

**FIRCREST CITY COUNCIL
REGULAR MEETING AGENDA**

**TUESDAY, AUGUST 22, 2017
7:00 P.M.**

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

- 1. CALL TO ORDER BY PRESIDING OFFICER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PRESIDING OFFICER'S REPORT**
 - A. [2nd Quarter 2017 Financial Report](#) – Finance Director Corcoran
 - B. Community Center and Pool Next Steps – Parks & Recreation Director Grover
- 5. CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA**

(Please sign the [Public Attendance Roster/Public Hearing Sign-Up Sheet](#) if you wish to speak during the meeting.)
- 6. COMMITTEE, COMMISSION & LIAISON REPORTS**
 - A. Water, Sewer, Storm
 - B. Street, Facilities, Equipment
 - C. Public Safety, Court
 - D. Pierce County Regional Council
- 7. CONSENT CALENDAR**
 - A. Approval of [vouchers](#)/payroll checks
 - B. Approval of minutes: [July 31, 2017 Special Meeting](#)
[August 8, 2017 Regular Meeting](#)
- 8. PUBLIC HEARING 7:15 P.M.**
- 9. UNFINISHED BUSINESS**
- 10. NEW BUSINESS**
 - A. [Resolution](#) authorizing the City Manager to execute a subscription and service agreement with eCivis for access to their grant research services – Interim City Manager McDonald
 - B. [Budget Amendment, 1st Reading](#) – Finance Director Corcoran
- 11. CITY MANAGER COMMENTS**
- 12. DEPARTMENT HEAD COMMENTS**
- 13. COUNCILMEMBER COMMENTS**
- 14. EXECUTIVE SESSION**
- 15. ADJOURNMENT**

COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON AGENDA

Memo

To: Mayor and Councilmembers
From: Colleen Corcoran, Finance Director
CC: Bill McDonald, Interim City Manager
Date: August 14, 2017
Re: 2nd QTR 2017 Financial Report

This report is based on the 2nd Quarter Financial reports as of June 30, 2017.

There are several charts attached. Please refer to each as they are discussed.

GENERAL FUND REVENUES

General Fund Revenues for the 2nd Quarter of 2017 are close to anticipated.

General Fund Revenue Pie Chart (Figure A): This chart shows the year to date (YTD) revenue collected in the General Fund by category. Total General Fund revenue is at 53.2% of budget. At the end of the 2nd Quarter we should be at 50%. Keep in mind that property tax, as discussed below, is due twice per year and as you can see from the chart taxes make up over half of General Fund Revenue. This is also a reason we need to keep money in reserve for cash flow purposes.

GENERAL FUND EXPENDITURES

If you look at the General Fund Expenditures by Department (Figure B) spreadsheet you can see the total expenditure for each department and how it compares to the budgeted amounts along with the percentage spent through June. The total spent as of 6/30/17 was \$2,347,449 or 46.2% of the total General Fund Budget. At the end of the 2nd Quarter we should be at 50% or less.

If you look at the pie chart titled Expenditures by Department (Figure C) pie chart you can see the breakout each department spends comparative to the total general fund expenditures.

OPERATING REVENUE TO EXPENDITURES COMPARISON

The Actual Revenue Over/(Under) Expenditures (Figure D) chart shows the effect on ending fund balance (EFB). When revenues exceed expenditures Ending Fund Balance is increased and vice versa.

General Fund: If we look at the second quarter 2017 General Fund operating revenue (\$2,601,801) to the second quarter operating expenditures (\$2,330,805) operating revenue is \$270,996 more than expenditures. When including capital and non-revenues and expenditures the EFB at the end of the 2nd Quarter increased by \$263,647. Remember that in May and November we receive a large amount for property taxes.

Other Funds: Also included on the Actual Revenue Over/(Under) Expenditures (Figure D) chart is a comparison for the Street, Storm, Water, Sewer, BYSM and ERR Funds.

CASH BALANCES

The Available Cash Balance per Fund (Figure E) spreadsheet shows the current available cash per fund after bond investments, reserves for cash flow and dedicated reserves are met. This amount is needed for cash flow, future capital costs, emergencies and unexpected expenditures not included in the adopted budget.

CONCLUSION

So far this year actual revenue and expenditures are close to budgeted figures.

The information contained in this report is very important and must be considered when planning for the future. The City does not have a Capital Fund other than the ERR fund. As capital needs arise, such as building repairs including leaking roofs, exterior repairs, pool repairs, HVAC replacements, etc., Fund Balances will be depleted.

Revenues and expenditures need to be closely monitored to assure that there are enough revenues to cover operating expenditures as well as enough in ending fund balance to fund capital expenditures now and into the future.

Figure A

General Fund Revenue Pie Chart

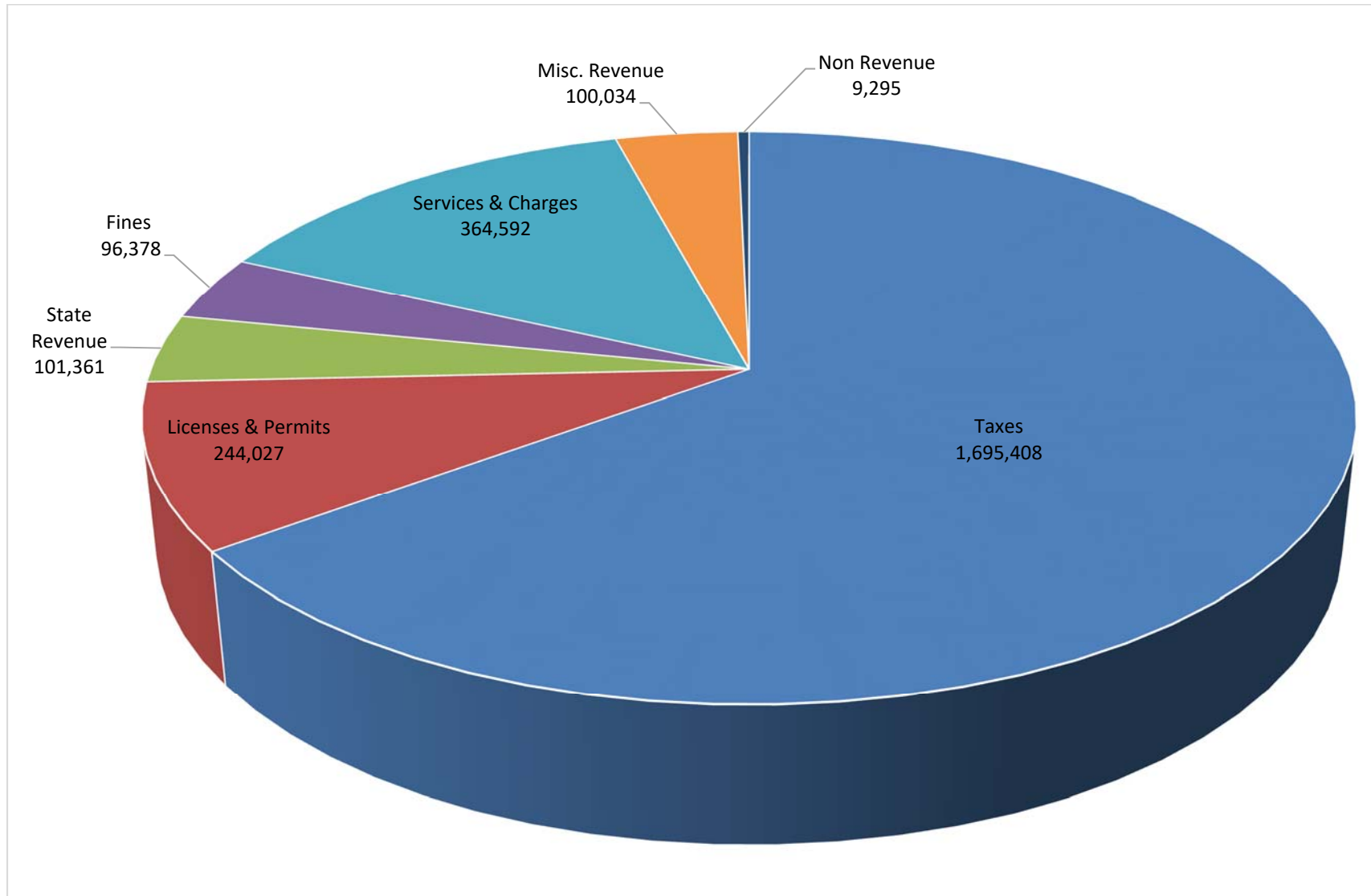
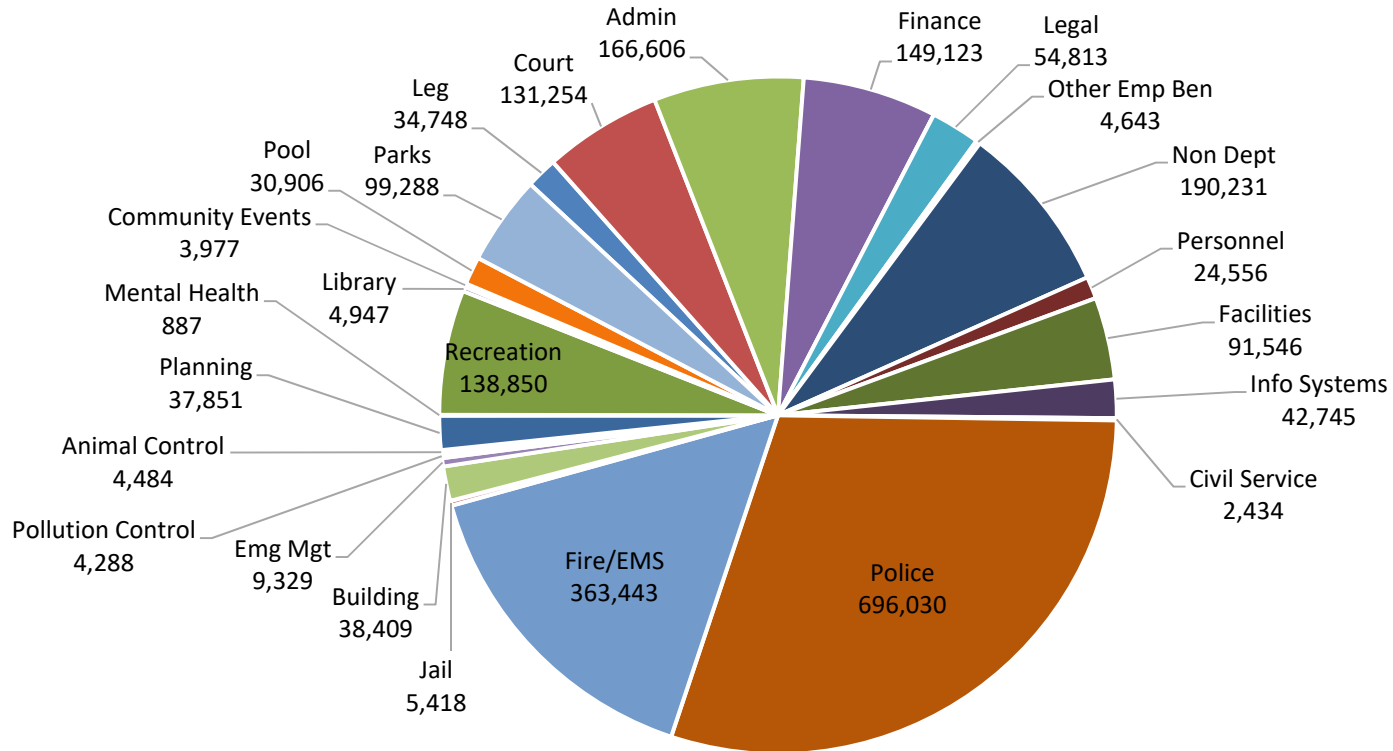


Figure B

General Fund Expenditures by Departments as of 06/30/17				
<u>DEPARTMENT</u>	<u>YTD</u>	<u>BUDGET</u>	<u>REMAINING</u>	<u>% Expensed</u>
Legislative	34,748	70,990	36,242	48.9%
Court	131,254	281,470	150,216	46.6%
Administration	166,606	261,815	95,209	63.6%
Financial	149,123	297,306	148,183	50.2%
Legal	54,813	131,745	76,932	41.6%
Other Employee Benefits	4,643	10,550	5,907	44.0%
Non Dept	190,231	374,426	184,195	50.8%
Personnel	24,556	47,110	22,554	52.1%
Facilities	91,546	390,007	298,461	23.5%
Info Systems	42,745	74,626	31,881	57.3%
Civil Service	2,434	5,315	2,881	45.8%
Police	696,030	1,533,920	837,890	45.4%
Fire/EMS	363,443	623,045	259,602	58.3%
Jail Costs	5,418	30,500	25,082	17.8%
Building	38,409	78,845	40,436	48.7%
Emg Mgt	9,329	13,140	3,811	71.0%
Pollution Control	4,288	4,288	0	100.0%
Animal Control	4,484	10,000	5,516	44.8%
Planning	37,851	76,664	38,813	49.4%
Mental Health	887	2,200	1,313	40.3%
Recreation/Part Rec	138,850	292,120	153,270	47.5%
Library	4,947	14,000	9,054	35.3%
Community Events	3,977	20,150	16,173	19.7%
Pool	30,906	143,035	112,129	21.6%
Parks	99,288	220,073	120,785	45.1%
Total Gen Fund Oper Exp	2,330,805	5,007,340	2,676,535	46.5%
Non Expenditures	7,660	0	-7,660	0.0%
Capital	8,984	75,950	66,966	11.8%
Total General Fund	2,347,449	5,083,290	2,735,841	46.2%

Figure C

Expenditures by Department As of 6/30/17



- Legislative
- Court
- Administration
- Financial
- Legal
- Other Employee Benefits
- Non Dept
- Personnel
- Facilities
- Info Systems
- Civil Service
- Police
- Fire/EMS
- Jail Costs
- Building
- Emg Mgt
- Pollution Control
- Animal Control
- Planning
- Mental Health
- Recreation/Part Rec
- Library
- Community Events
- Pool
- Parks

ACTUAL REVENUE OVER/(UNDER) EXPENDITURES AS OF June 30, 2017-Figure D

	<u>General</u>	<u>Street</u>	<u>Storm</u>	<u>Water</u>	<u>Sewer</u>	<u>BYSM</u>	<u>ERR</u>
Operating Revenue	2,601,801	308,903	233,812	452,973	1,205,435	1,898	59,431
Operating Expenditures	<u>(2,330,805)</u>	<u>(255,256)</u>	<u>(198,507)</u>	<u>(443,544)</u>	<u>(1,088,351)</u>	<u>0</u>	<u>(52,170)</u>
Net Operating Revenue Over/ (Under) Expenitures	270,996	53,647	35,305	9,429	117,084	1,898	7,261
Capital Contributions	0	0	0	4,000	4,000	162,432	94,424
Capital Expenitures	<u>(8,984)</u>	<u>(383,117)</u>	<u>(34,461)</u>	<u>(29,046)</u>	<u>(69,725)</u>	<u>(246,460)</u>	<u>(215,646)</u>
	(8,984)	(383,117)	(34,461)	(25,046)	(65,725)	(84,028)	(121,222)
Total Net Revenue over(under) Expenditures	262,012	(329,470)	844	(15,617)	51,359	(82,130)	(113,961)
Non Revenue	9,295	0	0	0			
Non Expenditures	<u>(7,660)</u>	<u>0</u>	<u>0</u>	<u>0</u>			
	1,635	0	0	0	0	0	0
Total Change in Fund Balance	263,647	(329,470)	844	(15,617)	51,359	(82,130)	(113,961)

ACTUAL BEGINNING/ENDING FUND BALANCES FOR 2017

1/1/17 Beginning Fund Balance (cash)	3,063,916	308,890	608,842	816,484	1,426,691	995,448	1,518,430
Total Change in Fund Balance	<u>263,647</u>	<u>(329,470)</u>	<u>844</u>	<u>(15,617)</u>	<u>51,359</u>	<u>(82,130)</u>	<u>(113,961)</u>
Ending Fund Balance as of 06/30/17 (cash)	3,327,562	(20,580)	609,686	800,867	1,478,050	913,318	1,404,469

AVAILABLE CASH AS OF JUNE 30, 2017-Figure E

Total Cash Balance	3,327,562	(20,580)	609,686	800,867	1,478,050	913,318	1,404,469
Designated Light Fund (total cash)	794,175	(794,175)					
Designated Light Fund invested in bond (matures 10/7/19)	<u>(500,000)</u>						
Designated from sale of Light Fund Cash Available	294,175						
1/1/17 Beginning Designated 44th/Alameda Fund (cash)	576,800	(576,800)					
Designatede 44th/Alameda invested in bond (matures 11/21/19)	<u>(200,000)</u>						
Designated 44th/Alameda Property Sale Cash Available	376,800						
Undesignated Funds Invested in Bonds (matures 11/21/19)	(300,000)						(1,000,000)
Reservered for cash flow (3 months of operating expenses)	<u>(1,251,835)</u>	<u>(126,443)</u>	<u>(100,533)</u>	<u>(247,600)</u>	<u>(531,218)</u>	<u>0</u>	<u>(38,909)</u>
Undesignated Fund Balance Available	404,752	(147,023)	509,153	553,268	946,832	913,318	365,560
Note: Street A/R Reimbursement from TIB outstanding \$239,622							

August 8, 2017

Dear Fircrest City Council Members,

I attended tonight's City Council Meeting to convey my concerns about allowing city property to be used for a community garden. However, I was not allowed the opportunity to speak. Please accept this email in lieu of my public comment.

According to past city council meeting minutes, two sites have been proposed for use as a community garden. Both have been rejected by council. However, a recommendation was made to consider the former Fox Property on Electron Way. I am opposed to using tax funded property and city staff time to support this type of project. When the Fox property was purchased, I believe your citizen's were told it would be used for an expansion of the Tot Lot and / or additional parking. As a tax payer, I expect the property to be used for the stated purpose or at least addresses an identified need.

I am sure council is aware that there are thirty five (35) community gardens in the City of Tacoma, eleven (11) on Metro Parks Property. These gardens struggle to be consistently maintained and have become an eyesore in their neighborhoods. Additionally, a September 7, 2016 article in the Tacoma News Tribune reported escalating problems with theft and vandalism. The article goes on to explain that numerous police hours had been expended in an attempt to address the issues. Fences would need to be built and the gardens locked. It doesn't take much research to reveal that these are common problems with these gardens nationally. How much of our city staff time has already been expended on this topic? How many in the future? Clearly, this is not a project that has no impact to city funds.

Why is council continuing to entertain discussion on this topic when none of the city's strategic plans have identified community gardens as a need or desire of the citizens? In fact, the Parks, Recreation, and Open Spaces Plan, calls for projects that have been planned to fit the parks and community. In addition, the impact to the city staff workload is to be analyzed. The recent parks and recreation survey may be a good indicator of what the citizens want. There were 433 citizen responses, numerous suggestions were offered, only 1 asked for a community garden.

Tonight, I was disappointed that proper protocol wasn't followed so that I could personally deliver this message. I will give council the benefit of the doubt that an oversight was made. However, I respectfully request that this letter be read and entered into the minutes at the next council meeting.

I urge council to be more diligent in ensuring that citizen requests to speak are honored. I also suggest that the mayor slow down when he requests input from citizens and council. Rushing through the agenda denies public dialogue and gives the appearance that council is not interested in hearing opposing views. Especially when a particular topic has the majority of the council's support.

Thank you for your consideration.

Respectfully,

Lori Bisping

506 Electron Way

Fircrest, WA 98466

ACCOUNTS PAYABLE PAID

City Of Fircrest
MCAG #: 0583

08/22/2017 To: 08/22/2017

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Accts Pay #	Paid On	Year	Trans	Vendor ID	Vendor	Amount	Memo
14521	08/22/2017	2017	5411	4298	AWC Employee Benefit	607.23	Sept 2017
	521 22 20 01				LEOFF I Medical Premiums 001 000 521 General Fund	607.23	Sept 2017 Retired Medical
14601	08/22/2017	2017	5412	7724	Absolute Mole Control	295.50	Mole Services - Whittier Field (07/12/17)
	576 80 41 00				Prof Svcs - Parks 001 000 576 General Fund	295.50	Mole Services - Whittier Field (07/12/17) Includes Inspection, Treatment, Documentation Of Mole Activity, 45-Day Coverage
14540	08/22/2017	2017	5413	3647	Agrishop Inc	34.12	Chainsaw Chain Loops (Quantity: 2)
	542 30 31 02				Oper Supplies - Street Reg 101 000 542 City Street Fund	34.12	Chainsaw Chain Loops (Quantity: 2) - Right-Of-Way Maintenance
14558	08/22/2017	2017	5414	7725	Alpha Pyrotechnics	5,000.00	Fireworks Display / Fun Days
	573 90 49 01				Community Events 001 000 573 General Fund	5,000.00	Fireworks Display / Fun Days (08/12/17) Saturday
14564	08/22/2017	2017	5414	7725	Alpha Pyrotechnics	5,500.00	Fireworks Display / National Night Out
	521 22 49 05				Reimbursable Programs 001 000 521 General Fund	5,500.00	Fireworks Display / National Night Out (08/01/17) Tuesday
14541	08/22/2017	2017	5415	3719	American Public Work Assn	370.00	Agency Membership, Chapter Dues (Period Covered: 09/01/17 - 08/31/18)
	531 50 49 05				Dues,Member,Sub - Storm 415 000 531 Storm Drain	92.50	Membership, Dues (Jeff Davis, Jerry Wakefield) - Storm
	534 10 49 03				Dues,Member,Sub - Water 425 000 534 Water Fund (depar	92.50	Membership, Dues (Jeff Davis, Jerry Wakefield) - Water
	535 10 49 02				Dues,Member,Sub - Sewer 430 000 535 Sewer Fund (depar	92.50	Membership, Dues (Jeff Davis, Jerry Wakefield) - Sewer
	542 30 49 03				Dues,Member,Sub - Street 101 000 542 City Street Fund	92.50	Membership, Dues (Jeff Davis, Jerry Wakefield) - Street
14551	08/22/2017	2017	5416	7216	Amundsen, Tatiana	59.00	1 Yr Library 2017
	572 21 49 00				Library Services 001 000 572 General Fund	59.00	1 Yr Library 2017 / Tatiana Amundsen
14546	08/22/2017	2017	5417	7516	Archer Construction Inc	271,555.31	P#43 Emerson Grant Sidewalk Project - Progress Payment #3
	595 61 63 02				Emerson Sidewalk Orchard To 101 000 542 City Street Fund	271,555.31	P#43 Emerson Grant Sidewalk Project - Progress Payment #3
14566	08/22/2017	2017	5418	7234	Associated Ministries	100.00	Refund Rental Deposit / Associated Ministries
	586 00 00 00				Deposit Refunds 001 000 580 General Fund	100.00	Refund Rental Deposit / Associated Ministries - Senior Room (Event Date: 08/19/17) BBQ / Picnic "Cancelled Reservation"
14530	08/22/2017	2017	5419	1601	Baker, Thomas	59.00	1 Yr Library 2017
	572 21 49 00				Library Services 001 000 572 General Fund	59.00	1 Yr Library 2017 / Marilyn Baker
14509	08/22/2017	2017	5420	6049	Brennan, Jessica	27.42	07-00170.3 - 1502 CHERRY AVE
	343 10 00 00				Storm Drain Fees & Charges 415 000 340 Storm Drain	-5.62	

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Pay #	Paid On	Year	Trans	Vendor ID	Vendor	Amount	Memo
343 40 00 00	Sale Of Water				425 000 340 Water Fund (depart	-6.55	
343 50 00 00	Sewer Revenues				430 000 340 Sewer Fund (depar	-15.25	
14592	08/22/2017	2017	5420	6049	Brennan, Jessica	185.00	07-00170.3 - 1502 CHERRY AVE
343 10 00 00	Storm Drain Fees & Charges				415 000 340 Storm Drain	-37.94	
343 40 00 00	Sale Of Water				425 000 340 Water Fund (depart	-44.17	
343 50 00 00	Sewer Revenues				430 000 340 Sewer Fund (depar	-102.89	
14580	08/22/2017	2017	5421	1345	Brown, Marguerite	128.47	02-00610.4 - 235 DEL MONTE AVE
343 10 00 00	Storm Drain Fees & Charges				415 000 340 Storm Drain	-27.19	
343 40 00 00	Sale Of Water				425 000 340 Water Fund (depart	-31.55	
343 50 00 00	Sewer Revenues				430 000 340 Sewer Fund (depar	-69.73	
14608	08/22/2017	2017	5422	4279	Budget Signs	169.37	A-Board Sign, Numbers 1 Through 9
573 90 49 01	Community Events				001 000 573 General Fund	38.58	Numbers 1 Through 9 (2 Sets) "Frisbee Golf"
576 20 31 03	Oper Supplies - Pool				001 000 576 General Fund	130.79	A-Board Sign "Pool Closed"
14522	08/22/2017	2017	5423	7709	Buffalo Soldiers of Seattle	500.00	Civil War Reinactments & Horse Rides - NNO
521 22 49 05	Reimbursable Programs				001 000 521 General Fund	500.00	Civil War Reinactments & Horse Rides - National Night Out "Donation For The Continuation Of The Preservation Of History"
14567	08/22/2017	2017	5424	4290	Cascade Recreation Inc	237.38	Dogipot Waste Bags
576 80 31 02	Oper Supplies - Parks				001 000 576 General Fund	237.38	Dogipot Waste Bags (1 Case / 30 Rolls)
14523	08/22/2017	2017	5425	4324	City Treasurer-City of Tacoma	51,920.41	Sept 2017 Fire / EMS
522 20 50 00	Tacoma Contract - Fire				001 000 522 General Fund	25,065.66	Sept 2017 Fire
522 20 51 00	Tacoma Contract - EMS				001 000 522 General Fund	26,854.75	Sept 2017 EMS
14555	08/22/2017	2017	5426	4318	City of Fircrest Treasurer	15,335.59	August 2017 Interfund
518 30 47 00	Public Utility Services - City H				001 000 518 General Fund	689.30	
531 50 47 02	Public Utility Services/Bldg - S				415 000 531 Storm Drain	439.46	
531 50 47 03	Public Utility Services/Meter				415 000 531 Storm Drain	15.07	
534 10 47 00	Utility Services/Building - Wat				425 000 534 Water Fund (depart	439.46	
534 80 47 01	Utility Services/Pumping				425 000 534 Water Fund (depart	429.64	
534 80 47 03	Public Utility Services/Meter				425 000 534 Water Fund (depart	3.03	
535 10 47 00	Utility Services/Building - Sew				430 000 535 Sewer Fund (depar	439.46	
535 80 47 04	Public Utility Services/Meter				430 000 535 Sewer Fund (depar	3.03	
542 30 47 02	Electricity & Gas/Bldg - Street				101 000 542 City Street Fund	439.46	
542 30 47 02	Electricity & Gas/Bldg - Street				101 000 542 City Street Fund	41.26	
542 80 47 00	Public Utility Services-St Beau				101 000 542 City Street Fund	341.87	
548 65 47 00	Utilities ShopGarage				501 000 548 Equipment Rental I	29.20	

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Pay #	Paid On	Year	Trans	Vendor ID	Vendor	Amount	Memo
576 20 47 00					Public Utility Services - Pool	2,626.73	
576 80 47 00					Public Utility Services - Parks/	9,398.62	
14611	08/22/2017	2017	5427	4322	City of Tacoma - Utilities	11,936.83	Power / Various Locations
518 30 47 00					Public Utility Services - City H	586.45	
534 80 47 01					Utility Services/Pumping	5,820.26	
535 80 47 01					Utility Services/Pumping	1,420.62	
542 30 47 03					Electricity/Traffic Lights	53.85	
542 63 47 00					Electricity/Street Lights	2,072.95	
548 65 47 00					Utilities ShopGarage	23.41	
576 80 47 00					Public Utility Services - Parks/	1,959.29	
14502	08/22/2017	2017	5428	6795	Clark, Russell	286.94	04-02800.1 - 1060 DELTA CT
343 10 00 00					Storm Drain Fees & Charges	-70.46	
343 40 00 00					Sale Of Water	-72.70	
343 50 00 00					Sewer Revenues	-143.78	
14503	08/22/2017	2017	5429	6127	Clarke, Shannon	213.10	01-01710.3 - 324 SUMMIT AVE
343 10 00 00					Storm Drain Fees & Charges	-58.95	
343 40 00 00					Sale Of Water	-45.61	
343 50 00 00					Sewer Revenues	-108.54	
14557	08/22/2017	2017	5430	6203	Code Mechanical Inc	11,331.79	HVAC Replacement - Public Safety Bldg (Split System Heatpump @302 Regents Blvd)
594 21 64 00					Machinery & Equipment - Poli	11,331.79	Equipment & Labor: Trane XL16i Single Stage R-410A Heatpump, Trane Air Handler With Coil, 15KW Heat Strip, Custom Sheetmetal Fittings, Ductwork, Low Voltage Wiring, Honeywell Touchscreen Thermostat
14528	08/22/2017	2017	5431	3565	Comfort Davies & Smith	6,215.60	July 2017
515 30 41 01					City Attorney	1,295.60	July 2017 - Administration
515 30 41 03					City Prosecutor	4,920.00	July 2017 - Court, Police
14568	08/22/2017	2017	5432	3572	Consolidated Electrical Distributors	359.37	Floodlights (Quantity: 2)
518 30 31 02					Oper Sup/PSB Bldg	359.37	Floodlights (Quantity: 2) - Public Safety Bldg Flag Area "Broken By Landscaping Services"
14569	08/22/2017	2017	5433	3573	Copiers Northwest Inc	109.48	07/04/17 - 08/03/17 Police
521 22 45 00					Oper Rentals - Copier - Police	109.48	07/04/17 - 08/03/17 Police
14570	08/22/2017	2017	5434	7715	Criterion Pictures USA	455.00	Movie In The Park DVD "Trolls"

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Pay #	Paid On	Year	Trans	Vendor ID	Vendor	Amount	Memo
573 90 49 01	Community Events			001 000 573	General Fund	455.00	Movie In The Park (Dream Works Animaiton "Trolls") 07/21/17
14547	08/22/2017	2017	5435	4714	D & M Embroidery	348.01	T-Shirts & Silk Screen Rotary Logo - NNO
521 22 49 05	Reimbursable Programs			001 000 521	General Fund	183.62	Gildan 50/50 T-Shirts (Quantity: 24) "Rotary Logo On Back & National Night Out Logo On Front"
521 22 49 05	Reimbursable Programs			001 000 521	General Fund	164.39	Silk Screen Rotary Logo On Customer Provided National Night Out Shirts (Quantity: 80)
14571	08/22/2017	2017	5436	3594	Dept Of Ecology	69,479.34	Loan Payment (Loan No. L1100018)
591 35 78 01	Principal Loan Payment - BYSM			431 000 580	RelocateBackyard :	40,839.48	Principal Loan Payment - BYSM (No. Loan L1100018)
592 35 83 00	Interest - BYSM			431 000 580	RelocateBackyard :	28,639.86	Interest - BYSM (No. L1100018)
14554	08/22/2017	2017	5410	4310	Dept Of Revenue-EXCISE TAX	1,651.98	July 2017 Excise Tax
518 81 35 00	Small Tools & Equip - I/S			001 000 518	General Fund	4.84	
531 50 53 00	Excise Tax - Storm			415 000 531	Storm Drain	21.04	
534 10 53 00	Excise Tax - Water			425 000 534	Water Fund (depart	30.29	
535 10 53 00	Excise Tax - Sewer			430 000 535	Sewer Fund (depar	88.33	
571 20 53 00	Excise Tax - Participation Fees			001 000 571	General Fund	2.59	
571 20 53 00	Excise Tax - Participation Fees			001 000 571	General Fund	54.45	
576 20 53 00	Excise Tax - Pool Revenue			001 000 576	General Fund	15.00	
576 20 53 00	Excise Tax - Pool Revenue			001 000 576	General Fund	65.18	
576 20 53 00	Excise Tax - Pool Revenue			001 000 576	General Fund	1,370.26	
14531	08/22/2017	2017	5437	3611	Drain-Pro Inc	214.30	Clear Plugged Toilet Line - Whittier Restroom
518 30 48 06	Rep & Maint - Park Structure			001 000 518	General Fund	214.30	Clear Plugged Toilet Line - Whittier Restroom
14532	08/22/2017	2017	5438	5859	Dynamic Language	107.67	Spanish Interpreter
512 50 41 03	Prof Svcs - Interpreter			001 000 512	General Fund	59.46	Spanish Interpreter (07/05/17 1.25 Hrs + Mileage) Order ID #1380424 "Case No. 7Z0834746"
512 50 41 03	Prof Svcs - Interpreter			001 000 512	General Fund	48.21	Spanish Interpreter (07/19/17 1.00 Hrs + Mileage) Order ID #1385938
14572	08/22/2017	2017	5439	3621	Entertainment Masters	245.00	Mini Golf / Fircrest Fun Days
573 90 49 01	Community Events			001 000 573	General Fund	245.00	Mini Golf (Delivered Set-Up) / Fircrest Fun Days (08/12/17)
14573	08/22/2017	2017	5440	4858	Ewing Irrigation Products Inc	343.51	Bulldog 4-Way Pitch Rubber
576 80 31 02	Oper Supplies - Parks			001 000 576	General Fund	343.51	Bulldog 4-Way Pitch Rubber
14542	08/22/2017	2017	5441	3636	Ferguson Enterprises Inc, #1539	578.91	Meter Boxes, Valve Boxes, Sewer Lids
534 80 31 02	Oper Supplies - Water			425 000 534	Water Fund (depart	491.91	Meter Boxes (Quantity: 10)

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535 50 31 01					Oper Supplies - Sewer Maint 430 000 535 Sewer Fund (depar	87.00	Green Valve Boxes "Body Only" (Quantity: 3) & Green Sewer Lids (Quantity: 3)
14574	08/22/2017	2017	5442	6774	Greenleaf Landscaping 1 Inc	2,637.60	Install 1400 Square Feet New Turf Sod - Big Island
542 30 48 01					Rep & Maint - Street Maint 101 000 542 City Street Fund	2,637.60	Install 1400 Square Feet New Turf Sod With 4" Top Soil With Starter Fertilizer, Relocate Irrigation Heads, Replace Pop-Ups With Rotor Heads - Big Island "Limited Sight Distance Project"
14575	08/22/2017	2017	5443	3679	HD Supply Waterworks LTD	1,229.48	Saddles, Hex Bushings, Corp Stops, Ballcorp, Clamps - Water Service Repairs
534 50 31 01					Oper Supplies - Water Maint 425 000 534 Water Fund (depar	1,229.48	Saddles, Hex Bushings, Corp Stops, Ballcorp, Clamps - Water Service Repairs
14533	08/22/2017	2017	5444	1540	Haire, Sandra	59.00	1 Yr Library 2017
572 21 49 00					Library Services 001 000 572 General Fund	59.00	1 Yr Library 2017 / Sandra Haire
14576	08/22/2017	2017	5445	3690	Holroyd Co Inc	35.00	Inbound Concrete Load - Wading Pool Deck
576 80 47 01					Dumping Fees - Parks 001 000 576 General Fund	35.00	Inbound Concrete Load - Wading Pool Deck
14581	08/22/2017	2017	5445	3690	Holroyd Co Inc	105.00	Inbound Concrete Load - Old Sidewalks
542 30 47 01					Dumping Fees - Street 101 000 542 City Street Fund	105.00	Inbound Concrete Load - Old Sidewalks "Recycled Concrete Dump Fees"
14577	08/22/2017	2017	5446	3692	Home Depot Credit Services	53.22	Dish Rack & Drainboard, Utility Knife, Indoor Safety Glasses (3)
518 30 31 04					Oper Sup/CH 001 000 518 General Fund	30.20	Dish Rack & Drainboard, Utility Knife - City Hall Kitchen
518 30 35 00					Small Tools & Equip-Fac 001 000 518 General Fund	23.02	Indoor Safety Glasses - Facilities
14529	08/22/2017	2017	5447	7470	Inland Answering Service Inc	220.00	Inland Answering Service / Oct 2017
531 50 42 00					Communication - Storm 415 000 531 Storm Drain	55.00	Inland Answering Service - Storm (Oct 2017)
534 10 42 00					Communication - Water 425 000 534 Water Fund (depar	55.00	Inland Answering Service - Water (Oct 2017)
535 10 42 01					Communication - Sewer 430 000 535 Sewer Fund (depar	55.00	Inland Answering Service - Sewer (Oct 2017)
542 30 42 00					Communication - Street 101 000 542 City Street Fund	55.00	Inland Answering Service - Street (Oct 2017)
14593	08/22/2017	2017	5448	1138	Jacobson, Jason	120.94	01-01310.4 - 135 SUMMIT AVE
343 10 00 00					Storm Drain Fees & Charges 415 000 340 Storm Drain	-24.80	
343 40 00 00					Sale Of Water 425 000 340 Water Fund (depar	-28.88	
343 50 00 00					Sewer Revenues 430 000 340 Sewer Fund (depar	-67.26	
14578	08/22/2017	2017	5449	1755	Johnson, Mariclair	59.00	1 Yr Library 2017
572 21 49 00					Library Services 001 000 572 General Fund	59.00	1 Yr Library 2017 / Mariclair Johnson

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14579	08/22/2017	2017	5450	3751	KPG, PS	3,327.13	P#47 Traffic Signal Safety (Through 07/25/17)
	595 10 63 08				Traffic Signal Grant P.E. 101 000 542 City Street Fund	3,327.13	P#47 Traffic Signal Safety Improvements (Professional Services 07/01/17 - 07/25/17)
14524	08/22/2017	2017	5451	3772	Lawman Badge Company	449.00	Custom Police Badges (Quantity: 4)
	521 22 49 01				Uniforms/Clothing/Laundry 001 000 521 General Fund	449.00	Custom Regular Enamel Police Badges (Quantity: 4)
14534	08/22/2017	2017	5452	3776	Lemay Mobile Shredding	57.18	July 2017 Shredding - Court, Finance
	512 50 49 00				Miscellaneous - Court 001 000 512 General Fund	32.41	July 2017 Shredding (65 Gallon Cart) - Court
	514 23 49 00				Miscellaneous - Finance 001 000 514 General Fund	24.77	July 2017 Shredding (35 Gallon Cart) - Finance
14535	08/22/2017	2017	5453	3791	Lowe's Company-#338954	171.32	50-Ft Outdoor Extension Cords (6), Scotch Clear Packing Tape (2), Duct Tape (2) - NNO
	521 22 49 05				Reimbursable Programs 001 000 521 General Fund	171.32	50-Ft Outdoor Extension Cords (6), Scotch Clear Packing Tape (2), Duct Tape (2) - National Night Out
14582	08/22/2017	2017	5453	3791	Lowe's Company-#338954	43.58	60-Watt LED Bulbs, WD40 Lubricant, Cable Ties, Electrical Duct Tape
	576 80 31 02				Oper Supplies - Parks 001 000 576 General Fund	43.58	60-Watt LED Bulbs, WD40 Lubricant, Cable Ties, Electrical Duct Tape
14565	08/22/2017	2017	5454	318	Maenhout, Sherry L	12.16	Costco / Clorox Disinfecting Wipes
	521 22 31 00				Office & Oper Supplies - Polic 001 000 521 General Fund	12.16	Costco / Clorox Disinfecting Wipes - Sherry Maenhout
14505	08/22/2017	2017	5455	3330	Mehlenbacher, Rick	311.51	11-00200.0 - 702 DRAKE ST & 712
	343 10 00 00				Storm Drain Fees & Charges 415 000 340 Storm Drain	-27.31	
	343 50 00 00				Sewer Revenues 430 000 340 Sewer Fund (depar	-284.20	
14583	08/22/2017	2017	5456	7716	Mensonides, Kristal	30.00	Refund Flag Football / Kristal Mensonides
	347 60 00 09				Instructor Based Revenue 001 000 340 General Fund	-30.00	Refund Flag Football / Kristal Mensonides "Family In Process Of Moving & Won't Be Able To Play"
14545	08/22/2017	2017	5457	7205	Morgan, Jeff	10.29	02-01750.8 - 123 ALAMEDA AVE
	343 10 00 00				Storm Drain Fees & Charges 415 000 340 Storm Drain	-2.11	
	343 40 00 00				Sale Of Water 425 000 340 Water Fund (depar	-2.46	
	343 50 00 00				Sewer Revenues 430 000 340 Sewer Fund (depar	-5.72	
14525	08/22/2017	2017	5458	3877	N A T W	89.95	T-Shirts (Quantity: 5) - NNO
	521 22 49 05				Reimbursable Programs 001 000 521 General Fund	89.95	T-Shirts (Quantity: 5) - National Night Out Logo

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14526	08/22/2017	2017	5458	3877	N A T W	535.36	T-Shirts (Quantity: 73) - NNO
	521 22 49 05				Reimbursable Programs 001 000 521 General Fund	535.36	T-Shirts (Quantity: 73) - National Night Out Logo
14591	08/22/2017	2017	5459	7319	NDG Enterprises LLC	226.35	01-00900.1 - 301 GOLDEN GATE AV
	343 10 00 00				Storm Drain Fees & Charges 415 000 340 Storm Drain	-46.41	
	343 40 00 00				Sale Of Water 425 000 340 Water Fund (depart	-54.05	
	343 50 00 00				Sewer Revenues 430 000 340 Sewer Fund (depar	-125.89	
14543	08/22/2017	2017	5460	3923	Orca Pacific Inc	430.26	Sodium Hypochlorite (Chlorine) - Wells
	534 80 31 03				Oper Supplies - Chlorine 425 000 534 Water Fund (depart	59.35	Chlorine (20 Gallons) - Well #4
	534 80 31 03				Oper Supplies - Chlorine 425 000 534 Water Fund (depart	59.35	Chlorine (20 Gallons) - Well #7
	534 80 31 03				Oper Supplies - Chlorine 425 000 534 Water Fund (depart	44.50	Chlorine (15 Gallons) - Well #8
	534 80 31 03				Oper Supplies - Chlorine 425 000 534 Water Fund (depart	267.06	Chlorine (90 Gallons) - Well #9
14584	08/22/2017	2017	5460	3923	Orca Pacific Inc	743.47	Sodium Hypochlorite, Harborlite
	576 20 31 01				Pool Supplies-Chemicals 001 000 576 General Fund	743.47	Sodium Hypochlorite, Harborlite
14585	08/22/2017	2017	5460	3923	Orca Pacific Inc	432.28	Sodium Hypochlorite, Acid Magic
	576 20 31 01				Pool Supplies-Chemicals 001 000 576 General Fund	432.28	Sodium Hypochlorite, Acid Magic
14586	08/22/2017	2017	5460	3923	Orca Pacific Inc	979.49	Sodium Hypochlorite
	576 20 31 01				Pool Supplies-Chemicals 001 000 576 General Fund	979.49	Sodium Hypochlorite
14587	08/22/2017	2017	5460	3923	Orca Pacific Inc	534.11	Sodium Hypochlorite
	576 20 31 01				Pool Supplies-Chemicals 001 000 576 General Fund	534.11	Sodium Hypochlorite
14588	08/22/2017	2017	5460	3923	Orca Pacific Inc	802.42	Sodium Hypochlorite, Harborlite
	576 20 31 01				Pool Supplies-Chemicals 001 000 576 General Fund	802.42	Sodium Hypochlorite, Harborlite
14536	08/22/2017	2017	5461	3957	PC Budget & Finance	60.78	August 2017 Printing Charges
	518 10 34 02				Central Office Printing 001 000 518 General Fund	60.78	Business Cards: City Clerk Jessica Nappi
14589	08/22/2017	2017	5461	3957	PC Budget & Finance	421.59	2nd Qtr 2017 Liquor Tax
	566 66 49 00				Substance Abuse Fee 001 000 566 General Fund	421.59	2nd Qtr 2017 Liquor Tax
14590	08/22/2017	2017	5461	3957	PC Budget & Finance	274.75	July 2017 Radio Communications Service (Tested & Certified Vehicle Mounted Radar, Antenna, Tuning Forks)
	521 22 48 00				Rep & Maint - Police 001 000 521 General Fund	137.38	#49845D (2009 Crown Victoria) - Radar Certification (MPH Python) Serial No. PYT831003456

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	521 22 48 00				Rep & Maint - Police	137.37	#49844D (2009 Crown Victoria) - Radar Certification (MPH Python) Serial No. PYT380000175
14559	08/22/2017	2017	5462	354	Parsons, Norman R	281.85	#62854D (2018 International Dump Truck) Department Of Licensing / Registration Certificate & Exempt License Plate Fees
	594 48 64 13				Storm - ERR Capital	140.93	#62854D (2018 International Dump) License Plate Fees - Russ Parsons (Storm)
	594 48 64 14				Water/Sewer - ERR Capital	140.92	#62854D (2018 International Dump) License Plate Fees - Russ Parsons (Wtr/Swr)
14548	08/22/2017	2017	5463	3942	Partner Construction Products Inc	1,648.50	Crack Sealing Machine Rental
	542 30 31 03				Crack Sealing Supplies	1,648.50	Crack Sealing Machine Rental (Supershot 125D Rent - Weekly Rate) Order Date: 07/17/17
14613	08/22/2017	2017	5464	3955	Petrocard Systems Inc	335.20	Gas / Fuel
	548 65 31 11				Parks/Rec Gas	43.68	Diesel Fuel - Parks
	548 65 31 12				Street Gas	100.96	Diesel Fuel - Street
	548 65 31 13				Storm Gas	12.28	Diesel Fuel - Storm
	548 65 31 14				Wtr/Swr Gas	178.28	Diesel Fuel - Wtr / Swr
14556	08/22/2017	2017	5465	3956	Petty Cash-Corcoran	57.01	Reimburse 08/22/17
	531 50 31 01				Office Supplies - Storm	3.99	IBM Typewriter Ribbon (Amazon.Com) Storm
	534 10 31 00				Office Supplies - Water	3.99	IBM Typewriter Ribbon (Amazon.Com) Water
	534 80 31 02				Oper Supplies - Water	3.93	PVC Bushings (Lakewood Hardware) Well #8
	535 10 31 00				Office Supplies - Swr Admin	3.99	IBM Typewriter Ribbon (Amazon.Com) Sewer
	542 30 31 01				Office Supplies - Street Reg	3.99	IBM Typewriter Ribbon (Amazon.Com) Street
	542 30 31 03				Crack Sealing Supplies	23.12	Tar Pot Propane (Union 76 Royal Gas Station)
	573 90 49 01				Community Events	7.68	Gold Spray Paint (Home Depot) Easter Egg Hunt
	576 80 31 02				Oper Supplies - Parks	6.32	Nylon Tee-Fitting (Home Depot) Parks
14527	08/22/2017	2017	5466	7614	Prothman	5,236.68	Municipal Consulting Services (David Johnston) 07/15/17 - 07/28/17 (75.50 Hrs @\$68/Hr) Includes 2% State/City B&O Tax Charge
	513 10 41 00				Prof Svcs - Admin	5,236.68	Municipal Consulting Services (David Johnston) 07/15/17 - 07/28/17 (75.50 Hrs @\$68/Hr) Includes 2% State/City B&O Tax Charge
14507	08/22/2017	2017	5467	2504	Rainer, Karie	32.38	05-02130.2 - 1029 CRESTWOOD LANE
	343 10 00 00				Storm Drain Fees & Charges	-21.41	
	343 40 00 00				Sale Of Water	-2.22	
	343 50 00 00				Sewer Revenues	-8.75	

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14504	08/22/2017	2017	5468	7321	Ross, Michael	330.43	06-00660.5 - 1314 CORAL DR
	343 10 00 00				Storm Drain Fees & Charges 415 000 340 Storm Drain	-77.72	
	343 40 00 00				Sale Of Water 425 000 340 Water Fund (depar)	-88.20	
	343 50 00 00				Sewer Revenues 430 000 340 Sewer Fund (depar)	-164.51	
14594	08/22/2017	2017	5469	4028	S & S Worldwide Inc	230.14	Summer Day Camp Supplies
	571 10 31 03				Youth Supplies 001 000 571 General Fund	230.14	Summer Fun Fan Kit, Fishtail Windsock Kit, Dinosaur Masks, Groovy Lanyards, Wood Windchimes, Hi Bounce Ball Kit, Ceramic Piggy Banks, Color-Me Dragon Gizmo, Super Visors
14537	08/22/2017	2017	5470	4035	Sarco Supply	173.30	Disposable Gloves, Towels
	518 30 31 04				Oper Sup/CH 001 000 518 General Fund	173.30	Disposable Gloves, Towels - City Hall
14538	08/22/2017	2017	5470	4035	Sarco Supply	65.93	Multi-Fold Towel Dispenser
	518 30 31 04				Oper Sup/CH 001 000 518 General Fund	65.93	Multi-Fold Towel Dispenser - City Hall Women's Restroom
14595	08/22/2017	2017	5470	4035	Sarco Supply	128.23	Toilet Seat Covers, Towels, Scouring Powder
	576 80 31 01				Janitorial Supplies - Parks 001 000 576 General Fund	128.23	Toilet Seat Covers, Towels, Scouring Powder - Recreation Center
14596	08/22/2017	2017	5470	4035	Sarco Supply	296.70	Towels, Toilet Paper, Liners, Disposable Gloves
	576 80 31 01				Janitorial Supplies - Parks 001 000 576 General Fund	296.70	Towels, Toilet Paper, Liners, Disposable Gloves - Recreation Center
14597	08/22/2017	2017	5470	4035	Sarco Supply	153.40	Foaming Handwash
	576 80 31 01				Janitorial Supplies - Parks 001 000 576 General Fund	153.40	Foaming Handwash - Recreation Center
14598	08/22/2017	2017	5470	4035	Sarco Supply	261.66	Disposable Gloves, Toilet Paper, Stainless Steel Maintainer, Towels
	576 80 31 01				Janitorial Supplies - Parks 001 000 576 General Fund	261.66	Disposable Gloves, Toilet Paper, Stainless Steel Maintainer, Towels - Recreation Center
14599	08/22/2017	2017	5470	4035	Sarco Supply	138.28	Spraybuffing Cleaner, Towels, Scrub Pads, Disposable Gloves
	576 80 31 01				Janitorial Supplies - Parks 001 000 576 General Fund	138.28	Spraybuffing Cleaner, Towels, Scrub Pads, Disposable Gloves - Recreation Center
14600	08/22/2017	2017	5470	4035	Sarco Supply	168.44	Air Freshener, Towels, Bathroom Cleaner
	518 30 31 03				Oper Sup/PWF 001 000 518 General Fund	168.44	Air Freshener, Towels, Bathroom Cleaner - Public Works
14506	08/22/2017	2017	5471	7530	Schumacher, Donald	213.75	05-02950.1 - 1314 WEST MOUNT DR
	343 10 00 00				Storm Drain Fees & Charges 415 000 340 Storm Drain	-52.41	

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	343 40 00 00		Sale Of Water		425 000 340 Water Fund (depart	-58.46	
	343 50 00 00		Sewer Revenues		430 000 340 Sewer Fund (depar	-102.88	
14515	08/22/2017	2017	5472	2988	Singleton, Andre'	14.37	07-00060.0 - 105 BIRCH ST
	343 10 00 00		Storm Drain Fees & Charges		415 000 340 Storm Drain	-2.95	
	343 40 00 00		Sale Of Water		425 000 340 Water Fund (depart	-3.43	
	343 50 00 00		Sewer Revenues		430 000 340 Sewer Fund (depar	-7.99	
14603	08/22/2017	2017	5473	7723	Snope, Jillian	100.00	Refund Rental Deposit / Jillian Snope
	586 00 00 00		Deposit Refunds		001 000 580 General Fund	100.00	Refund Rental Deposit / Jillian Snope - Wading Pool (Event Date: 07/29/17) Kid's Birthday Party
14609	08/22/2017	2017	5474	4087	Star Rentals	105.70	Trash Wacker Pump, Suction Hose, Discharge Hose Rentals - National Night Out
	521 22 49 05		Reimbursable Programs		001 000 521 General Fund	105.70	Trash Waker Pump, Suction Hose, Discharge Hose Rentals - National Night Out (Dunk Tank)
14604	08/22/2017	2017	5475	4328	Systems for Public Safety Inc	360.54	#49845D (2009 Crown Victoria) Battery, Install Sector Printer
	548 65 48 08		O & M - Police		501 000 548 Equipment Rental 1	360.54	#49845D (2009 Crown Victoria) Removed & Replaced Battery "Old Battery Would Not Hold A Charge", Installed Customer Supplied Sector Printer & Hardwired Power
14605	08/22/2017	2017	5475	4328	Systems for Public Safety Inc	171.65	#49844D (2009 Crown Victoria) Inspect Rattle
	548 65 48 08		O & M - Police		501 000 548 Equipment Rental 1	46.71	#49844D (2009 Crown Victoria) Inspect Front End Rattle: Road Tested & Inspected, No Safety Concerns At This Time, Ongoing Problem May Be Body Mount Washer - Suggest Replace As A First Step
	548 65 48 08		O & M - Police		501 000 548 Equipment Rental 1	124.94	#49844D (2009 Crown Victoria) Inspect Sector Printer Which Is Not Connecting With Computer: Found USB Cord Connected Properly, Cord Starts At Bottom Dock & Travel To Printer, Downloaded Updated Driver
14606	08/22/2017	2017	5475	4328	Systems for Public Safety Inc	83.15	#60943D (2016 Interceptor) LOF
	548 65 48 08		O & M - Police		501 000 548 Equipment Rental 1	83.15	#60943D (2016 Interceptor) Lube, Oil, Filter
14539	08/22/2017	2017	5476	4120	Tacoma Daily Index	80.78	Environmental Determination - Short-Term Rental Establishments
	558 60 41 01		Advertising - Planning		001 000 558 General Fund	80.78	Environmental Determination - Short-Term Rental Establishments
14607	08/22/2017	2017	5477	4133	Tacoma Rubber Stamp	99.13	Name Plates: Erin Campbell & Gina Costanti-Eacrett
	512 50 31 00		Office & Oper Supplies-Court		001 000 512 General Fund	99.13	Name Plates: Erin Campbell (Court Clerk) & Gina Costanti-Eacrett (Court Clerk)

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14610	08/22/2017	2017	5478	4139	Tapco Visa Card	186.88	Brown Bear / Car Wash Ticket Books (3) - Police
	548 65 48 08		O & M - Police		501 000 548 Equipment Rental I	186.88	Brown Bear / Car Wash Ticket Books (3 Ticket Books With 10 Car Washes Per Book) - Police
14612	08/22/2017	2017	5478	4139	Tapco Visa Card	530.55	Tulalip Casino Hotel / ERWOW Conference Lodging (Partial Pay To Reserve Rooms)
	534 10 43 00		Travel - Water		425 000 534 Water Fund (depart	530.55	Tulalip Casino Hotel / ERWOW Conference Lodging (Partial Pay To Reserve Rooms) Jeff Davis, Jim Marzano, Bryce Wakefield
14544	08/22/2017	2017	5479	4180	Utilities Underground	50.82	July 2017 Locates
	534 10 49 00		Miscellaneous - Water		425 000 534 Water Fund (depart	25.41	July 2017 Locates - Water
	535 10 49 00		Miscellaneous - Sewer		430 000 535 Sewer Fund (depart	25.41	July 2017 Locates - Sewer
14549	08/22/2017	2017	5480	4181	Utility Services Associates LLC	735.00	Water Line Survey & Pinpointing Leaks
	534 50 48 01		Rep & Maint - Water Maint		425 000 534 Water Fund (depart	735.00	Water Line Survey & Pinpointing Leaks (Pasadena - Found Leak) & 1200 Block Contra Costa (No Leaks) & Monterey (No Leaks)
14552	08/22/2017	2017	5481	4188	Verizon Wireless LLC	360.19	07/02/17 - 08/01/17 Police Loaner Laptops (8) & Information Systems Laptop (1)
	521 22 42 00		Communication - Police		001 000 521 General Fund	360.19	07/02/17 - 08/01/17 Police Loaner Laptops (8) & Information Systems Laptop (1)
14553	08/22/2017	2017	5481	4188	Verizon Wireless LLC	275.13	Public Works Plan (9 Phones) & Global Positioning System Air Card (1)
	531 50 42 00		Communication - Storm		415 000 531 Storm Drain	10.00	GPS Air Card - Storm
	531 50 42 00		Communication - Storm		415 000 531 Storm Drain	58.78	PW Cell Phones (07/02/17 - 08/01/17) - Storm
	534 10 42 00		Communication - Water		425 000 534 Water Fund (depart	10.01	GPS Air Card - Water
	534 10 42 00		Communication - Water		425 000 534 Water Fund (depart	58.78	PW Cell Phones (07/02/17 - 08/01/17) - Water
	535 10 42 01		Communication - Sewer		430 000 535 Sewer Fund (depart	10.00	GPS Air Card - Sewer
	535 10 42 01		Communication - Sewer		430 000 535 Sewer Fund (depart	58.78	PW Cell Phones (07/02/17 - 08/01/17) - Sewer
	542 30 42 00		Communication - Street		101 000 542 City Street Fund	10.00	GPS Air Card - Street
	542 30 42 00		Communication - Street		101 000 542 City Street Fund	58.78	PW Cell Phones (07/02/17 - 08/01/17) - Street
14550	08/22/2017	2017	5482	6270	WR McDonald Company	703.36	Booster Pump Station SCADA System Connectors
	534 50 48 01		Rep & Maint - Water Maint		425 000 534 Water Fund (depart	703.36	Booster Pump Station SCADA System 4-Pin Connectors (Quantity: 10) Includes 2 Hrs Labor On 06/29/17 & 3 Hrs Labor On 08/04/17
14602	08/22/2017	2017	5483	4200	Walrath Trucking Inc	108.83	River Rock - Emerson Right-Of-Ways

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542 30 31 02					Oper Supplies - Street Reg	108.83	River Rock - Emerson Right-Of-Ways

Total: 484,140.81

Fund

001 General Fund	114,406.55
101 City Street Fund	282,609.27
415 Storm Drain	1,151.12
425 Water Fund (department)	11,531.14
430 Sewer Fund (department)	3,491.51
431 RelocateBackyard Sewer	69,479.34
501 Equipment Rental Fund	1,471.88

This report has been reviewed by:

REMARKS:

Signature & Title

Date

CITY OF FIRCREST
SPECIAL CITY COUNCIL MEETING MINUTES
MONDAY, JULY 31, 2017 **COUNCIL CHAMBERS**
6:00 P.M. **FIRCREST CITY HALL, 115 RAMSDELL STREET**

CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL

Mayor Matthew Jolibois called the special meeting to order at 6:00 P.M. and led the pledge of allegiance. Councilmembers Blake Surina, Shannon Reynolds, Brett Wittner, Hunter T. George, Denny Waltier, and Jason Medley were present.

AGENDA MODIFICATIONS

There were none.

INTERIM CITY MANAGER RECOMMENDED PRELIMINARY 2018 BUDGET

Interim City Manager Johnston led the discussion on the preliminary City Manager recommended 2018 budget. Johnston stated that he had collected input from each City department and is now ready to receive Council feedback, which will feed into the 2018 budget. Johnston indicated that the budget will assume a 3% CPI for inflationary purposes and commended the City for developing dedicated funds for capital programs over the years. Johnston referred to a handout staff prepared for the Council containing information regarding placing a bond measure for 2018 as well as a press release that was issued regarding the excessive heat warning during the week of August 1st and the availability of cooling rooms at the Roy H. Murphy Community Center. Referencing a handout prepared by staff, Johnston briefed the Council on staff recommended preliminary 2018 new budget items, which included department items from Administration, Legislative, Court, non-departmental, Personnel, Police, Planning, and Recreation. After some discussion, there was a general consensus from Council to move forward with the majority of the preliminary budget items, and to pursue the following:

- Johnston to solicit the assistance from the Prothman Company to assess an appropriate level of compensation for the City Manager position.
- City to absorb all credit card transactions fees the first year and reassess for a possible readjustment the following year.
- Prioritizing needs to ensure they are supported by revenues.

Johnston briefed the Council on the proposed capital budget items, which are based on Council approved capital schedules and plans, that included items in the General Fund, Street Fund, Storm Drain Fund, Sewer Fund, Water Fund, and Equipment Rental and Replacement Fund. Johnston included \$2,000,000 as an estimate for the cost of the replacement of the Fircrest pool and recommended the Council consider debt financing as it helps address the time-sensitive maintenance issues of the pool.

The Council submitted the following items for staff investigation: online registration system, push email notification system, meeting management software programs, contracting court services, strategic partnerships to pool resources in order to minimize costs, interdepartmental

July 31, 2017

Fircrest City Council Meeting Minutes – Special 2

resource sharing, rental business licenses, portable HD cameras, and street beautification and heritage corridor designation.

ADJOURNMENT

Reynolds Moved to adjourn the meeting at 7:42 P.M., seconded by Wittner. The Motion Carried Unanimously.

Matthew Jolibois, Mayor

Jessica Nappi, City Clerk

CITY OF FIRCREST
REGULAR CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 8, 2017 **COUNCIL CHAMBERS**
7:00 P.M. **FIRCREST CITY HALL, 115 RAMSDELL STREET**

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Mayor Matthew Jolibois called the regular meeting to order at 7:00 P.M. and led the Pledge of Allegiance. Councilmembers Blake Surina, Shannon Reynolds, Brett Wittner, Hunter T. George, Denny Waltier, and Jason Medley were present.

PRESIDING OFFICER'S REPORT

A. Presentation: Tacoma Fire Department

Michael Fitzgerald, Tacoma Fire Department Assistant to the Chief, Budget and Finance, presented the 2017 Quarter 2 performance and emergency response update. Fitzgerald's presentation included year-over-year/year-to-date emergency incidents and department performance for Fire, EMS, and Other (primarily includes automatic alarms, investigate only calls, search/rescue) in the City of Fircrest as well as initiatives the department is pursuing. In response to Council inquiry, Fitzgerald will provide local statistics on the opioid epidemic effects to the City Manager.

CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA

Jolibois invited public comment. The following individuals provided comments:

- Yolonda Brooks, 6448 S 19th Street, commented on her experience running for council.

COMMITTEE, COMMISSION AND LIAISON REPORTS

A. Parks & Recreation

Surina reported that the Parks & Recreation department has been preparing for the upcoming 'Fun Day's event and stated that the Parks Advisory Committee will be holding a public meeting on August 9, 2017 to present the 2017 Community Center and Pool Survey.

B. Environment, Planning, Building

Medley reported no updates.

C. Finance, IT

Reynolds reported that staff anticipates bringing the mid-year budget report and budget amendment to the August 22, 2017 Council meeting.

D. Administration

Wittner reported that Johnston has accepted a city manager position in Covington, Kentucky and his last day will be August 11, 2017.

The Council commended Johnston on his work with the City for the past 10 weeks and the leadership he has brought.

CONSENT CALENDAR

Jolibois requested the City Clerk read the consent calendar as follows: approval of Voucher No. 209793 through Voucher No. 209870 in the amount of \$359,953.16; approval of Payroll Check No. 12793 through Payroll Check No. 12796 in the amount of \$6,193.12; approval of Payroll Check No. 12797 through Payroll Check No. 12802 in the amount of \$84,560.88;

approval of Payroll Check No. 12803 through Payroll Check No. 12838 in the amount of \$107,024.17; approval of the July 17, 2017 special meeting minutes; and approval of the July 25, 2017 regular meeting minutes. **Reynolds Moved to approve the Consent Calendar as read; seconded by Wittner. The Motion Carried Unanimously.**

PUBLIC HEARING

No public hearing was scheduled.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

A. Motion to confirm the City Manager’s appointment of John A. Miller as Municipal Court Judge for a four-year term, which expires December 31, 2021

Johnston briefed the Council on the motion to reappoint John A. Miller as Fircrest Municipal Court Judge. Jolibois invited public comment; Council commended Miller. **Waltier Moved to confirm the City Manager’s appointment of John A. Miller as Fircrest Municipal Court Judge for a four-year term; seconded by Reynolds. The Motion Carried Unanimously.**

B. Resolution No. 1489 authorizing the City Manager to execute an agreement with the Association of Washington Cities Employee Benefit Trust for the AWC Employer Master Plan Participation Agreement

Johnston briefed the Council on the resolution that would authorize the City Manager to execute an agreement with the Association of Washington Cities Employee Benefit Trust for an AWC Employer Master Participation Agreement. Jolibois invited public comment; none was provided. **Medley Moved to approve Resolution 1489 as written; seconded by George. The Motion Carried Unanimously.**

CITY MANAGER COMMENTS

Johnston thanked the Council, citizens, and staff for allowing him to serve as the City’s interim city manager.

DEPARTMENT HEAD COMMENTS

- Police: Chief Cheesman thanked Johnston for his service and stated that Officer Gollinger has been accepted into the academy. Cheesman briefed the Council on a Crime Stoppers case, recent car-breakins, and how citizen tip led to an arrest and recovery of stolen property.
- Parks and Recreation: Director Grover briefed the Council on receiving a quote for the tennis court repair, the upcoming August 9, 2017 public meeting, and ‘Fun Day’s events.

COUNCILMEMBER COMMENTS

The Council commended Judge Miller, recognized Johnston for his service and level of professionalism, applauded Yolonda Brooks for her efforts, and thanked Cheesman for his efforts in organizing the ‘National Night Out’ event.

EXECUTIVE SESSION

Jolibois stated Council would convene into Executive Session at 7:50 P.M. after a five minute recess, not to exceed thirty minutes, for a discussion with Johnston and the City Attorney on the qualifications of an applicant for public employment [RCW 42.30.110(1)(g)] with possible action upon reconvening.

The Council reconvened into regular session at 8:05 P.M. **Medley MOVED to approve Bill McDonald as Interim City Manager; seconded by Reynolds.** George provided a briefing on Bill McDonald, stating he is a retired former city manager as well as the recruiter for Prothman Company assigned to recruit a permanent city manager for Fircrest, and is anticipated to work for the City on a part-time basis two days a week. Reynolds stated that although she supports promoting from within, there was no interest at the staff level, and is excited to support this motion and work with a well-experienced city manager. Jolibois invited public comment; Yolonda Brooks of 6448 S 19th Street inquired if the other former candidates had been considered for the interim city manager position. Jolibois stated they were available but not interested, and George added there was a sense of urgency to fill the interim position given the short notice and meet signature authority. **The Motion Carried Unanimously.**

ADJOURNMENT

Reynolds Moved to adjourn the meeting at 8:10 P.M, seconded by Medley. The Motion Carried Unanimously.

Matthew Jolibois, Mayor

Jessica Nappi, City Clerk

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE: August 22, 2017

SUBJECT: Resolution authorizing execution of an agreement with eCivis, Inc., for a subscription to their grant search software and other services.

FROM: Bill McDonald, Interim City Manager

Reviewed by: Bmc City Manager AG Finance Director MBS City Attorney

RECOMMENDED MOTION: I move to adopt Resolution No. _____ authorizing the City Manager to execute an agreement with eCivis, Inc., for a subscription to their grant search software and other services from September 14, 2017 through September 13, 2018

PROPOSAL: Council is being asked to authorize entering into an agreement with eCivis, Inc., that will allow Fircrest staff to access numerous sites that provide for grant applications. There is also an email notification system that will send an email to the city when certain types of grants become open for applications. This service provides access to foundation grants that may be applicable to the City.

FISCAL IMPACT: The license fee for one year is \$1,200 and is included in the 2017 Budget.

ADVANTAGE: This will provide the City access to foundation and other grants that would otherwise be difficult to locate. The advance email notification feature is very useful to help keep track of grants that may open up for application at variable times.

DISADVANTAGES: Other than cost, none are identifiable at this time.

ALTERNATIVES: Not subscribe to the service and continue to look at many various websites.

HISTORY: Council has expressed interest in locating and applying for grants to provide for projects that cannot be funded in the annual budget. We had a prior agreement with eCivis and this agreement will continue to augment our current efforts in obtaining such grants as the TIB grants and grants from PSRC.

Attachments: Resolution
eCivis Master Subscription and Service Agreement

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**CITY OF FIRCREST
RESOLUTION NO. 1490**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF FIRCREST, WASHINGTON, AUTHORIZING THE
CITY MANAGER TO EXECUTE AN AGREEMENT WITH
ECIVIS, INC., FOR A SUBSCRIPTION TO THEIR GRANT
SEARCH SOFTWARE AND SERVICES**

WHEREAS, the City of Fircrest has an interest in obtaining grants for City projects;
and

WHEREAS, the firm of eCivis, Inc., can provide use of software that allows for
searching multiple grant websites and provide notification when grants become
available for applications; and

WHEREAS, the City has previously entered into an agreement with eCivis and this
will continue to provide the City with an efficient and effective means to access grant
websites; and

WHEREAS, eCivis, Inc., requires a new Master Subscription and Service Agreement
by September 14, 2017; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:

Section 1. The City Manager is hereby authorized and directed to execute an
agreement with eCivis, Inc., for a subscription for their services from September 14,
2017 through September 13, 2018.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 22nd day of August
2017.

APPROVED

Matthew P. Jolibois, Mayor

ATTEST:

Jessica Nappi, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney



ECIVIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT

Date 8/10/2017

Contract No. 11059

This Agreement is made by and between:

eCivis, Inc., a Delaware corporation ("eCivis")

418 N. Fair Oaks Ave. #301
Pasadena, CA 91103
Fax: (626) 628-3232
Sales Contact:
Mark Manfre

and

City of Fircrest, WA ("Customer")

115 Ramsdell St
Fircrest, WA 98466-6912
Phone: 253-238-4135
Principal Contact and Master Access Holder:
Abbie Maenhout, Administrative Assistant

This Agreement, and the Exhibits attached hereto, set forth the business relationship between the parties and the terms and conditions under which the following products are licensed and Services are provided to Customer, and supersedes all previous agreements between eCivis and Customer.

GN: Recurring Annual Subscription Fee	Description	Units	Avg Unit Price	Total Price
Grants Network: Standard License 1 User	Grants Network: Pre- AND Post-award Software Subscription	1	\$1,200.00	\$1,200.00
GN: Recurring Annual Subscription Fee Sub-Total				\$1,200.00
TOTAL PRICE				\$1,200.00

Subscription Period(s) and Payment Terms

The Subscription Period of this Agreement will conclude 9/13/2018. Payment is due net 30 days from invoice date.

Cycle 1: 9/14/2017 through 9/13/2018 for a price of \$1,200.00


PRICE IS ONLY VALID IF AGREEMENT IS SIGNED ON OR BEFORE: September 13, 2017.

IN WITNESS WHEREOF, the parties hereto have caused to be executed or executed this Agreement as of the day and year first above written.

Accepted By:
City of Fircrest, WA

Accepted By:
eCivis, Inc.

By: _____
(Authorized Signature)

By: 
(Authorized Signature)

Name: _____
(type or print)

Name: James Ha
(type or print)

Title: _____

Title: CEO

Date: _____

Date: 8/10/2017

Send invoice to (if different than address above): _____

eCivis Master Subscription and Service Agreement

THIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT ("AGREEMENT") GOVERNS YOUR ACQUISITION AND USE OF ALL OUR SERVICES.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on July 31, 2015. It is effective between You and Us as of the date of You accepting this Agreement.

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1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Professional Services" means work performed by Us for You by Our professional services division under this Agreement or any relevant purchase order. Such work may include, but not limited to, Grant Writing, Peer Review, Technical Assistance and/or Training services.

"Purchased Services" means Services that You or Your Affiliates purchase under this Agreement for Grants NetworkTM products and Professional Services.

"Services" means the products and services that are ordered by You and made available by Us online via the customer login link at <http://www.ecivis.com> and/or other web pages designated by Us.

"Users" means individuals who are authorized by You to use the Services, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users are limited to Your employees. Non-employees such as Consultants, contractors and agents, and third parties with which You transact business may not be granted access.

"We," "Us" or "Our" means eCivis, a Delaware corporation.

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"Your Data" means all electronic data or information submitted by You to the Purchased Services.

2. PURCHASED SERVICES

2.1. Provision of Purchased Services. We shall make the Purchased Services available to You pursuant to this Agreement and any relevant Purchase Order during a subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.2. User Subscriptions. Unless otherwise specified in writing, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

3. USE OF THE SERVICES

3.1. Our Responsibilities. We shall: (i) provide Our basic support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours notice via the Purchased Services and which We shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Pacific Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.

3.2. Our Protection of Your Data. We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 7.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

3.3. Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the user guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

3.4. Usage Limitations. Services may be subject to other limitations, such as, for example, limits on the number of grants that can be managed in Our Grants Network™ Tracking & Reporting product, on the number of grant applications, peer reviews and/or trainings provided by Us. Any such limitations are specified in the signature page of this Agreement.

3.5. Third Party Data. We do not own data or files submitted to Grants Network by third parties. You assume all risks that may occur from downloading third-party data or files.

4. PROFESSIONAL SERVICES, COOPERATION: DELAYS

4.1. Should this Agreement include Professional Services as part of its User Subscriptions and each party agrees to cooperate reasonably and in good faith with the other in the performance of such Professional Services and acknowledges that delays may otherwise result. You agree to provide, or provide access to, the following as needed, and when applicable, for Services that require Us to be at Your location: office workspace, telephone and other facilities, suitably configured computer equipment with Internet access, complete and accurate information and data from Your employees and agents, continuous administrative access to its ecivis.com account, coordination of onsite, online and telephonic meetings, and other resources as reasonably necessary for satisfactory and timely performance of the Professional Services.

4.2. Each party agrees its respective employees and agents will reasonably and in good faith cooperate with each other in a professional and

courteous manner in the performance of their duties under this Agreement to complete such Professional Services.

4.3. It is understood by You that delays in providing material or information resulting in missed grant application deadlines does not constitute non delivery of grant writing services by Us. We shall provide a reasonable timeline to ensure the delivery of Our Professional Services.

4.4. Peer Review Services. Should this Agreement include Peer Review services, upon mutual agreement by Us and You, Peer Review services may be exchanged with "customized services" of equivalent value, if such Services are available at the time of request. Such "customized services" may include, but not limited to, customized funding searches, consulting, coaching, and training.

4.5. You shall provide to Us written acceptance of each Professional Service listed in Exhibit A within 5 business days of Professional Services being delivered to You. Failure to provide written acceptance during this period shall be deemed acceptance of Professional Services delivered.

5. FEES AND PAYMENT FOR PURCHASED SERVICES

5.1. Fees. You shall pay all fees specified under this Agreement. Except as otherwise specified herein, (i) fees are based on Services purchased and not actual usage for Purchased Services, (ii) payment obligations are non-cancelable and fees paid are non-refundable and will not result in any refund or credit and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term.

5.2. Invoicing and Payment. You will provide Us with valid and updated credit card information, or pay by check. If You provide credit card information to Us, You authorize Us to charge such credit card for all Services listed under this Agreement for the initial subscription term and any renewal subscription term(s) as set forth in Section 10.2 (Term of Purchased User Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated under this Agreement. Unless otherwise stated in this Agreement, invoice charge(s) are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

5.3. Overdue Charges. If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).

5.4. Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for Our Services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, suspend Our Services to You until such amounts are paid in full. We will give You at least 7 days' prior notice that Your account is overdue.

5.5. Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

6. PROPRIETARY RIGHTS

6.1. Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

6.2. Restrictions. You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivative works based on the Services except as authorized herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

6.3. Your Applications and Code. If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

6.4. Your Data. Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.

6.5. Suggestions. We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

7. CONFIDENTIALITY

7.1. Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information is subject to open records requirements defined by state statute, unless explicitly exempt under state statute. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

7.2. Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.

7.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8. WARRANTIES AND DISCLAIMERS

8.1. Our Warranties. We warrant that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Services shall perform materially in accordance with this Agreement, (iii) We will not transmit Malicious Code to You, provided it is not a breach of this subpart (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) below.

8.2. Your Warranties. You warrant that You have validly entered into this Agreement and have the legal power to do so.

8.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. LIMITATION OF LIABILITY

9.1. Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) WILL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES AND PAYMENT FOR PURCHASED SERVICES).

9.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. TERM AND TERMINATION

10.1. Term of Agreement. This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

10.2. Term of Purchased User Subscriptions. User subscriptions purchased by You commence on the start date specified under this Agreement and continue for the subscription term specified herein.

10.3. Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4. Return of Your Data. Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

10.5. Surviving Provisions. Section 5 (Fees and Payment for Purchased Services), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Limitation of Liability), 10.4 (Return of Your Data), 11 (Governing Law and Jurisdiction), 12 (General Provisions) and 13 (Mutual Indemnification) shall survive any termination or expiration of this Agreement.

11. GOVERNING LAW AND JURISDICTION

11.1. Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California as it applies to a contract made and performed in such state.

12. GENERAL PROVISIONS

12.1. Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department (legal@ecivis.com).

12.2. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.3. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.4. Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

12.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.6. Attorney Fees. You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 5.2 (Invoicing and Payment).

12.7. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.8. Entire Agreement. This Agreement, including all exhibits and addenda hereto constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification,

amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted.

13. MUTUAL INDEMNIFICATION

13.1. Indemnification by Us. We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim Against You"), and shall indemnify You for any damages, attorney fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim Against You, or if We reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to You (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under "Our Warranties" above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such Services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

13.2. Indemnification by You. You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against Us"), and shall indemnify Us for any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

13.3. Exclusive Remedy. This Section 13 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

[Remainder of page intentionally left blank, signature page is on the cover page to this Agreement]

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE: August 22, 2017

SUBJECT: Budget Amendment, 1st Reading

FROM: Colleen Corcoran, Finance Director

Reviewed by: BMC City Manager CC Finance Director ABS City Attorney

RECOMMENDED MOTION: None. Introduction of Proposed Ordinance Only.

PROPOSAL: This is a request for additional appropriations for anticipated revenues and expenditures not foreseen at the time of filing the 2017 Preliminary Budget and not provided for in the Adopted 2017 Budget.

FISCAL IMPACT: The fiscal impact of this proposal would be increases in expenditures with corresponding increases in revenue or corresponding decreases in undesignated fund balances as follows:

<u>General Fund</u>	<u>Increase/ (Decrease)</u>
Revenues	
Youth Baseball Registration (001.347.60.00.02)	\$10,950
Expenditures	
Codification Costs (511.60.49.03)	\$2,500
Advertising-Legislative (511.60.41.01)	\$2,000
Court Interpreter (512.50.41.03)	\$2,000
Salary & Wages-Admin (513.10.10.00)	(10,000)
Professional Services-Admin (513.10.41.00)	\$64,500
Central Office Printing (518.10.34.02)	\$2,000
Youth Baseball (571.20.49.09)	\$3,500
Repairs & Maint.-Parks (576.80.48.00)	\$3,000
Uniforms-Police (521.22.49.01)	\$5,500
Machinery & Equipment-Police (594.21.64.00)	\$101,560
Other Improvements-Parks (594.21.64.00)	\$35,000

Desg. Ending Fund Balance-44 th Street (508.10.00.01)	(35,000)
Undesignated Ending Fund Balance (508.80.00.01)	(\$165,610)

Sewer Fund

Expenditures	
Sewer Treatment Services (535.60.51.00)	\$150,000
Project Engineering (594.35.63.03)	\$100,000
Undesignated Ending Fund Balance (508.80.04.30)	(\$250,000)

ERR Fund

Expenditures	
Capital Outlay-Admin (594.48.64.03)	\$1,100
Capital Outlay-Info Systems (594.48.64.03)	(\$1,000)
Capital Outlay-Street (594.48.64.12)	\$14,200
Ending Fund Balance-ERR (508.10.05.01)	(14,200)

The City of Fircrest adopts an annual budget at the fund level. The above adjustments will result in an Amended 2017 Budget by fund as follows:

2017 REVENUES, EXPENDITURES & BALANCES BY FUND

<u>FUND</u>	<u>ORIGINAL</u>	<u>ADJUT 5/9/17</u>	<u>ADJUST 9/12/17</u>	<u>AMENDED</u>
General	7,739,626	229,726	10,950	7,980,302
Street	2,625,622	14,890		2,640,512
Storm Drain	1,121,800	(24,158)		1,097,642
Water	1,833,670	24,484		1,858,154
Sewer	3,918,200	48,441		3,966,641
BYSM	1,379,164	(58,552)		1,320,612
ERR	1,863,099	(10,570)		1,852,529
Police Investigation	11,500			11,500
REET	1,509,300	(31,151)		1,478,149
Cumulative Reserve	3,530,763			3,530,763
Total	25,532,744	193,110	10,950	25,736,804

ADVANTAGES: This proposal will provide necessary budget for the following:

1. Youth Baseball Registration – additional revenue received
2. Codification Costs - \$2,500 for Title 22 updates
3. Advertising – additional costs for annexation
4. Court Interpreter – additional costs for required change in policy
5. Salary & Wages – net after vacation payout and vacant City Manager position
6. Professional Services-Admin. – City Manager search and interim compensation
7. Central Office Printing – increased printing for business cards and forms
8. Youth Baseball – increase cost due to additional number of participants
9. Repairs & Maintenance-Parks – Irrigation leak repair by pool pit room
10. Uniforms-Police – outfitting two new officers
11. Machinery & Equipment Capital-Police – two new vehicles per Police Guild contract
12. Machinery & Equipment-Public Safety Building – replace HVAC unit
13. Other Improvements-Parks – Resurface Whittier tennis courts
14. Designated Ending Fund Balance 44th Street – decrease for tennis courts
15. Undesignated Ending Fund Balance-General – net decrease
16. Sewer Treatment Services – increased cost based on new formula
17. Project Engineering – Preliminary design of Drake Street lift station
18. Ending Fund Balance-Sewer – net decrease
19. Capital Outlay-Administration – purchase City Clerk computer instead of Info System
20. Capital Outlay-Info Systems – purchased City Clerk computer instead of Info System
21. Capital Outlay-Street – purchase snow plow to fit on new truck

DISADVANTAGES: Decrease in Ending Fund Balance:

- General (\$189,050)
- Sewer (\$250,000)
- ERR (\$14,200)

ALTERNATIVES: None.

Attachment: Ordinance

**CITY OF FIRCREST
ORDINANCE NO. _____**

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**AN ORDINANCE OF THE CITY OF FIRCREST,
WASHINGTON, AUTHORIZING EMERGENCY
EXPENDITURES OF FUNDS FOR MATTERS NOT FORESEEN
AT THE TIME OF FILING THE PRELIMINARY BUDGET FOR
2017 AND NOT PROVIDED FOR IN THE ANNUAL BUDGET
FOR 2017.**

WHEREAS, the City anticipates certain revenues and expenditures not foreseen at the time of filing the Annual Budget for 2017; and

WHEREAS, the City of Fircrest adopts an annual budget at the fund level; and

WHEREAS, it is necessary to amend the adopted 2017 Budget to defray the anticipated expenditures; Now, Therefore,

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

Section 1. These revenues and expenditures are not one of the emergencies specifically enumerated in RCW 35A.33.080.

Section 2. The anticipated revenues and expenditures are as follows:

<u>General Fund</u>	<u>Increase/ (Decrease)</u>
Revenues	
Youth Baseball Registration (001.347.60.00.02)	\$10,950
Expenditures	
Codification Costs (511.60.49.03)	\$2,500
Advertising-Legislative (511.60.41.01)	\$2,000
Court Interpreter (512.50.41.03)	\$2,000
Salary & Wages-Admin (513.10.10.00)	(\$10,000)
Professional Services-Admin (513.10.41.00)	\$64,500
Central Office Printing (518.10.34.02)	\$2,000

1	Youth Baseball	\$3,500
	(571.20.49.09)	
2	Repairs & Maint.-Parks	\$3,000
	(576.80.48.00)	
3	Uniforms-Police	\$5,500
	(521.22.49.01)	
4	Machinery & Equipment-Police	\$101,560
	(594.21.64.00)	
5	Other Improvements-Parks	\$35,000
	(594.21.64.00)	
6	Desg. Ending Fund Balance-44 th Street	(\$35,000)
	(508.10.00.01)	
7	Undesignated Ending Fund Balance	(\$154,050)
	(508.80.00.01)	
8		
9		
	<u>Sewer Fund</u>	
10	Expenditures	
	Sewer Treatment Services	\$150,000
	(535.60.51.00)	
11	Project Engineering	\$100,000
	(594.35.63.03)	
12	Undesignated Ending Fund Balance	(\$250,000)
	(508.80.04.30)	
13		
14		
	<u>ERR Fund</u>	
15	Expenditures	
	Capital Outlay-Admin	\$1,100
	(594.48.64.03)	
16	Capital Outlay-Info Systems	(\$1,000)
	(594.48.64.03)	
17	Capital Outlay-Street	\$14,200
	(594.48.64.12)	
18	Ending Fund Balance-ERR	(\$14,200)
	(508.10.05.01)	
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1 **Section 3.** The anticipated revenues and expenditures will result in the 2017 Amended
2 Budget by fund as follows:

3 2017 REVENUES, EXPENDITURES & BALANCES BY FUND

4 <u>FUND</u>	<u>ORIGINAL</u>	<u>ADJUT 5/9/17</u>	<u>ADJUST 9/12/17</u>	<u>AMENDED</u>
5 General	7,739,626	229,726	10,950	7,980,302
6 Street	2,625,622	14,890		2,640,512
7 Storm Drain	1,121,800	(24,158)		1,097,642
8 Water	1,833,670	24,484		1,858,154
9 Sewer	3,918,200	48,441		3,966,641
10 BYSM	1,379,164	(58,552)		1,320,612
11 ERR	1,863,099	(10,570)		1,852,529
12 Police Investigation	11,500			11,500
13 REET	1,509,300	(31,151)		1,478,149
14 Cumulative Reserve	3,530,763			3,530,763
15 Total	25,532,744	193,110	10,950	25,736,804

16 **PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST,**
17 **WASHINGTON,** at a regular meeting thereof this 12th day of September 2017.

18 APPROVED:

19 _____
20 Matthew Jolibois, Mayor

21 ATTEST:

22 _____
23 Jessica Nappi, City Clerk

24 APPROVED AS TO FORM:

25 _____
26 Michael B. Smith, City Attorney

27 Publication Date:

28 Effective Date:



City of Tacoma
Fire Department

CITY OF FIRCREST

AUG 14 2017

RECEIVED

August 9, 2017

Mr. David Johnston
Interim City Manager
City of Fircrest
115 Ramsdell Street
Fircrest, WA 98466-6999

Dear Mr. Johnston,

In reply to Council Member Waltier's question concerning Tacoma Fire Department (TFD)'s local experience with opioid addiction, our emergency incident reports do not specifically include information that makes it easy to identify responses due to opioid addiction. Our general reporting category includes responses for all overdoses, including other non-narcotic prescription and recreational drugs.

We attempted to derive an answer to the Council Member's question by researching the number of times that Naloxone (Narcan), a narcotic blocker used for drug overdoses, was administered by Firefighter/Paramedics from 2010 to the current date in 2017. For our entire service area, the summary data is reported below.

<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017 (-)</u>
68	69	71	168	193	187	139	76

While I cannot provide Fircrest's portion of the above for the entire period, Medical Services Officer Michael Newhouse reported to me that last year we had three incidents involving Naloxone administration in Fircrest. At this point for 2017, we reported one such incident in Fircrest.

Naloxone administration is generally required for incidents involving narcotics overdoses where respiration is severely compromised. There were very likely additional incidents involving overdosed patients where Naloxone was not administered.

If you have any additional questions or desire additional information, please call me at 253-591-5157.

Sincerely,

Michael Fitzgerald, Asst. to the Chief
Budget & Finance

c: James P. Duggan, Fire Chief