

**FIRCREST CITY COUNCIL  
REGULAR MEETING  
AGENDA**

**TUESDAY, FEBRUARY 23, 2021  
7:00 P.M.**

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

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- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PRESIDING OFFICER'S REPORT**
  - A. Pool and Community Center Project
    - o [Spring/ Summer Programming & Pool Season Discussion](#)
- 5. CITY MANAGER COMMENTS**
- 6. DEPARTMENT HEAD COMMENTS**
- 7. COUNCILMEMBER COMMENTS**
- 8. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA** (Please email the City Clerk if you would like to make a public comment. Your comment will be read into the record at the appropriate time. JWESTMAN@CITYOFFIRCREST.NET)
- 9. COMMITTEE, COMMISSION & LIAISON REPORTS**
  - A. Parks & Recreation
  - B. Pierce County Regional Council
  - C. Public Safety, Courts
  - D. Street, Water, Sewer, and Storm Drain
  - E. Other Liaison Reports
- 10. CONSENT CALENDAR**
  - A. Approval of vouchers/payroll checks
  - B. Approval of Minutes: [February 2, 2021, Joint Meeting](#)  
[February 9, 2021, Regular Meeting](#)
  - C. Registering no objections to the: [Fircrest Golf Club liquor license renewal](#)
- 11. PUBLIC HEARING 7:15 P.M. OR SOON THEREAFTER**
- 12. UNFINISHED BUSINESS**
- 13. NEW BUSINESS**
  - A. [Resolution: Point & Pay, LLC Credit Card Services Agreement](#)
  - B. [Resolution: GeoEngineers Contract Amendment](#)
  - C. [End of Year 2020 Financial Report](#)
- 14. CALL FOR FINAL COMMENTS**
- 15. EXECUTIVE SESSION**
- 16. ADJOURNMENT**

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



# Youth Baseball Procedures for Employee Safety and Customer Interaction

**City of Fircrest**  
**Youth Baseball Procedures for Employee Safety and Customer Interaction**

### **Organizing, Playing, and Watching Games**

Players, coaches, volunteers, spectators, and employees are not allowed to be at the field or area of play if they have been diagnosed with COVID-19 (have not recovered or are still within the 14-day quarantine), had symptoms of COVID-19 (within the last 24 hours), or had contact with a person that has or is suspected to have COVID-19 (within the last 14 days). If players, coaches, volunteers, spectators, and employees fall into one of the three categories above, they should contact his or her primary care provider or other appropriate health-care professional. Those who are excluded from training or contests due to COVID-19 symptoms or because they are close contacts must follow DOH and local public health isolation and quarantine guidance before returning to training or contests. People with underlying health conditions should consult with their medical provider regarding participation in athletic activities.

### **General Guidance**

**Wash Your Hands Often:** • Wash your hands often with soap and water for at least 20 seconds, or about the time it takes to recite the ABC's, especially after you have been in a public place, or after blowing your nose, coughing, or sneezing. • The City of Fircrest will supply hand washing or hand sanitizing stations at ball fields. • If soap and water are not readily available, use a hand sanitizer that contains at least 60% alcohol. Cover all surfaces of your hands and rub them together until they feel dry. Leagues are encouraged to provide handwashing stations and/or hand sanitizer, if possible. • Avoid touching your eyes, nose, and mouth. • Players are encouraged to bring their own hand sanitizer for personal use. Hand sanitizer should be placed in all common areas off-field for easy use.

**Cover Your Mouth and Nose with a Cloth Face Covering When Around Others:** • You could spread COVID-19 to others even if you do not feel sick. • Everyone should wear a cloth face covering when they must go out in public, for example, in public areas around your fields and parks. • Cloth face coverings should not be placed on young children under age 2, anyone who has trouble breathing, or is unconscious, incapacitated, or otherwise unable to remove the mask without assistance. • The cloth face covering is meant to protect other people in case you are infected • Continue to keep six feet between yourself and others. The cloth face covering is not a substitute for social distancing.

**Cover Coughs and Sneezes:** • If you are in a private setting and do not have on your cloth face covering, remember to always cover your mouth and nose with a tissue when you cough or sneeze, or use the inside of your elbow. • Throw used tissues in the trash immediately. • Immediately wash your hands with soap and water for at least 20 seconds. If soap and water are not readily available, clean your hands with a hand sanitizer that contains at least 60% alcohol.

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**Social Distancing:** • All players, coaches, volunteers, independent contractors, and spectators should practice social distancing of six feet wherever possible from individuals not residing within their household, especially in common areas. When players are engaging in the sports activity, it is not always possible to social distance, but do your best to keep players six feet apart • Avoid close contact with people who are sick. • Stay home as much as possible.

**Self-monitoring and Quarantine:** • All individuals should measure their body temperature to ensure that no fever is present prior to participating or attending each activity. • All coaches and players will be screened for signs/symptoms of COVID-19 prior to practices and games. • Anyone with a temperature of 99.6 or higher are asked to stay home and will not be allowed to participate until temperature is below 99.6 degrees and no symptoms are present. • Anyone with symptoms of fever, cough, or worsening respiratory symptoms, or any known exposure to a person with COVID-19 should not attend any activities until cleared by a medical professional • If a player, coach, volunteer, or employee is confirmed sick with COVID-19, they must notify the coach and the Fircrest Parks & Recreation Department. A negative test is required to return to activities. • Any individual, including players, at risk for severe illness or with serious underlying medical or respiratory condition should only attend activities with permission from a medical professional.

### **On-Field Guidance**

**Healthy Practices:** • All players and coaches should practice good general health habits, including maintenance of adequate hydration, consumption of a varied, vitamin-rich diet with sufficient vegetables and fruits, and getting adequate sleep. The head coach will complete a roster for each practice/game listing players and volunteers present. • Temperature checks will be confirmed as Febrile or Non-Febrile on the rosters. • All rosters will be kept on file for 28 days to assist with contact tracing in case of a possible exposure to assist with contact tracing in the event of a possible exposure. • The Fircrest Parks and Recreation Department will have a roster of every team, coach, volunteer, and staff member. Attendance rosters will be kept on file for 28 days after the practice or game.

**No Handshakes/Personal Contact Celebrations:** • Players and coaches should take measures to prevent all but the essential contact necessary to play the game. This should include refraining from handshakes, high fives, fist/elbow bumps, chest bumps, group celebrations, etc. We suggest lining up outside the dugout and tipping caps to the opposing team as a sign of good sportsmanship after a game. • Players and families should vacate the field/facility as soon as is reasonably possible after the conclusion of their game to minimize unnecessary contact with players, coaches, and spectators from the next game, ideally within 15 minutes.

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**Drinks and Snacks:** • Athletes, managers/coaches, and umpires should bring their own personal drinks to all team activities. Drinks should be labeled with the person's name. • Individuals should take their own drink containers home each night for cleaning and sanitation or use single-use bottles. • There should be no use of shared or team beverages. • Teams should not share any snacks or food. Players should bring individual, pre-packaged food, if needed.

**Personal Protective Equipment (PPE):** • All managers/coaches, volunteers, umpires, etc., should wear PPE whenever applicable and possible, such as cloth face coverings. • Players should wear cloth face coverings when in close contact areas and in places where recommended social distancing is challenging or not feasible, such as in dugouts. • Players should not wear protective medical gloves on the field during game play. • Players will be permitted to wear a cloth face covering on the field during game play, if physically able to do so, based on any directive of a medical provider or individual determination of the player/ parent/guardian/caretaker. • Cloth face coverings should not be placed on young children under age 2, anyone who has trouble breathing, or is unconscious, incapacitated, or otherwise unable to remove the mask without assistance.

**Dugouts:** • Managers/coaches and players should be assigned spots in the dugout or on the bleachers so that they are at least six feet apart. • Players are to stay at their assigned spots when on the bench or while waiting their turn to bat. • Players and managers/coaches should wear a cloth face covering while in the dugout.

**Player Equipment:** • No personal player bat bags/equipment bags should be allowed in the dugout. Player equipment should be spaced accordingly outside the dugout to prevent direct contact. • Players should have their own individual batter's helmet, glove, bat, and catcher's equipment if possible. • Measures should be enacted to avoid, or minimize, equipment sharing when feasible. • Some critical equipment may not be able to be obtained by every individual. When it is necessary to share critical or limited equipment, all surfaces of each piece of shared equipment must be cleaned first and then disinfected with an EPA approved disinfectant against COVID-19 and allowed sufficient time to dry before used by a new player. Increased attention should be paid to detailed cleaning of all equipment directly contacting the head and face (catcher's mask, helmets). • Player's equipment (e.g., bags, helmets, bats, gloves, etc.) should be cleaned and disinfected after each use by a parent/guardian/caretaker, where applicable. • Individuals disinfecting equipment are encouraged to use gloves while using disinfectants and follow the manufacturer's directions for use. All disinfectants should be stored properly, in a safe area, out of the reach of children. • Players should not share towels, clothing, or other items that they may use to wipe their face or hands. • It is recommended that any shared field preparation equipment be sprayed or wiped with cleaner and disinfectant before and after each use.

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**Baseballs and Softballs:** • Baseballs and softballs should be rotated through on a regular basis, at least every two innings, to limit individual contact. • Umpires should limit their contact with the ball, and catchers should retrieve foul balls and passed balls where possible. • Balls used in infield/outfield warm-up should be isolated from a shared ball container. • Foul balls landing outside the field of play should be retrieved by participating players, coaches, and umpires. No spectators should retrieve the ball.

**Spitting, Sunflower Seeds, Gum, etc.:** • Sunflower seeds, gum, etc., should not be allowed in dugouts or on the playing field. • All players and coaches are to refrain from spitting at all times, including in dugout areas and on the playing field.

### **Game Operations and Umpire Guidance**

**Pre-Game Plate Meetings:** • If possible, plate meetings should be eliminated. • Social distancing of six feet between individuals should be implemented during all pre-game plate meetings between teams and umpires. • Plate meetings should only consist of one manager or coach from each team, and game umpires. • All participants should wear a cloth face covering. • No players should ever be a part of plate meetings.

**Limit League/Game Volunteers:** • For each game, there should only be the required team managers/coaches, umpires, and one (1) league administrator (i.e., Rec Leader) in attendance. • Practices should be limited to the managers/coaches and players. • Scorekeeping should be done by team coaches or team parent/guardian. • Proper social distancing should be always practiced.

**Umpire Placement:** • Umpires are permitted to be placed behind the pitcher's mound/circle to call balls and strikes. Umpires are encouraged to keep a safe distance from players as much as possible. • If physically able, umpires are required to wear cloth face coverings while umpiring.

### **Facility, Fan, and Administrative Guidance**

**Clean and Disinfect Shared Equipment and Surfaces:** • Clean AND disinfect frequently touched surfaces daily and in between all facility uses, including practices and games. This includes tables, doorknobs, light switches, countertops, handles, desks, phones, keyboards, facility equipment, dugouts, toilets, faucets, and sinks. • If surfaces are visibly soiled or dirty, they should be cleaned with a detergent or soap and water prior to disinfection.

**Spread Out Scheduling of Practices and Games:** • League administrators should schedule sufficient time between practices and games to facilitate the complete evacuation of individuals from a previous practice or game from the premises before the next group enters. • Players/families/spectators are instructed not to show up to fields more than 15 minutes before game time. • Where possible, individuals should enter your complex through one point of entry and exit through another. • Arrivals to the complex can be scheduled to help ensure a large number of individuals are not arriving at the same time.

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- If there is a game or practice prior to your event, families and spectators are encouraged to stay in their vehicles or at recommended social distances until the start of their game play to prevent overcrowding of spectator spaces and walkways.
- On-field warm-up should be limited as much as is reasonably possible.
- Ensure sure that practices and games follow all local and state directives regarding the number of people allowed to gather in one place.
- Wait in cars before practice or game; limit the use of van pool or carpools.
- Allow time between practices and games for cleaning and disinfecting.

**Limiting Spectator Attendance:** • **Maximum of 75 people allowed per field or area of play, including spectators.** • All spectators should follow best social distancing practices — stay six feet away from individuals outside their household; wear a cloth face covering at all times; avoid direct hand or other contact with players/managers/coaches during play. • Spectators should bring their own seating or portable chairs when possible. • Maximum of 3 spectators per participant will be permitted at the field or area of play. • **A spectator with any of the following conditions should not attend a practice or game until evaluated by a medical provider and given clearance to do so:**

- Active COVID-19 infection
- Known direct contact with an individual testing positive for COVID-19
- Temperature of 99.6 degrees or higher
- Cough
- Those at higher risk for severe disease should consider consultation with their medical provider before attending a game and should ensure the strictest adherence to guidelines regarding face coverings, distancing, and handwashing. **Such groups include:**
- Those with a serious underlying medical condition, including heart disease, morbid obesity, diabetes, lung disease, immunocompromise, chronic kidney disease, and chronic lung disease.
- Those currently residing in a nursing home or long-term care facility
- Those over 65 years old.

**Public Restrooms:** • Park restrooms will be cleaned and disinfected regularly. Disinfectants will be registered by the EPA for use against COVID-19 10. • Communicate information on available facilities and policies to all parents prior to resuming or beginning season. • Access to public restrooms should be limited if possible. • A “one-in-one-out” policy, where only one individual is permitted within the restroom at one time, should be implemented to ensure adequate distancing in the confined restroom space. • Prior to and after any league activity, restrooms should be thoroughly cleaned and disinfected. Restrooms should be disinfected on a regular basis. • Public water fountains or refillable water stations should not be used, and should be turned off to discourage use, if possible.

**Post Information to Promote Everyday Preventive Actions:** • Leagues should display posters and signs throughout the park to frequently remind visitors to take steps to prevent the spread of COVID-19. These messages may include information about:

- Staying home if you are sick or do not feel well, and what to do if you are sick or feel ill.
- Using social distancing and maintaining at least six feet between individuals in all areas of the park.
- The CDC has downloadable resources available to post at public places; and leagues are encouraged to utilize additional resources from their state or local authorities.

# ACCOUNTS PAYABLE

City Of Fircrest

Time: 08:40:29 Date: 02/19/2021

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo	
<b>23857</b>	<b>02/23/2021</b>	<b>02/23/2021</b>	<b>4298</b>	<b>AWC Employee Benefit Trust</b>	<b>742.50</b>	<b>March 2021 Retired Medical</b>
521 22 20 01	LEOFF I Medical Premium	001 000 521	General Fund	742.50	March 2021 Retired Medical	
<b>23840</b>	<b>02/11/2021</b>	<b>02/23/2021</b>	<b>3933</b>	<b>Asphalt Patch Systems, Inc.</b>	<b>9,521.47</b>	<b>Asphalt Patching - Various City Locations</b>
534 50 48 01	Rep & Maint - Water Main	425 000 534	Water Fund (de	741.83	1406 Woodside	
535 50 48 00	Rep & Maint - Sewer Main	430 000 535	Sewer Fund (de	1,950.34	San Juan & Amherst; Electron & AltaVista	
542 30 48 01	Rep & Maint - Street Maint	101 000 542	City Street Fun	6,829.30	Asphalt Patching - Various City Locations	
<b>23846</b>	<b>02/11/2021</b>	<b>02/23/2021</b>	<b>3572</b>	<b>CED</b>	<b>39.89</b>	<b>Parts For Faulted Street Lights On 700 Blk Of Regents Blvd</b>
542 63 31 00	Oper Supplies - Street Ligh	101 000 542	City Street Fun	39.89	Parts For Faulted Street Lights On 700 Blk Of Regents Blvd	
<b>23887</b>	<b>02/23/2021</b>	<b>02/23/2021</b>	<b>3994</b>	<b>CenturyLink</b>	<b>1,239.70</b>	<b>Telecommunications February 2021</b>
518 10 42 00	Communication - Non Dep	001 000 518	General Fund	78.60	CH Prim 911 01/2021	
518 10 42 00	Communication - Non Dep	001 000 518	General Fund	78.60	CH Message 01/2021	
518 10 42 00	Communication - Non Dep	001 000 518	General Fund	78.59	CH Alarm 01/2021	
518 10 42 00	Communication - Non Dep	001 000 518	General Fund	448.79	Circuit Line / PRI Line 01/0221	
518 10 42 00	Communication - Non Dep	001 000 518	General Fund	152.49	DID 01/2021	
521 22 42 00	Communication - Police	001 000 521	General Fund	161.65	Police BA Machine / Modem 01/2021	
531 50 42 00	Communication - Storm	415 000 531	Storm Drain	39.30	PW Alarm & Prim 911 01/2021	
531 50 42 00	Communication - Storm	415 000 531	Storm Drain	19.17	PW Fax 01/2021	
534 10 42 00	Communication - Water	425 000 534	Water Fund (de	39.30	PW Alarm & Prim 911 01/2021	
534 10 42 00	Communication - Water	425 000 534	Water Fund (de	32.50	PW DSL / Telemetry 01/2021	
534 10 42 00	Communication - Water	425 000 534	Water Fund (de	19.17	PW Fax 01/2021	
535 10 42 01	Communication - Sewer	430 000 535	Sewer Fund (de	39.30	PW Alarm & Prim 911 01/2021	
535 10 42 01	Communication - Sewer	430 000 535	Sewer Fund (de	32.50	PW DSL / Telemetry 01/2021	
535 10 42 01	Communication - Sewer	430 000 535	Sewer Fund (de	19.17	PW Fax 01/2021	
542 30 42 00	Communication - Street	101 000 542	City Street Fun	39.30	PW Alarm & Prim 911 01/2021	
542 30 42 00	Communication - Street	101 000 542	City Street Fun	19.16	PW Fax 01/2021	
576 80 42 00	Communication - Parks	001 000 576	General Fund	-26.78	REC Alarm 01/2021	
576 80 42 00	Communication - Parks	001 000 576	General Fund	-31.11	Parks Prim 911 01/2021	
<b>23872</b>	<b>02/23/2021</b>	<b>02/23/2021</b>	<b>5805</b>	<b>CenturyLink</b>	<b>52.19</b>	<b>Long Distance Access &amp; Usage February 2021</b>
518 10 42 00	Communication - Non Dep	001 000 518	General Fund	52.19	Long Distance 02/2021	
<b>23851</b>	<b>02/11/2021</b>	<b>02/23/2021</b>	<b>4313</b>	<b>Chuckals Inc</b>	<b>236.33</b>	<b>Supplies - Central &amp; Rec</b>
518 10 34 01	Central Office Supplies	001 000 518	General Fund	122.24	Supplies - Central	
571 10 31 00	Office Supplies - Rec	001 000 571	General Fund	114.09	Supplies - Rec	
<b>23860</b>	<b>02/23/2021</b>	<b>02/23/2021</b>	<b>4313</b>	<b>Chuckals Inc</b>	<b>130.54</b>	<b>Public Works Supplies; Police Supplies</b>



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521 22 31 00	Office & Oper Sup - Police		001 000 521 General Fund	104.03	Police Supplies
531 50 31 01	Office Supplies - Storm		415 000 531 Storm Drain	8.84	Public Works Supplies
534 10 31 00	Office Supplies - Water		425 000 534 Water Fund (de	8.84	Public Works Supplies
535 80 31 00	Oper Supplies - Sewer Gen		430 000 535 Sewer Fund (de	8.83	Public Works Supplies
Total Chuckals Inc				366.87	
<b>23856</b>	<b>02/11/2021</b>	<b>02/23/2021</b>	<b>4324</b>	<b>56,908.56</b>	<b>Fire/EMS March 2021</b>
522 20 40 00	Tacoma Contract - Fire		001 000 522 General Fund	13,158.56	Fire 3/2021
522 20 40 00	Tacoma Contract - Fire		001 000 522 General Fund	0.06	Fire 3/2021
522 20 41 00	Tacoma Contract - EMS		001 000 522 General Fund	43,750.00	EMS 3/2021
522 20 41 00	Tacoma Contract - EMS		001 000 522 General Fund	-0.06	EMS 3/2021
<b>23879</b>	<b>02/23/2021</b>	<b>02/23/2021</b>	<b>3555</b>	<b>111.68</b>	<b>Web Update - Ordinance 1663</b>
511 60 49 03	Codification Costs		001 000 511 General Fund	111.68	Web Update - Ordinance 1663
<b>23838</b>	<b>02/11/2021</b>	<b>02/23/2021</b>	<b>3565</b>	<b>9,849.50</b>	<b>January 2021</b>
515 41 41 01	City Attorney		001 000 515 General Fund	1,530.80	1/2021
515 41 41 03	City Prosecutor		001 000 515 General Fund	6,485.30	Fircrest 1/2021
515 41 41 03	City Prosecutor		001 000 515 General Fund	1,833.40	Ruston 1/2021
<b>23865</b>	<b>02/23/2021</b>	<b>02/23/2021</b>	<b>3573</b>	<b>231.46</b>	<b>Copier Usage February 2021 - Police</b>
521 22 45 00	Oper Rentals - Copier - Pol		001 000 521 General Fund	231.46	Police 2/2021 Usage
<b>23875</b>	<b>02/23/2021</b>	<b>02/23/2021</b>	<b>3590</b>	<b>942.28</b>	<b>Police Dept Printers SAA #1790, 1791, 1792</b>
521 22 49 04	CJF Programs		001 000 521 General Fund	942.28	Police Dept Printers SAA #1790, 1791, 1792
<b>23839</b>	<b>02/11/2021</b>	<b>02/23/2021</b>	<b>3594</b>	<b>69,479.34</b>	<b>Loan Payment #L1100018</b>
591 35 78 02	Principal Loan Payment		430 000 591 Sewer Fund (de	45,039.28	Loan Payment #L1100018
592 35 83 01	Interest Loan Payment		430 000 591 Sewer Fund (de	24,440.06	Loan Payment #L1100018
<b>23866</b>	<b>02/23/2021</b>	<b>02/23/2021</b>	<b>4310</b>	<b>122.41</b>	<b>January 2021 Excise Taxes</b>
518 20 43 01	Excise Tax Time/Temp Rei		001 000 518 General Fund	3.02	January 2021 Excise Taxes
531 50 44 00	Excise Tax - Storm		415 000 531 Storm Drain	6.71	January 2021 Excise Taxes
534 10 44 00	Excise Tax - Water		425 000 534 Water Fund (de	0.29	January 2021 Excise Taxes
534 10 44 00	Excise Tax - Water		425 000 534 Water Fund (de	97.72	January 2021 Excise Taxes
534 10 44 00	Excise Tax - Water		425 000 534 Water Fund (de	6.66	January 2021 Excise Taxes
535 10 44 00	Excise Tax - Sewer		430 000 535 Sewer Fund (de	1.35	January 2021 Excise Taxes
535 10 44 00	Excise Tax - Sewer		430 000 535 Sewer Fund (de	6.66	January 2021 Excise Taxes
<b>23847</b>	<b>02/11/2021</b>	<b>02/23/2021</b>	<b>3611</b>	<b>983.60</b>	<b>Cleaning Liftstation For Upgrade P#65</b>
Drain-Pro Inc				983.60	

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594 35 63 01	Other Improvements Sewer		432 000 594 Sewer Improve	983.60	Cleaning Liftstation For Upgrade P#65	
<b>23772</b>	<b>02/23/2021</b>	<b>02/23/2021</b>	<b>8610</b>	<b>F &amp; L Building Maintenance, LLC</b>	<b>3,309.00</b>	<b>February 2021 Janitorial Services</b>
518 30 41 01	Contract Maintenance		001 000 518 General Fund	3,309.00	February 2021 Janitorial Services	
<b>23858</b>	<b>02/23/2021</b>	<b>02/23/2021</b>	<b>4318</b>	<b>Fircrest City of - Interfund (Treasur</b>	<b>3,482.23</b>	<b>February 2021 Interfund</b>
518 30 47 00	Public Utility Services - Ci		001 000 518 General Fund	316.48	February 2021 Interfund	
531 50 47 02	Public Utility Services/Bldg		415 000 531 Storm Drain	192.40	February 2021 Interfund	
531 50 47 02	Public Utility Services/Bldg		415 000 531 Storm Drain	2.22	February 2021 Interfund	
534 10 47 00	Utility Services/Building -		425 000 534 Water Fund (de	192.62	February 2021 Interfund	
534 80 47 01	Utility Services/Pumping		425 000 534 Water Fund (de	103.50	February 2021 Interfund	
534 80 47 03	Public Utility Services/Met		425 000 534 Water Fund (de	5.19	February 2021 Interfund	
535 10 47 00	Utility Services/Building -		430 000 535 Sewer Fund (de	94.24	February 2021 Interfund	
535 80 47 04	Public Utility Services/Met		430 000 535 Sewer Fund (de	5.19	February 2021 Interfund	
542 30 47 02	Electricity & Gas/Bldg - St		101 000 542 City Street Fun	94.23	February 2021 Interfund	
542 30 47 02	Electricity & Gas/Bldg - St		101 000 542 City Street Fun	2.22	February 2021 Interfund	
548 65 47 00	Utilities ShopGarage		501 000 548 Equipment Ren	34.50	February 2021 Interfund	
576 20 47 00	Public Utility Services - Po		001 000 576 General Fund	414.94	February 2021 Interfund	
576 80 47 00	Public Utility Services - Pa		001 000 576 General Fund	2,024.50	February 2021 Interfund	
<b>23862</b>	<b>02/23/2021</b>	<b>02/23/2021</b>	<b>3656</b>	<b>G C Systems Inc</b>	<b>2,491.43</b>	<b>Rebuild Altitude Valve At High/Low Tank Reservoir</b>
534 50 48 01	Rep & Maint - Water Main		425 000 534 Water Fund (de	2,491.43	Rebuild Altitude Valve At High/Low Tank Reservoir	
<b>23881</b>	<b>02/23/2021</b>	<b>02/23/2021</b>	<b>8777</b>	<b>Gallardo, Nancy</b>	<b>15.85</b>	<b>07-00323.9 - 209 ASPEN ST</b>
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-3.53		
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-3.79		
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-8.53		
<b>23842</b>	<b>02/11/2021</b>	<b>02/23/2021</b>	<b>7230</b>	<b>Galls, LLC</b>	<b>6.59</b>	<b>Black Key Ring Handcuff Key</b>
521 22 49 01	Uniforms/Clothing/Laundry		001 000 521 General Fund	6.59	Black Key Ring Handcuff Key	
<b>23869</b>	<b>02/23/2021</b>	<b>02/23/2021</b>	<b>3692</b>	<b>Home Depot Credit Services</b>	<b>19.77</b>	<b>Mop For F&amp;L - Cleaning Supplies</b>
518 30 31 02	Oper Sup/PSB Bldg		001 000 518 General Fund	19.77	Mop For F&L - Cleaning Supplies	
<b>23870</b>	<b>02/23/2021</b>	<b>02/23/2021</b>	<b>3692</b>	<b>Home Depot Credit Services</b>	<b>17.54</b>	<b>Operating Supplies - Electrical Tape, Heat Tubing</b>
542 63 31 00	Oper Supplies - Street Ligh		101 000 542 City Street Fun	17.54	Operating Supplies - Electrical Tape, Heat Tubing	
Total Home Depot Credit Services				37.31		

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<b>23778</b>	<b>02/23/2021</b>	<b>02/23/2021</b>	<b>4131</b>		
			<b>Humane Society - Tacoma</b>	<b>640.50</b>	<b>February 2021 Boarding Contract</b>
	554 30 41 00	Animal Control	001 000 554 General Fund	640.50	February 2021 Boarding Contract
<b>23854</b>	<b>02/11/2021</b>	<b>02/23/2021</b>	<b>8773</b>		
			<b>Kassel &amp; Associates, Inc.</b>	<b>346,769.78</b>	<b>P#64 Community Center Progress Through 12/31/20</b>
	594 76 62 03	Buildings & Structures	301 000 594 Park Bond Capi	346,769.78	P#64 Community Center Progress Through 12/31/20
<b>23859</b>	<b>02/23/2021</b>	<b>02/23/2021</b>	<b>8773</b>		
			<b>Kassel &amp; Associates, Inc.</b>	<b>538,879.04</b>	<b>P#64 Community Center Progress Thru 1/31/21</b>
	594 76 62 03	Buildings & Structures	301 000 594 Park Bond Capi	538,879.04	P#64 Community Center Progress Thru 1/31/21
Total Kassel & Associates, Inc.				885,648.82	
<b>23849</b>	<b>02/11/2021</b>	<b>02/23/2021</b>	<b>8940</b>		
			<b>Law Offices of Susan Elizabeth Drummond</b>	<b>315.00</b>	<b>January 2021 Land Use Attorney (1.4 Hrs)</b>
	515 41 41 02	Special Legal Counsel	001 000 515 General Fund	315.00	January 2021 Land Use Attorney (1.4 Hrs)
<b>23867</b>	<b>02/23/2021</b>	<b>02/23/2021</b>	<b>3791</b>		
			<b>Lowe's Company-#338954</b>	<b>165.20</b>	<b>Wood For Picnic Tables</b>
	576 80 31 02	Oper Supplies - Parks	001 000 576 General Fund	165.20	Wood For Picnic Tables
<b>23868</b>	<b>02/23/2021</b>	<b>02/23/2021</b>	<b>3791</b>		
			<b>Lowe's Company-#338954</b>	<b>124.20</b>	<b>Wood For Picnic Tables</b>
	576 80 31 02	Oper Supplies - Parks	001 000 576 General Fund	124.20	Wood For Picnic Tables
Total Lowe's Company-#338954				289.40	
<b>23843</b>	<b>02/11/2021</b>	<b>02/23/2021</b>	<b>7196</b>		
			<b>Materials Testing &amp; Consulting Inc</b>	<b>2,483.00</b>	<b>P#64 Community Center Materials Testing - January 2021</b>
	594 76 62 03	Buildings & Structures	301 000 594 Park Bond Capi	2,483.00	P#64 Community Center Materials Testing - January 2021
<b>23885</b>	<b>02/23/2021</b>	<b>02/23/2021</b>	<b>9263</b>		
			<b>OakRidge Homes LTD</b>	<b>189.76</b>	<b>07-03120.0 - 1074 11TH TEE DR</b>
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-58.31	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-131.45	
<b>23883</b>	<b>02/23/2021</b>	<b>02/23/2021</b>	<b>9264</b>		
			<b>OakRidge Homes LTD</b>	<b>143.12</b>	<b>07-03140.0 - 1076 11TH TEE DR</b>
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-64.11	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-79.01	
<b>23882</b>	<b>02/23/2021</b>	<b>02/23/2021</b>	<b>9265</b>		
			<b>OakRidge Homes LTD</b>	<b>11.11</b>	<b>07-03130.0 - 1078 11TH TEE DR</b>
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-25.43	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	14.32	

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<b>23844</b>	<b>02/11/2021</b>	<b>02/23/2021</b>	<b>3957</b>	<b>PC Budget &amp; Finance</b>	<b>489.19 4th Quarter 2020 Liquor Tax</b>
	566 66 49 00	Substance Abuse Fee	001 000 566	General Fund	489.19 4th Quarter 2020 Liquor Tax
<b>23841</b>	<b>02/11/2021</b>	<b>02/23/2021</b>	<b>3963</b>	<b>PC Police Chiefs Assoc</b>	<b>50.00 2021 Dues - Chief Cheesman</b>
	521 22 49 03	Dues,Memberships,Subscri	001 000 521	General Fund	50.00 2021 Dues - Chief Cheesman
<b>23845</b>	<b>02/11/2021</b>	<b>02/23/2021</b>	<b>3961</b>	<b>PCRCDD, LLC dba LRI-HV</b>	<b>207.83 Dumping Fees Street Sweeping - January 2021</b>
	531 50 47 01	Dumping Fees - Storm	415 000 531	Storm Drain	207.83 Dumping Fees Street Sweeping - January 2021
<b>23884</b>	<b>02/23/2021</b>	<b>02/23/2021</b>	<b>1101</b>	<b>Padilla, Fernando</b>	<b>48.52 01-00950.0 - 343 GOLDEN GATE AV</b>
	343 10 00 00	Storm Drain Fees & Charge	415 000 340	Storm Drain	-12.09
	343 40 00 00	Sale Of Water	425 000 340	Water Fund (de	-12.87
	343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (de	-23.56
<b>23876</b>	<b>02/23/2021</b>	<b>02/23/2021</b>	<b>3955</b>	<b>Petrocard Systems Inc</b>	<b>152.94 Gas/Fuel February 2021</b>
	548 65 31 12	Street Gas	501 000 548	Equipment Ren	152.94 Street Gas 02/2021
<b>23877</b>	<b>02/23/2021</b>	<b>02/23/2021</b>	<b>3986</b>	<b>Puget Sound Energy, BOT-01H</b>	<b>306.64 Natural Gas - City Hall 02/2021</b>
	518 30 47 00	Public Utility Services - Ci	001 000 518	General Fund	306.64 Natural Gas - City Hall 02/2021
<b>23878</b>	<b>02/23/2021</b>	<b>02/23/2021</b>	<b>3986</b>	<b>Puget Sound Energy, BOT-01H</b>	<b>250.40 Natural Gas - PW 02/2021</b>
	531 50 47 02	Public Utility Services/Bldg	415 000 531	Storm Drain	62.60 Natural Gas - Storm 02/2021
	534 10 47 00	Utility Services/Building -	425 000 534	Water Fund (de	62.60 Natural Gas - Water 02/2021
	535 10 47 00	Utility Services/Building -	430 000 535	Sewer Fund (de	62.60 Natural Gas - Sewer 02/2021
	542 30 47 02	Electricity & Gas/Bldg - St	101 000 542	City Street Fun	62.60 Natural Gas - Street 02/2021
				<b>Total Puget Sound Energy, BOT-01H</b>	<b>557.04</b>
<b>23848</b>	<b>02/11/2021</b>	<b>02/23/2021</b>	<b>8893</b>	<b>Right Systems INC</b>	<b>3,350.00 IT Managed Services February 2021</b>
	518 81 41 01	Prof Svcs - I/S	001 000 518	General Fund	3,350.00 IT Managed Services February 2021
<b>23850</b>	<b>02/11/2021</b>	<b>02/23/2021</b>	<b>4035</b>	<b>Sarco Supply</b>	<b>56.35 Janitorial Supplies - City Hall</b>
	518 30 31 04	Oper Sup/CH	001 000 518	General Fund	56.35 Janitorial Supplies - City Hall
<b>23855</b>	<b>02/11/2021</b>	<b>02/23/2021</b>	<b>4065</b>	<b>Smith, Alling, P.S.</b>	<b>125.00 Judge Pro Tempore 2/4/21 (2.5 Hrs)</b>
	512 50 41 02	Prof Svcs - Pro Temp Judge	001 000 512	General Fund	125.00 Judge Pro Tempore 2/4/21 (2.5 Hrs)
<b>23863</b>	<b>02/23/2021</b>	<b>02/23/2021</b>	<b>7749</b>	<b>Sound Uniform Solutions Inc</b>	<b>225.91 Weathertech Jacket - V Celis</b>
	521 22 49 01	Uniforms/Clothing/Laundry	001 000 521	General Fund	225.91 Weathertech Jacket - V Celis

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<b>23864</b>	<b>02/23/2021</b>	<b>02/23/2021</b>	<b>7749</b>	<b>Sound Uniform Solutions Inc</b>	<b>225.91 Weathertech Jacket - J Johnson</b>
	521 22 49 01	Uniforms/Clothing/Laundry	001 000 521 General Fund	225.91	Weathertech Jacket - J Johnson
Total Sound Uniform Solutions Inc				451.82	
<b>23873</b>	<b>02/23/2021</b>	<b>02/23/2021</b>	<b>4328</b>	<b>Systems for Public Safety Inc</b>	<b>51.93 #60452D Remove &amp; Replace Battery</b>
	548 65 48 08	O & M - Police	501 000 548 Equipment Ren	51.93	#60452D Remove & Replace Battery
<b>23874</b>	<b>02/23/2021</b>	<b>02/23/2021</b>	<b>4328</b>	<b>Systems for Public Safety Inc</b>	<b>88.13 #66367D LOF</b>
	548 65 48 08	O & M - Police	501 000 548 Equipment Ren	88.13	#66367D LOF
<b>23880</b>	<b>02/23/2021</b>	<b>02/23/2021</b>	<b>4328</b>	<b>Systems for Public Safety Inc</b>	<b>400.01 #66368D - Accident Safety Inspection, Replace Front Wheel, Alignment; LOF</b>
	548 65 48 08	O & M - Police	501 000 548 Equipment Ren	400.01	#66368D - Accident Safety Inspection, Replace Front Wheel, Alignment; LOF
Total Systems for Public Safety Inc				540.07	
<b>23861</b>	<b>02/23/2021</b>	<b>02/23/2021</b>	<b>4135</b>	<b>Tacoma Screw Products Inc</b>	<b>71.55 Bolts For Tables</b>
	576 80 31 02	Oper Supplies - Parks	001 000 576 General Fund	71.55	Bolts For Tables
<b>23871</b>	<b>02/23/2021</b>	<b>02/23/2021</b>	<b>4322</b>	<b>Tacoma, City of - POWER</b>	<b>6,808.96 Power - Various Locations - February 2021</b>
	518 30 47 00	Public Utility Services - Cit	001 000 518 General Fund	588.65	Power - Various Locations - February 2021
	531 50 47 02	Public Utility Services/Bldg	415 000 531 Storm Drain	126.52	Power - Various Locations - February 2021
	534 10 47 00	Utility Services/Building -	425 000 534 Water Fund (de	126.52	Power - Various Locations - February 2021
	534 80 47 01	Utility Services/Pumping	425 000 534 Water Fund (de	2,253.60	Power - Various Locations - February 2021
	535 10 47 00	Utility Services/Building -	430 000 535 Sewer Fund (de	126.53	Power - Various Locations - February 2021
	535 80 47 01	Utility Services/Pumping	430 000 535 Sewer Fund (de	1,673.06	Power - Various Locations - February 2021
	542 30 47 02	Electricity & Gas/Bldg - St	101 000 542 City Street Fun	126.52	Power - Various Locations - February 2021
	542 30 47 03	Electricity/Traffic Lights	101 000 542 City Street Fun	40.30	Power - Various Locations - February 2021
	542 63 47 00	Electricity/Street Lights	101 000 542 City Street Fun	1,156.65	Power - Various Locations - February 2021
	548 65 47 00	Utilities ShopGarage	501 000 548 Equipment Ren	89.91	Power - Various Locations - February 2021
	576 80 47 00	Public Utility Services - Pa	001 000 576 General Fund	500.70	Power - Various Locations - February 2021
<b>23852</b>	<b>02/11/2021</b>	<b>02/23/2021</b>	<b>9253</b>	<b>University Place Tire &amp; Auto</b>	<b>44.56 #62852D - LOF</b>
	548 65 48 12	O & M - Street	501 000 548 Equipment Ren	44.56	#62852D - LOF
<b>23853</b>	<b>02/11/2021</b>	<b>02/23/2021</b>	<b>9253</b>	<b>University Place Tire &amp; Auto</b>	<b>44.56 #63581D - LOF</b>
	548 65 48 14	O & M - Wtr/Swr	501 000 548 Equipment Ren	44.56	#63581D - LOF

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			Total University Place Tire & Auto	89.12	
<b>23837</b>	<b>02/23/2021</b>	<b>02/23/2021</b>	<b>4188 Verizon Wireless LLC</b>	<b>440.11</b>	<b>02/2021 Aircards - Police And PW</b>
521 22 42 00	Communication - Police		001 000 521 General Fund	400.10	02/2021 Aircards (10)
531 50 42 00	Communication - Storm		415 000 531 Storm Drain	10.00	02/2021 Aircards (1)
534 10 42 00	Communication - Water		425 000 534 Water Fund (de	10.00	02/2021 Aircards (1)
535 10 42 01	Communication - Sewer		430 000 535 Sewer Fund (de	10.00	02/2021 Aircards (1)
542 30 42 00	Communication - Street		101 000 542 City Street Fun	10.01	02/2021 Aircards (1)
<b>23886</b>	<b>02/23/2021</b>	<b>02/23/2021</b>	<b>4188 Verizon Wireless LLC</b>	<b>914.53</b>	<b>February 2021 Shared Plan (23 Lines)</b>
513 10 42 00	Communication - Admin		001 000 513 General Fund	42.03	February 2021 Shared Plan (23 Lines)
518 30 42 00	Communication - Fac/Equi		001 000 518 General Fund	42.03	February 2021 Shared Plan (23 Lines)
521 22 42 00	Communication - Police		001 000 521 General Fund	418.28	February 2021 Shared Plan (23 Lines)
524 20 42 00	Communications- Bldg		001 000 524 General Fund	21.01	February 2021 Shared Plan (23 Lines)
531 50 42 00	Communication - Storm		415 000 531 Storm Drain	63.05	February 2021 Shared Plan (23 Lines)
534 10 42 00	Communication - Water		425 000 534 Water Fund (de	63.04	February 2021 Shared Plan (23 Lines)
535 10 42 01	Communication - Sewer		430 000 535 Sewer Fund (de	63.05	February 2021 Shared Plan (23 Lines)
542 30 42 00	Communication - Street		101 000 542 City Street Fun	63.04	February 2021 Shared Plan (23 Lines)
558 60 42 00	Communications - Plannin		001 000 558 General Fund	21.02	February 2021 Shared Plan (23 Lines)
576 80 42 00	Communication - Parks		001 000 576 General Fund	117.98	February 2021 Shared Plan (23 Lines)
			Total Verizon Wireless LLC	1,354.64	
			Report Total:	1,064,007.60	
			Fund		
			001 General Fund	84,510.91	
			101 City Street Fund	8,500.76	
			301 Park Bond Capital Fund	888,131.82	
			415 Storm Drain	754.26	
			425 Water Fund (department)	6,419.32	
			430 Sewer Fund (department)	73,800.39	
			432 Sewer Improvement Fund	983.60	
			501 Equipment Rental Fund	906.54	

This report has been reviewed by:

REMARKS:

\_\_\_\_\_  
Signature & Title

\_\_\_\_\_  
Date

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

Mayor Pro Tem Wittner called the special meeting to order at 6:00 P.M. and led the pledge of allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Brett Wittner, and Jamie Nixon were present. Mayor Hunter T. George and Councilmember Waltier were absent and excused. Planning Commissioners Sarah Hamel, Kathy L. McVay, Andrew Imholt, Ben Ferguson, and Shirley Schultz were present.

**PLANNING COMMISSION 2021 WORK PLAN**

Planning & Building Administrator Stahlnecker presented the draft 2021 work plan and provided a brief overview of each item. Wittner invited public comment and the following individual provided comment:

- Yolonda Brooks, 6464 19<sup>th</sup> St W #C, commented on her concerns about the disproportionate treatment between renters and owners and feels that the staff has not been responsive to her concerns.

**HOUSING AFFORDABILITY DISCUSSION**

Stahlnecker provided an overview of housing affordability issues that impact Fircrest and presented multi-family dwellings that have the character features of single-family dwellings. There was discussion about allowing duplexes on corner lots and the concern that it could impact the streets on the north end of the City. Wittner invited public comments and the following individuals provided comment:

- Brian Rybolt, 1036 Daniels Drive, commented that the Council should not move forward with additional changes due to the recent zoning changes in the Mixed-Use Zone and his concern for thorough public engagement during COVID-19.
- Ashley, 109 Eldorado Ave, commented on her support of increasing density to add more housing units and diversify the neighborhoods.
- Yolonda Brooks, 6464 19<sup>th</sup> Street W # C, commented that she would like to see lots of public engagement and she does not want to see lots under 45' wide.

**DEPARTMENT OF COMMERCE ITEM NO. 2 GRANT OPTIONS**

Stahlnecker briefly updated the Commission and Council on the history of the Department of Commerce grant and the requirement to explore additional options for grant funding. There was consensus to have the topic moved to a future study session.

**CLIMATE CHANGE DISCUSSION**

Stahlnecker provided a brief overview of the climate change discussion that took place at the 2019 joint meeting and the efforts by staff to educate the public. There are a few bills in the legislature that could impact our comprehensive plan.

Councilmember Viafore left the meeting at 6:59 P.M. and returned at 7:01 P.M.

Mayor George joined the meeting at 7:04 P.M.

There was a brief discussion on community outreach and that the GMCC is seeking input from PCRC regarding requiring a climate change element in the Comprehensive Plans. Lastly, there was a brief discussion on businesses being large contributors to emissions and incentivizing them to reduce emissions or offset the impacts. Wittner invited public comment and the following individual provided comment:

- Yolonda Brooks, 6464 19<sup>th</sup> Street W # C, commented that staff could invite knowledgeable professionals to set up a booth at Fircrest Fun Days or National Night Out.

**ADJOURNMENT**

**Reynolds MOVED to adjourn the meeting at 7:06 P.M., seconded by Barrentine. The Motion Carried (6-0).**

---

Hunter T. George, Mayor

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Jayne Westman, City Clerk



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

Mayor Hunter T. George called the regular meeting to order at 7:01 P.M. and led the Pledge of Allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Brett Wittner, Joe Barrentine, and Jamie Nixon were present. Councilmember Denny Waltier was absent and excused.

**PRESIDING OFFICER’S REPORT**

**A. Community Center and Pool Project**

Parks and Recreation Director Grover briefed the Council on the progress of the Community Center construction project and reported that concrete will be poured on Friday, weather permitting. Grover also discussed the anticipated design packet from Arc Architects with some anticipated finishes and paint colors for the Community Center.

**B. Donor Wall Discussion**

City Manager Pingel briefed the Council on the history, timeline, and process for the major donor wall recognition to date. Discussions included the design and manufacturing process with Rotator Creative and allowing for more characters on the donor wall recognition.

**CITY MANAGER COMMENTS**

City Manager Pingel provided an update on the automatic ADA doors at City Hall and reported that the cost to install one set of doors on one side of the building will be roughly \$10,000. Discussions included the bid process, which side of the building is the ADA complaint side, and potentially installing openers on both sides of the building.

Councilmember Waltier joined the meeting at 7:15 P.M.

Pingel reported that HVAC repairs will be starting soon at the Public Safety Building and due to the Study Session Agenda for February, the department 2021 work plans were sent in the Friday packet. Pingel offered to bring the 2021 work plans to the March Study Session or the Council can email the staff with any questions. The Council will email staff with any questions. Lastly, the Public Works Crew is ready for inclement weather and the police will be calling them out early. There was a brief discussion on the timing of de-icing the streets and being proactive with de-icing, not reactive.

**DEPARTMENT HEAD COMMENTS**

- Police Chief Cheesman reported that the Police Department and the Public Works Department are ready for the upcoming weather and the Police will call out the Public Works Crew at the first sign of ice. Cheesman provided an update on the pharmacy break-in and lastly reported that the Department received an award from the Special Olympics.
- Parks & Recreation Director Grover briefed the Council on potentially allowing programming that complies with the State guidelines. There was consensus to bring the topic to the upcoming Study Session.

**COUNCILMEMBER COMMENTS**

- Viafore asked that the responding officers at the pharmacy break-in receive a letter of commendation for their exemplary work. Viafore offered condolences to the Johnson Family due to the passing of a long-time resident and beloved member of Fircrest, Mike Johnson. Mr. Johnson was a prime example of what Fircrest stands for and he will be missed.

- Reynolds provided a COVID-19 update stating that the number of deaths remains persistent and there are COVID-19 variants that are being closely watched. Lastly, Reynolds reports that Washington State is reporting over 9,000 lost jobs and at this time 10% of the population is vaccinated.
- Wittner thanked Chief Cheesman and the Police Department and reminded staff and the Council that February 12<sup>th</sup> is “Ken Still Day.”
- Barrentine thanked Chief Cheesman and the Police Department for their great police work. He also provided an update on the sidewalk graffiti reporting that he forwarded a few addresses to City Manager Pingel and appreciates that the Police Department is taking this seriously. Lastly, Barrentine asked that we check on our neighbors and take care of each other during the impending bad weather.
- Waltier offered condolences to the Johnson Family for the loss of Mike Johnson and would like to see the community come together to help the wife and kids in the future. Waltier asked about the Tot Lot swings and the work being done to the grass and brick wall. Parks & Recreation Director Grover reported that the repairs are a couple of weeks out and the staff is working on it.
- Nixon thanked the Police Department for their efforts during the pharmacy break-in and also thanked Councilmember Viafore for suggesting the idea of bringing the programming discussion to the upcoming Study Session.
- George thanked Chief Cheesman and the Police Department for their amazing police work and would like to see a letter of commendation to the responding officers. George thanked his neighbor, James Moore, and the Pierce Conservation District for cleaning the park and planting trees. They meet once a month and provide great work.

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

George invited public comment; the following individuals provided comment:

- Rick Little, 1037 Fir Park Lane, urged the Council to reopen the Tot Lot and reported that he is seeing more dogs off-leash near the tennis courts. Mr. Little provided an update on the Foundation and reported that they have \$250,000 in funds committed and due to the return on the investment, the Foundation will be sustained for a long period. Lastly, Mr. Little reported that the Town Topics article resulted in 57 donors and thanked the Council for their support.

**COMMITTEE, COMMISSION, AND LIAISON REPORTS****A. Administration**

Viafore; no report provided.

**B. Environmental, Planning, and Building**

Nixon; no report provided.

**C. Finance, IT, Facilities**

Wittner reported that the Finance Department is finalizing the year-end report and will bring it to the Council at the February 23<sup>rd</sup> meeting. Wittner also reported that the Accountant I position transitioned to an Accountant II and the Finance Department has started their cross-training program.

**D. Other Liaison Reports**

No other reports were provided.

**CONSENT CALENDAR**

George requested the City Clerk read the Consent Calendar: approval of Voucher No. 216076 through Voucher Check No. 216137 in the amount of \$383,148.82; approval of Payroll Check No. 14009 through Payroll Check No. 14009 in the amount of \$123,406.14; approval of Payroll Check No. 14010 through Payroll Check No. 14013 in the amount of \$8,405.52; approval of Payroll Check No. 14014 through Payroll Check No. 14019 in the amount of \$51,335.89; registering no objections to the Los Tapatios liquor license renewal; setting a public hearing on March 9, 2021, at 7:15 pm or shortly thereafter to receive comments on the Chapter 22.26.023 Wall Signs Development Code Amendments; approval of January 19, 2020, Study Session Meeting minutes; and approval of January 26, 2021, Regular Meeting minutes. **Viafore MOVED to approve the Consent Calendar as read; seconded by Wittner. The Motion Carried (7-0).**

**PUBLIC HEARING**

None scheduled.

**UNFINISHED BUSINESS**

There was no unfinished business.

**NEW BUSINESS**

**A. Resolution No. 1709: Westside Disposal Contract Amendment**

Pingel briefed the Council on the proposed Resolution to amend the contract with Westside disposal and provided a highlight of the major contract changes. **Viafore MOVED to adopt Resolution No. 1709, authorizing the City Manager to execute Amendment #6 of the garbage contract with Westside Disposal, Inc, dated June 1, 1998, to be effective March 1, 2021; seconded by Wittner.** George invited councilmember comment; George complimented the staff and our partners at Westside Disposal for coming to terms and the contract benefits both parties. George invited public comment; there was none. **The Motion Carried (7-0).**

**B. Ordinance No. 1669: Solid Waste Definitions Amendments**

Pingel briefed the Council on the proposed Ordinance that amends the FMC to update the definitions sections to match the new contract. Pingel thanked Neil Holden, Finance Director Corcoran, and City Clerk Westman for their help throughout the contract process. **Viafore MOVED to adopt Ordinance No. 1669, amending Section 1 of Ordinance No. 1433 and Fircrest Municipal Code 6.08.010 relating to the collection and disposal of solid waste, recyclable materials, and yard waste definitions; seconded by Wittner.** George invited councilmember comment; there were none. George invited public comment; there were none. **The Motion Carried (7-0).**

**C. Ordinance No. 1670: Solid Waste Rate Adjustment**

Pingel briefed the Council on the proposed Ordinance that amends the FMC to update the Schedule of Rates and Charges sections to match the new contract. **Viafore MOVED to adopt Ordinance No. 1670, amending Section 1 of Ordinance No. 1653 and Fircrest Municipal Code 6.08.130 relating to the schedule of rates and charges for solid waste collection; seconded by Wittner.** George invited councilmember comment; George requested a summary of the fee increase for residents. Pingel reported the average rate increase. Viafore commented

that some bills will go up more than others due to having more than one recycling tote. Roughly 97 residents will be affected. There was a brief discussion held on residents who frequently shop online who accumulate cardboard may be impacted. George invited public comment; there was none. **The Motion Carried (7-0).**

**C. Ordinance No. 1671: Solid Waste Special Events Amendments**

Pingel briefed the Council on the proposed Ordinance that amends the FMC to update the Special Events sections to match the new contract. **Viafore MOVED to adopt Ordinance No. 1671, amending Section 1 of Ordinance No. 1579 and Fircrest Municipal Code 6.08.140 relating to the collection and disposal of solid waste, recyclable materials, and yard waste for special events; seconded by Wittner.** George invited councilmember comment; Viafore and Waltier thanked the representatives of Westside Disposal for being a continued partner and supportive members of our community. George invited public comment; Neil Holden commented his thanks to City Manager Pingel and the Council for their partnership and told the story of how Westside Disposal and the City of Fircrest came into partnership. **The Motion Carried (7-0).**

**CALL FOR FINAL COMMENTS**

- Viafore asked that the City Manager have Utility Billing Clerk Walston reach out to the low-income or senior residents to inform them of the available resources.

**EXECUTIVE SESSION**

No executive session scheduled.

**ADJOURNMENT**

**Viafore MOVED to adjourn the meeting at 8:23 P.M., seconded by Barrentine. The Motion Carried (7-0).**

---

Hunter T. George, Mayor

---

Jayne Westman, City Clerk



Washington State  
Liquor and Cannabis Board  
PO Box 43098

, Olympia WA 98504-3098, (360) 664-1600  
www.liq.wa.gov Fax #: (360) 753-2710

CITY OF FIRCREST

FEB 10 2021

RECEIVED

February 06, 2021

Dear Local Authority:

RE: Liquor License Renewal Applications in Your Jurisdiction - Your Objection Opportunity

Enclosed please find a list of liquor-licensed premises in your jurisdiction whose liquor licenses will expire in about 90 days. This is your opportunity to object to these license renewal requests as authorized by RCW 66.24.010 (8).

1) Objection to License Renewal

To object to a liquor license renewal: fax or mail a letter to the Washington State Liquor and Cannabis Board (WS-LCB) Licensing Division. This letter must:

- o Detail the reason(s) for your objection, including a statement of all the facts upon which your objection or objections are based. You may include attachments and supporting documents which contain or confirm the facts upon which your objections are based.
- o Please note that whether a hearing will be granted or not is within the Board's discretion per RCW 66.24.010 (8)(d).

Your letter or fax of objection must be received by the Board's Licensing Division at least 30 days prior to the license expiration date. If you need additional time you must request that in writing. Please be aware, however, that it is within the Board's discretion to grant or deny any requests for extension of time to submit objections. Your request for extension will be granted or denied in writing. If objections are not timely received, they will not be considered as part of the renewal process.

A copy of your objection and any attachments and supporting materials will be made available to the licensee, therefore, it is the Local Authority's responsibility to redact any confidential or non-disclosable information (see RCW 42.56) prior to submission to the WSLCB.

2) Status of License While Objection Pending

During the time an objection to a renewal is pending, the permanent liquor license is placed on hold. However, temporary licenses are regularly issued to the licensee until a final decision is made by the Board.

3) Procedure Following Licensing Division Receipt of Objection

After we receive your objection, our licensing staff will prepare a report for review by the Licensing Director. The report will include your letter of objection, as well as any attachments and supporting documents you send. The Licensing Director will then decide to renew the liquor license, or to proceed with non-renewal.

4) Procedure if Board Does Not Renew License

If the Board decides not to renew a license, we will notify the licensee in writing, stating the reason for this decision. The licensee also has the right to request a hearing to contest non-renewal of their liquor license. RCW 66.24.010 (8)(d). If the licensee makes a timely request for a hearing, we will notify you.

The Board's Licensing Division will be required to present evidence at the hearing before an administrative law judge to support the non-renewal recommendation. You may present evidence in support of your objection or objections. The administrative law judge will consider all of the evidence and issue an initial order for the Board's review. The Board members have final authority to renew the liquor license and will enter a final order announcing their decision.

5) Procedure if Board Renews License Over Your Objection

If the Board decides to renew the license over your objection, you will be notified in writing. At that time, you may be given an opportunity to request a hearing. An opportunity for a hearing is offered at the Board's discretion. If a hearing is held, you will be responsible for presenting evidence before an Administrative Law Judge in support of your objection to license renewal. The Board's Licensing Division will present evidence in support of license renewal. The Licensee may also participate and present evidence if the licensee desires. The administrative law judge will consider all of the evidence, and issue an initial order for the Board's review. The Board members have final authority to renew the liquor license and will enter a final order announcing their decision.

For questions about this process, contact the WSLCB Licensing Division at (360) 664-1600 or email us at [wslcb@liq.wa.gov](mailto:wslcb@liq.wa.gov).

Sincerely,

*Rebecca Smith*

Rebecca Smith, Director,  
Licensing and Regulation Division

LIQ 864 07/10

CITY OF FIRCREST

FEB 10 2021

RECEIVED

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 02/06/2021

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF FIRCREST  
(BY ZIP CODE) FOR EXPIRATION DATE OF 20210531

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. FIRCREST GOLF CLUB	FIRCREST GOLF CLUB 1500 REGENTS BLVD FIRCREST WA 98466 0000	351116	PRIVATE CLUB - SPIRITS/BEER/WINE NON-CLUB EVENT

CITY OF FIRCREST

FEB 10 2021

RECEIVED



**LIQUOR LICENSE RENEWAL**

**Applicant Information**

**Licensee Name:** Fircrest Golf Club  
**Establishment Name:** Fircrest Golf Club  
**Address:** 1500 Regents Blvd  
**License Number:** 351116  
**Request Received:** 2/10/2021  
**Expiration Date:** 05/31/2021

**Department Comments**

**Finance**

**No concerns per Finance**

**Planning and Building**

**Allowed by code; no concerns.**

**Police**

**We have had no issues with the service of alcohol at this venue.**

*Colleen Corcoran*

Director Signature

2/12/2021

Date

*Angelic Stahlnecker*

Director Signature

2/10/2021

Date

*John Cheesman*

Director Signature

2/11/2021

Date



**NEW BUSINESS:** Point & Pay, LLC Credit Card Services Agreement  
**ITEM 10?.**

**FROM:** Kristi Perry, Court Administrator

---

**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_ authorizing the City Manager to execute an agreement for credit card services with Point & Pay, LLC.

---

**PROPOSAL:** The Council is being asked to adopt a resolution authorizing the City Manager to sign the attached Point & Pay LLC agreement.

**FISCAL IMPACT:** None.

**ADVANTAGES:** The Court previously contracted with nCourt, LLC credit card payment services. The Court does not pay for credit card services, the court participant pays a service fee to use the service. Point & Pay, LLC has demonstrated that they can provide better service at a reduced cost for our court participants.

**DISADVANTAGES:** None.

**ALTERNATIVES:** Leave the current contract in place with nCourt, LLC.

**HISTORY:** In 2001, the City of Fircrest and Official Payments entered into a contract for credit card services. The original contract had been in place until 2019. In 2019, the Court contracted with nCourt, LLC. Recently, the Court and the court participants have not been satisfied with the customer service and the service costs associated. The Court looked to find another service provider and Point & Pay came recommended from the Court community.

**ATTACHMENTS:**

[Resolution](#)  
[Agreement](#)

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON AUTHORIZING THE CITY MANAGER  
TO EXECUTE AN AGREEMENT FOR CREDIT CARD SERVICES  
WITH POINT & PAY, LLC.**

**WHEREAS**, the City of Fircrest Municipal Court operates two separate courts (City of Fircrest and City of Ruston); and

**WHEREAS**, the City of Fircrest has identified that a contract with Point & Pay, LLC for credit card services would be beneficial to the Municipal Court and the court participants; and

**WHEREAS**, although the Municipal Court does not pay for credit card services, the court participant pays a service fee to use the service; and

**WHEREAS**, Point & Pay, LLC has demonstrated that they can provide a high level of service at a lower service charge cost. 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 for credit card services with Point & Pay LLC.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON**, at a regular meeting thereof this 23th day of February 2021.

**APPROVED:**

\_\_\_\_\_  
Hunter T. George, Mayor

**ATTEST:**

\_\_\_\_\_  
Jayne Westman, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael B. Smith, City Attorney

POINT & PAY, LLC  
E-PAYMENT SERVICES AGREEMENT

**Parties:**

Point & Pay, LLC ("PNP")  
A subsidiary of NAB, doing business in Delaware

[City of Fircrest, WA] ("Client")

**Terms**

**SECTION 1 E-PAYMENT SERVICES**

**1.1 Access to Payment Modules**

1.1.1 Pursuant to this E-Payment Services Agreement (this "Agreement"), PNP grants Client a limited, non-exclusive, non-transferable and terminable license for the duration of the Term to use the electronic payment services (the "Services") and payment modules (each, a "Module") chosen in the attached client application ("Client Application") to enable Client's customers ("Customers") to make payments to Client using a Payment Device. "Payment Device" means the payment type(s) chosen by Client on the Client Application. A description of all Modules, Services, training and support offered by PNP is attached as Exhibit A (the "Services Description").

1.1.2 Payment types are Debit Cards, Credit Cards or electronic checks ("e-Check"). A "Debit Card" is a valid payment card with a VISA, Mastercard or Discover Network mark that is tied to a cardholder's bank account or a prepaid account and which is processed with or without the use of a PIN. A "Credit Card" is a valid payment card authorizing the cardholder to buy goods or services on credit and bearing the service mark of VISA, Mastercard, Discover Network or AXP. Client agrees to comply with and be subject to all rules and regulations of MasterCard International, Inc., ("MasterCard"), Visa International ("VISA"), Discover Network ("Discover Network"), American Express ("AXP") (collectively, the "Rules") and National Automated Clearing House Association rules and regulations ("NACHA Rules"), as they may exist or are modified from time to time and as applicable to Client's activities under this Agreement. Client also agrees to comply with all guidelines, policies and procedures for services provided to Client by PNP from time to time.

1.1.3 At the time of Client's execution of this Agreement, Client shall also return the completed Client Application to PNP. Subject to the terms and conditions of this Agreement, the Services may also be used by the affiliated offices, bureaus, agencies or departments of Client ("Affiliates"). Each Affiliate that uses the Services shall complete a Client Application prior to commencement of the Services after which PNP will recognize such Affiliate as the Client pursuant to all of the terms and conditions of the Agreement.

**1.2 Client Representatives**

PNP will provide Client's authorized representatives with a logon and password to access the Counter Module. Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by PNP. Client will cause each of its representatives to change the initial password, keep the passwords confidential, refrain from sharing passwords and/or logon information with any unauthorized user, and use no other password to access the Counter Module. PNP shall be entitled to rely on any communications it receives under Client's passwords, logon information, and/or account number as having been sent by Client, without conducting any further checks as to the identity of the user of such information. PNP will not be responsible for the operability or functionality of any of Client's computer equipment, system, browser or Internet connectivity.

**1.3 Payment Device Transactions**

All Payment Device transactions using the Services will be processed through a secured link. The parties to each Payment Device transaction will be the Customer cardholder or checking account owner and the Client (provided that, with respect to applicable service or convenience fees charges, such portion of the transaction will be between Customer and PNP).

**1.4 e-Check Transactions ACH Authorizations**

**1.4.1 Definitions**

1.4.1.1 "ACH Entry" means any electronic funds transfer initiated through the ACH System resulting in a credit to a Designated Account ("Debit Entry") or a debit to a designated account ("Credit Entry");

1.4.1.2 "ACH System" means the automated clearinghouse or other system used for bulk file transfers;

1.4.2 e-Check Transactions. e-Check transactions are executed by creating or originating authorized ACH Entries using checking account information provided by a Customer. PNP will provide ACH origination services to Client relating to ACH Entries, pursuant to the terms of this Agreement and the NACHA Rules, with PNP's designated financial institution acting as an Originating Depository Financial Institution ("ODFI") with respect to such ACH Entries. In addition:

1.4.2.1 Client authorizes PNP and its designated ODFI to originate Entries on behalf of Client;

1.4.2.2 Client agrees to any restrictions on the types of ACH Entries that may be originated;

1.4.2.3 Subject to Section 8.3 below, Client acknowledges and agrees to the right of the PNP and its designated ODFI to terminate or suspend this Agreement for breach of the Rules in a manner that permits PNP and the ODFI to comply with the Rules;

1.4.2.4 Client acknowledges and agrees to the right of PNP and the ODFI to audit Client's compliance with the Agreement, including compliance with NACHA Rules; and

1.4.2.5 Client represents and warrants that it has the full authority and capacity to bind its Affiliates to the terms of the Agreement.

## 1.5 Service Promotion

Client will use reasonable efforts to promote the Services and build awareness of the Services with its Customers through various media including, but not limited to:

- Print: Bill inserts, counter displays, and announcements in Client's newsletter
- Online: Home page announcements with an easily accessible, one-click link to payments page.
- Phone/IVR: Pre-recorded message with the ability to transfer to payments IVR (e.g., "Press 2 to make a payment") or provide the IVR phone number to call.
- Joint Press Releases: The parties shall mutually agree upon press releases announcing the availability of electronic payment services and the partnering of Client and PNP.

## 1.6 Trademark License

PNP grants Client a limited, non-exclusive, non-transferable license to use the PNP trademarks, service marks and logos provided by PNP to Client (the "Trademarks") solely in connection with Client's promotion of the Services to Customers. Client shall not alter the Trademarks nor use the Trademarks in any way which is disparaging, dilutive or otherwise adversely affects the reputation of PNP.

## 1.7 Client Logo License

Client grants PNP a limited, non-exclusive, non-transferable license to use its applicable logos, copyrighted works and trademarks ("Client Marks") solely in connection with the Services provided to Client. Client shall provide the Client Marks to PNP for use with the Services. Client represents that it has all intellectual property rights required for Client's and PNP's use of Client Marks, and shall indemnify PNP against any third party claims that the Client Marks infringe the intellectual property rights of a third party.

## SECTION 2 COMPENSATION

### 2.1 Services Transaction Fee

PNP will charge the transaction fee to use the Services set forth on the Client Application. If Services fees are charged directly to Customers by PNP, Customers will receive a notice each time they use the Services stating that the Services are provided by

PNP and that a convenience or service fee is charged for use of the Services. PNP may change the amount of such fee by notifying Client of such new amount at least thirty (30) days prior to such change.

### 2.2 Activation and Monthly Fees

If applicable, Client shall pay a one-time Activation Fee and Monthly Fees as set forth on the Client Application. If Client does not implement the Service under this Agreement within six months after the Effective Date, other than due to a material breach by PNP, all unpaid fees that would have been assessed in the first year of the Term shall become immediately due and payable.

### 2.3 Charge-backs and Returns

Unless otherwise specified in the Client Application, and without limiting any other rights it may have, PNP will set off (a) the amount of any charge-backs, refusals to pay and returns from any amounts otherwise owing by PNP to Client and (b) a transaction handling fee for charge-backs and non-sufficient funds (NSF) as specified in the Client Application

### 2.4 ACH Debit of Fees

Client hereby authorizes PNP, and any subsidiary or successor thereof, solely with respect to amounts due pursuant to this Agreement and any subsequent agreements between Client and PNP, including but not limited to convenience or service fees, transaction fees, charge-backs and returns as set forth in Sections 2.1 and 2.3 of this Agreement, to initiate Automated Clearing House ("ACH") Authorizations to credit and debit Client's bank account as set forth on the Banking Authorization Form attached hereto as Exhibit B or otherwise provided by Client.

## SECTION 3 INTELLECTUAL PROPERTY; CONFIDENTIALITY

### 3.1 No Transfer or License

Except for the rights expressly granted to Client in this Agreement, no PNP Intellectual Property Right is transferred or licensed to Client pursuant to this Agreement, by implication or otherwise. PNP reserves and retains all rights, title and interests in and to the PNP Intellectual Property Rights, and all copies, revisions, modifications, updates, and upgrades thereof. Client agrees not to remove, alter or destroy any copyright, patent notice, trademark or other proprietary markings or confidential legends placed on or within any portion of the PNP Intellectual Property Rights. For purposes of this Agreement, "Intellectual Property Rights" means all the intellectual property, industrial and other proprietary rights, protected or protectable, under the laws of the United States, any foreign country, or any political subdivision thereof, including (a) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers, (b) copyrights, moral rights (including rights of attribution and rights of integrity), (c) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice, (d) all domestic and foreign

patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof, and (e) all goodwill associated with any of the foregoing and (f) all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (a) through (d) above.

### 3.2 Ownership and Use of PNP Materials

Any software developed by or on behalf of PNP for use in connection with the Services remains the exclusive property of PNP. Client will not sell, transfer, barter, trade, license, modify or copy any such software. Web pages accessible through use of the Services are the copyrighted intellectual property of PNP and may not be copied in whole or part by anyone. Any training materials (including, but not limited to, webinars and manuals) provided to Client by PNP shall remain the exclusive property of PNP. PNP grants Client and Client's personnel a limited, non-exclusive, non-transferrable license to use and to make copies of the training materials with its personnel solely in connection with the Services. Training materials may not be modified by Client or its personnel or disclosed to any third party, including Client's end-user Customers. Client shall ensure all personnel shall complete and review all training materials prior to using the Services.

### 3.3 Reverse Engineering

Client will not reverse engineer, reverse assemble, decompile or disassemble any of PNP's intellectual property, nor will Client attempt to do so or enable any third party to do so or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service. Client is expressly prohibited from sublicensing use of the Service to any third parties. If Client becomes aware that any person has engaged or is likely to have engaged in any of the activities described in this Section 3.3, Client will promptly notify PNP.

### 3.4 Confidential Information

3.4.1 Any Confidential Information provided by PNP to Client pursuant to this Agreement will remain the exclusive property of PNP. Client will disclose such Confidential Information only to those of its representatives and employees who need to know such Confidential Information for purposes of performing this Agreement, who are informed of the confidential nature of the Confidential Information and who agree, for the benefit of PNP, to be bound by the terms of confidentiality in this Agreement. Client will, and will cause each of its representatives and employees, to keep confidential and not to disclose in any manner whatsoever any Confidential Information provided by PNP pursuant to this Agreement, and not to use such Confidential Information, in whole or in part, directly or indirectly, for any purpose at any time other than for the purposes contemplated by this Agreement. Notwithstanding the foregoing, if Client is a city, county, township or similar entity, or government agency or department thereof, Client may disclose Confidential Information as necessary to comply with applicable public records laws.

3.4.2 For purposes of this Agreement, "Confidential Information" means all nonpublic or proprietary information of PNP, including proprietary, technical, development, marketing, sales, operating, performances, cost, know-how, business and process information, computer programs and programming techniques, security features (including, without limitation, multi-level access and log-in features, audit trail setup, interfaces between the Counter Module and the Internet or IVR Modules), all record bearing media containing or disclosing such information and techniques, and anything marked confidential, that is disclosed by PNP to Client pursuant to this Agreement. Confidential Information also includes the terms and conditions of this Agreement.

### 3.5 Exclusions

The term Confidential Information will not apply to information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Client in breach of this Agreement; (b) was within Client's possession prior to its disclosure by or on behalf of PNP, provided that the discloser of such information was not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; (c) becomes available to Client on a non-confidential basis from a source other than PNP, provided that such source is not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; or (d) is developed independently by Client, as demonstrated by the written records of Client, without use of such information. The confidentiality obligations of Client pursuant to this Agreement will not apply to any Confidential Information of PNP that Client is legally compelled to disclose. In the event Client becomes legally compelled to disclose any Confidential Information provided pursuant to this Agreement, Client will provide PNP with prompt written notice so that PNP may seek a protective order or other appropriate remedy or waive compliance with the confidentiality provisions of this Agreement.

### 3.6 Failure to Comply

If Client fails to comply with any of its obligations pursuant to this Section 3, PNP will have the right to immediately terminate this Agreement by providing written notice of such termination to Client.

### 3.7 Survival

The rights and obligations of the parties provided for in this Section 3 will survive any expiration or termination of this Agreement or its term.

## SECTION 4 WARRANTIES; DISCLAIMER

### 4.1 Warranties

4.1.1 Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder.

4.1.2 PNP represents and warrants that the Services will be provided in a professional, workman-like manner consistent with industry standards.

#### 4.2 Disclaimers

4.2.1 PNP does not represent that Client's or its Customers use of the Services will be uninterrupted or error-free, or that the system that makes the Services available will be free of viruses or other harmful components resulting from the Internet or any third party providers or products outside the control of PNP.

4.2.2 EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 4, PNP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICE IS PROVIDED TO CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY.

### SECTION 5 LIMITATIONS OF LIABILITY AND OBLIGATION

#### 5.1 Damages and Liability Limit

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY'S AFFILIATES, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES. IN NO EVENT WILL PNP HAVE OR INCUR ANY LIABILITY TO CLIENT OR ANY THIRD PARTY IN EXCESS OF THE AGGREGATE COMPENSATION RECEIVED BY PNP FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM FOR SUCH LIABILITY. THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

#### 5.2 Refusals of Payment

PNP will not be liable for charge-backs or other refusals of payment initiated by any Customer. All such charge-backs and other refusals of payment will be refunded by PNP to the Customer and Client will mark and otherwise treat the related Customer account as "unpaid."

#### 5.3 Errors and Omissions

PNP will not be liable for any errors or omissions in data provided by Client or Customers. Client will be responsible for the accuracy of data provided to PNP for use in providing the Services.

#### 5.4 Bank Actions

PNP will not be liable for any errors, omissions or delays attributable to the acts or omissions of any bank or other third party involved in the processing of any Payment Device payment.

### SECTION 6 CARDHOLDER DATA SECURITY

To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS") in effect and as may be amended from time to time during the term of the Agreement. The current PCI-DSS specifications are available on the PCI Security Standards Council website which may be amended or modified at any time: <https://www.pcisecuritystandards.org>.

### SECTION 7 EXCLUSIVITY

Client agrees that PNP will be the ~~nonexclusive~~ provider of electronic payment services and that Client may procure similar such services from any other party.

### SECTION 8 TERM AND TERMINATION

#### 8.1 Term

The initial term of this Agreement will commence on the Effective Date and will end on the third (3<sup>rd</sup>) anniversary of the Effective Date (the "Initial Term"). This Agreement will automatically renew for successive one (1)-year terms (each, a "Renewal Term," and the Initial Term and any Renewal Term may be referred to as a "Term"). The term of this Agreement will terminate at the end of the Initial Term or any subsequent Renewal Term if either party provides written notice of such termination to the other party at least sixty (60) days prior to the expiration of the applicable Term.

#### 8.2 In the Event of Breach; Effect on Affiliates

8.2.1 Subject to the opportunity to cure set forth below, either party may terminate this Agreement upon sixty (60) days written notice to the other party in the event of a material, uncured breach of any provision of this Agreement by the other party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach ("Notice").

8.2.2 Following receipt of Notice, the alleged breaching party shall have sixty (60) days to cure such alleged breach. Upon termination or expiration of this Agreement, Client shall have no rights to continue use of the Service or the Modules. Expiration or termination of the Agreement by Client or PNP shall also terminate the Affiliates' rights under the Agreement unless otherwise agreed by the parties in writing. PNP may terminate the Agreement solely with respect to an individual Affiliate without affecting the rights and obligations of Client and other Affiliates under the Agreement.

#### 8.3 Modification to or Discontinuation of the Service

PNP reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part

thereof). In addition, PNP will have the right to discontinue accepting any Payment Device by providing not less than ten (10) days' written notice to Client. In the event that PNP modifies the Service in a manner which removes or disables a feature or functionality on which Client materially relies, PNP, at Client's request, shall use commercially reasonable efforts to substantially restore such functionality to Client. In the event that PNP is unable to substantially restore such functionality within sixty (60) days, Client shall have the right to terminate the Agreement. Client acknowledges that PNP reserves the right to discontinue offering the Service and any support at the conclusion of Client's then-current Term. Client agrees that PNP shall not be liable to Client nor to any third party for any modification of the Service as described in this Section.

**SECTION 9 PAYMENT DEVICE TRANSACTION DEPOSITS**

The exact amount of each approved Payment Device transaction will be electronically deposited into the Client bank account identified on the Client Application. PNP shall initiate such deposits as specified on the attached Client Application. PNP will provide Client's authorized employees with access to PNP's online transaction reports for reconciliation purposes.

**SECTION 10 FORCE MAJEURE**

PNP will not be responsible for its failure to perform under this Agreement due to causes beyond its reasonable control, including acts of God, wars, riots, revolutions, acts of civil or military authorities, terrorism, fires, floods, sabotage, nuclear incidents, earthquakes, storms, pandemics or epidemics. If the provision of Services under this Agreement is delayed by such an event or condition, PNP will promptly notify Client thereof. PNP will use commercially reasonable efforts to overcome any such cause for delay as soon as is reasonably practicable.

**SECTION 11 GOVERNING LAW**

This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington without reference to its conflicts of law principles.

**SECTION 12 NOTICES**

All notices or other communications required or permitted by this Agreement must be in writing and will be deemed to have been duly given when delivered personally to the party for whom such notice was intended, or upon actual receipt if sent by facsimile or delivered by a nationally recognized overnight delivery service, or at the expiration of the third day after the date of deposit if

deposited in the United States mail, postage pre-paid, certified or registered, return receipt requested, to the respective parties at:

If to Client: See Merchant Application  
If to PNP: Point & Pay, LLC  
110 State St. E, Suite D  
Oldsmar, FL 34677

**SECTION 13 MISCELLANEOUS**

The headings of sections and subsections of this Agreement are for convenience of reference only and will not be construed to alter the meaning of any provision of this Agreement. PNP is an independent contractor and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, franchise or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have, or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party. Each of the parties will have any and all rights and remedies available to them under all applicable laws. The remedies provided for in this Agreement will be deemed to be non-exclusive and in addition to any other available remedy at law or in equity. All rights and remedies are cumulative and may be exercised singularly or concurrently. Client may not assign or transfer any of its rights or delegate any of its obligations under this Agreement to any third party, by operation of law or otherwise, without the prior written consent of PNP. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. Client shall comply with all applicable laws, rules, treaties, and regulations in its performance of this Agreement, including, without limitation, the Rules and NACHA Rules. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will not be affected and the illegal, invalid, or unenforceable provision will be deemed modified such that it the intention of the parties to the fullest extent possible. No amendment or modification of this Agreement will be effective unless it is in writing and executed by both of the parties. Nothing contained in this Agreement establishes, creates, or is intended to or will be construed to establish or create, any right in or obligation to any third party. This Agreement, the Exhibit(s) and the Client Application set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

---

The parties have duly executed this Agreement as of the date of the last signature below (the "Effective Date").

Point & Pay, LLC

City of Fircrest, WA

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

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

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

Date: \_\_\_\_\_

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

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

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

Date: \_\_\_\_\_



## Exhibit A Services Description

The following is a description of all Services and Modules offered by PNP. PNP shall provide the Services to Client and its Customers via the specific Modules and Payment Devices chosen by Client in the Client Application. Applicable fees, if any, for Client's elections are set forth on the Client Application. The Services include support and training outlined below at no additional charge to Client.

### Service Modules

- **Counter Module.** The Counter Module allows Customers to make payments to Client in a face-to-face environment or over the phone using a Payment Device. PNP will issue unique confirmation numbers to Customers who have completed a payment transaction using the Counter Module. The Counter Module also enables Client's staff to access reports via the web. The Counter Module is required to access the PNP Services. The Counter Module may be used in conjunction with or independently of point-of-sale (POS) terminals.
- **Web Module.** The Web Module allows Customers to make payments to Clients online using a Payment Device via a secure website hosted by PNP. Customers who elect to make payments via the Internet can follow a link from the Client website to the Client-branded, PNP-hosted web pages to submit a payment. PNP will issue unique confirmation numbers to Customers who have completed a payment transaction using the Web Module. PNP shall create the Client-branded, PNP-hosted web pages at no additional charge. Client may elect bill presentment and account validation functionality for the one-time set-up fee set forth on the Client Application under "Data File Integration."
- **Interactive Voice Response (IVR) Module.** The IVR Module allows Customers to make payments to Clients over the phone using a Payment Device. The Customer calls a toll-free phone number provided and managed by PNP to access the Client branded IVR. The IVR system recognizes Customer instructions through making a payment; the phone keypad is used to enter Payment Device numbers. The IVR system is configured and tested by PNP. PNP will issue unique confirmation numbers to Customers who have completed a payment transaction using the IVR Module. Election of the IVR Module includes a Client-branded IVR environment and, if applicable, Client shall pay the one-time IVR set-up fee for the IVR Module set forth on the Client Application. In addition, Client may elect to have bill presentment and account validation functionality enabled through the IVR for the one-time set-up fee on the Client Application under "Data File Integration."

### Customer Payment Devices

Each of the Modules can provide the Customer with the ability to pay by Credit Card, Debit Card and/or Electronic Check.

### Training

PNP shall provide instruction manuals and up to four (4) hours of webinar training to Client and Client personnel in connection with the Modules chosen by Client.

### Support

PNP shall provide services and technical support to Client via telephone during regular business hours. Support availability shall be exclusive of downtime due to scheduled maintenance or events out of PNP's control. Support for the Products may be modified, suspended or terminated in PNP's sole discretion upon prior written notice.

Exhibit B

Client Application

**NEW BUSINESS:** Approval of Amendment #2 to the Geotechnical Services Contract  
**ITEM: 13B**

**FROM:** Scott Pingel, City Manager

---

**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute Amendment #2 to the Geotechnical Services Contract with GeoEngineers, Inc. for the Community Center project.

---

**PROPOSAL:** The Council is being asked to authorize the City Manager to execute Amendment #2 of the contract for geotechnical services for the Community Center project. This amendment adds to the scope of services for the additional unforeseen obstacles during the excavation phase of the Community Center. The additional work is primarily due to the old kiddie pool under the old outdoor basketball court.

**FISCAL IMPACT:** The estimated fees for the additional work for the Community Center phase are \$26,950.

**ADVANTAGE:** Geotechnical expertise provides the project with essential observation and evaluation of much of what the public will not see under the Community Center, but that are essential to sound structures. This amendment ensures the Community Center is built soundly and according to all necessary structural standards.

**DISADVANTAGES:** None identified.

**ALTERNATIVES:** None that are viable.

**HISTORY:** As a part of the building process a geotechnical firm is required to ensure that the conditions beneath the Community Center are evaluated appropriately. GeoEngineers provided this service for the Pool phase and has been providing this service for the Community Center phase to date. GeoEngineers has provided excellent service.

**ATTACHMENTS:** [Resolution](#)  
[Contract Amendment](#)  
[Attachment 1](#)

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT #2 TO THE GEOTECHNICAL SERVICES CONTRACT WITH GEOENGINEERS, INC FOR THE COMMUNITY CENTER PROJECT**

**WHEREAS**, the City of Fircrest's new Community Center project is underway, and as a part of the building process, a geotechnical inspections firm ensures conditions beneath the Community Center are evaluated appropriately; and

**WHEREAS**, the City requires geotechnical inspection services for the Community Center phase of the project. Geotechnical expertise provides the project with essential observation and evaluation of much of what the public will not see under the Community Center, but that is essential to sound structures; and

**WHEREAS**, GeoEngineers, Inc has the required experience and expertise to provide such services;

**WHEREAS**, unforeseen additional work has become necessary due to soils and earthwork onsite conditions. Now, Therefore

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

**Section 1.** The City Manager is hereby authorized and directed to execute Amendment #2 of the contract for geotechnical inspection services for the Fircrest Pool and Community Center project with GeoEngineers, Inc.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON**, at a regular meeting thereof this 23<sup>rd</sup> day of February 2021.

**APPROVED:**

\_\_\_\_\_  
Hunter T. George, Mayor

**ATTEST:**

\_\_\_\_\_  
Jayne Westman, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael B. Smith, City Attorney

**AMENDMENT #2  
TO THE CITY OF FIRCREST**

**PROFESSIONAL SERVICES AGREEMENT WITH GEOENGINEERS, INC. FOR THE DESIGN AND CONSTRUCTION OF THE FIRCREST POOL AND COMMUNITY CENTER PROJECT.**

This amendment is hereby made and entered into this 23<sup>rd</sup> day of February 2021, by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the "City" and GeoEngineers, Inc, hereinafter referred to as "Consultant", to be effective February 24, 2021.

**WITNESSETH:**

**1. Purpose**

The purpose of this amendment is to amend the August 13, 2019 agreement. This amendment is limited to the amendments as set forth herein. All of the remaining terms and conditions of the August 13, 2019 agreement as amended shall remain in full force and effect. The amendments are as follows:

**2. Exhibit A**

Exhibit A shall be amended to include Attachment 1, attached hereto, and by reference herein, to include the February 3, 2021 proposal for Additional Services Agreement No. 2 Construction Observation Services Community Center (Phase 2).

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

**CITY OF FIRCREST**

**GeoEngineers, Inc.**

By: \_\_\_\_\_  
City Manager

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

**APPROVED AS TO FORM:**

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

**ATTEST:**

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

# Attachment 1



1101 South Fawcett Avenue, Suite 200  
Tacoma, Washington 98402  
253.383.4940

February 3, 2021

City of Fircrest  
115 Ramsdell Street  
Fircrest, Washington 98466

Attention: Scott Pingel

Subject: Change Order 2  
Construction Observation Services  
Community Center (Phase 2)  
Tacoma, Washington  
File No. 4369-005-02

## INTRODUCTION

This documents Change Order 2 between the City of Fircrest and GeoEngineers, Inc. for geotechnical consultation and construction observation services related to the Fircrest Community Center project. The project site is located at 555 Contra Costa Avenue in Fircrest, Washington.

Construction observation services related to pool and bathhouse construction (Phase 1) are provided in our original agreement with the City of Fircrest dated August 26, 2019, and subsequent Change Order No. 1 dated October 18, 2019.

Amendment No. 1 dated June 23, 2020 provides construction observation services related to the new community center building and final site improvements (Phase 2), which we are currently working on. During preparation of our initial fee estimate included in Amendment No. 1, full project plans and construction schedules were not available for review. For budgeting purposes, we estimated a number of part-time (P/T) and full-time (F/T) site visits during construction based, in part, on our experience with similar projects and anticipated earthwork activities.

During Phase 2 earthwork construction and observation of soil and groundwater conditions, our time spent for consultation and on site has been more than we had estimated. The additional time was primarily related to removal of an existing pool within the new building pad (encountered during site demolition), additional documentation of soil removal quantities, assistance of earthwork materials and procedures during times of rain and wet conditions and observation of fill placement and compaction within overexcavated areas. Some visits required our presence near full time.



## ANTICIPATED SCOPE OF SERVICES

We were recently provided an overall construction schedule prepared by Kassel & Associates (general contractor) dated September 28, 2020 for review. Based on this schedule, we have estimated a number of part-time and full-time visits for project completion. The number of site visits estimated should be considered preliminary and could change based on actual construction durations; however, we believe we have captured the remaining geotechnical-related observation required based on project schedule. The majority of our visits will involve observing fill to bring the site to design grade, observing development of the building slab subgrade, and compaction of utility trench backfill. Our evaluations will be by probing, proof-roll, and/or performing in-place nuclear density testing, as appropriate, for each given situation.

The scope for additional geotechnical construction observation services for the community center building (Phase 2) include the items below, along with estimated duration or allocation for each visit:

1. Provide ongoing consultation and project management during construction. This will include coordinating site visits, reviewing contractor submittals, answering requests for information (RFIs) and attending project meetings (as needed).
2. Observe prepared bearing surfaces for shallow foundations, including the necessity for overexcavation and replacement of soft soils or the ability to maintain existing conditions. We have budgeted one P/T site visits for this task.
3. Observe and evaluate structural fill placement and compaction to raise site grades within the building slab area. We have budgeted four P/T site visits for this task.
4. Observe and evaluate preparation of final building slab subgrades, including placement of capillary break materials. We have budgeted one P/T site visits for this task.
5. Observe and evaluate placement and compaction of general fill placement on site, including utility trench backfill. We have budgeted eight P/T and two F/T visits for this task.
6. Observe and evaluate prepared asphalt and concrete pavement subgrades and base course material prior to paving. We have budgeted four P/T site visits for this task.
7. Prepare daily field reports for each site visit. The field reports will summarize our observations, opinions and recommendations regarding the observed activities. We will discuss our recommendations, if any, with project team members on site the day they are developed, prior to leaving the site.

### Assumptions

- We have not included evaluating placement and compaction of hot-mix asphalt (HMA) paving.
- We have not included additional site visits to observe and evaluate subgrades and/or base course for curb, sidewalk, or other hardscaping elements. In our experience, the building inspector will typically observe these areas. We are prepared to evaluate these prepared subgrades while on site for the scope items listed above, as requested.

## SCHEDULE, TERMS AND BUDGET

For the above services, we have allocated an additional 18 part-time and 2 full-time site visits to observe conditions and provide recommendations, consultation, and field reporting/documentation. We have also



allocated a budget contingency to provide any additional assistance, if needed, such as more site visits, phone conversations, electronic mails and/or attending meetings. If these services are not needed, we would not use either all or a part of the contingency estimate provided. We provide the following breakdown in the table below.

The extent of our involvement during construction will depend in part on the contractor’s schedule and any difficulties encountered, including inclement weather. We will maintain contact with the contractor to determine scheduling and attempt to consolidate site visits and be as efficient as possible with our time.

Our services will be completed in accordance with the terms described in our existing “Professional Services Agreement Fircrest Pool and Bathhouse Geotechnical Services” contract with the City of Fircrest dated August 26, 2019 (Agreement). The fee for the additional services described above will be determined on a time-and-expense basis using the rates presented on the attached Schedule of Charges, which forms a part of this agreement. We will endeavor to keep you informed of project scope and budget status throughout the course of the project. We will not use the contingency or exceed the budget amount provided below without first informing you of the circumstances involved and receiving your approval.

A summary of our fee estimate for the proposed construction observation services is provided in the table below.

**TABLE 1. FEE ESTIMATE**

Description of Services	Estimated Fee
Consultation During Construction (e.g., Submittal Review, RFI Responses, Attending Meetings)	\$2,500
P/T Construction Observation Services (18 P/T visits)	\$17,250
F/T Construction Observation Services (2 F/T visits)	\$3,200
Contingency (if needed)	\$4,000
Subtotal for Change Order No. 2 (including Contingency)	\$26,950
<i>Current Authorized Budget (Including Pool, Change Order 1, and Amendment 1)</i>	\$71,725
<b>Total Revised Project Budget for Pool and Community Center</b>	<b>\$98,675</b>



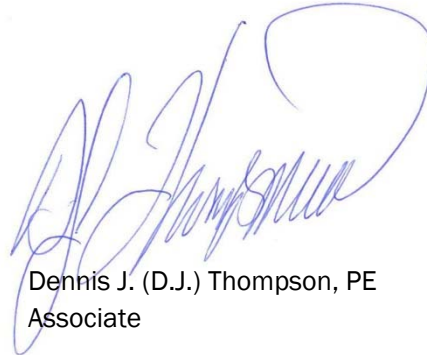


We look forward to completion of a successful project with the City of Fircrest. Feel free to reach out to Stuart Thielmann at 253.722.2422 or D.J. Thompson at 253.722.2446 to discuss any of the scope items or other aspects of this change order. Authorization to proceed may be indicated by returning one copy of this change order signed in the space below.

Respectfully Submitted,  
GeoEngineers, Inc.



Stuart S. Thielmann, PE  
Geotechnical Engineer



Dennis J. (D.J.) Thompson, PE  
Associate

SST:DJT:tt

Attachment:  
Schedule of Charges – Redmond-Seattle-Tacoma 2021

One copy submitted electronically



The parties hereto have made, executed and agreed to this Agreement as of the day and year first above written. By signature below, Client accepts the scope of services and all terms described herein. In addition, Client's signature shall constitute as authorization to proceed on the date listed below Client's printed/typed name unless such authorization has been otherwise provided in writing.

City of Fircrest	* SIGNATURE
CLIENT	TYPED OR PRINTED NAME
DATE	*Individual with contracting authority.

Proprietary Notice: The contents of this document are proprietary to GeoEngineers, Inc. and are intended solely for use by our clients and their design teams to evaluate GeoEngineers' capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of GeoEngineers.

Disclaimer: Any electronic form, facsimile or hard copy of the original document (email, text, table, and/or figure), if provided, and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

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## Schedule of Charges – 2021

### COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

#### Professional Staff

Staff 1 Scientist	\$ 120/hour
Staff 1 Engineer	\$ 127/hour
Staff 2 Scientist	\$ 138/hour
Staff 2 Engineer	\$ 145/hour
Staff 3 Scientist	\$ 158/hour
Staff 3 Engineer	\$ 164/hour
Scientist 1	\$ 182/hour
Engineer 1	\$ 188/hour
Scientist 2	\$ 188/hour
Engineer 2	\$ 193/hour
Senior Engineer/Scientist 1	\$ 210/hour
Senior Engineer/Scientist 2	\$ 231/hour
Associate	\$ 246/hour
Principal	\$ 266/hour
Senior Principal	\$ 293/hour

#### Technical Support Staff

Administrator 1	\$ 86/hour
Administrator 2	\$ 98/hour
Administrator 3	\$ 112/hour
CAD Technician	\$ 110/hour
CAD Designer	\$ 126/hour
CAD Design Coordinator	\$ 145/hour
GIS Analyst	\$ 145/hour
Senior GIS Analyst	\$ 160/hour
GIS Coordinator	\$ 180/hour
*Technician	\$ 93/hour
*Senior Technician	\$ 112/hour
*Lead Technician	\$ 120/hour

\*Hours in excess of 8 hours in a day or 40 hours in a week will be charged at one and one-half times the hourly rates listed above.

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent in depositions, trial preparation and court or hearing testimony will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule.

A surcharge may be applied to night and weekend work. See proposal for details.

Rates for data storage and web-based access will be provided on a project-specific basis.

**Equipment**

Air Sparging Field Test, per day	\$	100.00
Air/Vapor Monitoring Equipment (PID, 5-Gas Meter), per day	\$	100.00
Asbestos Sample Kit	\$	25.00
Blastmate, per day	\$	100.00
D&M Sampler, per day	\$	80.00
DO (Dissolved Oxygen) Kit	\$	20.00
Dynamic Cone Penetrometer, per day	\$	40.00
E-Tape (Electric Tape), per day	\$	25.00
Field Data Acquisition Equipment	\$	50.00
Field Gear / Reconnaissance, per day	\$	50.00
Gas Detection Meters, per day	\$	100.00
Generator, per day	\$	100.00
Groundwater Pressure Transducer w/ Datalogger, per day	\$	50.00
Groundwater Pressure Transducer w/ Datalogger, per week	\$	200.00
Hand Auger, per day	\$	20.00
Inclinometer Probe, per day, 1/2 day minimum	\$	200.00
Interface Probe, per day	\$	50.00
Iron Test Kit	\$	20.00
Laser Level, per day	\$	50.00
Low Flow Groundwater Sampling Equipment, per day	\$	225.00
Multiparameter Water Quality Meter, per day	\$	80.00
Nuclear Density Gage, per hour, 1/2 day minimum	\$	10.00
Peristaltic Pump, per day	\$	50.00
pH Probe, per day	\$	15.00
PID, FID or OVA, per day	\$	100.00
Saximeter, per day	\$	50.00
Scuba Diving Gear, per day/per diver	\$	250.00
Shallow Soil Exploration Equipment, per day	\$	50.00
Soil Field Screening Equipment, per day	\$	15.00
Soil Sample Kit	\$	15.00
Steam Flow Meter, per day	\$	15.00
Strain Gauge Readout Equipment, per day	\$	50.00
Surface Water Flow Meter, per day, 1/2 day minimum	\$	50.00
Surface Water Quality Monitoring Equipment, per day	\$	50.00
Turbidity Meter, per day	\$	30.00
Vehicle usage, per mile, or \$30/half-day, whichever is greater	\$	0.65

*Specialized and miscellaneous field equipment, at current rates, list available upon request.*

**OTHER SERVICES, SUPPLIES AND SPECIAL TAXES**

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

Per diem may be charged in lieu of subsistence and lodging.

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

**Associated Project Costs (APC)**

Computer hardware and software, telephone and fax communications, printing and photocopying and routine postage via USPS will be charged at a flat rate of 6 percent of labor charges. These charges are labeled as Associated Project Costs (APC).

**All rates are subject to change upon notification.**

## Laboratory Schedule of Charges – 2021

Type of Test	Unit Price
<b>Soil Index and Classification Tests</b>	
Soil Description (ASTM D 2488)	\$ 16
Moisture Content	
Oven (ASTM D 2216)	\$ 20
Moisture/Density (ASTM D 7263, D 2937)	
Rings	\$ 40
Shelby Tubes, waxed chunk	\$ 50
Tubes (liners), chunk	\$ 50
Particle Size Analysis	
Percent Passing No. 200 (ASTM D 1140)	\$ 90
Sieve (ASTM D 422, D 6913, C 136 includes minus 200 Wash, Dry Sieve)	\$ 130
Gravel Sieve (ASTM D 422, D 6913, C 136 includes minus 200 Wash, Dry Sieve)	\$ 200
Hydrometer Only (ASTM D 422, minus #10 fraction)	\$ 160
Combined Sieve and Hydrometer (ASTM D 422-63)	\$ 260
Combined Gravel Sieve and Hydrometer (ASTM D 422-63)	\$ 330
Organic Content (ASTM D 2974)	\$ 80
Specific Gravity (ASTM D 854)	\$ 90
Atterberg Limits (ASTM D 4318)	\$ 190
Nonplastic	\$ 120
Organic	\$ 100
Porosity (includes Moisture Content, Dry Density, and Specific Gravity) (ASTM D 7263)	\$ 130
Compaction (ASTM D 698/D 1557, AASHTO T 99/T 180, Methods A, B and C)	
Granular/Cohesive (1 Point)	\$ 110
Granular (4 Point)	\$ 285
Cohesive (4 Point)	\$ 300
Shrinkage Factors of Soils by Wax Method (ASTM D 4943)	\$ 70
<b>Strength and Consolidation Tests</b>	
Triaxial Compression	
Unconfined Comp. Strength – UCS (ASTM D 2166)	\$ 130
Unconsolidated Undrained – UU (ASTM D 2850)	\$ 250
Unconsolidated Undrained (back pressure saturation)	\$ 480
Consolidated Undrained – CU (ASTM D 4767) with pore pressure measurement	\$ 600
Consolidated Drained – CD (Army Corps of Engineers EM 1110-2-1906 Appendix X)	\$ 650
Consolidated Undrained or Consolidated Drained (3 points, staged)	\$ 1,500
Consolidation (ASTM D 2435)	
With 2 timed load increments	\$ 650
Additional timed load increments, each	\$ 60
Constant Rate of Strain Consolidation (ASTM D 4186)	\$ 675
One-Dimensional Swell (ASTM D 4546)	
Method A	\$ 1,200
Method B	\$ 450
Method C	\$ 650
CBR, 1 point with Proctor (ASTM D 1883)	\$ 500
Additional points, each	\$ 150
<b>Corrosion Tests</b>	
Soil Resistivity (ASTM G 187)	\$ 65
pH of Soil (ASTM D 4972 / G 51)	\$ 40
Soluble Sulfates (US EPA 375.4)	\$ 50
Sulfides	\$ 45
Ductile Iron Pipe Research Association 10 Point Soil Evaluation Procedure (ANSI/ANSW C105/A21.5). Includes evaluation of resistivity, pH, Redox potential, sulfides and moisture)	\$ 155

Type of Test	Unit Price
<b>Permeability Tests</b>	
Constant or falling head in rigid wall permeameter (ASTM D 2434, D 5856)	\$ 325
In triaxial cell with back pressure saturation (ASTM D 5084)	\$ 700
<b>Soil Sample Preparation</b>	
Extrusion – Extrude and log (visual classification) Shelby tube sample	\$ 65
Remolding – Remolding a soil sample to desired moisture and density	\$ 42 - 105
Soil – Cement/Lime Treatment	Hourly - negotiated
<b>Aggregate and Rock Tests</b>	
Unconfined Compression Test (ASTM D 7012)	
One test only	\$ 120
More than one test	\$ 100
Percent of Fracture (WSDOT 103)	\$ 60
Sand Equivalent (AASHTO T 176)	\$ 90
Specific Gravity, Fine/Coarse Aggregate (ASTM C 127, C 128)	\$ 75/120
Point Load Test or Rock Core (ASTM D5731)	\$ 75
<b>Concrete, Mortar and Grout Tests</b>	
Concrete Cyl (strip, log, cure, break, report)	\$ 35
Mortar Cyl (strip, log, cure, break, report)	\$ 35
Grout Cyl (strip, log, cure, break, report)	\$ 35
Grout Cubes (strip, log, cure, break, report)	\$ 30

\*Please contact us regarding test procedures which are not listed or for tests on contaminated soils. Negotiated unit rates or hourly rates will be charged for these procedures.

\*\*Not WABO-certified.

# Memo

To: Mayor and Councilmembers  
From: Colleen Corcoran, Finance Director  
CC: Scott Pingel, City Manager  
Date: February 23, 2021  
Re: **Year End 2020 Financial Report**

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## INTRODUCTION

This is a report on the financial condition of the City of Fircrest based on the Preliminary Financial reports as of December 31, 2020. The final State Reports are due to the Washington State Auditor's Office by May 28, 2021. No major changes are expected from these reports, from the reports filed with the State. This report will give you an overview and be helpful when looking at how the City performed financially in 2020.

This analysis looks at how revenues compare to expenditures. This will tell us how much money we have left after all expenses have been met. This is known as Fund Balance. If revenues are more than expenditures, then the Fund Balance will increase. If revenues are less than expenditures, then the Fund Balance will decrease. A fund balance can consist of Reserved Fund Balances, Designated Fund Balances and Undesignated Fund Balances.

Reserved Fund Balance: For the City of Fircrest this is our Cumulative Reserve Fund. Money can only be transferred out of this fund by ordinance approved by Council. Currently General, Street, Water and Sewer have money in this fund.

Designated Fund Balance: General Fund has two balances in this category. Designated Light Fund and Designated 44<sup>th</sup>/Alameda. When the assets of the Light Fund were sold, Council designated the money to be used to cover expenses for the Street Department. When the property at 44<sup>th</sup> and Alameda was sold Council designated the funds to be used for Parks capital projects.

Undesignated Fund Balance: These funds have no designated restrictions but are broken down further as follows:

- A. Allocated for cash flow (3 months of current year's operating expenditures).

- B. Available for capital expenditures
- C. Available cash

The table below shows the net increase or decrease in Fund Balance per fund.

Fund	BFB	In(De)crease	EFB
General	\$3,821,419	\$379,635	\$4,201,054
Street	\$18,603	\$217,683	\$236,286
Storm	\$264,997	\$24,150	\$289,147
Storm Capital	\$541,357	\$26,284	\$567,641
Water	\$289,348	\$6,331	\$295,679
Water Capital	\$208,092	\$129,232	\$337,324
Sewer	\$1,079,765	(\$43,142)	\$1,036,623
Sewer Capital	\$1,394,771	\$130,401	\$1,525,172
ERR	\$1,311,468	\$129,199	\$1,440,667
REET	\$1,587,706	\$109,775	\$1,697,481
Cumulative Reserve	\$3,780,763		\$3,250,000
Park Bond Capital	\$7,331,463	(\$3,311,347)	\$4,020,116

Attached are the detailed financial reports as of December 31, 2020. The following information summarizes the General, Street and Proprietary funds and compares revenue and expenditures to evaluate the effect on Fund Balance. Ideally, Operating Revenues should be more than Operating Expenditures with money left over for current and future capital needs.

## GENERAL FUND SUMMARY

The table below shows the change to fund balance in the General Fund.

Beginning Fund Balance as of 01/01/2020		\$3,821,419
Operating Revenues as of 12/31/20	\$5,965,663	
Operating Expenses as of 12/31/20 w/o capital	(\$5,498,025)	
Operating Revenue over (under) expenditures		\$467,638
Capital Expenses as of 12/31/20		(\$94,069)
Net Revenue over(under) Expenditures w/capital		\$373,569
Non Revenue (insurance recovery & refundable deposits)		\$8,894
Non Expenditures (refunded deposits)		(\$2,829)
Total Change in Fund Balance		\$379,634
Ending Fund Balance as of 12/31/2020		\$4,201,054

When analyzing the above information, Total Ending Fund Balance increased by a net of \$379,634. Remember, Ending Fund Balance in General Fund is made up of three components as broken out in the table below:

	01/01/20			12/31/20
	Balance	Additions	Subtractions	Balance
Undesignated Fund Balance	\$2,566,324	\$5,974,557	\$(5,558,670)	\$2,982,211
Designated Light Fund Money	\$593,258		\$ (36,253)	\$557,005
Designated 44th/Alameda	\$661,838			\$661,838
Total Ending Fund Balance	\$3,821,420	\$5,974,557	\$(5,594,923)	\$4,201,054

Undesignated Fund Balance increased by a net amount of \$415,887.

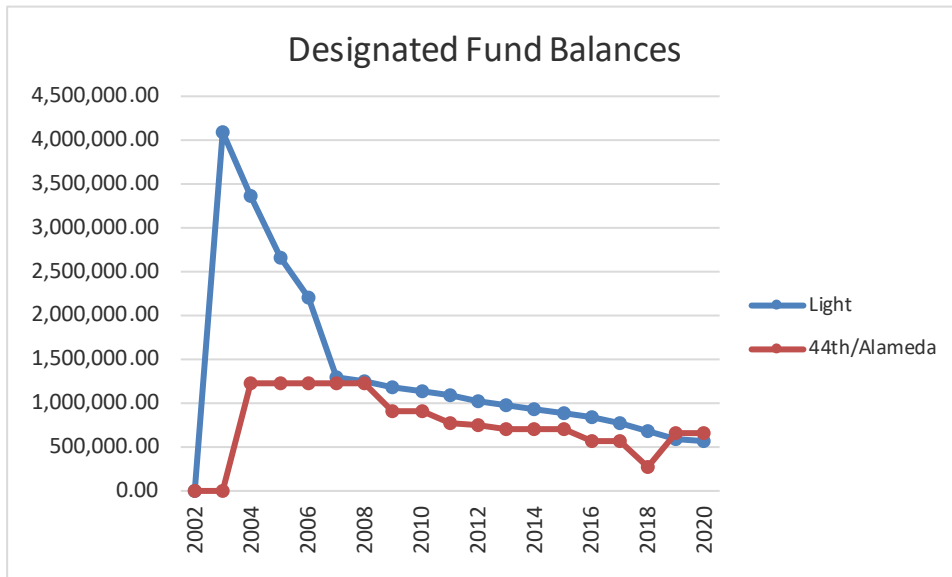
The Designated Light Fund money was decreased by \$36,253. This amount represents the amount that was transferred to the Street Fund for Street Light Maintenance and Street Light Capital.

Designated 44<sup>th</sup>/Alameda remained unchanged.

The chart below shows how the designated funds have decreased over the years. The money from the sale of the Light Fund went from \$4,082,442 in 2003 to \$557,005 as of 12/31/2020. The money from the sale of the property located at 44<sup>th</sup> and Alameda went from \$1,235,014 in 2004 to \$661,838 as of 12/31/2020. The increase in the 44<sup>th</sup>/Alameda balance is from the



reimbursement from the Park Bond Capital Fund and a \$90,000 increase from Undesignated General Fund Balance authorized by Council in 2019.



Undesignated Fund Balance is broken down even further to get the amount that is available. Some of these funds need to be reserved for cash flow or investments. The amount reserved for cash flow is determined by three months of annual operating cost. The chart below shows the availability of cash for each of the General Fund Balances. Keep in mind that this amount does not include any funds set aside for capital other than the Parks money which is in the Designated 44<sup>th</sup>/Alameda balance and the Pool/Recreation Center which is in the Park Bond Capital Fund.

	<u>Undesignated</u>	<u>Light</u>	<u>44th/Alameda</u>	<u>Total</u>
Fund Balance	\$ 2,982,211	\$ 557,005	\$ 661,838	\$ 4,201,054
Invested in bond	\$ -	\$ -	\$ -	\$ -
Reserved for cash flow	\$ (1,572,007)	\$ -		\$ (1,572,007)
<b>Available cash</b>	<b>\$ 1,410,204</b>	<b>\$ 557,005</b>	<b>\$ 661,838</b>	<b>\$ 2,629,047</b>

This information is very important and must be considered when planning for the future. Ending fund balances are limited. The City does not have a General Capital Fund. As capital needs arise, such as building repairs including leaking roofs, exterior repairs, pool repairs, HVAC replacements, etc., the Ending Fund Balances will be depleted.

Once the Designated Light money is depleted, Undesignated Fund Balance will need to be used to fund Street Light Maintenance and Street Capital projects.

As fund balances decrease there will be fewer funds to invest. Interest income is used to offset operating expenditures. Interest rates continue to drop.

The City also has \$3,250,000 in General Fund Cumulative Reserves.

Ending Fund Balances need to increase to have enough funding to cover capital needs in the future while still maintaining enough balance to cover cash flow needs.

Following is a closer look at both revenues and expenditures for the General Fund.

## GENERAL FUND REVENUES

For 2020 we received 97% of our anticipated revenue. This represents a dollar amount of \$187,763 that was received below what was estimated. Revenues are estimated on a conservative approach meaning that when budgeting for the year we want to estimate the revenue as close to what we expect to receive or lower. This approach helps assure that we do not spend money that we may not receive. Operating Revenue needs to cover Operating Expenditures therefore we are very conservative on our revenue estimates. If revenues are inflated and not received as anticipated, there will not be enough funds to cover expenditures thereby causing an unpredicted use of Ending Fund Balance.

This year, due to Covid-19, revenues received were less than budgeted. The pool was unable to open because of construction delays relating to Covid-19.

The recreation building was also closed due to Covid-19 from March through December; therefore, no space rental or recreation fees were received.

Interest rates fell to an average of 0.6%. This alone amounted to a difference of almost \$66,000 between amount budgeted and received.

The following table shows the different categories of revenue and how the actual receipts compare to the budgeted estimates.

	<u>YTD 12/31/2020</u>	<u>Budget</u>	<u>%</u>
Taxes	3,479,648	3,411,953	102.0%
Licenses & Permits	567,492	539,900	105.1%
State Revenue	562,870	576,475	97.6%
Fines & Forfeits	208,047	269,600	77.2%
Serv & Charges	989,770	1,104,537	89.6%
Misc. Revenue	157,835	259,855	60.7%
Non Revenue	<u>8,894</u>	<u>0</u>	<u>0.0%</u>
TOTAL GEN FUND REV	5,974,557	6,162,320	97.0%

Non-Revenue includes \$8,894 for refundable deposits.

## GENERAL FUND EXPENDITURES

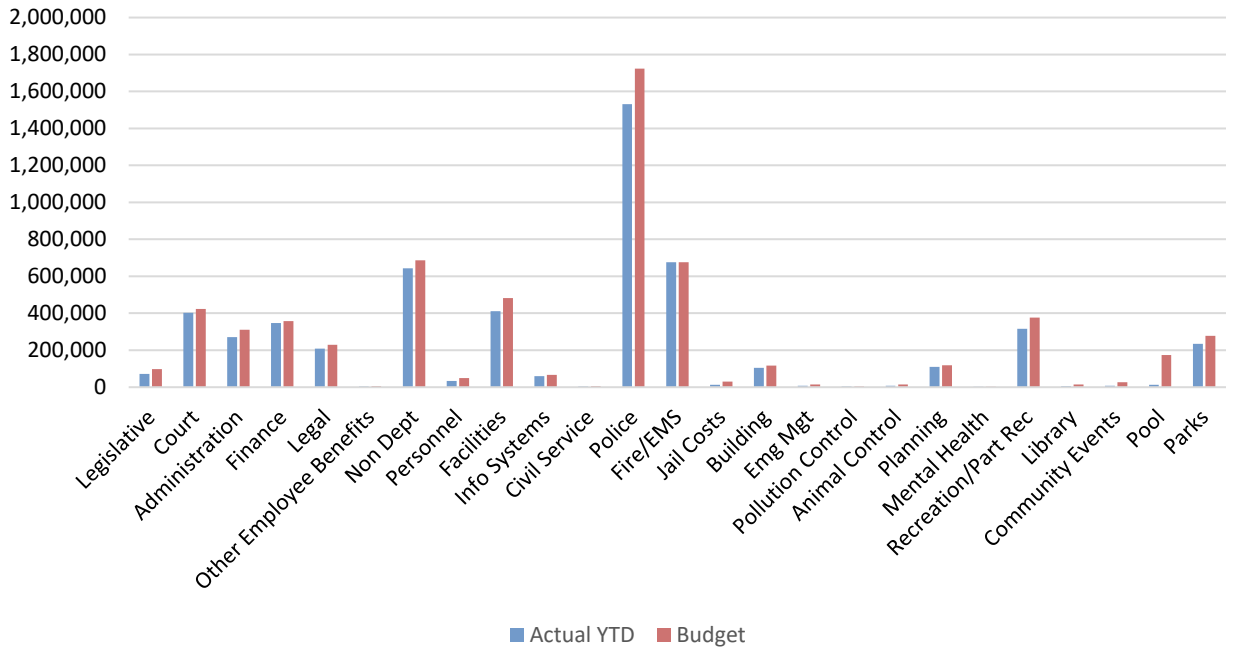
The City spent 87.4% of the amount budgeted for General Fund operating expenditures (capital not included). Operating Expenditures by department are shown in the table below. This same information is followed by a line graph format and a pie chart format.

	<u>YTD</u>	<u>BUDGET</u>	<u>REMAINING</u>	<u>% Expensed</u>
<u>DEPARTMENT</u>				
Legislative	72,745	97,240	24,495	74.8%
Court	403,395	424,040	20,645	95.1%
Administration	270,478	310,585	40,107	87.1%
Finance	347,423	357,501	10,078	97.2%
Legal	209,051	229,100	20,049	91.2%
Other Employee Benefits	4,858	6,500	1,642	74.7%
Non Dept	643,284	686,737	43,454	93.7%
Personnel	34,651	50,140	15,489	69.1%
Facilities	411,510	482,170	70,660	85.3%
Info Systems	60,021	66,370	6,349	90.4%
Civil Service	4,965	6,825	1,861	72.7%
Police	1,531,856	1,723,207	191,351	88.9%
Fire/EMS	676,141	676,141	0	100.0%
Jail Costs	13,490	30,500	17,010	44.2%
Building	104,108	116,815	12,707	89.1%
Emg Mgt	8,523	14,775	6,252	57.7%
Pollution Control	4,528	4,530	2	100.0%
Animal Control	7,049	15,000	7,951	47.0%
Planning	109,189	118,255	9,066	92.3%
Mental Health	1,944	2,153	209	90.3%
Recreation/Part Rec	316,164	377,140	60,977	83.8%
Library	6,437	14,000	7,564	46.0%
Community Events	7,401	26,400	18,999	28.0%
Pool	13,369	173,855	160,486	7.7%
Parks	235,449	278,048	42,599	84.7%
Total Gen Fund Oper Exp	5,498,025	6,288,027	790,002	87.4%

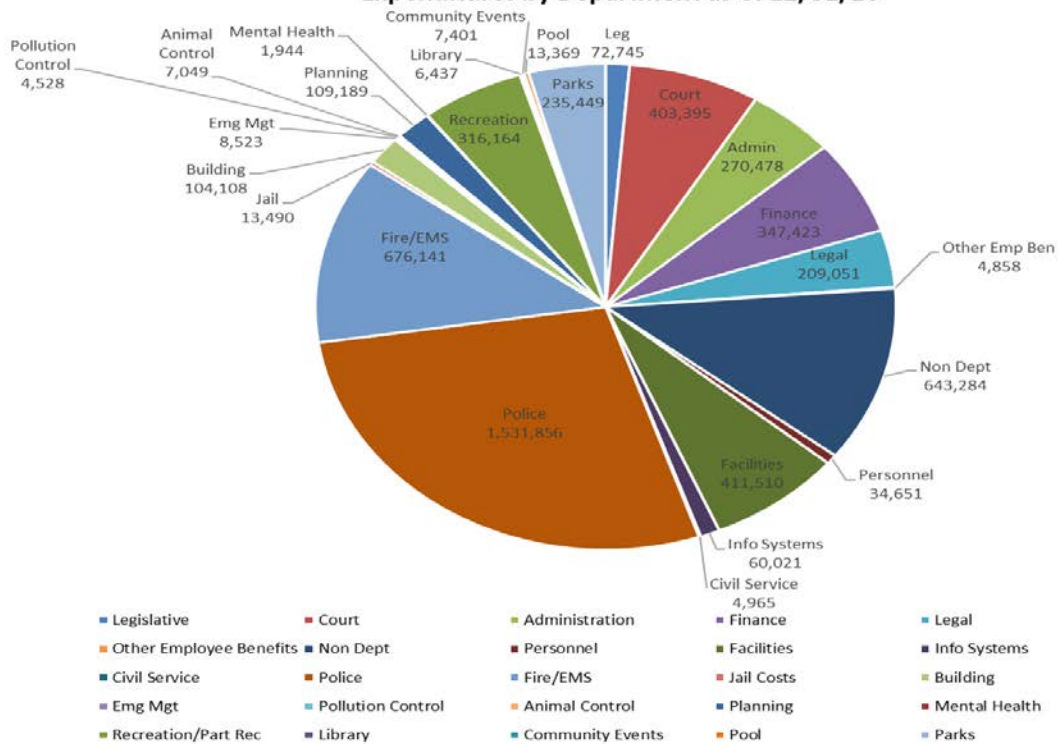
*Totals are without capital*

\*Non-Department includes transfers out to Street: \$10,000 for Street Beautification, \$239,005 for 15% of General Property Tax, \$36,253 for Street Light Maintenance and Street Light Capital.

## City of Fircrest GENERAL FUND ACTUAL TO BUDGET AS OF 12/31/2020



## City of Fircrest Expenditures by Department as of 12/31/20



## GENERAL FUND CAPITAL EXPENDITURES

	2020	12/31/20	Percent	Unexpended
	<u>Appropriation</u>	<u>Expenditures</u>	<u>of Total</u>	<u>Balance</u>
Court	35,000	0	0.0%	35,000
Facilities	31,000	9,080	29.3%	21,920
Info Systems	52,645	53,193	101.0%	-548
Police	48,000	31,796	66.2%	16,204
Recreation	17,460	0	0.0%	17,460
Parks	63,700	0	0.0%	63,700
Totals	212,805	94,069	44.2%	118,736

Court capital budget included:

- \$35,000 for court software-not purchased

Facilities capital budget included:

- \$6,000 for City Hall gutters (used \$5,438)
- \$3,000 for Public Safety Building gutters (used \$2,534)
- \$22,000 for new flagpole at Alice Peers park and PSB (painted for \$1,108)

Info Systems capital budget included:

- \$52,645 for Right Systems network upgrades (used \$53,193)

Police capital budget included:

- \$24,100 for 9 new laptops (used \$13,346) plus \$10,200 from ERR
- \$13,900 for Chief new vehicle (used \$9,218 radar only-rollover balance to 2021) plus \$36,109 from ERR
- \$10,000 for speed signs (used \$9,232)

Recreation capital budget included:

- \$17,460 for recreation software program (subscription based no capital needed)

Parks capital budget included:

- \$38,700 for Tot Lot swing set (used \$0 rollover to 2021)
- \$25,000 for reader board at Alice Peers Park (used \$0 rollover to 2021)

As previously stated, General Fund capital is paid for by Ending Fund Balances. As capital needs arise, such as building repairs including leaking roofs, exterior repairs, pool repairs, HVAC replacements, etc., the Ending Fund Balances will be depleted.

## STREET FUND

The following shows how actual revenues and expenditures affected the Ending Fund Balance for the Street Fund.

Beginning Fund Balance		\$18,603
Operating Revenue	\$158,065	
Transfers In Prop Tax, St. Maint & Beaut	\$285,258	
Operating Expenses	(\$420,614)	
Operating revenue over (under) expenses		\$22,709
Transfer In for Capital	\$234,936	
Grant Revenue for Capital	\$796,719	
Capital Expenditures	(\$860,866)	
Capital revenue over (under) capital expenses		\$170,789
Total revenue over (under) expenses w/capital		\$193,498
Non operating revenue-insurance recovery		\$24,185
Ending Fund Balance		\$236,286

The Street Fund is mainly funded from the General Fund. When the Light Fund money is depleted a plan needs to be in place to fund both maintenance and capital infrastructure in the Street Fund.

In 2020 Street capital was funded from grants, REET and Designated Light Fund Balance. REET money is also limited. It has taken several years to build up the money in this fund. It will be replenished as property sells within Fircrest. These funds are used to fund capital projects listed in the comprehensive plan.

The combined Ending Fund Balance for the General Fund and the Street Fund is \$4,437,340. For reporting purposes on the state reports these two funds are rolled together and reported as the General Fund.

## STORM DRAIN OPERATING BUDGET

The following shows how actual revenues and expenditures affected the Ending Fund Balance for the Storm Drain Operating Fund.

Beginning Fund Balance		\$264,997
Operating Revenue	\$524,702	
Grant Revenue	\$7,544	
Operating Expenses	(\$426,196)	
Operating revenue over (under) expenses		\$106,050
Transfer Out to Storm Drain Capital Fund		(\$81,900)
Total revenue over (under) expenses w/capital		\$24,150
Ending Fund Balance		\$289,147

## STORM DRAIN CAPITAL BUDGET

The following shows how actual revenues and expenditures affected the Ending Fund Balance for the Storm Drain Capital Fund.

Beginning Fund Balance		\$541,357
Transfer In from Storm Drain Fund	\$81,900	
Grant Revenue	\$0	
Capital Contributions	\$0	
Total Revenue		\$81,900
Capital Expenses		(\$55,616)
Total revenue over (under) expenses w/capital		\$26,284
Ending Fund Balance		\$567,641

The combined Ending Fund Balance for Storm Operating and Capital Funds is \$856,788. For reporting purposes on the state reports these two funds are rolled together and reported as the Storm Fund.

## WATER OPERATING FUND

The following shows how actual revenues and expenditures affected the Ending Fund Balance for the Water Operating Fund.

Beginning Fund Balance		\$289,348
Operating Revenue	\$1,158,857	
Operating Expenses	(\$1,044,366)	
Operating revenue over (under) expenses		\$114,491
Transfer Out to Water Capital Fund		(\$108,160)
Total revenue over (under) expenses		\$6,331
Ending Fund Balance		\$295,679

## WATER CAPITAL BUDGET

The following shows how actual revenues and expenditures affected the Ending Fund Balance for the Water Capital Fund.

Beginning Fund Balance		\$208,092
Transfer In from Water Operating Fund	\$108,160	
Grant Revenue	\$0	
Capital Contributions	\$205,466	
REET Transfer In		
Total Revenue		\$313,626
Capital Expenses		(\$184,394)
Total revenue over (under) expenses w/capital		\$129,232
Ending Fund Balance		\$337,324

The combined Ending Fund Balance for Water Operating and Water Capital Fund is \$633,003. For reporting purposes on the state reports these two funds are rolled together and reported as the Water Fund.



## SEWER OPERATING FUND

The following shows how actual revenues and expenditures affected the Ending Fund Balance for the Sewer Operating Fund.

Beginning Fund Balance		\$1,079,765
Operating Revenue	\$2,741,864	
Operating Expenses	(\$2,555,006)	
Operating revenue over (under) expenses		\$186,858
Transfer Out to Sewer Capital Fund		(\$230,000)
Total Revenue Over (Under) Expenses		(\$43,142)
Ending Fund Balance		\$1,036,623

## SEWER CAPITAL FUND

The following shows how actual revenues and expenditures affected the Ending Fund Balance for the Sewer Capital Fund.

Beginning Fund Balance		\$1,394,771
Transfer In from Sewer Operating Fund	\$230,000	
Grant Revenue	\$0	
Capital Contributions	\$90,000	
Total Revenue		\$320,000
Capital Expenses		(\$189,599)
Total revenue over (under) expenses w/capital		\$130,401
Ending Fund Balance		\$1,525,172

The combined Ending Fund Balance for Sewer Operating and Sewer Capital Fund is \$2,561,795. For reporting purposes on the state reports these two funds are rolled together and reported as the Sewer Fund.

## REET FUND

	1st Qtr	2nd Qtr	Total
Beginning Fund Balance	\$450,943	\$1,136,762	\$1,587,705
Interest Revenue	\$2,728	\$7,375	\$10,103
Revenue	\$171,064	\$171,064	\$342,128
Transfer Out	(\$234,936)	(\$7,519)	(\$242,455)
Ending Fund Balance	\$389,799	\$1,307,682	\$1,697,481

The transfers out from the REET fund were for Street capital projects.

## **CONCLUSION**

This year was very challenging due to Covid-19. Both revenues and expenditures were affected. For example, revenue was not received for recreation and pool programs, however, the expenses associated with these programs was not incurred.

The City received funds from the State of Washington that was used to absorb some of the costs associated with Covid-19. In addition, the City was able to pass along \$16,950 in rental assistance and \$203,000 in business assistance to Fircrest residents.

This year-end report is one of several documents used for making financial decisions for the future of the City. The trend for the past several years is continuing; revenues are remaining flat or decreasing while expenditures are increasing. The City has been very conservative during the past which has resulted in a healthy fund balance which can be used for unanticipated events such as what was experienced in 2020 with Covid-19.