

**FIRCREST CITY COUNCIL  
REGULAR MEETING AGENDA**

**TUESDAY, SEPTEMBER 14, 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 Update
- 5. CITY MANAGER COMMENTS**
  - A. [Tacoma Fire BLS Transport Services](#)
  - B. [Christmas Tree Options](#)
  - C. I.T. Services Contract Amendment
- 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. [JWESTMAN@CITYOFFIRCREST.NET](mailto:JWESTMAN@CITYOFFIRCREST.NET))
- 9. COMMITTEE, COMMISSION & LIAISON REPORTS**
  - A. Administration
  - B. Environmental, Planning, and Building
  - C. Finance, IT, Facilities
  - D. Other Liaison Reports
- 10. CONSENT CALENDAR**
  - A. Approval of [vouchers](#)/payroll checks
  - B. Setting a public hearing on September 28, 2021, at 7:15 p.m. or shortly thereafter to receive comment on amending the accessory building setbacks for through-lots.
  - C. Setting special meetings of the City Council on October 4<sup>th</sup>, October 11<sup>th</sup>, October 18, and October 25<sup>th</sup>, 2021, at 6 p.m. at Fircrest City Hall for the sole purpose of discussing the 2022 preliminary budget.
  - D. Approval of Minutes: [August 24, 2021, Regular Meeting](#)
- 11. PUBLIC HEARING 7:15 P.M.**
- 12. UNFINISHED BUSINESS**
- 13. NEW BUSINESS**
  - A. [Resolution: Agreement with City of Tacoma for the Holding Basin](#)
  - B. [Motion: Confirmation of Municipal Court Judge Appointment](#)
- 14. CALL FOR FINAL COMMENTS**
- 15. EXECUTIVE SESSION**
  - A. Executive Session per RCW 42.30.110(1)(g) To review the performance of a public employee
- 16. ADJOURNMENT**





# City of Tacoma

W A S H I N G T O N



## Ambulance Transport Billing Questions

### Basic Life Support Transport Program

The following are frequently asked questions regarding the new Basic Life Support (BLS) Transport program and general transport billing questions.

### Frequently Asked Questions

#### What is changing?

Beginning in May 2021, Tacoma Fire Department (TFD) started providing Basic Life Support Transport services. Previously, this service was delivered primarily through a contract with a private ambulance company. For most of 2021, BLS transport will be provided by both TFD and our currently contracted private ambulance provider, American Medical Response (AMR). You may receive an invoice from either agency.

#### What is the difference between Basic Life Support transport and Advanced Life Support transport?

Basic Life Support (BLS) is an emergency transport provided by certified Emergency Medical Technicians (EMTs). Advanced Life Support (ALS) is provided when a patient is in a more critical condition and a certified paramedic is needed to assist in the treatment of the patient before and/or during transport to the emergency facility.

#### What will happen when I call 911 and need BLS services?

Depending on the nature of the emergency and your location, either a TFD BLS company or an AMR unit will provide your transport to a nearby medical facility. TFD BLS Transport companies will be phased into the emergency response system in 2021, with two TFD BLS transport companies going into service in May, and three additional TFD BLS transport companies in November.

## **Billing FAQs**

### **Is there a charge for being transported by the Tacoma Fire Department?**

Yes, both BLS and ALS transportation services have a cost. The 2021 rate for a BLS patient transport is \$980 and \$20 for each mile traveled from the scene of your incident to the medical facility; ALS patient transport is \$1,220 and \$20 for each mile traveled from the scene of your incident to the medical facility. Most, and sometimes all of these charges are covered by your insurance provider; however, there may be a balance after your insurance has paid. If you have questions about what your insurance covers, please contact them directly.

### **Is there a charge for being transported by AMR?**

Yes, AMR has a fee schedule for their services and, if you are transported by them, you will receive an invoice from them. Any questions related to AMR charges or invoices should be directed to 800-913-9106 or [amr.seattle@amr.net](mailto:amr.seattle@amr.net).

### **Will I have any out-of-pocket costs for my TFD transport?**

It depends.

For ALS, any balance remaining after your insurance has paid could be covered by the EMS Levy. You MUST contact us (through email at [TFDBilling@cityoftacoma.org](mailto:TFDBilling@cityoftacoma.org) or phone at (253) 591-5844 to confirm we've billed all appropriate insurance coverage(s) to access the levy for your balance, otherwise you will be billed.

For BLS, you will be billed for any balance not covered by your insurance provider(s) if you are not a resident of the City of Fife/FD10. Please contact us through email at [TFDBilling@cityoftacoma.org](mailto:TFDBilling@cityoftacoma.org) or phone at (253) 591-5844 to confirm we have all your appropriate insurance coverage(s) in our records.

### **What is the EMS Levy and how does it relate to my out-of-pocket cost for being transported by the Tacoma Fire Department?**

The EMS Levy is a voted property tax that can cover unpaid portions of your medical transport bill, depending on your area of residence and type of transport (ALS or BLS). The EMS Levy can be used for only what is outlined in

the ballot language provided for that levy election.

If you live in the City of Tacoma, City of Fircrest, or Pierce County Fire District 10/City of Fife (FD10), and you are transported for ALS, you will have no out of pocket costs after you confirm with us we've billed your insurance provider(s). You may receive an invoice showing your remaining balance after the insurance has paid. That invoice will contain contact information so you can verify with us you have no other insurance to bill, and then we will write down your balance to \$0.

If you live in the City of Tacoma or Fircrest, and you are transported for BLS, you WILL have an out-of-pocket cost after we've billed your insurance provider(s). If you live in FD10, and you are transported BLS, your full invoice should be covered by your insurance provider(s) and the EMS Levy. These are due to the different language each jurisdiction used on the last election for their respective levy. To summarize this information, see the table below:

#### Patient Responsibility after Insurance Coverage

Service Area	ALS Transport	BLS Transport
City of Tacoma	N/A	Yes
City of Fircrest	N/A	Yes
Pierce County Fire District 10/City of Fife	N/A	None

### Why does TFD charge transport fees?

To reduce the cost to residents for the EMS system, we set a charge for transport services that pays for the expenses of the program. This allows us to have a rate to bill your insurance and try to recover our costs through those payments. Also, numerous patients using EMS in our area do not reside or pay taxes here, and this charge allows them to help pay their portion of the service they are using.

### How do I pay?

You will receive an invoice from the City of Tacoma Fire Department that will provide our current payment options. These include:

- Mailing a check to 901 Fawcett Ave, Tacoma, WA 98402, or
- Delivering payment (check or cash) to our Headquarters building dropbox (a large blue box outside the 2nd-floor door) at 901 Fawcett Ave, Tacoma, WA 98402, or
- Calling (253) 591-5844 to make a credit card payment over the phone. Our office hours for phone payments or questions are Monday-Friday 8 AM – 5 PM excluding holidays.

Please make checks payable to *City of Tacoma* and send to:

Tacoma Fire Department  
901 Fawcett Ave.  
Tacoma, WA 98402

Be sure to note your account or invoice number on your check, and provide a current phone number where you can be reached.

### **When do I pay?**

All outstanding charges are due within 30 days. Charges not paid after 90 days will be reviewed for submittal to a collection agency. We do allow payment plans so please contact us at (253) 591-5844 or [TFDBilling@cityoftacoma.org](mailto:TFDBilling@cityoftacoma.org) to make arrangements for your particular situation.

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## Chapter 8.02

# AMBULANCE TRANSPORTATION SERVICES

Sections:

[8.02.010 Authority.](#)

[8.02.020 Schedule of charges.](#)

[8.02.030 Billing for services.](#)

[8.02.040 Charging against Emergency Medical Services \(EMS\) levy proceeds.](#)

### 8.02.010 Authority.

The city of Tacoma, through its fire department, shall provide advanced life support (ALS) transportation services as needed on emergency medical calls responded to within the city of Fircrest under the protocols and procedures established by the Tacoma fire department. (Ord. 1250 § 1, 2000; Ord. 1106 § 1, 1995).

### 8.02.020 Schedule of charges.

The schedule of charges for advanced life support (ALS) transportation services utilized by the city of Tacoma is approved by the city of Fircrest as reasonable charges for services provided within Fircrest as amended from time to time. (Ord. 1250 § 2, 2000; Ord. 1106 § 1, 1995).

### 8.02.030 Billing for services.

The city of Tacoma is authorized to directly bill all recipients of advanced life support (ALS) ambulance transportation services provided by Tacoma within the city of Fircrest. (Ord. 1250 § 3, 2000; Ord. 1106 § 1, 1995).

### 8.02.040 Charging against Emergency Medical Services (EMS) levy proceeds.

The collection procedures, accounting procedures and method of charging unpaid resident charges against proceeds derived from the Emergency Medical Services (EMS) levy used by the city of Tacoma for collection of the service charges is authorized to be used within the city of Fircrest; provided, that unpaid city of Fircrest resident charges shall be charged against Fircrest Emergency Medical Services (EMS) levy proceeds that are paid by Fircrest to Tacoma. (Ord. 1250 § 4, 2000; Ord. 1106 § 1, 1995).

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## *Christmas Tree Options*

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The consensus amongst staff is to purchase an artificial tree and move the Lighting Ceremony to the new Community Center.

### **Option No. 1**

1. Purchase artificial tree (the tree can be added to or “grown” by 3ft each year to get to the ideal 29ft)
  - a. Shipped at the beginning of October if ordered now – shipping & tax not included
    1. 20ft – \$12,700
    2. 23ft – \$17,500
    3. 26ft - \$22,800
      - a. Grown in 3ft increments - \$4800 +shipping and tax
  - b. Both potential sites will need:
    - i. Installation of new concrete pad and power hookup
      1. Permit and new meter
  - c. Place at Alice Peers
    - i. Removal of old Christmas Tree – \$2,000-\$3,000
  - d. Place at new Community Center (ideal)
    - i. Total Cost (recommended 23ft tree, grown to 29ft after 2 years)
      1. Approx. \$25,000 – the first year, following years, will be drastically cheaper
      2. Can be stored in PWB or “new” Fircrest Park garage

### **Option No. 2**

2. Continue with the existing tree at Alice Peers Park
  - a. Yearly lighting (install and removal of lights w/ lift rental) – approx. \$4,000
  - b. Hire a contractor to climb the tree to clean up dead limbs and rotten top
  - c. Purchase new LED lights
    - i. Total additional cost (excluding labor and lift rental) – a. and c. approx. \$5000

### **Option No. 3**

3. Purchase a live tree to be transplanted (20ft tall Fir type tree)
  - a. The tree cannot be decorated for 1-2 years to account for reestablishing its root system
  - b. Plant at Alice Peers
    - i. This would require the removal of the old Christmas tree after the 2021-2022 winter
      1. \$2,000-\$3,000
  - c. Plant at the new Community Center
    - i. Purchase cost - \$500
    - ii. Transport and install cost – unknown
    - iii. Purchase new LED lights - \$3000
    - iv. Total additional cost (excluding labor and lift rental) – approx. \$6000



# ACCOUNTS PAYABLE

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<b>25210</b>	<b>09/08/2021</b>	<b>09/14/2021</b>	<b>1124</b>		
			<b>Aanes*, Sonja</b>	<b>31.60</b>	<b>01-01180.1 - 160 GOLDEN GATE AV</b>
	343 10 00 00	Storm Drain Fees & Charge	415 000 340 Storm Drain	-11.10	
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-11.75	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-8.75	
<b>25115</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>3705</b>		
			<b>Alpine Products Inc</b>	<b>2,616.64</b>	<b>Street Marking Paint</b>
	542 30 31 02	Oper Supplies - Street Reg	101 000 542 City Street Fun	2,616.64	Street Marking Paint
<b>25116</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>3933</b>		
			<b>Asphalt Patch Systems, Inc.</b>	<b>3,300.00</b>	<b>Watermain Install Grind For Ditchline At 200 Block Of Contra Costa</b>
	534 50 48 01	Rep & Maint - Water Main	425 000 534 Water Fund (de	3,300.00	Watermain Install Grind For Ditchline At 200 Block Of Contra Costa
<b>25214</b>	<b>09/08/2021</b>	<b>09/14/2021</b>	<b>9243</b>		
			<b>Barrie, Steve</b>	<b>156.61</b>	<b>06-00230.6 - 1109 ORCHID LANE</b>
	343 10 00 00	Storm Drain Fees & Charge	415 000 340 Storm Drain	-34.88	
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-37.41	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-84.32	
<b>25215</b>	<b>09/08/2021</b>	<b>09/14/2021</b>	<b>4956</b>		
			<b>Boman, Rebecca</b>	<b>67.94</b>	<b>03-00700.1 - 117 AMHERST ST</b>
	343 10 00 00	Storm Drain Fees & Charge	415 000 340 Storm Drain	-15.13	
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-16.23	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-36.58	
<b>25209</b>	<b>09/08/2021</b>	<b>09/14/2021</b>	<b>7841</b>		
			<b>Buchert, Dave</b>	<b>53.74</b>	<b>04-03080.1 - 1016 FIR PARK LANE</b>
	343 10 00 00	Storm Drain Fees & Charge	415 000 340 Storm Drain	-21.98	
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-4.62	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-27.14	
<b>25176</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>4278</b>		
			<b>Budget Batteries Inc</b>	<b>143.20</b>	<b>Battery For JD Tractor #3120</b>
	548 65 48 11	O & M - Parks/Rec	501 000 548 Equipment Ren	143.20	Battery For JD Tractor #3120
<b>25168</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>6018</b>		
			<b>Canon Financial Services Inc</b>	<b>723.98</b>	<b>Copier/Fax Rental - Aug 2021</b>
	512 50 45 00	Oper Rentals - Copier - Coi	001 000 512 General Fund	141.08	Copier/Fax Rental - Court - Aug 2021
	518 10 45 00	Oper Rentals - Copier - No	001 000 518 General Fund	141.08	Copier/Fax Rental - Non-Dept - Aug 2021
	521 22 45 00	Oper Rentals - Copier - Pol	001 000 521 General Fund	159.67	Police Copier/Fax Rental - Aug 2021
	531 50 45 00	Oper Rentals - Copier - Sto	415 000 531 Storm Drain	35.28	Copier/Fax Rental - Storm - Aug 2021
	534 10 45 02	Oper Rentals - Copier - Wa	425 000 534 Water Fund (de	35.27	Copier/Fax Rental - Water - Aug 2021
	535 10 45 00	Oper Rentals - Copier - Sev	430 000 535 Sewer Fund (de	35.26	Copier/Fax Rental - Sewer - Aug 2021
	542 30 45 00	Oper Rentals - Copier - Str	101 000 542 City Street Fun	35.28	Copier/Fax Rental - Street - Aug 2021
	571 10 45 01	Oper Rentals - Copier - Rec	001 000 571 General Fund	126.96	Copier/Fax Rental - Rec - Aug 2021
	576 80 45 00	Oper Rentals - Copier - Par	001 000 576 General Fund	14.10	Copier/Fax Rental - Parks - Aug 2021

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo		
<b>25235</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>6268</b>		<b>Cole-Parmer Instrument Company</b>	<b>93.98</b>	<b>Chlorine Testing Poppets (2)</b>
	534 80 35 00	Small Tools & Equip - Wat	425 000 534	Water Fund (de		93.98	Chlorine Testing Poppets (2)
<b>25187</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>8542</b>		<b>Consolidated Supply Co.</b>	<b>102.22</b>	<b>Water Main Parts - 200 Blk Contra Costa</b>
	534 50 31 01	Oper Supplies - Water Mai	425 000 534	Water Fund (de		102.22	Water Main Parts - 200 Blk Contra Costa
<b>25167</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>3573</b>		<b>Copiers Northwest Inc</b>	<b>50.26</b>	<b>Police Usage (7/14-8/13/21)</b>
	521 22 45 00	Oper Rentals - Copier - Pol	001 000 521	General Fund		50.26	Police Usage (7/14-8/13/21)
<b>25197</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>7413</b>		<b>Crook, Donald &amp; Myrna</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>25117</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>2099</b>		<b>Cruse, Margaret</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>25256</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>340</b>		<b>Davis, Jeffrey P</b>	<b>180.64</b>	<b>Fall Conference - ERWOW - Marysville, WA (Meals And Mileage)</b>
	534 10 43 00	Travel - Water	425 000 534	Water Fund (de		180.64	Fall Conference - ERWOW - Marysville, WA (Meals And Mileage)
<b>25188</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>3596</b>		<b>Dept Of Health</b>	<b>46,428.83</b>	<b>DWSRF Loan Payment 2021</b>
	591 34 78 00	Principal Loan Payment - V	425 000 580	Water Fund (de		44,217.93	DWSRF Loan Pmt 2021 - Principal
	592 34 83 00	Interest - Water	425 000 591	Water Fund (de		2,210.90	DWSRF Loan Pmt 2021 - Interest
<b>25118</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>365</b>		<b>Dept Of Labor &amp; Industries</b>	<b>47.10</b>	<b>Boiler, Pressure Vessel, Inspections - PW 7/28/21</b>
	518 30 48 03	Rep & Maint - PW	001 000 518	General Fund		47.10	Boiler, Pressure Vessel, Inspections - PW 7/28/21
<b>25253</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>3599</b>		<b>Dept Of Licensing</b>	<b>30.00</b>	<b>Notary Public Commission - S Cappiello</b>
	518 10 49 02	Notary	001 000 518	General Fund		30.00	Notary Public Commission - S Cappiello
<b>25119</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>9254</b>		<b>Doyle Printing Company</b>	<b>46.20</b>	<b>Business Cards (500) - Samantha Olivarez</b>
	512 50 31 00	Office & Oper Sup-Court	001 000 512	General Fund		46.20	Business Cards (500) - Samantha Olivarez
<b>25180</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>366</b>		<b>Employment Security Dept</b>	<b>2,760.99</b>	<b>Benefit Charge - Q2/2021</b>
	517 78 20 00	Unemployment Compensat	001 000 517	General Fund		2,760.99	Benefit Charge - Q2/2021
<b>25195</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>9326</b>		<b>Engineering Economics, Inc.</b>	<b>2,900.00</b>	<b>P#64 - Community Center Prof Engineering Svcs (LEED) Through 8/20/21</b>
	594 76 62 03	Buildings & Structures	301 000 594	Park Bond Capi		2,900.00	P#64 - Community Center Prof Engineering Svcs (LEED) Through 8/20/21

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<b>25120</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>8543</b>		
			<b>Enviro-Clean Equipment, Inc.</b>	<b>390.48</b>	<b>Debris Hose For Vactor #68057D</b>
548 65 48 12	O & M - Street		501 000 548 Equipment Ren	48.81	Debris Hose For Vactor #68057D
548 65 48 13	O & M - Storm		501 000 548 Equipment Ren	48.81	Debris Hose For Vactor #68057D
548 65 48 14	O & M - Wtr/Swr		501 000 548 Equipment Ren	292.86	Debris Hose For Vactor #68057D
<b>25212</b>	<b>09/08/2021</b>	<b>09/14/2021</b>	<b>1163</b>		
			<b>Estate of Gertrude Slingland</b>	<b>35.67</b>	<b>01-01560.0 - 514 SUMMIT AVE</b>
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-12.85	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-9.84	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-12.98	
<b>25121</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>9787</b>		
			<b>Fabulous Murphtones</b>	<b>900.00</b>	<b>Concert In The Park On 8/12/21</b>
573 90 49 01	Community Events		001 000 573 General Fund	900.00	Concert In The Park On 8/12/21
<b>25233</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>3636</b>		
			<b>Ferguson Waterworks, #3011</b>	<b>373.34</b>	<b>New Water Main Parts - 200 Block Contra Costa</b>
534 50 31 01	Oper Supplies - Water Mai		425 000 534 Water Fund (de	373.34	New Water Main Parts - 200 Block Contra Costa
<b>25258</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>3638</b>		
			<b>Fircrest Golf Club</b>	<b>1,326.71</b>	<b>Land Rental For Water Tank On Golf Course Property For Sept 2021</b>
534 10 45 01	Land Rental/Water Tank		425 000 534 Water Fund (de	1,326.71	Land Rental For Water Tank On Golf Course Property For Sept 2021
<b>25122</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>9755</b>		
			<b>Freeby, Robert C</b>	<b>125.00</b>	<b>Judge Pro Tempore 8/25/21 - 2.5 Hours</b>
512 50 41 02	Prof Svcs - Pro Temp Judge		001 000 512 General Fund	125.00	Judge Pro Tempore 8/25/21 - 2.5 Hours
<b>25205</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>9338</b>		
			<b>Fuelman Fleet Program</b>	<b>2,796.47</b>	<b>Gas/Fuel - Aug 2021</b>
548 65 31 05	Non-Dept Gas		501 000 548 Equipment Ren	45.23	Gas/Fuel - Aug 2021
548 65 31 06	Facilities Gas		501 000 548 Equipment Ren	78.14	Gas/Fuel - Aug 2021
548 65 31 08	Police Gas		501 000 548 Equipment Ren	1,349.19	Gas/Fuel - Aug 2021
548 65 31 11	Parks/Rec Gas		501 000 548 Equipment Ren	158.14	Gas/Fuel - Aug 2021
548 65 31 12	Street Gas		501 000 548 Equipment Ren	728.13	Gas/Fuel - Aug 2021
548 65 31 14	Wtr/Swr Gas		501 000 548 Equipment Ren	437.64	Gas/Fuel - Aug 2021
<b>25123</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>9748</b>		
			<b>Geiger</b>	<b>622.26</b>	<b>Furry 4K Bandanas</b>
573 90 49 01	Community Events		001 000 573 General Fund	622.26	Furry 4K Bandanas
<b>25124</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>9748</b>		
			<b>Geiger</b>	<b>503.09</b>	<b>Fircrest FIT Bandanas</b>
573 90 49 01	Community Events		001 000 573 General Fund	503.09	Fircrest FIT Bandanas
Total Geiger				1,125.35	

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<b>25196</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>6325</b>	<b>GeoEngineers Inc</b>	<b>509.00</b>	<b>P#64 - Comm Center Construction Prof Svcs - 6/19 - 8/13/21</b>
	594 76 62 03	Buildings & Structures	301 000 594	Park Bond Capi	509.00	P#64 - Comm Center Construction Prof Svcs - 6/19 - 8/13/21
<b>25125</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>6695</b>	<b>Geroy*, Connie</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>25216</b>	<b>09/08/2021</b>	<b>09/14/2021</b>	<b>7650</b>	<b>Glazebrook, Jeff</b>	<b>128.58</b>	<b>02-01220.0 - 234 CONTRA COSTA AVE</b>
	343 10 00 00	Storm Drain Fees & Charge	415 000 340	Storm Drain	-28.64	
	343 40 00 00	Sale Of Water	425 000 340	Water Fund (de	-30.71	
	343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (de	-69.23	
<b>25126</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>3666</b>	<b>Grainger Inc, Dept 826129041</b>	<b>134.80</b>	<b>Traffic Zone Marking Paint - Red</b>
	542 30 31 02	Oper Supplies - Street Reg	101 000 542	City Street Fun	134.80	Traffic Zone Marking Paint - Red
<b>25127</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>3666</b>	<b>Grainger Inc, Dept 826129041</b>	<b>53.08</b>	<b>No Parking Stencil; Line Marking Paint - White (3)</b>
	542 30 31 02	Oper Supplies - Street Reg	101 000 542	City Street Fun	53.08	No Parking Stencil; Line Marking Paint - White (3)
<b>25231</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>3666</b>	<b>Grainger Inc, Dept 826129041</b>	<b>13.47</b>	<b>"No Parking" Stencil For 500 Block Contra Costa</b>
	542 30 31 02	Oper Supplies - Street Reg	101 000 542	City Street Fun	13.47	"No Parking" Stencil For 500 Block Contra Costa
<b>25232</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>3666</b>	<b>Grainger Inc, Dept 826129041</b>	<b>67.40</b>	<b>Paint For No Parking Zone At 500 Block Contra Costa</b>
	542 30 31 02	Oper Supplies - Street Reg	101 000 542	City Street Fun	67.40	Paint For No Parking Zone At 500 Block Contra Costa
			Total Grainger Inc, Dept 826129041		268.75	
<b>25128</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>6774</b>	<b>Greenleaf Landscaping 1 Inc</b>	<b>4,326.49</b>	<b>Contract Maintenance Landscape Services &amp; Beautification Landscape Services - Aug 2021</b>
	518 30 41 01	Contract Maintenance	001 000 518	General Fund	3,201.60	Contract Maintenance Landscape Services - Aug 2021
	542 80 49 03	Beautification Services (co	101 000 542	City Street Fun	1,124.89	Beautification Landscape Services - Aug 2021
<b>25129</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>1540</b>	<b>Haire, Sandra</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>25206</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>3690</b>	<b>Holroyd Co Inc</b>	<b>2,146.49</b>	<b>Gravel For Watermain At 200 Blk Contra Costa</b>

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534 50 31 01	Oper Supplies - Water Mai		425 000 534 Water Fund (de	2,146.49	Gravel For Watermain At 200 Blk Contra Costa
<b>25130</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>3692</b>		<b>Home Depot Credit Services</b>
				<b>13.15</b>	<b>Water Main PVC Parts</b>
534 50 31 01	Oper Supplies - Water Mai		425 000 534 Water Fund (de	13.15	Water Main PVC Parts
<b>25131</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>3692</b>		<b>Home Depot Credit Services</b>
				<b>21.33</b>	<b>24" CPR 3/4 FIP Line For PSB</b>
518 30 31 02	Oper Sup/PSB Bldg		001 000 518 General Fund	21.33	24" CPR 3/4 FIP Line For PSB
<b>25132</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>3692</b>		<b>Home Depot Credit Services</b>
				<b>55.12</b>	<b>Silver Bullet 100 Ft Hose</b>
576 20 35 00	Small Tools & Equip - Poo		001 000 576 General Fund	55.12	Silver Bullet 100 Ft Hose
<b>25133</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>3692</b>		<b>Home Depot Credit Services</b>
				<b>51.70</b>	<b>Parking Signs</b>
542 30 31 02	Oper Supplies - Street Reg		101 000 542 City Street Fun	51.70	Parking Signs
<b>25134</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>3692</b>		<b>Home Depot Credit Services</b>
				<b>19.17</b>	<b>Repair Sprinkler Line - Water Main</b>
534 50 31 01	Oper Supplies - Water Mai		425 000 534 Water Fund (de	19.17	Repair Sprinkler Line - Water Main
				<b>160.47</b>	<b>Total Home Depot Credit Services</b>
<b>25189</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>4131</b>		<b>Humane Society - Tacoma</b>
				<b>640.50</b>	<b>Boarding Contract - Sept 2021</b>
554 30 41 00	Animal Control		001 000 554 General Fund	640.50	Boarding Contract - Sept 2021
<b>25135</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>9789</b>		<b>Hunter's Tree Service</b>
				<b>2,860.00</b>	<b>Remove 10 Alder Trees At Whittier Park (no Clean Up)</b>
576 80 49 00	Miscellaneous - Parks		001 000 576 General Fund	2,860.00	Remove 10 Alder Trees At Whittier Park (no Clean Up)
<b>25136</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>5428</b>		<b>Jeff Boers</b>
				<b>1,401.25</b>	<b>Land Use Consulting (14.75 Hours) - July/Aug 2021</b>
558 60 41 00	Prof Svcs - Planning		001 000 558 General Fund	1,401.25	Land Use Consulting (14.75 Hours) - July/Aug 2021
<b>25243</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>9817</b>		<b>Kenyon Disend</b>
				<b>2,067.00</b>	<b>Attorney Services - Aug 2021</b>
515 41 41 01	City Attorney		001 000 515 General Fund	2,067.00	Attorney Services - Aug 2021
<b>25242</b>	<b>09/09/2021</b>	<b>09/14/2021</b>	<b>5679</b>		<b>Kim, Seongbae</b>
				<b>358.38</b>	<b>06-00740.1 - 1311 CORAL DR</b>
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-86.11	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-92.34	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-179.93	
<b>25234</b>	<b>09/08/2021</b>	<b>09/14/2021</b>	<b>6786</b>		<b>Lanier, Adam</b>
				<b>85.15</b>	<b>01-00570.4 - 336 HARVARD AVE</b>

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343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-18.96	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-20.34	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-45.85	
<b>25169</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>3791</b>	<b>249.05</b>	<b>Wood For Bocce Courts</b>
	576 80 31 02	Oper Supplies - Parks	001 000 576 General Fund	249.05	Wood For Bocce Courts
<b>25211</b>	<b>09/08/2021</b>	<b>09/14/2021</b>	<b>7939</b>	<b>46.64</b>	<b>01-01820.1 - 126 SUMMIT AVE</b>
	343 10 00 00	Storm Drain Fees & Charge	415 000 340 Storm Drain	-13.24	
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-13.83	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-19.57	
<b>25255</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>350</b>	<b>100.00</b>	<b>Fall Conference - ERWOW - Marysville, WA (Meals)</b>
	534 10 43 00	Travel - Water	425 000 534 Water Fund (de	100.00	Fall Conference - ERWOW - Marysville, WA (Meals)
<b>25186</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>7630</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>25199</b>	<b>09/02/2021</b>	<b>09/14/2021</b>	<b>9666</b>	<b>200.79</b>	<b>07-03200.0 - 1090 11TH TEE DR</b>
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-69.50	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-131.29	
<b>25223</b>	<b>09/08/2021</b>	<b>09/14/2021</b>	<b>9667</b>	<b>243.74</b>	<b>07-03220.0 - 1092 11TH TEE DR</b>
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-80.61	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-163.13	
<b>25198</b>	<b>09/02/2021</b>	<b>09/14/2021</b>	<b>9670</b>	<b>213.22</b>	<b>07-03190.0 - 1088 11TH TEE DR</b>
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-69.78	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-143.44	
<b>25222</b>	<b>09/08/2021</b>	<b>09/14/2021</b>	<b>9671</b>	<b>219.65</b>	<b>07-03210.0 - 1094 11TH TEE DR</b>
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-77.29	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-142.36	
<b>25137</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>3923</b>	<b>1,072.50</b>	<b>Pool Chemicals - Chlorine (300 Gal)</b>
	576 20 31 01	Pool Supplies-Chemicals	001 000 576 General Fund	1,072.50	Pool Chemicals - Chlorine (300 Gal)
<b>25138</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>3923</b>	<b>1,179.75</b>	<b>Pool Chemicals - Chlorine (330 Gal)</b>
	576 20 31 01	Pool Supplies-Chemicals	001 000 576 General Fund	1,179.75	Pool Chemicals - Chlorine (330 Gal)

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<b>25139</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>3923</b>	<b>Orca Pacific Inc</b>	<b>418.70</b>	<b>Pool Chemicals - Hydrochloric Acid (3)</b>
576 20 31 01	Pool Supplies-Chemicals	001 000 576	General Fund	418.70	Pool Chemicals - Hydrochloric Acid (3)	
<b>25219</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>3923</b>	<b>Orca Pacific Inc</b>	<b>1,072.50</b>	<b>Chlorine For Pool (300 Gal)</b>
576 20 31 01	Pool Supplies-Chemicals	001 000 576	General Fund	1,072.50	Chlorine For Pool (300 Gal)	
<b>25220</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>3923</b>	<b>Orca Pacific Inc</b>	<b>239.10</b>	<b>Hydrochloric Acid - 15 Gal Drum (2) For Pool</b>
576 20 31 01	Pool Supplies-Chemicals	001 000 576	General Fund	239.10	Hydrochloric Acid - 15 Gal Drum (2) For Pool	
<b>25224</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>3923</b>	<b>Orca Pacific Inc</b>	<b>1,179.75</b>	<b>Chlorine (330 Gal) For Pool</b>
576 20 31 01	Pool Supplies-Chemicals	001 000 576	General Fund	1,179.75	Chlorine (330 Gal) For Pool	
<b>25225</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>3923</b>	<b>Orca Pacific Inc</b>	<b>549.91</b>	<b>Hydrochloric Acid/Muriatic Acid - 15 Gal Drum (4) For Pool</b>
576 20 31 01	Pool Supplies-Chemicals	001 000 576	General Fund	549.91	Hydrochloric Acid/Muriatic Acid - 15 Gal Drum (4) For Pool	
<b>25226</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>3923</b>	<b>Orca Pacific Inc</b>	<b>664.13</b>	<b>Chlorine (175 Gal) - Well #9</b>
534 80 31 03	Oper Supplies - Chlorine	425 000 534	Water Fund (de	664.13	Chlorine (175 Gal) - Well #9	
Total Orca Pacific Inc				6,376.34		
<b>25173</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>3958</b>	<b>PC Budget &amp; Finance - Jail</b>	<b>331.37</b>	<b>Jail Services - July 2021</b>
523 60 40 01	Jail	001 000 523	General Fund	331.37	Jail Services - July 2021	
<b>25140</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>3957</b>	<b>PC Budget &amp; Finance</b>	<b>12,210.80</b>	<b>Major Incident Detective &amp; Forensics, SWAT - 2021</b>
521 22 41 00	Prof. Services/Consulting	001 000 521	General Fund	12,210.80	Major Incident Detective & Forensics, SWAT - 2021	
<b>25141</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>8626</b>	<b>Pacific Office Automation Inc</b>	<b>135.88</b>	<b>Postage Meter Rental - Sept 2021</b>
518 10 42 01	Postage - Non-Dept	001 000 518	General Fund	135.88	Postage Meter Rental - Sept 2021	
<b>25244</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>4680</b>	<b>Parametrix Engineering</b>	<b>5,882.50</b>	<b>P#64 Professional Services Through 7/31/21</b>
594 76 62 03	Buildings & Structures	301 000 594	Park Bond Capi	5,882.50	P#64 Professional Services Through 7/31/21	
<b>25257</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>354</b>	<b>Parsons, Norman R</b>	<b>180.64</b>	<b>Fall Conference - ERWOW - Marysville, WA (Meals And Mileage)</b>
534 10 43 00	Travel - Water	425 000 534	Water Fund (de	180.64	Fall Conference - ERWOW - Marysville, WA (Meals And Mileage)	

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<b>25229</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>7311 Pascoe, Aaron</b>	<b>29.50</b>	<b>Library Reimbursement - 1/2 Year</b>
	572 21 49 00	Library Services	001 000 572 General Fund	29.50	Library Reimbursement - 1/2 Year
<b>25236</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>3955 Petrocard Systems Inc</b>	<b>625.16</b>	<b>Gas/Fuel - Aug 2021</b>
	548 65 31 11	Parks/Rec Gas	501 000 548 Equipment Ren	123.24	Gas/Fuel - Parks Mowers - Aug 2021
	548 65 31 12	Street Gas	501 000 548 Equipment Ren	61.07	Gas/Fuel - 2008 Dump - Aug 2021
	548 65 31 12	Street Gas	501 000 548 Equipment Ren	11.40	Gas/Fuel - Excavator - Aug 2021
	548 65 31 12	Street Gas	501 000 548 Equipment Ren	31.06	Gas/Fuel - Vactor - Aug 2021
	548 65 31 13	Storm Gas	501 000 548 Equipment Ren	73.38	Gas/Fuel - Intl Dump - Aug 2021
	548 65 31 13	Storm Gas	501 000 548 Equipment Ren	11.40	Gas/Fuel - Excavator - Aug 2021
	548 65 31 13	Storm Gas	501 000 548 Equipment Ren	31.06	Gas/Fuel - Vactor - Aug 2021
	548 65 31 14	Wtr/Swr Gas	501 000 548 Equipment Ren	73.39	Gas/Fuel - Intl Dump - Aug 2021
	548 65 31 14	Wtr/Swr Gas	501 000 548 Equipment Ren	186.38	Gas/Fuel - Vactor - Aug 2021
	548 65 31 14	Wtr/Swr Gas	501 000 548 Equipment Ren	22.78	Gas/Fuel - Excavator - Aug 2021
<b>25202</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>3986 Puget Sound Energy, BOT-01H</b>	<b>1,569.30</b>	<b>Natural Gas - Pool/Bathhouse - Aug 2021</b>
	576 20 47 00	Public Utility Services - Po	001 000 576 General Fund	1,569.30	Natural Gas - Pool/Bathhouse - Aug 2021
<b>25175</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>7000 RWC Group</b>	<b>585.78</b>	<b>2017 Bobcat Loader - LOF &amp; Repairs</b>
	548 65 31 12	Street Gas	501 000 548 Equipment Ren	146.44	2017 Bobcat Loader - LOF & Repairs
	548 65 31 13	Storm Gas	501 000 548 Equipment Ren	146.45	2017 Bobcat Loader - LOF & Repairs
	548 65 31 14	Wtr/Swr Gas	501 000 548 Equipment Ren	292.89	2017 Bobcat Loader - LOF & Repairs
<b>25190</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>5710 Rainier Connect, Mashell Telecom</b>	<b>106.95</b>	<b>Internet 9/2021</b>
	518 81 42 00	Communication - I/S	001 000 518 General Fund	106.95	Internet 9/2021
<b>25191</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>5710 Rainier Connect, Mashell Telecom</b>	<b>170.01</b>	<b>Internet And Phone Service Pool/Bathhouse 9/2021</b>
	518 81 42 00	Communication - I/S	001 000 518 General Fund	113.55	Internet Pool/Bathhouse 9/2021
	576 80 42 00	Communication - Parks	001 000 576 General Fund	56.46	Phone Service Pool/Bathhouse 9/2021
			Total Rainier Connect, Mashell Telecom	276.96	
<b>25221</b>	<b>09/08/2021</b>	<b>09/14/2021</b>	<b>7368 Riley, Ute</b>	<b>23.93</b>	<b>07-00163.1 - 1524 TWINBERRY AVE</b>
	343 10 00 00	Storm Drain Fees & Charge	415 000 340 Storm Drain	-14.19	
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-5.93	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-3.81	
<b>25152</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>337 Roberts, Christopher</b>	<b>26.46</b>	<b>Covid Self Test</b>
	521 22 49 00	Miscellaneous - Police	001 000 521 General Fund	26.46	Covid Self Test



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<b>25154</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>4035 Sarco Supply</b>	<b>83.87</b>	<b>Janitorial Supplies - City Hall</b>
	518 30 31 04 Oper Sup/CH		001 000 518 General Fund	83.87	Janitorial Supplies - City Hall
<b>25155</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>4035 Sarco Supply</b>	<b>199.20</b>	<b>Janitorial Supplies - PW</b>
	518 30 31 03 Oper Sup/PWF		001 000 518 General Fund	199.20	Janitorial Supplies - PW
<b>25156</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>4035 Sarco Supply</b>	<b>229.79</b>	<b>Janitorial Supplies - PSB</b>
	518 30 31 02 Oper Sup/PSB Bldg		001 000 518 General Fund	229.79	Janitorial Supplies - PSB
<b>25237</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>4035 Sarco Supply</b>	<b>222.86</b>	<b>Janitorial Supplies - Parks</b>
	576 80 31 01 Janitorial Supplies - Parks		001 000 576 General Fund	222.86	Janitorial Supplies - Parks
<b>25238</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>4035 Sarco Supply</b>	<b>208.89</b>	<b>Janitorial Supplies - PSB</b>
	518 30 31 02 Oper Sup/PSB Bldg		001 000 518 General Fund	208.89	Janitorial Supplies - PSB
<b>25239</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>4035 Sarco Supply</b>	<b>94.58</b>	<b>Janitorial Supplies - CH</b>
	518 30 31 04 Oper Sup/CH		001 000 518 General Fund	94.58	Janitorial Supplies - CH
			Total Sarco Supply	1,039.19	
<b>25170</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>4056 Sherwin-Williams Company</b>	<b>18.74</b>	<b>Rollers (2) And Tape For Paint Projects</b>
	542 63 31 00 Oper Supplies - Street Ligh		101 000 542 City Street Fun	18.74	Rollers (2) And Tape For Paint Projects
<b>25157</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>7308 SiteCrafting Inc</b>	<b>99.00</b>	<b>Monthly Hosting CityofFircrest.net - Aug 2021</b>
	518 81 41 02 Web Design & Maintenanc		001 000 518 General Fund	99.00	Monthly Hosting CityofFircrest.net - Aug 2021
<b>25158</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>4065 Smith, Alling, P.S.</b>	<b>150.00</b>	<b>Judge Pro Tempore 8/18/21 (3 Hrs)</b>
	512 50 41 02 Prof Srvs - Pro Temp Judge		001 000 512 General Fund	150.00	Judge Pro Tempore 8/18/21 (3 Hrs)
<b>25159</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>4065 Smith, Alling, P.S.</b>	<b>100.00</b>	<b>Judge Pro Tempore 8/19/21 (2 Hrs)</b>
	512 50 41 02 Prof Srvs - Pro Temp Judge		001 000 512 General Fund	100.00	Judge Pro Tempore 8/19/21 (2 Hrs)
			Total Smith, Alling, P.S.	250.00	
<b>25171</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>7873 Soran, Christopher</b>	<b>220.00</b>	<b>Claim For Damages - C Soran - 1430 Boise St</b>
	518 30 46 01 Insurance Deductible		001 000 518 General Fund	220.00	Claim For Damages - C Soran - 1430 Boise St
<b>25194</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>4690 Sound Inspections</b>	<b>1,229.34</b>	<b>Inspections, Mileage, And Calls - Aug 2021</b>

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524 20 41 01	Bldg Inspec/Plan Review		001 000 524 General Fund	1,229.34	Inspections, Mileage, And Calls - Aug 2021
<b>25181</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>4084</b>		<b>Staples Business Advantage</b>
				<b>12.05</b>	<b>Central Supplies</b>
518 10 34 01	Central Office Supplies		001 000 518 General Fund	12.05	Central Supplies
<b>25182</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>4084</b>		<b>Staples Business Advantage</b>
				<b>11.72</b>	<b>Central Supplies</b>
518 10 34 01	Central Office Supplies		001 000 518 General Fund	11.72	Central Supplies
<b>25183</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>4084</b>		<b>Staples Business Advantage</b>
				<b>43.95</b>	<b>Central Supplies</b>
518 10 34 01	Central Office Supplies		001 000 518 General Fund	43.95	Central Supplies
<b>25184</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>4084</b>		<b>Staples Business Advantage</b>
				<b>24.55</b>	<b>Office Supplies - Rec</b>
571 10 31 00	Office Supplies - Rec		001 000 571 General Fund	24.55	Office Supplies - Rec
<b>25185</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>4084</b>		<b>Staples Business Advantage</b>
				<b>66.81</b>	<b>Office Supplies - Police, Parks/Rec, Central Supplies</b>
518 10 34 01	Central Office Supplies		001 000 518 General Fund	29.57	Central Supplies
521 22 31 00	Office & Oper Sup - Police		001 000 521 General Fund	28.03	Office Supplies - Police
571 10 31 00	Office Supplies - Rec		001 000 571 General Fund	9.21	Office Supplies - Parks/Rec
			Total Staples Business Advantage	159.08	
<b>25203</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>2060</b>		<b>Stenseng, Bjorn</b>
				<b>29.50</b>	<b>Library Reimbursement - 1/2 Year</b>
572 21 49 00	Library Services		001 000 572 General Fund	29.50	Library Reimbursement - 1/2 Year
<b>25174</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>9319</b>		<b>StreetScan</b>
				<b>2,700.00</b>	<b>2021 Annual Pavement Asset Mgmt Prof Svcs &amp; Annual Data Mgmt</b>
542 30 41 00	Prof Svcs - Street		101 000 542 City Street Fund	2,700.00	2021 Annual Pavement Asset Mgmt Prof Svcs & Annual Data Mgmt
<b>25230</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>4097</b>		<b>Streun, Gregor</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>25204</b>	<b>09/07/2021</b>	<b>09/14/2021</b>	<b>1030</b>		<b>Stupachenko, Yelyzaveta</b>
				<b>2.67</b>	<b>01-00250.2 - 333 HARVARD AVE</b>
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-0.59	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-0.64	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-1.44	
<b>25161</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>4107</b>		<b>Summit Law Group</b>
				<b>899.00</b>	<b>Legal Consulting - July 2021</b>
531 50 41 00	Prof Svcs - Storm		415 000 531 Storm Drain	224.75	Legal Consulting - July 2021

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534 10 41 00	Prof Svcs - Water		425 000 534 Water Fund (de	224.75	Legal Consulting - July 2021
535 10 41 00	Prof Svcs - Sewer		430 000 535 Sewer Fund (de	224.75	Legal Consulting - July 2021
542 30 41 00	Prof Svcs - Street		101 000 542 City Street Fun	224.75	Legal Consulting - July 2021
<b>25179</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>4110 Superior Linen Service</b>	<b>96.22</b>	<b>Linen Service - Aug 2021</b>
576 20 49 02	Miscellaneous - Pool		001 000 576 General Fund	96.22	Linen Service - Aug 2021
<b>25160</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>4328 Systems for Public Safety Inc</b>	<b>1,426.98</b>	<b>Replace Rear Brakes, Tires &amp; LOF - 2016 Ford #60452D</b>
548 65 48 08	O & M - Police		501 000 548 Equipment Ren	1,426.98	Replace Rear Brakes, Tires & LOF - 2016 Ford #60452D
<b>25193</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>4120 Tacoma Daily Index</b>	<b>44.69</b>	<b>Public Hearing - Water System Plan</b>
511 60 41 01	Advertising - Legislative		001 000 511 General Fund	44.69	Public Hearing - Water System Plan
<b>25172</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>4133 Tacoma Rubber Stamp</b>	<b>22.98</b>	<b>Name Plate - Samantha Olivarez Court Administrator</b>
512 50 35 00	Small Tools & Equip-Cour		001 000 512 General Fund	22.98	Name Plate - Samantha Olivarez Court Administrator
<b>25162</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>4135 Tacoma Screw Products Inc</b>	<b>25.60</b>	<b>Street Sign Installation Parts</b>
542 30 31 02	Oper Supplies - Street Reg		101 000 542 City Street Fun	25.60	Street Sign Installation Parts
<b>25163</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>4135 Tacoma Screw Products Inc</b>	<b>12.09</b>	<b>Street Sign Installation Parts</b>
542 30 31 02	Oper Supplies - Street Reg		101 000 542 City Street Fun	12.09	Street Sign Installation Parts
			Total Tacoma Screw Products Inc	37.69	
<b>25228</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>6950 Tacoma Trophy</b>	<b>462.86</b>	<b>P#64 Bench Plaques For Capital Campaign (6)</b>
594 76 62 03	Buildings & Structures		301 000 594 Park Bond Capi	462.86	P#64 Bench Plaques For Capital Campaign (6)
<b>25217</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>4322 Tacoma, City of - POWER</b>	<b>5,282.04</b>	<b>Power Various Locations - Aug 2021</b>
534 80 47 01	Utility Services/Pumping		425 000 534 Water Fund (de	2,507.56	PW Wells 6, 7, 8, Hi/Lo Tank, WV Booster
535 80 47 01	Utility Services/Pumping		430 000 535 Sewer Fund (de	487.91	PW Pump 3, And Liftstations
542 30 47 03	Electricity/Traffic Lights		101 000 542 City Street Fun	82.28	Traffic Control/Signals - Aug 2021
542 63 47 00	Electricity/Street Lights		101 000 542 City Street Fun	11.18	Street Lights - Aug 2021
576 20 47 00	Public Utility Services - Po		001 000 576 General Fund	2,193.11	Pool/Bathhouse Power - Aug 2021
<b>25200</b>	<b>09/02/2021</b>	<b>09/14/2021</b>	<b>6568 Terefenko, Sonny</b>	<b>214.48</b>	<b>12-01100.6 - 4909 63RD AVE W</b>
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-214.48	
<b>25218</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>9806 Thomas, Diane</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>25164</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>6749</b>	<b>Tri-Tec Communications Inc</b>	<b>126.50</b>	<b>Service Call - 8/17/21</b>
518 81 41 01	Prof Svcs - I/S		001 000 518 General Fund	126.50	Service Call - 8/17/21	
<b>25213</b>	<b>09/08/2021</b>	<b>09/14/2021</b>	<b>8352</b>	<b>Tweet, Timothy</b>	<b>33.02</b>	<b>02-02920.5 - 510 VASSAR ST</b>
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-10.64		
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-11.33		
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-11.05		
<b>25245</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>5934</b>	<b>US Bank, City Hall Account</b>	<b>1,194.00</b>	<b>P Card Purchases Through 8/25/21</b>
511 60 31 00	Office & Oper Sup - Legis		001 000 511 General Fund	132.00	Docusign Annual Service 7/29/21-7/28/22 (Covid	
511 60 35 00	Small Tools & Equip - Leg		001 000 511 General Fund	39.60	Zoom Monthly Charge 7/31-8/30/21 (Covid19)	
511 60 35 00	Small Tools & Equip - Leg		001 000 511 General Fund	344.00	Soniclear	
511 60 35 00	Small Tools & Equip - Leg		001 000 511 General Fund	50.16	Logitech Speakers	
511 60 35 00	Small Tools & Equip - Leg		001 000 511 General Fund	41.80	TRS Balanced Interconnect Cable	
512 50 41 05	Recording Software Service		001 000 512 General Fund	158.83	Soundcloud Auto Renewal 7/2021-7/2022	
514 23 31 00	Office & Oper Sup-Finance		001 000 514 General Fund	16.49	Toner Cartridge For Canon 126	
514 23 49 01	Reg & Tuition - Finance		001 000 514 General Fund	50.00	Municipal Budget & Fiscal Mgmt - C Corcoran	
518 10 42 01	Postage - Non-Dept		001 000 518 General Fund	7.95	Passport Postage	
518 10 42 01	Postage - Non-Dept		001 000 518 General Fund	159.00	Passport Postage	
518 10 49 00	Miscellaneous - Non-Dept		001 000 518 General Fund	27.93	Cooling Station Snacks For 8/12-8/14 Heatwave	
518 81 41 02	Web Design & Maintenanc		001 000 518 General Fund	23.29	GoDaddy Annual Charge	
524 20 31 00	Office & Oper Sup-Bldg		001 000 524 General Fund	18.00	ArcGis Online Service Credits (1000)	
524 20 35 00	Small Tools & Equip - Bldg		001 000 524 General Fund	16.47	Self Inking Date Stamp	
531 50 31 01	Office Supplies - Storm		415 000 531 Storm Drain	18.00	ArcGis Online Service Credits (1000)	
534 10 31 00	Office Supplies - Water		425 000 534 Water Fund (de	18.00	ArcGis Online Service Credits (1000)	
535 10 31 00	Office Supplies - Swr Adm		430 000 535 Sewer Fund (de	18.00	ArcGis Online Service Credits (1000)	
542 30 31 01	Office Supplies - Street Re		101 000 542 City Street Fun	19.00	ArcGis Online Service Credits (1000)	
558 60 31 00	Office & Oper Sup-Plan		001 000 558 General Fund	19.00	ArcGis Online Service Credits (1000)	
558 60 35 00	Small Tools & Equip - Plar		001 000 558 General Fund	16.48	Self Inking Date Stamp	
<b>25240</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>8482</b>	<b>US Bank, Police Department Account</b>	<b>176.00</b>	<b>P Card Purchases Through 8/25/21</b>
521 22 31 00	Office & Oper Sup - Police		001 000 521 General Fund	22.00	When I Work - Schedule Software (10 Users)	
521 22 49 07	Community Outreach		001 000 521 General Fund	154.00	Officer Photos For Community Outreach Program	
<b>25241</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>8484</b>	<b>US Bank, Recreation Dept Account</b>	<b>1,453.79</b>	<b>P Card Purchases Through 8/25/21</b>
573 90 49 01	Community Events		001 000 573 General Fund	26.39	Inflatable Beach Balls For Pool Party Event	
573 90 49 01	Community Events		001 000 573 General Fund	60.65	Honeywell Garbage Can For Pool	
573 90 49 01	Community Events		001 000 573 General Fund	58.40	Hawaiian Decorations/supplies For Pool Party	
573 90 49 01	Community Events		001 000 573 General Fund	97.85	Party City Supplies For Pool Party	

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573 90 49 01	Community Events		001 000 573 General Fund	56.54	Bunch O Balloons For Market Concert & Picnic	
573 90 49 01	Community Events		001 000 573 General Fund	645.00	Market & Movie Night Movie Rental Charge	
573 90 49 01	Community Events		001 000 573 General Fund	3.07	Ace Hardware - Story Walk Event	
573 90 49 01	Community Events		001 000 573 General Fund	13.58	Lemonade For DD Dance	
573 90 49 01	Community Events		001 000 573 General Fund	57.88	Bunch O Balloons - Movie In The Park Event	
573 90 49 01	Community Events		001 000 573 General Fund	330.00	Hand Washing Station For Movie/Market Event	
576 80 31 01	Janitorial Supplies - Parks		001 000 576 General Fund	21.93	Oreck Orbiter Brush	
594 76 62 03	Buildings & Structures		301 000 594 Park Bond Capi	82.50	DryBox Monthly Rental - 8/2021	
<b>25165</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>4178</b>	<b>University Place Refuse Inc</b>	<b>236.25</b>	<b>Drop Box Rental (Vegetation Streets) - July 2021</b>
542 30 47 01	Dumping Fees - Street		101 000 542 City Street Fun	236.25	Drop Box Rental (Vegetation Streets) - July 2021	
<b>25207</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>9253</b>	<b>University Place Tire &amp; Auto</b>	<b>1,007.01</b>	<b>New Tires For PW Truck #63581D - 2017 Chevy Silverado</b>
548 65 48 14	O & M - Wtr/Swr		501 000 548 Equipment Ren	1,007.01	New Tires For PW Truck #63581D - 2017 Chevy Silverado	
<b>25208</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>9253</b>	<b>University Place Tire &amp; Auto</b>	<b>61.61</b>	<b>LOF - 2020 Jeep Compass #71532D</b>
548 65 48 14	O & M - Wtr/Swr		501 000 548 Equipment Ren	61.61	LOF - 2020 Jeep Compass #71532D	
			Total University Place Tire & Auto	1,068.62		
<b>25166</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>4179</b>	<b>Unum Life Insurance Company of America</b>	<b>46.80</b>	<b>Retired Benefits - Sept 2021</b>
521 22 20 02	LEOFF I Long Term Care		001 000 521 General Fund	46.80	Retired Benefits - Sept 2021	
<b>25227</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>4180</b>	<b>Utilities Underground</b>	<b>39.03</b>	<b>Locates - Aug 2021</b>
534 10 49 00	Miscellaneous - Water		425 000 534 Water Fund (de	19.51	Locates - Aug 2021	
535 10 49 00	Miscellaneous - Sewer		430 000 535 Sewer Fund (de	19.52	Locates - Aug 2021	
<b>25177</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>339</b>	<b>Villamor, John</b>	<b>23.39</b>	<b>Totes (2) Used For Storage In Patrol Vehicle 71536D - Killian</b>
521 22 31 00	Office & Oper Sup - Police		001 000 521 General Fund	23.39	Totes (2) Used For Storage In Patrol Vehicle 71536D - Killian	
<b>25178</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>339</b>	<b>Villamor, John</b>	<b>8.64</b>	<b>HDMI Projector Adapter For Police Dept</b>
521 22 31 00	Office & Oper Sup - Police		001 000 521 General Fund	8.64	HDMI Projector Adapter For Police Dept	
			Total Villamor, John	32.03		
<b>25192</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>3645</b>	<b>WEX BANK, Wright Express FSC</b>	<b>889.05</b>	<b>Gas/Fuel - Aug 2021</b>

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548 65 31 08	Police Gas		501 000 548 Equipment Ren	889.05	Gas/Fuel - Aug 2021
<b>25201</b>	<b>09/02/2021</b>	<b>09/14/2021</b>	<b>3010 Yamashita, Ruth M.</b>	<b>64.23</b>	<b>07-00101.1 - 1505 COTTONWOOD AVE</b>
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-18.80	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-18.07	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-27.36	
<b>25254</b>	<b>09/14/2021</b>	<b>09/14/2021</b>	<b>4273 Zumar Industries Inc</b>	<b>302.50</b>	<b>"Angle Parking Only" Signs - Lower Business District</b>
542 30 31 02	Oper Supplies - Street Reg		101 000 542 City Street Fun	302.50	"Angle Parking Only" Signs - Lower Business District

Report Total: 131,596.00

Fund

001 General Fund	45,125.85
101 City Street Fund	7,729.65
301 Park Bond Capital Fund	9,836.86
415 Storm Drain	565.14
425 Water Fund (department)	58,304.61
430 Sewer Fund (department)	2,108.15
501 Equipment Rental Fund	7,925.74

This report has been reviewed by:

REMARKS:

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

\_\_\_\_\_  
Date

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

Mayor Pro Tem Wittner called the regular meeting to order at 7:02 P.M. and led the Pledge of Allegiance. Councilmembers David M Viafore, Shannon Reynolds, Mayor George, and Marc Rieke were present. Councilmember Denny Waltier and Joe Barrentine were absent and excused.

**PRESIDING OFFICER’S REPORT**

**A. Community Center Project Report**

Director Grover reported that the construction of the Community Center remains on schedule.

**CITY MANAGER COMMENTS**

Pingel reported that staff will be transferring funds for the interfund loan from the cumulative reserves to the park bond fund. The 3-year loan will be effective September 1, 2021 and will have an interest rate of .5%. Pingel reported that staff intends to have in-person meetings starting on September 14, 2021. There was a brief discussion about holding off on reopening the meetings due to the cases continuing to climb.

**DEPARTMENT HEAD COMMENTS**

- Police Chief Cheesman reported that the Police Department and the Public Works Department have been working together on the parking issues around the pool area and curb painting will be taking place over the next couple of days.
- Director Bemis reported that there will be water main repair at the 200 block of Contra Costa, and it should be wrapped up tomorrow.
- Director Westman reported that the new Passport Specialist has started, and the staff is working through the hiring process for the Permit Coordinator position. Lastly, staff continues to work with the Tacoma School District on the tree replacements.

**COUNCILMEMBER COMMENTS**

- Reynolds reported that hospitals are reaching capacity and we recorded the worst day for Covid-19 cases in the County. Reynolds stated that we are moving in the wrong direction and asked that people get vaccinated.

Councilmember Barrentine joined the meeting at 7:15 pm.

- Rieke thanked the staff for the great community programming and for cleaning up the Whittier trails. Lastly, Rieke thanked the staff for addressing the Contra Costa parking and asked that staff investigate parking issues on Electron near the construction site.
- Wittner reported that today is his birthday.
- George wished Mayor Pro Tem Wittner a happy birthday and reported that the census data report has been released. He asked staff for a breakdown of how the City has changed in the past 10 years. George reported that park departments are getting creative with outdoor events to encourage masks and social distancing. George reported that Metro Parks upgraded their A/V systems for a fraction of the quote staff received and that he will be sending the specs to the City Manager to review. Lastly, George thanked long-term City Attorney Michael B. Smith for his service to the City of the past 38 years and wished him well.

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

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

- Brian Rybolt, 1036 Daniels Drive, commented that he is concerned about the cold storage fire that occurred in Puyallup and how a similar incident could significantly impact Fircrest.

Chief Cheesman reported that the cause of the fire is under investigation, but he will reach out to Tacoma Fire to get the conversation started.

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

### **A. Parks & Recreation**

No report was provided.

### **B. Pierce County Regional Council**

Reynolds reported that PCRC is on summer break for August.

### **C. Public Safety, Courts**

Reynolds reported that the Police Department has started utilizing a new scheduling software and we do expect to be impacted by the Covid-19 outbreak at the Pierce County Jail.

### **D. Street, Water, Sewer, and Storm Drain**

Waltier was absent.

### **E. Other Liaison Reports**

There were none provided.

## **CONSENT CALENDAR**

George requested the City Clerk read the Consent Calendar: approval of Voucher No. 216860 through Voucher Check No. 216923 in the amount of \$2,121,471.02; approval of payroll electronic funds transfer in the amount of \$155,302.37; approval of the August 10, 2021, Regular meeting minutes; approval of the August 16, 2021, Study Session minutes. **George MOVED to approve the Consent Calendar as read; seconded by Viafore. The Motion Carried (6-0).**

## **PUBLIC HEARING**

### **A. To receive comments on the Water System Plan**

At 7:32 P.M., Wittner opened the public hearing. Public Works Director Bemis briefed the Council on the Water System Plan, stating that it is a planning document that is used to identify projects and funding. If approved by the Department of Health the Water System Plan is approved for 10 years. Wittner invited councilmember comments; George asked if the financial analysis included ARPA funds. Bemis reported that the allocated ARPA funds have been designated for the Water Meter Upgrade & Replacement project. Pingel reported that \$500,000 was included in the financial analysis to go towards Water capital projects. Wittner invited public testimony; no testimony was provided. At 7:37 P.M., Wittner closed the public hearing.

## **UNFINISHED BUSINESS**

There was none.

## **NEW BUSINESS**

### **A. Resolution No 1721: Professional Services Agreement with Kenyon Disend, PLLC**



Pingel reported that the City received three submissions and staff interviewed two firms. Kenyon Disend has many years of experience with municipal governments and will be an asset to the City. **George MOVED to adopt Resolution No. 1721 authorizing the City Manager to execute a professional services agreement with Kenyon Disend, PLLC for City Attorney services; seconded by Rieke.** Wittner invited councilmember comment; There was discussion regarding concern for travel costs for Council meetings and being excited to work with Kenyon Disend. Hillary J. Evans addressed the Council and indicated that she is excited to work with the City. Wittner invited public comment; none were provided. **The Motion Carried (6-0).**

**B. Resolution No. 1722: Professional Services Agreement with Eric F. Schacht for City Prosecutor Services**

City Manager Pingel reported that initially staff was going to contract with Eric F. Schacht but due to insurance requirements, the staff made the change to contract with Mr. Schacht's law firm, Ledger Square. **Wittner MOVED to adopt Resolution No. 1722, authorizing the City Manager to execute a professional services agreement with Eric F. Schacht for City Prosecutor Services; seconded by Barrentine.**

**George MOVED to amend the motion and Resolution No. 1722 to authorize the City Manager to execute a professional services agreement with Ledger Square Law, P.S. for City Prosecutor Services; seconded by Viafore.** Wittner invited Councilmember comment; there were discussions regarding working with our court participants and continuing the practice of treating those we serve fairly. Mr. Schacht addressed the Council and is excited to work with the City. Wittner invited public comment; none were provided. **The Motion Carried (6-0).**

**C. Resolution No. 1723: Approval of the Transportation Improvement Plan.**

Director Bemis reported stating that it is a planning document that is used to identify projects and funding. Future grant-eligible projects must be in the TIP to be eligible for funding. **George MOVED to adopt Resolution No. 1723, approving the City of Fircrest's 6-year Transportation Improvement Program for the period of 2022-2027; seconded by Barrentine.** Wittner invited councilmember comment; George would like to see sidewalks along 44<sup>th</sup> and asked for us to investigate partnering with University Place to address the lack of sidewalks. Wittner invited public comment; none were provided. **The Motion Carried (6-0).**

**CALL FOR FINAL COMMENTS**

Viafore thanked City Attorney Michael B. Smith for his dedication and years of service to our City. Mr. Smith always put Fircrest first, and the new attorneys have big shoes to fill.

**EXECUTIVE SESSION**

**A.** At 8:01 P.M. Wittner reported that the Council would take a five-minute recess and convene into Executive Session, not to exceed 15 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) Wittner invited City Manager Pingel to join the Executive Session.

At 8:23 P.M., the Council reconvened into regular session.

**ADJOURNMENT**

**Reynolds MOVED to adjourn the meeting at 8:25 P.M., seconded by Viafore. The Motion Carried (6-0).**

AUGUST 24, 2021

FIRCREST CITY COUNCIL MEETING MINUTES – REGULAR 4

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Brett L. Wittner, Mayor Pro Tem

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Jayne Westman, City Clerk

## FIRCREST CITY COUNCIL AGENDA SUMMARY

**NEW BUSINESS:**        **Interlocal Agreement with the City of Tacoma**  
**ITEM: 13C**

**FROM:**                **Tyler Bemis, Public Works Director**

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**RECOMMENDED MOTION:**    **I move to adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute an Interlocal Agreement with the City of Tacoma for future maintenance needs within the Tacoma Holding Basin.**

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**PROPOSAL:** The Council is being asked to authorize the City Manager to execute an Interlocal Agreement with the City of Tacoma for future maintenance needs within the Tacoma Holding Basin. The premise of this ILA establishes an approved buffer within the security fence of the Basin that allows for certain types of activities in accordance with the City's NPDES permit.

**FISCAL IMPACT:** There is no fiscal impact.

**ADVANTAGE:** This agreement will promote continued open communication between agencies. It will also reduce the potential for risk, due to lack of communication, by keeping all stakeholders informed on current/future projects and needs of the Basin.

**DISADVANTAGES:** None.

**ALTERNATIVES:** None.

**HISTORY:** The Tacoma Holding Basin is home to 6 of the 11 City of Fircrest stormwater outfalls. In years past work has been performed within the Basin without proper notification to vested stakeholders. It is not often that outfall maintenance is needed, typical activities would be inspection or clearing of blockages and trimming of vegetation. The Basin is a sensitive area as it is the head waters of Leach Creek.

**ATTACHMENTS:** [Resolution Agreement Exhibit B Restrictive Covenant](#)

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, AUTHORIZING THE CITY  
MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT  
WITH THE CITY OF TACOMA FOR FUTURE MAINTENANCE  
NEEDS WITHIN THE TACOMA HOLDING BASIN.**

**WHEREAS,** The City of Fircrest Public Works Department continues to advance towards open communication and transparency; and

**WHEREAS,** The City of Fircrest Public Works Department and City of Tacoma Staff have communicated, compiled, and agreed upon the necessary language to identify compliance, maintenance, and communication needs of the Basin; and

**WHEREAS,** Through this Interlocal Agreement both Cities will mitigate future potential risk for noncompliance. Additionally, increased communication with surrounding agencies will strengthen relationships and utilization of resources.

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

**Section 1.** The City Manager is hereby authorized and directed to execute an Interlocal Agreement with the City of Tacoma for future maintenance needs of the Tacoma Holding Basin.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON,** at a regular meeting thereof this 24th day of August 2021.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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**INTERLOCAL AGREEMENT  
BETWEEN  
CITY OF FIRCREST AND CITY OF TACOMA  
FOR  
LEACH CREEK HOLDING BASIN**

THIS INTERLOCAL AGREEMENT (**Agreement**) is made and entered into this day by and between the CITY OF TACOMA ("**Tacoma**") and the CITY OF FIRCREST ("**Fircrest**") this 29th day of June, 2021 (**Effective Date**) for the purposes set forth herein. Tacoma and Fircrest may be individually referred to as "Party" and collectively referred to as "Parties".

**RECITALS**

- A. Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes agreements between jurisdictions.
- B. Tacoma is a Washington state municipal corporation operating as a first class charter city under the laws of the state of Washington and is authorized to enter into interlocal agreements pursuant to Chapter 39.34 RCW.
- C. Fircrest is a Washington state municipal corporation operating as code city under the laws of the state of Washington and is authorized to enter into interlocal agreements pursuant to Chapter 39.34 RCW.
- D. Tacoma is the sole owner in fees simple of real property known and referred to as the Leach Creek Holding Basin (the "**Property**" or "**Leach Creek Holding Basin**") located in Tacoma, Washington legally described on **Exhibit A** (legal description) attached hereto, and depicted on **Exhibit B** (depiction of Fircrest Outfalls) attached hereto. The Property covers 31.81 acres comprised of 16.06 acres of Category I forested wetland, and 15.75 acres of adjacent buffer (150-foot wide), that possesses natural, open space, and ecological values.
- E. The Property is currently undeveloped except to the extent that it has been improved by Tacoma for use as a stormwater flow control facility and water quality treatment (**Stormwater Use**) for stormwater collected in the City of Tacoma and discharged to the Leach Creek Holding Basin Preservation Area.
- F. The Property is subject to a restrictive covenant, recorded under Pierce County Auditor's Recording No. A-1143 (the "**Restrictive Covenant**"), for the benefit of the State of Washington Department of Ecology (**Ecology**) and the United States Army Corps of Engineers (**USACE**), to ensure that the Property, subject to the Stormwater Use, will be retained forever in an otherwise undeveloped open space

condition and to prevent any Property use not consistent with the terms and conditions of the Restrictive Covenant.

- G. Fircrest is located almost entirely in the Leach Creek Drainage basin. Fircrest collects stormwater through its municipal separate storm sewer system for discharge to the Leach Creek Holding Basin. Fircrest owns, operates and maintains as part of its storm sewer utility, six outfalls between 12” and 24” in diameter (**Fircrest Outfalls**) that discharge a portion of stormwater collected in Fircrest directly to the Leach Creek Holding Basin. The Fircrest Outfalls are depicted on Exhibit B. Each of the Fircrest Outfalls are located in part, in, on or upon the Property.
- H. Tacoma and Fircrest desire to enter into this agreement to, among other things, provide a grant of access to the Property for Fircrest’s maintenance and operation of the Fircrest Outfalls and to ensure Fircrest’s activities on the Property are in conformance with the Restrictive Covenant, Fircrest’s, stormwater NPDES permit, and applicable federal, state and local laws.

**NOW, THEREFORE**, it is agreed by and between the parties as follows:

1. **PURPOSE.** The purposes of this Agreement are set forth in the recitals above which are incorporated herein by this reference as though fully set forth herein.
2. **TERM AND TERMINATION.** The term of this Agreement shall be indefinite, and this Agreement shall continue from year to year until terminated by notice of termination, in writing, given by one Party to the other. Notice of termination must be given to the other Party no less than one hundred and eighty (180) days prior to the termination date.
3. **GRANT OF ACCESS.** Tacoma grants to Fircrest a non-exclusive limited right of access to and use of the Property for the purpose of maintenance, operation and repair of the Fircrest Outfalls, subject to the terms and conditions hereof. Such rights are subject to the continuing right of Tacoma to use the Property for Stormwater uses, the terms and conditions of the Restrictive Covenant, and the rights of Ecology and USACE under the Restrictive Covenant.
4. **OBLIGATIONS OF FIRCREST.** Fircrest agrees to the following:
  - 4.1 Compliance with Stormwater NPDES Permit. Fircrest agrees to maintain and operate its storm sewer utility in compliance with its stormwater NPDES permit and to enforce Fircrest’s stormwater/water quality regulations to protect against illicit discharges to the Leach Creek Holding Basin.
  - 4.2 Compliance with Restrictive Covenant. Fircrest agrees that its activities, and the activities of its officials, employees, agents, volunteers and contractors, upon the Property are subject to and will conform to and be consistent with the Restrictive Covenant, that it will not engage in activities or uses, or permit

other persons to engage in activities or uses, prohibited under the Restrictive Covenant, that it is subject to the rights of the Beneficiaries under the Restrictive Covenant, in particular the right under Section 3(d) to prevent any activity on or use of the property inconsistent with the Restrictive Covenant, and that its compliance with the Restrictive Covenant will be at its sole cost and expense.

- 4.3 Maintenance of Fircrest Outfalls. Fircrest agrees to routine inspection and cleaning of the Fircrest Outfalls, to maintain the Fircrest Outfalls in good condition and repair, and to promptly repair any damage or defects to the Fircrest Outfalls following discovery of such damage or defects, all in conformance with the terms and conditions of the Restrictive Covenant. Fircrest will maintain records of inspection and maintenance of the Fircrest Outfalls and agrees to provide such records to Tacoma promptly upon request.
- 4.4 Notice. Fircrest agrees to provide notice to Tacoma, Ecology, and the USACE prior to conducting any activities upon or new uses of the Property. Such notice shall conform to the requirements of Section 11(a) of the Restrictive Covenant and shall afford Tacoma, Ecology and the USACE sufficient time to review the description of the proposed activity to determine if the proposed activity is designed and carried out in a manner consistent with the purpose, terms and conditions of the Restrictive Covenant. In the event of an emergency involving the imminent threat of harm to persons or property that necessitates Fircrest's access to a Fircrest Outfall, Fircrest agrees to provide notice to Tacoma as soon as practical, and in conformance with established emergency procedures, and shall propose only the minimum work necessary to address the emergency.
- 4.5 Alterations, Modifications and Construction. In the event that Fircrest proposes alterations or modifications to an existing Fircrest Outfall or construction of a new or replacement outfall, such proposal shall be subject to review and approval of the City of Tacoma, Ecology and USACE, shall comply with applicable provisions of the Tacoma Municipal Code, federal and state law and regulations, including permit requirements, shall be consistent with uses and activities authorized under the Restrictive Covenant, shall not interfere with the uses of the Property by the City of Tacoma, and shall be subject to the right of the Beneficiaries under section 3(d) of the Restrictive Covenant to prevent any activity or use of the Property that is inconsistent with the purpose of the Restrictive Covenant and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.
- 5. REVIEW.** Tacoma and Fircrest agree to periodically review the effectiveness of this Agreement no less frequently than every five years following the Effective Date as set forth above.



- 6. NOTICES.** Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses, or such other addresses and representatives as the Parties may designate in writing from time to time:

<b>TACOMA</b>	<b>FIRCREST</b>
Division Manager Science & Engineering Division Environmental Services 326 East D Street Tacoma, WA 98421	Public Works Director Public Works 120 Ramsdell Street Fircrest, WA 98466
Phone: 253-591-5588	Phone: 253-564-8900
E-mail: jburk@cityoftacoma.org	E-mail: tbemis@cityoffircrest.net

**7. INDEMNITY AND RELEASE.**

- 7.1 To the maximum extent permitted by law, Tacoma and Fircrest shall defend, indemnify and hold harmless the other Party, and its officers, officials, employees, contractors and agents, from any and all claims, demands, suits, actions, fines, penalties and liability of any kind (collectively “Liabilities”), including injuries to persons or damages to property, which arise out of or are related to any negligent acts, errors, omissions of the indemnifying party and its officers, officials, employees, contractors and agents in performing obligations under this Agreement, including by way of example and not limitation, compliance with the Restrictive Covenant. However, if any such damages and injuries to persons or property are caused by or result from the concurrent negligence of Tacoma or its officers, officials, employees, contractors and agents, and Fircrest or its officers, officials, employees, contractors, and agents, each Party's obligation hereunder applies only to the extent of the negligence of such Party or its officers, officials, employees, contractors or agents.
- 7.2 The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Industrial Insurance, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated.
- 7.3 In the event that any suit based on such a claim, demand, suit, action, fine, penalty or liability is brought against either Party, each Party retains the right to participate in said suit if any principle of public law is involved.

8. **AMENDMENTS.** This Agreement may be amended at any time by the mutual written consent of Tacoma and Fircrest.
9. **FINANCING.** Each party will bear its own cost of performing under this Agreement.
10. **JOINT BOARD.** There will be no joint board created to administer this Agreement.
11. **NO SEPARATE LEGAL ENTITY.** It is not the intention of Tacoma or Fircrest, nor shall this Agreement be interpreted, to create a separate legal entity for the performance of this Agreement. Tacoma shall remain responsible for administering its obligations under this Agreement and Fircrest shall be responsible for administering its obligations under this Agreement. The Parties shall have no obligation to provide any labor, services, equipment or materials to the other Party in connection with this Agreement.
12. **PROPERTY.** No property will be acquired or held pursuant to this Agreement.
13. **FILING AND AUTHORITY.** By the signatures of their authorized representatives below, Tacoma and Fircrest confirm that they approve of and are authorized to enter into this Agreement pursuant to RCW Chapter 39.34. A copy of this Agreement shall be listed by subject on each Party's web site or other electronically retrievable public source.
14. **FAILURE TO COMPLY.** In the event either of the Parties defaults on the performance of any terms of this Agreement, or either Party places the enforcement of this Agreement in the hands of an attorney, or is required to file a judicial or administrative appeal, or files a lawsuit, the prevailing party shall be entitled to be reimbursed its reasonable attorney's fees, costs and expenses.
15. **GENERAL PROVISIONS.** This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreement shall be effective for any purpose. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
16. **GOVERNING LAW AND VENUE.** Washington law shall govern the interpretation of this Agreement. Pierce County shall be the venue of any mediation, arbitration, or litigation arising out of this Agreement.
17. **EXECUTION IN COUNTERPARTS.** This Agreement, and any amendments thereto, may be executed in counterparts, each of which shall constitute an original, but all of which together constitute a single agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

**TACOMA**

**FIRCREST**

\_\_\_\_\_  
Elizabeth A. Pauli,  
City Manager

\_\_\_\_\_  
Scott Pingel,  
City Manager

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

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

Attest:

\_\_\_\_\_  
Michael P. Slevin, III, P.E.,  
Environmental Services Director

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

Attest:

Approved as to form:

\_\_\_\_\_  
Doris Sorum,  
City Clerk

\_\_\_\_\_  
NAME HERE,  
City Attorney

Approved as to form:

\_\_\_\_\_  
Christopher D. Bacha,  
Chief Deputy City Attorney

Exhibit A – Legal Description of Property  
Exhibit B – Depiction of Fircrest Outfalls

## EXHIBIT A

### *(Legal Description of Property)*

A portion of the North Half of the Northeast Quarter of Section 14, Township 20 North, Range 2 East of the W.M. lying in the Plat called The Keystone Addition to the City of Tacoma W.T., recorded March 1, 1889 in Volume 2 at page 146 of plat records of Pierce County Auditor, also known as the Leach Creek Holding Basin;

A Wetlands Buffer Area and a Wetlands Preservation Area 150 feet inside the Wetlands Buffer Area more particularly described as follows;

#### **Wetland Buffer Area**

Commencing at the monumented Northeast Corner of the Northeast Quarter of said section;

Thence along the monumented north line of said section North 89°06'04" West a distance of 1088.40 feet to the True Point of Beginning;

Thence South 00°54'53" West a distance of 385.00 feet;

Thence South 89°06'15" East a distance of 459.01 feet;

Thence South 00°54'49" West a distance of 551.71 feet;

Thence South 69°10'15" West a distance of 637.52 feet;

Thence North 89°05'31" West a distance of 478.81 feet;

Thence North 00°54'47" East a distance of 187.53 feet;

Thence North 89°06'29" West a distance of 305.93 feet;

Thence North 00°54'30" East a distance of 325.04 feet;

Thence North 89°06'23" West a distance of 119.95;

Thence North 00°54'15" East a distance of 615.10 feet;

Thence South 89°06'04" East a distance of 136.99 feet;

Thence North 00°53'56" East a distance of 45.00 feet plus or minus to the North line of said section;

Thence along the North line of said section South 89°06'04" East a distance of 901.02 plus or minus to the Point of Beginning.

Situate in County of Pierce, State of Washington.

## **Wetland Preservation Area**

Commencing at the monumented Northeast Corner of the Northeast Quarter of said section;

Thence along the monumented north line of said section, North 89°06'04" West a distance of 1,238.40 feet;

Thence South 00°54'53" West a distance of 150.00 feet to the True Point of Beginning, point being a 150.00 offset inside the Wetland Buffer Area;

Thence continuing South 00°54'53" West a distance of 385.01 feet;

Thence South 89°06'15" East a distance of 459.01 feet;

Thence South 00°54'49" West a distance of 300.00 feet;

Thence South 69°10'15" West a distance of 507.06 feet;

Thence North 89°05'31" West a distance of 300.00 feet;

Thence North 00°54'47" East a distance of 187.57 feet;

Thence North 89°06'29" West a distance of 305.94 feet;

Thence North 00°54'30" East a distance of 325.04 feet;

Thence North 89°06'23" West a distance of 119.96 feet;

Thence North 00°54'15" East a distance of 315.08 feet;

Thence South 89°06'04" East a distance of 137.00 feet;

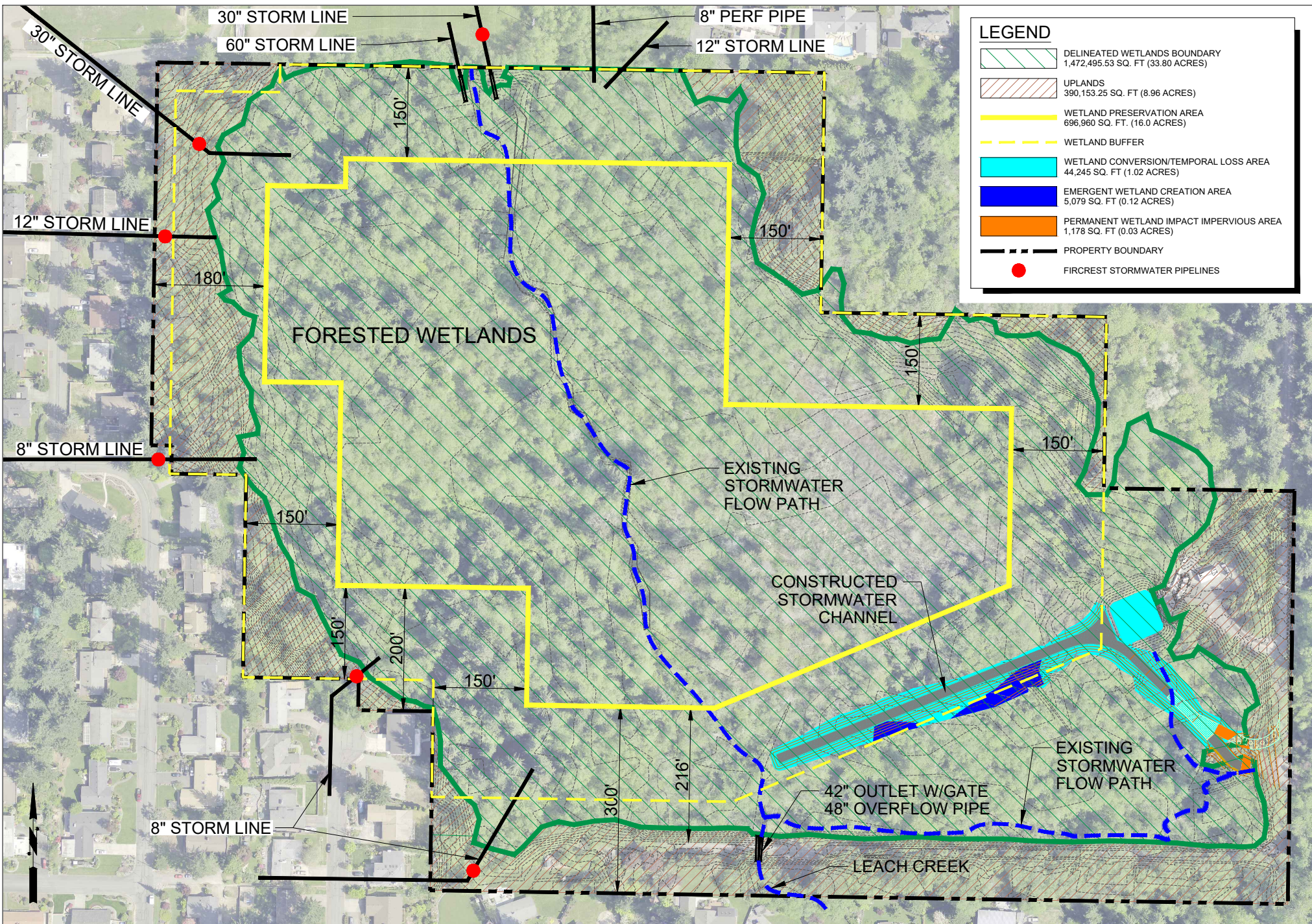
Thence North 00°53'56" East a distance of 45.00 feet to a point 150.00 feet South of the North line of said section;

Thence on a line parallel and 150.00 feet South of the North line of said section South 89°06'04" East a distance of 600.98 feet, more or less, to the Point of Beginning.

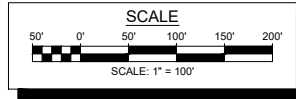
Situate in the County of Pierce, State of Washington.

**EXHIBIT B**

*(Depiction of Fircrest Outfalls)*



LEGEND	
	DELINEATED WETLANDS BOUNDARY 1,472,495.53 SQ. FT (33.80 ACRES)
	UPLANDS 390,153.25 SQ. FT (8.96 ACRES)
	WETLAND PRESERVATION AREA 696,960 SQ. FT. (16.0 ACRES)
	WETLAND BUFFER
	WETLAND CONVERSION/TEMPORAL LOSS AREA 44,245 SQ. FT (1.02 ACRES)
	EMERGENT WETLAND CREATION AREA 5,079 SQ. FT (0.12 ACRES)
	PERMANENT WETLAND IMPACT IMPERVIOUS AREA 1,178 SQ. FT (0.03 ACRES)
	PROPERTY BOUNDARY
	FIRCREST STORMWATER PIPELINES



CITY OF TACOMA  
ENVIRONMENTAL SERVICES DEPARTMENT

Wetland Preservation Area  
Leach Creek Holding Basin

When Recorded, Return To:

City of Tacoma  
Center for Urban Waters  
326 East D Street  
Tacoma, WA 98421

<b>DOCUMENT TITLE</b>  Declaration of Land Use Restriction and Covenant
<b>Grantor</b>  City of Tacoma
<b>Grantee</b>  State of Washington Department of Ecology
<b>Legal Description -</b>  Portions of Blocks 5 through 14, and Blocks 21 through 31; together with vacated streets and alleys attached thereof, of Keystone Addition to Tacoma; Situate in the NE Quarter of Section 14, Township 20 North, Range 02 East of the W.M.
<b>Reference Number</b>  A-1143
<b>Assessor's Parcel Numbers</b>  495500-012-0, 495500-010-0, 495500-008-0 & 495500-033-2



When Recorded Mail To:

City of Tacoma  
Attn: Calvin Taylor, LHG  
Center for Urban Waters  
326 East D Street  
Tacoma, WA 98421

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**DECLARATION OF LAND USE RESTRICTION  
AND REAL PROPERTY COVENANT A-1143**

Declarant: City of Tacoma, a municipal corporation operating as a first class charter city under the laws of the state of Washington.

Beneficiaries: State of Washington Department of Ecology; United States Army Corps of Engineers.

Assessor's Tax Parcel ID#: (4955000120, 4955000100, 4955000080, and 4955000332)

This Declaration of Land Use Restriction and Real Property Covenant (the "real property covenant") is made this 12 day of February, 2021, by City of Tacoma, for the benefit of the State of Washington Department of Ecology, and the United States Army Corps of Engineers, referred to herein as "the Beneficiaries."

WHEREAS, the Declarant makes the following recitals:

- A. Declarant is the sole owner in fee simple of the real property located in Pierce County, Washington, legally described on Exhibit A (the "Property"). A map of the Property is attached to and made part of this real property covenant, as Exhibit B.
- B. The Property is currently undeveloped, except to the extent that it has been improved for use as a stormwater flow control facility, and water quality treatment ("Stormwater Use")
- C. The Property covers 31.81 acres comprised of 16.06 acres of Category I forested wetland, and 15.75 acres of adjacent buffer (150-foot wide), that possesses natural, open space, and ecological values that are of great importance to Declarant and the Beneficiaries. These values referred to herein as the "Conservation Values" of the Property.

NOW, THEREFORE, in consideration of the above and the covenants, terms, conditions and restrictions contained herein, Declarant, does hereby establish a real property covenant on the Property as follows:

1. *Declaration of Real Property Covenant*

Declarant voluntarily establishes this real property covenant in perpetuity over the Property on the terms and conditions set forth herein exclusively for the purpose of conserving the Conservation Values of the Property.

2. *Purpose*

It is the purpose of this real property covenant to ensure that the Property, subject to its current Stormwater Use (Declarant recitals: B), will be retained forever in an otherwise undeveloped open space condition and to prevent any Property use that would interfere with the Conservation Values of the Property. Declarant and the Beneficiaries intend that this real property covenant will confine the use of the Property to such activities as are consistent with the purpose of this real property covenant.

3. *Rights of the Beneficiaries*

To accomplish the purpose of this real property covenant the following rights may be exercised by the Beneficiaries:

- (a) To preserve and protect the Conservation Values of the Property;
- (b) To enter upon the Property at reasonable times in order to monitor Declarant's compliance with and otherwise enforce the terms of this real property covenant in accordance with Section 9; provided that, except in cases where the Beneficiaries determine that immediate entry is required to prevent, terminate, or mitigate a violation of this real property covenant, such entry shall be upon prior reasonable notice to Declarant;
- (c) To conduct, with reasonable prior notice to Declarant, survey, site preparation, removal of invasive non-native riparian vegetation, installation of native plants, and other activities associated with wetland mitigation. Nothing herein shall be deemed to imply any obligation to perform such restoration activities; and
- (d) To prevent any activity on or use of the Property that is inconsistent with the purpose of this real property covenant and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in Section 9.

#### 4. *Prohibited Uses*

Any activity on or use of the Property inconsistent with the purpose of this real property covenant is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, except as permitted in Sections 3 and 5:

(a) *Construction and Improvements.* The placement or construction of any buildings, structures, or other improvements of any kind, including, without limitation, utilities, septic systems, communication lines, communication towers, storage tanks and pipelines; except as allowed in Section 5.

(b) *Paving and Road and Trail Construction.* The paving or covering of any portion of the Property with concrete, asphalt, gravel, crushed rock, wood shavings or any other paving or surfacing material or the construction of a road or trail; except as allowed in Section 5.

(c) *Commercial Development.* Any commercial or industrial use or activity on the Property, including, but not limited to, commercial recreational activities involving active recreation.

(d) *Agricultural Activities.* Any domestic animal grazing or agricultural activities of any kind, and application of biocides except when determined by the Beneficiaries to be necessary for the eradication of invasive non-native plant species and such application is by the narrowest spectrum, least persistent material appropriate for the target species.

(e) *Introduced Vegetation.* The planting or introduction of non-native species of plants.

(f) *Waste Disposal.* The disposal, storage, or release of yard waste, hazardous substances, rubbish, garbage, debris, unregistered vehicles, abandoned equipment, parts thereof, or other unsightly or offensive waste or material on the Property. The term "release" shall mean any release, generation, treatment disposal, storage, dumping, burying, abandonment, or migration from off-site. The term "hazardous substances" as used in this real property covenant shall mean any substances, materials, or wastes that are hazardous, toxic, dangerous, harmful or are designed as, or contain components that are, or are designated as, hazardous, toxic, dangerous, or harmful and/or which are subject to regulation as hazardous, toxic, dangerous or harmful or as a pollutant by any federal, state, or local law, regulation, statute, or ordinance, including, but not limited to, petroleum or any petroleum product.

(g) *Active Recreation.* Conducting or allowing activities, such as golf courses, ball fields, motocross, equestrian, campgrounds or any other activity involving individuals or the public or private clubs or associations engaging in organized active recreation.

(h) *Hunting.* Conducting or allowing hunting activities, including construction of blinds, camping areas, access trails, and any other hunting related activities.

(i) *Signs.* The placement of commercial signs, billboards, or other commercial advertising material on the Property.

(j) *Mineral Development.* The exploration for, or development and extraction of, any minerals or hydrocarbons.

## 5. *Reserved Rights*

Declarant reserves to itself and to its members and their personal representatives, heirs, successors and assigns, any use of, or activity on, the Property that is not inconsistent with the purpose of the real property covenant and that is not prohibited herein. Without limiting the generality of the foregoing, Declarant specifically reserves the following uses and activities:

- (a) *Maintenance, Monitoring and Emergencies.* The right to undertake activities necessary to maintain and monitor the Conservation Values and to protect public health, property improvements, or human safety, or which are actively required by and subject to compulsion of any governmental agency with authority to require such activity.
- (b) *Stormwater Use.* The right to maintain the Stormwater Use consistent with the Property Conservation Values:

### Day-to-day Operations (Section 6(d) *Control*) of the Property within Wetland Preservation Area and Buffer:

- i. Use hand equipment to clear flow channels
- ii. Use a light vehicle (e.g. all-terrain vehicle) to haul maintenance equipment and remove fallen or hazardous trees, debris and cleared vegetation.
- iii. Trim vegetation or brush clearing along maintenance paths
- iv. Remove dumped debris or camp site accumulated debris and waste
- v. Prevent establishment of beaver dams

### Activities Requiring Notice and Evaluation (Section 11 *Notice and Evaluation*) Wetland Preservation Area Buffer:

- i. Use heavy equipment and materials as needed to construct, replace, inspect, and maintain stormwater pipes. (Note: Activities within the wetland will be conducted in accordance with City of Tacoma Critical Areas Preservation Ordinance requirements.)

6. *Responsibilities of Declarant Not Affected.*

Other than as specified herein, this real property covenant is not intended to impose any legal or other responsibility on the Beneficiaries, or in any way to affect any existing obligation of the Declarant as owner of the Property. This shall apply to:

(a) *Taxes.* Declarant shall continue to be solely responsible for payment of all taxes and assessments levied against the Property.

(b) *Upkeep and Maintenance, Costs, Legal Requirements, and Liabilities.* Declarant retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property subject to the terms of the Wetland Mitigation Plan. Declarant remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this real property covenant and conducted by Declarant, their agents or employees.

(c) *Remediation.* If, at any time, there occurs, or has occurred, a release in, on, or about the Property of any hazardous substances, Declarant agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required. Should Declarant become aware of the release of any hazardous substances on the Property, Declarant shall make best efforts to inform Beneficiaries of such release as soon as possible.

(d) *Control.* Nothing in this real property covenant shall be construed as giving rise to any right or ability of Beneficiaries to exercise physical or managerial control over the day-to-day operations of the Property, or any of Declarant's activities on the Property.

(e) *Liability.* Beneficiaries, except for the United States Army Corps of Engineers, and Declarant and their employees, agents, invitees, and heirs hereby release and agree to indemnify, defend and hold each other harmless from any injury, claim, damage, or loss suffered by Beneficiaries or Declarant or their employees, agents, invitees, or heirs on, around or with regard to the Property except to the extent of the party's or parties' negligent or unlawful actions.

7. *The Beneficiaries' Right to Restore the Property*

In the event that any of the Conservation Values of the Property are impaired, the Beneficiaries shall have the right, but not the obligation, to restore all or portions of the Property.

8. *Access*

No right of access by the general public to any portion of the Property is created by this real property covenant.

9. *Enforcement*

The Beneficiaries shall have the right to prevent and correct violations of the terms of this real property covenant as set forth below.

(a) *Notice of Failure.* If the Beneficiaries determine that the Declarant is in violation of the terms of this real property covenant or that a violation is threatened, the Beneficiaries shall give written notice to Declarant of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this real property covenant, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by the Beneficiaries.

(b) *Declarant's Failure to Respond.* In addition to the rights granted in Section 3, including the right of entry, the Beneficiary may bring an action as provided for in Section 9(c) below if Declarant fails to cure the violation within thirty (30) days after receipt of notice thereof from the Beneficiary; fails to begin curing such violation within the thirty (30) day period under circumstances where the violation cannot reasonably be cured within the thirty (30) day period; or fails to continue diligently to cure such violation until finally cured.

(c) *The Beneficiaries' Action.* The Beneficiaries may bring action at law or in equity in a court of competent jurisdiction to enforce the terms of this real property covenant, to enjoin the violation, *ex parte* as necessary and as allowed under the applicable civil rules, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this real property covenant or injury to any of the Conservation Values protected by this real property covenant, including damages for the loss of the Conservation Values; and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Declarant's liability therefore, the Beneficiaries, in their sole and absolute discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. All such actions for injunctive relief may be taken without the Beneficiaries being required to post bond or provide other security.

(d) *Immediate Action Required.* If the Beneficiaries, in their sole and absolute discretion, determine that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, the Beneficiaries may pursue remedies under this Section 9 without prior notice to Declarant or without waiting for the period provided for cure to expire.

(e) *Nature of Remedy.* The rights under this Section 9 apply equally in the event of either actual or threatened violations of the terms of this real property covenant. Declarant agrees that the remedies at law for any violation of the terms of this real property covenant are inadequate and Beneficiaries shall be entitled to the injunctive relief described in this Section 9 both prohibitive and mandatory, in addition to such other relief to which Beneficiaries may be entitled, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this Section 9 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

(f) *Costs of Enforcement.* Provided the Beneficiaries first provide Declarant with a Notice of Failure and Declarant fails to respond, all reasonable costs incurred by the Beneficiaries in enforcing the terms of this real property covenant against Declarant, including, without limitation, costs and expenses of suit and reasonable attorney's fees and reasonable consultant's fees, and any costs of restoration necessitated by Declarant's violation of the terms

of this real property covenant shall be borne by Declarant. The substantially prevailing party in a judicial enforcement action regarding this real property covenant shall be entitled to reimbursement of all reasonably incurred attorney's fees and litigation expenses.

(g) *The Beneficiaries' Discretion.* Any forbearance by the Beneficiaries to exercise rights under this real property covenant in the event of any violation of any terms of this real property covenant shall not be deemed or construed to be a waiver of such term or of any rights under this real property covenant. No delay or omission by the Beneficiaries in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

(h) *Acts Beyond Declarant's Control.* Nothing contained in this real property covenant shall be construed to entitle the Beneficiaries to bring any action against Declarant to abate, correct, or restore any condition on the Property or to recover damages for any injury to or change in the Property resulting from causes beyond Declarant's control, including, without limitation, fire, flood, storm, and earth movement, nor shall Declarant be required to take steps to abate or mitigate injury to the Property resulting from such causes.

#### 10. *Alternate Dispute Resolution*

If a dispute arises between the parties concerning the consistency of any proposed use or activity with this real property covenant, the parties shall attempt to resolve the dispute through informal discussion. The parties may also agree to refer the dispute to mediation and shall select a single mediator to hear the matter. Each party shall bear its own costs, including attorney's fees, if mediation is pursued under this Section 10. The parties shall share equally the fees and expenses of the mediator.

#### 11. *Notice and Evaluation*

(a) *Notice.* Whenever notice is required under this real property covenant, the party required to give notice ("Notifying Party") shall give reasonable written notice prior to the date the Notifying Party intends to undertake the use or activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the other party to make an informed judgment as to its consistency with the purpose and terms of this real property covenant.

(b) *Evaluation of Proposed Activities.* The purpose of requiring the Notifying Party to notify the other party prior to undertaking certain permitted uses and activities is to afford the other party an opportunity to ensure that the use or activity in question is designed and carried out in a manner consistent with the purpose and terms of this real property covenant. In the event of an emergency, the Notifying Party will notify the other party and coordinate under established emergency procedures, proposing the minimum work necessary to address the emergency.

12. *Notice of Transfer of Property by Declarant and Successor and Assigns*

Anytime the Property itself, or any interest in it is transferred, or a legal claim is established by the Declarant to a third party, the Declarant, its successors and assigns, shall notify the Beneficiaries in writing at least 60 days in advance of such action and the document of conveyance, transfer or establishment shall expressly refer to this real property covenant.

13. *Termination of Real Property Covenant*

- (a) *Frustration of Purpose.* This real property covenant may only be terminated with the concurrence of the Beneficiaries in the event the purpose for this covenant can no longer be fulfilled due to circumstances beyond the Declarant's control but not to include a failure to enforce the terms of this restrictive covenant. In that event, concurrence with the termination of this real property covenant must be received from Beneficiaries.
- (b) *Economic Value.* The fact that the Property may become greatly more economically valuable if it were used in a manner that is either expressly prohibited by this real property covenant or inconsistent with the purpose of this real property covenant, or that neighboring properties may in the future be put entirely to uses that would not be permitted hereunder, has been considered by the Declarant in granting this real property covenant. It is the intent of both Declarant and the Beneficiaries that any such change in the economic value of the Property from other use shall not be assumed to be circumstances justifying the termination or extinguishment of this real property covenant pursuant to this section.
- (c) *Project Cancellation.* The Declarant may terminate the real property covenant if the project is not constructed.

14. *Modification*

This real property covenant may be amended only with the concurrence of the Beneficiaries, provided that any such amendment shall be consistent with the purpose of the real property covenant and shall not affect its perpetual duration. All amendments shall be in writing, approved by the Beneficiaries and recorded in the real property records of Pierce County, Washington.

15. *Interpretation*

This real property covenant shall be interpreted under the laws of Washington, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.

16. *Perpetual Duration*

This real property covenant shall be a binding servitude running with the land in perpetuity.



17. *Notices*

Any notices required by this real property covenant shall be in writing and shall be personally delivered or sent by first class mail to the Declarant, at the following address, unless the Beneficiaries have been notified of a change of address.

To Declarant:

City of Tacoma  
Attn: Calvin Taylor, LHG  
Center for Urban Waters  
326 East D Street  
Tacoma, WA 98421

18. *Severability*

If any provision of this real property covenant is found to be invalid, illegal or unenforceable, that finding shall not affect the validity, legality or enforceability of the remaining provisions.

19. *Entire Agreement*

This instrument sets forth the entire agreement of the parties with respect to the terms of this Agreement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the terms of this Agreement, all of which merge herein.

IN WITNESS WHEREOF, the Declarant has set its hands on the date first written above.

Declarant:

CITY OF TACOMA

By: Victoria R Woodards

Name: Victoria Woodards

Title: Mayor, City of Tacoma

STATE OF WASHINGTON )  
 ) ss  
County of Pierce )

On this 12 day of February, 2021, before me the undersigned, a Notary Public for the State of Washington, personally appeared the Honorable Victoria Woodards who stated on oath that she is the Mayor of the City of Tacoma and authorized to execute the within instrument on behalf of the City of Tacoma and acknowledged said instrument as the free and voluntary act of the City of Tacoma for the uses and purposes mentioned therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove first written.



Kate Foster

Notary Public for the State of Washington  
Residing at Tacoma, WA  
My Commission expires: 4/10/23

Approved as to Form:

Christopher D Bacha

Christopher D. Bacha  
Chief Deputy City Attorney



**EXHIBIT A**

**Legal Description**

**Wetland Preservation Area**

A portion of the North Half of the Northeast Quarter of Section 14, Township 20 North, Range 2 East of the W.M. lying in the Plat called The Keystone Addition to the City of Tacoma W.T., recorded March 1, 1889 in Volume 2 at page 146 of plat records of Pierce County Auditor, also known as the Leach Creek Holding Basin;

A Wetlands Buffer Area and a Wetlands Preservation Area 150 feet inside the Wetlands Buffer Area more particularly described as follows;

#### **Wetland Buffer Area**

Commencing at the monumented Northeast Corner of the Northeast Quarter of said section;

Thence along the monumented north line of said section North 89°06'04" West a distance of 1088.40 feet to the True Point of Beginning;

Thence South 00°54'53" West a distance of 385.00 feet;

Thence South 89°06'15" East a distance of 459.01 feet;

Thence South 00°54'49" West a distance of 551.71 feet;

Thence South 69°10'15" West a distance of 637.52 feet;

Thence North 89°05'31" West a distance of 478.81 feet;

Thence North 00°54'47" East a distance of 187.53 feet;

Thence North 89°06'29" West a distance of 305.93 feet;

Thence North 00°54'30" East a distance of 325.04 feet;

Thence North 89°06'23" West a distance of 119.95;

Thence North 00°54'15" East a distance of 615.10 feet;

Thence South 89°06'04" East a distance of 136.99 feet;

Thence North 00°53'56" East a distance of 45.00 feet plus or minus to the North line of said section;

Thence along the North line of said section South 89°06'04" East a distance of 901.02 plus or minus to the Point of Beginning.

Situate in County of Pierce, State of Washington.

#### **Wetland Preservation Area**

Commencing at the monumented Northeast Corner of the Northeast Quarter of said section;

Thence along the monumented north line of said section, North 89°06'04" West a distance of 1,238.40 feet;

Thence South 00°54'53" West a distance of 150.00 feet to the True Point of Beginning, point being a 150.00 offset inside the Wetland Buffer Area;

Thence continuing South 00°54'53" West a distance of 385.01 feet;

Thence South 89°06'15" East a distance of 459.01 feet;

Thence South 00°54'49" West a distance of 300.00 feet;

Thence South 69°10'15" West a distance of 507.06 feet;

Thence North 89°05'31" West a distance of 300.00 feet;

Thence North 00°54'47" East a distance of 187.57 feet;

Thence North 89°06'29" West a distance of 305.94 feet;

Thence North 00°54'30" East a distance of 325.04 feet;

Thence North 89°06'23" West a distance of 119.96 feet;

Thence North 00°54'15" East a distance of 315.08 feet;

Thence South 89°06'04" East a distance of 137.00 feet;

Thence North 00°53'56" East a distance of 45.00 feet to a point 150.00 feet South of the North line of said section;

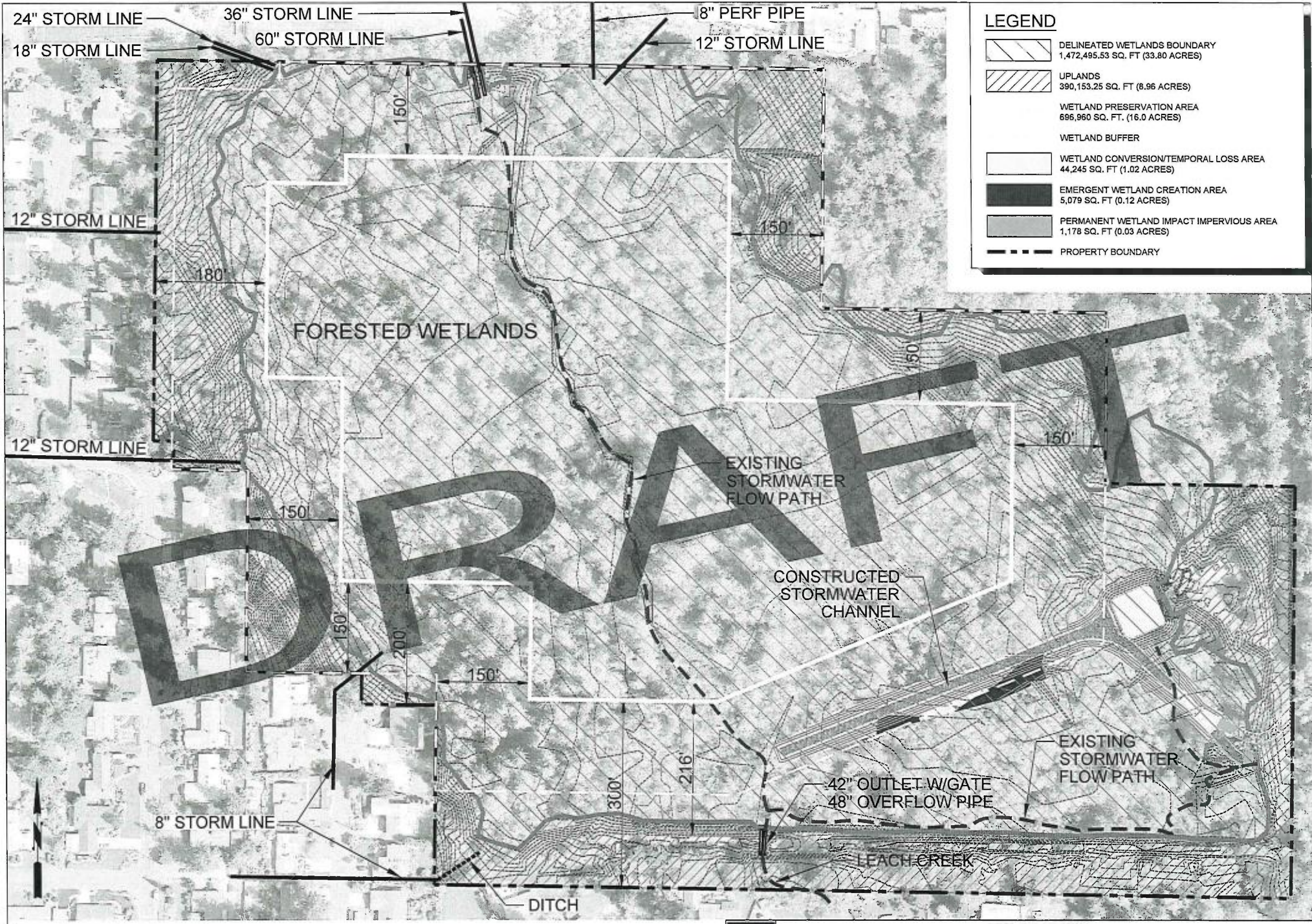
Thence on a line parallel and 150.00 feet South of the North line of said section South 89°06'04" East a distance of 600.98 feet, more or less, to the Point of Beginning.

Situate in the County of Pierce, State of Washington.

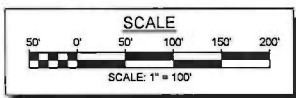
**EXHIBIT B**

**Property Map**

**Wetland Preservation Area**



LEGEND	
	DELINEATED WETLANDS BOUNDARY 1,472,495.53 SQ. FT (33.80 ACRES)
	UPLANDS 390,153.25 SQ. FT (8.96 ACRES)
	WETLAND PRESERVATION AREA 696,960 SQ. FT. (16.0 ACRES)
	WETLAND BUFFER
	WETLAND CONVERSION/TEMPORAL LOSS AREA 44,245 SQ. FT (1.02 ACRES)
	EMERGENT WETLAND CREATION AREA 5,079 SQ. FT (0.12 ACRES)
	PERMANENT WETLAND IMPACT IMPERVIOUS AREA 1,178 SQ. FT (0.03 ACRES)
	PROPERTY BOUNDARY



June 20, 2019



CITY OF TACOMA  
 ENVIRONMENTAL SERVICES DEPARTMENT  
 Wetland Preservation Area  
 Leach Creek Holding Basin



**FIRCREST CITY COUNCIL AGENDA SUMMARY**

**COUNCIL MEETING DATE:** September 14, 2021

**SUBJECT:** Confirmation of Municipal Court Judge Appointment

**FROM:** Scott Pingel, City Manager

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**RECOMMENDED MOTION:** I move to confirm the City Manager's appointment of John A. Miller as Municipal Court Judge for a four-year term.

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**PROPOSAL:** Council is being asked to confirm the City Manager's appointment of John Miller for a four-year term as Fircrest Municipal Court Judge.

**FISCAL IMPACT:** None. There is no fiscal impact to appoint the Judge.

**ADVANTAGES:** Having an experienced, well-qualified Judge is important to the efficient operation of the Fircrest Municipal Court.

**DISADVANTAGES:** None.

**ALTERNATIVES:** Not confirm the appointment.

**HISTORY:** Pursuant to State law, appointments of a Municipal Court Judge shall be made on or before December 1<sup>st</sup>. The new four-year term commences on January 1, 2022. The Court Administrator has pointed out that Judge Miller has done an excellent job and is strongly recommending he be reappointed. Judge Miller would like to continue as Fircrest's Municipal Court Judge. He was first appointed in 1995 to fill an unexpired term and was reappointed in 1997, 2001, 2005, 2009, 2013, and 2017.

Pursuant to State law, in a Code City, the appointment of a Municipal Judge is made by the City Manager, subject to confirmation by the City Council.

**Attachment(s):** [Appointment letter](#)  
[FMC 2.28.040](#)  
[RCW 35A.13.080](#)



**THE CITY OF FIRCREST**

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115 RAMSDELL STREET • FIRCREST, WA 98466-6999 • (253) 564-8901 • [www.cityoffircrest.net](http://www.cityoffircrest.net)

September 8, 2021

John A. Miller  
115 Ramsdell Street  
Fircrest, WA 98466

Dear Mr. Miller:

RE: Appointment – Municipal Court Judge

As authorized by Fircrest Municipal Code Section 2.28.040 I hereby appoint you as Fircrest Municipal Court Judge for a four-year term effective January 1, 2022, through and including December 31, 2025. In accordance with FMC Section 2.28.040 and RCW 35A.13.080, this appointment will require confirmation of the Fircrest City Council. Confirmation is scheduled for the September 14, 2021, regular City Council meeting.

Sincerely,

Scott Pingel  
City Manager

FMC 2.28.040 Appointment and term of judge – Qualifications listed.

The judge of the municipal court shall be appointed by the city manager of the city, with the approval and concurrence of a majority of the city council, for a four-year term. Succeeding appointment shall be made in like manner by the fifteenth day of December preceding the end of every such four-year term. The person appointed as municipal judge shall be a citizen of the United States and of the state of Washington, and shall be an attorney in good standing, duly admitted to practice law before the courts of record in this state.

**RCW 35A.13.080**

***City manager—Powers and duties.***

The powers and duties of the city manager shall be:

- (1) To have general supervision over the administrative affairs of the code city;
- (2) To appoint and remove at any time all department heads, officers, and employees of the code city, except members of the council, and subject to the provisions of any applicable law, rule, or regulation relating to civil service: PROVIDED, That the council may provide for the appointment by the mayor, subject to confirmation by the council, of a city planning commission, and other advisory citizens' committees, commissions, and boards advisory to the city council: PROVIDED FURTHER, That if the municipal judge of the code city is appointed, such appointment shall be made by the city manager subject to confirmation by the council, for a four year term. The council may cause an audit to be made of any department or office of the code city government and may select the persons to make it, without the advice or consent of the city manager;
- (3) To attend all meetings of the council at which his or her attendance may be required by that body;
- (4) To see that all laws and ordinances are faithfully executed, subject to the authority which the council may grant the mayor to maintain law and order in times of emergency;
- (5) To recommend for adoption by the council such measures as he or she may deem necessary or expedient;
- (6) To prepare and submit to the council such reports as may be required by that body or as he or she may deem it advisable to submit;
- (7) To keep the council fully advised of the financial condition of the code city and its future needs;
- (8) To prepare and submit to the council a proposed budget for the fiscal year, as required by chapter [35A.33](#) RCW, and to be responsible for its administration upon adoption;
- (9) To perform such other duties as the council may determine by ordinance or resolution.