

**FIRCREST CITY COUNCIL
REGULAR MEETING
AGENDA**

**TUESDAY, NOVEMBER 9, 2021
7:00 P.M.**

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

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PRESIDING OFFICER'S REPORT**
 - A. Community Center Project Report
 - B. Redistricting Update
 - C. Planning Commission Visit
- 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. Administration
 - B. Environmental, Planning, and Building
 - C. Finance, IT, Facilities
 - D. Other reports
- 10. CONSENT CALENDAR**
 - A. Approval of [vouchers](#)/payroll checks
 - B. Setting a public hearing on November 23, 2021, at 7:15 pm or shortly thereafter to receive comments from the public about a potential water rate adjustment
 - D. Approval of Minutes: [October 25, 2021, Special Meeting](#)
[October 26, 2021, Regular Meeting](#)
- 11. PUBLIC HEARING 7:15 P.M. OR SOON THEREAFTER**
- 12. UNFINISHED BUSINESS**
- 13. NEW BUSINESS**
 - A. [Ordinance: Adopting the 2022 Budget](#)
 - B. [Ordinance: 2021 Budget Amendment #2 - 1st Reading](#)
 - C. [Resolution: Approval of Steilacoom Holiday Sleigh Contract](#)
 - D. [Resolution: Approval of GIS Services Contract Amendment](#)
 - E. [Resolution: Approval of Washington Traffic Safety Commission Interagency Agreement](#)
 - F. [Resolution: Approval of Sound Inspection Contract Amendment](#)
- 14. CALL FOR FINAL COMMENTS**
- 15. EXECUTIVE SESSION**
 - A. Per RCW 42.30.110(1)(g) to review the performance of a public employee.
- 16. ADJOURNMENT**

Join the Zoom Dial-in Information: 1-253-215-8782 Webinar ID: 838 2218 0448 Password: 312044

ACCOUNTS PAYABLE

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
25567	11/09/2021	11/09/2021	6811 Alarm Works NW LLC	3,506.36	P#60 - PA System For Pool House
	594 76 62 03 Buildings & Structures		301 000 594 Park Bond Capi	3,506.36	P#60 - PA System For Pool House
25568	11/09/2021	11/09/2021	6122 Amundsen, Nikita	59.00	Library Reimbursement - 1 Year
	572 21 49 00 Library Services		001 000 572 General Fund	59.00	Library Reimbursement - 1 Year
25609	11/09/2021	11/09/2021	8667 Aqua Rec's Fireside Hearth N' Home	9,000.00	Business Assistance Grant (ARPA)
	518 63 40 00 General Grants, Financial A		001 000 518 General Fund	9,000.00	Business Assistance Grant (ARPA)
25643	11/03/2021	11/09/2021	7373 Brown, Manuel	546.54	06-01820.1 - 1449 EVERGREEN PL
	343 10 00 00 Storm Drain Fees & Charge		415 000 340 Storm Drain	-121.73	
	343 40 00 00 Sale Of Water		425 000 340 Water Fund (de	-130.55	
	343 50 00 00 Sewer Revenues		430 000 340 Sewer Fund (de	-294.26	
25569	11/09/2021	11/09/2021	4278 Budget Batteries Inc	44.63	Battery For Generator
	518 30 31 00 Oper Sup/Facilities		001 000 518 General Fund	44.63	Battery For Generator
25617	11/09/2021	11/09/2021	4280 Builders' Hardware & Supply Co.	38.60	Extra Pool Gate Keys
	576 20 49 02 Miscellaneous - Pool		001 000 576 General Fund	38.60	Extra Pool Gate Keys
25648	11/09/2021	11/09/2021	8837 Byrd, Selena R	81.47	Haunted Trails Supplies
	521 22 49 07 Community Outreach		001 000 521 General Fund	81.47	Haunted Trails Supplies
25570	11/09/2021	11/09/2021	6018 Canon Financial Services Inc	723.98	Copier/Fax Rental - Oct 2021
	512 50 45 00 Oper Rentals - Copier - Coi		001 000 512 General Fund	141.08	Copier/Fax Rental - Oct 2021
	518 10 45 00 Oper Rentals - Copier - No.		001 000 518 General Fund	141.08	Copier/Fax Rental - Oct 2021
	521 22 45 00 Oper Rentals - Copier - Pol		001 000 521 General Fund	159.67	Copier/Fax Rental - Oct 2021 (Police)
	531 50 45 00 Oper Rentals - Copier - Sto		415 000 531 Storm Drain	35.27	Copier/Fax Rental - Oct 2021
	534 10 45 02 Oper Rentals - Copier - Wa		425 000 534 Water Fund (de	35.27	Copier/Fax Rental - Oct 2021
	535 10 45 00 Oper Rentals - Copier - Sev		430 000 535 Sewer Fund (de	35.27	Copier/Fax Rental - Oct 2021
	542 30 45 00 Oper Rentals - Copier - Str		101 000 542 City Street Fun	35.28	Copier/Fax Rental - Oct 2021
	571 10 45 01 Oper Rentals - Copier - Rec		001 000 571 General Fund	126.96	Copier/Fax Rental - Oct 2021
	576 80 45 00 Oper Rentals - Copier - Par		001 000 576 General Fund	14.10	Copier/Fax Rental - Oct 2021
25647	11/09/2021	11/09/2021	7374 Celis, Victor	97.48	Haunted Trails Supplies
	521 22 49 07 Community Outreach		001 000 521 General Fund	97.48	Haunted Trails Supplies
25571	11/09/2021	11/09/2021	4325 City Treasurer-Tacoma-SEWER	335,551.96	3rd Quarter 2021 Sewer Treatment
	535 60 44 02 Sewage Treatment		430 000 535 Sewer Fund (de	335,551.96	3rd Quarter 2021 Sewer Treatment

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25572	11/09/2021	11/09/2021	6203		Code Mechanical Inc	1,011.08	HVAC Bi-Annual Maintenance Agreement - Oct 2021
	518 30 48 02	Rep & Maint - City Hall	001 000 518	General Fund	337.02	HVAC Bi-Annual Maintenance Agreement - Oct 2021	
	518 30 48 03	Rep & Maint - PW	001 000 518	General Fund	337.03	HVAC Bi-Annual Maintenance Agreement - Oct 2021	
	518 30 48 04	Rep & Maint - PSB	001 000 518	General Fund	337.03	HVAC Bi-Annual Maintenance Agreement - Oct 2021	
25627	11/09/2021	11/09/2021	3565		Comfort Davies & Smith	720.00	City Prosecutor - Fircrest/Ruston - Oct 2021
	515 41 41 03	City Prosecutor	001 000 515	General Fund	450.00	City Prosecutor - Fircrest - Oct 2021	
	515 41 41 03	City Prosecutor	001 000 515	General Fund	270.00	City Prosecutor - Ruston - Oct 2021	
25613	11/09/2021	11/09/2021	2346		Conitz, Cass	59.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572	General Fund	59.00	Library Reimbursement - 1 Year	
25573	11/09/2021	11/09/2021	3573		Copiers Northwest Inc	21.36	Police Usage Printers - 9/28/21 To 10/28/21
	521 22 45 00	Oper Rentals - Copier - Pol	001 000 521	General Fund	21.36	Police Usage Printers - 9/28/21 To 10/28/21	
25574	11/09/2021	11/09/2021	3573		Copiers Northwest Inc	331.05	Copier Usage 9/18/21 - 10/17/21 CH, Court, PW
	512 50 45 00	Oper Rentals - Copier - Coi	001 000 512	General Fund	12.47	Copier Usage 9/18/21 - 10/17/21 Court	
	518 10 45 00	Oper Rentals - Copier - No	001 000 518	General Fund	65.57	Copier Usage 9/18/21 - 10/17/21 CH	
	531 50 45 00	Oper Rentals - Copier - Sto	415 000 531	Storm Drain	63.25	Copier Usage 9/18/21 - 10/17/21 PW	
	534 10 45 02	Oper Rentals - Copier - Wa	425 000 534	Water Fund (de	63.25	Copier Usage 9/18/21 - 10/17/21 PW	
	535 10 45 00	Oper Rentals - Copier - Sev	430 000 535	Sewer Fund (de	63.26	Copier Usage 9/18/21 - 10/17/21 PW	
	542 30 45 00	Oper Rentals - Copier - Str	101 000 542	City Street Fun	63.25	Copier Usage 9/18/21 - 10/17/21 PW	
				Total Copiers Northwest Inc	352.41		
25637	11/09/2021	11/09/2021	363		Corcoran, Colleen T	151.02	Gym Fees Reimbursement
	514 23 20 00	Personnel Benefits-Finance	001 000 514	General Fund	151.02	Gym Fees Reimbursement	
25575	11/09/2021	11/09/2021	1235		Costello, Tim	59.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572	General Fund	59.00	Library Reimbursement - 1 Year	
25576	11/09/2021	11/09/2021	6163		Cox, Cameron	59.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572	General Fund	59.00	Library Reimbursement - 1 Year	
25619	11/09/2021	11/09/2021	15		Crippen, Kathy	59.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572	General Fund	59.00	Library Reimbursement - 1 Year	

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25632	11/09/2021	11/09/2021	9887		
			Cross Connection Specialists	3,307.20	Backflow Assembly Testing
	534 10 41 00 Prof Svcs - Water		425 000 534 Water Fund (de	3,307.20	Backflow Assembly Testing
25623	11/09/2021	11/09/2021	9885		
			Dande Company	157.41	Life Saving Recognition Plates (2) - J Roberts, C Roberts
	521 22 49 00 Miscellaneous - Police		001 000 521 General Fund	157.41	Life Saving Recognition Plates (2) - J Roberts, C Roberts
25615	11/09/2021	11/09/2021	36		
			Demarest, Jana	59.00	Library Reimbursement - 1 Year
	572 21 49 00 Library Services		001 000 572 General Fund	59.00	Library Reimbursement - 1 Year
25582	11/09/2021	11/09/2021	365		
			Dept Of Labor & Industries	2.79	L & I For Jurors On Case #XZ0682050
	512 50 49 03 Juror Costs		001 000 512 General Fund	2.79	L & I For Jurors On Case #XZ0682050
25577	11/09/2021	11/09/2021	9254		
			Doyle Printing Company	46.20	Business Cards (500) - S Cappiello
	524 20 31 00 Office & Oper Sup-Bldg		001 000 524 General Fund	23.10	Business Cards (500) - S Cappiello
	558 60 31 00 Office & Oper Sup-Plan		001 000 558 General Fund	23.10	Business Cards (500) - S Cappiello
25578	11/09/2021	11/09/2021	9326		
			Engineering Economics, Inc.	725.00	P#64 Community Center Prof Svcs (LEED) Through 10/15/21
	594 76 62 03 Buildings & Structures		301 000 594 Park Bond Capi	725.00	P#64 Community Center Prof Svcs (LEED) Through 10/15/21
25608	11/09/2021	11/09/2021	3625		
			Espress O Yourself	9,000.00	Business Assistance Grant (ARPA)
	518 63 40 00 General Grants, Financial A		001 000 518 General Fund	9,000.00	Business Assistance Grant (ARPA)
25607	11/09/2021	11/09/2021	7827		
			Exercise Science Center	9,000.00	Business Assistance Grant (ARPA)
	518 63 40 00 General Grants, Financial A		001 000 518 General Fund	9,000.00	Business Assistance Grant (ARPA)
25635	11/09/2021	11/09/2021	3635		
			Fence Specialists Inc	660.00	Repairs On PW Fencing
	518 30 48 03 Rep & Maint - PW		001 000 518 General Fund	660.00	Repairs On PW Fencing
25606	11/09/2021	11/09/2021	3638		
			Fircrest Golf Club	1,326.71	Land Rental For Water Tank On Golf Course Property - Nov 2021
	534 10 45 01 Land Rental/Water Tank		425 000 534 Water Fund (de	1,326.71	Land Rental For Water Tank On Golf Course Property - Nov 2021
25579	11/09/2021	11/09/2021	3668		
			Gray Lumber Company Inc	603.04	Sign Post Replacement Wood (6 Posts)
	542 30 31 02 Oper Supplies - Street Reg		101 000 542 City Street Fun	603.04	Sign Post Replacement Wood (6 Posts)

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25553	10/27/2021	11/09/2021	2322 Herron, Ella	51.43	05-00370.7 - 1050 BUENA VISTA AVE
	343 10 00 00	Storm Drain Fees & Charge	415 000 340 Storm Drain	-14.98	
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-16.06	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-20.39	
25580	11/09/2021	11/09/2021	3692 Home Depot Credit Services	57.80	Mole Traps
	518 30 31 04	Oper Sup/CH	001 000 518 General Fund	57.80	Mole Traps
25581	11/09/2021	11/09/2021	3692 Home Depot Credit Services	51.47	Mole Bait And Moss Cleaner
	518 30 31 00	Oper Sup/Facilities	001 000 518 General Fund	51.47	Mole Bait And Moss Cleaner
			Total Home Depot Credit Services	109.27	
25629	11/09/2021	11/09/2021	4131 Humane Society - Tacoma	640.50	Nov 2021 - Boarding Contract
	554 30 41 00	Animal Control	001 000 554 General Fund	640.50	Nov 2021 - Boarding Contract
25551	10/27/2021	11/09/2021	8851 Hurlburt, Gabrielle	188.27	04-01110.1 - 1020 GREENWAY AVE
	343 10 00 00	Storm Drain Fees & Charge	415 000 340 Storm Drain	-41.93	
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-44.97	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-101.37	
25610	11/09/2021	11/09/2021	8242 Innovative Fitness	9,000.00	Business Assistance Grant (ARPA)
	518 63 40 00	General Grants, Financial A	001 000 518 General Fund	9,000.00	Business Assistance Grant (ARPA)
25611	11/09/2021	11/09/2021	3319 J Alameda West	3,200.00	Rental Assistance Grant (ARPA)
	518 63 40 00	General Grants, Financial A	001 000 518 General Fund	3,200.00	Rental Assistance Grant (ARPA)
25636	11/09/2021	11/09/2021	5428 Jeff Boers	380.00	Land Use Consulting (4.0 Hrs) Sept/Oct 2021
	558 60 41 00	Prof Svcs - Planning	001 000 558 General Fund	380.00	Land Use Consulting (4.0 Hrs) Sept/Oct 2021
25612	11/09/2021	11/09/2021	8773 Kassel & Associates, Inc.	729,630.55	P#64 Community Center Progress Through 9/30/21
	594 76 62 03	Buildings & Structures	301 000 594 Park Bond Capi	729,630.55	P#64 Community Center Progress Through 9/30/21
25616	11/09/2021	11/09/2021	7936 Labor Law Center Inc	188.97	2022 Labor Law Posters
	518 11 31 00	Office & Oper Sup-Personr	001 000 518 General Fund	188.97	2022 Labor Law Posters
25644	11/03/2021	11/09/2021	2820 Larsen, Donald E.	203.49	06-01510.0 - 1532 WOODSIDE CT
	343 10 00 00	Storm Drain Fees & Charge	415 000 340 Storm Drain	-45.32	
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-48.61	

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	343 50 00 00		Sewer Revenues	430 000 340	Sewer Fund (de
				-109.56	
25614	11/09/2021	11/09/2021	9420		Lau, Lisa
	572 21 49 00		Library Services	001 000 572	General Fund
				59.00	Library Reimbursement - 1 Year
25583	11/09/2021	11/09/2021	3791		Lowe's Company-#338954
	594 35 63 01		Other Improvements Sewer	432 000 594	Sewer Improve:
				24.28	Estate Place Liftstation Repair Parts
25584	11/09/2021	11/09/2021	3791		Lowe's Company-#338954
	518 30 31 00		Oper Sup/Facilities	001 000 518	General Fund
				25.13	Utility Tire For Hand Cart
			Total Lowe's Company-#338954	49.41	
25646	11/09/2021	11/09/2021	318		Maenhout, Sherry L
	521 22 31 00		Office & Oper Sup - Police	001 000 521	General Fund
				6.61	3 Pack Scotch Precision Scissors
25585	11/09/2021	11/09/2021	2020		Manley, Terence
	572 21 49 00		Library Services	001 000 572	General Fund
				59.00	Library Reimbursement - 1 Year
25586	11/09/2021	11/09/2021	3958		PC Budget & Finance - Jail
	523 60 40 01		Jail	001 000 523	General Fund
				4,266.88	Jail Services - Sept 2021
25587	11/09/2021	11/09/2021	3957		PC Budget & Finance
	521 22 48 00		Rep & Maint - Police	001 000 521	General Fund
				275.00	Preventative Maintenance By PC Radio Communications - Certified Mobile Radar, Antennas And Tuning Forks
25633	11/09/2021	11/09/2021	3961		PCRCO, LLC dba LRI-HV
	531 50 47 01		Dumping Fees - Storm	415 000 531	Storm Drain
				259.99	Dump Fees - Street Sweeping - Oct 2021
25588	11/09/2021	11/09/2021	8626		Pacific Office Automation Inc
	518 10 42 01		Postage - Non-Dept	001 000 518	General Fund
				135.88	Postage Meter Rental - Nov 2021
25589	11/09/2021	11/09/2021	4680		Parametrix Engineering
	594 31 63 01		Project Engineering-Storm	416 000 594	Storm Improve:
				6,648.04	P#66 - Professional Services Thru 10/2/21
25628	11/09/2021	11/09/2021	3955		Petrocard Systems Inc
	548 65 31 11		Parks/Rec Gas	501 000 548	Equipment Ren
				179.22	Gas/Fuel - Parks Mowers - Oct 2021

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548 65 31 13	Storm Gas		501 000 548 Equipment Ren	224.21	Gas/Fuel - Sweeper - Oct 2021
25590	11/09/2021	11/09/2021	7839 Pingel, Scott	100.00	Gym Reimbursement - July - Oct (4 Mos) 2021
513 10 20 00	Personnel Benefits		001 000 513 General Fund	100.00	Gym Reimbursement - July - Oct (4 Mos) 2021
25638	11/09/2021	11/09/2021	3970 Pitney Bowes Global LLC	124.34	Red Ink Cartridge
518 10 42 01	Postage - Non-Dept		001 000 518 General Fund	124.34	Red Ink Cartridge
25621	11/09/2021	11/09/2021	3986 Puget Sound Energy, BOT-01H	234.06	Natural Gas - Pool/Bathhouse Oct 2021
576 20 47 00	Public Utility Services - Po		001 000 576 General Fund	234.06	Natural Gas - Pool/Bathhouse Oct 2021
25622	11/09/2021	11/09/2021	3986 Puget Sound Energy, BOT-01H	42.61	Natural Gas - 555 Contra Costa - Oct 2021
576 80 47 00	Public Utility Services - Pa		001 000 576 General Fund	42.61	Natural Gas - 555 Contra Costa - Oct 2021
			Total Puget Sound Energy, BOT-01H	276.67	
25605	11/09/2021	11/09/2021	5710 Rainier Connect, Mashell Telecom	274.79	Nov 2021 Internet; Internet & Phone Service Pool/Bathhouse
518 81 42 00	Communication - I/S		001 000 518 General Fund	106.95	Internet Nov 2021
518 81 42 00	Communication - I/S		001 000 518 General Fund	113.55	Internet Pool/Bathhouse Nov 2021
576 80 42 00	Communication - Parks		001 000 576 General Fund	54.29	Phone Service Pool/Bathhouse Nov 2021
25591	11/09/2021	11/09/2021	4004 Reserve Account	2,000.00	#15690704 Meter Refill Oct 2021
518 10 42 01	Postage - Non-Dept		001 000 518 General Fund	2,000.00	#15690704 Meter Refill Oct 2021
25650	11/03/2021	11/09/2021	6447 Roberson, Donna	93.66	07-00035.7 - 1513 EDWARDS AVE
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-20.86	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-22.37	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-50.43	
25649	11/09/2021	11/09/2021	7820 Roberts, John H	93.74	Work Shoes - J Roberts
521 22 49 01	Uniforms/Clothing/Laundr		001 000 521 General Fund	93.74	Work Shoes - J Roberts
25592	11/09/2021	11/09/2021	9821 Ryan, Megan A	66.39	Wellness Committee Supplies
517 90 31 01	Health Program - Supplies		001 000 517 General Fund	66.39	Wellness Committee Supplies
25651	11/09/2021	11/09/2021	6088 Sentinel Pest Control Inc	192.50	Pest Control - Monthly Service At PW - Nov 2021
531 50 48 00	Rep & Maint - Storm		415 000 531 Storm Drain	48.13	Pest Control - Monthly Service At PW - Nov 2021
534 50 48 01	Rep & Maint - Water Main		425 000 534 Water Fund (de	48.12	Pest Control - Monthly Service At PW - Nov 2021
535 50 48 00	Rep & Maint - Sewer Main		430 000 535 Sewer Fund (de	48.12	Pest Control - Monthly Service At PW - Nov 2021

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542 30 48 01	Rep & Maint - Street Maint		101 000 542 City Street Fun	48.13	Pest Control - Monthly Service At PW - Nov 2021
25593	11/09/2021	11/09/2021	6350 Sevier, Maria	720.00	On Call GIS Support - 5/1/21 - 9/30/21
531 50 41 00	Prof Svcs - Storm		415 000 531 Storm Drain	144.00	On Call GIS Support - 5/1/21 - 9/30/21
534 10 41 00	Prof Svcs - Water		425 000 534 Water Fund (de	144.00	On Call GIS Support - 5/1/21 - 9/30/21
535 10 41 00	Prof Svcs - Sewer		430 000 535 Sewer Fund (de	144.00	On Call GIS Support - 5/1/21 - 9/30/21
542 30 41 00	Prof Svcs - Street		101 000 542 City Street Fun	144.00	On Call GIS Support - 5/1/21 - 9/30/21
558 60 41 00	Prof Svcs - Planning		001 000 558 General Fund	144.00	On Call GIS Support - 5/1/21 - 9/30/21
25594	11/09/2021	11/09/2021	7308 SiteCrafting Inc	99.00	Monthly Hosting - Cityoffircrest.net - Oct 2021
518 81 41 02	Web Design & Maintenanc		001 000 518 General Fund	99.00	Monthly Hosting - Cityoffircrest.net - Oct 2021
25595	11/09/2021	11/09/2021	4690 Sound Inspections	1,816.14	Inspection, Mileage And Calls 10/1/21 - 10/28/21
524 20 41 01	Bldg Inspec/Plan Review		001 000 524 General Fund	1,816.14	Inspection, Mileage And Calls 10/1/21 - 10/28/21
25604	11/09/2021	11/09/2021	4084 Staples Business Advantage	127.73	Office Supplies For Parks/Rec And Central Supplies
518 10 34 01	Central Office Supplies		001 000 518 General Fund	110.69	Central Supplies
571 10 31 00	Office Supplies - Rec		001 000 571 General Fund	17.04	Office Supplies
25620	11/09/2021	11/09/2021	4084 Staples Business Advantage	100.82	Court Office Supplies
512 50 31 00	Office & Oper Sup-Court		001 000 512 General Fund	100.82	Court Office Supplies
			Total Staples Business Advantage	228.55	
25596	11/09/2021	11/09/2021	4107 Summit Law Group	406.00	Legal Consulting - Sept 2021
531 50 41 00	Prof Svcs - Storm		415 000 531 Storm Drain	101.50	Legal Consulting - Sept 2021
534 10 41 00	Prof Svcs - Water		425 000 534 Water Fund (de	101.50	Legal Consulting - Sept 2021
535 10 41 00	Prof Svcs - Sewer		430 000 535 Sewer Fund (de	101.50	Legal Consulting - Sept 2021
542 30 41 00	Prof Svcs - Street		101 000 542 City Street Fun	101.50	Legal Consulting - Sept 2021
25640	11/09/2021	11/09/2021	9888 T-Mobile (Cell Phone Bill)	811.20	City Cell Phones And Mobile Internet Plan - Oct 2021
513 10 42 00	Communication - Admin		001 000 513 General Fund	26.03	City Cell Phones And Mobile Internet Plan - Oct 2021
518 30 42 00	Communication - Fac/Equi		001 000 518 General Fund	31.48	City Cell Phones And Mobile Internet Plan - Oct 2021
521 22 42 00	Communication - Police		001 000 521 General Fund	565.39	City Cell Phones And Mobile Internet Plan - Oct 2021
531 50 42 00	Communication - Storm		415 000 531 Storm Drain	31.34	City Cell Phones And Mobile Internet Plan - Oct 2021

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
534 10 42 00	Communication - Water		425 000 534 Water Fund (de	31.34	City Cell Phones And Mobile Internet Plan - Oct 2021
535 10 42 01	Communication - Sewer		430 000 535 Sewer Fund (de	31.34	City Cell Phones And Mobile Internet Plan - Oct 2021
542 30 42 00	Communication - Street		101 000 542 City Street Fun	31.34	City Cell Phones And Mobile Internet Plan - Oct 2021
576 80 42 00	Communication - Parks		001 000 576 General Fund	62.94	City Cell Phones And Mobile Internet Plan - Oct 2021
25618	11/09/2021	11/09/2021	4120 Tacoma Daily Index	51.56	Advertisement For RFP Of Digital Reader Board
576 80 49 00	Miscellaneous - Parks		001 000 576 General Fund	51.56	Advertisement For RFP Of Digital Reader Board
25634	11/09/2021	11/09/2021	4120 Tacoma Daily Index	269.85	Public Hearing: 2022 Budget; Ordinances Passed, Ord 1675
511 60 41 01	Advertising - Legislative		001 000 511 General Fund	269.85	Public Hearing: 2022 Budget; Ordinances Passed, Ord 1675
Total Tacoma Daily Index				321.41	
25597	11/09/2021	11/09/2021	4135 Tacoma Screw Products Inc	49.58	Parts For The Tire Swing At The Tot Lot
576 80 31 02	Oper Supplies - Parks		001 000 576 General Fund	49.58	Parts For The Tire Swing At The Tot Lot
25624	11/09/2021	11/09/2021	4322 Tacoma, City of - POWER	2,665.89	Power Various Locations - Oct 2021
534 80 47 01	Utility Services/Pumping		425 000 534 Water Fund (de	2,132.07	Power - Wells And Hi/Low Tank 10/21
535 80 47 01	Utility Services/Pumping		430 000 535 Sewer Fund (de	500.91	Power - Lift Stations And Pumps 10/21
542 30 47 03	Electricity/Traffic Lights		101 000 542 City Street Fun	21.05	Power - Traffic Control 10/21
542 63 47 00	Electricity/Street Lights		101 000 542 City Street Fun	11.86	Power - Street Lights 10/21
25641	11/09/2021	11/09/2021	4139 Tapco Visa Card	281.18	Business Plus Acct Licenses (4) - Box.com
513 10 31 00	Office & Oper Sup - Admin		001 000 513 General Fund	93.72	Business Plus Acct Licenses (4) - Box.com
524 20 31 00	Office & Oper Sup-Bldg		001 000 524 General Fund	93.74	Business Plus Acct Licenses (4) - Box.com
558 60 31 00	Office & Oper Sup-Plan		001 000 558 General Fund	93.72	Business Plus Acct Licenses (4) - Box.com
25598	11/09/2021	11/09/2021	4151 Tools Plus Industries LLC	249.85	Metric Socket Set For PW
531 50 35 00	Small Tools & Equip - Stor		415 000 531 Storm Drain	62.46	Metric Socket Set For PW
534 80 35 00	Small Tools & Equip - Wat		425 000 534 Water Fund (de	62.46	Metric Socket Set For PW
535 80 35 00	Small Tools & Equip-Swr		430 000 535 Sewer Fund (de	62.47	Metric Socket Set For PW
542 30 35 00	Small Tools & Equip-St Re		101 000 542 City Street Fun	62.46	Metric Socket Set For PW
25599	11/09/2021	11/09/2021	9883 Totem Electric	6,507.00	Replaced Wire For Field Lights At Whittier Park And Installed New Conc Boxes

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594 76 63 01	Other Improvements - Park		001 000 576 General Fund	6,507.00	Replaced Wire For Field Lights At Whittier Park And Installed New Conc Boxes
25600	11/09/2021	11/09/2021	9003 U.S. Bank St. Paul	411,850.00	Principal And Interest Payment On Park Bond Thru 11/30/21 FIRUTGO19
591 75 70 00	Principal Payment Park Bo		201 000 591 Park Bond Deb	250,000.00	Principal Payment On Park Bond Thru 11/30/21
592 75 82 01	Interest On Park Bond		201 000 591 Park Bond Deb	161,850.00	Interest Payment On Park Bond Thru 11/30/21
25626	11/09/2021	11/09/2021	5934 US Bank, City Hall Account	454.40	P Card Purchases Through 10/25/21
511 60 35 00	Small Tools & Equip - Leg		001 000 511 General Fund	39.60	Zoom Monthly Billing - 10/31-11/29/21 (Covid Exp)
514 23 49 01	Reg & Tuition - Finance		001 000 514 General Fund	105.00	Cashier Training - M Ryan
514 23 49 01	Reg & Tuition - Finance		001 000 514 General Fund	10.00	PSFOA - C Corcoran
518 10 42 01	Postage - Non-Dept		001 000 518 General Fund	174.00	Passport Postage
518 10 49 02	Notary		001 000 518 General Fund	92.85	Notary Online Course & Supplies - S Cappiello
518 11 31 00	Office & Oper Sup-Personr		001 000 518 General Fund	32.95	Heavy Duty Date Stamp - J Westman
25639	11/09/2021	11/09/2021	8482 US Bank, Police Department Account	748.78	P Card Purchases Through 10/25/21
521 22 31 00	Office & Oper Sup - Police		001 000 521 General Fund	22.00	When I Work Scheduling Software Monthly Fee Oct 2021
521 22 31 00	Office & Oper Sup - Police		001 000 521 General Fund	31.78	Picture Frames For Officers At PSB
521 22 49 02	Reg & Tuition - Police		001 000 521 General Fund	695.00	Executive Leadership Institute - V Celis
25625	11/09/2021	11/09/2021	8483 US Bank, Public Works Dept Account	840.39	P Card Purchases Through 10/25/21
518 30 31 00	Oper Sup/Facilities		001 000 518 General Fund	98.99	Carhartt Jacket - B Wakefield
531 50 35 00	Small Tools & Equip - Stor		415 000 531 Storm Drain	101.94	Phone Cases Bemis, Brody, & Monitors (2 - SAA #1819, 1820), Mounts For New Admin Specialist
534 10 35 00	Small Tools & Equip - Wat		425 000 534 Water Fund (de	101.94	Phone Cases Bemis, Brody, & Monitors (2 - SAA #1819, 1820), Mounts For New Admin Specialist
534 10 49 02	Reg & Tuition - Water		425 000 534 Water Fund (de	320.00	Lead & Copper Rule Certificate - Marzano, T Piercy
535 10 35 00	Small Tools-Swr Admin		430 000 535 Sewer Fund (de	101.94	Phone Cases Bemis, Brody, & Monitors (2 - SAA #1819, 1820), Mounts For New Admin Specialist
542 30 35 00	Small Tools & Equip-St Re		101 000 542 City Street Fun	101.93	Phone Cases Bemis, Brody, & Monitors (2 - SAA #1819, 1820), Mounts For New Admin Specialist
548 65 48 08	O & M - Police		501 000 548 Equipment Ren	13.65	DOL Report Of Sale Fee #52951D (2011 Crown
25642	11/09/2021	11/09/2021	8484 US Bank, Recreation Dept Account	1,141.58	P Card Purchases Through 10/25/21
573 90 49 01	Community Events		001 000 573 General Fund	48.94	Certified Straw/Hay Bale For Scarecrows Event
573 90 49 01	Community Events		001 000 573 General Fund	76.55	VistaPrint Vinyl Banner For Haunted Trails Event
573 90 49 01	Community Events		001 000 573 General Fund	60.49	Signs For Scarecrows Event
573 90 49 01	Community Events		001 000 573 General Fund	155.62	Goodies For Scarecrows Event
573 90 49 01	Community Events		001 000 573 General Fund	150.74	Haunted Trails Supplies (Home Depot)

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573 90 49 01	Community Events		001 000 573 General Fund	-22.02	Credit For Return To Home Depot For Haunted Trails	
573 90 49 01	Community Events		001 000 573 General Fund	27.55	Haunted Trails Supplies (Home Depot)	
573 90 49 01	Community Events		001 000 573 General Fund	45.74	Haunted Trails Supplies (Home Depot)	
573 90 49 01	Community Events		001 000 573 General Fund	177.08	Prizes For Scarecrows Event	
573 90 49 01	Community Events		001 000 573 General Fund	131.28	Goodies For Scarecrow Event (Trader Joes)	
573 90 49 01	Community Events		001 000 573 General Fund	33.08	Skeleton For Haunted Trails Event (Costco)	
573 90 49 01	Community Events		001 000 573 General Fund	85.78	Road Flare Flashing Lights For Haunted Trails	
576 80 31 02	Oper Supplies - Parks		001 000 576 General Fund	88.24	Post For Thelma Gilmur Sign	
594 76 62 03	Buildings & Structures		301 000 594 Park Bond Capi	82.51	Dry Box Monthly Rental 10/5-11/4/21 (P#64)	
25601	11/09/2021	11/09/2021	9884	United Lamp Supply	1,290.51	Lights For Christmas Tree
542 80 31 01	Operating Supplies - St Bea		101 000 542 City Street Fun	1,290.51	Lights For Christmas Tree	
25602	11/09/2021	11/09/2021	4179	Unum Life Insurance Company of America	46.80	Retired Benefits - Nov 2021
521 22 20 02	LEOFF I Long Term Care]		001 000 521 General Fund	46.80	Retired Benefits - Nov 2021	
25631	11/09/2021	11/09/2021	4180	Utilities Underground	70.49	Locates - Oct 2021
534 10 49 00	Miscellaneous - Water		425 000 534 Water Fund (de	35.25	Locates - Oct 2021	
535 10 49 00	Miscellaneous - Sewer		430 000 535 Sewer Fund (de	35.24	Locates - Oct 2021	
25630	11/09/2021	11/09/2021	3645	WEX BANK, Wright Express FSC	743.08	Gas/Fuel - Oct 2021
548 65 31 08	Police Gas		501 000 548 Equipment Ren	743.08	Gas/Fuel - Oct 2021	
25603	11/09/2021	11/09/2021	4231	Water Mgmt Labs Inc	267.00	Water Tests For Oct 2021 - All Wells Nitrate/Nitrogen
534 80 41 00	Water Testing		425 000 534 Water Fund (de	267.00	Water Tests For Oct 2021 - All Wells Nitrate/Nitrogen	
25552	10/27/2021	11/09/2021	9314	Waters, Julia	22.77	02-02460.3 - 415 PRINCETON ST
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-5.07		
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-5.44		
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-12.26		
25550	10/27/2021	11/09/2021	2724	Wilford, Margaret	586.53	06-00590.0 - 1224 CORAL DR
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-131.90		
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-141.45		
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-313.18		
25645	11/03/2021	11/09/2021	2724	Wilford, Margaret	303.69	06-00590.0 - 1224 CORAL DR
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-67.64		

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343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-72.54	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-163.51	
Total Wilford, Margaret				890.22	
				Report Total:	1,568,507.51

Fund	
001 General Fund	64,869.88
101 City Street Fund	2,514.35
201 Park Bond Debt Service Fund	411,850.00
301 Park Bond Capital Fund	733,944.42
415 Storm Drain	1,297.31
416 Storm Improvement Fund	6,648.04
425 Water Fund (department)	8,458.10
430 Sewer Fund (department)	337,740.97
432 Sewer Improvement Fund	24.28
501 Equipment Rental Fund	1,160.16

This report has been reviewed by:

REMARKS:

Signature & Title	Date
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CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Mayor George called the special meeting to order at 6:00 P.M. and led the Pledge of Allegiance. Councilmembers David M. Viafore, Brett Wittner, Joe Barrentine, Denny Waltier, and Marc Rieke were present.

Councilmember Reynolds joined the meeting at 6:01 P.M.

AGENDA MODIFICATIONS

There were none.

PRELIMINARY 2022 BUDGET CHANGES

Finance Director Corcoran presented the Preliminary 2022 Budget Changes that included General Fund, Street Fund, and Park Bond Capital Fund adjustments. Corcoran stated that the City will bank one percent of property tax for 2022 and increase the retail sales tax to adjust for revenue. City expenditures include an additional \$5,000 to Emphasis Patrol line-item Community Engagement, a transfer of \$25,000 from Parks to Recreation Department for public utilities tracking, and transfer of \$50,000 from 44th/Alameda to Parks for replacement of Alice Peers Park readerboard. George commented on the amount allotted for the readerboard replacement. Corcoran stated that the \$50,000 was based on a nine-month-old bid which was adjusted for inflation. There was \$250,000 removed from Park Bond Capital Fund expenditures for Fox property improvements.

ARPA FUNDS DISCUSSION

City Manager Pingel presented options on how to strategically allocate ARPA Funds. Council previously approved to designate ARPA funds towards assistance programs, AEDs (automated external defibrillator) for police vehicles, and AMI meters. The City has approximately \$1,522,887 of undesignated ARPA funds. Staff recommends utilizing ARPA funds towards continuing assistance grants, completing AMI meter infrastructure, HVAC improvements, water, and sewer infrastructure. Pingel highlighted that it would be to the City's benefit to move forward with the Summit water main improvement project and reschedule Contra Costa and Rose mainline improvements. Pingel stated that the sewer capital fund would cover Berkeley and Buena Vista sewer main extension project and that ARPA funds can be allocated towards other necessary improvements. Viafore commented in favor of curb and ADA improvements to concur with the Summit water main project and asked why the City has funds in the water and sewer cumulative reserves. Corcoran stated that the cumulative reserves have not been spent since their designation. Pingel stated that the PSE gas line project is slated for March 2022 and that Council would have to be ready to move forward soon. George requested that the Council provide direction on whether to move forward with the Summit water main project. There was a consensus for staff to move forward with the Summit water main project to include curb and ADA improvements. There was a consensus to schedule Berkeley and Buena Vista sewer main extension for a future date and identify revenue to fund the project. Viafore commented on allocating sewer cumulative reserves for the Berkeley and Buena Vista sewer main extension project.

Pingel presented other possibilities for allocating ARPA funds to include replacing lost revenue, Council Chambers upgrades, Pierce County Partnership, and future needs. Reynolds asked about upgrading the Council Chambers with a multifunctional smartboard. Pingel stated that the City has been in previous conversations with vendors. George requested staff to research options for Council Chamber upgrades. Barrentine commented on being strategic with allocating ARPA funds for upcoming years. Pingel requested that the Council review the ARPA summary and provide guidance to remove any items. Viafore requested further information for HVAC improvements. Pingel commented that staff will present options for HVAC improvements. There was a consensus to keep all items.

ADJOURNMENT

Viafore MOVED to adjourn the meeting at 6:40 P.M., seconded by Reynolds. The Motion Carried (7-0).

Hunter T. George, Mayor

Jayne Westman, City Clerk

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

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

PRESIDING OFFICER’S REPORT

Councilmember Waltier entered the meeting at 7:04 P.M.

A. Pool & Community Center Project

Parks & Recreation Director Grover reported there was a meeting with Kassel and ARC today. Community Center restrooms are fully tiled. Site work surrounding the community continues, weather permitting. The gym is currently being painted and the scoreboard has been mounted. The siding is almost completed, and the donor wall is being laid out. Right Systems and Sare will be meeting to configure the fiber going into the Community Center and tour the communications room. Discussions included hosting a youth basketball league. Grover stated that youth basketball will happen however the dates are contingent on the front door installation.

George commented that he met with Jeff Chamberlin, Superintendent of University Place School District, and requested that he may attend a Council meeting to give information on the renewal of an operations levy. George asked at the will of the City Manager that an introduction may be inserted in the Town Topics to inform residents about the upcoming election for the operation levy.

CITY MANAGER COMMENTS

City Manager Pingel updated the Council on the tentative completion date for the Community Center of December 23, 2021. George asked about occupancy guidelines following the scheduled completion date. Pingel stated that LEED testing needs to occur after the substantial date. There was a brief discussion regarding the City’s plans for the tree lighting ceremony. Pingel stated that the Community Center’s party room may be used contingent upon construction work.

DEPARTMENT HEAD COMMENTS

Parks & Recreation Director Grover commented that the RFP for the readerboard will be posted on the website on Wednesday and in the Tacoma Daily Index on Thursday. Grover stated that he will email sign firms that have provided previous quotes.

Public Works Director Bemis briefed the Council on his meeting with PSE and an engineering consultant. The gas line replacement is scheduled to occur in March 2022. PSE stated that their action plan is to do a half restoration of the street. PSE will have a final draft by the end of November. Discussions included who will engineer the project and PSE’s intent for a half street restoration. Bemis stated that the gas line replacement is not on the center of the roadway. PSE will be responsible for replacing what is removed.

COUNCILMEMBER COMMENTS

- Rieke commented on the community involvement with the Scarecrow event and social media posts about the Haunted Trails event. He is excited about the completion of the Rec Center and encouraged residents to vote.

- Waltier commented on Councilmember Barrentine’s Rec Center progress pictures and installing the donor bricks. Administrative Services Director Westman stated that the damaged bricks have been reordered and will ship at the end of the week.
- Barrentine thanked the volunteers and City staff for the Haunted Trails event and thanked FPD for making the City a safe and family-friendly place during the holidays. Barrentine encouraged residents to vote and reminded everyone to wear masks.
- Wittner stated that the 40th St. sign has been replaced. Wittner thanked the attendees and stated a member of Boy Scout Troop 294 was in attendance to fulfill a merit badge.
- Reynolds commented on the timeline for the COVID-19 children vaccination.
- Viafore asked about the location of the bronze statues. Pingel stated that the City has tentative ideas for locations. Viafore asked about the timeline for the tree lighting ceremony and the Tacoma School tree replacements. Westman stated that Tacoma School has contracted Tacoma Tree Foundation for the tree installations and is scheduled to start between the last week of October and the first week of November. Lastly, Viafore asked about replacing the Cherry Blossom on Regents Blvd and the winter planting on the City’s Street islands. Bemis stated that he will research a replacement tree and look into the schedule for the winter planting.
- George thanked the City staff, FPD, and the volunteers for doing a great job at the Haunted Trails event and stated the Scarecrows event was fun. George encouraged residents to vote and reminded them that there is a ballot drop box at City Hall. Lastly, he reminded residents to not place ballots in the utility payment drop box and thanked meeting attendees.

PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

George invited Public comments; the following individuals provided comments:

Jason Stonefield, 1211 Buena Vista, thanked the FPD and Sergeant Celis for their professionalism and compassion.

Brian Rybolt, 1036 Daniels Drive, thanked Fircrest Police Chief Cheesman for his explanation regarding statewide safety protocol and asked the Council to open the meetings to the public. Rybolt commented that the tree lighting ceremony is taking place indoors and that other municipalities are conducting council meetings indoors and in person.

COMMITTEE, COMMISSION, AND LIAISON REPORTS

A. Parks & Recreation

Barrentine commented on the tree lighting ceremony and wanted to provide direction to staff for the ceremony. George asked if the staff had any recommendations. Grover stated that staff has discussed several options to include doing a virtual lighting ceremony, using Santa in the pool party room, or utilizing the picnic shelter at the Fircrest Park. Grover stated that he would like to involve Chief Cheesman to gather ideas and would also like Council feedback. There was a brief discussion on having Santa outdoors and using a snow machine. There was a consensus for staff to explore using either the party room or the picnic shelter.

B. Pierce County Regional Council

Reynolds commented that PCRC met to discuss countywide policy updates and explained committee and board leadership and delegates’ roles. Upcoming elections for chair, vice-chair, and delegates will be happening soon.

C. Public Safety, Courts

Reynolds commented that she met with Chief Cheesman to discuss AEDs similar to the City of Tacoma's to be interchangeable during police calls. Reynolds asked the Council to look into future vaccination requirements for Police during the hiring process.

D. Street, Water, Sewer, and Storm Drain

Waltier commented that the Public Works crew have been diligent during this rainy weather to clear out catch basins and wanted to remind everyone of the importance of street maintenance. George commented that he is excited to see the street sweeper cleaning the debris off the roads.

E. Other Liaison Reports

George commented on SSHAP's hiring timeline for a manager position and SSHAP will be electing a chair, and vice-chair soon.

CONSENT CALENDAR

George requested the City Clerk read the Consent Calendar as follows: approval of Voucher No. 217130 through Voucher Check No. 217206 in the amount of \$419,503.00; approval of Payroll electronic funds transfer in the amount of the \$117,125.11; approval of the October 4, 2021, Special Meeting Minutes; approval of the October 11, 2021, Special Meeting Minutes; approval of the October 12, 2021, Regular Meeting Minutes; approval of the October 18, 2021, Special Meeting Minutes; **Wittner MOVED to approve the Consent Calendar as read; seconded by Barrentine The Motion Carried (7-0).**

PUBLIC HEARING

A. To receive comments on the 2022 Preliminary Budget

At 7:44 P.M., George opened the public hearing. Finance Director Corcoran briefed the Council on the Preliminary 2022 Budget, stating the public hearing was to receive comments on the Preliminary expenditures. Corcoran highlighted that the preliminary budget accounted for an increase in COLA of 6.3% increase for non-represented employees. George invited public testimony; none were provided. George invited councilmember comment; none were provided. At 7:47 P.M., George closed the public hearing.

UNFINISHED BUSINESS

A. Ordinance No. 1675: 2022 Ad Valorem Tax Levy

George presented to the Council the 2022 Ad Valorem Tax Levy to be considered for removal from table. **Viafore MOVED to untable Ordinance No. 1675, fixing the amount of the annual ad valorem tax levy necessary for the fiscal year 2022 and repealing section 1 and section 2 of Ordinance No. 1659; seconded by Wittner.**

Finance Director Corcoran briefed the Council on the 2022 Ad Valorem Tax Levy. Corcoran stated that the 2022 Ad Valorem Tax Levy reflects the removal of the one percent property tax increase. **Viafore MOVED to amend proposed Ordinance No. 1675, to indicate the numbers as presented by the Finance Director that removed the one percent increase to the property taxes for 2022; seconded by Barrentine.** George invited councilmember comments; none were provided. George invited public comment; Brian Rybolt, 1036 Daniels Drive, asked if the one percent property tax was being banked. George stated that it has been banked for the third year. **The Motion Carried (7-0).**

NEW BUSINESS

A. Resolution No. 1727: 2022 Regular Tax

Finance Director Corcoran briefed the Council on Resolution No. 1727, not increasing the property tax amount for 2022. **Wittner MOVED to adopt Resolution No. 1727, establishing no increase in the amount and percentage increase of the 2022 regular property tax levy over the 2021 regular property tax levy; seconded by Viafore.** George invited councilmember comment; none were provided. George invited public comment; none were provided. **The Motion Carried (7-0).**

B. Resolution No. 1728: 2022 EMS Levy

Finance Director Corcoran briefed the Council on Resolution No. 1728, to establish the amount of the 2022 EMS property tax levy that was approved by the voters on August 4th, 2020. **Wittner MOVED to adopt Resolution No. 1728, establishing the amount of the 2022 EMS property tax levy over the 2021 EMS property tax levy; seconded by Waltier.** George invited councilmember comment; none were provided. George invited public comment; none were provided. **The Motion Carried (7-0).**

C. Motion: 2022 Regular Property Tax and Regular EMS Levy Certification Forms

Finance Director Corcoran briefed the Council that this motion is to allow the City Manager to sign the 2022 regular tax levy and EMS tax levy forms. **Wittner MOVED to authorize the City Manager to sign the 2022 regular property and EMS levy certification forms; seconded by Viafore.** George invited councilmember comment; none were provided. George invited public comment; none were provided. **The Motion Carried (7-0).**

D. Resolution No. 1729: Amending the Financial Software Agreement with Springbrook

Finance Director Corcoran briefed the Council on Resolution No. 1729, to provide cloud-based maintenance support software for the year 2022. **Wittner MOVED to adopt Resolution No. 1729, authorizing the City Manager to execute an agreement with Springbrook Software to provide cloud-based maintenance support for Springbrook software applications; seconded by Barrentine.** George invited councilmember comment. There was a Council comment received regarding if the cloud-based maintenance support software was budgeted in the preliminary budget? Corcoran stated that it is budgeted under the professional services line item in each department that utilizes the software. George invited public comment; none were provided. **The Motion Carried (7-0).**

E. Resolution No. 1730: Amending the Principal Planner Agreement with Jeff Boers

Administrative Services Director Westman briefed the Council on Resolution No. 1730, stating that the changes include extending the term through December 31, 2022, and an increase in the hourly rate, which is passed on to the applicant. **Wittner MOVED to adopt Resolution No. 1730, authorizing the City Manager to execute an amendment to the contract for planning services with Jeff Boers and Associates in 2022; seconded by Barrentine.** George invited councilmember comment; none were provided. George invited public comment; none were provided. **The Motion Carried (7-0).**

F. Resolution No. 1731: Amending the Land Use Counsel Agreement with Susan Drummond, PLLC

Administrative Services Director Westman briefed the Council on Resolution No. 1731, extending the term through December 31, 2022. **Wittner MOVED to adopt Resolution No. 1731, authorizing the City Manager to execute an amendment to the contract for special legal counsel for land use matters with the Law Offices of Susan Elizabeth Drummond, PLLC in**

2022; seconded by Barrentine. George invited councilmember comment; none were provided. George invited public comment; none were provided. **The Motion Carried (7-0).**

G. Resolution No. 1732: Amending the Hearings Examiner Agreement with Olbrechts, PLLC

Administrative Services Director Westman briefed the Council on Resolution No. 1732, to extend the term through December 31, 2022. **Wittner MOVED to adopt Resolution No. 1732, authorizing the City Manager to execute an amendment to the contract for hearing examiner services with Olbrechts & Associates, PLLC in 2022; seconded by Viafore.** George invited councilmember comment; none were provided. George invited public comment; none were provided. **The Motion Carried (7-0).**

H. Information Only: 3rd Quarter Financial Report

Finance Director Corcoran presented the 3rd quarter report which includes APRA grant funds received and highlighted revenue comparisons year to year. General property tax revenue is at 56 percent of the budget. Impacts include banking property taxes for the past two years and are not reflective of revenue to be received from Pierce County Assessor in November. Corcoran stated that retail sales increased due to COVID-19 impacts while telephone tax revenue continues to decrease. There was a brief discussion on property taxes that are in the REERs. Corcoran stated it is reported on the monthly report.

CALL FOR FINAL COMMENTS

- Viafore asked what is the status of the proposed Recreation fees for next year. Pingel stated that information can be addressed at the next study session.
- Chief Cheesman stated that the Public Safety Building will be open and handing out candy on Halloween. There will be extra patrols on Halloween to ensure a safe event. Lastly, Cheesman thanked the City’s Attorney for a quick response.
- Barrentine commented on ensuring the father-daughter dance is planned.

EXECUTIVE SESSION

No executive session was scheduled. George asked the Council to come prepared to evaluate the City Manager at the November 9, 2021 meeting.

ADJOURNMENT

Viafore MOVED to adjourn the meeting at 8:24 P.M., seconded by Waltier. The Motion Carried (7-0).

Hunter T. George, Mayor

Jayne Westman, City Clerk

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE: November 9, 2021

SUBJECT: 13A **Ordinance Adopting the Annual Budget for Fiscal Year 2022**

FROM: Colleen Corcoran, Finance Director

RECOMMENDED MOTION: I move to adopt Ordinance No. _____, adopting the annual budget of the City of Fircrest for the Fiscal Year 2022.

PROPOSAL: The Council is being asked to adopt an ordinance adopting the annual budget for The fiscal Year 2022.

FISCAL IMPACT: The total of the 2022 Budget, including estimated revenues, expenditures, and fund balances, is \$28,434,772.

ADVANTAGE: The City will comply with RCW 35.33.075.

DISADVANTAGES: None known.

ALTERNATIVES: None known.

HISTORY: On September 28, 2021, the Preliminary Budget was presented to Council. Council budget work sessions were held on October 4, October 11, October 18, and October 25, 2021. A Public Hearing for revenue sources was held on October 12, 2021. Public Hearings to receive comments on the 2022 Budget were held on October 12 and 26, 2021.

The following resolutions and ordinances related to the 2022 Budget were authorized and adopted on October 12, 2021:

- Municipal Court Judge, and Chief Examiner Rate of Pay
- Salaries of Non-Union Employees, Including Casual and Seasonal Employees

The following resolutions and ordinances related to the 2022 Budget were authorized and adopted on October 26, 2021:

- 2022 Ad Valorem Tax Levy
- 2022 Regular Property Tax Levy
- 2022 EMS Tax Levy
- 2022 Regular Property Tax and Regular EMS Levy Certification Forms

ATTACHMENTS: [Ordinance](#)
[Final Adjustments to the Preliminary 2022 Budget Memo](#)

**CITY OF FIRCREST
ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, ADOPTING THE ANNUAL
BUDGET OF THE CITY OF FIRCREST FOR THE FISCAL
YEAR 2022**

WHEREAS, the Preliminary Budget of the City of Fircrest for the year 2022 was timely submitted;
and

WHEREAS, Public Hearings on the proposed Budget were advertised and held on October 12, 2021,
and October 26, 2021; and

WHEREAS, pursuant to said hearings and Council deliberations, certain changes were made in the
preliminary budget; now, therefore,

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

Section 1. That the budget document on file with the City Clerk entitled "City of Fircrest 2022 Annual
Budget" is hereby adopted by reference as though fully set forth.

Section 2. The 2022 Budget and totals of the estimated revenues, expenditures, and fund balances for
each separate fund, and the aggregate totals are as follows:

FUND	REVENUE	EXPENDITURES
001 General	\$10,223,277	\$10,223,277
101 Street	799,095	799,095
105 Police Investigation	12,500	12,500
150 Cumulative Reserve	1,739,917	1,739,917
17 201 Park Bond Debt Service	686,085	686,085
301 Park Bond Capital	1,424,615	1,424,615
18 310 Real Estate Excise Tax	2,098,880	2,098,880
415 Storm Drain	839,826	839,826
19 416 Storm Capital	1,018,107	1,018,107
425 Water	1,492,302	1,492,302
20 426 Water Capital	980,987	980,987
430 Sewer	3,780,920	3,780,920
21 432 Sewer Capital	1,305,947	1,305,947
22 501 Equipment Replacement	<u>2,032,314</u>	<u>2,032,314</u>
TOTAL ALL FUNDS	28,434,772	28,434,772

Section 3. A complete copy of the final budget for 2022 as adopted, together with a copy of this
adopting ordinance shall be transmitted by the City Clerk to the Division of Municipal Corporations of
the Office of the State Auditor and to the Municipal Research Services Center (MRSC).

Section 4. This ordinance shall take effect five days after its passage, approval and publication as
provided by law.

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PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 9th day of November 2021.

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jayne Westman, City Clerk

APPROVED AS TO FORM:

Hillary J. Evans, City Attorney

DATE OF PUBLICATION:
EFFECTIVE DATE:

To: Mayor and Councilmembers
From: Colleen Corcoran, Finance Director
CC: Scott Pingel City Manager
Date: October 26, 2021
Re: 2022 Budget Changes from Preliminary

Attached are spreadsheets showing how the 2022 Preliminary Budget has been adjusted. Following are the explanations for each change.

General Fund Adjustments

Revenue

General Property Tax – (\$48,381) bank 1% of property tax for 2022 (\$16,384) plus effect of banking 2020 (\$15,876) and 2021 (\$16,121).

Retail Sales Tax – added \$30,000 to better match anticipated revenue.

Expenditures

Police Emphasis Patrol Overtime - added \$5,000.

Recreation Public Utilities – added \$25,000 to track cost of public utilities in Recreation department.

Parks Public Utilities – (\$25,000) to move cost of Recreation’s public utilities to Recreation. Transfer Out Property Tax- (\$7,257) results from banking 1% of general property tax.

Parks Capital – added \$50,000 for replacement of sign at Alice Peers Park.

Designated 44th/Alameda Ending Fund Balance – (50,000) for replacement of sign at Alice Peers Park.

Undesignated Ending Fund Balance – (\$16,124) decrease due to net adjustments listed above.

Street Fund Adjustments

Revenue

Transfer from Property Tax – (\$7,257) results from banking 1% of general property tax.

Expenditures

Undesignated Ending Fund Balance – (\$7,257) results from banking 1% of general property tax.

Park Bond Capital Fund Adjustments

Expenditures

Capital Expenses – (\$250,000) remove improvements for Fox Property.

Ending Fund Balance – increase of \$250,000 due to removal of improvements for Fox property.

**General Fund
Adjustments to the 2022 Preliminary Budget**

	<u>2022 Preliminary</u>	<u>Adjustment</u>	<u>2022 Final</u>
Designated/Light	518,050		518,050
Designated/44th & Alameda	608,138		608,138
Undes Beginning Fund Balance	<u>2,357,678</u>		<u>2,357,678</u>
Total Beginning Fund Balance	3,483,866	0	3,483,866
Taxes	3,814,854		
General Property Taxes		(48,381)	
Retail Sales Tax		37,000	
Total Taxes			3,803,473
Licenses & Permits	534,300		534,300
Intergovernmental Revenues	374,250		374,250
Charges for Goods & Services	1,222,498		1,222,498
Fines & Forfeits	219,600		219,600
Miscellaneous	192,290		192,290
Total Operating Revenue	6,357,792	(11,381)	6,346,411
ARPA Grant	400,000		400,000
TOTAL GENERAL FUND RESOURCES	10,241,658	(11,381)	10,230,277
Legislative	82,845		82,845
Judicial	397,925		397,925
Administration	331,780		331,780
Finance	381,750		381,750
Legal	224,850		224,850
Other Employee Benefits	6,500		6,500
Non-Departmental	239,069		239,069
Personnel	41,950		41,950
Facilities	539,875		539,875
Information Systems	67,500		67,500
Civil Service Commission	6,100		6,100
Police	1,860,276		
Emphasis Patrol Overtime		5,000	
Total Police			1,865,276
Fire/EMS	725,925		725,925
Jail	30,500		30,500
Building Inspection	81,350		81,350
Emergency Management	15,300		15,300
Physical Environment	14,742		14,742
Planning	69,200		69,200
Health	2,140		2,140
Recreation	357,150		
Public Utilities		25,000	
Total Recreation			382,150
Participant Recreation	36,100		36,100

**General Fund
Adjustments to the 2022 Preliminary Budget**

	2022 Preliminary	Adjustment	2022 Final
Library	12,000		12,000
Community Events	38,650		38,650
Swimming Pool	251,055		251,055
Parks	272,330		
Public Utilities		(25,000)	
Total Parks			247,330
Total	6,086,862	5,000	6,091,862
Operating Transfer/Street Beautification	10,000		10,000
Operating Transfer/Property Tax	251,606	(7,257)	244,349
Total Operating Cost	6,348,468	(2,257)	6,346,211
Revenue over (under) Operating Expenses	9,324	(9,124)	200
Facilities	400,000		400,000
Parks	55,000	50,000	105,000
Total Capital	455,000	50,000	505,000
Transfer to Street Lt. Maint. From Desg Lt.	40,600		40,600
Total Transfers Out	40,600	0	40,600
Undes Ending Fund Balance	967,002	(9,124)	957,878
Reserved for Cash Flow	1,400,000		1,400,000
Designated/Light	477,450		477,450
Designated/44th & Alameda	553,138	(50,000)	503,138
Total Ending Fund Balance	3,397,590	(59,124)	3,338,466
TOTAL GENERAL FUND BUDGET	10,241,658	(11,381)	10,230,277

**Street Fund
Adjustments to the 2022 Preliminary Budget**

	<u>2022 Preliminary</u>	<u>Adjustment</u>	<u>2022 Adjusted</u>
Beginning Fund Balance	246,141		246,141
Total Beginning Fund Balance	246,141	0	246,141
Operating Revenues	158,005		
Transfer from Property Tax		(7,257)	
Total Operating Revenues			150,748
Preliminary Operating Transfers In	<u>302,206</u>		<u>302,206</u>
Total Operating Revenue	460,211	(7,257)	452,954
Total Transfer In for Capital from Light Money			0
Total Transfer In for Capital from REET 1	100,000		100,000
Total Transfer In for Capital from REET 2	0		0
Total Grant Revenue	<u>0</u>		<u>0</u>
Total Revenue for Capital	100,000	0	100,000
TOTAL STREET FUND RESOURCES	806,352	(7,257)	799,095
Street Maintenance	329,560		329,560
Street Light Maintenance	40,600		40,600
Street Beautification	<u>90,550</u>		<u>90,550</u>
Total Operating Cost	460,710	0	460,710
Revenue over/(under) Operating Expenses	(499)	(7,257)	(7,756)
Capital Expenditures	<u>100,000</u>		<u>100,000</u>
Excess Revenue over (under) Operating and Capital	(499)	(7,257)	(7,756)
Undesignated Ending Fund Balance	245,642	(7,257)	238,385
Total Ending Fund Balance	245,642	(7,257)	238,385
TOTAL STREET FUND BUDGET	806,352	(7,257)	799,095

PARK BOND DEBT SERVICE FUND
Adjustments to the 2022 Preliminary Budget

	<u>2022 Preliminary</u>	<u>Adjustment</u>	<u>2022 Adjusted</u>
Beginning Fund Balance	106,075		106,075
Bond Property Taxes	580,000		580,000
Interest	10		10
Total Revenue	580,010	0	580,010
TOTAL PARK BOND DEBT FUND RESOURCES	686,085	0	686,085
Principal Loan Payment	100,000		100,000
Interest Payment	316,200		316,200
Total Expenditures	416,200	0	416,200
Excess over (under) including capital	163,810	0	163,810
Undesignated Ending Fund Balance	269,885	0	269,885
TOTAL PARK BOND DEBT FUND BUDGET	686,085	0	686,085

PARK BOND CAPITAL FUND
Adjustments to the 2022 Preliminary Budget

	<u>2022 Preliminary</u>	<u>Adjustment</u>	<u>2022 Adjusted</u>
Beginning Fund Balance	0		0
Grant Revenue	174,515		174,515
Investment Revenue	100		100
Donations	1,250,000		1,250,000
Total Revenue	1,424,615	0	1,424,615
TOTAL PARK BOND CAPITAL FUND RESOURCES	1,424,615	0	1,424,615
Capital Expenses	782,000	(250,000)	532,000
Transfer Out to Cum. Rsv. Loan Payment-Principal	762,846		762,846
Transfer Out to Cum. Rsv. Loan Payment-interest	11,500		11,500
Total Expenditures	1,556,346	(250,000)	1,306,346
Excess over (under) including capital	(131,731)	250,000	118,269
Undesignated Ending Fund Balance	(131,731)	250,000	118,269
TOTAL PARK BOND CAPITAL FUND BUDGET	1,424,615	0	1,424,615

**Storm Fund
Adjustments to the 2022 Preliminary Budget**

	<u>2022 Preliminary</u>	<u>Adjustment</u>	<u>2022 Adjusted</u>
Beginning Fund Balance	289,226		289,226
Preliminary Operating Revenues	550,600		550,600
TOTAL STORM FUND RESOURCES	839,826	0	839,826
Preliminary Operating Expenses	492,529		
Total Operating Expenses		0	492,529
Excess of revenues over(under) operating expenses	58,071	0	58,071
Transfer to Storm Capital Fund	81,900		81,900
Revenue over (under) Operating Expenses w/Xfer	(23,829)	0	(23,829)
Undesignated Ending Fund Balance	265,397	0	265,397
TOTAL STORM FUND BUDGET	839,826	0	839,826

STORM CAPITAL FUND
Adjustments to the 2022 Preliminary Budget

	<u>2022</u> <u>Preliminary</u>	<u>Adjustment</u>	<u>2022</u> <u>Adjusted</u>
Beginning Fund Balance	623,156		623,156
Capital Contributions	313,051		313,051
Transfer In	81,900		81,900
TOTAL STORM CAPITAL FUND RESOURCES	1,018,107	0	1,018,107
Capital Expenses	315,050		
Total Expenditures	315,050	0	315,050
Excess over (under) including capital	79,901	0	79,901
Undesignated Ending Fund Balance	703,057	0	703,057
TOTAL STORM CAPITAL FUND BUDGET	1,018,107	0	1,018,107

**Water Fund
Adjustments to the 2022 Preliminary Budget**

	<u>2022 Preliminary</u>	<u>Adjustment</u>	<u>2022 Adjusted</u>
Beginning Fund Balance	314,952		314,952
Preliminary Operating Revenues	1,177,350		1,177,350
TOTAL WATER FUND RESOURCES	1,492,302	0	1,492,302
Preliminary Operating Expenses	1,004,257		
Total Operating Expenses			1,004,257
Revenue over (under) Operating Expenses	173,093	0	173,093
Transfer to Water Capital	108,160		108,160
Excess revenue over (under) including Xfer	64,933	0	64,933
Undesignated Ending Fund Balance	379,885	0	379,885
TOTAL WATER FUND BUDGET	1,492,302	0	1,492,302

WATER CAPITAL FUND
Adjustments to the 2022 Preliminary Budget

	<u>2022 Preliminary</u>	<u>Adjustment</u>	<u>2022 Adjusted</u>
Beginning Fund Balance	168,827		168,827
Capital Contributions	704,000		704,000
Transfer In	108,160		108,160
TOTAL WATER CAPITAL FUND RESOURCES	980,987	0	980,987
Capital Expenses	392,400		
Total Expenditures	392,400	0	392,400
Excess over (under) including capital	419,760	0	419,760
Designated Fund Balance ARPA	410,000		410,000
Undesignated Ending Fund Balance	178,587	0	178,587
TOTAL WATER CAPITAL FUND BUDGET	980,987	0	980,987

**Sewer Fund
Adjustments to the 2022 Preliminary Budget**

	<u>2022 Preliminary</u>	<u>Adjustment</u>	<u>2022 Adjusted</u>
Beginning Fund Balance	1,036,720		1,036,720
Preliminary Operating Revenues	2,744,200		2,744,200
TOTAL SEWER FUND RESOURCES	3,780,920	0	3,780,920
Preliminary Operating Expenses	2,319,319		
Total operating Expenses			2,319,319
Revenue over (under) Operating Expenses	424,881	0	424,881
Debt Service	313,808		313,808
Transfer to Sewer Capital	230,000		230,000
Excess revenue over (under) with debt & xfer	(118,927)	0	(118,927)
Undesignated Ending Fund Balance	917,793	0	917,793
TOTAL SEWER FUND BUDGET	3,780,920	0	3,780,920

SEWER CAPITAL FUND
Adjustments to the 2022 Preliminary Budget

	<u>2022 Preliminary</u>	<u>Adjustment</u>	<u>2022 Adjusted</u>
Beginning Fund Balance	1,071,947		1,071,947
Capital Contributions	4,000		4,000
Transfer In	230,000		230,000
TOTAL SEWER CAPITAL FUND RESOURCES	1,305,947	0	1,305,947
Capital Expenses	440,000		
Total Expenditures	440,000	0	440,000
Excess over (under) including capital	(206,000)	0	(206,000)
Undesignated Ending Fund Balance	865,947	0	865,947
TOTAL SEWER CAPITAL FUND BUDGET	1,305,947	0	1,305,947

**ERR Fund
Adjustments to the 2022 Preliminary Budget**

	<u>2022 Preliminary</u>	<u>Adjustment</u>	<u>2022 Adjusted</u>
Beginning Fund Balance	1,642,055		1,642,055
Preliminary Operating Revenues	141,085		141,085
Total Transfer In for Capital Replacement	249,174		249,174
TOTAL ERR FUND RESOURCES	2,032,314	0	2,032,314
Preliminary Operating Expenses	166,870		166,870
Revenue over (Under) Operating Expenses	(25,785)	0	(25,785)
Capital Expenses	268,427		268,427
Excess over (under) including capital	(45,038)	0	(45,038)
Designated Ending Fund Balance	1,597,017	0	1,597,017
TOTAL ERR FUND BUDGET	2,032,314	0	2,032,314

**Police Investigation Fund
Adjustments to 2022 Preliminary Budget**

	2022 <u>Preliminary</u>	<u>Adjustment</u>	2022 <u>Adjusted</u>
Beginning Fund Balance	12,500		12,500
Preliminary Operating Revenues	0		0
TOTAL POLICE INVESTIGATION FUND RESOURCES	12,500	0	12,500
Preliminary Operating Expenses	12,500		12,500
Undesignated Ending Fund Balance	0	0	0
TOTAL POLICE INVESTIGATION FUND BUDGET	12,500	0	12,500

REET Fund
Adjustments to the 2022 Preliminary Budget

	<u>2022</u>	<u>Adjustment</u>	<u>2022</u>
	<u>Preliminary</u>		<u>Adjusted</u>
Beginning Fund Balance 1st	389,798		389,798
Beginning Fund Balance 2nd	<u>1,307,682</u>		<u>1,307,682</u>
TOTAL	1,697,480	0	1,697,480
Preliminary Operating Revenues 1st 1/4	200,400		200,400
Preliminary Operating Revenues 2nd 1/4	<u>201,000</u>		<u>201,000</u>
TOTAL	401,400		401,400
TOTAL REET FUND RESOURCES	2,098,880	0	2,098,880
Preliminary Expenses			
Transfer Out from REET (1st 1/4)	100,000		100,000
Transfer Out from REET (2nd 1/4)	<u>0</u>		
TOTAL	100,000		100,000
Ending Fund Balance 1st	490,198	0	490,198
Ending Fund Balance 2nd	<u>1,508,682</u>		<u>1,508,682</u>
TOTAL	1,998,880		2,498,880
TOTAL REET FUND BUDGET	2,098,880	0	2,098,880

**Cumulative Reserve Fund
Adjustments to the 2022 Preliminary Budget**

	2022		2022
	<u>Preliminary</u>	<u>Adjustment</u>	<u>Adjusted</u>
Beginning Fund Balance General	446,308		446,308
Beginning Fund Balance Street	150,000		150,000
Beginning Fund Balance Water	11,513		11,513
Beginning Fund Balance Sewer	369,250		369,250
Transfer in from Park Capital Fund-Principal Payment	762,846		762,846
TOTAL Cumulative Reserve Fund Resources	1,739,917	0	1,739,917
Ending Fund Balance General	1,209,154		1,209,154
Ending Fund Balance Street	150,000		150,000
Ending Fund Balance Water	11,513		11,513
Ending Fund Balance Sewer	369,250		369,250
TOTAL Cumulative Reserve Fund Budget	1,739,917	0	1,739,917

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: **Budget Amendment, 1st Reading**
ITEM 13B
DATE: **NOVEMBER 9, 2021**

RECOMMENDED MOTION: **None. Introduction of Proposed Ordinance Only.**

PROPOSAL: This is a request for additional appropriations for anticipated revenues and expenditures not provided for in the Adopted 2021 Budget.

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

Fund	Account	Title	Increase/(Decrease)	
General				
	332.92.10.00	ARPA Grant Revenue	954,920	1
	517.78.20.00	Unemployment Compensation	8,000	2
	518.63.40.00	ARPA Grant Expenses	100,000	3
	518.81.41.02	I.S. Web Design	4,800	4
	518.81.42.00	I.S Communication	1,400	5
	576.20.11.00	Pool Overtime	5,300	6
	576.20.12.00	Pool Casual and Seasonal Labor	14,000	6
	576.20.31.01	Pool Chemicals	6,000	6
	576.20.31.02	Pool Janitorial Supplies	2,500	6
	576.20.43.00	Pool Excise Taxes	2,700	6
	576.80.31.02	Parks Operation Supplies	3,200	7
	576.80.47.01	Parks Dump Fees	1,000	7
	576.80.48.00	Parks Repair & Maintenance	4,200	7
	597.10.00.05	Transfer to Water Capital Fund (ARPA)	350,000	8
	508.10.00.04	EFB Des. Fund Bal/ARPA	504,920	1,3,8
	508.80.00.01	EFB Undes. Unres. Fund Balance	(53,100)	2,4-8
Water				
	534.50.10.00	Salaries and Wages-Gen Op	20,000	9
	534.50.20.00	Personnel Benefits-Gen Op	10,000	9
	534.80.10.00	Salaries and Wages-Maint Op	12,000	9
	534.80.20.00	Personnel Benefits-Maint Op	3,000	9
	534.50.48.01	Repair and Maintenance	30,000	10
	534.80.47.02	Dumping Fees	7,000	10
	508.80.04.25	Ending Fund Balance	(82,000)	9,10
Water Capital				
	397.00.00.14	Transfer In from General Fund ARPA	350,000	11
	594.34.63.01	Other Improvements	240,000	11
	508.80.04.26	Ending Fund Balance-Water Capital	110,000	11

Sewer	535.50.10.00	Salaries and Wages-Gen Op	(20,000)	9
	535.20.20.00	Personnel Benefits-Gen Op	(10,000)	9
	535.80.10.00	Salaries and Wages-Maint Op	(12,000)	9
	538.80.20.00	Personnel Benefits-Maint Op	(3,000)	9
	508.80.04.30	Ending Fund Balance	45,000	9
ERR	594.48.64.01	Capital Outlay-Legislative	(1,200)	12
	594.48.64.03	Capital Outlay-Admin	1,200	12
	594.48.64.08	Capital Outlay-Police	2,130	13
	508.10.05.01	Ending Fund Balance	(2,130)	12,13

The City of Fircrest adopts an annual budget at the fund level. The above adjustments will result in an Amended 2021 Budget by fund as follows:

2021 REVENUES, EXPENDITURES & BALANCES BY FUND				
FUND	ORIGINAL	B.A. #1	B.A. #2	AMENDED
General	9,426,514	689,392	954,920	11,070,826
Street	624,579	132,482		757,061
Park Bond Debt Srv	675,040	4,733		679,773
Park Bond Capital	9,050,285	543,613		9,593,898
Storm Drain	750,941	68,706		819,647
Storm Drain Capital	882,825	55,381		938,206
Water	1,417,916	32,163		1,450,079
Water Capital	397,312	188,225	350,000	935,537
Sewer	3,746,920	35,103		3,782,023
Sewer Capital	1,639,986	190,186		1,830,172
ERR	1,736,691	121,393		1,858,084
Police Investigation	12,540	(42)		12,498
REET	1,887,386	56,094		1,943,480
Cumulative Reserve	4,030,763	250,000		4,280,763
Total	36,279,698	2,367,429	1,304,920	39,952,047

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

1. American Rescue Plan Act revenue received \$954,920
2. Reimbursement to Employment Security Department for unemployment costs \$8,000
3. ARPA grant expenses for rental, business, and utility assistance \$100,000
4. Social media archiving expense \$4,800
5. Temporary pool house internet connection \$1,400
6. Cost over the anticipated amount for running the pool \$30,500
7. Costs for Tot Lot repairs \$8,400
8. Transfer to Water Capital Fund from ARPA funds for water meter replacement \$350,000
9. Moved Salaries/Wages and Personnel Benefits from Sewer Fund (\$45,000) for #10.
10. Contra Costa water main repair and Weathervane Booster pump repair material \$37,000
11. Transfer In from General Fund (ARPA funds) to cover part of water meter program
12. Move budget for a new computer from Legislative to Administration \$1,200
13. Budget to purchase a new server for Police

Attachment: [Ordinance](#)

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**CITY OF FIRCREST
ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF FIRCREST,
WASHINGTON, AUTHORIZING ADDITIONAL
EXPENDITURES OF FUNDS FOR MATTERS NOT FORESEEN
AT THE TIME OF FILING THE ANNUAL BUDGET FOR 2021;
AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City anticipates certain revenues and expenditures not foreseen at the time of filing the Annual Budget for 2021; and;

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

WHEREAS, the City adopted its 2021 budget on November 10, 2020, through Ordinance #1662; and

WHEREAS, the City amended its 2021 budget on March 23, 2021, through Ordinance #1672; and

WHEREAS, it is necessary to amend the adopted 2021 budget to defray the anticipated expenditures; Now, Therefore,

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

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

Section 2. The anticipated revenues and expenditures will result in amendment of the 2021 Budget by fund as follows:

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2021 REVENUES, EXPENDITURES & BALANCES BY FUND				
FUND	ORIGINAL	B.A. #1	B.A. #2	AMENDED
General	9,426,514	689,392	954,920	11,070,826
Street	624,579	132,482		757,061
Park Bond Debt Srv	675,040	4,733		679,773
Park Bond Capital	9,050,285	543,613		9,593,898
Storm Drain	750,941	68,706		819,647
Storm Drain Capital	882,825	55,381		938,206
Water	1,417,916	32,163		1,450,079
Water Capital	397,312	188,225	350,000	935,537
Sewer	3,746,920	35,103		3,782,023
Sewer Capital	1,639,986	190,186		1,830,172
ERR	1,736,691	121,393		1,858,084
Police Investigation	12,540	(42)		12,498
REET	1,887,386	56,094		1,943,480
Cumulative Reserve	4,030,763	250,000		4,280,763
Total	36,279,698	2,367,429	1,304,920	39,952,047

Section 3. Effective Date. This ordinance shall be in full force and take effect 5 days after its publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 23rd day of November 2021.

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jayne Westman, City Clerk

APPROVED AS TO FORM:

Hillary J. Evans, City Attorney

Publication Date:

Effective Date:

NEW BUSINESS: Steilacoom Holiday Sleigh Contract
ITEM 13C

FROM: Scott Pingel, City Manager

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute an Equipment Use and Hold Harmless Agreement between the Town of Steilacoom and the City of Fircrest for the use of the Holiday Sleigh.

PROPOSAL: The Council is being asked to authorize the City Manager to execute an Equipment Use and Hold Harmless Agreement with the Town of Steilacoom for use of the Holiday Sleigh.

FISCAL IMPACT: Minimal.

ADVANTAGE: This is a great event for our community and our employees.

DISADVANTAGES: Monitoring contractor performance involves some commitment of staff time. It is anticipated that this will not consume a large amount of time with this vendor.

ALTERNATIVES: None that are feasible.

HISTORY: The Town of Steilacoom owns a motorized vehicle that can be best described as a Holiday Sleigh. We have utilized the sleigh for 20 years and on those occasions, City employees and volunteers have dressed up in costumes of elves, reindeer, a snowman, and even Mr. and Mrs. Claus, and we ride the "sleigh" throughout the City. In the past, we have handed out holiday wishes, donated toys, and candy canes to our residents.

Due to the ongoing pandemic, the holiday sleigh ride will be adjusted similar to last year where the staff plans to start at an earlier time and drive the sleigh down more streets. We will pre-arrange the route on our journey which will afford more of our residents a chance to see Santa.

ATTACHMENTS: [Resolution](#)
[Equipment Use and Hold Harmless Agreement](#)

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**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO SIGN AN EQUIPMENT USE AND HOLD
HARMLESS AGREEMENT BETWEEN THE TOWN OF
STEILACOOM AND THE CITY OF FIRCREST FOR THE USE OF
A MOTORIZED HOLIDAY SLEIGH.**

WHEREAS, RCW 39.34.030 authorizes municipal corporations to enter into agreements with one another for joining cooperative action; and

WHEREAS, the parties to this agreement each have the need of the use of the Holiday Sleigh; and

WHEREAS, the parties to this agreement believe it is in the best interest of both parties to enter into a joint agreement to share the use of the Holiday Sleigh.

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 the Equipment Use and Hold Harmless Agreement between the Town of Steilacoom and the City of Fircrest for the use of a motorized Holiday Sleigh.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 9th day of November 2021.

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jayne Westman, City Clerk

APPROVED AS TO FORM:

Hillary J. Evans, City Attorney

EQUIPMENT USE AND HOLD HARMLESS AGREEMENT

This agreement is made and entered into by Fircrest, hereafter referred to as user, and the Town of Steilacoom, hereafter referred to as owner.

RECITALS

1. The Town of Steilacoom owns a motorized vehicle best described as a holiday season sleigh which it uses in various Town holiday activities; and
2. Fircrest wishes to use the Town of Steilacoom holiday season sleigh for holiday activities in Fircrest; and
3. The Town of Steilacoom is willing to allow Fircrest to make use of its holiday season sleigh on certain terms and conditions; and
4. The parties set forth below the terms and conditions on which such use shall be permitted.

AGREEMENT

- A. Owner agrees to allow user to use its holiday season sleigh, and user agrees to use owner’s holiday season sleigh according to and in compliance with the terms and conditions set forth below.
- B. Owner shall reserve the right to first choice for all dates and times of use of the holiday season sleigh. User shall be entitled to use the holiday season sleigh at all other times not previously scheduled for use by owner. User shall make all requests for use of the holiday season sleigh in writing directed to the Town Administrator.
- C. User agrees to allow only validly licensed and insured drivers to operate the holiday season sleigh.
- D. Before user makes any use of the holiday season sleigh, user shall provide to owner a certificate of vehicle liability insurance of a minimum of \$1,000,000.00 demonstrating that user has hired and non-owned auto_coverage. Further, user agrees that its vehicle insurance coverage shall be the primary insurance in respect to owner. Any insurance, self-insurance, or insurance pool coverage maintained by owner shall be in excess of the user’s insurance and shall not contribute with it. User also agrees to pay owner’s physical damage deductible for any damage to the vehicle while in user’s care and control pursuant to this agreement.
- E. User indemnifies, defends and holds harmless, owner, its officers, officials, employees, volunteers, successors and assigns from any and all claims, injuries, damages, losses, suits, actions or liabilities for injury or death of any person, or for the loss or damage to property which arises out of user’s use of the owner’s holiday season sleigh, or from any activity, work or thing done, permitted or allowed by user in or about the holiday season sleigh, except for injuries and damages caused by the sole negligence of the owner.
- F. User shall be fully financially responsible for all costs of use, operation and maintenance of the holiday season sleigh while it is in the user’s care and control pursuant to this agreement.
- G. This agreement constitutes the full and entire agreement of the parties. Any changes, additions or other modifications of this agreement shall be in writing and signed by both parties.
- H. If any provision of this agreement shall be found by a court of competent jurisdiction to be invalid and/or unenforceable, the remainder of this agreement shall be given full force and effect by the parties.
- I. This agreement covers the period December 1, 2021 through December 31, 2021.

Fircrest:

Town of Steilacoom

By: _____
City Manager

By: _____
Mayor

Date: _____

Date: _____

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: **NW GIS Consulting, LLC Contract Amendment**
ITEM: 13D

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

RECOMMENDED MOTION: **I move to adopt Resolution No. _____, authorizing the City Manager to execute an amendment to the contract for on-call GIS support services with the NW GIS Consulting, LLC in 2022.**

PROPOSAL: The Council is being asked to adopt a resolution amending the professional service agreement with the NW GIS Consulting, LLC extending the term of said Agreement through December 31, 2022.

FISCAL IMPACT: There is no change to the contract amount.

ADVANTAGE: The City needs a qualified professional for on-call GIS services. NW GIS Consulting, LLC has extensive experience in the area and has been instrumental in updating our GIS program.

DISADVANTAGES: None identified.

ALTERNATIVES: The City could consider another firm with equivalent experience.

HISTORY: In 2014, the City contracted with NW GIS Consulting, LLC to update our GIS data and provide on-call GIS support services.

ATTACHMENTS: [Resolution](#)
[Amendment](#)

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**CITY OF FIRCREST
RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO EXECUTE AN AMENDMENT TO THE
PROFESSIONAL SERVICE AGREEMENT WITH THE NW GIS
CONSULTING, LLC TO EXTEND THE TERM OF SAID
AGREEMENT.**

WHEREAS, the City of Fircrest has a need for GIS on-call services; and

WHEREAS, the term of said Agreement will expire on December 31, 2021; and

WHEREAS, Section 3 of said Agreement provides for the option to extend the term of the Agreement for one year; and

WHEREAS, the City of Fircrest desires to maintain these services; 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 #6 to the Professional Service Agreement with NW GIS Consulting, LLC, extending the term of the said agreement through December 31, 2022.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 9th day of November
2021.

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jayne Westman, City Clerk

APPROVED AS TO FORM:

Hillary J. Evans, City Attorney

**AMENDMENT #6
TO THE CITY OF FIRCREST
PROFESSIONAL SERVICES AGREEMENT WITH THE NW GIS
CONSULTING, LLC TO PROVIDE ON-CALL GIS SERVICES**

This amendment is hereby made and entered into this 9th day of November 2021 by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the “City” and NW GIS Consulting, LLC hereinafter referred to as “Consultant.”

WITNESSETH:

1. **Purpose**

The purpose of this sixth amendment is to amend the May 26, 2015 agreement. This amendment is limited to the amendments as set forth herein. All of the remaining terms and conditions of the May 26, 2015 agreement and previous amendments shall remain in full force and effect. The amendment is as follows:

2. Section 3 is hereby amended to read as follows:

Terms: The term of this Agreement shall be from January 1, 2022, until December 31, 2022, and may be extended or modified by the mutual consent of the parties.

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

CITY OF FIRCREST

NW GIS CONSULTING, LLC.

By _____
City Manager

By _____
NW GIS Consulting LLC

Approved as to Form:

By _____
City Attorney

**NEW BUSINESS: Washington Traffic Safety Commission Interagency Agreement
ITEM 13E**

FROM: John Cheesman, Police Chief

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute an interagency agreement with the Washington Traffic Safety Commission allowing the Fircrest Police Department to assist in multi-jurisdictional DUI, Motor Cycle and Distracted Driving patrols.

PROPOSAL: The Council is being asked to adopt a resolution allowing the City Manager to execute an Interagency Agreement with the Washington Traffic Safety Commission allowing the City of Fircrest Police Department to assist in multi-jurisdictional DUI, distracted driving, and motorcycle patrols.

FISCAL IMPACT: We will be able to put additional officers on the street at little cost to our citizens. If approved, we will be receiving a grant to participate in various emphasis patrols. The grant money will be used to pay for the officer's overtime and benefits.

ADVANTAGE: Additional officers on the street at no direct cost to our citizens. This program has enabled us to put extra officers on the City of Fircrest streets at very little cost to our taxpayers. We have found this program to be very beneficial for our city. By participating in this program, our officers have made a positive statement to our community that we care about their safety and want them to pay attention while driving and that we will not tolerate DUI and or drugged driving. This is a wonderful program, which has been very well received and enthusiastically approached by our officers. By continuing to be a member of this multi-agency task force, we will be provided a great opportunity to work with and form close ties with officers from other jurisdictions around Pierce County.

DISADVANTAGES: None identified.

ALTERNATIVES: Not to participate in the DUI emphasis patrols.

HISTORY: Since 1998, the Fircrest Police Department has been participating with other agencies from around Puget Sound in doing traffic emphasis patrols. Many of the emphasis patrols will be conducted in our City and some will be targeted in other areas of the County. In support of this program, police agencies in Pierce County conduct traffic safety emphasis patrols on various nights throughout the year. Traditionally the most dangerous times of the year for motorists are selected to put extra officers on the street. We have been fortunate to receive grant dollars from the Washington Traffic Safety Commission to pay for the extra patrols.

The Interagency Agreement asks us to participate in DUI and other emphasis patrols during the following time frames:

- Holiday DUI Patrols: December 15, 2021, to January 1, 2022
- Distracted Driving Patrols: April 4 - April 11, 2022
- It's a Fine Line: July 8- July 24, 2022
- Drive Sober or Get Pulled Over - August 17 - September 5, 2022

We will also be co-hosting an emphasis patrol during the weekend Cinco de Mayo is celebrated.

ATTACHMENTS: [Resolution](#)
[Interagency Agreement](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST,
WASHINGTON AUTHORIZING THE CITY MANAGER TO EXECUTE
AN INTERAGENCY AGREEMENT WITH THE WASHINGTON
TRAFFIC SAFETY COMMISSION ALLOWING THE FIRCREST
POLICE DEPARTMENT TO ASSIST IN MULTI-JURISDICTIONAL
DUI, MOTORCYCLE, AND DISTRACTED DRIVING PATROLS.**

WHEREAS, the City of Fircrest is concerned about the safety of all its citizens and property;
and

WHEREAS, an entity known as the Washington Traffic Safety Commission has created the Tacoma/Pierce County DUI and Traffic Safety Task Force to assist in multi-jurisdictional high visibility emphasis patrols for the purpose of promoting the targeting, apprehending and successfully prosecuting as many DUI violators as possible and for participating in motorcycle, and distracted driving focused patrols as part of a statewide high-visibility enforcement campaign; and

WHEREAS, it is the desire of various law enforcement agencies within Pierce County to participate in such a task force; and

WHEREAS, multi-agency participation in such a task force is possible by virtue of the Washington Mutual Aid Peace Officer Powers Act set forth in Chapter 10.93 R.C.W. and the Interlocal Cooperation Act set forth in Chapter 39.34 R.C.W. Now, Therefore,

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

Section 1. The City Manager is hereby authorized and directed to execute an Inter-agency Agreement with the Washington Traffic Safety Commission.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST,
WASHINGTON**, at a regular meeting thereof this 9th day of November 2021.

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jayne Westman, City Clerk

APPROVED AS TO FORM:

Hillary J. Evans, City Attorney

INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as “WTSC,” and [REDACTED], hereinafter referred to as “SUB-RECIPIENT.”

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) numbers 20.600 and 20.608, for traffic safety grant project **2022-HVE-4447-Region 5 Target Zero Task Force**, specifically to provide funding for the law enforcement agencies in WTSC Region 5 to conduct overtime high-visibility enforcement (HVE) traffic safety emphasis patrols as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TZM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

Grant **2022-HVE-4447-Region 5 Target Zero Task Force** was awarded to the **Region 5** to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB-RECIPIENT is able to seek reimbursement for approved overtime expenses incurred as a participant in the region’s HVE grant.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both Parties, but not earlier than October 1, 2021, and remain in effect until September 30, 2022 unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

SCOPE OF WORK:

Problem and Opportunity Statement / Project Overview

The main causes of serious injury and fatality collisions on Washington's roadways are driver impairment through drug and/or alcohol use, and distracted driving. Motorcyclists also represent a high number of injured and killed as a result of unsafe and poorly trained riders and the challenges vehicle drivers face in observing motorcycles on the road.

This project will fund locally coordinated high visibility enforcement mobilizations for distracted driving and motorcycle safety. Selected regions will also be given funding for Impaired Driving HVE. Overtime patrols will be organized by local Target Zero Managers (TZMs) & the statewide Law Enforcement Liaison networks and their local Target Zero Task Force. These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination.

Goal

Prevent traffic crashes to reduce traffic related deaths and serious injuries through active, visible, consistent, and targeted traffic law enforcement.

Strategy

Prevent drivers from engaging in high-risk behaviors by increasing their perception of the risk of receiving a citation through high visibility enforcement campaigns (HVE).

HVE Campaigns influence driver behavior by creating the perception that there is an increased risk of engaging in risky driving behaviors. This perception is achieved through 1) an increase in media messages about upcoming emphasis periods so that the targeted drivers know when the patrols will occur and what will be enforced and 2) drivers have the perception of increased enforcement because they can see a significant and noticeable increase in law enforcement presence (officers pulling cars over) that reinforces the media messages they received and influences them to modify their driving behavior.

Objectives and Requirements for All High Visibility Patrols

1. SUB-RECIPIENT will participate in their task force to plan and execute HVE events. The SUB-RECIPIENT in cooperation with the local task force will:
 - a. Conduct robust planning for each HVE event. WTSC recommends creating an operational plan developed by the local traffic safety task force for each HVE event that includes:
 - i. Goals for the event – For example, what behaviors is the event intended to influence?
 - ii. Summary of participating law enforcement agencies, target violations, and target locations.
 - iii. Summary of the public outreach that will be done to promote the event so that drivers in the targeted locations are forewarned and can anticipate it.
 - iv. Use data and information such as crash data, anecdotes of near misses, and professional judgement to pick target locations where the patrols will occur.

- b. The planning for HVE events will be data informed; based on crash data, anecdotal evidence, and the professional judgement of task force members.
- c. Execute the event using multiple officers (a minimum of three) at the same time in the same target areas to create a visible presence so that the driving public has the perception of law enforcement omnipresence on the targeted roads. Enforcement is highly visible – clearly more than a typical day.
- d. Participating officers should maximize their contacts during their patrols so that their activity contributes to the goals of the HVE event. See this requirement described below in the section called Other Considerations, Exceptions, And Notes Regarding HVE Events.
- e. Promote the event through all earned, owned and, if funded, paid media that is available so that the public is made aware of the event before, during, and after the enforcement takes place. Translate messages as needed to reach the majority of drivers in the targeted locations.
- f. Invite local media involvement in the effort to reach communities in which HVE will occur.
- g. Strive to actively enforce traffic safety laws focused on collision causing behaviors in priority areas throughout the year outside of HVE events.
- h. Ensure all participating personnel will use the WEMS system provided by the WTSC to record all activities in digital activity logs conducted by their commissioned officers pursuant to the HVE events. Participating officers will fill out all applicable fields of the digital activity log and use the comments field to provide details on an irregularities, challenges or other details that would help explain what was encountered during their shift. SUB-RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.
- i. Ensure all participating personnel will receive a briefing prior to the event so that every participant understands the purpose and goals of the HVE event. This can be done in person (preferred) or electronic via telephone or virtual software. Below is a recommended briefing checklist:
 - i. Event goals, and summary of participating law enforcement agencies and officers, target violations, and target locations.
 - ii. List of on-call DREs and request procedures
 - iii. How to fill out their digital activity log in WEMS
 - iv. Information on how the Mobile Impaired Driving Unit will be used (if applicable)
 - v. Dispatch information
 - vi. Spotter processes (if applicable)
 - vii. Available Draeger machines and locations

- j. Ensure all officers participating in these patrols is BAC certified and received and passed the SFST refresher training.
- k. Support the promotion of HVE events utilizing all of their owned media channels (i.e., Facebook, Twitter, website, email newsletters, or other social media).
- l. Ensure at least one individual available for weekend media contacts, beginning at noon on Fridays before HVE mobilizations.

Objectives and Requirements for Distracted Driving HVE Patrols

1. SUB-RECIPIENT must use the spotter method for all distracted driving HVE events. This method will utilize a team of no less than three officers – one spotter identifying violations and at least two officers responding to violations.
2. Participating officers will document, in the “Comments” box of their activity log, the names of the spotter and chasers with which they were working.
3. SUB-RECIPIENTS utilizing motorcycle officers are exempt from the spotter requirement.
4. SUB-RECIPIENT agrees that distracted driving patrols conducted without using the spotter method will not be compensated by the WTSC.
5. SUB-RECIPIENT will only expend funds for these HVE events in support of the national distracted driving campaign from April 4 to April 11.
6. SUB-RECIPIENT may expend funds outside of the April national campaign, but only when 1) the Target Zero Manager receives written approval from WTSC in advance and 2) the event is in support of a distracted driving focused HVE event organized by the Task Force. Patrols conducted outside of the campaign window, and without pre-approval from WTSC will not be reimbursed.

Objectives and Requirements for Motorcycle Safety HVE Patrols

1. SUB-RECIPIENT will focus on the illegal and unsafe driving actions of all other motor vehicles when relating to motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.
2. SUB-RECIPIENT ensures that enforcement will focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes impaired driving, speeding, and following too closely.
3. The SUB-RECIPIENT will utilize motorcycle officers in these patrols to the fullest extent possible.
4. The SUB-RECIPIENT will only expend funds for these motorcycle HVE events in support of the following campaigns:
5. It’s a Fine Line – (July 8-10, July 15-17, or July 22-24). Note: Patrols must take place Friday, Saturday, or Sunday during the campaign.

6. Oyster Run Event – Summer 2022 (Region 11 only).
7. ABATE Spring Opener – Summer 2022 (Region 12 only).
8. Hog Wild Ocean Shores Motorcycle Event – Summer 2022 (Region 2 only).
9. Motorcycle HVE Patrols must take place Friday, Saturday, or Sunday during the It's a Fine Line campaign, however the local Traffic Safety Task Force can request to conduct patrols during other days in the week if data shows the need for this or for special events. These requests must be sent to Mark Medalen via email (mmedalen@wtsc.wa.gov) at least one week in advance of the proposed event. During special events, patrols should be scheduled during the dates of the event and could start one day before the official event start date and end one day after the official event end date.

Other Considerations, Exceptions, And Notes Regarding HVE Events

Maximizing contacts: Participating law enforcement officers should make as many contacts as they can during their patrol in the spirit of changing driving behavior. Active, visible, consistent, and targeted traffic law enforcement has an impact on helping to modify driver behavior. A traffic stop affects future driving habits that has a positive influence on reducing the number and severity of collisions. People believe what they hear from each other and it influences what they do. Traffic stops act as a deterrent to risky driving behavior. This strategy has three primary purposes that traffic stops achieve:

- The first purpose is to stop a violation of the law for public safety. Officers will accomplish this purpose merely by stopping vehicles.
- The second purpose of the stop is to serve as a general deterrent to other drivers. Officers' visible presence with a vehicle at the roadside has this symbolic effect on other drivers.
- Finally, the third purpose is to change the drivers' future driving behavior.

Process Measures

- Percent of officers that receive a briefing prior to HVE events.
- Percent of HVE activity logs with a start date and end date / time within prescribed campaign windows.
- Percent of stops resulting in an infraction or citations issued for high-risk behaviors including but not limited to impaired driving, speeding, distracted driving, and aggressive driving.

Objectives and Requirements for Impaired Driving HVE Patrols

1. SUB-RECIPIENT will implement a data driven, sustained enforcement and education efforts.
 - a. Use local traffic crash data and any other useful data to identify the locations where the enforcement patrols should occur.
 - b. Education and local media efforts should incorporate a Positive Community Norms approach with the desired outcome of influencing drivers with the highest potential of causing traffic crashes.

- c. Commit to an increased level of sustained enforcement as outlined in the operations plan. *NOTE: These funds are meant to provide an increase in DUI enforcement efforts, not meant to replace current DUI enforcement.*
2. SUB-RECIPIENT will participate in national impaired driving HVE events including:
 - a. Holiday DUI Patrols (December 15 – January 1)
 - b. Drive Sober or Get Pulled Over (August 17 – September 5)
3. SUB-RECIPIENT will focus enforcement efforts on driving behaviors that are commonly exhibited by drivers operating a motor vehicle under the influence of alcohol/drugs or a combination. Stopping vehicles for “high discretionary” style stops should not be the priority.
4. SUB-RECIPIENT ensures all officers participating in these patrols has received the Advanced Roadside Impaired Driving Enforcement (ARIDE) training.
5. SUB-RECIPIENT should not supplant regular patrol officer activity during HVE events.

Scope of Work - Impaired Driving HVE Patrols

Contacts

Project Director

Renee Tinder, Target Zero Manager

9413 Vickery Ave E

Tacoma, WA 98446

253-906-0522

Tzmregion5@outlook.com / rtinder@wtscwa.com

Project Manager/LEL

Sgt. David Obermiller, LEL

Puyallup PD

311 W Pioneer

Puyallup, WA 98371

Phone:

davido@ci.puyallup.wa.us

Media Contact/Task Force Contact

Sgt. Rob Hoag

Bonney Lake PD

18421 Memorial Dr E

Bonney Lake, WA 98391

253-447-3265

Sgt. Adam Garrett

Buckley PD

133 S Cedar St

Buckley, WA 98321

360-761-7833

Deputy Chief Ted Dehart
Dupont PD
1780 Civic Dr, Suite 100
Dupont, WA 98327
253-964-7060

Chief John Cheesman
Fircrest PD
302 Regents Blvd
Fircrest, WA 98466
253-565-1198

Lt. Fred Douglas
Sgt. Joe Hicks
Gig Harbor PD
3510 Grandview St
Gig Harbor, WA 98335
253-250-2940

Sgt. Charles Porche
Lakewood PD
9401 Lakewood Dr SW
Lakewood, WA 98499
253-830-5020

Sgt. Win Sargent
Pierce County Sheriff Office
930 Tacoma Ave S
Tacoma, WA 98402
253-377-1954

Lt. Ed Turner
Orting PD
401 Washington Ave S
Orting, WA 98360
360-893-9371

Lt. Bill Ashcraft
Ruston PD
5219 N Shirley St
Ruston, WA 98407
253-761-0272

Chief Tom Yabe
Steilacoom PD
601 Main St
Steilacoom, WA 98388
253-983-2032

Sgt. Matt Kurle
Chief Brad Moericke (Task Force Chair)
Sumner PD
1104 Maple St, Ste 140
Sumner, WA
253-299-5649

Sgt. Kevin Jepson
Sgt. Russ Fick
Tacoma PD
3701 S Pine St
Tacoma, WA 98409
253-377-9611

Sgt. Josh Valek
Washington State Patrol
2502 112th Street East
Tacoma, WA. 98445 253-538-3114

Operations

The HVE patrols dates were chosen based on input from all Task Force agencies and from a review of the data on the WSDOT Crash Data Portal and the WTSC data dashboards.

- HVEs will focus on low-discretionary stops as defined in this application as traffic stops that are categorized as collision causing offenses.
- Emphasis patrols will be held primarily on weekends, except for St. Patrick's Day and Cinco de Mayo. Other weekday emphasis would only occur during the statewide campaigns, but priority will be given to weekends.
- Briefings will be held by the host agency at 6pm for each emphasis and the patrols will run from 7pm to 2am. Briefings will include an overview of the goals and details of the emphasis, including the DRE call out procedure, resource list, blood warrant and blood draw protocols, judge call outs, WEMS reminders, and reference to the 24 Initial Visual DUI Detection Cues. South Sound 911 will provide a dedicated dispatch channel for each emphasis as requested.
- A combination of HVE Sustained Enforcement, Saturation Patrols, and Multi-Jurisdictional efforts will be used to carry out our HVE plan.
 - Saturation patrols will occur for the March, May, June, and September HVEs as they will occur in specific areas of Region 5 and focus on historically high-risk events and areas.

- Multi-jurisdictional efforts will be used for the December and August statewide campaigns when each agency will be working in their own jurisdiction, with county wide publicity and visibility being used to inform the public of our coordinated efforts.
- The Region 5 Task Force will attempt to do a Tri-County emphasis with Snohomish and King County in December to promote patrols on a specific weekend across the three counties.
- A list of officers from each agency that have been approved to work with the Target Zero Task Force Team and to participate in the HVE patrols will be maintained by the Region 5 Task Force.
 - The list is reviewed twice a year by each agency representative and interested new officers fill out an application that is reviewed by the Task Force Executive Board for approval.
 - The current process is in line with the WTSC recommendations. As of March of 2021, the current team member list stands at 63 officers.
- Evaluation of the ID HVE events will be conducted by the TZM, LEL, and hosting agency upon completion of each HVE.
 - Region 5 HVE program will use process and outcome evaluation tools to evaluate progress and efforts. The TZM will work closely with the host agency to evaluate the process followed for each emphasis and whether or not modifications need to be made.
 - The TZM will follow up in WEMS 48 hours after each HVE to ensure that activity logs have been entered by all participating officers and if not will work with Task Force representatives to ensure this is completed.
 - TZM will review all activity logs to check for completeness and evaluate outcomes for each HVE including number of stops, number of DUIs, number of other arrests, etc.
 - In addition, HVE data will be reviewed quarterly by the Task Force to ensure targets are being met and address priority areas.
 - Modifications to the operations plan will be made as needed and with approval from WTSC.
- Outreach will continue by the TZM to increase awareness of the Task Force and its work and to promote a positive traffic safety culture.
- As community events continue to resume due to COVID, the TZM will participate in events and outreach as needed.
- The TZM will work closely with CPWI coalitions, community agencies, and schools to promote traffic safety issues and to ensure the public receives messaging regarding any and all HVEs.
 - A community survey that has recently been used by other TZMs in other regions will be implemented to evaluate community perceptions.

Schedule of HVE Events

Region 5 will conduct the following HVE patrols during the 2021-2022 fiscal year:

Month/Date	Hosting Agency	Event
December	County wide emphasis/all agencies	Statewide Holiday DUI campaign (Dates TBD by WTSC)
March 17th	Puyallup	St. Patrick's Day
May 5 th	Lakewood	Cinco de Mayo

June	Sumner/Bonney Lake/Puyallup	Buckley Log Show (date TBD)
August	County wide emphasis/all agencies	Statewide Drive Sober DUI Campaign (dates TBD by WTSC)
September	Puyallup	Washington State Fair (date TBD, typically Friday of Labor Day weekend through 3 rd week of September)
*Potential for additional emphasis based on need/availability/funding for Super Bowl Weekend (February) & Puyallup Spring Fair (April)		

Measures

- Number of LE agencies participating
- Number of officers participating
- Number of events
- Number of DUI arrest/Contacts in priority areas
- Number of visible prompts within the region

Publicity/Earned Media Efforts

- The TZM will work with all Region 5 agency PIOs and Task Force representatives to promote each HVE pre-, during, and post-event.
- Promotion of the HVEs will be done through a combination of strategies, including earned media, social media, and Positive Community Norms (PCN).
 - Region 5 is racially and ethnically diverse, with multiple languages spoken, so our messaging will need to be appropriate for multiple cultures, languages, and proficiency.
 - The TZM will work with community partners to develop a plan to ensure we are reaching multiple groups.
- Pre-event media will include press releases, social media posts, interviews, letters to the editor, and radio PSAs as available.
 - Each Region 5 agency is committed to sharing information regarding HVEs with their networks, through social media, TV, newsletters, and any other means possible.
- Post-event messaging will be distributed through the same channels and will also include key stakeholders in the community.
 - Post event stats will be provided to the TZM by the host agency and then will be distributed to all agencies so to inform the public of our results using a PCN lens.
- The TZM will work with local community coalitions and potentially school prevention groups to design, pilot test, and ultimately use PCN messaging regarding positive traffic safety culture as another media strategy.
 - Local coalitions have agreed to use and promote PCN messaging provided by the TZM and WTSC.

Measures

- Number of media releases
- Number of LE agencies that promote HVE
- Number of media interviews (TV, Radio, etc.)
- Number of community members reached by social media

Budget and Budget Narrative

1st Quarter - October 2021 through December 31, 2021	
Target Zero Statewide Holiday DUI Emphasis-December	\$13,500
2nd Quarter – January 1 to March 31, 2022	
St. Patrick’s Day-March 17 th	\$7,200
3rd Quarter – April 1 to June 30, 2022	
Cinco de Mayo-May 5 th	\$7,200
Buckley Log Show-June	\$7,200
4th Quarter – July 1 to September 30, 2022	
Target Zero Statewide Holiday DUI Emphasis-August	\$13,500
WA State Fair-September	\$15,750
*Additional funds to be used for smaller or additional emphases for Octoberfest and/or Super Bowl	\$3,150
Total \$67,500	
*Grant funds will be used to cover officer overtime and straight funds as needed. TZM will do a budget assessment after the 1 st Quarter of FY2022 and request adjustment from WTSC as deemed necessary based on current spending.	

3.1. MILESTONES AND DELIVERABLES

Mobilization	Dates
Holiday DUI	December 15, 2021 – January 1, 2022
U Drive. U Text. U Pay.	April 4 – 11, 2022
It’s a Fine Line	July 8 – 24, 2022
DUI Drive Sober or Get Pulled Over	August 17 – September 5, 2022

3.2. COMPENSATION

3.2.1. Compensation for the overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance of the overtime work shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active members of the Region 5 traffic safety task force with a fully executed grant agreement are eligible to participate in this grant.

3.2.2. WTSC will reimburse for personnel overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:

- FICA
- Medicare
- Any portion of L & I that is paid by the employer (SUB-RECIPIENT)
- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

3.2.3. Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the allocation amounts may be increased or decreased without amending this agreement. HVE grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication among all involved parties, including the TZM, and the WTSC Fiscal Analyst. This communication shall include an HVE Allocation Adjustment form, which details the funding alterations.

Funds within the same HVE campaign budget category only, can be increased and decreased across parties, so long as the modified total does not exceed the regional total allocation per funding category.

3.2.4. These funds, designated for salaries and benefits, are intended to pay for the hourly overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification.

3.2.5. Dispatch: WTSC will reimburse communications officers/dispatch personnel for work on this project providing SUB-RECIPIENT has received prior approval from their region’s TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.2.6. Transport Officers: WTSC will reimburse transport officers for their work on this project providing SUB-RECIPIENT has received approval from their regions TZM. The TZM will work with the regional LEL to determine if need is warranted for the type of HVE activity. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.2.7. The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.

3.2.8. The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

3.3. SUMMARY OF PROJECT COSTS

The WTSC has awarded **\$118,500.00** to the **Region 5 Traffic Safety Task Force** for the purpose of conducting coordinated overtime HVE activities. By signing this agreement, the SUB-RECIPIENT is able to seek reimbursement for approved overtime expenses incurred as a participant in this grant. All activity must be coordinated by the region’s traffic safety task force and TZM in order to be eligible for reimbursement.

The funding for **Region 5** is as follows:

EMPHASIS PATROL

Impaired Driving Patrols (Section 402, CFDA 20.600)	\$67,500.00
Distracted Driving Patrols (Section 402, CFDA 20.600)	\$31,000.00
Motorcycle Safety (164 Funds, CFDA 20.608)	\$20,000.00
TOTAL	\$118,500.00

3.3.1. The funds issued under this Agreement are only to be used for the specified category and shall not be commingled between categories.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section. Use of the Officer Activity Log in the WTSC's online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

7. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 34 through 42.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each Party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

All invoices for reimbursement of HVE activities will be done using the WTSC's grant management system, WEMS. WEMS Officer Activity logs will be attached to invoices, directly linking the cost of the activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TZM for review and approval. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2021, **must be received by WTSC no later than August 10, 2022**. All invoices for goods received or services performed between July 1, 2022 and September 30, 2022, **must be received by WTSC no later than November 15, 2022**.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the Parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- 15.2.1.** Applicable federal and state statutes and rules
- 15.2.2.** Terms and Conditions of this Agreement
- 15.2.3.** Any Amendment executed under this Agreement
- 15.2.4.** Any SOW executed under this Agreement
- 15.2.5.** Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind (“claims”) brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT’s performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or

commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not disclose or make available this material to any third Parties without first giving notice to the furnishing Party and giving them a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third Parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs,

films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is

given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either Party may terminate this Agreement, without cause or reason, with 30 days written notice to the other Party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

31. WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the “lower tier participant”) is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 35.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 36.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 36.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the

employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 36.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the

required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the Parties for all communications, notices, and reimbursement regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Target Zero Manager for Region 5 is:	The Contact for WTSC is:
	Renee Tinder Region 5 Target Zero Manager TZMRegion5@outlook.com 253-906-0522	Hilary Torres WTSC Program Manager htorres@wtsc.wa.gov 360-725-9888

42. AUTHORITY TO SIGN

The undersigned acknowledges that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligation set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

<hr/> <p>Signature</p> <hr/> <p>Printed Name</p> <hr/> <p>Title</p> <hr/> <p>Date</p>	<p>WASHINGTON TRAFFIC SAFETY COMMISSION</p> <hr/> <p>Signature</p> <hr/> <p>Printed Name</p> <hr/> <p>Title</p> <hr/> <p>Date</p>
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FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: **Sound Inspection LLC Contract Amendment**
ITEM: 13F

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

RECOMMENDED MOTION: **I move to adopt Resolution No. _____, authorizing the City Manager to execute an amendment to the contract for building official services with Sound Inspection LLC in 2022.**

PROPOSAL: The Council is being asked to adopt a resolution amending the professional service agreement with Sound Inspection LLC extending the term of said Agreement through December 31, 2022.

FISCAL IMPACT: There is a \$5/ hour increase in the hourly amount. (\$95 - \$100 p/h) The last rate increase was in 2018 (\$85 - \$95 p/h). Based on the 2021 & 2020 submitted invoices, the budget impact may be in the \$1200 range for 2022.

ADVANTAGE: The City needs a qualified professional to serve as the building official. Sound Inspection LLC has existing knowledge of Fircrest and extensive experience and the required qualifications.

DISADVANTAGES: None identified.

ALTERNATIVES: The City could consider another firm with equivalent experience.

HISTORY: Plan review and inspection services are mandated functions of the Building Division under the requirements of the International Building Code. The City has had a relationship with Sound Inspections LLC since 2003.

ATTACHMENTS: [Resolution](#)
[Amendment](#)

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**CITY OF FIRCREST
RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO EXECUTE AN AMENDMENT TO THE
PROFESSIONAL SERVICE AGREEMENT WITH SOUND
INSPECTION LLC TO EXTEND THE TERM OF SAID
AGREEMENT.**

WHEREAS, the City of Fircrest has a need for a building official, to provide building inspection and plan review services for the City; and

WHEREAS, the term of said Agreement will expire on December 31, 2021; and

WHEREAS, Section 3 of said Agreement provides for the option to extend the term of the Agreement for one year; and

WHEREAS, Sound Inspection LLC has requested an hourly rate increase from \$95.00 to \$100.00; and

WHEREAS, the City of Fircrest desires to maintain these services; Now, Therefore,

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

Section 1. The City Manager is hereby authorized and directed to execute an amendment to the Professional Service Agreement with Sound Inspection LLC, extending the term of the said agreement through December 31, 2022.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 9th day of November
2021.

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jayne Westman, City Clerk

APPROVED AS TO FORM:

Hillary J. Evans, City Attorney

**AMENDMENT #9
TO THE CITY OF FIRCREST
PROFESSIONAL SERVICES AGREEMENT WITH SOUND INSPECTION
LLC TO PROVIDE BUILDING OFFICIAL SERVICES**

This amendment is hereby made and entered into this 26th day of October 2021 by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the “City” and Sound Inspection LLC, hereinafter referred to as “Consultant.”.

WITNESSETH:

1. Purpose

The purpose of this ninth amendment is to amend the November 27, 2012 agreement. This amendment is limited to the amendments as set forth herein. All of the remaining terms and conditions of the November 27, 2012 agreement and subsequent amendments shall remain in full force and effect. The amendment is as follows:

2. Section 3 is hereby amended to read as follows:

Term: The term of this Agreement shall be from January 1, 2022, until December 31, 2022, and may be extended or modified by the mutual consent of the parties.

3. Section 14 is hereby amended to read as follows:

Scope of Services:

Fircrest will pay Consultant an hourly rate of \$100.00 per hour for all services, EXCEPT for certain instances of plan review. Fircrest will pay Consultant a fee of 65% of any plan review fee, as established by the latest fee schedule adopted by the City of Fircrest, for every building permit which has a valuation equal to or greater than \$1,000,000, as performed under the terms of this agreement. Otherwise, Fircrest will pay Consultant an hourly rate of \$100.00 per hour for plan review. All hourly rates will be charged in fifteen-minute increments. If a portion of an increment is worked, it will be rounded up to the next increment, e.g., 24 minutes will be charged as ½ of an hour or \$50.00 ($\$100.00/4 = \$25.00 \times 2 = \50.00). Mileage will be paid at an amount as determined by the latest Internal Revenue Service rate, but not to exceed 60 miles per inspection day. Inspections are limited to Tuesday and Thursday mornings, which are established as normal inspection days. The special inspection rate as established under the City of Fircrest Building Services Fee Schedule shall apply for other times and days of the week. Special inspection dates do not include mileage.

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

CITY OF FIRCREST

SOUND INSPECTION LLC.

By _____
City Manager

By _____

Approved as to Form:

By _____
City Attorney