

**FIRCREST CITY COUNCIL  
REGULAR MEETING  
AGENDA**

**TUESDAY, SEPTEMBER 28, 2021  
7:00 P.M.**

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

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- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PRESIDING OFFICER'S REPORT**
  - A. Community Center Project Report
  - B. Tacoma Fire Update
- 5. CITY MANAGER COMMENTS**
- 6. DEPARTMENT HEAD COMMENTS**
- 7. COUNCILMEMBER COMMENTS**
- 8. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA** (If you would like to make a public comment, you may speak at the appropriate time using the raise your hand feature or by pressing \*9 on your phone. You may also e-mail the City Clerk your comment before 5 pm and it will be read into the record.JWESTMAN@CITYOFFIRCREST.NET)
- 9. COMMITTEE, COMMISSION & LIAISON REPORTS**
  - A. Parks & Recreation
  - B. Pierce County Regional Council
  - C. Public Safety, Courts
  - D. Street, Water, Sewer, and Storm Drain
  - E. Other Liaison Reports
- 10. CONSENT CALENDAR**
  - A. Approval of [vouchers](#)/payroll checks
  - B. Approval of Minutes: [September 14, 2021, Regular Meeting](#)
- 11. PUBLIC HEARING 7:15 P.M. OR SOON THEREAFTER**
  - A. [To receive comments on amending the accessory building setbacks for through-lots.](#)
- 12. UNFINISHED BUSINESS**
- 13. NEW BUSINESS**
  - A. [Resolution: South Sound Housing Affordability Partners \(SSHA<sup>3</sup>P\) Agreement](#)
  - B. [Resolution: Amendment to the IT Services Agreement with Right Systems, Inc.](#)
  - C. [5-year Forecast Update](#)
  - D. 2022 Budget Introduction
- 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**

***Zoom Info: Dial-in Information: 1-253-215-8782 Webinar ID: 873 9102 3810 Password: 312044***

# ACCOUNTS PAYABLE

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<b>25261</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>6904</b>	<b>A   R   C Architects Inc</b>	<b>24,679.68</b>	<b>P#54 Pool/Bathhouse Community Center Professional Services 7/26/21-8/25/21</b>
	594 76 62 03	Buildings & Structures	301 000 594	Park Bond Capi	24,679.68	P#54 Pool/Bathhouse Community Center Professional Services 7/26/21-8/25/21
<b>25329</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>4298</b>	<b>AWC Employee Benefit Trust</b>	<b>742.50</b>	<b>October 2021 Retired Medical</b>
	521 22 20 01	LEOFF I Medical Premium	001 000 521	General Fund	742.50	October 2021 Retired Medical
<b>25318</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>9822</b>	<b>Alpha International</b>	<b>178.22</b>	<b>Language Interpreter - Case #1A0409152</b>
	512 50 41 03	Prof Svcs - Interpreter	001 000 512	General Fund	178.22	Language Interpreter - Case #1A0409152
<b>25262</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>3933</b>	<b>Asphalt Patch Systems, Inc.</b>	<b>8,459.51</b>	<b>Asphalt Patching - Various Locations - Aug 2021</b>
	531 50 48 00	Rep & Maint - Storm	415 000 531	Storm Drain	1,485.00	Yale & Contra Costa
	534 50 48 01	Rep & Maint - Water Main	425 000 534	Water Fund (de	4,561.18	New Water Main - 200 Blk Contra Costa
	534 50 48 01	Rep & Maint - Water Main	425 000 534	Water Fund (de	810.57	Water Service - 526 Forrest Park
	594 76 62 03	Buildings & Structures	301 000 594	Park Bond Capi	1,602.76	P#64 Comm Center - Water Svc Line & Fire System
<b>25263</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>3994</b>	<b>CenturyLink</b>	<b>1,271.29</b>	<b>Telecommunications - Sept 2021</b>
	518 10 42 00	Communication - Non Dep	001 000 518	General Fund	74.60	City Hall Prim 911
	518 10 42 00	Communication - Non Dep	001 000 518	General Fund	74.60	CH Message Line
	518 10 42 00	Communication - Non Dep	001 000 518	General Fund	74.60	CH Alarm
	518 10 42 00	Communication - Non Dep	001 000 518	General Fund	449.18	Circuit Line/PRI Line
	518 10 42 00	Communication - Non Dep	001 000 518	General Fund	153.11	Direct Inward Dial
	521 22 42 00	Communication - Police	001 000 521	General Fund	156.40	Police BA Machine/Modem
	531 50 42 00	Communication - Storm	415 000 531	Storm Drain	37.30	PW Alarm Line/Prim 911
	531 50 42 00	Communication - Storm	415 000 531	Storm Drain	18.65	PW Fax
	534 10 42 00	Communication - Water	425 000 534	Water Fund (de	37.30	PW Alarm Line/Prim 911
	534 10 42 00	Communication - Water	425 000 534	Water Fund (de	32.50	PW DSL/Telemetry
	534 10 42 00	Communication - Water	425 000 534	Water Fund (de	18.65	PW Fax
	535 10 42 01	Communication - Sewer	430 000 535	Sewer Fund (de	37.30	PW Alarm Line/Prim 911
	535 10 42 01	Communication - Sewer	430 000 535	Sewer Fund (de	32.50	PW DSL/Telemetry
	535 10 42 01	Communication - Sewer	430 000 535	Sewer Fund (de	18.65	PW Fax
	542 30 42 00	Communication - Street	101 000 542	City Street Fun	37.31	PW Alarm Line/Prim 911
	542 30 42 00	Communication - Street	101 000 542	City Street Fun	18.64	PW Fax
<b>25331</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>5805</b>	<b>CenturyLink</b>	<b>33.06</b>	<b>Long Distance Access &amp; Usage - Sept 2021</b>
	518 10 42 00	Communication - Non Dep	001 000 518	General Fund	33.06	Long Distance Access & Usage - Sept 2021
<b>25264</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>4313</b>	<b>Chuckals Inc</b>	<b>704.48</b>	<b>Operations White Board For PW Director</b>
	531 50 35 00	Small Tools & Equip - Stor	415 000 531	Storm Drain	176.12	Operations White Board For PW Director
	534 10 35 00	Small Tools & Equip - Wat	425 000 534	Water Fund (de	176.12	Operations White Board For PW Director

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535 10 35 00	Small Tools-Swr Admin		430 000 535 Sewer Fund (de	176.12	Operations White Board For PW Director
542 30 35 00	Small Tools & Equip-St Re		101 000 542 City Street Fun	176.12	Operations White Board For PW Director
<b>25312</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>4313</b>	<b>143.39</b>	<b>PW Office Supplies</b>
531 50 31 01	Office Supplies - Storm		415 000 531 Storm Drain	47.79	PW Office Supplies
534 10 31 00	Office Supplies - Water		425 000 534 Water Fund (de	47.80	PW Office Supplies
535 10 31 00	Office Supplies - Swr Adm		430 000 535 Sewer Fund (de	47.80	PW Office Supplies
<b>25313</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>4313</b>	<b>30.37</b>	<b>PW Office Supplies</b>
534 10 31 00	Office Supplies - Water		425 000 534 Water Fund (de	10.13	PW Office Supplies
535 10 31 00	Office Supplies - Swr Adm		430 000 535 Sewer Fund (de	10.12	PW Office Supplies
542 30 31 01	Office Supplies - Street Re		101 000 542 City Street Fun	10.12	PW Office Supplies
Total Chuckals Inc				878.24	
<b>25265</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>4324</b>	<b>56,908.56</b>	<b>Fire/EMS Oct 2021</b>
522 20 40 00	Tacoma Contract - Fire		001 000 522 General Fund	13,158.56	Fire - October 2021
522 20 41 00	Tacoma Contract - EMS		001 000 522 General Fund	43,750.00	EMS - October 2021
<b>25266</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>3565</b>	<b>10,422.00</b>	<b>August 2021</b>
515 41 41 01	City Attorney		001 000 515 General Fund	1,548.00	City Attorney - Aug 2021
515 41 41 03	City Prosecutor		001 000 515 General Fund	5,652.00	City Prosecutor - Fircrest - Aug 2021
515 41 41 03	City Prosecutor		001 000 515 General Fund	3,222.00	City Prosecutor - Ruston - Aug 2021
<b>25267</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>3573</b>	<b>171.57</b>	<b>Copier Usage 7/18/21-8/17/21 CH, PW, Court, Parks/Rec</b>
512 50 45 00	Oper Rentals - Copier - Co		001 000 512 General Fund	18.94	Copier Usage - 7/18-8/17/21 Court
518 10 45 00	Oper Rentals - Copier - No		001 000 518 General Fund	113.95	Copier Usage - 7/18-8/17/21 CH
531 50 45 00	Oper Rentals - Copier - Sto		415 000 531 Storm Drain	9.67	Copier Usage - 7/18-8/17/21 PW
534 10 45 02	Oper Rentals - Copier - Wa		425 000 534 Water Fund (de	9.67	Copier Usage - 7/18-8/17/21 PW
535 10 45 00	Oper Rentals - Copier - Sev		430 000 535 Sewer Fund (de	9.67	Copier Usage - 7/18-8/17/21 PW
542 30 45 00	Oper Rentals - Copier - Str		101 000 542 City Street Fun	9.67	Copier Usage - 7/18-8/17/21 PW
<b>25268</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>3573</b>	<b>360.82</b>	<b>Copier Usage 5/18-6/17/21 - CH, PW, Court., Parks/Rec</b>
512 50 45 00	Oper Rentals - Copier - Co		001 000 512 General Fund	29.66	Copier Usage 5/18-6/17/21 - Court
518 10 45 00	Oper Rentals - Copier - No		001 000 518 General Fund	120.12	Copier Usage 5/18-6/17/21 - CH
531 50 45 00	Oper Rentals - Copier - Sto		415 000 531 Storm Drain	35.09	Copier Usage 5/18-6/17/21 - PW
534 10 45 02	Oper Rentals - Copier - Wa		425 000 534 Water Fund (de	35.09	Copier Usage 5/18-6/17/21 - PW
535 10 45 00	Oper Rentals - Copier - Sev		430 000 535 Sewer Fund (de	35.09	Copier Usage 5/18-6/17/21 - PW
542 30 45 00	Oper Rentals - Copier - Str		101 000 542 City Street Fun	35.09	Copier Usage 5/18-6/17/21 - PW

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571 10 45 01	Oper Rentals - Copier - Rec		001 000 571 General Fund	63.61	Copier Usage 5/18-6/17/21 - Rec
576 80 45 00	Oper Rentals - Copier - Par		001 000 576 General Fund	7.07	Copier Usage 5/18-6/17/21 - Parks
<b>25269</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>3573 Copiers Northwest Inc</b>	<b>98.74</b>	<b>Printer Usage - Police 7/28 - 8/28/21</b>
521 22 45 00	Oper Rentals - Copier - Pol		001 000 521 General Fund	98.74	Printer Usage - Police 7/28 - 8/28/21
			Total Copiers Northwest Inc	631.13	
<b>25326</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>363 Corcoran, Colleen T</b>	<b>640.26</b>	<b>40" Curved Monitor - C Corcoran SAA#1815</b>
514 23 35 00	Small Tools & Equip - Fin		001 000 514 General Fund	640.26	40" Curved Monitor - C Corcoran SAA#1815
<b>25270</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>7227 Correct Equipment Inc</b>	<b>9,255.77</b>	<b>New 1" Water Meters For Upgrade (21)</b>
594 34 63 01	Other Improvements Water		426 000 594 Water Improve	9,255.77	New 1" Water Meters For Upgrade (21)
<b>25271</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>7227 Correct Equipment Inc</b>	<b>148,365.00</b>	<b>New Water Meters For Upgrade (500)</b>
594 34 63 01	Other Improvements Water		426 000 594 Water Improve	148,365.00	New Water Meters For Upgrade (500)
<b>25314</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>7227 Correct Equipment Inc</b>	<b>936.35</b>	<b>P#64 - AMR FlowIQ 3200 160 GPM 2" X 17" (Large Meter Measuring Water Flow)</b>
594 76 62 03	Buildings & Structures		301 000 594 Park Bond Capi	936.35	P#64 - AMR FlowIQ 3200 160 GPM 2" X 17" (Large Meter Measuring Water Flow)
			Total Correct Equipment Inc	158,557.12	
<b>25272</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>3589 Databar Inc</b>	<b>2,184.97</b>	<b>Statement Production; Town Topics Aug 2021; Covid Utility Assistance Insert; Postage</b>
518 10 49 01	Town Topics/Citizen Comr		001 000 518 General Fund	65.71	Town Topics Insert - Aug 2021
531 50 42 01	Postage - Storm		415 000 531 Storm Drain	265.86	Postage - Storm
531 50 49 06	Mailing Service - Storm		415 000 531 Storm Drain	419.49	Statements - Storm
534 10 42 01	Postage - Water		425 000 534 Water Fund (de	265.86	Postage - Water
534 10 49 04	Printing & Binding - Water		425 000 534 Water Fund (de	65.71	Covid Assist Insert - Aug 2021
534 10 49 06	Mailing Service - Water		425 000 534 Water Fund (de	418.24	Statements - Water
535 10 42 02	Postage - Sewer		430 000 535 Sewer Fund (de	265.86	Postage - Sewer
535 10 49 05	Mailing Service - Sewer		430 000 535 Sewer Fund (de	418.24	Statements - Sewer
<b>25273</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>3589 Databar Inc</b>	<b>426.40</b>	<b>Town Topics Insert And Covid Assist - Separate Billing</b>
518 10 49 01	Town Topics/Citizen Comr		001 000 518 General Fund	215.40	Town Topics Insert - Aug 2021
531 50 42 01	Postage - Storm		415 000 531 Storm Drain	59.71	Postage - Storm
531 50 49 06	Mailing Service - Storm		415 000 531 Storm Drain	10.63	Covid Assistance Insert - Aug 2021

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534 10 42 01	Postage - Water		425 000 534 Water Fund (de	59.70	Postage - Water
534 10 49 06	Mailing Service - Water		425 000 534 Water Fund (de	10.63	Covid Assistance Insert - Aug 2021
535 10 42 02	Postage - Sewer		430 000 535 Sewer Fund (de	59.70	Postage - Sewer
535 10 49 05	Mailing Service - Sewer		430 000 535 Sewer Fund (de	10.63	Covid Assistance Insert - Aug 2021
<b>25311</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>3589 Databar Inc</b>	<b>315.26</b>	<b>Covid Utility Assistance Insert - Aug 2021</b>
531 50 49 06	Mailing Service - Storm		415 000 531 Storm Drain	105.09	Covid Utility Assistance Insert - Aug 2021
534 10 49 06	Mailing Service - Water		425 000 534 Water Fund (de	105.09	Covid Utility Assistance Insert - Aug 2021
535 10 49 05	Mailing Service - Sewer		430 000 535 Sewer Fund (de	105.08	Covid Utility Assistance Insert - Aug 2021
			Total Databar Inc	2,926.63	
<b>25349</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>365 Dept Of Labor &amp; Industries</b>	<b>15.45</b>	<b>Police Chaplain - L &amp; I (July/Aug 2021 - 34 Hrs)</b>
521 22 49 06	Chaplaincy Program		001 000 521 General Fund	15.45	Police Chaplain - L & I (July/Aug 2021 - 34 Hrs)
<b>25341</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>4310 Dept Of Revenue-EXCISE TAX</b>	<b>24,446.43</b>	<b>August 2021 Excise Taxes</b>
518 20 43 01	Excise Tax Time/Temp Re		001 000 518 General Fund	3.30	August 2021 Excise Taxes
531 50 44 00	Excise Tax - Storm		415 000 531 Storm Drain	1,472.04	August 2021 Excise Taxes
534 10 44 00	Excise Tax - Water		425 000 534 Water Fund (de	5.32	August 2021 Excise Taxes
534 10 44 00	Excise Tax - Water		425 000 534 Water Fund (de	70.74	August 2021 Excise Taxes
534 10 44 00	Excise Tax - Water		425 000 534 Water Fund (de	12,745.89	August 2021 Excise Taxes
535 10 44 00	Excise Tax - Sewer		430 000 535 Sewer Fund (de	2.88	August 2021 Excise Taxes
535 10 44 00	Excise Tax - Sewer		430 000 535 Sewer Fund (de	6,695.06	August 2021 Excise Taxes
542 30 31 02	Oper Supplies - Street Reg		101 000 542 City Street Fun	27.97	August 2021 Excise Taxes
576 20 43 00	Excise Tax - Pool Revenue		001 000 576 General Fund	3,423.23	August 2021 Excise Taxes
<b>25274</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>2639 Diaz, Robert</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>25316</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>5952 Dinwiddie II, Thomas</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>25275</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>4858 Ewing Irrigation Products Inc</b>	<b>113.38</b>	<b>Irrigation Repair Parts - Parks</b>
576 80 31 02	Oper Supplies - Parks		001 000 576 General Fund	113.38	Irrigation Repair Parts - Parks
<b>25330</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>8610 F &amp; L Building Maintenance, LLC</b>	<b>3,309.00</b>	<b>Sept 2021 - Janitorial Services</b>
518 30 41 01	Contract Maintenance		001 000 518 General Fund	3,309.00	Sept 2021 - Janitorial Services
<b>25337</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>4318 Fircrest City of - Interfund (Treasur)</b>	<b>3,775.48</b>	<b>Utility Assistance Grant (ARPA) - #7369 \$256.58; #5244 \$1328.01; #2899 \$225.60; #1881 \$1455.65; #6926 \$509.64</b>

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518 63 40 00	General Grants, Financial A		001 000 518 General Fund	3,775.48	Utility Assistance Grant (ARPA) - #7369 \$256.58; #5244 \$1328.01; #2899 \$225.60; #1881 \$1455.65; #6926 \$509.64		
<b>25336</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>3323</b>		<b>Fircrest Regents LLC</b>	<b>2,230.00</b>	<b>Rental Assistance Grant (ARPA) For \$2,230 Khaled Dharhan</b>
518 63 40 00	General Grants, Financial A		001 000 518 General Fund	2,230.00	Rental Assistance Grant (ARPA) For \$2,230 Khaled Dharhan		
<b>25338</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>9436</b>		<b>Fraser Robinson Speir</b>	<b>1,000.00</b>	<b>Home Occ Business Assistance Grant (ARPA) For Fraser Robinson Speir \$1000</b>
518 63 40 00	General Grants, Financial A		001 000 518 General Fund	1,000.00	Home Occ Business Assistance Grant (ARPA) For Fraser Robinson Speir \$1000		
<b>25276</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>6167</b>		<b>Hazel, David Kanani</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>25277</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>3692</b>		<b>Home Depot Credit Services</b>	<b>49.83</b>	<b>Flashlight (2), Open Mesh Cloth</b>
534 10 35 00	Small Tools & Equip - Wat		425 000 534 Water Fund (de	49.83	Flashlight (2), Open Mesh Cloth		
<b>25322</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>3692</b>		<b>Home Depot Credit Services</b>	<b>66.16</b>	<b>Post Hole Digger For Signs</b>
542 30 35 00	Small Tools & Equip-St Re		101 000 542 City Street Fun	66.16	Post Hole Digger For Signs		
			Total Home Depot Credit Services	115.99			
<b>25334</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>9823</b>		<b>Honey Bucket</b>	<b>980.00</b>	<b>National Night Out 2021 - Honey Bucket Rental</b>
521 22 49 05	Reimbursable Programs		001 000 521 General Fund	980.00	National Night Out 2021 - Honey Bucket Rental		
<b>25335</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>3319</b>		<b>J Alameda West</b>	<b>6,720.00</b>	<b>Rental Grant Assistance (ARPA) \$3,360 - Mary McMahan; \$3,360 Jennifer Wallace</b>
518 63 40 00	General Grants, Financial A		001 000 518 General Fund	6,720.00	Rental Grant Assistance (ARPA) \$3,360 - Mary McMahan; \$3,360 Jennifer Wallace		
<b>25278</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>3751</b>		<b>KPG, PS</b>	<b>2,357.00</b>	<b>Storm Water Management Plan Update</b>
531 50 41 00	Prof Svcs - Storm		415 000 531 Storm Drain	2,357.00	Storm Water Management Plan Update		
<b>25279</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>8773</b>		<b>Kassel &amp; Associates, Inc.</b>	<b>703,649.98</b>	<b>P#64 Community Center Progress Through 8/31/21</b>
594 76 62 03	Buildings & Structures		301 000 594 Park Bond Capi	703,649.98	P#64 Community Center Progress Through 8/31/21		

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<b>25280</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>5644</b>	<b>Kinzner, Delores</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>25281</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>8600</b>	<b>Legacy Tapping, Inc</b>	<b>126.50</b>	<b>Deep Socket Set - SAA#1814</b>
	534 80 35 00	Small Tools & Equip - Wat	425 000 534	Water Fund (de	126.50	Deep Socket Set - SAA#1814
<b>25282</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>3776</b>	<b>Lemay Mobile Shredding</b>	<b>32.20</b>	<b>Shredding - Aug 2021 - Public Works</b>
	531 50 49 00	Miscellaneous - Storm	415 000 531	Storm Drain	10.74	Shredding - Aug 2021 - Public Works
	534 10 49 00	Miscellaneous - Water	425 000 534	Water Fund (de	10.73	Shredding - Aug 2021 - Public Works
	535 10 49 00	Miscellaneous - Sewer	430 000 535	Sewer Fund (de	10.73	Shredding - Aug 2021 - Public Works
<b>25283</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>3776</b>	<b>Lemay Mobile Shredding</b>	<b>42.15</b>	<b>Shredding - Aug 2021 - Court</b>
	512 50 49 00	Miscellaneous - Court	001 000 512	General Fund	42.15	Shredding - Aug 2021 - Court
				Total Lemay Mobile Shredding	74.35	
<b>25284</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>3779</b>	<b>Liberty Towing</b>	<b>112.51</b>	<b>Tow Bill For 2017 Chevy #63581B - Transmission Issue</b>
	548 65 48 14	O & M - Wtr/Swr	501 000 548	Equipment Ren	112.51	Tow Bill For 2017 Chevy #63581B - Transmission Issue
<b>25285</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>2123</b>	<b>Londgren, Elizabeth</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>25286</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>3791</b>	<b>Lowe's Company-#338954</b>	<b>52.02</b>	<b>Wood For Bench At Whittier</b>
	576 80 31 02	Oper Supplies - Parks	001 000 576	General Fund	52.02	Wood For Bench At Whittier
<b>25317</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>318</b>	<b>Maenhout, Sherry L</b>	<b>22.00</b>	<b>3 Ring Binders - Assorted Colors (4) And White (4)</b>
	521 22 31 00	Office & Oper Sup - Police	001 000 521	General Fund	22.00	3 Ring Binders - Assorted Colors (4) And White (4)
<b>25287</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>6639</b>	<b>McClain's Soil Supply</b>	<b>40.00</b>	<b>Concrete Dump Fees (Sidewalks)</b>
	542 30 47 01	Dumping Fees - Street	101 000 542	City Street Fun	40.00	Concrete Dump Fees (Sidewalks)
<b>25288</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>178</b>	<b>McDonald, Janelle</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>25327</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>7465</b>	<b>Merryweather, Caroline</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

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<b>25289</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>3923</b>	<b>Orca Pacific Inc</b>	<b>274.96 Hydrochloric Acid - 15 Gal Drum (2) For Pool</b>
576 20 31 01	Pool Supplies-Chemicals	001 000 576	General Fund	274.96	Hydrochloric Acid - 15 Gal Drum (2) For Pool
<b>25290</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>3923</b>	<b>Orca Pacific Inc</b>	<b>715.00 Pool Chemicals - Chlorine (200 Gal)</b>
576 20 31 01	Pool Supplies-Chemicals	001 000 576	General Fund	715.00	Pool Chemicals - Chlorine (200 Gal)
Total Orca Pacific Inc				989.96	
<b>25324</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>2462</b>	<b>Ostmann, Stephanie</b>	<b>59.00 Library Reimbursement - 1 Year</b>
572 21 49 00	Library Services	001 000 572	General Fund	59.00	Library Reimbursement - 1 Year
<b>25291</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>4108</b>	<b>Pape Machinery Inc.</b>	<b>170.48 Side Panel For Parks Mower - JD #455</b>
548 65 48 11	O & M - Parks/Rec	501 000 548	Equipment Ren	170.48	Side Panel For Parks Mower - JD #455
<b>25292</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>4108</b>	<b>Pape Machinery Inc.</b>	<b>167.48 Blades For JD #455 Mower; Oil For Mowers (12)</b>
548 65 48 11	O & M - Parks/Rec	501 000 548	Equipment Ren	167.48	Blades For JD #455 Mower; Oil For Mowers (12)
Total Pape Machinery Inc.				337.96	
<b>25328</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>3955</b>	<b>Petrocard Systems Inc</b>	<b>623.65 Gas/Fuel - Sept 2021</b>
548 65 31 11	Parks/Rec Gas	501 000 548	Equipment Ren	60.87	Gas/Fuel Sept 2021 - Parks Mowers
548 65 31 12	Street Gas	501 000 548	Equipment Ren	28.13	Gas/Fuel Sept 2021 - Vactor
548 65 31 12	Street Gas	501 000 548	Equipment Ren	16.18	Gas/Fuel Sept 2021 - Backhoe (Street)
548 65 31 13	Storm Gas	501 000 548	Equipment Ren	28.14	Gas/Fuel Sept 2021 - Vactor
548 65 31 13	Storm Gas	501 000 548	Equipment Ren	116.16	Gas/Fuel Sept 2021 - Sweeper
548 65 31 14	Wtr/Swr Gas	501 000 548	Equipment Ren	168.80	Gas/Fuel Sept 2021 - Vactor
548 65 31 14	Wtr/Swr Gas	501 000 548	Equipment Ren	126.35	Gas/Fuel Sept 2021 - Crane Truck
548 65 31 14	Wtr/Swr Gas	501 000 548	Equipment Ren	79.02	Gas/Fuel Sept 2021 - Backhoe (W/S)
<b>25293</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>1553</b>	<b>Porter, Ken</b>	<b>59.00 Library Reimbursement - 1 Year</b>
572 21 49 00	Library Services	001 000 572	General Fund	59.00	Library Reimbursement - 1 Year
<b>25294</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>3986</b>	<b>Puget Sound Energy, BOT-01H</b>	<b>44.54 Natural Gas - Aug 2021 - PW</b>
531 50 47 02	Public Utility Services/Bldg	415 000 531	Storm Drain	11.14	Natural Gas - Aug 2021 - PW
534 10 47 00	Utility Services/Building -	425 000 534	Water Fund (de	11.14	Natural Gas - Aug 2021 - PW
535 10 47 00	Utility Services/Building -	430 000 535	Sewer Fund (de	11.14	Natural Gas - Aug 2021 - PW
542 30 47 02	Electricity & Gas/Bldg - St	101 000 542	City Street Fun	11.12	Natural Gas - Aug 2021 - PW
<b>25295</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>3986</b>	<b>Puget Sound Energy, BOT-01H</b>	<b>37.15 Natural Gas - Aug 2021 - CH</b>



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518 30 47 00	Public Utility Services - Ci		001 000 518 General Fund	37.15	Natural Gas - Aug 2021 - CH
			Total Puget Sound Energy, BOT-01H	81.69	
<b>25325</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>3989</b>		<b>Puget Sound Regional Council</b>
511 60 49 02	Dues, Memberships, Subsc		001 000 511 General Fund	2,222.00	FY22 Membership Dues 7/1/21-6/30/22
<b>25348</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>9440</b>		<b>Quarles, John W.</b>
518 63 40 00	General Grants, Financial A		001 000 518 General Fund	1,200.00	Rental Assistance Grant (ARPA) For Vu T Dat (Apt4) \$1200.
<b>25296</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>7000</b>		<b>RWC Group</b>
548 65 48 11	O & M - Parks/Rec		501 000 548 Equipment Ren	234.82	2009 Bobcat Loader (No License Plate) - LOF & Repairs
548 65 48 12	O & M - Street		501 000 548 Equipment Ren	234.83	2009 Bobcat Loader (No License Plate) - LOF & Repairs
<b>25260</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>7552</b>		<b>Reed, Frank</b>
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-19.85	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-15.26	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	0.59	
<b>25319</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>337</b>		<b>Roberts, Christopher</b>
521 22 43 00	Travel - Police		001 000 521 General Fund	15.00	Lunch During Firearms Training On 9/1/21 - C Roberts
<b>25320</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>4035</b>		<b>Sarco Supply</b>
518 30 31 03	Oper Sup/PWF		001 000 518 General Fund	94.77	Janitorial Supplies - PW
<b>25321</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>4035</b>		<b>Sarco Supply</b>
518 30 31 04	Oper Sup/CH		001 000 518 General Fund	188.27	Janitorial Supplies - CH
			Total Sarco Supply	283.04	
<b>25297</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>4056</b>		<b>Sherwin-Williams Company</b>
518 30 31 03	Oper Sup/PWF		001 000 518 General Fund	18.74	Paint Supplies For Offices - PW

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<b>25298</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>4058</b>		<b>Shope Concrete Products</b>	<b>845.67</b>	<b>New Catch Basin To Replace Damaged One On Rose/Contra Costa</b>
	531 50 31 02 Oper Supplies - Storm		415 000 531 Storm Drain	845.67	New Catch Basin To Replace Damaged One On Rose/Contra Costa		
<b>25339</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>7271</b>		<b>Spring Lake Cafe</b>	<b>9,000.00</b>	<b>Business Assistance Grant (ARPA) 2021 - Spring Lake Cafe \$9000</b>
	518 63 40 00 General Grants, Financial A		001 000 518 General Fund	9,000.00	Business Assistance Grant (ARPA) 2021 - Spring Lake Cafe \$9000		
<b>25299</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>4102</b>		<b>Stripe Rite Inc</b>	<b>5,100.90</b>	<b>City Wide Street Markings Painted (Center</b>
	542 30 48 01 Rep & Maint - Street Maint		101 000 542 City Street Fun	5,100.90	City Wide Street Markings Painted (Center Lines)		
<b>25300</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>4328</b>		<b>Systems for Public Safety Inc</b>	<b>18,224.33</b>	<b>Emergency Equipment Installed On 2021 Ford Interceptor - 71535D (V Celis)</b>
	594 21 64 00 Machinery & Equipment - I		001 000 521 General Fund	18,224.33	Emergency Equipment Installed On 2021 Ford Interceptor - 71535D (V Celis)		
<b>25301</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>4328</b>		<b>Systems for Public Safety Inc</b>	<b>1,042.25</b>	<b>Remove All Emergency Equipment From 2011 Crown Vic #52951D</b>
	548 65 48 08 O & M - Police		501 000 548 Equipment Ren	1,042.25	Remove All Emergency Equipment From 2011 Crown Vic #52951D		
<b>25302</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>4328</b>		<b>Systems for Public Safety Inc</b>	<b>1,078.92</b>	<b>Remove All Emergency Equipment From 2011 Crown Vic #52952D</b>
	548 65 48 08 O & M - Police		501 000 548 Equipment Ren	1,078.92	Remove All Emergency Equipment From 2011 Crown Vic #52952D		
			Total Systems for Public Safety Inc	20,345.50			
<b>25323</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>4121</b>		<b>Tacoma Diesel &amp; Equip Inc</b>	<b>911.75</b>	<b>Remove Old Batteries And Install New Ones On Well #9 Generator</b>
	534 50 48 01 Rep & Maint - Water Main		425 000 534 Water Fund (de	911.75	Remove Old Batteries And Install New Ones On Well #9 Generator		
<b>25303</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>4135</b>		<b>Tacoma Screw Products Inc</b>	<b>21.35</b>	<b>Bolts For Bench At Whittier Tennis Courts</b>
	576 80 31 02 Oper Supplies - Parks		001 000 576 General Fund	21.35	Bolts For Bench At Whittier Tennis Courts		
<b>25332</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>4322</b>		<b>Tacoma, City of - POWER</b>	<b>8,019.68</b>	<b>Power - Various Locations - Sept 2021</b>
	518 30 47 00 Public Utility Services - Ci		001 000 518 General Fund	73.10	Time & Temp Power - Sept 2021		

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518 30 47 00	Public Utility Services - Ci		001 000 518 General Fund	639.60	City Hall Power - Sept 2021
531 50 47 02	Public Utility Services/Bldg		415 000 531 Storm Drain	88.32	PW Bldg Power Storm - Sept 2021
534 10 47 00	Utility Services/Building -		425 000 534 Water Fund (de	88.31	PW Bldg Power Water - Sept 2021
534 80 47 01	Utility Services/Pumping		425 000 534 Water Fund (de	4,246.71	Well 4,9 And Golf Course Tank Power - Sept 2021
535 10 47 00	Utility Services/Building -		430 000 535 Sewer Fund (de	88.31	PW Bldg Power Sewer - Sept 2021
535 80 47 01	Utility Services/Pumping		430 000 535 Sewer Fund (de	1,067.21	Lift Stations Power - Sept 2021
542 30 47 02	Electricity & Gas/Bldg - St		101 000 542 City Street Fun	88.32	PW Bldg Power Street - Sept 2021
542 63 47 00	Electricity/Street Lights		101 000 542 City Street Fun	1,174.25	Street Lights Power - Sept 2021
548 65 47 00	Utilities ShopGarage		501 000 548 Equipment Ren	30.98	F&E Garage Power - Sept 2021
576 80 47 00	Public Utility Services - Pa		001 000 576 General Fund	434.57	Parks Power - Sept 2021
<b>25310</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>4139</b>	<b>442.64</b>	<b>2021 WCMA Summer Conference Lodging - S Pingel</b>
			<b>Tapco Visa Card</b>		
513 10 43 00	Travel - Admin		001 000 513 General Fund	365.64	2021 WCMA Summer Conference Lodging - S Pingel
513 10 43 00	Travel - Admin		001 000 513 General Fund	27.00	PCC CAO Meeting Lunch - Aug 2021 - S Pingel
518 10 49 00	Miscellaneous - Non-Dept		001 000 518 General Fund	50.00	Annual Fee - Tapco
<b>25259</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>3354</b>	<b>72.08</b>	<b>11-02040.2 - 1331 BERKELEY AVE</b>
			<b>Thompson, Troy</b>		
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-72.08	
<b>25305</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>9003</b>	<b>300.00</b>	<b>Fiscal Agent Fee For Park Bond</b>
			<b>U.S. Bank St. Paul</b>		
594 76 62 03	Buildings & Structures		301 000 594 Park Bond Capi	300.00	Fiscal Agent Fee For Park Bond
<b>25306</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>4188</b>	<b>440.11</b>	<b>Aircards (10) -Sept 2021</b>
			<b>Verizon Wireless LLC</b>		
521 22 42 00	Communication - Police		001 000 521 General Fund	400.10	Aircards (10) -Sept 2021
531 50 42 00	Communication - Storm		415 000 531 Storm Drain	10.00	PW Aircards - Sept 2021
534 10 42 00	Communication - Water		425 000 534 Water Fund (de	10.00	PW Aircards - Sept 2021
535 10 42 01	Communication - Sewer		430 000 535 Sewer Fund (de	10.00	PW Aircards - Sept 2021
542 30 42 00	Communication - Street		101 000 542 City Street Fun	10.01	PW Aircards - Sept 2021
<b>25333</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>4188</b>	<b>993.14</b>	<b>Shared Plan (23 Lines) - Sept 2021</b>
			<b>Verizon Wireless LLC</b>		
513 10 42 00	Communication - Admin		001 000 513 General Fund	41.96	Shared Plan (23 Lines) - Sept 2021
518 30 42 00	Communication - Fac/Equi		001 000 518 General Fund	73.92	Shared Plan (23 Lines) - Sept 2021
521 22 42 00	Communication - Police		001 000 521 General Fund	417.65	Shared Plan (23 Lines) - Sept 2021
524 20 42 00	Communications- Bldg		001 000 524 General Fund	20.98	Shared Plan (23 Lines) - Sept 2021
531 50 42 00	Communication - Storm		415 000 531 Storm Drain	72.94	Shared Plan (23 Lines) - Sept 2021
534 10 42 00	Communication - Water		425 000 534 Water Fund (de	72.94	Shared Plan (23 Lines) - Sept 2021
535 10 42 01	Communication - Sewer		430 000 535 Sewer Fund (de	72.94	Shared Plan (23 Lines) - Sept 2021
542 30 42 00	Communication - Street		101 000 542 City Street Fun	72.95	Shared Plan (23 Lines) - Sept 2021
558 60 42 00	Communications - Planning		001 000 558 General Fund	20.98	Shared Plan (23 Lines) - Sept 2021
576 80 42 00	Communication - Parks		001 000 576 General Fund	125.88	Shared Plan (23 Lines) - Sept 2021

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			Total Verizon Wireless LLC	1,433.25	
<b>25307</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>7326 Wakefield, Bryce</b>	<b>82.54</b>	<b>2021 ERWOW Fall Conference Mileage - B Wakefield</b>
	534 10 43 00	Travel - Water	425 000 534 Water Fund (de	82.54	2021 ERWOW Fall Conference Mileage - B Wakefield
<b>25308</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>4231 Water Mgmt Labs Inc</b>	<b>311.00</b>	<b>Water Testing - Aug 2021</b>
	534 80 41 00	Water Testing	425 000 534 Water Fund (de	311.00	Water Testing - Aug 2021
<b>25309</b>	<b>09/28/2021</b>	<b>09/28/2021</b>	<b>9558 Zakoian, Zachary</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

Report Total: 1,069,220.86

Fund	
001 General Fund	127,619.25
101 City Street Fund	6,878.63
301 Park Bond Capital Fund	731,168.77
415 Storm Drain	7,630.18
425 Water Fund (department)	25,422.90
426 Water Improvement Fund	157,620.77
430 Sewer Fund (department)	9,184.44
501 Equipment Rental Fund	3,695.92

This report has been reviewed by:

REMARKS:

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

\_\_\_\_\_  
Date

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

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

**PRESIDING OFFICER’S REPORT**

**A. Community Center Project Update**

Grover reported that the flooring was polished today, the exterior siding is being installed, and the solar panels will start being installed next week. The project is running into supply chain issues as they are having trouble securing lighting and a flagpole. Lastly, Grover has ordered the furniture and it will be delivered in November.

There was discussion regarding the completion timeframe for the new facility and Grover reported that staff plans to be at substantial completion sometime in November or December and the target date to open is the second week of December. After a discussion, Grover reported that the basketball court is high school size, and the bricks will be installed at the plaza in late October.

Mayor George briefed the Council on a letter he received from a group of seven young people advocating for a skate park at Whittier Park. Mayor George intends on writing a response to the children.

**CITY MANAGER COMMENTS**

**A. Tacoma Fire BLS Transport Services**

City Manager Pingel reported that he met with Tacoma Fire, and they are looking into offering basic life support (BLS) transport in-house rather than contracting with American Medical Response. (AMR) The City would need to amend the municipal code to allow for the City of Tacoma to bill our community members for BLS transport. The cost to the residents will be lower and the level of service will increase using Tacoma Fire rather than AMR. There was a discussion regarding the difference between BLS and ALS (advanced life support), which Tacoma Fire already has at the station. BLS frees up resources by triaging emergency calls.

Councilmember Barrentine joined the meeting at 7:13 P.M.

**B. Christmas Tree Options**

Pingel reported that the current tree at Alice Peers Park is in decline and staff have looked to find options to either move the long-standing tradition to the new Community Center or replace the current tree. Viafore requested the arborist report. There was a Council Consensus to move the agenda item to next week’s Study Session meeting.

**C. I.T. Services Contract Amendment**

Pingel reported that the staff would like to adjust the contract with Right Systems to assign one dedicated technician to be on-site 4 days a week. The cost will be \$500 per month or \$6,000 per year. The staff intends to bring the contract amendment to the Council at an upcoming Council meeting.

**DEPARTMENT HEAD COMMENTS**

- Police Chief Cheesman reported the Officers have received defibrillators and our officers will be a part of the pilot program with Tacoma Fire.
- Public Works Director Bemis reported that the pipe bursting project has started and the paving project along Farallone will be starting soon. Viafore requested the bid documents for the paving project. Lastly, Bemis thanked Arlette Burkhart for her service to the Public Works department. Mayor George asked if the department was affected by the power outage and Bemis reported that the generator turned on.

**COUNCILMEMBER COMMENTS**

- Rieke hopes to connect with the youth in the community who wrote the letter to the Mayor and use the public engagement process as a teaching moment. Rieke thanked Pingel and Bemis for their efforts in addressing the parking area along Electron Way.
- Barrentine thanked the Parks & Recreation staff for the events and gave thanks to all the volunteers who commit to helping their community.
- Wittner commented that there are many maintenance needs at Wainwright and the trees have not been replaced. Wittner reported that drivers are attempting to turn left on Alameda Ave from Wainwright, and it is hazardous. He asked if Tacoma Schools could remove the left turn lane.
- Reynolds read a passage from the Washington State Department of Health regarding the importance of mask-wearing.
- Viafore commented the tree code is not being enforced at both schools and asked about where in the process staff is regarding amending the design guidelines for schools. George reported that the School District has been open to City input regarding the Whittier replacement.
- George thanked the five members of the public attending remotely for joining and reported that he met with a resident concerning the speeding along Columbia Ave.

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

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

- Brian Rybolt, 1036 Daniels Drive, commented that he is concerned about drivers tailgating along Electron Way and Regents Blvd creating an unsafe situation.

Chief Cheesman reported that the emphasis for patrols has been our schools, parks, and increased traffic patrol.

**COMMITTEE, COMMISSION, AND LIAISON REPORTS**

**A. Administration**

Viafore encouraged Council participation with the 2022 budget.

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

Rieke reported that the Planning & Building department has made excellent progress towards their goals and major permits are being accepted online. Online submittals provide better and more efficient service to our community members.

**C. Finance, IT, Facilities**

Wittner reported that the Finance Department is well into the budget season and the new front desk person will start on Monday, September 27, 2021.

**D. Other Liaison Reports**

There were none.

**CONSENT CALENDAR**

George requested the City Clerk read the Consent Calendar: approval of Voucher No. 216924 through Voucher Check No. 216924 in the amount of \$131,596.00; approval of Payroll electronic funds transfer in the amount of \$136,899.00; approval of Voucher No. 14082 through Voucher Check No. 14084 in the amount of \$8,184.78; approval of Payroll Check No. 14085 through Payroll Check No. 14090 in the amount of \$55,607.04; approval of Payroll electronic funds transfer in the amount of \$134,496.77; 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; 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; and approval of August 24, 2021, Regular Meeting minutes; **Wittner MOVED to approve the Consent Calendar as read; seconded by Barrentine. The Motion Carried (7-0).**

**PUBLIC HEARING**

No Public Hearing was scheduled.

**UNFINISHED BUSINESS**

There was no unfinished business.

**NEW BUSINESS**

**A. Motion: Confirmation of Municipal Court Judge Appointment**

Pingel reported that Judge John Miller has served the community well over the past 26-plus years and recommends that he gets reappointed to another 4-year term, **Viafore MOVED to confirm the City Manager’s appointment of John A. Miller as Municipal Court Judge for a four-year term; seconded by Wittner.** George invited council member comments; There was a council discussion thanking the Judge for his commitment to the City and compassionately leading the Court. The Council appreciates the dedication and hard work throughout the years. George invited public comment; none were provided. **The Motion Carried (7-0).** Judge Miller thanked the Council and gave kudos to the Court staff as they run the day-to-day operations.

**B. Resolution No. 1724: Agreement with City of Tacoma for the Holding Basin**

**Bemis** briefed the Council on the proposed Resolution and reported that the contract addresses maintenance needs at the holding basin and will help the department meet compliance expectations. **Wittner MOVED to adopt Resolution No. 1724, authorizing the City Manager to execute an Interlocal Agreement with the City of Tacoma for future maintenance needs within the Tacoma Holding Basin; seconded by Barrentine.** George invited councilmember comments; none were provided. George invited public comment; none were provided. **The Motion Carried (7-0).**

**CALL FOR FINAL COMMENTS**

Viafore welcomed City Attorney Evans and looks forward to working with her in the future.

Waltier thanked Community Events Coordinator Schmidtke for the great events and for reporting the event details in the P-1 updates.

Councilmember Wittner left the meeting at 8:07 P.M. and did not return.

**EXECUTIVE SESSION**

- A. At 8:07 P.M. George reported that the Council would take a five-minute recess and convene into Executive Session, not to exceed 30 minutes, to review the performance of a public employee per RCW 42.30.110(g). George invited City Manager Pingel to join the Executive Session.

At 8:30 P.M., the Council reconvened into regular session.

**ADJOURNMENT**

**Viafore MOVED to adjourn the meeting at 8:30 P.M., seconded by Waltier. The Motion Carried (6-0).**

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Hunter T. George, Mayor

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Jayne Westman, City Clerk



## FIRCREST CITY COUNCIL AGENDA SUMMARY

**PUBLIC HEARING:** Amendments to FMC 22.58.003, Accessory Buildings  
**ITEM:** 11A

**FROM:** Jayne Westman, Administrative Services Director

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**RECOMMENDED MOTION:** None. Public Hearing Only.

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**PROPOSAL:** The City of Fircrest proposes to amend FMC 22.58.003, Accessory Buildings.

The proposal would add a reduction to the rear setback for through-lots to the exceptions allowed with an administrative use permit (AUP). Administrative use permits are addressed in FMC 22.70 and the cost to the homeowner is \$250 with a deposit amount of \$300. (\$550 total)

The amendment would allow greater use of the rear yard by property owners. The current code for accessory buildings states the rear yard setback for through-lots is to be the same as the front yard setback for structures that require a building permit. This mandates a 20 or 25-foot rear setback versus the standard 5-foot rear setback for buildings over 200 square feet. For many properties, this means they are not allowed to fully use their rear yards as other properties in Fircrest. As this restriction is due to a code standard and not a uniqueness to the property, they would not qualify for a variance.

The amendment would apply to approximately 142 lots (see Exhibit 3, Through-Lot Analysis). Of that, five are “double lots” (and will like by subdivided before development) and 35 are in planned neighborhoods such as The Commons or Fircrest Greens, which have additional covenant requirements. Of the 102 left, only six properties have a rear yard adjacent to a front yard. The remainder primarily functions as rear yards for the entire block and often have 6-foot fences along the rear property line. Most rear yards are along Alameda Avenue, Claremont Street, and 67th Avenue.

By adding it to the exceptions section versus eliminating the larger setback, it would provide outreach to the adjacent neighbors so any potential impacts can be addressed before approval by the Director.

**FISCAL IMPACT:** The proposed amendments will have no direct fiscal impact.

**ADVANTAGE:** The proposed amendments would provide greater flexibility for through-lot properties while still requiring a higher level of review.

**DISADVANTAGES:** None identified.

**ALTERNATIVES:** The City Council could choose to not approve or amend the proposed amendments.

**HISTORY:** At the March 2, 2021, Planning Commission meeting, staff presented a request from the property owners at 1046 Buena Vista for the City to consider amending the setback restrictions

for accessory buildings in the rear yard of through-lots. Staff identified three possible options the Planning Commission could consider: treating through-lot setbacks like rear setbacks, reducing the setback, or adding a reduction to the setback to the exceptions that can be granted under an administrative use permit.

At the April 6, 2021 meeting, the Planning Commission added amending the code to their work plan and directed staff to move forward with drafting a proposed amendment to include it as an exception option.

At the May 4, 2021, meeting, the Planning Commission held a public hearing and recommended the adoption of the amendment. No comments were received.

At May 17, 2021, City Council Study Session, the City Council directed staff to schedule a second public hearing with the Planning Commission after sending information to properties potentially affected by the change.

At the July 6, 2021, meeting, the Planning Commission held a second public hearing and recommended the adoption of the amendment.

The City prepared an Environmental Checklist and issued a Determination of Nonsignificance/Adoption of Existing Environmental Documents on April 15, 2021. The environmental determination was issued with a 14-day comment/appeal period ending on April 29, 2021. No comments were received.

The City submitted a 60-day Notice of Intent to Adopt to the Washington State Department of Commerce on April 15, 2021. The state agency comment period will end on June 14, 2021. No comments received.

**ATTACHMENTS:** [Proposed Code Amendments](#)  
[Ex. 3 -Through-Lot Analysis](#)

## Recommended Amendments

### 22.58.003 Accessory buildings.

(a) One or more detached accessory buildings, including, but not limited to, garages, carports, garden sheds, greenhouses and other similar structures, may be constructed on a parcel containing a principal residential structure, subject to the following standards:

Maximum building footprint area	600 sf.
Maximum lot coverage	10% of the lot area or 1,000 sf, whichever is less, for all accessory buildings combined on a single lot.
Maximum building height	18 feet at top of ridge and 10 feet at top of wall.
Minimum front yard setback	Same as specified for principal residential structure.
Minimum interior side yard setback	5 feet.
Minimum side street side yard setback on a corner lot	Same as specified for principal residential structure if building permit required, otherwise 5 feet.
Minimum rear yard setback	5 feet.
Minimum setback from "rear" lot line of a "through lot"	Same as specified for required front yard for principal residential structure if building permit required, otherwise 5 feet.
Minimum setback from alley	5 feet. Vehicle access points from garages, carports or fenced parking areas shall be set back from the alley property line to provide a straight-line separation of at least 22 feet from the access point to the opposite property line of the alley. No portion of the garage or the door in motion may cross the property line abutting the alley.
Minimum separation from principal residential structure	5 feet. Note: the building code may require additional separation based on construction design.
<i>Calculations resulting in a fraction shall be rounded to the nearest whole number with .50 being rounded up.</i>	

(b) Exceptions ~~to Building Footprint Area, Height and Lot Coverage Limits~~. The director may grant an administrative use permit for a building that exceeds the building footprint, height, or lot coverage standards, or reduces the rear setback of a through lot listed in subsection (a) of this section if it finds that:

- (1) The building and its use will not significantly impact adjoining properties;
- (2) The architecture will incorporate exterior finish materials and design elements consistent with, or superior to, that of the principal residential structure on the property;
- (3) The building will fit the character of the neighborhood;
- (4) The architecture complies with the city's design guidelines;
- (5) The building footprint will not exceed 800 square feet, and the building height will not exceed 21 feet at the top of ridge or 12 feet at the top of wall; and
- (6) The combined building footprints of existing and proposed accessory buildings on the same lot will not exceed 1,000 square feet.

(7) The building will maintain a minimum setback of 5 feet and not encroach into a clear vision triangle. If the building is in a rear yard of a through lot that is adjacent to a front yard, it shall maintain a minimum of a 15-foot setback.

(c) Determination of Attached Versus Detached Status for Garages. A garage that is connected to a principal residential structure by an architecturally integrated, covered breezeway is classified as an attached garage if the separation between the parallel walls of the garage and principal structure does not exceed eight feet. For purposes of determining allowable setbacks, height and lot coverage, an attached garage is treated as if it were part of the principal structure. If the separation between the parallel walls of a garage and principal structure exceeds eight feet, the garage is classified as a detached building subject to the accessory building standards listed in this section.



- ▭ Through Lot
- ▭ Adjacent Through Lot
- ▭ Planned Development
- ▭ Double Lot

**THIS IS NOT A SURVEY**  
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 The City of Proctor assumes no liability  
 for mistakes or omissions by third parties.  
 For Information Use Only  
 Map produced: 4/26/2021

# Through-lot Analysis



**NEW BUSINESS:**           **Approval of Interlocal Agreement establishing the South Sound Housing Affordability Partners (SSHA<sup>3</sup>P)**  
**ITEM: 13A.**

**FROM:**                   **Scott Pingel, City Manager**

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**RECOMMENDED MOTION:**   **I move to adopt Resolution No.\_\_\_\_\_, authorizing the City Manager to execute an Interlocal Agreement for the establishment of a regional coalition known as the South Sound Housing Affordability Partners.**

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**PROPOSAL:** The Council is being asked to adopt a resolution directing that the City Manager execute the Interlocal Agreement (IGA) to join the South Sound Housing Affordability Partners (SSHA<sup>3</sup>P). Initial membership is required through December 31, 2023. After that date, the City may withdraw in any given year with 6 month’s notice.

**FISCAL IMPACT:** The cost of becoming a member of SSHAP is estimated to be between \$2,000 and \$4,400. The final cost will depend on how many governments join.

**ADVANTAGE:** SSHAP proposes to be a housing affordability, attainability, and accessibility resource for member governments.

**DISADVANTAGES:** Annual dues.

**ALTERNATIVE:** The Council can choose to not adopt the resolution.

**HISTORY:** The Fircrest City Council has been considering whether to join the South Sound Housing Affordability Partners since April 2020. Concerns regarding SSHAP’s proposed purpose, structure, and draft Intergovernmental Agreement (IGA) have been voiced by various City Councilmembers. SSHAP consultants along with Pierce County Executive Dammeier and Tacoma Mayor Woodards have attended two Study Sessions with the Fircrest City Council to discuss SSHAP and answer questions.

**ATTACHMENTS:** [Resolution](#)  
[SSHAP Agreement](#)



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**Section 3. Effective Date.** This resolution shall be in full force and effect immediately after final passage.

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**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON,** at a regular meeting thereof this 28<sup>th</sup> day of September 2021.

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**APPROVED:**

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Hunter T. George, Mayor

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**ATTEST:**

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Jayne D. Westman, City Clerk

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**APPROVED AS TO FORM:**

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Hillary J. Evans, City Attorney

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. EXECUTIVE BOARD.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

7. MEETINGS OF EXECUTIVE BOARD.

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

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

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

8. ADVISORY BOARD.

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

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

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

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

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

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

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

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

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

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

9. MEETINGS OF ADVISORY BOARD.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

17. INDEMNIFICATION AND HOLD HARMLESS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Signature Page Follows)

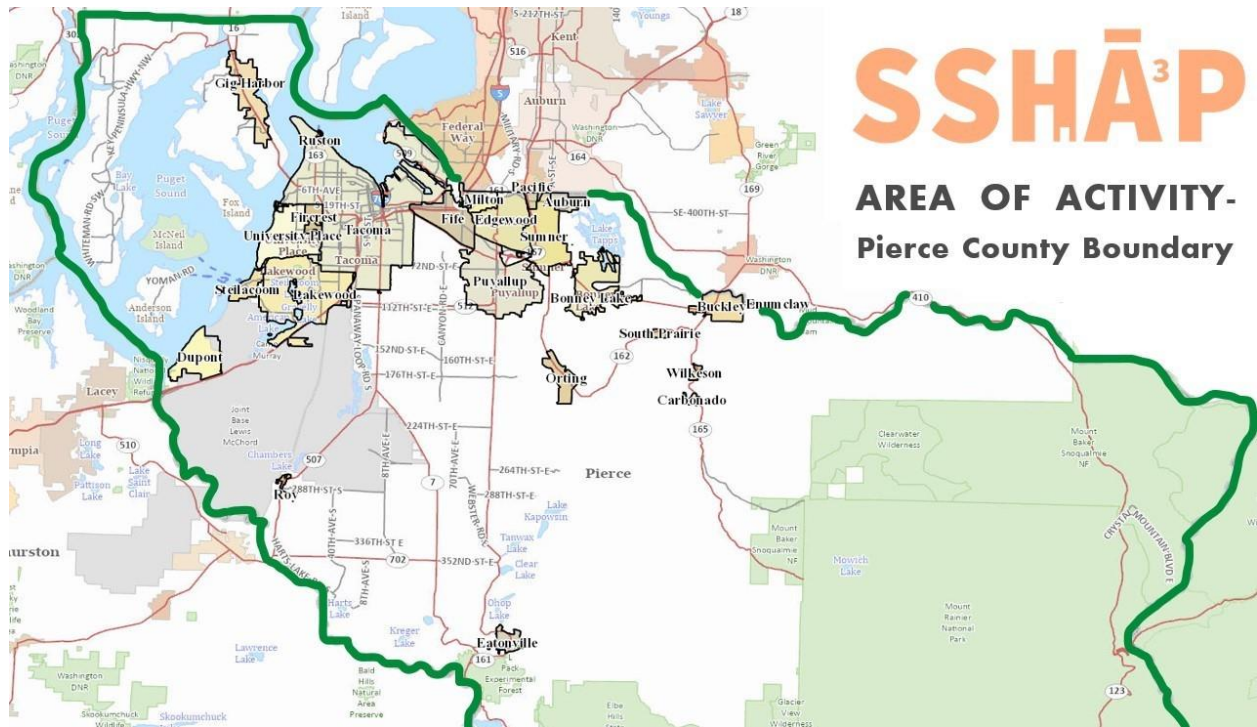


Approved and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

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

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



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

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

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

**DRAFT BUDGET PROPOSAL (10 Governments)**

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

**Funding for 6 Months Operations**

**Annual Expense Budget**

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

**Revenue Budget**

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

**Shares for participating governments:**

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

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

**Annual Expense Budget**

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

**Revenue Budget**

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

**Shares for participating governments:**

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

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

**Annual Expense Budget**

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

**Revenue Budget**

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

**Shares for participating governments:**

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

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

**Annual Expense Budget**

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

**Revenue Budget**

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

**Shares for participating governments:**

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

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

**Annual Expense Budget**

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

**Revenue Budget**

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

**Shares for participating governments:**

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



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

**Annual Expense Budget**

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

**Revenue Budget**

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

**Shares for participating governments:**

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

**NEW BUSINESS:** Approval of Amendment #1 to the Information Technology Services Agreement with Right Systems, Inc.  
**ITEM: 13B**

**FROM:** Scott Pingel, City Manager

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**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute Amendment #1 to the Information Technology Services Agreement with Right Systems, Inc.

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**PROPOSAL:** The Council is being asked to authorize the City Manager to execute Amendment #1 of the contract for I.T. Services with Right Systems, Inc. This amendment will add 4 hours per week of a dedicated on-site technician to take care of the on-site specific needs of City staff.

**FISCAL IMPACT:** This amendment adds \$500 per month to the City's I.T. Services contract, \$6,000 annually. The original contract is for \$3,350 per month. The amended contract will cost \$3,850 per month.

**ADVANTAGE:** This amendment will add 4 hours per week of a dedicated on-site technician to take care of the on-site specific needs of City staff. This will be a specific technician the City has requested in order to have a technician that is familiar and efficient with the City's most common needs.

**DISADVANTAGES:** The amendment adds \$500 per month to the contract.

**ALTERNATIVES:** Do not amend the contract.

**HISTORY:** Right Systems, Inc. has provided the City I.T. Services since January 2020. They initially upgraded the City's I.T. systems and infrastructure, which has provided the City with a secure and robust I.T. system. Right Systems has provided the City with great service since originally contracting with them.

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

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT #1 TO THE INFORMATION TECHNOLOGY SERVICES CONTRACT WITH RIGHT SYSTEMS, INC.**

**WHEREAS**, the City of Fircrest desires to increase the level of service provided by the information technology services contract with Right Systems, Inc; and

**WHEREAS**, Right Systems, Inc. has the resources to provide an on-site technician for 4 hours per week dedicated to the City of Fircrest.

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

**Section 1.** The City Manager is hereby authorized and directed to execute Amendment #1 of the contract for information technology services with Right Systems, Inc.

**Section 2.** This Resolution shall take effect and be in full force immediately upon its adoption.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON**, at a regular meeting thereof this 28<sup>th</sup> day of September 2021.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Hillary J. Evans, City Attorney

**AMENDMENT #1  
TO THE CITY OF FIRCREST**

**PROFESSIONAL SERVICES AGREEMENT WITH RIGHT SYSTEMS, INC. FOR  
INFORMATION TECHNOLOGY SERVICES.**

This amendment is hereby made and entered into this 28<sup>th</sup> day of September 2021, by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the “City” and Right Systems, Inc, hereinafter referred to as “Consultant”, to be effective October 6, 2021.

NOW, THEREFORE, the parties agree as follows:

**1. Purpose.**

The purpose of this amendment is to amend the January 14, 2020 agreement (“the Agreement”). This amendment is limited to the amendments as set forth herein. All of the remaining terms and conditions of the January 14, 2020 agreement shall remain in full force and effect. In the event of any conflict between the Agreement and this Amendment, this Amendment shall control over the Agreement to the extent necessary to give effect to the intent of the parties hereunder. The amendment is as follows:

**2. Amendment.**

Exhibit A to the Agreement shall be amended to include Attachment 1, attached hereto, and by reference herein, shall be considered a part of the contract for information technology services.

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

**CITY OF FIRCREST**

**Right Systems, Inc.**

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

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

**APPROVED AS TO FORM:**

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

**ATTEST:**

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

# Attachment 1



## Agreement Amendment

In reference to the Managed Services Agreement between Right! Systems, Inc. (RSI) and City of Fircrest, both parties hereby agree, by the signature of an authorized representative, that this document will amend and be fully incorporated into the existing agreement.

Agreement Name: **Managed Service Agreement**

Reason for Amendment: **Addition of Onsite Resources**

Addition	Addition Cost	Original Monthly Cost	New Monthly Cost
One (1) RSI resource: Onsite for four (4) hours, once a week	\$500.00	\$3,350.00	\$3,850.00

**Purchase Order Issuance (if applicable):** City of Fircrest shall issue a written Purchase Order to RSI or shall issue an Amendment to its original Purchase Order issued under this Agreement.

Except as changed herein, all terms and conditions of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Agreement Amendment to be fully executed.

City of Fircrest	Right! Systems, Inc.
Name:	Name:
Signature:	Signature:
Title:	Title:
Date:	Date:

This Amendment is valid for signature 15 days from September 23, 2021.

**Please email signed document to [projectservices@rightsys.com](mailto:projectservices@rightsys.com) .**

# FIVE YEAR FORECAST GENERAL FUND 2022-2026

## **PURPOSE**

It is the responsibility of the City Council of Fircrest to evaluate the financial condition of the City and project the ability of the City to meet the current and future demands for service to the citizens of the community. The review is to be conducted annually.

## **INTRODUCTION**

The City Council of Fircrest historically has adopted an annual budget document that addresses the critical issues and mandates facing the City within the limits of the City's resources. This Five-Year Forecast document is one of many tools used to assist in the management and planning of future budget decisions.

The analysis of the impact of financial decisions on the Five-Year Plan will become an integral part of the City Council and Staff dialogue relating to budgets and ongoing operations. It will serve as a guide to the City Council in steering the City through decisions that affect current and future budgets.

Council and staff will continue to refine the assumptions built into the Five-Year Forecast. Changes will be adopted after measuring past and current trends to obtain more accurate information on the fiscal impact of key revenue or expense items. By constantly updating this plan, the City Council will maintain and improve the future financial flexibility and integrity of the City.

As with any planning process, events will unfold contrary to even the best projections. The City's financial future is no exception. This planning document will continue to evolve and change with the times. It will be an invaluable tool by the City Council in understanding the impact of changing economic factors and decisions on the future financial viability of the City.

## **HISTORY**

Understanding the history of the City is essential to the development of sound policy statements. Fircrest has a population just under seven thousand, and the geographical area covers approximately 1.55 square miles.

Historical trends reveal the effect of changes and policy decisions made by the Council. It has been crucial for the City to listen to its citizens and adopt policies consistent with their direction. The financial policies have proven to be an invaluable tool when facing the challenges of the past two years. Armed with the fiscal policies incorporated over the years, the Council has not only been able to meet the challenge of COVID-19 but has also been able to achieve building a new pool and community center.

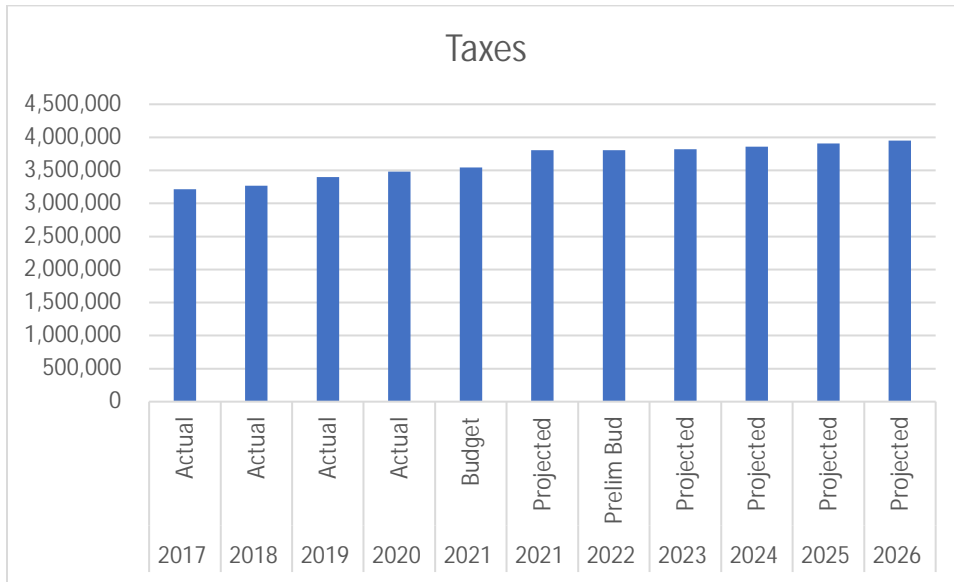
## **FIVE-YEAR GENERAL FUND REVENUE FORECAST**

### **ASSUMPTIONS:**

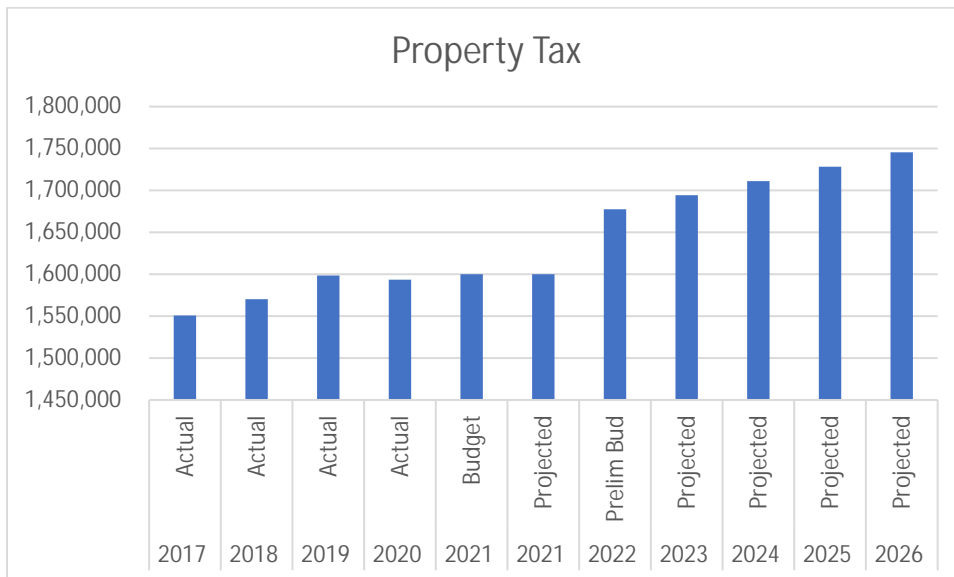
- General Property Tax is forecasted with a 1% increase per year
- Retail Sales Tax is forecasted assuming the construction of Whittier School in 2025/2026.
- Capital forecast includes \$75,000 per year but could be much lower or higher depending on needs.
- Recreation and pool revenue includes conservative amounts for new programs.
- All other revenue is forecasted on a conservative basis.
- Cash flow reserves are estimated at a flat amount of \$1.4 million (approximately three months of operating expenses) .
- Salary and benefits are forecasted at current staffing level and are increased each year for estimated CPI.
- The 2021 Projected column includes the actual beginning fund balances and other items from the Budget Amendment introduced at the March 9<sup>th</sup> council meeting.
- The 2022 Projected column includes the 2022 Preliminary Budget projections.

General Fund Revenue consists of six (6) categories.

1. **TAXES** This category consists of General and EMS Property taxes, Zoo tax, Retail Sales & Use tax, Local Criminal Justice, Gas, Garbage, Cable, Telephone, Water, Sewer, Storm Drain and Gambling tax.



**Property Tax** The largest line in the tax category is General Property Tax. Property taxes are based on a tax rate levied on the assessed value of properties and limited to a 1% increase per year plus new construction and annexations to the City. In 2020 and 2021 the Council banked the 1% allowable. New construction continues to provide some increased revenues to the City. Historically, the Council transfers 12.5% - 15% of property tax collections to fund the Street Department. The 2022-2026 Projected includes a 15% transfer.



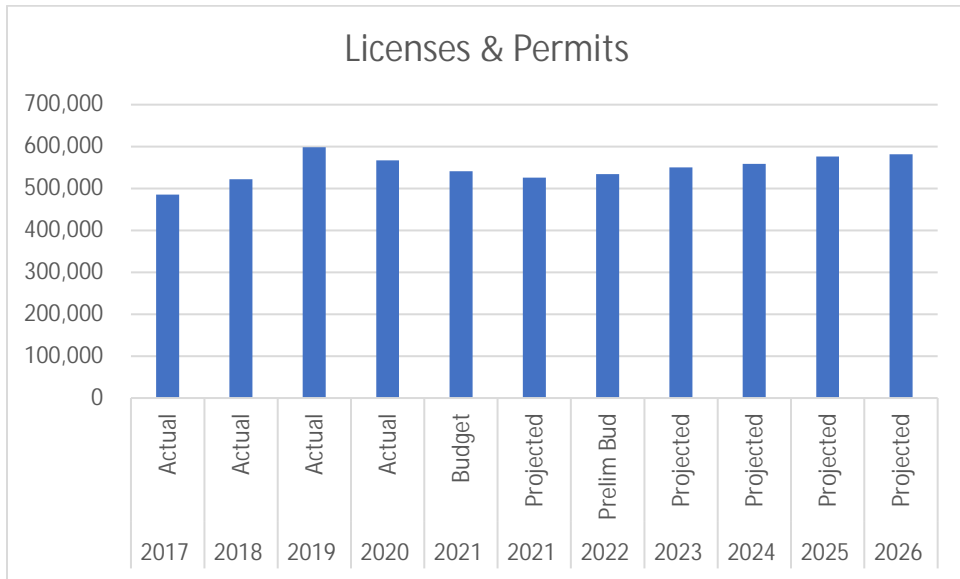


**Retail Sales Tax** The second largest line is Retail Sales Tax

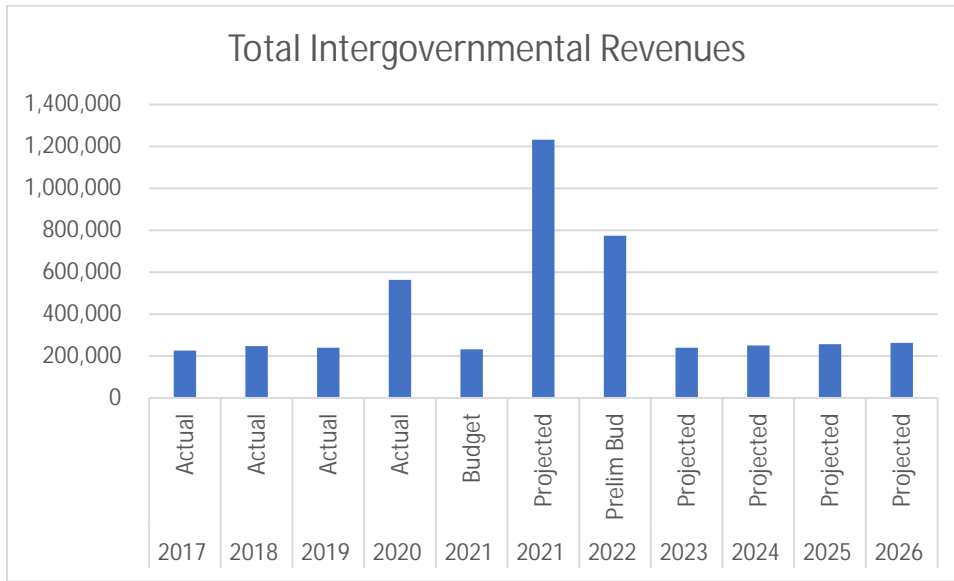


2. **TOTAL LICENSES & PERMITS** This category consists of Business Licenses, Building, Mechanical, Plumbing, Excavate, and Sign Permits and Investigation Fees.

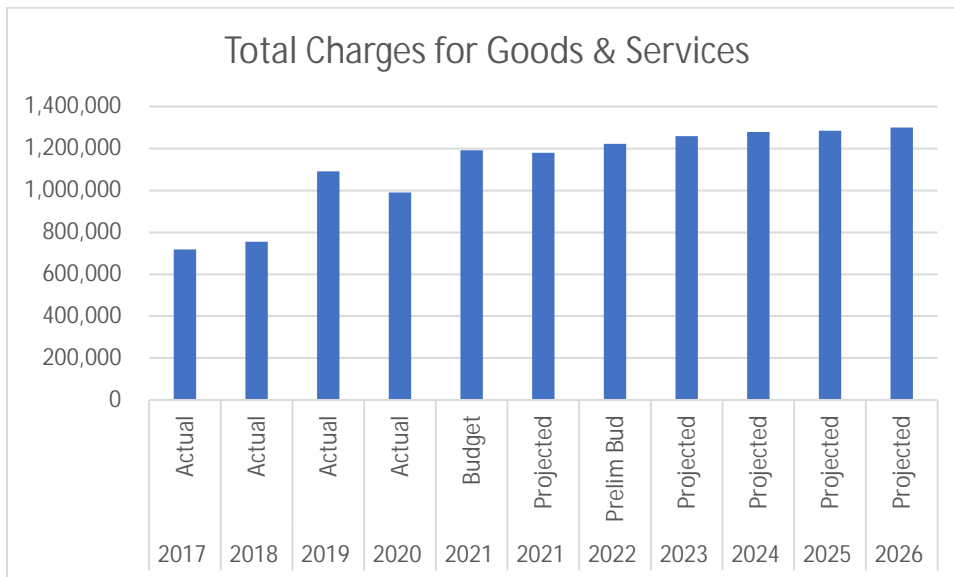
This category will fluctuate based on the amount of current year building projects.



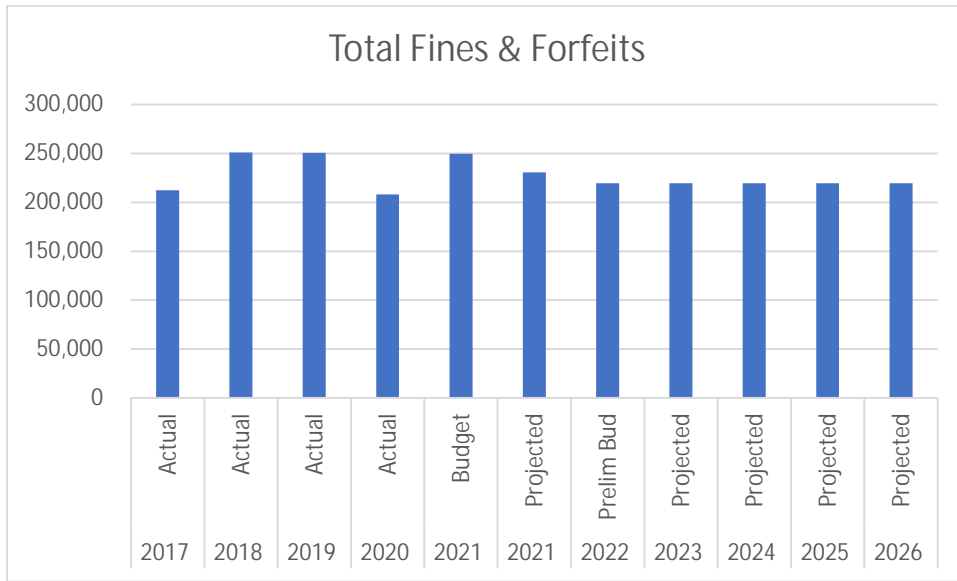
- 3. TOTAL INTERGOVERNMENTAL REVENUE** This category consists of revenue received from other government agencies and includes City Assistance, grants from the State of Washington, Criminal Justice Programs, DUI, Liquor Excise Tax and Liquor Board Profits and ARPA grant funding.



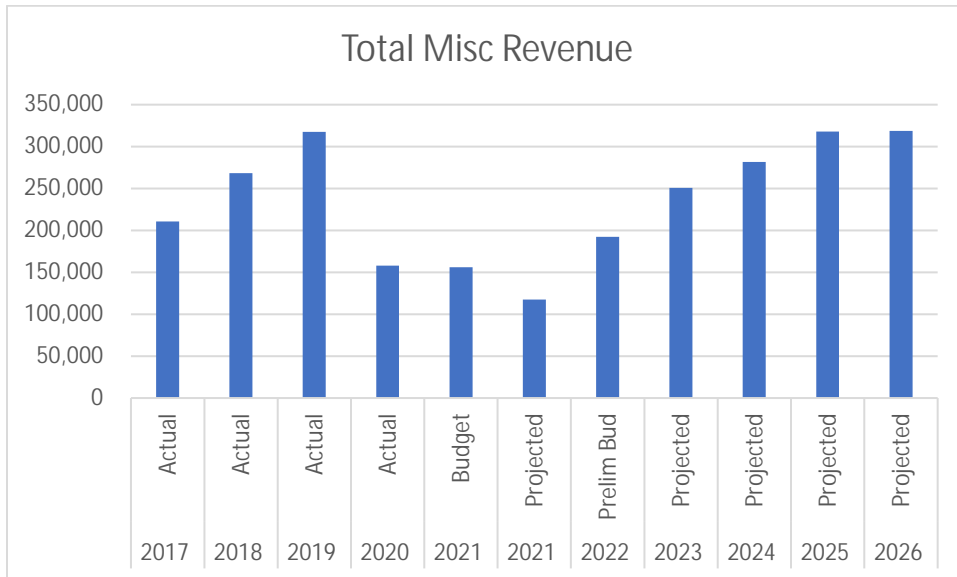
- 4. TOTAL OTHER SERVICES & CHARGES** This category consists of Passport Fees, Planning Permits, Site Development, Plan Checking Fees, Swimming Pool Revenue and Recreation Fees. Instructor Based Revenue is based on revenue collected. The City collects the fee for classes taught by outside instructors and pays the instructors a percentage of the amount collected.



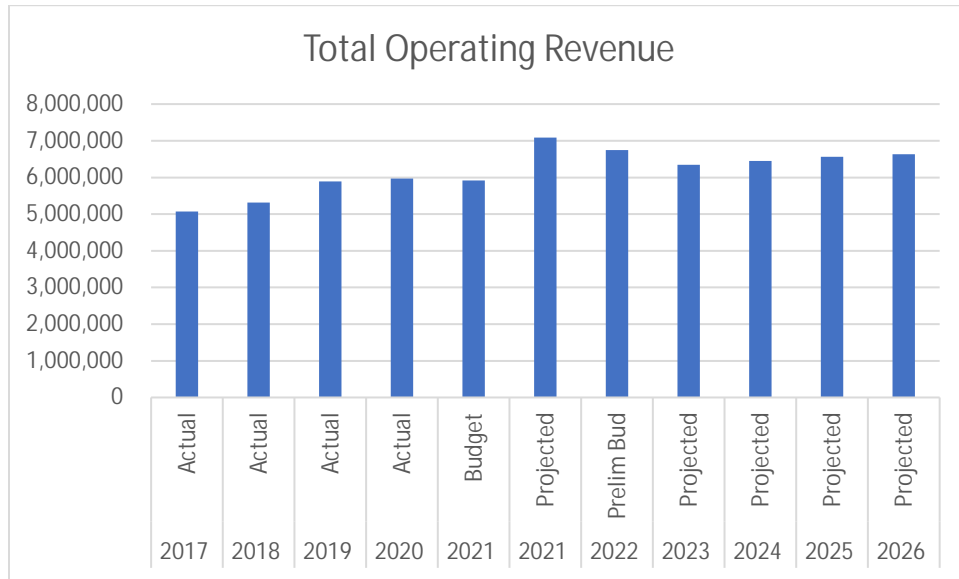
- 5. TOTAL FINES & FORFEITS** This category consists of revenue received from the Court, Investigative Fund Assessments and DUI Investigative Fund Assessments.



- 6. TOTAL MISCELLANEOUS REVENUE** This category consists of Interest, Space & Facilities Rentals, Donations, and other miscellaneous revenues.



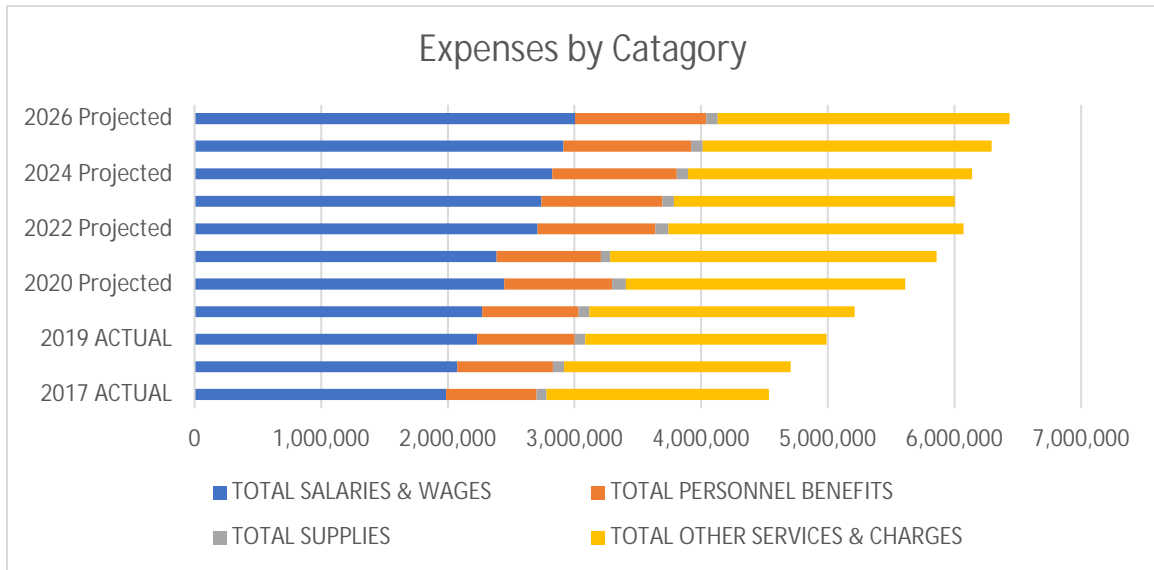
## TOTAL OPERATING REVENUE



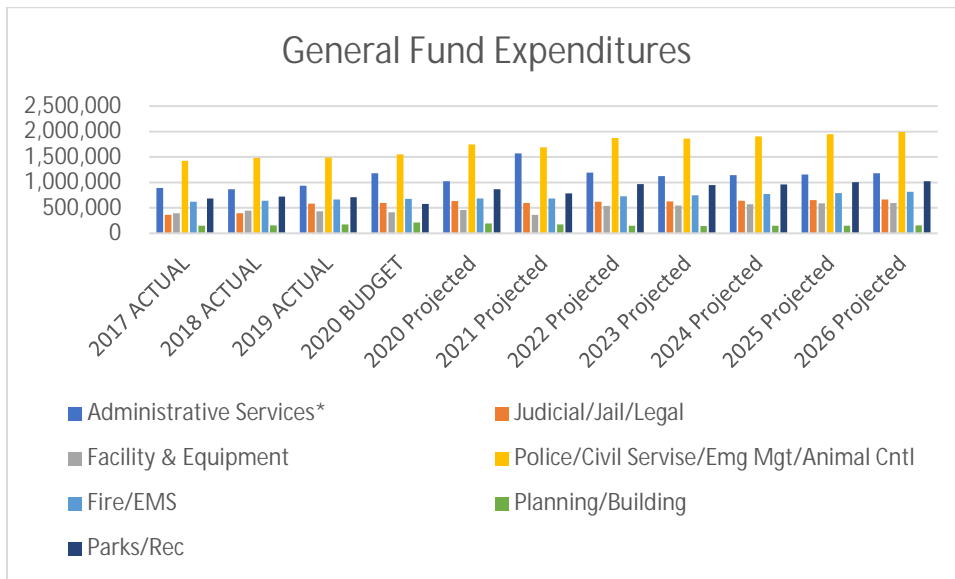
## Expenditures

There are four categories of Operating Expenditures:

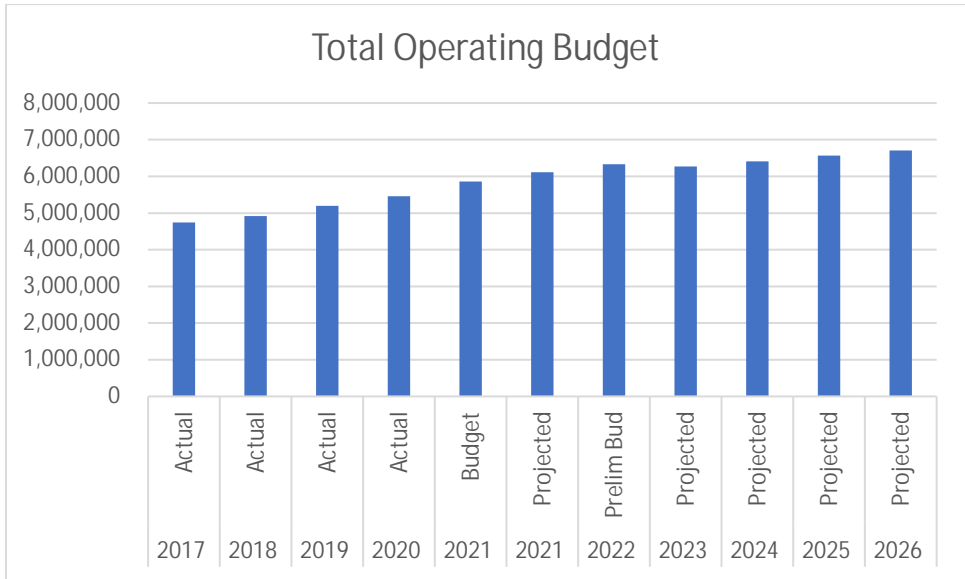
1. Salaries: includes wages, overtime, seasonal & casual labor
2. Benefits: includes City's portion of medical, dental, life, retirement, payroll taxes
3. Supplies: include office & operating supplies, small tools and equipment
4. Other Services & Charges includes professional services, repair and maintenance performed by outside vendors, utilities, insurance, travel and training



The graph below shows expenditures by departments. Administrative Services includes Legislative, Court, Administration, Finance, City Attorney, Non-Department, Personnel, Information Systems, Physical Environment and Mental Health. The graph does not include transfers-out to other funds.

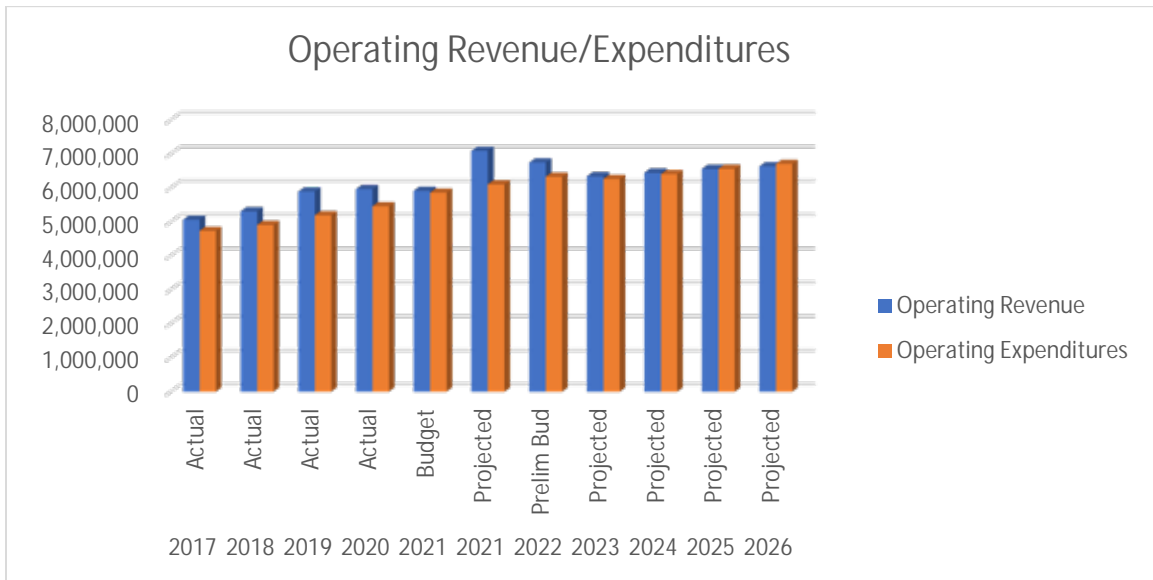


The chart below shows how the total operating expenditures are forecasted to continue increasing over time.



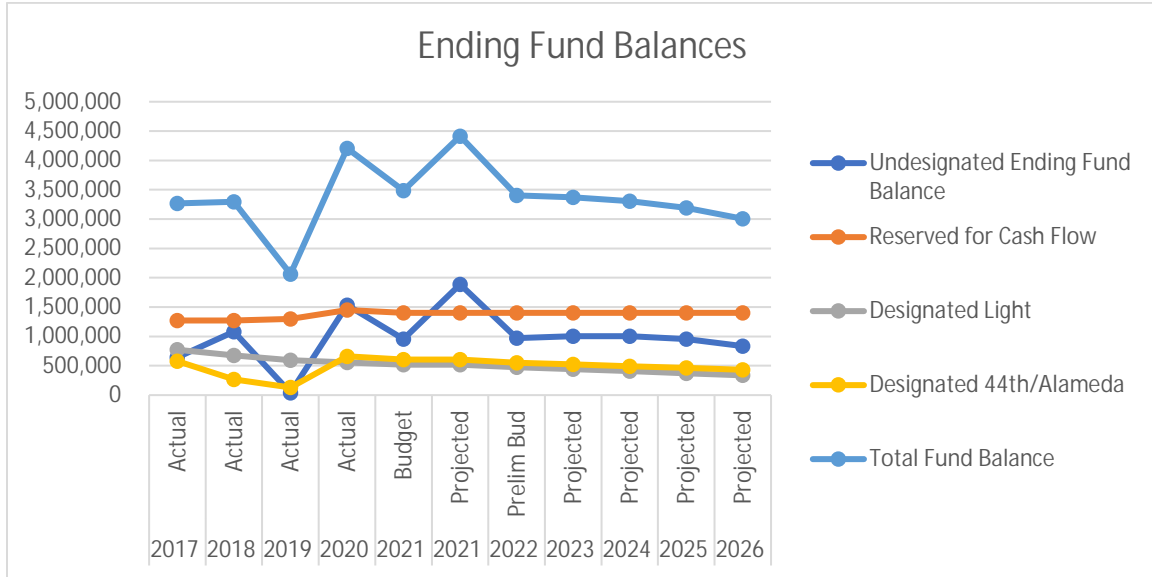
**OPERATING REVENUE TO OPERATING EXPENDITURES COMPARISION**

The Revenue Over/(Under) Expenditures chart below shows the effect on ending fund balance (EFB) through projected 2026. When revenues exceed expenditures Ending Fund Balance is increased and vice versa.



## Fund Balance

Having a healthy fund balance, increasing utility tax and fee revenues, and use of a portion of reserves has allowed the City to maintain financial stability in the provision of general fund services.



## Summary

	2019	2020	2021	2021	2022	2023	2024	2025	2026
Description	Actual	Actual	Budget	Projected	Prelim Bud	Projected	Projected	Projected	Projected
Des. Fund Bal/Light	675,813	593,258	557,005	557,005	518,050	477,450	442,450	407,450	372,450
Des. Fund Bal/44th Alameda	265,366	661,838	661,838	661,838	608,138	553,138	523,138	493,138	463,138
Reserved for Cash Flow	1,300,000	1,450,000	1,400,000	1,400,000	1,400,000	1,400,000	1,400,000	1,400,000	1,400,000
Undes. Unres. Fund Balance	1,053,822	1,116,324	1,581,611	1,582,211	957,678	973,748	1,004,142	1,002,668	956,132
<b>Total Fund Balance</b>	<b>3,295,001</b>	<b>3,821,420</b>	<b>4,200,454</b>	<b>4,201,054</b>	<b>3,483,866</b>	<b>3,404,336</b>	<b>3,369,730</b>	<b>3,303,256</b>	<b>3,191,720</b>
Operating Over/(under)	<b>695,649</b>	<b>504,393</b>	<b>51,772</b>	<b>981,022</b>	<b>416,070</b>	<b>75,394</b>	<b>43,525</b>	<b>(1,535)</b>	<b>(73,255)</b>
<b>Total Capital Budget</b>	(1,609,774)	(94,069)	(229,405)	(229,405)	(455,000)	(75,000)	(75,000)	(75,000)	(75,000)
<b>Total Equity Transfers</b>	(332,556)	(36,253)	(538,955)	(538,955)	(40,600)	(35,000)	(35,000)	(35,000)	(35,000)
<b>Total Non Revenue</b>	16,755	8,894	0	0	0	0	0	0	0
Undesignated Fund Balance	41,452	1,535,542	957,678	1,887,528	973,748	1,004,142	1,002,668	956,132	837,878
Reserved for Cash Flow	1,300,000	1,450,000	1,400,000	1,400,000	1,400,000	1,400,000	1,400,000	1,400,000	1,400,000
Designated/Light	593,257	557,005	518,050	518,050	477,450	442,450	407,450	372,450	337,450
Designated/44th Alameda	130,366	661,838	608,138	608,138	553,138	523,138	493,138	463,138	433,138
<b>Total Ending Fund Balance</b>	<b>2,065,075</b>	<b>4,204,385</b>	<b>3,483,866</b>	<b>4,413,716</b>	<b>3,404,336</b>	<b>3,369,730</b>	<b>3,303,256</b>	<b>3,191,720</b>	<b>3,008,466</b>

## CONCLUSION

The Five-Year Forecast is used by the City in making long range decisions regarding the use of revenue and the allocation of funds to guide financial management decisions and programs.

Since changing conditions and circumstances will constantly affect the City's financial capacity, a constant five-year planning horizon must be maintained to allow the City time to react to unanticipated events or circumstances beyond its control. Therefore, the assumptions in the plan will be assessed each year prior to the annual budget process, adjustments made as required, and a new fifth year added to the plan.

Over the course of any five-year planning period, the City will experience unanticipated changes in revenues and expenditures. Any of the following could occur:

- Revenue collections exceed projections, resulting in excess fund balances.
- Revenue collections fall short of projections, resulting in diminished fund balances.
- New revenues become available through legislative action.
- Revenue sources are reduced or eliminated through legislative action.
- Expenditures for services could be less than projected in the plan due to lower inflation, improved efficiency of service delivery, or elimination of programs.
- Expenditures for services could be more than projected in the plan due to higher inflation or other reasons beyond the City's control.
- Additional service requirements could be placed in the form of legislative mandates, intergovernmental actions, or public demand.
- New services may be desired due to changing community needs and technology.