

**FIRCREST CITY COUNCIL  
REGULAR MEETING  
AGENDA**

**TUESDAY, JULY 27, 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. Community Center Project Report
- 5. CITY MANAGER COMMENTS**
  - A. [SSHAP Intergovernmental Agreement Discussion](#)
- 6. DEPARTMENT HEAD COMMENTS**
- 7. COUNCILMEMBER COMMENTS**
- 8. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA** (If you would like to make a public comment, you may speak at the appropriate time using the raise your hand feature or by pressing \*9 on your phone. You may also e-mail the City Clerk your comment before 5 pm and it will be read into the record.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: [July 13, 2021, Regular Meeting](#)
- 11. PUBLIC HEARING 7:15 P.M. OR SOON THEREAFTER**
- 12. UNFINISHED BUSINESS**
- 13. NEW BUSINESS**
  - A. [Resolution: Approval of Utility, Rental, and Business Assistance Program](#)
  - B. [Resolution: National Night Out Fireworks Display Agreement](#)
- 14. CALL FOR FINAL COMMENTS**
- 15. EXECUTIVE SESSION**
- 16. ADJOURNMENT**

**Intergovernmental Agreement for SSHA<sup>3</sup>P  
South Sound Housing Affordability Partners**

(Effective Date: **Date of Execution**)

This Intergovernmental Agreement ("Agreement") is entered into by and between the Cities of **??**, Pierce County (each municipal corporations and political subdivisions of the State of Washington), and the Puyallup Tribe of Indians, a **federally-recognized Indian tribe** (the Tribe) Individually each member of SSHA<sup>3</sup>P is a "Party" and collectively, the "Parties". This Agreement relates to the creation and operation of a joint undertaking among the Parties hereto to be known as the South Sound Housing Affordability Partners ("SSHA<sup>3</sup>P"). This Agreement is made pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW, and has been authorized by the legislative body of each government.

WHEREAS, the recent increases in the cost to purchase or rent housing in Pierce County has resulted in more than one-third of all households in the county considered cost-burdened, paying more than 30% of their income for housing costs; and

WHEREAS, in the past decade increases in Pierce County median home sales prices (108%) and rental rates (78%) have dramatically outpaced the increases in median household incomes (10%); and

WHEREAS, the recent global pandemic has placed new pressures on the housing market, with the economic downturn resulting in many households unable to afford rent or mortgage payments, anticipated increases in the number of evictions and foreclosures (including among those small rental property owners who have not been receiving rental payments), and at the same time increased demand for purchasing homes due to historically low interest rates and the large increase in the number of those now working remotely; and

WHEREAS, the Parties have a common goal to ensure the availability of housing that meets the needs of residents and workers at all income levels in Pierce County, including but not limited to families, veterans, and seniors; and

WHEREAS, the Parties share a common goal to eliminate housing inequities for all races, ethnicities and other vulnerable or marginalized communities and geographic locations in Pierce County; and

WHEREAS, the Parties wish to provide a sound base of housing policies and programs in Pierce County and to complement the efforts of local governments and existing public and private organizations to address housing needs in Pierce County; and

WHEREAS, the Parties wish to act cooperatively to formulate policies that create access to affordable/attainable housing policies and strategies that address housing stability by helping homeowners and renters stay in their homes, ensure an ample housing supply that remains affordable for all income levels, provide incentives for affordable/attainable housing for lower and middle income households, foster efforts to preserve and provide access to affordable/attainable housing by combining public funding with private-sector resources, and support implementation of the goals of the Washington State (the "State") Growth Management Act, related countywide planning policies, and other local policies and programs relating to providing access to affordable and attainable housing, and to do so efficiently and expeditiously; and

WHEREAS, the Parties have determined that the most efficient and effective way for the Parties to address access to affordable and attainable housing needs in Pierce County is through cooperative action and pooling their resources to create a larger scale of activities than any one Party could accomplish on their own, achieve economies of scale, and leverage other public and private resources; and

WHEREAS, the intent of this cooperative undertaking is not to duplicate efforts of non-profit corporations and other entities already providing affordable/attainable-housing-related services; and

WHEREAS, a cooperative work plan with a primary focus on the production and preservation of affordable/attainable housing, is needed because the lack of access to affordable/attainable housing is one of the key contributors to homelessness;

WHEREAS, the Parties are each empowered to promote the public health, safety, and welfare, pursuant to RCW 36.32.120(7), RCW 35.22.195, and RCW 35A.11.020; and

WHEREAS, the parties are authorized by Revised Code of Washington 39.34 to enter into agreements for the joint exercise of governmental powers.

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

1. DEFINITIONS. The following terms used in this Agreement are defined as follows:

a. *Administering Agency* - One or more of the Parties that will provide administrative support services on behalf of SSHA<sup>3</sup>P. The role of the Administering Agency will be to serve as the fiscal agent for SSHA<sup>3</sup>P, in accordance with the requirements of chapter 39.34 RCW, and provide space and administrative support for the SSHA<sup>3</sup>P staff. These roles could be provided by one Party or the roles could be split and provided by two Parties.

b. *Advisory Board* - A board consisting of 15 to 20 community members and/or key stakeholders appointed by the Executive Board to provide advice and recommendations to the Executive Board on policy needs related to housing stability, program design and development, land and/or funding resource allocation for enhancing access to affordable/attainable housing projects, and other immediate affordable/attainable housing needs, and to provide public education and community outreach support.

c. *Area of Activity* - The area in Pierce County where SSHA<sup>3</sup>P is expected to conduct its work, and where future expansion of SSHA<sup>3</sup>P membership could occur, as further described in Exhibit A.

d. *Direct Service Housing* - Direct service housing programs may include but are not limited to relocation assistance programs, rent voucher and/or deposit loan programs.

e. *Executive Board* - The governing board for SSHA<sup>3</sup>P comprised of members as provided herein, which will act on behalf of all Parties and as may be in the best interest of SSHA<sup>3</sup>P in order to carry out the purposes of this Agreement.

f. *SSHA<sup>3</sup>P Fund* - A fiduciary fund established by the Administering Agency, as authorized by RCW 39.34.030, to be known as the "Operating Fund of the SSHA<sup>3</sup>P Executive Board". Within the SSHA<sup>3</sup>P Fund may be established various subfunds and/or subaccounts including but not limited to a "SSHA<sup>3</sup>P Operating Account" and a "Housing Capital Funds Account".

i. *SSHA<sup>3</sup>P Operating Account* - A subaccount or subfund created by the Administering Agency for the receipt of contributions from the Parties and other private or public

entities, for the purpose of paying for the operations of and supporting the SSHA<sup>3</sup>P annual budget.

ii. *Housing Capital Funds Account* - A subaccount or subfund established by the Administering Agency within the SSHA<sup>3</sup>P Fund for the purpose of administering the voluntary contributions of Parties, or other public or private entities, to affordable/attainable housing projects and programs, to be known as the SSHA<sup>3</sup>P Housing Capital Funds Account. The amounts in the Housing Capital Funds Account will be held and disbursed by the Administering Agency.

iii. *Individual Account(s)* - One or more subaccounts or subfunds established within the Housing Capital Funds Account for each Party to this Agreement that chooses to contribute to the Housing Capital Funds Account. Contributions to an Individual Account from a Party may be released only upon, and in accordance with, the written direction of that Party.

g. *SSHA<sup>3</sup>P Executive Manager* - The managing lead staff for SSHA<sup>3</sup>P will be responsible for carrying out the SSHA<sup>3</sup>P annual work plan, as developed by the Executive Board, and other terms of this Agreement. The Executive Manager will be an employee of the Administering Agency subject to the human resource rules and requirements of that agency.

h. *SSHA<sup>3</sup>P Staff* - The full-time and part-time staff hired or assigned by the Administering Agency with the responsibility for carrying out the SSHA<sup>3</sup>P work plan, under the direction of the SSHA<sup>3</sup>P Executive Manager.

2. PURPOSE. All Parties to this Agreement have responsibility for local, regional and tribal planning for the provision of housing affordable to residents that work and/or live in Pierce County. The Parties agree to act cooperatively to formulate housing policies that address access to affordable/attainable housing, housing stability and to foster efforts to preserve and create affordable/attainable housing by combining public funding or other resources with private-sector resources. In order to accomplish the purposes of this Agreement, the Parties agree to create a joint, voluntary and cooperative undertaking responsible for administering the activities described herein. The cooperative undertaking among the Parties will be called the South Sound Housing Affordability Partners ("SSHA<sup>3</sup>P"). The Parties further intend that this Agreement serve as a framework for all participating municipalities within the broader SSHA<sup>3</sup>P Area of Activity to do the aforementioned work. It is the intent of the

Parties to create a collaboration that involves members representing broad geographic diversity across the county, governments of different sizes, and regional perspectives about affordable, attainable and accessible housing needs and solutions. The Parties encourage other cities and tribes and other public and private entities in Pierce County within the SSHA<sup>3</sup>P Area of Activity to join the Parties in this endeavor.

3. STRUCTURE; CREATION OF JOINT BOARD. By executing this Agreement, the Parties hereto create a joint board pursuant to RCW 39.34.030(4) to govern SSHA<sup>3</sup>P. The joint board created by this Agreement will be called the "Executive Board" and will be composed of members as provided for in Section 5.a of this Agreement. The Joint Board created in this Agreement is not a separate legal or administrative entity within the meaning of RCW 39.34.030(3). The Executive Board will act on behalf of all Parties and as may be in the best interest of SSHA<sup>3</sup>P in order to carry out the purposes of this Agreement. The Executive Board is not authorized to own assets or have employees.

4. RESPONSIBILITIES AND AUTHORITY. In order to carry out the purposes of SSHA<sup>3</sup>P and this Agreement, the Executive Board will have the responsibility and authority to:

a. Create and implement an annual work plan approved by the Executive Board to guide the work of SSHA<sup>3</sup>P Staff. The work plan will include activities that may benefit multiple participating jurisdictions or individual jurisdictions. The work plan activities will be consistent with the purpose described in this Agreement. The Executive Board will determine how it will track, monitor and report on progress on the work plan and the timeliness of deliverables. For purposes of accountability and transparency, this will include methods for timely reporting to members and to the public.

b. Make decisions regarding the allocation of public and private funding deposited into the SSHA<sup>3</sup>P Housing Capital Funds Account for the purpose of enhancing access to affordable/attainable housing.

c. Recommend to the Administering Agency to enter into agreements with third parties for the use and application of public and private funds contributed by individual Parties to the SSHA<sup>3</sup>P Fund, including the Housing Capital Funds Account established in Section 14, under terms and conditions as may be agreed by the individual contributing Parties, as further described in Section 14. At least annually, report to the Parties on the geographic

distribution of all housing capital funds as recommended by the SSHA<sup>3</sup>P Executive Board.

d. Guide the SSHA<sup>3</sup>P Staff in the performance of the following duties:

- i. Provide recommendations to the Parties regarding local and regional policies to improve access to affordable/attainable housing. SSHA<sup>3</sup>P Staff may assist the Parties in developing strategies and programs to achieve State Growth Management Act housing goals, growth targets, local Comprehensive Plan Housing Element goals, and local housing strategy plans, as appropriate.
- ii. SSHA<sup>3</sup>P Staff may provide technical assistance as requested to any Party considering adoption of land use incentives or requirements, or programs to enhance access to affordable/ attainable housing. SSHA<sup>3</sup>P Staff may research model programs, develop draft legislation, prepare briefing materials and make presentations to planning commissions and councils on request by a Party. SSHA<sup>3</sup>P Staff may assist Parties in developing strategies and programs to implement county-wide affordable/attainable housing policies to meet State Growth Management Act objectives, growth targets, local Comprehensive Plan Housing Element goals, and local housing strategy plans for an equitable and rational distribution of low- and moderate-income housing.
- iii. Facilitate cooperation between the private and public sector with regard to the provision of and access to affordable/attainable housing. SSHA<sup>3</sup>P Staff may communicate directly with private developers, financial institutions, non-profit corporations and other public entities to assist in the implementation of affordable/attainable housing projects. SSHA<sup>3</sup>P Staff may work directly with any Party to provide technical assistance with regard to the public funding of affordable/attainable housing projects and the implementation of affordable/attainable housing regulatory agreements for private developments.

- iv. SSHA<sup>3</sup>P Staff may also identify public and private sites that are available for affordable/attainable housing and develop housing alternatives for such sites.
- v. After the Housing Capital Fund is created, develop standard regulatory agreements acceptable to private and public financial institutions to facilitate the availability of funding for private and public projects containing affordable/attainable housing, and other documents and procedures as appropriate.
- vi. Provide other technical advice to any Party upon request and, as staff capacity allows, enter into agreements to provide technical assistance to other public entities on a reimbursable basis.
- vii. Provide support and educational activities and to monitor legislative and regulatory activities and proposed policy changes related to enhancing access to affordable/attainable housing at the county, state and federal levels. Ensure that the Parties to this Agreement have a strong Pierce County voice in federal, state and regional decision making regarding affordable/attainable housing programs, policy and funding. All lobbying activities will comply with state laws and regulations.
- viii. After the Housing Capital Fund is created, develop and carry out procedures for monitoring of affordable/attainable units and to administer direct service housing programs on behalf of any Party.
- ix. Work directly with other public and private entities for the development of affordable/attainable housing policies and encourage the provision and preservation of affordable/attainable housing.
- x. Work with the Advisory Board appointed under this Agreement and Pierce County agencies and organizations working on regional housing stability and access to affordable and attainable housing, identify trends and promising practices, and mobilize those agencies and organizations to



support Pierce County positions in regional, state and federal decision-making forums.

- xi. Support public and private fundraising efforts of public and private entities (including non-profit corporations) to raise funds to carry out the purposes of this Agreement. Enter into agreements with those entities for the use of such funds in order to carry out the purposes of this Agreement.
- xii. As recommended by the Executive Board, accept public and private funding, receive and invest those funds in accordance with State and Federal law, and take other appropriate and necessary action to carry out the purposes of this Agreement.

5. EXECUTIVE BOARD.

a. Membership. SSHAP<sup>3</sup> will be governed by an Executive Board composed of individuals who represent the perspectives of their governments.

- For cities/towns: Members will either be Mayors or, as designated by the Mayor, Council members or a City Manager/Administrator.
- For tribes: Members will be the Tribal Council Chair or a member of the Tribal Council as designated by the Chair.
- For the county: Members will be the County Executive, and the County Council Chair (or their designee).

Each Party will have one vote on the Executive Board. For purposes of voting, the County shall be considered an individual Party and entitled to one vote. The vote will be split equally between the County's two Executive Board members.

Municipalities, local governments, tribes and public agencies within the Area of Activity may become Parties to this Agreement with representation on the Executive Board described in this Section 5, upon satisfaction of the requirements of Section 20.

The Executive Board will administer this cooperative undertaking under the terms of this Agreement and under any procedures adopted by the Executive Board.

b. Officers. The Chair and Vice Chair of the Executive Board will be elected by the members of the Board from the Board membership. The Chair, or in their absence the Vice Chair, will preside over all meetings of the Executive Board; and will, in the

absence of an Executive Manager provided for in Section 6 of this Agreement, process issues, organize meetings and provide for administrative support as required by the Executive Board. The Chair will serve a one-year term, but may be reelected by the Executive Board for one additional term.

c. Alternate Member. Each member of the Executive Board may designate one alternate member who will serve in the place of the member on the Executive Board during the member's absence from a meeting. Notice of the designation will be provided to the Chair of the Executive Board. An alternate member may only vote on behalf of the Party if the Chair has received written notice of the alternate's appointment. It is not intended that alternates will serve on the Board in an ongoing capacity.

d. Powers. It is intended that the Executive Board will serve as a decision-making body for SSHAP. The Executive Board will have the power to:

- i. develop and recommend an annual budget and annual work plan for SSHAP and oversee the management of the SSHAP Fund;
- ii. adopt procedures for the administration of SSHAP (including securing any necessary legal counsel as needed) and for the conduct of meetings;
- iii. make recommendations to the Parties concerning planning, policy, programs and the funding of projects to enhance access to affordable/attainable housing;
- iv. establish policies for the expenditure of SSHAP budgeted items;
- v. work with the designated Administering Agency (see Section 6) to carry out the terms of this Agreement;
- vi. work with the Administering Agency to establish a special fund within the Administering Agency as authorized by RCW 39.34.030, to be known as the "Operating Fund of the SSHAP Executive Board" ("SSHAP Fund") within which Fund may be established various accounts and subaccounts including but not limited to a "SSHAP Operating Account" (into which will be deposited funding for the SSHAP operating budget) and a "Housing Capital Funds Account";
- vii. hold regular meetings on those dates and at those places as the Executive Board may designate;
- viii. recommend that the Administering Agency enter into contracts and agreements for the provision of personnel and other necessary services to SSHAP,

including accounting and legal services and the purchase of insurance, and advise the Administering Agency to execute such other contracts, agreements or other legal documents necessary with public and private entities for SSHA<sup>3</sup>P to carry out its purposes;

- ix. work with the Administering Agency to: establish the responsibilities for the SSHA<sup>3</sup>P Executive Manager, conduct the hiring process and performance review for that position and direct and oversee the activities of the SSHA<sup>3</sup>P Executive Manager;
- x. create a recruitment process and appoint members of the Advisory Board;
- xi. assist with incorporating and/or work with a non-profit corporation to accept grants, donations and other funds on behalf of SSHA<sup>3</sup>P and recommend the Administering Agency to enter into contracts or other agreements with such agency for the use of those funds to carry out the purposes of this Agreement; and
- xii. take whatever other action is necessary to carry out the purposes of this Agreement.

6. ADMINISTRATION AND OVERSIGHT. The Executive Board will have final decision-making authority on behalf of SSHA<sup>3</sup>P over all legislative priorities and administrative matters within the scope of this Agreement. The Executive Board may delegate responsibility for general oversight of the operations of SSHA<sup>3</sup>P to an Executive Manager. The SSHA<sup>3</sup>P Executive Manager will submit quarterly budget performance and progress reports on the status of the work program elements to the Executive Board and annually to the legislative body of each Party. The reports and their contents will be in a form acceptable to the Executive Board.

The Executive Board will, by two-thirds supermajority vote, designate one or more of the Parties to serve as the Administering Agency, which will provide administrative support services on behalf of SSHA<sup>3</sup>P. To change the Administering Agency, the Executive Board will, by two-thirds supermajority vote, designate one or more of the Parties to serve as the Administering Agency. Each Party that serves in the capacity of Administering Agency hereby agrees to comply with the terms of this Agreement applicable to the Administering Agency in order to permit SSHA<sup>3</sup>P to carry out its purposes. SSHA<sup>3</sup>P will be staffed with personnel funded by the Parties and/or independent contractors contracting with the Administering Agency on behalf of SSHA<sup>3</sup>P.

Any Party providing personnel to SSHA<sup>3P</sup> will remain solely responsible for the continued payment of all compensation and benefits to those personnel as well as for any worker's compensation claims. All Parties will cooperate fully in assisting SSHA<sup>3P</sup> to provide the services authorized in this Agreement.

7. MEETINGS OF EXECUTIVE BOARD.

a. Frequency. The Executive Board will meet as often as it deems necessary, but not less often than quarterly. Executive Board meetings will comply with the requirements of the State Open Public Meetings Act (OPMA).

b. Quorum. A quorum at any meeting of the Executive Board will consist of the Board members (or alternates) who represent a simple majority of the Board's membership.

c. Action. No action may be taken except at a meeting where a quorum exists. Action by the Executive Board requires an affirmative vote by a majority of the Board members present at a meeting, provided however, that a supermajority (two-thirds of all Board members) will be required to change the Administering Agency, or to modify the proposed contribution methodology for dues and assessments (see Section 15). Official action by the Executive Board may be conducted by motion, resolution, declaration, or such means as determined to be necessary by the Executive Board in their procedures for conducting meetings (referred to in 5.d above), provided however, changing the Administering Agency or Agencies shall be completed by resolution. All official action of the Executive Board shall be recorded in its official minutes. Each Executive Board member, or his or her alternate, will have one vote on any proposed action; except that shared member voting shall be in accordance with the Executive Board's approval under Section 5 (a). Proxy voting will not be allowed. To the extent applicable to meetings of the Executive Board, the Executive Board will comply with applicable requirements of the Washington State Open Public Meetings Act (chapter 42.30 RCW).

8. ADVISORY BOARD.

a. Purpose and Role. The Executive Board will create an Advisory Board to provide advice and recommendations on the work of SSHA<sup>3P</sup>. Specific objectives shall be to advise the Executive Board regarding: assessment of affordable/attainable housing needs for different populations in Pierce County; the development of policies and/or funding resources to meet those needs; the priorities for allocation of future SSHA<sup>3P</sup> capital resources to

create or preserve access to affordable/attainable housing; input on program design and development related to housing affordability and stability; suggested approaches to federal, state and regional legislative advocacy; and providing support for public education and community outreach activities. The Advisory Board will be created before the end of the first year of SSHA<sup>3</sup>P operations (with the start of the year defined as the hiring of the SSHA<sup>3</sup>P Executive Manager).

b. Membership. The Advisory Board will consist of not more than twenty (20) and not less than fifteen (15) community members and/or key stakeholders. The Executive Board will appoint members to the Advisory Board. Appointed members must have knowledge and understanding of affordable/attainable housing and be committed to the furtherance of improving access to affordable/attainable housing for all in Pierce County. Membership should reflect a geographic diversity of Pierce County cities, towns, tribes and unincorporated areas. Membership will reflect one-third consumers of affordable/attainable housing (rental and ownership housing), one-third developers, designers, planners, managers of affordable/attainable housing, and one-third advocates and advisors who work on land use and housing issues.

c. Terms. Appointments will be for a three-year term. When the Advisory Board is created, the initial terms of members shall be staggered as follows:

- One-third shall be appointed for a one-year term
- One-third shall be appointed for a two-year term
- One-third shall be appointed for a three-year term

The membership categories of the Advisory Board, described in section 8.b above, will be evenly distributed across the three initial terms.

d. Recruitment and Termination. The Executive Board will adopt procedures for the recruiting, convening and administration of the Advisory Board. A member may be removed from the Advisory Board by the Executive Board with or without cause on a majority vote of membership of the Executive Board.

e. Officers. When the Advisory Board has been duly created, the members shall elect a Chair and Vice Chair, who will be responsible for working with the SSHA<sup>3</sup>P Executive Manager to set agendas and facilitate meetings.

f. Conflict of Interest. Members of the Advisory Board shall comply with Ch. 42.23 RCW, the Code of Ethics for Municipal Officers. It is the responsibility of each Board Member to declare

potential conflicts of interest. The Chair shall be responsible for mediating differences of opinion on these matters as they may arise.

9. MEETINGS OF ADVISORY BOARD.

a. Frequency. The Advisory Board will meet as often as it deems necessary, but not less often than quarterly.

b. Quorum. A quorum at any meeting of the Advisory Board will consist of the Board members who represent a simple majority of the Board's membership. Advisory Board members may participate in any meeting by phone and/or video conferencing for all purposes, including but not limited to voting and establishing a quorum.

c. Action. No action may be taken except at a meeting where a quorum exists. Action by the Advisory Board requires an affirmative vote by a majority of those members attending a Board meeting where a quorum exists. Official action by the Advisory Board may be conducted by motion, resolution, declaration, or other means as determined to be necessary by the Advisory Board. Proxy voting is not allowed. To the extent applicable to meetings of the Advisory Board, the Advisory Board will comply with applicable requirements of the Washington State Open Public Meetings Act (chapter 42.30 RCW).

10. AGREEMENT DURATION. This Agreement will be in full force and effect for a period commencing as provided in Section 34, and ending December 31, 2023. This Agreement will automatically renew for successive two-year terms, unless sooner terminated under the provisions of this Agreement.

11. TERMINATION OF AGREEMENT. This Agreement may be terminated at any time by affirmative vote of a majority of the legislative bodies of the Parties to this Agreement. Parties may consider multiple factors/reasons for termination, including but not limited to the timeliness of work plan deliverables and the sufficiency of dues to support the work plan and SSHA<sup>3</sup>P staff.

Upon termination of this Agreement, all property acquired during the life of the Agreement will be disposed of in the following manner:

a. all property contributed without charge by any Party will revert to the contributing Party;

b. all property purchased on behalf of SSHA<sup>3</sup>P after the effective date of this Agreement will be distributed to the Parties based on each Party's pro rata contribution to the overall budget at the time the property was purchased;

c. except as provided in Subsection d. below, all unexpended or reserve funds will be distributed to the Parties based on each Party's pro rata contribution to the overall budget in effect at the time the Agreement is terminated;

d. all uncommitted monies in the Housing Capital Funds Account will be distributed to the Parties by remitting the total uncommitted amounts remaining in each Party's Individual Account (as described in Section 14) to that Party; and

e. each Party that has funded a project through the Housing Capital Funds Account will be substituted for the Administering Agency with regard to all project financing documents, and the Administering Agency will be released from further obligations with respect thereto.

12. WITHDRAWAL. If a Party wishes to withdraw from participation in this Agreement, it may do so after the initial term if its Legislative Body first gives six months advance written notice to the Executive Board of its intention to withdraw, which notice will be due on or before June 30, 2023. If notice of an intent to withdraw is timely received, withdrawal will be effective as of 11:59 p.m. on December 31, 2023. The initial members of SSHA<sup>3</sup>P agree they will participate for at least through the first full term of the collaboration.

After December 31, 2023, an opportunity is provided once per year for a Party to withdraw from this Agreement. Under this provision, advance written notice must be provided from the Legislative Body of any Party to this agreement to the Executive Board on or before June 30, of its intention to withdraw from participation in the Agreement, effective as of 11:59 p.m. on December 31<sup>st</sup> of that current year.

Any Party withdrawing from this Agreement will remain legally and financially responsible for any obligation incurred by the Party pursuant to the terms of this Agreement, including but not limited to any project financing documents executed by the Administering Agency on behalf of that Party, during the time the withdrawing Party was a member of SSHA<sup>3</sup>P. A notice of withdrawal may be revoked by the Party that submitted the notice only by approval of a majority of the Executive Board to accept the revocation. Any

Party that provides written notice of its intent to withdraw may continue to vote on all matters before the Executive Board prior to the effective date of its withdrawal, except the budget and work plan for the following year.

13. BUDGET. The fiscal year for SSHA<sup>3P</sup> will be January 1 to December 31 of any year. The first year budget and anticipated second year budget for SSHA<sup>3P</sup> are attached to this Agreement as Exhibit B and incorporated herein by this reference. Approval of this Agreement by the legislative body of each Party includes approval of the SSHA<sup>3P</sup> budgets through the first full term of the agreement. For subsequent years, on or before July 1st of each year, a recommended operating budget for SSHA<sup>3P</sup> for the following budget year will be prepared, reviewed and recommended by the Executive Board and transmitted to each Party. The recommended operating budget will contain an itemization of all categories of budgeted expenses and will contain an itemization of the amount of each Party's contribution, including in-kind services, toward that budget. Contributions to the SSHA<sup>3P</sup> annual budget may also come from other public or private entities. The Executive Board will approve acceptance of those contributions.

a. No recommended budget will become effective until approved by the legislative body of each Party and adopted by the Executive Board, except for SSHA<sup>3P</sup>'s first full term (2021, 2022 and 2023). Once the legislative body of each Party has approved its contribution to SSHA<sup>3P</sup>, either separately or through its budget process, and the SSHA<sup>3P</sup> budget has been adopted by the Executive Board, each Party will be obligated to make whatever contribution(s) is budgeted for that Party. If a Party does not approve the budget in a timely manner, the Executive Board may adopt the annual budget and work plan with a two-thirds majority vote.

b. Each Party's contribution(s) will be transmitted to SSHA<sup>3P</sup> on an annual basis no later than the end of the first quarter of each calendar year, unless otherwise provided in the budget document. The Administering Agency will submit invoices to each Party for their annual dues payments. Each Party will specify the amount of its contribution to be deposited by the Administering Agency into the SSHA<sup>3P</sup> Operating Account, as well as the amount, *if any*, to be deposited into the Party's Individual Account within the SSHA<sup>3P</sup> Housing Capital Funds Account established by Section 14.

c. If any Party is delinquent by more than three months in the payment of its approved operating budget contribution to



the SSHA<sup>3</sup>P Operating Account, that Party will not be entitled to vote on matters before the Executive Board until the delinquency has been paid. A Party's decision not to contribute funds to its Individual Account, or its delinquency in funding the same will not affect that Party's voting rights on the Executive Board.

14. HOUSING CAPITAL FUNDS ACCOUNT ESTABLISHED; PROCEDURES FOR ADMINISTERING HOUSING CAPITAL FUNDS ACCOUNT CONTRIBUTIONS. If authorized by resolution of the Executive Board, the Administering Agency may establish and maintain a subaccount or subfund within the SSHA<sup>3</sup>P Fund for the purpose of administering the contributions of Parties, or other public or private entities, to affordable/attainable housing projects and programs, to be known as the SSHA<sup>3</sup>P Housing Capital Funds Account. The amounts in the Housing Capital Funds Account will be held and disbursed by the Administering Agency as described in this Agreement.

a. Within the Housing Capital Funds Account, a sub-account or subfund will be established for each Party to this Agreement that chooses to contribute to the Housing Capital Funds Account. Such sub-accounts are collectively referred to as the "Individual Accounts." The Executive Board will work with the Administering Agency to create policies and procedures for the release of those funds.

b. A subaccount may be established within each Individual Account for each project or program funded in whole or part by a Party from its Individual Account. Such sub-accounts are referred to as "Project Accounts." The intent is to create a structure that enables each Party to easily track the use of their contributed funds.

c. The Administering Agency will maintain records sufficient to separately track the deposits, withdrawals and interest earnings, within each Individual Account and each Project Account, and will provide quarterly reports to all Parties as to the status of funds in each Individual Account and Project Account. The Administering Agency's responsibilities under this Section may be delegated to the SSHA<sup>3</sup>P Executive Manager to the extent consistent with applicable law and as the Administering Agency and Executive Board may agree.

d. Funds transmitted to SSHA<sup>3</sup>P for deposit in the Housing Capital Funds Account will be held by the Administering Agency on behalf of SSHA<sup>3</sup>P until directed for application by the contributing Party (as described in 14.a. above). Uncommitted funds in an Individual Account will be remitted to the contributing

Party within 45 days of receipt of written request from the Party signed by its chief executive officer, or upon the Party's withdrawal from SSHA<sup>3</sup>P in accordance with the terms of Section 12, or on the dissolution of SSHA<sup>3</sup>P per Section 11.

e. Funds held by the Administering Agency on behalf of SSHA<sup>3</sup>P will be subject to laws applicable to public funds, including but not limited to limitations on investments for public funds as provided in State law and the State constitutional limitations on the gifting of public funds. Investment earnings will be credited to each Individual Account and Subaccount on a pro rata basis.

f. The Executive Board will develop standard forms of approvals and agreements to be used in the application of funds contributed to the Housing Capital Funds Account (collectively referred to as "project financing documents"), consistent with the following goals and procedures:

- i. The SSHA<sup>3</sup>P Executive Board will authorize the application of specified amounts of Individual Account monies to projects or programs consistent with the purpose of the SSHA<sup>3</sup>P Capital Fund, and will authorize and recommend the SSHA<sup>3</sup>P Executive Manager, and the Administering Agency to take such actions as necessary to accomplish this. At least two weeks prior to the Executive Board action they will notify the individual parties whose funds will be used for such projects or programs of the various terms to accompany their authorizations, and will at a minimum include terms related to:
  1. amount of funds allocated;
  2. project description, including minimum affordability requirements, if any;
  3. nature of the funding commitment (loan, grant, or other);
  4. in the event the funding commitment is provided as a loan, the general repayment terms including but not limited to the term of the loan and applicable, interest rate(s); and
  5. a general description of the security interests, if any, to be recorded in favor of the Party.
- ii. For each individual housing project or program to be funded through the Housing Capital Funds Account, the developer, owner or administrator of such project or program (generally referred to as

the "developer"), will enter into the necessary set of agreements (project financing documents) with the Administering Agency. The project financing documents will specify that the Administering Agency is acting as administering agency on behalf of each Party that is providing Housing Capital Funds Account funding to the project or program pursuant to this Agreement and RCW 39.34.030(4), and will identify each participating funding Party. The project financing documents will be consistent with general forms of agreement approved by the Executive Board and the terms and conditions approved by the legislative bodies of the funding Parties. To the extent permitted by law, the project financing agreements will incorporate all terms and conditions relative to the use and (if applicable) repayment of such funds, and provide for transfer of the Housing Capital Funds Account monies from the funding Parties to the developer.

- iii. Funding contributions to, and repayments (if any) from, specific projects and programs will be recorded by the Administering Agency, including recording of monies deposited and withdrawn from each Party's Individual Account and Project Accounts. Repayments (if any) under any project financing agreement will be applied *pro rata* to the funding Parties' Individual Accounts based on the ratio of funding contributed to the project by each Party, unless the funding Parties otherwise agree.
- iv. Unless the Parties funding a project or program through the Housing Capital Funds Account otherwise agree, a default, termination or other action against a developer or other third party may be declared only after securing approval in writing of the chief executive officers of funding Parties which together have contributed not less than 51% of the total SSHA<sup>3</sup>P member funding to the project. The Administering Agency will provide reasonable notice and information regarding the status of projects as necessary to each funding Party's chief executive officer to allow them to make a timely decision in this regard. Funding Parties not consenting to such default, termination or other action will be bound by the decision of the majority. All funding Parties will be obligated on

a pro rata basis (based on their contributions to the project) to pay to the Administering Agency its reasonable costs and expenses incurred as a result of declaring a default, terminating an agreement or taking other action against a developer or other third party. Any funds recovered through such enforcement proceedings will be allocated to the funding Parties Individual Accounts pro rata based on their respective funding contributions to a project.

- v. The Executive Board may from time to time authorize the Administering Agency to administer housing project agreements entered into before the effective date of this Agreement, upon terms consistent with this Agreement and subject to the consent of the Administering Agency and the Parties to such agreements.

15. DUES, ASSESSMENTS AND BUDGET AMENDMENTS. Contributions to the SSHA<sup>3</sup>P Operating fund will be based on groupings of like-sized cities (based on population), or whatever contribution methodology is approved by a two-thirds majority of the Executive Board. Funding for the activities of SSHA<sup>3</sup>P will be provided solely through the budgetary process. Unless otherwise specified in this Agreement, no dues, charges or assessments will be imposed or required of the Parties except upon unanimous vote of the membership of the Executive Board and ratification by the legislative body of each Party subject to the dues, charges or assessments. An approved budget (the overall revenues and expenditures) will not be modified until approved by the legislative body of each Party and finally adopted by the Executive Board. If a Party agrees to totally fund an additional task to the work program, not currently approved in the budget, the task may be added to the work plan and the budget amended to reflect the funding of the total cost of such task by the requesting Party, upon approval by a majority of the membership of the Executive Board without approval by the individual Parties. Notwithstanding the foregoing, contributions by a Party to its Individual Account within the Housing Capital Funds Account will be solely within the discretion of that Party and are not considered "dues or assessments."

16. PUBLIC RECORDS REQUESTS. Each party to this agreement shall be responsible for retaining and producing the records it creates, owns or uses, in accordance with applicable public records access and retention laws and regulations. Nothing in this Section

is intended to require a Party to collect or produce records that are not prepared, owned, used, or retained by that agency as defined by the Public Records Act (RCW 42.56), other than as provided for herein.

The Administering Agency shall be responsible for maintaining and storing, in compliance with the state Public Records Act (Chapter 42.56 RCW), those records of the Executive Board and Advisory Committee that are created by the Administering Agency in connection with this Agreement (SSHA<sup>3P</sup> Records). SSHA<sup>3P</sup> records may include, but are not limited to, Executive Board and Advisory Committee meeting agendas, meeting summaries, reports, plans, budgets, and other related documents. For purposes of the Public Records Act, the SSHA<sup>3P</sup> Executive Manager shall serve as the Public Records Officer with respect to requests for SSHA<sup>3P</sup> records and the Administering Agency shall be responsible for ensuring compliance with RCW 42.56.152 (Training-Public Records Officers). Upon receipt of a request for SSHA<sup>3P</sup> records, the SSHA<sup>3P</sup> Executive Manager, serving as the SSHA<sup>3P</sup> Public Records Officer, shall timely share the request with the Parties. In the event that the SSHA<sup>3P</sup> Executive Manager shares a request for SSHA<sup>3P</sup> records with the Parties, each party notified by the SSHA<sup>3P</sup> Executive Manager shall cooperate with the SSHA<sup>3P</sup> Executive Manager as requested to fulfill the request. Parties who receive requests for SSHA<sup>3P</sup> records or records related to SSHA<sup>3P</sup> are also encouraged, but not required, to share those with the SSHA<sup>3P</sup> Executive Manager.

Each party shall indemnify and hold the other party to this Agreement harmless for any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses including reasonable attorney's fees and costs arising from a public records require (collectively "Claims"), to the extent attributed to the indemnitor party's Fault. The term "Fault" as used herein shall have the same meaning as set forth in RCW 4.22.015. This obligation to indemnify and hold the other party harmless shall survive termination of this Agreement.

#### 17. INDEMNIFICATION AND HOLD HARMLESS.

a. Each Party will indemnify, defend and hold other Parties (including without limitation the Party serving as, and acting in its capacity as, SSHA<sup>3P</sup>'s Administering Agency), their officers, officials, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Party's wrongful acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused

by another Party. If there is any recovery under this Section, the Party responsible for any wrongful acts or omissions will pay any judgment or lien arising from the acts or omissions, including all costs and other Parties' reasonable attorney's fees. If more than one Party is held to be at fault, the obligation to indemnify and to pay costs and attorney's fees, will be only to the extent of the percentage of fault allocated to each respective Party by a final judgment of the court.

b. If a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of a Party (including without limitation the Party serving as, and acting in its capacity as, SSHAP's Administering Agency), its officers, officials, employees, and volunteers, the Party's liability hereunder will be only to the extent of the Party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this Section will survive the expiration or termination of this Agreement.

c. Each Party (including without limitation the Party serving as, and acting in its capacity as, SSHAP's Administering Agency) will give the other Parties proper notice of any claim or suit coming within the purview of these indemnities.

18. INSURANCE. The Executive Board, SSHAP Executive Manager and the Administering Agency will take such steps as are reasonably practicable to minimize the liability of the Parties associated with their participation in this Agreement, including but not limited to the utilization of sound business practice. The Executive Board will determine which, if any, insurance policies may be reasonably practicably acquired to cover the operations of SSHAP and the activities of the Parties pursuant to this Agreement (which may include general liability, errors and omissions, fiduciary, crime and fidelity insurance), and will direct the acquisition of same.

19. AMENDMENTS. Any amendments to this Agreement must be in writing. This Agreement may be amended upon approval of the legislative bodies of all Parties to this Agreement, evidenced by the authorized signatures of those Parties as of the effective date of the amendment. This Section will not be construed to

require amendment of this Agreement for the addition of a new Party contemplated under Section 20 or for any related revision to Executive Board membership authorized in Section 5(a) or Advisory Board membership in Section 8(b). The Executive Board will review this Agreement, no less than every five years, to determine if the purposes of SSHA<sup>3</sup>P are being achieved and if any amendments or modifications to the Agreement are needed.

20. ADDITIONAL PARTIES. Municipalities, local governments, tribes, and public agencies within the SSHA<sup>3</sup>P Area of Activity may, on execution of the Agreement and approval of the budget and work plan by its legislative body, become a Party to this Agreement on affirmative vote of at least fifty percent of the Executive Board. The Executive Board will determine by a vote of at least fifty percent of its membership what, if any, funding obligations the additional Party will commit to as a condition of becoming a Party to this Agreement.

21. SEVERABILITY. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this Agreement, will not affect the validity of the remaining provisions of the Agreement.

22. CONFLICT RESOLUTION. Whenever any dispute arises between the Parties or between a Party or Parties, the Executive Board, or the Administering Agency (referred to collectively in this Section as the "Parties") under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute in good faith by meeting, as soon as feasible. The meeting will include the Chair of the Executive Board, the SSHA<sup>3</sup>P Executive Manager, and the representative(s) of the Parties involved in the dispute. If the parties do not come to an agreement on the dispute, any party may pursue mediation through a process to be mutually agreed to in good faith between the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) will be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The parties to the dispute will share equally the costs of mediation and assume their own costs.

23. SURVIVABILITY. Notwithstanding any provision in this Agreement to the contrary, the provisions of Section 10 (Agreement Duration), Section 11 (Termination of Agreement), Section 12 (Withdrawal), Section 16 (Public Records Requests), and Section 17 (Indemnification and Hold Harmless) will remain operative and in full force and effect, regardless of the withdrawal or termination of any Party or the termination of this Agreement.

24. WAIVER. No term or provision of this Agreement will be deemed waived and no breach excused unless that waiver or consent is in writing and signed by the Party claimed to have waived or consented.

25. SUBSEQUENT BREACH. Waiver of any default will not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement will not be deemed to be a waiver of any other or subsequent breach and will not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval of all Parties.

26. NOTICE. Any notice to the Executive Board will be in writing and will be addressed to the Chair of the Executive Board and to the SSHAP Executive Manager. In the absence of a SSHAP Executive Manager, notice will be given to the chief executive officer of the Administering Agency. Any notice to an Officer or Party will be sent, to the address specified by the chief executive officer of the Party.

27. ASSIGNMENT. No Party may sell, transfer or assign any of its rights or benefits under this Agreement without Executive Board approval.

28. APPLICABLE LAW AND VENUE. This Agreement and any rights, remedies, or obligations provided for in this Agreement will be governed, construed, and enforced in accordance with the substantive and procedural laws of the State. The Parties agree that the venue for any legal action under this Agreement is in the County in which a project is located, provided that the venue for any legal action against Pierce County may be filed in accordance with RCW 36.01.050.

29. RETAINED RESPONSIBILITY AND AUTHORITY. Parties retain the responsibility and authority for managing and maintaining their own internal systems and programs related to affordable/attainable housing activities.

30. INDEPENDENT CONTRACTORS. Each Party to this Agreement is an independent contractor with respect to the subject matter of this Agreement. No joint venture or partnership is formed as a result of this Agreement.

Nothing in this Agreement will make any employee of one Party an employee of another party for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's



compensation pursuant to Title 51 RCW, or any other rights or privileges accorded by virtue of their employment. No Party assumes any responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of any other Party's employees. No employees or agents of one Party will be deemed, or represent themselves to be, employees of another Party.

31. NO THIRD PARTY BENEFICIARIES. This Agreement is for the benefit of the Parties only, and no third party will have any rights under this agreement.

32. NONDISCRIMINATION. The Parties will comply with the nondiscrimination requirements of applicable federal, state and local statutes and regulations.

33. COUNTERPARTS. This Agreement may be signed in counterparts and, if so signed, will be deemed one integrated Agreement. Parties will submit copies of signed Agreements to the Administering Agency, or to Pierce County before an Administering Agency is selected.

34. FILING AND EFFECTIVE DATE; PRIOR AGREEMENTS. This Agreement will become effective (Date of Execution), subject to its approval by the legislative bodies of all jurisdictions who are members of SSHA<sup>3</sup>P as of (Date of Execution), and, pursuant to RCW 39.34.040, upon recording this Agreement or posting this Agreement on a Party's web site or other electronically retrievable public source. Although this Agreement may be approved and signed by a Party after the Agreement's effective date, all acts consistent with the authority of this Agreement that occur on or after , (Date of Execution), are hereby ratified and affirmed, and the terms of this Agreement will be deemed to have applied.

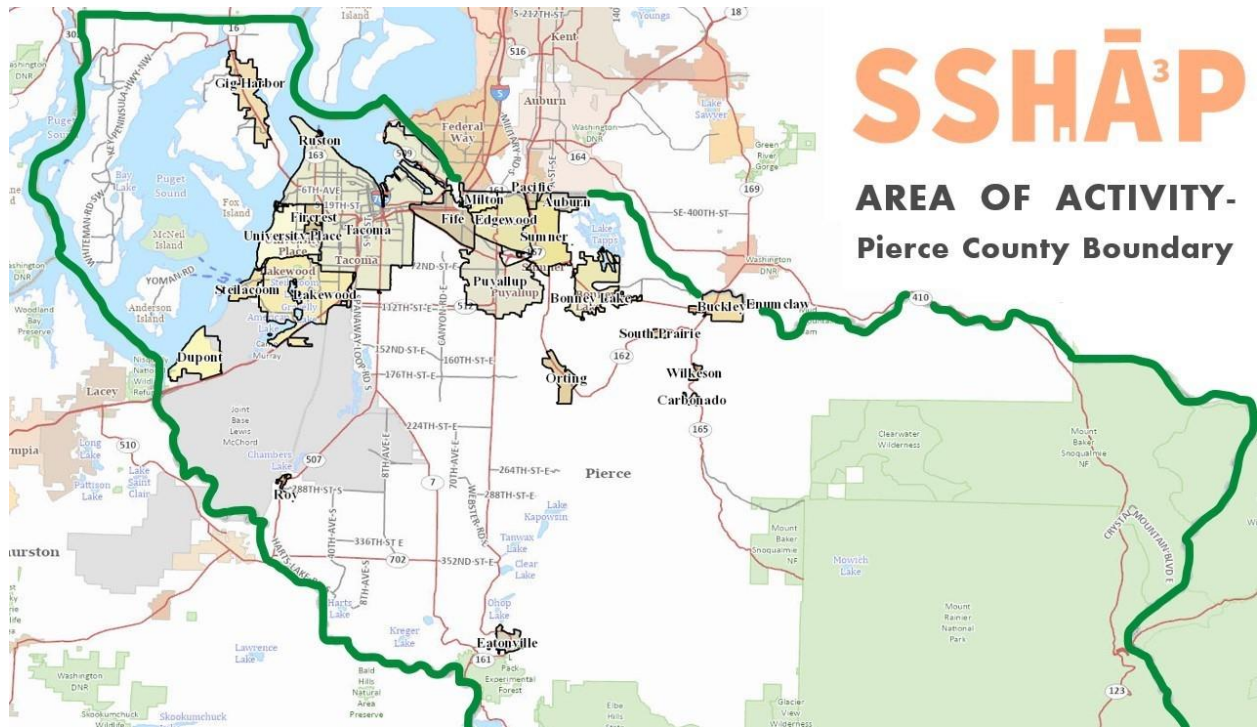
(Signature Page Follows)

Approved and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Name of Party: \_\_\_\_\_ Approved as to form  
\_\_\_\_\_  
\_\_\_\_\_

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

# Exhibit A – SSHA<sup>3</sup>P Area of Activity (Map)



## EXHIBIT B – SSHA<sup>3</sup>P Budgets for First 2.5 Years

**NOTE:** The following budgets are draft and won't be finalized until the final number of member governments are identified. The numbers may also change depending the amount of outside revenue raised.

The following provides draft budgets for years 1 (6 months of operations)<sup>2</sup> and 3. There are two scenarios: one in which ten governments participate and the other in which 16 governments participate.

**DRAFT BUDGET PROPOSAL (10 Governments)**

**YEAR 1 (2021) - 1 FTE**

**Funding for 6 Months Operations**

**Annual Expense Budget**

Full-time manager with salary/taxes/benefits	\$	154,000
Administrative & policy support with salary/taxes/benefits (3 months)	\$	-
Direct Expenses - travel, phone, postage	\$	12,000
Insurance	\$	15,000
Space	\$	12,000
SubTotal	\$	193,000
<i>10% Overhead/Administration Fee</i>	\$	19,300
<b>TOTAL</b>	<b>\$</b>	<b>212,300</b>
<b>Cost for 6 months of Operations:</b>	<b>\$</b>	<b>106,150</b>

**Revenue Budget**

Outside sources* (Philanthropy, aligned organizations)	\$	7,500
Office Space (in-kind donation) [Pro-rated]	\$	6,000
Shared among participating governments (see below)	\$	92,650
<b>TOTAL</b>	<b>\$</b>	<b>106,150</b>

***Shares for participating governments:***

	Population (OFM 2021 est)	% of Population	Grouped by Population Size
<b>Auburn</b>	10,050	1%	\$ 2,250
<b>Fife</b>	10,360	1%	\$ 2,250
<b>Gig Harbor</b>	11,490	1%	\$ 2,250
<b>Lakewood</b>	60,330	7%	\$ 8,500
<b>Puyallup</b>	43,040	5%	\$ 6,500
<b>Puyallup Tribe</b>	6,000	1%	\$ 1,500
<b>Steilacoom</b>	6,555	1%	\$ 1,500
<b>Sumner</b>	10,500	1%	\$ 2,250
<b>Tacoma</b>	214,700	27%	\$ 22,000
<b>Unincorporated Pierce Co</b>	436,840	54%	\$ 46,000
<b>TOTAL</b>	809,865		\$ 95,000

**YEAR 2 (2022) - 1.5 FTE**  
**10 Governments Providing Full Year of Operations Funding**

**Annual Expense Budget**

Full-time manager with salary/taxes/benefits/inflation for 2nd year	\$	159,390
Administrative & policy support with salary/taxes/benefits/inflation 2nd yr	\$	67,636
Direct Expenses - travel, phone, postage	\$	12,420
Insurance	\$	15,000
Space	\$	12,000
SubTotal	\$	266,446
10% Overhead/Administration Fee	\$	26,645
<b>TOTAL</b>	\$	<b>293,090</b>

**Revenue Budget**

Outside sources (Philanthropy, aligned organizations)	\$	15,000
Office Space (in-kind donation)	\$	12,000
Shared among participating governments (see below)	\$	266,090
<b>TOTAL</b>	\$	<b>293,090</b>

**Shares for participating governments:**

	Population (OFM 2021 est)	% of Population	Grouped by Population Size
<b>Auburn</b>	10,050	1%	\$ 5,250
<b>Fife</b>	10,360	1%	\$ 5,250
<b>Gig Harbor</b>	11,490	1%	\$ 5,250
<b>Lakewood</b>	60,330	7%	\$ 22,000
<b>Puyallup</b>	43,040	5%	\$ 15,500
<b>Puyallup Tribe</b>	6,000	1%	\$ 4,250
<b>Steilacoom</b>	6,555	1%	\$ 4,250
<b>Sumner</b>	10,500	1%	\$ 5,250
<b>Tacoma</b>	214,700	27%	\$ 66,000
<b>Unincorporated Pierce Co</b>	436,840	54%	\$ 134,000
<b>TOTAL</b>	809,865		\$ 267,000

**YEAR 3 (2023) - 1.5 FTE**  
**10 Governments Providing Full Year of Operations Funding**

**Annual Expense Budget**

Full-time manager with salary/taxes/benefits/inflation for 3rd year	\$	164,969
Administrative & policy support with salary/taxes/benefits/inflation 3rd yr	\$	70,003
Direct Expenses - travel, phone, postage	\$	12,855
Insurance	\$	15,000
Space	\$	12,000
SubTotal	\$	274,826
10% Overhead/Administration Fee	\$	27,483
<b>TOTAL</b>	\$	<b>302,309</b>

**Revenue Budget**

Outside sources (Philanthropy, aligned organizations)	\$	15,000
Office Space (in-kind donation)	\$	12,000
Shared among participating governments (see below)	\$	275,309
<b>TOTAL</b>	\$	<b>302,309</b>

**Shares for participating governments:**

	Population (OFM 2021 est)	% of Population	Grouped by Population Size
<b>Auburn</b>	10,050	1%	\$ 5,434
<b>Fife</b>	10,360	1%	\$ 5,434
<b>Gig Harbor</b>	11,490	1%	\$ 5,434
<b>Lakewood</b>	60,330	7%	\$ 22,770
<b>Puyallup</b>	43,040	5%	\$ 16,043
<b>Puyallup Tribe</b>	6,000	1%	\$ 4,399
<b>Steilacoom</b>	6,555	1%	\$ 4,399
<b>Sumner</b>	10,500	1%	\$ 5,434
<b>Tacoma</b>	214,700	27%	\$ 68,310
<b>Unincorporated Pierce Co</b>	436,840	54%	\$ 138,690
<b>TOTAL</b>	809,865		\$ 276,345

**DRAFT BUDGET PROPOSAL (16 Governments)**  
**YEAR 1 (2021) - 1 FTE**  
**Funding for 6 Months Operations**

**Annual Expense Budget**

Full-time manager with salary/taxes/benefits	\$	154,000
Administrative & policy support with salary/taxes/benefits (3 months)	\$	-
Direct Expenses - travel, phone, postage	\$	12,000
Insurance	\$	15,000
Space	\$	12,000
SubTotal	\$	193,000
<i>10% Overhead/Administration Fee</i>	\$	19,300
<b>TOTAL</b>	<b>\$</b>	<b>212,300</b>
<b>Cost for 6 months of Operations:</b>	<b>\$</b>	<b>106,150</b>

**Revenue Budget**

Outside sources* (Philanthropy, aligned organizations)	\$	7,500
Office Space (in-kind donation) [Pro-rated]	\$	6,000
Shared among participating governments (see below)	\$	92,650
<b>TOTAL</b>	<b>\$</b>	<b>106,150</b>

**Shares for participating governments:**

	Population (OFM 2021 est)	% of Population	Grouped by Population Size
Auburn	10,050	1%	\$ 2,000
Dupont	9,605	1%	\$ 2,000
Edgewood	13,000	1%	\$ 2,000
Fife	10,360	1%	\$ 2,000
Fircrest	6,860	1%	\$ 2,000
Gig Harbor	11,490	1%	\$ 2,000
Lakewood	60,330	7%	\$ 7,000
Milton	6,845	1%	\$ 2,000
Orting	8,675	1%	\$ 2,000
Puyallup	43,040	5%	\$ 5,000
Puyallup Tribe	6,000	1%	\$ 1,000
Steilacoom	6,555	1%	\$ 1,000
Sumner	10,500	1%	\$ 2,000
Tacoma	214,700	24%	\$ 20,000
University Place	33,730	4%	\$ 5,000
Unincorporated Pierce Co	436,840	49%	\$ 41,000
<b>TOTAL</b>	<b>888,580</b>		<b>\$ 98,000</b>



**YEAR 2 (2022) - 1.5 FTE**  
**16 Governments Providing Full Year of Operations Funding**

**Annual Expense Budget**

Full-time manager with salary/taxes/benefits/inflation for 2nd year	\$	159,390
Administrative & policy support with salary/taxes/benefits/inflation for 2nd year	\$	67,636
Direct Expenses - travel, phone, postage	\$	12,420
Insurance	\$	15,000
Space	\$	12,000
SubTotal	\$	266,446
10% Overhead/Administration Fee	\$	26,645
<b>TOTAL</b>	<b>\$</b>	<b>293,090</b>

**Revenue Budget**

Outside sources (Philanthropy, aligned organizations)	\$	15,000
Office Space (in-kind donation)	\$	12,000
Shared among participating governments (see below)	\$	266,090
<b>TOTAL</b>	<b>\$</b>	<b>293,090</b>

**Shares for participating governments:**

	Population (OFM 2021 est)	% of Population	Grouped by population size
Auburn	10,050	1%	\$ 5,000
Dupont	9,605	1%	\$ 5,000
Edgewood	13,000	1%	\$ 5,000
Fife	10,360	1%	\$ 5,000
Fircrest	6,860	1%	\$ 3,000
Gig Harbor	11,490	1%	\$ 5,000
Lakewood	60,330	7%	\$ 20,000
Milton	6,845	1%	\$ 3,000
Orting	8,675	1%	\$ 5,000
Puyallup	43,040	5%	\$ 12,000
Puyallup Tribe	6,000	1%	\$ 3,000
Steilacoom	6,555	1%	\$ 3,000
Sumner	10,500	1%	\$ 5,000
Tacoma	214,700	24%	\$ 60,000
University Place	33,730	4%	\$ 12,000
Unincorporated Pierce Co	436,840	49%	\$ 120,000
<b>TOTAL</b>	<b>888,580</b>		<b>\$ 271,000</b>

**YEAR 3 (2023) - 1.5 FTE**  
**16 Governments Providing Full Year of Operations Funding**

**Annual Expense Budget**

Full-time manager with salary/taxes/benefits/inflation for 3rd year	\$	164,969
Administrative & policy support with salary/taxes/benefits/inflation for 3rd year	\$	70,003
Direct Expenses - travel, phone, postage	\$	12,855
Insurance	\$	15,000
Space	\$	12,000
SubTotal	\$	274,826
10% Overhead/Administration Fee	\$	27,483
<b>TOTAL</b>	<b>\$</b>	<b>302,309</b>

**Revenue Budget**

Outside sources (Philanthropy, aligned organizations)	\$	15,000
Office Space (in-kind donation)	\$	12,000
Shared among participating governments (see below)	\$	275,309
<b>TOTAL</b>	<b>\$</b>	<b>302,309</b>

**Shares for participating governments:**

	Population (OFM 2021 est)	% of Population	Grouped by population size
Auburn	10,050	1%	\$ 5,175
Dupont	9,605	1%	\$ 5,175
Edgewood	13,000	1%	\$ 5,175
Fife	10,360	1%	\$ 5,175
Fircrest	6,860	1%	\$ 3,105
Gig Harbor	11,490	1%	\$ 5,175
Lakewood	60,330	7%	\$ 20,700
Milton	6,845	1%	\$ 3,105
Orting	8,675	1%	\$ 5,175
Puyallup	43,040	5%	\$ 12,420
Puyallup Tribe	6,000	1%	\$ 3,105
Steilacoom	6,555	1%	\$ 3,105
Sumner	10,500	1%	\$ 5,175
Tacoma	214,700	24%	\$ 62,100
University Place	33,730	4%	\$ 12,420
Unincorporated Pierce Co	436,840	49%	\$ 124,200
<b>TOTAL</b>	<b>888,580</b>		<b>\$ 280,485</b>

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<b>24821</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>6904</b>	<b>A   R   C Architects Inc</b>	<b>13,734.80</b>	<b>P#54 Pool/Bathhouse &amp; Comm Center Professional Services 5/26/21-6/25/21</b>
	594 76 62 03 Buildings & Structures		301 000 594 Park Bond Capi	13,734.80	P#54 Pool/Bathhouse & Comm Center Professional Services 5/26/21-6/25/21	
<b>24893</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>4298</b>	<b>AWC Employee Benefit Trust</b>	<b>742.50</b>	<b>August 2021 Retired Medical</b>
	521 22 20 01 LEOFF I Medical Premium		001 000 521 General Fund	742.50	August 2021 Retired Medical	
<b>24822</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>4141</b>	<b>Axon Enterprise</b>	<b>237.71</b>	<b>25 Ft Standard Cartridge (6)</b>
	521 22 31 00 Office & Oper Sup - Police		001 000 521 General Fund	237.71	25 Ft Standard Cartridge (6)	
<b>24823</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>2238</b>	<b>Bretzel, Irene</b>	<b>59.00</b>	<b>Library Reimbursement - 1 Yr</b>
	572 21 49 00 Library Services		001 000 572 General Fund	59.00	Library Reimbursement - 1 Yr	
<b>24824</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>3994</b>	<b>CenturyLink</b>	<b>1,271.39</b>	<b>Telecommunications - July 2021</b>
	518 10 42 00 Communication - Non Dep		001 000 518 General Fund	74.61	City Hall Prim 911	
	518 10 42 00 Communication - Non Dep		001 000 518 General Fund	74.61	CH Message Line	
	518 10 42 00 Communication - Non Dep		001 000 518 General Fund	74.61	City Hall Alarm	
	518 10 42 00 Communication - Non Dep		001 000 518 General Fund	449.18	Circuit Line/PRI Line	
	518 10 42 00 Communication - Non Dep		001 000 518 General Fund	153.15	Direct Inward Dial	
	521 22 42 00 Communication - Police		001 000 521 General Fund	156.41	Police BA Machine/Modem	
	531 50 42 00 Communication - Storm		415 000 531 Storm Drain	37.30	PW Alarm Line & Prim 911	
	531 50 42 00 Communication - Storm		415 000 531 Storm Drain	18.65	PW Fax	
	534 10 42 00 Communication - Water		425 000 534 Water Fund (de	37.30	PW Alarm Line & Prim 911	
	534 10 42 00 Communication - Water		425 000 534 Water Fund (de	32.50	PW DSL/Telemetry	
	534 10 42 00 Communication - Water		425 000 534 Water Fund (de	18.65	PW Fax	
	535 10 42 01 Communication - Sewer		430 000 535 Sewer Fund (de	37.31	PW Alarm Line & Prim 911	
	535 10 42 01 Communication - Sewer		430 000 535 Sewer Fund (de	32.50	PW DSL/Telemetry	
	535 10 42 01 Communication - Sewer		430 000 535 Sewer Fund (de	18.65	PW Fax	
	542 30 42 00 Communication - Street		101 000 542 City Street Fun	37.31	PW Alarm Line & Prim 911	
	542 30 42 00 Communication - Street		101 000 542 City Street Fun	18.65	PW Fax	
<b>24891</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>5805</b>	<b>CenturyLink</b>	<b>44.40</b>	<b>Long Distance Access &amp; Usage - July 2021</b>
	518 10 42 00 Communication - Non Dep		001 000 518 General Fund	44.40	Long Distance Access & Usage - July 2021	
<b>24825</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>6929</b>	<b>Chelf, Anthony</b>	<b>39.23</b>	<b>Furry 4k Banner Hanging Supplies</b>
	573 90 49 01 Community Events		001 000 573 General Fund	39.23	Furry 4k Banner Hanging Supplies	
<b>24826</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>4313</b>	<b>Chuckals Inc</b>	<b>56.41</b>	<b>Central Supplies</b>
	518 10 34 01 Central Office Supplies		001 000 518 General Fund	56.41	Central Supplies	

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<b>24827</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>4313</b>	<b>Chuckals Inc</b>	<b>31.12 Central Supplies</b>
518 10 34 01	Central Office Supplies	001 000 518	General Fund	31.12	Central Supplies
<b>24828</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>4313</b>	<b>Chuckals Inc</b>	<b>66.09 Ink For The GIS Printer</b>
531 50 31 01	Office Supplies - Storm	415 000 531	Storm Drain	16.53	Ink For The GIS Printer
534 80 31 02	Oper Supplies - Water	425 000 534	Water Fund (de	16.52	Ink For The GIS Printer
535 80 31 00	Oper Supplies - Sewer Gen	430 000 535	Sewer Fund (de	16.52	Ink For The GIS Printer
542 30 31 01	Office Supplies - Street Re	101 000 542	City Street Fun	16.52	Ink For The GIS Printer
<b>24829</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>4313</b>	<b>Chuckals Inc</b>	<b>101.71 Ink For The GIS Printer</b>
531 50 31 01	Office Supplies - Storm	415 000 531	Storm Drain	25.42	Ink For The GIS Printer
534 80 31 02	Oper Supplies - Water	425 000 534	Water Fund (de	25.43	Ink For The GIS Printer
535 80 31 00	Oper Supplies - Sewer Gen	430 000 535	Sewer Fund (de	25.43	Ink For The GIS Printer
542 30 31 01	Office Supplies - Street Re	101 000 542	City Street Fun	25.43	Ink For The GIS Printer
Total Chuckals Inc				255.33	
<b>24831</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>4324</b>	<b>City Treasurer-Tacoma</b>	<b>56,908.56 Fire/EMS August 2021</b>
522 20 40 00	Tacoma Contract - Fire	001 000 522	General Fund	13,158.56	Tacoma Contract - Fire
522 20 41 00	Tacoma Contract - EMS	001 000 522	General Fund	43,750.00	Tacoma Contract - EMS
<b>24834</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>3565</b>	<b>Comfort Davies &amp; Smith</b>	<b>11,872.60 June 2021</b>
515 41 41 01	City Attorney	001 000 515	General Fund	2,349.60	City Attorney - June 2021
515 41 41 03	City Prosecutor	001 000 515	General Fund	6,977.60	City Prosecutor - Fircrest -June 2021
515 41 41 03	City Prosecutor	001 000 515	General Fund	2,545.40	City Prosecutor - Ruston - June 2021
<b>24832</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>8542</b>	<b>Consolidated Supply Co.</b>	<b>5,351.69 Pipe For Main Replacement On 200 Blk Contra Costa</b>
534 50 48 01	Rep & Maint - Water Main	425 000 534	Water Fund (de	5,351.69	Pipe For Main Replacement On 200 Blk Contra Costa
<b>24835</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>8542</b>	<b>Consolidated Supply Co.</b>	<b>149.44 Water Main Repair Parts For 200 Blk Contra Costa</b>
534 50 31 01	Oper Supplies - Water Mai	425 000 534	Water Fund (de	149.44	Water Main Repair Parts For 200 Blk Contra Costa
Total Consolidated Supply Co.				5,501.13	
<b>24833</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>3573</b>	<b>Copiers Northwest Inc</b>	<b>142.56 Printer Usage - Police 5/28-6/28/21</b>
521 22 45 00	Oper Rentals - Copier - Pol	001 000 521	General Fund	142.56	Printer Usage - Police 5/28-6/28/21

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<b>24836</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>3573</b>		
			<b>Copiers Northwest Inc</b>	<b>51.11</b>	<b>Police Usage - 6/14-7/13/21</b>
	521 22 45 00	Oper Rentals - Copier - Pol	001 000 521 General Fund	51.11	Police Usage - 6/14-7/13/21
			Total Copiers Northwest Inc	193.67	
<b>24837</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>7227</b>		
			<b>Correct Equipment Inc</b>	<b>1,171.53</b>	<b>P#64 - (Pipe) AMR FlowIQ 3200 160 GPM 2" X 17"</b>
	594 76 62 03	Buildings & Structures	301 000 594 Park Bond Capi	1,171.53	P#64 - (Pipe) AMR FlowIQ 3200 160 GPM 2" X 17"
<b>24838</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>3588</b>		
			<b>Daily Journal Of Commerce, Inc</b>	<b>303.80</b>	<b>P#12g - Backyard Pipe Bursting Ad For Bids</b>
	594 35 63 01	Other Improvements Sewer	432 000 594 Sewer Improve	303.80	P#12g - Backyard Pipe Bursting Ad For Bids
<b>24895</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>365</b>		
			<b>Dept Of Labor &amp; Industries</b>	<b>35.10</b>	<b>Chaplain Medical Aid 4/1/21 - 6/30/21 (78 Hrs)</b>
	521 22 49 06	Chaplaincy Program	001 000 521 General Fund	35.10	Chaplain Medical Aid 4/1/21 - 6/30/21 (35.5 Hrs)
<b>24839</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>4310</b>		
			<b>Dept Of Revenue-EXCISE TAX</b>	<b>20,387.68</b>	<b>June 2021 Excise Taxes</b>
	518 20 43 01	Excise Tax Time/Temp Rei	001 000 518 General Fund	3.30	June 2021 Excise Taxes
	521 22 49 01	Uniforms/Clothing/Laundry	001 000 521 General Fund	38.12	June 2021 Excise Taxes
	531 50 44 00	Excise Tax - Storm	415 000 531 Storm Drain	1,471.40	June 2021 Excise Taxes
	534 10 44 00	Excise Tax - Water	425 000 534 Water Fund (de	8.33	June 2021 Excise Taxes
	534 10 44 00	Excise Tax - Water	425 000 534 Water Fund (de	38.45	June 2021 Excise Taxes
	534 10 44 00	Excise Tax - Water	425 000 534 Water Fund (de	8,684.33	June 2021 Excise Taxes
	535 10 44 00	Excise Tax - Sewer	430 000 535 Sewer Fund (de	4.56	June 2021 Excise Taxes
	535 10 44 00	Excise Tax - Sewer	430 000 535 Sewer Fund (de	6,623.58	June 2021 Excise Taxes
	542 30 31 02	Oper Supplies - Street Reg	101 000 542 City Street Fun	19.48	June 2021 Excise Taxes
	576 20 31 03	Oper Supplies - Pool	001 000 576 General Fund	97.50	June 2021 Excise Taxes
	576 20 43 00	Excise Tax - Pool Revenue	001 000 576 General Fund	3,398.63	June 2021 Excise Taxes
<b>24840</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>4858</b>		
			<b>Ewing Irrigation Products Inc</b>	<b>39.04</b>	<b>4" Pop-up Rotor And 1 " Thread PVC Reducer Bushing</b>
	576 80 31 02	Oper Supplies - Parks	001 000 576 General Fund	39.04	4" Pop-up Rotor And 1 " Thread PVC Reducer Bushing
<b>24841</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>4858</b>		
			<b>Ewing Irrigation Products Inc</b>	<b>48.37</b>	<b>Dripline And PVC Parts For Alice Peers Park</b>
	518 30 31 06	Oper Sup/Landscaping	001 000 518 General Fund	48.37	Dripline And PVC Parts For Alice Peers Park
			Total Ewing Irrigation Products Inc	87.41	
<b>24892</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>8610</b>		
			<b>F &amp; L Building Maintenance, LLC</b>	<b>3,309.00</b>	<b>July 2021 - Janitorial Services</b>

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518 30 41 01	Contract Maintenance		001 000 518 General Fund	3,309.00	July 2021 - Janitorial Services
<b>24842</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>3636 Ferguson Waterworks, #3011</b>	<b>167.05</b>	<b>1" Poly For Serviceline Replacements</b>
534 50 31 01	Oper Supplies - Water Mai		425 000 534 Water Fund (de	167.05	1" Poly For Serviceline Replacements
<b>24843</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>9748 Geiger</b>	<b>458.57</b>	<b>Small Drawstring Backpack "Wag Bag" For Furry 4k Event</b>
573 90 49 01	Community Events		001 000 573 General Fund	458.57	Small Drawstring Backpack "Wag Bag" For Furry 4k Event
<b>24844</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>6325 GeoEngineers Inc</b>	<b>430.50</b>	<b>P#64 Comm Center Construction Professional Services 5/15/21-6/18/21</b>
594 76 62 03	Buildings & Structures		301 000 594 Park Bond Capi	430.50	P#64 Comm Center Construction Professional Services 5/15/21-6/18/21
<b>24845</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>6774 Greenleaf Landscaping 1 Inc</b>	<b>1,593.55</b>	<b>Fire Station Trim Hedge, Rhody Trimming And Removal Of Debris</b>
518 30 41 02	General Fund Property Mai		001 000 518 General Fund	1,593.55	Fire Station Trim Hedge, Rhody Trimming And Removal Of Debris
<b>24818</b>	<b>07/15/2021</b>	<b>07/27/2021</b>	<b>8062 Guthrie, Bobbie</b>	<b>134.54</b>	<b>07-00235.1 - 133 WILD ROSE ST</b>
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-23.47	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-22.64	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-88.43	
<b>24820</b>	<b>07/20/2021</b>	<b>07/27/2021</b>	<b>8798 Hartman, Jason</b>	<b>309.16</b>	<b>03-02530.2 - 808 ALAMEDA AVE</b>
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-78.18	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-83.78	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-147.20	
<b>24846</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>9655 Henderson, Jalen</b>	<b>822.50</b>	<b>Scorekeeper Youth Baseball (58.75 Hrs)</b>
571 20 49 09	Youth Baseball		001 000 571 General Fund	822.50	Scorekeeper Youth Baseball (58.75 Hrs)
<b>24847</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>3692 Home Depot Credit Services</b>	<b>6.58</b>	<b>Permatex High Tlocker Red Gel (Bobcat)</b>
548 65 48 11	O & M - Parks/Rec		501 000 548 Equipment Ren	3.29	Permatex High Tlocker Red Gel (Bobcat)
548 65 48 12	O & M - Street		501 000 548 Equipment Ren	3.29	Permatex High Tlocker Red Gel (Bobcat)
<b>24848</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>3692 Home Depot Credit Services</b>	<b>14.85</b>	<b>Street Paint For Locates And Stakes For Marking Sewer Service</b>
535 80 31 00	Oper Supplies - Sewer Gen		430 000 535 Sewer Fund (de	10.51	Stakes For Marking Sewer Service
542 30 31 02	Oper Supplies - Street Reg		101 000 542 City Street Fun	4.34	Street Paint For Locates

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<b>24849</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>3692</b>		
			<b>Home Depot Credit Services</b>	<b>48.47</b>	<b>Supplies/Parts For Water Maintenance</b>
	534 50 31 01	Oper Supplies - Water Mai	425 000 534 Water Fund (de	48.47	Supplies/Parts For Water Maintenance
<b>24850</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>3692</b>		
			<b>Home Depot Credit Services</b>	<b>27.30</b>	<b>Fuses For Irrigation At Parks</b>
	576 80 31 02	Oper Supplies - Parks	001 000 576 General Fund	27.30	Fuses For Irrigation At Parks
			Total Home Depot Credit Services	97.20	
<b>24807</b>	<b>07/13/2021</b>	<b>07/27/2021</b>	<b>8900</b>		
			<b>Ingram, Peter</b>	<b>126.87</b>	<b>02-01670.3 - 120 BERKELEY AVE</b>
	343 10 00 00	Storm Drain Fees & Charge	415 000 340 Storm Drain	-28.26	
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-30.30	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-68.31	
<b>24851</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>3709</b>		
			<b>J &amp; K Associates</b>	<b>14,063.90</b>	<b>400 Gallon Galvanized De-Icer (replace Broken Unit)</b>
	594 48 64 12	Street - ERR Capital	501 000 548 Equipment Ren	14,063.90	400 Gallon Galvanized De-Icer (replace Broken
<b>24852</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>9316</b>		
			<b>JMK Language Services</b>	<b>100.00</b>	<b>Interpreter Services - Case # 1A0409152</b>
	512 50 41 03	Prof Svcs - Interpreter	001 000 512 General Fund	100.00	Interpreter Services - Case # 1A0409152
<b>24819</b>	<b>07/16/2021</b>	<b>07/27/2021</b>	<b>8317</b>		
			<b>Kotelevskiy, Yevgeniy</b>	<b>3.79</b>	<b>07-00122.2 - 1533 COTTONWOOD AVE</b>
	343 10 00 00	Storm Drain Fees & Charge	415 000 340 Storm Drain	-0.84	
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-0.91	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-2.04	
<b>24815</b>	<b>07/14/2021</b>	<b>07/27/2021</b>	<b>7972</b>		
			<b>Kracht, Nathan</b>	<b>33.94</b>	<b>03-02240.1 - 434 BUENA VISTA AVE</b>
	343 10 00 00	Storm Drain Fees & Charge	415 000 340 Storm Drain	-15.96	
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-15.55	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-2.43	
<b>24853</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>9467</b>		
			<b>Legacy Group</b>	<b>64,292.66</b>	<b>P#60 Outdoor Furniture For Pool House (2nd Half)</b>
	594 76 62 03	Buildings & Structures	301 000 594 Park Bond Capi	64,292.66	P#60 Outdoor Furniture For Pool House (2nd Half)
<b>24854</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>3776</b>		
			<b>Lemay Mobile Shredding</b>	<b>84.30</b>	<b>Shredding - June 2021 - Court And Finance</b>
	512 50 49 00	Miscellaneous - Court	001 000 512 General Fund	42.15	Shredding - June 2021 - Court And Finance
	514 23 49 00	Miscellaneous - Finance	001 000 514 General Fund	42.15	Shredding - June 2021 - Court And Finance
<b>24855</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>3776</b>		
			<b>Lemay Mobile Shredding</b>	<b>32.20</b>	<b>Shredding June 2021 Public Works</b>
	531 50 49 00	Miscellaneous - Storm	415 000 531 Storm Drain	10.73	Shredding June 2021 Public Works

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534 10 49 00	Miscellaneous - Water		425 000 534 Water Fund (de	10.74	Shredding June 2021 Public Works
535 10 49 00	Miscellaneous - Sewer		430 000 535 Sewer Fund (de	10.73	Shredding June 2021 Public Works
Total Lemay Mobile Shredding				116.50	
<b>24890</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>3789</b>	<b>59.00</b>	<b>Library Reimbursement - 1 Year</b>
572 21 49 00	Library Services		001 000 572 General Fund	59.00	Library Reimbursement - 1 Year
<b>24856</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>3791</b>	<b>106.72</b>	<b>2-8-10 TC Treated #2 For Thelma Gilmur Park</b>
576 80 31 02	Oper Supplies - Parks		001 000 576 General Fund	106.72	2-8-10 TC Treated #2 For Thelma Gilmur Park
<b>24857</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>3791</b>	<b>35.58</b>	<b>Sprinkler Repairs</b>
576 80 31 02	Oper Supplies - Parks		001 000 576 General Fund	35.58	Sprinkler Repairs
Total Lowe's Company-#338954				142.30	
<b>24858</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>1355</b>	<b>59.00</b>	<b>Library Reimbursement - 1 Year</b>
572 21 49 00	Library Services		001 000 572 General Fund	59.00	Library Reimbursement - 1 Year
<b>24859</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>7196</b>	<b>405.00</b>	<b>P#64 Construction Inspection, Project Mgmt - June 2021</b>
594 76 62 03	Buildings & Structures		301 000 594 Park Bond Capi	405.00	P#64 Construction Inspection, Project Mgmt - June 2021
<b>24860</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>2063</b>	<b>59.00</b>	<b>Library Reimbursement - 1 Year</b>
572 21 49 00	Library Services		001 000 572 General Fund	59.00	Library Reimbursement - 1 Year
<b>24861</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>8885</b>	<b>59.00</b>	<b>Library Reimbursement - 1 Year</b>
572 21 49 00	Library Services		001 000 572 General Fund	59.00	Library Reimbursement - 1 Year
<b>24862</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>9735</b>	<b>550.50</b>	<b>Inspection And Report On Fir Tree In Alice Peers Park</b>
576 80 41 00	Prof Svcs - Parks		001 000 576 General Fund	550.50	Inspection And Report On Fir Tree In Alice Peers Park
<b>24863</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>3882</b>	<b>59.00</b>	<b>Library Reimbursement - 1 Year</b>
572 21 49 00	Library Services		001 000 572 General Fund	59.00	Library Reimbursement - 1 Year
<b>24864</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>3910</b>	<b>46.29</b>	<b>Pool Office Supplies</b>



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576 20 31 00	Office Supplies - Pool		001 000 576 General Fund	46.29	Pool Office Supplies
<b>24865</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>3923 Orca Pacific Inc</b>	<b>1,018.50</b>	<b>Pool Chemicals - Chlorine (275 Gal)</b>
576 20 31 01	Pool Supplies-Chemicals		001 000 576 General Fund	1,018.50	Pool Chemicals - Chlorine (275 Gal)
<b>24866</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>3923 Orca Pacific Inc</b>	<b>625.61</b>	<b>Chlorine For Wells (165 Gallons)</b>
534 80 31 03	Oper Supplies - Chlorine		425 000 534 Water Fund (de	625.61	Chlorine For Wells (165 Gallons)
<b>24867</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>3923 Orca Pacific Inc</b>	<b>791.28</b>	<b>Pool Chemicals - Calcium Hypochlorite (200 Lbs)</b>
576 20 31 01	Pool Supplies-Chemicals		001 000 576 General Fund	791.28	Pool Chemicals - Calcium Hypochlorite (200 Lbs)
<b>24868</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>3923 Orca Pacific Inc</b>	<b>925.69</b>	<b>Pool Chemicals - Chlorine (210 Gal) And Sodium Bicarbonate (200 Lbs)</b>
576 20 31 01	Pool Supplies-Chemicals		001 000 576 General Fund	925.69	Pool Chemicals - Chlorine (210 Gal) And Sodium Bicarbonate (200 Lbs)
Total Orca Pacific Inc				3,361.08	
<b>24869</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>3957 PC Budget &amp; Finance</b>	<b>137.06</b>	<b>Authorization To Tow Forms</b>
521 22 31 00	Office & Oper Sup - Police		001 000 521 General Fund	137.06	Authorization To Tow Forms
<b>24872</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>4108 Pape Machinery Inc.</b>	<b>1,230.86</b>	<b>John Deere Mower (1570) Repairs</b>
548 65 48 11	O & M - Parks/Rec		501 000 548 Equipment Ren	1,230.86	John Deere Mower (1570) Repairs
<b>24870</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>3986 Puget Sound Energy, BOT-01H</b>	<b>45.76</b>	<b>Natural Gas - PW - 6/2021</b>
531 50 47 02	Public Utility Services/Bldg		415 000 531 Storm Drain	11.44	Natural Gas - Storm 6/2021
534 10 47 00	Utility Services/Building -		425 000 534 Water Fund (de	11.44	Natural Gas - Water 6/2021
535 10 47 00	Utility Services/Building -		430 000 535 Sewer Fund (de	11.44	Natural Gas - Sewer 6/2021
542 30 47 02	Electricity & Gas/Bldg - St		101 000 542 City Street Fun	11.44	Natural Gas - Street 6/2021
<b>24871</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>3986 Puget Sound Energy, BOT-01H</b>	<b>54.35</b>	<b>Natural Gas - City Hall - 6/2021</b>
518 30 47 00	Public Utility Services - Ci		001 000 518 General Fund	54.35	Natural Gas - City Hall - 6/2021
Total Puget Sound Energy, BOT-01H				100.11	
<b>24873</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>8893 Right Systems INC</b>	<b>3,350.00</b>	<b>IT Managed Services - July 2021</b>
518 81 41 01	Prof Svcs - I/S		001 000 518 General Fund	3,350.00	IT Managed Services - July 2021
<b>24806</b>	<b>07/13/2021</b>	<b>07/27/2021</b>	<b>5979 Rodgers, Stacey</b>	<b>94.86</b>	<b>06-01430.3 - 1414 WOODSIDE DR</b>

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343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	45.44		
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-354.11		
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	213.81		
<b>24874</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>4018</b>	<b>Rosen Supply Company Inc</b>	<b>42.25</b>	<b>Yale/Contra Costa Storm Drain Supplies</b>
531 50 31 02	Oper Supplies - Storm		415 000 531 Storm Drain	42.25	Yale/Contra Costa Storm Drain Supplies	
<b>24875</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>4035</b>	<b>Sarco Supply</b>	<b>38.45</b>	<b>Multi-Fold White Towels (4000 Count)</b>
576 20 31 02	Janitorial Supplies - Pool		001 000 576 General Fund	38.45	Multi-Fold White Towels (4000 Count)	
<b>24876</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>8403</b>	<b>Schmidtke, Judy A</b>	<b>35.75</b>	<b>Story Walk Supplies And General Storage</b>
573 90 49 01	Community Events		001 000 573 General Fund	35.75	Story Walk Supplies And General Storage	
<b>24877</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>8403</b>	<b>Schmidtke, Judy A</b>	<b>59.00</b>	<b>Library Reimbursement - 1 Year</b>
572 21 49 00	Library Services		001 000 572 General Fund	59.00	Library Reimbursement - 1 Year	
<b>24878</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>8403</b>	<b>Schmidtke, Judy A</b>	<b>46.10</b>	<b>Community Events - Mileage Reimbursement</b>
573 90 49 01	Community Events		001 000 573 General Fund	46.10	Community Events - Mileage Reimbursement	
			Total Schmidtke, Judy A	140.85		
<b>24879</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>4060</b>	<b>Sir Speedy</b>	<b>147.27</b>	<b>Furry 4K Promo Cards</b>
573 90 49 01	Community Events		001 000 573 General Fund	147.27	Furry 4K Promo Cards	
<b>24880</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>7308</b>	<b>SiteCrafting Inc</b>	<b>99.00</b>	<b>Monthly Hosting CityoFircrest.net July 2021</b>
518 81 41 02	Web Design & Maintenanc		001 000 518 General Fund	99.00	Monthly Hosting CityoFircrest.net July 2021	
<b>24881</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>4110</b>	<b>Superior Linen Service</b>	<b>48.12</b>	<b>Floor Mat Service At Pool House Party Room</b>
571 10 49 00	Miscellaneous - Rec		001 000 571 General Fund	48.12	Floor Mat Service At Pool House Party Room	
<b>24882</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>4120</b>	<b>Tacoma Daily Index</b>	<b>53.28</b>	<b>Public Hearing Accessory Building Setbacks</b>
558 60 41 01	Advertising - Planning		001 000 558 General Fund	53.28	Public Hearing Accessory Building Setbacks	
<b>24894</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>4322</b>	<b>Tacoma, City of - POWER</b>	<b>10,797.18</b>	<b>Power - Various Locations July 2021</b>
518 30 47 00	Public Utility Services - Ci		001 000 518 General Fund	765.05	Time/Temp Sign And City Hall Power 7/2021	
531 50 47 02	Public Utility Services/Bldg		415 000 531 Storm Drain	99.25	PW Main Bldg Power 7/2021	
534 10 47 00	Utility Services/Building -		425 000 534 Water Fund (de	99.25	PW Main Bldg Power 7/2021	
534 80 47 01	Utility Services/Pumping		425 000 534 Water Fund (de	4,187.66	Well 4,9 Golf Course Tank Power 7/2021	
535 10 47 00	Utility Services/Building -		430 000 535 Sewer Fund (de	99.26	PW Main Bldg Power 7/2021	
535 80 47 01	Utility Services/Pumping		430 000 535 Sewer Fund (de	1,212.37	Sewer L/S And Pumps Power 7/2021	

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542 30 47 02	Electricity & Gas/Bldg - St		101 000 542 City Street Fun	99.25	PW Main Bldg Power 7/2021
542 30 47 03	Electricity/Traffic Lights		101 000 542 City Street Fun	62.14	Traffic Control Power 7/2021
542 63 47 00	Electricity/Street Lights		101 000 542 City Street Fun	1,174.25	Street Lights Power 7/2021
548 65 47 00	Utilities ShopGarage		501 000 548 Equipment Ren	29.77	F & E Garage Power 7/2021
576 20 47 00	Public Utility Services - Po		001 000 576 General Fund	2,530.15	Pool/Bathhouse Power 7/2021
576 80 47 00	Public Utility Services - Pa		001 000 576 General Fund	438.78	Tot Lot, Storage Garage, Whittier Irr Power 7/2021
<b>24883 07/27/2021 07/27/2021 4176 Univar USA Inc</b>				<b>3,410.00</b>	<b>Sodium Fluoride For All Well Houses (2000 Lbs)</b>
534 80 31 01	Fluoride		425 000 534 Water Fund (de	3,410.00	Sodium Fluoride For All Well Houses (2000 Lbs)
<b>24884 07/27/2021 07/27/2021 4188 Verizon Wireless LLC</b>				<b>440.11</b>	<b>7/2021 Aircards - Police And PW</b>
521 22 42 00	Communication - Police		001 000 521 General Fund	400.10	Aircards (10)
531 50 42 00	Communication - Storm		415 000 531 Storm Drain	10.00	PW Aircards
534 10 42 00	Communication - Water		425 000 534 Water Fund (de	10.00	PW Aircards
535 10 42 01	Communication - Sewer		430 000 535 Sewer Fund (de	10.00	PW Aircards
542 30 42 00	Communication - Street		101 000 542 City Street Fun	10.01	PW Aircards
<b>24885 07/27/2021 07/27/2021 4188 Verizon Wireless LLC</b>				<b>1,123.53</b>	<b>7/2021 Shared Plan (23 Lines)</b>
513 10 42 00	Communication - Admin		001 000 513 General Fund	108.44	7/2021 Shared Plan (23 Lines)
518 30 42 00	Communication - Fac/Equi		001 000 518 General Fund	136.31	7/2021 Shared Plan (23 Lines)
521 22 42 00	Communication - Police		001 000 521 General Fund	418.37	7/2021 Shared Plan (23 Lines)
524 20 42 00	Communications- Bldg		001 000 524 General Fund	21.02	7/2021 Shared Plan (23 Lines)
531 50 42 00	Communication - Storm		415 000 531 Storm Drain	73.06	7/2021 Shared Plan (23 Lines)
534 10 42 00	Communication - Water		425 000 534 Water Fund (de	73.06	7/2021 Shared Plan (23 Lines)
535 10 42 01	Communication - Sewer		430 000 535 Sewer Fund (de	73.06	7/2021 Shared Plan (23 Lines)
542 30 42 00	Communication - Street		101 000 542 City Street Fun	73.07	7/2021 Shared Plan (23 Lines)
558 60 42 00	Communications - Planning		001 000 558 General Fund	21.02	7/2021 Shared Plan (23 Lines)
576 80 42 00	Communication - Parks		001 000 576 General Fund	126.12	7/2021 Shared Plan (23 Lines)
Total Verizon Wireless LLC				1,563.64	
<b>24886 07/27/2021 07/27/2021 339 Villamor, John</b>				<b>140.66</b>	<b>Flashlight And Spare Battery Issued To Officer Larson - SAA #1808</b>
521 22 31 00	Office & Oper Sup - Police		001 000 521 General Fund	140.66	Flashlight And Spare Battery Issued To Officer Larson - SAA #1808
<b>24887 07/27/2021 07/27/2021 4214 WFOA</b>				<b>650.00</b>	<b>WFOA - Annual (virtual) Conference - Michelle And Lindsay</b>
514 23 49 01	Reg & Tuition - Finance		001 000 514 General Fund	650.00	WFOA - Annual (virtual) Conference - Michelle And Lindsay
<b>24888 07/27/2021 07/27/2021 9702 Wallace, Krista</b>				<b>59.00</b>	<b>Library Reimbursement - 1 Year</b>

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572 21 49 00	Library Services		001 000 572 General Fund	59.00	Library Reimbursement - 1 Year
<b>24889</b>	<b>07/27/2021</b>	<b>07/27/2021</b>	<b>4231</b>		<b>Water Mgmt Labs Inc</b>
534 80 41 00	Water Testing		425 000 534 Water Fund (de	287.00	Water Samples For June 2021
<b>24816</b>	<b>07/14/2021</b>	<b>07/27/2021</b>	<b>8231</b>		<b>Williams, Madison</b>
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-357.23	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	13.61	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	47.88	
369 91 04 25	Other Misc Revenue - Wat		425 000 360 Water Fund (de	130.00	
<b>24817</b>	<b>07/14/2021</b>	<b>07/27/2021</b>	<b>3051</b>		<b>Worley, Deidra A</b>
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-7.63	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-8.19	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-18.46	

Report Total: 226,295.35

Fund	
001 General Fund	94,876.01
101 City Street Fund	1,551.89
301 Park Bond Capital Fund	80,034.49
415 Storm Drain	2,282.16
425 Water Fund (department)	23,664.79
430 Sewer Fund (department)	8,251.10
432 Sewer Improvement Fund	303.80
501 Equipment Rental Fund	15,331.11

This report has been reviewed by:

REMARKS:

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

\_\_\_\_\_  
Date

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

Mayor George called the regular meeting to order at 7:00 P.M. and led the Pledge of Allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Brett Wittner, Joe Barrentine, Denny Waltier, and Marc Rieke were present.

**PRESIDING OFFICER’S REPORT**

**A. Introduction of Councilmember Rieke**

Mayor George introduced and welcomed Councilmember Rieke to his first regular meeting as a Councilmember.

**B. Report from Legislative Delegation**

Rep. Bronoske, Rep. Leavitt, and Sen. Nobles provided updates on the 2021 Legislative Session and noted that the session was more accessible with much of the session being held remotely. The session prioritized assistance programs, mental health initiatives, and law enforcement reform. Rep. Leavitt reported that Washington State is now a Purple Heart State which honors and recognizes our armed forces. Council discussions included the state-wide standardization of policing policies and continuing to find ways to support our elderly community members. The Council thanked the delegation for helping fund the water meter replacement project, and for attending the pool grand opening.

**C. Community Center and Pool Project**

Grover reported that sprinklers are being installed and the chlorine supply is back to normal. There were discussions held on the suspicious people around the new community center area and the delay in repairing the pool vortex. Grover reported that the pool representative will be on-site next week. There was concern that the vortex may not be fixed before the pool closes for the season and the staff may want to seek legal counsel to explore the options to expedite the repairs.

**CITY MANAGER COMMENTS**

**A. Tacoma Fire Changes Discussion**

Pingel provided a brief overview of the Emergency Medical Services levy renewal. Pingel will be reporting more information soon and that he will ask for Council involvement as the staff moves forward. There was a brief discussion regarding concern for our senior residents and the contract language which delineates the building space allocation.

Pingel reported that the Council must allow remote participation at Council meetings under the current Governor proclamation and in-person meetings are optional. Pingel recommended that remote Council meetings continue as the City does not currently have the technology in place to allow for a hybrid meeting option. There was support for the recommendation as there have been more attendees with the remote option being available.

**DEPARTMENT HEAD COMMENTS**

- Police Chief Cheesman reported that the officers continue an emphasis patrol at the pool and reported that the pool and buildings around the pool may be targets of vandalism or theft.
- Public Works Director Bemis reported that the water meter replacements continue, and the department is planning to ramp up installation in early 2022. There was a discussion held on the

Electron Way hole in the street and Bemis reported that the crew is tapping into the line for the Community Center meter.

- Finance Director Corcoran reported that Office Assistant Barbara Gollinger will be retiring on July 16, 2021, and the City wishes her luck in her future endeavors.

### **COUNCILMEMBER COMMENTS**

- Viafore thanked Mr. Comfort for his attendance and reported that the Comfort family has represented the City for over 40 years. Viafore commented on the Covid assistance programs and the desire to help the community members. Lastly, Viafore congratulated Barbara Gollinger on her retirement and commented that she provided great customer service to our residents.
- Reynolds commented that she would like to see the City begin to budget for climate change initiatives and that she would like to see the Police vehicles be outfitted with AEDs. Reynolds reported that PCRC will meet next week, and housing affordability remains a top priority. Lastly, Reynolds reported that the Delta variant is very contagious and nationwide, there is a 50% vaccination rate.
- Wittner welcomed Councilmember Rieke, thanked Mr. Comfort for his attendance, and thanked Mayor George for bringing up the vortex issue.
- Barrentine; no comments provided.
- Waltier welcomed Councilmember Rieke and is also concerned about the vortex.
- Rieke thanked the staff for the assistance to date and that there were great candidates for the vacancy. Rieke commented that he is honored to be appointed to the Council.
- George reported that the SSHAP agreement has been finalized and that more information will be coming to a future meeting. George commented that he would like to discuss the enforcement options for the Fourth of July fireworks next year. Lastly, George congratulated Office Assistant Barbara Gollinger on her retirement and commented that she was an asset in the City's fundraising efforts.

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

George invited public comment. The following individuals provided public comment:

- Yolonda Brooks, 6464 19<sup>th</sup> Street W #C, welcomed Councilmember Rieke and thanked the staff for opening City Hall during the heatwave.
- Brian Rybolt, 1036 Daniels Drive, commented that he is concerned about the tax burden on our senior community members and thanked Representatives Bronoske and Leavitt. Lastly, Rybolt commented that he would like to see the Council meetings return to in-person meetings.
- Deanna Nuttbrock-Allen, 1222 Contra Costa Ave, commented that she is representing the Whittier PTA and commented that there were signs posted about unity and celebration around the school, and the signs were stolen or vandalized.

### **COMMITTEE, COMMISSION, AND LIAISON REPORTS**

#### **A. Administration**

Viafore reported that he and the City Manager will interview the City Attorney candidates.

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

Rieke reported that the Planning & Building counter continues to serve our community members and the department is happy to have the buildings open.

**C. Finance, IT, Facilities**

Wittner; no report provided.

**D. Other Liaison Reports**

There were none.

**CONSENT CALENDAR**

George requested the City Clerk read the Consent Calendar: approval of Voucher No. 6208 through Voucher Check No. 6208 in the amount of \$8,144.18; approval of Voucher No. 216669 through Voucher Check No. 216743 in the amount of \$155,103.44; approval of Payroll Check No. 14064 through Payroll Check No. 14066 in the amount of \$8,086.62; approval of Payroll Check No. 14067 through Payroll Check No. 14072 in the amount of \$57,318.88; approval of Payroll electronic funds transfer in the amount of \$141,129.14; approval of June 21, 2021, Study Session Meeting minutes; and approval of June 22, 2021, Regular Meeting minutes as corrected; **Reynolds MOVED to approve the Consent Calendar as read; seconded by Wittner. The Motion Carried (7-0).**

**PUBLIC HEARING**

**A. To receive comments on the 6-Year Transportation Improvement Plan**

At 8:21 P.M., George opened the public hearing. Public Works Director Bemis briefed the Council on the 6-Year Transportation Improvement Plan, stating that it is a planning document that is used to identify projects and funding. George invited councilmember comments; Viafore commented that he would like to see the city work with Tacoma to improve the intersection of Center Street and Orchard Street. Lastly, Viafore is concerned with the cost of the retaining wall being too low. Bemis reported that the cost was for design only and the project cost will be \$453,000 in total. George invited public testimony; no testimony was provided. At 8:28 P.M., George closed the public hearing.

**UNFINISHED BUSINESS**

There was no unfinished business.

**NEW BUSINESS**

**A. Resolution No. 1716: Department of Assigned Counsel Agreement**

City Manager Pingel briefed the Council on the proposed Resolution and reported that the contract term is 2023. **Wittner MOVED to adopt Resolution No. 1716, authorizing the City Manager to execute an agreement for Public Defense Services with Pierce County for indigent legal defense services; seconded by Viafore.** George invited councilmember comments; none were provided. George invited public comment; none were provided. **The Motion Carried (7-0).**

**B. Motion: Approval of Water Meter Upgrade Purchase**

Bemis provided an overview of the proposed purchase of the remaining water meters and noted that by purchasing now before the cost increase, the City will save roughly \$50,000. **Wittner MOVED to authorize the City Manager to purchase of additional Kamstrup AMI Water Meters to complete the City's Water Meter Upgrade Project in the amount of \$420,850.00 plus sales tax.; seconded by Waltier.** George invited councilmember comments; Viafore asked what the shipping costs will be and if the City can use ARPA funds.

Bemis reported that he will have to confirm with the vendor but believes that there was no cost to ship the meters. Bemis also confirmed that the City can use ARPA funds for the purchase. George invited public comment; none were provided. **The Motion Carried (7-0).**

**CALL FOR FINAL COMMENTS**

Viafore commented that he is impressed with Director Bemis.

Councilmember Waltier left the meeting at 8:36 P.M. and did not return.

**EXECUTIVE SESSION**

A. At 8:38 P.M. George reported that the Council would take a five-minute recess and convene into Executive Session, not to exceed 60 minutes, to consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price per RCW 42.30.110(1)(b) and to review the performance of a public employee per RCW 42.30.110(g). George invited City Manager Pingel and Nicholas Carr to join the Executive Session.

At 9:24 P.M., the Council reconvened into regular session.

**ADJOURNMENT**

**Reynolds MOVED to adjourn the meeting at 9:24 P.M., seconded by Wittner. The Motion Carried (6-0).**

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Hunter T. George, Mayor

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Jayne Westman, City Clerk



## FIRCREST CITY COUNCIL AGENDA SUMMARY

**NEW BUSINESS:** Approval of Business, Rental, and Utility Assistance Grants for the Fircrest Business and Tenant Assistance Program

**ITEM:** 13A

**FROM:** Scott Pingel, City Manager

**DATE:** July 27, 2021

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**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_, authorizing Business, Rental, and Utility Assistance grants through funds provided by the American Rescue Plan Act.

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**PROPOSAL:** The Council is being asked to authorize Business, Rental, and Utility Assistance grants through funds provided by the American Rescue Plan Act.

**FISCAL IMPACT:** This resolution will have no direct fiscal impact on the City. The City will provide grant awards utilizing funds provided to the City through the American Rescue Plan Act.

**ADVANTAGES:** This program allows the City to get needed assistance to the community for the impacts of COVID-19.

**DISADVANTAGES:** None identified.

**HISTORY:** The City was recently awarded a little over \$1.9 Million in American Rescue Plan Act funds. Half of that amount has already been deposited with the City, and the other half will be received in June 2022. The City has until December 31, 2024, to spend American Rescue Plan Act funds.

**Attachments:** [Resolution](#)  
[Exhibit A COVID-19 Business Assistance Grant Criteria and Procedures](#)  
[Exhibit B NEU Award Terms and Conditions](#)  
[Business Assistance Grant Application](#)  
[Rental Assistance Grant Application](#)  
[Utility Assistance Grant Application](#)

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

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF FIRCREST, WASHINGTON, ESTABLISHING  
THE COVID-19 RELATED BUSINESS, RENTAL AND  
UTILITY ASSISTANCE PROGRAM.**

**WHEREAS**, the Fircrest community continues to be impacted by the COVID-19 pandemic; and

**WHEREAS**, the American Rescue Plan Act (ARPA) provides direct aid to cities in order to respond to the COVID-19 pandemic, cover costs incurred from the public health emergency, replace lost, delayed, or decreased revenues due to COVID-19, address the negative economic impacts on local businesses and nonprofits, and make necessary investments in water, sewer and broadband infrastructure; and

**WHEREAS**, the City of Fircrest will receive \$1,907,976 in direct aid from the U.S. Treasury Department through the Washington State Office of Financial Management and the Coronavirus State and Local Fiscal Recovery Fund; and

**WHEREAS**, the Fircrest City Council recognizes that one of its essential functions is to secure the health and welfare of Fircrest’s citizens; and

**WHEREAS**, resources are necessary to help Fircrest residents that continue to be impacted by job loss or reduction and the difficulties that result from this situation; and

**WHEREAS**, resources are necessary to help small businesses survive and certain small businesses reasonably require public aid in order to survive; and

**WHEREAS**, the City completed the requirements to receive direct aid pursuant to the American Rescue Plan Act through the Coronavirus State and Local Fiscal Recovery Fund administered to Non-entitlement Units through the Washington State Office of Financial Management. Now, Therefore

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

**Section 1.** The Recitals and referenced Exhibits are incorporated herein by this reference.

**Section 2.** The City of Fircrest, hereby, establishes the COVID-19 Related Business, Rental, and Utility Assistance Program to provide grants through funds the City receives through the American Rescue Plan Act State and Local Fiscal Recovery Fund. Grant awards will be at the sole discretion of the City of Fircrest through an application process. Grant recipients shall only receive and use grant funds for Eligible Expenses incurred during the time period set forth in Section 3. A list of business assistance award eligibility and criteria, as well as eligible and ineligible expenses, are included in Exhibit A.

1 **Section 3.** All eligible expenses must be incurred between March 3, 2021, and the time of  
2 application. Any expenses incurred before or after this period are not eligible expenses for  
3 grant funds. Grant funds are limited. Grant applicants understand and acknowledge that  
not every applicant is guaranteed to receive a grant award.

4 **Section 4.** All funds for this program come from the American Rescue Plan Act State and  
5 Local Fiscal Recovery Fund specifically provided to the City of Fircrest. The City has no  
obligation to provide grant recipients or applicants with funds from this or any other source.

6 **Section 5.** The City of Fircrest and any grant recipient agree to be bound to the provisions  
7 of the Non-entitlement Unit Award Terms and Conditions, included as Exhibit B to this  
8 Agreement.

9 **Section 6.** Grant applicants acknowledge that grant funds shall not be awarded to cover  
10 payroll or other employee-related or business-associated costs for which they have received  
11 other federal, state, or regional funds, including without limitation, funds made available  
under the Payroll Protection Program (PPP) or unemployment insurance compensation.

12 **Section 7.** Rental and utility assistance grants will be made available to Fircrest residents.  
13 Rental assistance grants will be paid directly to the recipients' landlord. Utility assistance  
grants will be paid to the City of Fircrest and credited to the applicants' utility account.

14 **APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF**  
15 **FIRCREST, WASHINGTON,** at a regular meeting thereof this 27<sup>th</sup> day of July 2021.

16  
17 **APPROVED:**

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

20 **ATTEST:**

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

22 **APPROVED AS TO FORM:**

23 \_\_\_\_\_  
24 City Attorney

## **Exhibit A**

### **COVID-19 Business Assistance Grant Criteria and Procedures**

#### **Purpose**

To assist small businesses located within the City of Fircrest, the City of Fircrest is committing American Rescue Plan Act funds to provide financial support to businesses impacted by COVID-19 and the resulting business restrictions. The following are the criteria for financial support:

#### **Criteria for Financial Support:**

- All financial support provided under this program is for costs incurred related to the COVID-19 pandemic between March 3, 2021, and the date/time of application. Applicants will not be eligible for grant funds unless they indicate on the application that they understand eligible costs for which grant funds may be used.
- The business must be a current Fircrest business and have had a physical location in the City of Fircrest on or before March 1, 2020. The business must have a current City of Fircrest business license. The business must also have been in business for one year from the date of the grant application.
- The business has less than 25 Full-Time Equivalent employees.
- Grants cannot be made to businesses owned or partially owned, by managers, officers, directors, or public officials associated with the City of Fircrest.
- The business must have experienced a loss of income due to the COVID-19 pandemic.
- The business must be able to demonstrate with financial statements or tax returns that they were profitable prior to the disruption caused by the COVID-19 pandemic.
- Grant awards will be based on the information submitted on the Business Assistance Grant Application and available grant funds.
- Applicants are strictly forbidden to use these grants funds for business expenses for which they have already received or may receive other State or Federal grant funds, or for which they previously received Fircrest Business Assistance grant funds.

#### **Grant Funds are eligible for:**

- Payment of rent
- Payment of utility costs
- Costs incurred during a reopening process, including the additional business interruption that happens when a small business must limit their accessibility to the public, and for displaying and/or communicating state-based requirements for public access.
- Operating costs for the purchase of items meant to protect the public and employees, such as protective masks and hand sanitizer, and other costs incurred by installing required safety measures in order to reopen a business.

**Grant Funds are ineligible for:**

- Any expense not related to the impacts of COVID-19.
- Any expense that would not be considered an eligible business expense by IRS rules.
- Political contributions
- Bonuses to owners or employees
- Wages to any member of owner's family who is not a bona fide employee.
- Charitable contributions
- Gifts or parties
- Draw or salary to owner that exceeded the amount that they were paid on a weekly or monthly basis for the same period last year.
- Pay down or pay off debt by more than required in the underlying debt instrument.

**Process**

- Business owner must fill out a Fircrest Business Assistance Grant Program application before application due date as amended from time to time.
- Periodically, the City of Fircrest application review team will review applications received to ensure eligibility and make award decisions.
- Awardees will be notified when a decision is made on their application.
- Checks for grant awards will be presented to the City Council for voucher approval and then mailed or delivered to award recipients.

OMB Approved No. 1505-0271  
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [Recipient to provide]	DUNS Number: [Recipient to provide] Taxpayer Identification Number: [Recipient to provide] Assistance Listing Number: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

---

Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

---

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. Use of Funds.
  - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;



- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.



**SECTION B: CRISIS**

CIRCUMSTANCES: (Check all that apply.)

- Business was closed from \_\_\_\_\_ to \_\_\_\_\_ due to being deemed non-essential.
- Business activity was substantially reduced from \_\_\_\_\_ to \_\_\_\_\_ due to Governor Inslee’s various proclamations/orders or TPCHD regulations.
- Business procedures are being/were substantially modified in order to reopen due to Governor Inslee’s various proclamations/orders or TPCHD regulations resulting in increased costs.
- The costs of doing business substantially increased in order to comply with Governor Inslee’s various proclamations/orders or TPCHD regulations.
- Other (Describe below.)

Please give a **brief account** of the circumstances:

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By my signature below, I certify the following:

- I have provided and reviewed the information on this application. This information is accurate to the best of my knowledge. I also give my permission for the City of Fircrest’s Business Assistance Program Representative to request/release necessary information that may result in my receiving benefits.
- I understand the eligible and ineligible costs/expenses, as set forth in Section D below, for which American Rescue Plan Act funds may be used, and I certify that any grant received under this grant program will adhere to these guidelines.
- I have attached my current Fircrest Business License to this application.
- I understand that I may or may not receive assistance under this program and if assistance is provided, the payment will be made directly to the person(s) and address indicated on my Fircrest business license.
- I understand that grant funds may be taxable income, and I am advised to consult my financial advisor. A 1099 Form will be issued to each grant recipient as required by the IRS no later than February 2021.
- Prior to receiving a grant award, I may be required to provide my most recent W-9 for my business.
- **I understand that my application is no guarantee of any assistance being awarded to me through this program.**

APPLICANT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Submit completed form to:  
City of Fircrest  
Business Assistance Program  
115 Ramsdell Street  
Fircrest, WA 98466

(\*) Please provide proof of your current City of Fircrest business license or endorsement when applying.

**SECTION D: ELIGIBLE AND INELIGIBLE COSTS/EXPENSES:**

**ELIGIBLE Costs/Expenses:**

- Payment of rent
- Payment of utility costs
- Costs incurred during a reopening process, including the additional business interruption that happens when a small business must limit their accessibility to the public, and for displaying and/or communicating state-based requirements for public access.
- Operating costs for the purchase of items meant to protect the public and employees, such as protective masks and hand sanitizer, and other costs incurred by installing required safety measures in order to reopen a business.

**INELIGIBLE Costs/Expenses:**

- Any expense not related to the impacts of COVID-19.
- Any expense that would not be considered an eligible business expense by IRS rules.
- Political contributions
- Bonuses to owners or employees
- Wages to any member of owner's family who is not a bona fide employee.
- Charitable contributions
- Gifts or parties
- Draw or salary to owner that exceeded the amount that they were paid on a weekly or monthly basis for the same period last year.
- Pay down or pay off debt by more than required in the underlying debt instrument.

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**SECTION E: BUSINESS ASSISTANCE REVIEWER RECOMMENDATION:**

- APPROVED: \$ \_\_\_\_\_
- DISAPPROVED

REVIEWED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

IF FUNDED:

PAYMENT DATE: \_\_\_\_\_  
PAYMENT CHECK NUMBER: \_\_\_\_\_



## CITY OF FIRCREST RENTAL ASSISTANCE PROGRAM APPLICATION

Application for rental assistance for individuals or families for living units within the City of Fircrest. This program is funded by and allowed under the American Rescue Plan Act.

**PLEASE PROVIDE ANY DOCUMENTATION REQUESTED WITH THIS APPLICATION.** Complete items 1-5 and the applicable sections on the 2<sup>nd</sup> page of the application.

\_\_\_\_\_  
APPLICANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
LANDLORD NAME

\_\_\_\_\_  
LANDLORD PHONE NUMBER

### SECTION A: DECLARATION OF LOW/NO INCOME AND HOUSEHOLD DESCRIPTION

Household's income for the **last three months**: **Please provide documentation** for questions 1, 2 & 3.

- The INCOME/BENEFITS from the following sources: Check all that apply  
 SOCIAL SECURITY INSURANCE     UNEMPLOYMENT COMPENSATION  
 SOCIAL SECURITY     EARNED  
 VETERANS' ASSISTANCE     OTHER
- INCOME:    \$ \_\_\_\_\_    \$ \_\_\_\_\_    \$ \_\_\_\_\_  
                  (1<sup>st</sup> Month)    (2<sup>nd</sup> Month)    (3<sup>rd</sup> Month)
- HOUSEHOLD MEMBERS: Number living in home \_\_\_\_\_  
Check all that apply:  Disabled     60+
- HOUSING STATUS:  
Lived at residence: \_\_\_\_\_ Yrs \_\_\_\_\_ Months

### SECTION B: CRISIS

- CIRCUMSTANCES: **Check all that apply and provide supporting documentation**  
 Death of immediate family member due to COVID-19  
 Loss of job or income due to COVID-19  
 Sudden illness or injury due to COVID-19  
 Substantial loss of funds due to COVID-19  
 Severely disabled or ill household member due to COVID-19  
 Other (Describe on back of form.)

**EXTENUATING CIRCUMSTANCES: Please use the back of this application to provide an explanation for any areas checked.**

### SECTION C: RENT/LEASE INFORMATION

PAST DUE AMOUNT: \$ \_\_\_\_\_

From Page 1 #5. Please give a **complete account** of the circumstances, including total amount of rent currently owed: **Please provide supporting documentation.**

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By my signature below, I certify the following:

- I have provided and reviewed the information on this application. This information is accurate to the best of my knowledge. I also give my permission for the City of Fircrest’s Rental Assistance Program Representative to request/release necessary information that may result in my receiving benefits.
- I hereby authorize my landlord to release billing information to the City of Fircrest’s Rental Assistance Program Representative in order to process my application.
- I understand that I may or may not receive assistance under this program and if assistance is provided, the payment will be made directly to my landlord on my behalf.
  
- **I understand that my application is no guarantee of any assistance being awarded to me through this program.**

APPLICANT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Submit completed form to:

City of Fircrest  
Rental Assistance Program  
115 Ramsdell Street  
Fircrest, WA 98466

**SECTION D: UTILITY ASSISTANCE REVIEWER RECOMMENDATION:**

- APPROVED: \$ \_\_\_\_\_  
 DISAPPROVED

REVIEWED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

IF FUNDED:

PAYMENT DATE: \_\_\_\_\_  
PAYMENT CHECK NUMBER: \_\_\_\_\_



## CITY OF FIRCREST UTILITY ASSISTANCE PROGRAM APPLICATION

Application for utility assistance for Fircrest water, sewer and storm utility customers within the City of Fircrest. This program is funded by and allowed under the American Rescue Plan Act.

**PLEASE PROVIDE ANY DOCUMENTATION REQUESTED WITH THIS APPLICATION.** Complete items 1-5 and the applicable sections on the 2<sup>nd</sup> page of the application.

\_\_\_\_\_  
APPLICANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
PHONE NUMBER

### SECTION A: DECLARATION OF LOW/NO INCOME AND HOUSEHOLD DESCRIPTION

Household's income for the **last three months**: **Please provide documentation** for questions 1, 2 & 3.

1. The INCOME/BENEFITS from the following sources: Check all that apply  
 SOCIAL SECURITY INSURANCE       UNEMPLOYMENT COMPENSATION  
 SOCIAL SECURITY                               EARNED  
 VETERANS' ASSISTANCE                       OTHER
2. INCOME:     \$ \_\_\_\_\_     \$ \_\_\_\_\_     \$ \_\_\_\_\_  
                               (1<sup>st</sup> Month)        (2<sup>nd</sup> Month)        (3<sup>rd</sup> Month)
3. HOUSEHOLD MEMBERS: Number living in home \_\_\_\_\_  
 Check all that apply:  Disabled     60+
4. HOUSING STATUS:  
 Lived at residence: \_\_\_\_\_ Yrs \_\_\_\_\_ Months

### SECTION B: CRISIS

5. CIRCUMSTANCES: **Check all that apply and provide supporting documentation**  
 Death of immediate family member due to COVID-19  
 Loss of job or income due to COVID-19  
 Sudden illness or injury due to COVID-19  
 Substantial loss of funds due to COVID-19  
 Severely disabled or ill household member due to COVID-19  
 Other (Describe on back of form.)

**EXTENUATING CIRCUMSTANCES: Please use the back of this application to provide an explanation for any areas checked.**

### SECTION C: WATER/SEWER/STORM UTILITY ACCOUNT INFORMATION

UTILITY ACCOUNT #: \_\_\_\_\_  
 PAST DUE AMOUNT: \$ \_\_\_\_\_



From Page 1 #5. Please give a **complete account** of the circumstances, including total amount of utility bill owed (both current and previous billing periods): **Please provide supporting documentation.**

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By my signature below, I certify the following:

- I have provided and reviewed the information on this application. This information is accurate to the best of my knowledge. I also give my permission for the City of Fircrest's Utility Assistance Program Representative to request/release necessary information that may result in my receiving benefits.
- I hereby authorize the City of Fircrest to release billing information to the City of Fircrest's Utility Assistance Program Representative in order to process my application.
- I understand that I may or may not receive assistance under this program and if assistance is provided, the payment will be made directly to my City of Fircrest utility account on my behalf.
  
- **I understand that my application is no guarantee of any assistance being awarded to me through this program.**

APPLICANT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Submit completed form to:

City of Fircrest  
Utility Assistance Program  
115 Ramsdell Street  
Fircrest, WA 98466

**SECTION D: UTILITY ASSISTANCE REVIEWER RECOMMENDATION:**

- APPROVED: \$ \_\_\_\_\_  
 DISAPPROVED

REVIEWED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

IF FUNDED:

PAYMENT DATE: \_\_\_\_\_  
PAYMENT CHECK NUMBER: \_\_\_\_\_

**NEW BUSINESS:** National Night Out Fireworks Display Agreement  
**ITEM 13B.**

**FROM:** John Cheesman, Police Chief

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**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute an agreement with Alpha Pyrotechnics, for a fireworks display on August 3, 2021.

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**PROPOSAL:** The Council is being asked to authorize an agreement with Alpha Pyrotechnics to provide a firework display for the City's August 3, 2021 Modified National Night Out event. We have received donations to cover the cost of having Alpha Pyrotechnics put on a fireworks display at our National Night Out event. We have had a lot of support for the fireworks show. We have been in contact with many citizens that have volunteered and helped raise money to ensure that we can support this program each year during our National Night Out event.

**FISCAL IMPACT:** The cost of the fireworks display is \$9,300. We will use donated funds to pay for this display.

**ADVANTAGE:** This is a great event and brings our community together.

**DISADVANTAGES:** The success of a fireworks display is contingent upon weather conditions.

**ALTERNATIVES:** Not authorize the agreement and not provide fireworks.

**HISTORY:** Support of this program and cooperation with other cities and counties show solidarity of citizens standing against crime, illegal drugs and violence. National Night Out sends out a message that this type of activity will not be tolerated in the City of Fircrest. National Night Out also enhances awareness of emergency services available to our citizens. Over the past 18 years, we have been recognized nationally as one of the best events in the nation and we are extremely proud that in 2019, our event was once again judged and recognized as one of the best events in the nation. Due to the Covid-19 pandemic, we were unable to have an event for 2020. We believe that we can have a modified event to support the mission of National Night Out and also bring our community together in a safe manner.

**ATTACHMENTS:** [Resolution](#)  
[Fireworks Display Agreement](#)

1

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

2

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, AUTHORIZING THE CITY MANAGER  
TO EXECUTE AN AGREEMENT WITH ALPHA  
PYROTECHNICS FOR A FIREWORKS DISPLAY ON AUGUST 3,  
2021.**

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**WHEREAS**, the City of Fircrest has received donations to pay for a fireworks display at National Night Out; and

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**WHEREAS**, the City wishes to contract with Alpha Pyrotechnics to perform the display on August 3, 2021 for an amount not to exceed \$9,300 as outlined in their proposal; and

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**WHEREAS**, Alpha Pyrotechnics, will also be performing a fireworks display for the City as part of the City’s 2021 Modified Fun Days event. Now Therefore,

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

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**Section 1.** The City Manager is hereby authorized and directed to execute an agreement with Alpha Pyrotechnics for a fireworks display on August 3, 2021.

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**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, at a regular meeting thereof this 27th day of July 2021.**

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**APPROVED:**

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Hunter T. George, Mayor

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**ATTEST:**

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Jayne Westman, City Clerk

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**APPROVED AS TO FORM:**

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City Attorney

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## **Alpha Pyrotechnics**

1109 Anderson Rd  
Ellensburg, WA 98926

### Fireworks Display Agreement

This agreement, entered into this 25<sup>th</sup> day of July, 2021, between Alpha Pyrotechnics Inc and the "PURCHASER": City of Fircrest.

Additional Insureds: City of Fircrest, WA and its employees ATIMA.

#### **Alpha Pyrotechnics agrees to the following:**

Display Date: August 3<sup>rd</sup>, 2021 Location: 555 Contra Costa Ave, Fircrest, WA

1. Perform one Fireworks Display per attached Display Proposal.
2. State Licensed Pyrotechnic Operator and crew to setup and perform the display.
3. Provide necessary Licenses and Permits.
4. Hold adequate Liability Insurance Coverage, of not less than required by all applicable laws, listing PURCHASER as additionally insured to cover display incidents only. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured.
5. Is responsible for policing the Display Site, but not outside of the Display site.

#### **PURCHASER agrees to the following at its own expense:**

1. Provide Audience Area and Parking Area locations.
2. Have suitable Display Site for setup and firing of the display, and safe fall out area.
3. Provide adequate time for the Pyrotechnics crew to perform duties.  
This is to include but not limited to such items as additional stage props, floating docks, multiple firing locations.
4. Access for Alpha Pyrotechnics to Display Site at all times.
5. Provide adequate barriers, fence, ropes, and crowd control to keep the people out of the Display Site, which includes the fall out area.  
Once equipment and/or product has arrived at the Display Site, only authorized persons may enter the Display Site.
6. Sole responsible for insuring and policing outside the Display Site.
7. **Name Alpha Pyrotechnics as the display company in any advertising showing the fireworks display as part of the event (i.e. "Fireworks show at 10 pm, by Alpha Pyrotechnics").**

#### **Delays and Cancellations:**

Display time may be changed for many reasons such as weather or event timing. A "Rain Date" can be chosen, or reschedule for a mutually beneficial time. Alpha Pyrotechnics needs adequate time to advance a show time.

If display is canceled due to weather or other outside agencies beyond our control, we can

- 1) reschedule at no additional cost or
- 2) cancel altogether with client responsible for actual expenses incurred.

## Alpha Pyrotechnics

1109 Anderson Rd  
Ellensburg, WA 98926

If display is canceled by Alpha Pyrotechnics, or contracted operator, a full refund of all payments will be issued to client.

### **Indemnification and Hold Harmless Agreement:**

Alpha Pyrotechnics Inc shall indemnify and hold harmless PURCHASER and its directors, officers, employees, agents, stockholders, affiliates, subcontractors and customers from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to or result from any act or omission of Alpha Pyrotechnics Inc.

An Indemnified Party shall promptly notify Alpha Pyrotechnics Inc of any actual or prospective Claim for which indemnification is sought. In the event that any third-party Claim is made, Alpha Pyrotechnics Inc shall have the right and option to undertake and control such defense of such action with counsel of its choice and to settle any such Claims.

An Indemnified Party shall not concede or settle or compromise any Claim without the prior written approval of Alpha Pyrotechnics Inc, which shall not be unreasonably withheld.

**Display Amount:**      \$9,300<sup>00</sup>      (Tax Included)

**Deposit Amount:**      \$N/A      N/A

The display amount listed above is due within 15 days after display date.

Outstanding balances shall incur a 3% per month charge.

### **PURCHASER**

Street # \_\_\_\_\_

City, State Zip \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

### **Alpha Pyrotechnics**

1109 Anderson Rd

Ellensburg, WA 98926

  
Jerel Brown - President

7/25/2021

[www.alphapyrotechnics.com](http://www.alphapyrotechnics.com)

[alphapyrotechnics@gmail.com](mailto:alphapyrotechnics@gmail.com)

(855) 955-PYRO (7976)