

**FIRCREST CITY COUNCIL
REGULAR MEETING
AGENDA**

**TUESDAY, JANUARY 11, 2022
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. City Clerk: Suspension of Rules
- B. City Clerk: Selection of Mayor
- C. Selection of Mayor Pro-Tempore
- D. Community Center and Pool Project

5. CITY MANAGER COMMENTS

- A. Snow and Ice Response

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 January 25, 2022, to receive comments on a proposed solid waste rate adjustment.
- C. Setting the 2022 City Council Study Session meetings on January 18, February 22, March 21, April 18, May 16, June 20, July 18, August 15, September 19, October 17, November 21, and December 19 starting at 6:00 pm at City Hall.
- D. Setting a joint meeting of the City Council and the Planning Commission on February 1, 2022, at 6:00 pm at City Hall
- E. [Registering no objections to the Los Tapatios Liquor License Renewal](#)
- F. Approval of Minutes: [December 28, 2021, Regular Meeting](#)

11. PUBLIC HEARING

12. UNFINISHED BUSINESS

13. NEW BUSINESS

- A. [Resolution: Approval of Interlocal Agreement with Pierce County for Solid and Hazardous Waste Management Planning](#)
- B. [Resolution: Axon Body-worn Cameras and Tasers Sole Source Purchase](#)
- C. [Resolution: Water Tower Easement Approval](#)
- D. [Resolution: PCRC Appointment](#)

14. CALL FOR FINAL COMMENTS

15. EXECUTIVE SESSION

16. ADJOURNMENT

ACCOUNTS PAYABLE

City Of Fircrest

Time: 14:17:33 Date: 01/07/2022

As Of: 12/31/2021

Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo	
26020	12/31/2021	12/31/2021	4280	Builders' Hardware & Supply Co.	71.74	Extra Keys For Pool/bathhouse (9)
	576 20 49 02	Miscellaneous - Pool	001 000 576	General Fund	71.74	Extra Keys For Pool/bathhouse (9)
26018	12/31/2021	12/31/2021	6018	Canon Financial Services Inc	564.31	Copier/Fax Rental - Dec 2021 -CH, Parks/Rec, Court, PW
	512 50 45 00	Oper Rentals - Copier - Coi	001 000 512	General Fund	141.08	Copier/Fax Rental - Dec 2021 Court
	518 10 45 00	Oper Rentals - Copier - No:	001 000 518	General Fund	141.08	Copier/Fax Rental - Dec 2021 Non-Dept
	531 50 45 00	Oper Rentals - Copier - Sto	415 000 531	Storm Drain	35.28	Copier/Fax Rental - Dec 2021 Storm
	534 10 45 02	Oper Rentals - Copier - Wa	425 000 534	Water Fund (de	35.27	Copier/Fax Rental - Dec 2021 Water
	535 10 45 00	Oper Rentals - Copier - Sev	430 000 535	Sewer Fund (de	35.26	Copier/Fax Rental - Dec 2021 Sewer
	542 30 45 00	Oper Rentals - Copier - Str	101 000 542	City Street Fun	35.28	Copier/Fax Rental - Dec 2021 Street
	571 10 45 01	Oper Rentals - Copier - Rec	001 000 571	General Fund	126.96	Copier/Fax Rental - Dec 2021 Rec
	576 80 45 00	Oper Rentals - Copier - Par	001 000 576	General Fund	14.10	Copier/Fax Rental - Dec 2021 Parks
26019	12/31/2021	12/31/2021	6018	Canon Financial Services Inc	159.67	Copier/Fax Rental - Dec 2021 - Police
	521 22 45 00	Oper Rentals - Copier - Pol	001 000 521	General Fund	159.67	Copier/Fax Rental - Dec 2021 - Police
			Total Canon Financial Services Inc		723.98	
26022	12/31/2021	12/31/2021	4290	Cascade Recreation, Inc	258.51	Dogipot Waste Bags (30 Roll/Case)
	576 80 31 02	Oper Supplies - Parks	001 000 576	General Fund	258.51	Dogipot Waste Bags (30 Roll/Case)
26011	12/31/2021	12/31/2021	331	Cheesman, John G	28.49	Drinks For Volunteers On Sleigh Ride
	521 22 49 07	Community Outreach	001 000 521	General Fund	28.49	Drinks For Volunteers On Sleigh Ride
26021	12/31/2021	12/31/2021	4315	Cities Insurance Assoc of WA	623.73	Insurance Adjustment To Delete 4 Vehicles And Add 4 Vehicles To Annual Insurance Premium
	548 65 46 08	Police Insurance	501 000 548	Equipment Ren	623.73	Insurance Adjustment To Delete 4 Vehicles And Add 4 Vehicles To Annual Insurance Premium
26070	12/31/2021	12/31/2021	3565	Comfort Davies & Smith	234.00	Legal Services - Fircrest - Dec 2021
	515 41 41 03	City Prosecutor	001 000 515	General Fund	234.00	Legal Services - Fircrest - Dec 2021
26071	12/31/2021	12/31/2021	3565	Comfort Davies & Smith	180.00	Legal Services - Ruston - Dec 2021
	515 41 41 03	City Prosecutor	001 000 515	General Fund	180.00	Legal Services - Ruston - Dec 2021
			Total Comfort Davies & Smith		414.00	
26080	12/31/2021	12/31/2021	3573	Copiers Northwest Inc	196.24	Copier Usage 11/18-12/17/21 - CH, Court, PW

ACCOUNTS PAYABLE

City Of Fircrest

Time: 14:17:33 Date: 01/07/2022

As Of: 12/31/2021

Page: 2

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
512 50 45 00	Oper Rentals - Copier - Coi		001 000 512 General Fund	19.46	Copier Usage 11/18-12/17/21 - Court
518 10 45 00	Oper Rentals - Copier - No:		001 000 518 General Fund	32.79	Copier Usage 11/18-12/17/21 - CH
518 10 45 00	Oper Rentals - Copier - No:		001 000 518 General Fund	66.65	Copier Usage 11/18-12/17/21 - CH
531 50 45 00	Oper Rentals - Copier - Sto		415 000 531 Storm Drain	19.33	Copier Usage 11/18-12/17/21 - PW
534 10 45 02	Oper Rentals - Copier - Wa		425 000 534 Water Fund (de	19.33	Copier Usage 11/18-12/17/21 - PW
535 10 45 00	Oper Rentals - Copier - Sev		430 000 535 Sewer Fund (de	19.35	Copier Usage 11/18-12/17/21 - PW
542 30 45 00	Oper Rentals - Copier - Str		101 000 542 City Street Fun	19.33	Copier Usage 11/18-12/17/21 - PW
26094	12/31/2021	12/31/2021	365	30.44	Dept Of Labor & Industries L & I Premium For Chaplaincy Through 12/31/21 - (total 67 Hours)
521 22 20 00	Personnel Benefits - Police		001 000 521 General Fund	30.44	L & I Premium For Chaplaincy Through 12/31/21 - (total 67 Hours)
26012	12/31/2021	12/31/2021	9254	46.20	Doyle Printing Company Business Cards (500) - Jim Andrews
511 60 31 00	Office & Oper Sup - Legisl		001 000 511 General Fund	46.20	Business Cards (500) - Jim Andrews
26034	12/31/2021	12/31/2021	6995	182.00	Endicott, Cynthia J. Dec 2021 Yoga Instructor Fees
571 20 49 06	Instructor Fees		001 000 571 General Fund	182.00	Dec 2021 Yoga Instructor Fees
25998	12/31/2021	12/31/2021	3636	44.73	Ferguson Waterworks, #3011 Water Service Repair Parts
534 50 31 01	Oper Supplies - Water Mai		425 000 534 Water Fund (de	44.73	Water Service Repair Parts
26081	12/31/2021	12/31/2021	9338	2,920.00	Fuelman Fleet Program Gas/Fuel - Dec 2021
548 65 31 06	Facilities Gas		501 000 548 Equipment Ren	76.42	Gas/Fuel - Dec 2021
548 65 31 08	Police Gas		501 000 548 Equipment Ren	1,602.20	Gas/Fuel - Dec 2021
548 65 31 11	Parks/Rec Gas		501 000 548 Equipment Ren	19.10	Gas/Fuel - Dec 2021
548 65 31 11	Parks/Rec Gas		501 000 548 Equipment Ren	268.49	Gas/Fuel - Dec 2021
548 65 31 12	Street Gas		501 000 548 Equipment Ren	624.51	Gas/Fuel - Dec 2021
548 65 31 14	Wtr/Swr Gas		501 000 548 Equipment Ren	329.28	Gas/Fuel - Dec 2021
26037	12/31/2021	12/31/2021	9382	230.79	Garcia, Eduardo Gym Fees Reimbursement Feb-Dec 2021 - E Garcia
521 22 20 00	Personnel Benefits - Police		001 000 521 General Fund	230.79	Gym Fees Reimbursement Feb-Dec 2021 - E Garcia
26007	12/31/2021	12/31/2021	6216	67.00	Gentile, Aaron Library Reimbursement - 1 Year
572 21 49 00	Library Services		001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
26017	12/31/2021	12/31/2021	6325	439.10	GeoEngineers Inc P#64 Comm Center Professional Services 11/13-12/10/21
594 76 62 03	Buildings & Structures		301 000 594 Park Bond Capi	439.10	P#64 Comm Center Professional Services 11/13-12/10/21

ACCOUNTS PAYABLE

City Of Fircrest

Time: 14:17:33 Date: 01/07/2022

As Of: 12/31/2021

Page: 3

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
26089	12/31/2021	12/31/2021	3666		
			Grainger Inc, Dept 826129041	543.79	Portable Air Compressor - Contra Costa L/S
	535 50 31 01 Oper Supplies - Sewer Mai		430 000 535 Sewer Fund (de	543.79	Portable Air Compressor - Contra Costa L/S
26093	12/31/2021	12/31/2021	6774		
			Greenleaf Landscaping 1 Inc	4,330.43	Landscape And Beautification Maintenance Contract - Dec 2021
	518 30 41 01 Contract Maintenance		001 000 518 General Fund	3,201.60	Contract Landscape Maintenance - Dec 2021
	542 80 49 03 Beautification Services (co		101 000 542 City Street Fun	1,128.83	Beautification Contract Maintenance - Dec 2021
25994	12/31/2021	12/31/2021	3692		
			Home Depot Credit Services	329.80	Pressure Washer For Parks - SAA #1822
	576 80 35 00 Small Tools & Equip - Parl		001 000 576 General Fund	329.80	Pressure Washer For Parks - SAA #1822
25995	12/31/2021	12/31/2021	3692		
			Home Depot Credit Services	44.08	Restraints For De-icer Units
	548 65 48 12 O & M - Street		501 000 548 Equipment Ren	44.08	Restraints For De-icer Units
25996	12/31/2021	12/31/2021	3692		
			Home Depot Credit Services	44.08	Additional Restraints For De-Icer Units
	548 65 48 12 O & M - Street		501 000 548 Equipment Ren	44.08	Additional Restraints For De-Icer Units
26013	12/31/2021	12/31/2021	3692		
			Home Depot Credit Services	362.39	Ice Melt; Misc Small Tools For Facilities Shop
	518 30 31 00 Oper Sup/Facilities		001 000 518 General Fund	48.40	Ice Melt
	518 30 35 00 Small Tools & Equip-Fac		001 000 518 General Fund	313.99	Misc Small Tools For Facilities Shop
			Total Home Depot Credit Services	780.35	
26078	12/31/2021	12/31/2021	5428		
			Jeff Boers	902.50	Land Use Consulting (9.0 Hrs) - Dec 2021
	558 60 41 00 Prof Svcs - Planning		001 000 558 General Fund	902.50	Land Use Consulting (9.0 Hrs) - Dec 2021
26016	12/31/2021	12/31/2021	8901		
			Johnson, Jeffrey M	275.00	Gym Fees Reimbursement - J Johnson - Jan - Nov 2021
	521 22 20 00 Personnel Benefits - Police		001 000 521 General Fund	275.00	Gym Fees Reimbursement - J Johnson - Jan - Nov 2021
26001	12/31/2021	12/31/2021	8773		
			Kassel & Associates, Inc.	419,999.58	P#64 Community Center Progress Thru 11/30/21
	594 76 62 03 Buildings & Structures		301 000 594 Park Bond Capi	419,999.58	P#64 Community Center Progress Thru 11/30/21
26090	12/31/2021	12/31/2021	9817		
			Kenyon Disend	3,401.50	Attorney Services - Dec 2021
	515 41 41 01 City Attorney		001 000 515 General Fund	3,401.50	Attorney Services - Dec 2021
25999	12/31/2021	12/31/2021	5007		
			Kiwanis Club of Fircrest	103.32	Candy For Goodie Bags - Tree Lighting And Lights Of Fircrest Bags

ACCOUNTS PAYABLE

City Of Fircrest

Time: 14:17:33 Date: 01/07/2022

As Of: 12/31/2021

Page: 4

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
573 90 49 01	Community Events		001 000 573 General Fund	103.32	Candy For Goodie Bags - Tree Lighting And Lights Of Fircrest Bags
26088	12/31/2021	12/31/2021	9483 Lakewood, City of	41.48	EVOC Training - Nov 2021
521 22 49 02	Reg & Tuition - Police		001 000 521 General Fund	41.48	EVOC Training - Nov 2021
26023	12/31/2021	12/31/2021	9860 Ledger Square Law	8,111.00	City Of Fircrest Prosecutor - Dec 2021
515 41 41 03	City Prosecutor		001 000 515 General Fund	8,111.00	City Of Fircrest Prosecutor - Dec 2021
26024	12/31/2021	12/31/2021	9860 Ledger Square Law	3,051.00	City Of Ruston Prosecutor - Dec 2021
515 41 41 03	City Prosecutor		001 000 515 General Fund	3,051.00	City Of Ruston Prosecutor - Dec 2021
			Total Ledger Square Law	11,162.00	
25991	12/31/2021	12/31/2021	318 Maenhout, Sherry L	17.61	Heavy Duty Trash Bags For Shredder
521 22 31 00	Office & Oper Sup - Police		001 000 521 General Fund	17.61	Heavy Duty Trash Bags For Shredder
26002	12/31/2021	12/31/2021	6589 Murray, Smith & Associates Inc	924.50	Water System Plan Professional Services 11/1 - 11/30/21
534 10 41 00	Prof Svcs - Water		425 000 534 Water Fund (de	924.50	Water System Plan Professional Services 11/1 - 11/30/21
25989	12/31/2021	12/31/2021	4171 Narrows Market Inc.	53.81	Card Reader Not Working At Station. Pay Direct. Vehicle #66368
548 65 31 08	Police Gas		501 000 548 Equipment Ren	53.81	Card Reader Not Working At Station. Pay Direct. Vehicle #66368
26039	12/31/2021	12/31/2021	3923 Orca Pacific Inc	398.48	Chlorine For Wells (105 Gal)
534 80 31 03	Oper Supplies - Chlorine		425 000 534 Water Fund (de	398.48	Chlorine For Wells (105 Gal)
26032	12/31/2021	12/31/2021	3957 PC Budget & Finance	321.94	PCRC - Dues 2021
511 60 49 02	Dues, Memberships, Subsc		001 000 511 General Fund	321.94	PCRC - Dues 2021
26033	12/31/2021	12/31/2021	3957 PC Budget & Finance	838.50	Dec 2021 Professional Services - Assigned Counsel
515 41 41 00	Assigned Counsel		001 000 515 General Fund	838.50	Dec 2021 Professional Services - Assigned Counsel
			Total PC Budget & Finance	1,160.44	
26027	12/31/2021	12/31/2021	3961 PCRCD, LLC dba LRI-HV	414.29	Dump Fees - Street Sweeping - Dec 2021

ACCOUNTS PAYABLE

City Of Fircrest

Time: 14:17:33 Date: 01/07/2022

As Of: 12/31/2021

Page: 5

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
531 50 47 01	Dumping Fees - Storm		415 000 531 Storm Drain	414.29	Dump Fees - Street Sweeping - Dec 2021
25993	12/31/2021	12/31/2021	4680		Parametrix Engineering
				5,780.00	P#64 Prof Services Through 11/27/21
594 76 62 03	Buildings & Structures		301 000 594 Park Bond Capi	5,780.00	P#64 Prof Services Through 11/27/21
26042	12/31/2021	12/31/2021	3955		Petrocard Systems Inc
				541.41	Gas/Fuel Dec 2021
548 65 31 12	Street Gas		501 000 548 Equipment Ren	354.48	Gas/Fuel Dec 2021
548 65 31 12	Street Gas		501 000 548 Equipment Ren	8.90	Gas/Fuel Dec 2021
548 65 31 14	Wtr/Swr Gas		501 000 548 Equipment Ren	43.44	Gas/Fuel Dec 2021
548 65 31 14	Wtr/Swr Gas		501 000 548 Equipment Ren	134.59	Gas/Fuel Dec 2021
26092	12/31/2021	12/31/2021	3956		Petty Cash-Corcoran
				40.68	Petty Cash Thru 12/31/21
534 80 41 00	Water Testing		425 000 534 Water Fund (de	2.18	Water For Testing
535 50 31 01	Oper Supplies - Sewer Mai		430 000 535 Sewer Fund (de	16.53	Mini-filter
542 30 31 02	Oper Supplies - Street Reg		101 000 542 City Street Fun	21.97	Parts For De-Icer
26038	12/31/2021	12/31/2021	3982		Proforce Law Enforcement, Corp. Office
				5,499.82	FN303 Launcher (3) And Accessories
521 22 49 04	CJF Programs		001 000 521 General Fund	5,499.82	FN303 Launcher (3) And Accessories
26003	12/31/2021	12/31/2021	3986		Puget Sound Energy, BOT-01H
				36.10	Natural Gas - Nov 2021 - Rec Center
576 80 47 00	Public Utility Services - Pa		001 000 576 General Fund	36.10	Natural Gas - Nov 2021 - Rec Center
26004	12/31/2021	12/31/2021	3986		Puget Sound Energy, BOT-01H
				620.96	Natural Gas Pool/Bathhouse - Nov 2021
576 20 47 00	Public Utility Services - Po		001 000 576 General Fund	620.96	Natural Gas Pool/Bathhouse - Nov 2021
26005	12/31/2021	12/31/2021	3986		Puget Sound Energy, BOT-01H
				221.65	Natural Gas - Public Works - Nov 2021
531 50 47 02	Public Utility Services/Bldg		415 000 531 Storm Drain	55.41	Natural Gas - Public Works - Nov 2021
534 10 47 00	Utility Services/Building -		425 000 534 Water Fund (de	55.41	Natural Gas - Public Works - Nov 2021
535 10 47 00	Utility Services/Building -		430 000 535 Sewer Fund (de	55.41	Natural Gas - Public Works - Nov 2021
542 30 47 02	Electricity & Gas/Bldg - St		101 000 542 City Street Fun	55.42	Natural Gas - Public Works - Nov 2021
26074	12/31/2021	12/31/2021	3986		Puget Sound Energy, BOT-01H
				1,284.81	Natural Gas - Pool/Bathhouse - Dec 2021
576 20 47 00	Public Utility Services - Po		001 000 576 General Fund	1,284.81	Natural Gas - Pool/Bathhouse - Dec 2021
26075	12/31/2021	12/31/2021	3986		Puget Sound Energy, BOT-01H
				36.10	Natural Gas - Rec Center - Dec 2021
576 80 47 00	Public Utility Services - Pa		001 000 576 General Fund	36.10	Natural Gas - Rec Center - Dec 2021
Total Puget Sound Energy, BOT-01H				2,199.62	

ACCOUNTS PAYABLE

City Of Fircrest

Time: 14:17:33 Date: 01/07/2022

As Of: 12/31/2021

Page: 6

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
26073	12/31/2021	12/31/2021	8893	3,444.10	Laptop - SAA#1823, Desk Computer - SAA#1824, Monitor - SAA#1825
	594 76 62 03 Buildings & Structures		301 000 594 Park Bond Capi	3,444.10	Laptop - SAA#1823, Desk Computer - SAA#1824, Monitor - SAA#1825
26015	12/31/2021	12/31/2021	7820	148.07	Gym Fees Reimbursement - J Roberts - Jan - Dec 2021
	521 22 20 00 Personnel Benefits - Police		001 000 521 General Fund	148.07	Gym Fees Reimbursement - J Roberts - Jan - Dec 2021
25992	12/31/2021	12/31/2021	4031	402.74	Ammunition - 9mm (1 Case)
	521 22 31 00 Office & Oper Sup - Police		001 000 521 General Fund	402.74	Ammunition - 9mm (1 Case)
26083	12/31/2021	12/31/2021	8403	50.00	Gym Fees Reimbursement - Nov - Dec 2021
	571 10 20 00 Personnel Benefits - Rec		001 000 571 General Fund	50.00	Gym Fees Reimbursement - Nov - Dec 2021
26041	12/31/2021	12/31/2021	9944	628.71	Challenge Coins, Plating And Packaging (100)
	521 22 49 04 CJF Programs		001 000 521 General Fund	628.71	Challenge Coins, Plating And Packaging (100)
26000	12/31/2021	12/31/2021	7308	99.00	Monthly Hosting - CityofFircrest.net - Dec 2021
	518 81 41 02 Web Design & Maintenanc		001 000 518 General Fund	99.00	Monthly Hosting - CityofFircrest.net - Dec 2021
26077	12/31/2021	12/31/2021	4690	2,055.12	Inspections, Mileage And Calls - Dec 2021
	524 20 41 01 Bldg Inspec/Plan Review		001 000 524 General Fund	2,055.12	Inspections, Mileage And Calls - Dec 2021
26006	12/31/2021	12/31/2021	7749	576.87	1 Pc Jumpsuit - All Season - Chief Cheesman
	521 22 49 01 Uniforms/Clothing/Laundr		001 000 521 General Fund	576.87	1 Pc Jumpsuit - All Season - Chief Cheesman
26014	12/31/2021	12/31/2021	4084	203.24	Office Supplies For Various Departments
	518 10 34 01 Central Office Supplies		001 000 518 General Fund	11.68	Central Office Supplies
	521 22 31 00 Office & Oper Sup - Police		001 000 521 General Fund	104.57	Office Supplies - Police
	558 60 31 00 Office & Oper Sup-Plan		001 000 558 General Fund	18.13	Office Supplies - Planning
	571 10 31 00 Office Supplies - Rec		001 000 571 General Fund	68.86	Office Supplies - Rec
26025	12/31/2021	12/31/2021	4084	35.27	Duracell 9 Volt Battery (1 Box) - Central Supplies, 3 Month Ref Wall Calendar (Planning)
	518 10 34 01 Central Office Supplies		001 000 518 General Fund	19.58	9 Volt Batteries (1 Box)
	558 60 31 00 Office & Oper Sup-Plan		001 000 558 General Fund	15.69	3 Month Ref Wall Calendar
26026	12/31/2021	12/31/2021	4084	22.42	Tape Dryline (10 Pk)

ACCOUNTS PAYABLE

City Of Fircrest

Time: 14:17:33 Date: 01/07/2022

As Of: 12/31/2021

Page: 7

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
518 10 34 01	Central Office Supplies		001 000 518 General Fund	22.42	Tape Dryline (10 Pk)
Total Staples Business Advantage				260.93	
26091	12/31/2021	12/31/2021	4090	562.82	State Building Code Remittance Dec 2021
586 10 00 00	Agency Funds - Building		655 000 580 Agency Fund/B	562.82	State Building Code Remittance Dec 2021
26035	12/31/2021	12/31/2021	4110	100.62	Linen Service - Dec 2021
576 80 49 00	Miscellaneous - Parks		001 000 576 General Fund	100.62	Linen Service - Dec 2021
26008	12/31/2021	12/31/2021	4328	191.88	2020 Ford Interceptor - #BTS6572 - LOF; Factory Updates; Fix Slight Exhaust Leak
548 65 48 08	O & M - Police		501 000 548 Equipment Ren	191.88	2020 Ford Interceptor - #BTS6572 - LOF; Factory Updates; Fix Slight Exhaust Leak
26029	12/31/2021	12/31/2021	9888	1,141.23	City Cell Phones And Mobile Internet - Dec 2021
T-Mobile (Cell Phone Bill)					
513 10 42 00	Communication - Admin		001 000 513 General Fund	39.99	City Cell Phones And Mobile Internet - Dec 2021
518 30 42 00	Communication - Fac/Equi		001 000 518 General Fund	59.40	City Cell Phones And Mobile Internet - Dec 2021
521 22 42 00	Communication - Police		001 000 521 General Fund	713.93	City Cell Phones And Mobile Internet - Dec 2021
531 50 42 00	Communication - Storm		415 000 531 Storm Drain	52.28	City Cell Phones And Mobile Internet - Dec 2021
534 10 42 00	Communication - Water		425 000 534 Water Fund (de	52.28	City Cell Phones And Mobile Internet - Dec 2021
535 10 42 01	Communication - Sewer		430 000 535 Sewer Fund (de	52.28	City Cell Phones And Mobile Internet - Dec 2021
542 30 42 00	Communication - Street		101 000 542 City Street Fun	52.27	City Cell Phones And Mobile Internet - Dec 2021
576 80 42 00	Communication - Parks		001 000 576 General Fund	118.80	City Cell Phones And Mobile Internet - Dec 2021
26028	12/31/2021	12/31/2021	4120	110.00	Cond Use Permit; Ord 1680 & 1681 Codification
511 60 49 03	Codification Costs		001 000 511 General Fund	55.00	Ord 1680 & 1681 Codification
558 60 41 01	Advertising - Planning		001 000 558 General Fund	55.00	Cond Use Permit - 1334 Coral Dr
26030	12/31/2021	12/31/2021	4139	164.98	Two Leather Game Balls For Community Center Donor Celebration
Tapco Visa Card					
573 90 49 01	Community Events		001 000 573 General Fund	164.98	Two Leather Game Balls For Community Center Donor Celebration
26065	12/31/2021	12/31/2021	4239	634.70	2022 Court Rules - Local, State And Federal
Thomson Reuters - West					
512 50 31 01	Publications - Court Rules		001 000 512 General Fund	634.70	2022 Court Rules - Local, State And Federal
26097	12/31/2021	12/31/2021	5934	1,900.86	Pcard Purchases Through 12/31/21
US Bank, City Hall Account					
511 60 35 00	Small Tools & Equip - Leg		001 000 511 General Fund	39.60	Zoom Monthly Charge - 12/31/21-1/30/22

ACCOUNTS PAYABLE

City Of Fircrest

Time: 14:17:33 Date: 01/07/2022

As Of: 12/31/2021

Page: 8

Accts Pay #	Received	Date Due	Vendor	Amount	Memo		
511 60 41 02	Recording Software Service		001 000 511 General Fund	158.83	Annual Soundcloud Pro Unlimited Plan - Council Recordings		
511 60 49 00	Miscellaneous - Legisl		001 000 511 General Fund	9.60	Council Photo		
511 60 49 05	Reg & Tuition - Legislativ		001 000 511 General Fund	40.00	Elected Officials Essentials AWC - N Bufford		
513 10 35 00	Small Tools & Equip - Adr		001 000 513 General Fund	659.99	New Monitor - S Pingel		
513 10 35 00	Small Tools & Equip - Adr		001 000 513 General Fund	38.36	Dry Erase White Board		
513 10 48 00	Rep & Maint - Admin		001 000 513 General Fund	22.77	Catcher's Glue Board Trap		
513 10 49 01	Reg & Tuition - Admin		001 000 513 General Fund	35.00	PRA Case Law Highlights - J Westman		
517 90 31 01	Health Program - Supplies		001 000 517 General Fund	48.94	Wellness Supplies		
517 90 31 01	Health Program - Supplies		001 000 517 General Fund	95.52	Wellness Supplies		
517 90 31 01	Health Program - Supplies		001 000 517 General Fund	153.20	Wellness Supplies		
517 90 31 01	Health Program - Supplies		001 000 517 General Fund	7.41	Wellness Supplies		
518 10 42 01	Postage - Non-Dept		001 000 518 General Fund	174.00	Passport Postage		
518 10 42 01	Postage - Non-Dept		001 000 518 General Fund	8.70	Passport Postage		
518 10 42 01	Postage - Non-Dept		001 000 518 General Fund	174.00	Passport Postage		
518 11 35 00	Small Tools & Equip - Pers		001 000 518 General Fund	38.39	Dry Erase White Board		
518 30 31 04	Oper Sup/CH		001 000 518 General Fund	29.76	Cleaning Supplies - Facilities		
524 20 35 00	Small Tools & Equip - Bld;		001 000 524 General Fund	38.36	Dry Erase White Board		
524 20 35 00	Small Tools & Equip - Bld;		001 000 524 General Fund	9.89	Wireless Doorbell		
558 60 35 00	Small Tools & Equip - Plar		001 000 558 General Fund	38.36	Dry Erase White Board		
558 60 35 00	Small Tools & Equip - Plar		001 000 558 General Fund	9.90	Wireless Doorbell		
558 60 35 00	Small Tools & Equip - Plar		001 000 558 General Fund	70.28	Reusable Laminate Poster Of Mildred Development		
26096	12/31/2021	12/31/2021	8482		US Bank, Police Department Account	22.00	PCard Charges Through 12/31/21
521 22 31 00	Office & Oper Sup - Police		001 000 521 General Fund	22.00	When I Work Software Monthly Subscription Charge		
26095	12/31/2021	12/31/2021	8483		US Bank, Public Works Dept Account	1,028.63	PCard Charges - Through 12/31/21
518 30 31 04	Oper Sup/CH		001 000 518 General Fund	970.48	Zurn AquaSense EZ Flush Retrofit Kit		
542 30 31 02	Oper Supplies - Street Reg		101 000 542 City Street Fun	58.15	Overhead Lamp For Dump Truck		
26098	12/31/2021	12/31/2021	8484		US Bank, Recreation Dept Account	784.45	PCard Purchases Through 12/31/21
573 90 49 01	Community Events		001 000 573 General Fund	12.10	Tree Lighting Ceremony Supplies		
573 90 49 01	Community Events		001 000 573 General Fund	43.98	Tree Skirt And Ornament Hooks For Tree Lighting Ceremony		
573 90 49 01	Community Events		001 000 573 General Fund	19.79	Snowflake String Lights For Tree Lighting		
573 90 49 01	Community Events		001 000 573 General Fund	30.76	Silver Wire String Lights For Tree Lighting Ceremony		
573 90 49 01	Community Events		001 000 573 General Fund	36.27	Tree Lighting Ceremony Supplies		
573 90 49 01	Community Events		001 000 573 General Fund	249.53	Tree Lighting Ceremony Supplies		
573 90 49 01	Community Events		001 000 573 General Fund	14.29	Tree Lighting Ceremony Supplies		
573 90 49 01	Community Events		001 000 573 General Fund	39.07	Light Of Fircrest Event Supplies		
573 90 49 01	Community Events		001 000 573 General Fund	305.95	Community Center Celebration Event Supplies		

ACCOUNTS PAYABLE

City Of Fircrest

Time: 14:17:33 Date: 01/07/2022

As Of: 12/31/2021

Page: 9

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
573 90 49 01	Community Events		001 000 573 General Fund	32.71	Community Event Supplies
26059	12/31/2021	12/31/2021	4178		University Place Refuse Inc
				1,076.25	Street Sweepings - Dec 2021
531 50 47 01	Dumping Fees - Storm		415 000 531 Storm Drain	1,076.25	Street Sweepings - Dec 2021
26076	12/31/2021	12/31/2021	4180		Utilities Underground
				19.47	Locates - Dec 2021
534 10 49 00	Miscellaneous - Water		425 000 534 Water Fund (de	9.73	Locates - Dec 2021
535 10 49 00	Miscellaneous - Sewer		430 000 535 Sewer Fund (de	9.74	Locates - Dec 2021
25997	12/31/2021	12/31/2021	2418		Vigoren*, Greg
				59.00	Library Reimbursement - 1 Year
572 21 49 00	Library Services		001 000 572 General Fund	59.00	Library Reimbursement - 1 Year
26010	12/31/2021	12/31/2021	4226		WA St Criminal Justice Training Comm.
				95.00	Field Training Officer Academy - Officer J Roberts
521 22 49 02	Reg & Tuition - Police		001 000 521 General Fund	95.00	Field Training Officer Academy - Officer J Roberts
25990	12/31/2021	12/31/2021	3645		WEX BANK, Wright Express FSC
				462.54	Gas/Fuel - Dec 2021
548 65 31 08	Police Gas		501 000 548 Equipment Ren	462.54	Gas/Fuel - Dec 2021
26087	12/31/2021	12/31/2021	327		Walker, Ann Michelle
				211.36	Gym Fees Reimbursement - Jan - Nov 2021
514 23 20 00	Personnel Benefits-Finance		001 000 514 General Fund	211.36	Gym Fees Reimbursement - Jan - Nov 2021
26009	12/31/2021	12/31/2021	4229		Washington State Patrol
				600.00	Access User Fee - Fourth Quarter 2021
521 22 41 03	WACIC/NCIC		001 000 521 General Fund	600.00	Access User Fee - Fourth Quarter 2021
26040	12/31/2021	12/31/2021	4231		Water Mgmt Labs Inc
				287.00	Coliform (7) And Fluoride (4) Testing - Dec 2021
534 80 41 00	Water Testing		425 000 534 Water Fund (de	287.00	Coliform (7) And Fluoride (4) Testing - Dec 2021
25967	12/28/2021	12/31/2021	4252		Wimbles Logging & Tree
				2,728.00	Remove Tree At 412 Columbia - Tree Leaning Towards Street - Root Infiltration Into Sewer Manhole
535 50 48 00	Rep & Maint - Sewer Main		430 000 535 Sewer Fund (de	2,728.00	Remove Tree At 412 Columbia - Tree Leaning Towards Street - Root Infiltration Into Sewer Manhole

Report Total: 484,693.89

Fund	
001 General Fund	41,273.40
101 City Street Fund	1,371.25
301 Park Bond Capital Fund	429,662.78

ACCOUNTS PAYABLE

City Of Fircrest

Time: 14:17:33 Date: 01/07/2022

As Of: 12/31/2021

Page: 10

Accts

Pay #	Received	Date Due	Vendor	Amount	Memo
			415 Storm Drain	1,652.84	
			425 Water Fund (department)	1,828.91	
			430 Sewer Fund (department)	3,460.36	
			501 Equipment Rental Fund	4,881.53	
			655 Agency Fund/Bdg Permit	562.82	

This report has been reviewed by:

REMARKS:

Signature & Title

Date

ACCOUNTS PAYABLE

City Of Fircrest

Time: 14:21:09 Date: 01/07/2022

As Of: 01/11/2022

Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
26055	01/11/2022	01/11/2022	4297	AWC Drug & Alcohol Consortium	585.00 2022 Drug & Alcohol Consortium Membership
	518 11 41 02	Drug & Alcohol - Personne	001 000 518	General Fund	585.00 2022 Drug & Alcohol Consortium Membership
26056	01/11/2022	01/11/2022	4296	AWC	4,611.00 2022 City Membership
	511 60 49 01	A.W.C. Dues	001 000 511	General Fund	4,611.00 2022 City Membership
26052	01/11/2022	01/11/2022	6811	Alarm Works NW LLC	462.00 Alarm Monitoring Service PSB - Jan - Dec 2022
	518 30 48 04	Rep & Maint - PSB	001 000 518	General Fund	462.00 Alarm Monitoring Service PSB - Jan - Dec 2022
26046	01/11/2022	01/11/2022	4324	City Treasurer-Tacoma	56,908.56 Fire/Ems - Jan 2022
	522 20 40 00	Tacoma Contract - Fire	001 000 522	General Fund	13,658.05 Fire/Ems - Jan 2022
	522 20 41 00	Tacoma Contract - EMS	001 000 522	General Fund	43,250.51 Fire/Ems - Jan 2022
26048	01/11/2022	01/11/2022	4603	DMCJA, Judge Karl Williams	250.00 2022 DMCJA Annual Dues - Judge Miller
	512 50 49 02	Dues,Memberships,Subscri	001 000 512	General Fund	250.00 2022 DMCJA Annual Dues - Judge Miller
26049	01/11/2022	01/11/2022	3585	DMCMA	150.00 2022 DMCMA Annual Dues - S Olivarez
	512 50 49 02	Dues,Memberships,Subscri	001 000 512	General Fund	150.00 2022 DMCMA Annual Dues - S Olivarez
26060	01/11/2022	01/11/2022	4712	ESRI Inc	1,117.60 ArcGIS Software Maintenance 3/1/22-2/28/23
	531 50 31 01	Office Supplies - Storm	415 000 531	Storm Drain	279.40 ArcGIS Software Maintenance 3/1/22-2/28/23
	534 10 31 00	Office Supplies - Water	425 000 534	Water Fund (de	279.40 ArcGIS Software Maintenance 3/1/22-2/28/23
	535 10 31 00	Office Supplies - Swr Adm	430 000 535	Sewer Fund (de	279.40 ArcGIS Software Maintenance 3/1/22-2/28/23
	542 30 31 01	Office Supplies - Street Re	101 000 542	City Street Fun	279.40 ArcGIS Software Maintenance 3/1/22-2/28/23
26069	01/11/2022	01/11/2022	3638	Fircrest Golf Club	1,326.71 Golf Tank Land Rental - January 2022
	534 10 45 01	Land Rental/Water Tank	425 000 534	Water Fund (de	1,326.71 Golf Tank Land Rental - January 2022
26063	01/11/2022	01/11/2022	3692	Home Depot Credit Services	127.86 38 Gal Tough Totes (4) For Xmas Lights
	518 30 31 00	Oper Sup/Facilities	001 000 518	General Fund	127.86 38 Gal Tough Totes (4) For Xmas Lights
26079	01/11/2022	01/11/2022	4131	Humane Society - Tacoma	688.50 January 2022 Boarding Contract
	554 30 41 00	Animal Control	001 000 554	General Fund	688.50 January 2022 Boarding Contract
26031	01/11/2022	01/11/2022	7904	Kanar, Darcy	8.13 12-01440.0 - 6207 47TH ST CT W
	343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (de	-8.13
26061	01/11/2022	01/11/2022	7470	NEXA	2,964.00 PW Annual After Hours Answering Service 2/1/22-1/31/23

ACCOUNTS PAYABLE

City Of Fircrest

Time: 14:21:09 Date: 01/07/2022

As Of: 01/11/2022

Page: 2

Accts Pay #	Received	Date Due	Vendor	Amount	Memo		
531 50 42 00	Communication - Storm		415 000 531 Storm Drain	741.00	PW Annual After Hours Answering Service 2/1/22-1/31/23		
534 10 42 00	Communication - Water		425 000 534 Water Fund (de	741.00	PW Annual After Hours Answering Service 2/1/22-1/31/23		
535 10 42 01	Communication - Sewer		430 000 535 Sewer Fund (de	741.00	PW Annual After Hours Answering Service 2/1/22-1/31/23		
542 30 42 00	Communication - Street		101 000 542 City Street Fun	741.00	PW Annual After Hours Answering Service 2/1/22-1/31/23		
26053	01/11/2022	01/11/2022	8626		Pacific Office Automation Inc	135.88	Postage Meter Rental - Jan 2022
518 10 42 01	Postage - Non-Dept		001 000 518 General Fund	135.88	Postage Meter Rental - Jan 2022		
26047	01/11/2022	01/11/2022	3972		Planning Association Of Washington	75.00	Annual Dues/Membership - 2022
558 60 49 02	Dues,Memberships,Subscri		001 000 558 General Fund	75.00	Annual Dues/Membership - 2022		
26067	01/11/2022	01/11/2022	5710		Rainier Connect, Mashell Telecom	106.95	Internet CH - Jan 2022
518 81 42 00	Communication - I/S		001 000 518 General Fund	106.95	Internet - Jan 2022		
26068	01/11/2022	01/11/2022	5710		Rainier Connect, Mashell Telecom	167.32	Internet CH, Pool/Bathhouse, Phone Service Pool/Bath - Jan 2022
518 81 42 00	Communication - I/S		001 000 518 General Fund	113.55	Internet CH, Pool/Bathhouse, Phone Service Pool/Bath - Jan 2022		
576 80 42 00	Communication - Parks		001 000 576 General Fund	53.77	Phone Service Pool/Bathhouse Jan 2022		
			Total Rainier Connect, Mashell Telecom	274.27			
26036	01/11/2022	01/11/2022	9763		Rodriguez, Javier	67.00	Library Reimbursement - 1 Year
572 21 49 00	Library Services		001 000 572 General Fund	67.00	Library Reimbursement - 1 Year		
26044	01/11/2022	01/11/2022	6088		Sentinel Pest Control Inc	110.00	Pest Control - City Hall - Jan 2022
518 30 48 02	Rep & Maint - City Hall		001 000 518 General Fund	110.00	Pest Control - City Hall - Jan 2022		
26072	01/11/2022	01/11/2022	6088		Sentinel Pest Control Inc	192.50	Pest Control - Public Works - Jan 2022
531 50 48 00	Rep & Maint - Storm		415 000 531 Storm Drain	48.12	Pest Control - Public Works - Jan 2022		
534 50 48 01	Rep & Maint - Water Main		425 000 534 Water Fund (de	48.13	Pest Control - Public Works - Jan 2022		
535 50 48 00	Rep & Maint - Sewer Main		430 000 535 Sewer Fund (de	48.13	Pest Control - Public Works - Jan 2022		
542 30 48 01	Rep & Maint - Street Main		101 000 542 City Street Fun	48.12	Pest Control - Public Works - Jan 2022		
			Total Sentinel Pest Control Inc	302.50			
26050	01/11/2022	01/11/2022	4707		Springbrook Holding Company LLC	17,503.81	2022 Springbrook Software Annual Support

ACCOUNTS PAYABLE

City Of Fircrest

Time: 14:21:09 Date: 01/07/2022

As Of: 01/11/2022

Page: 3

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
514 23 41 00	Professional Services		001 000 514 General Fund	10,396.19	2022 Springbrook Software Annual Support
524 20 41 03	Professional Services (BIA		001 000 524 General Fund	2,923.60	2022 Springbrook Software Annual Support
531 50 41 00	Prof Svcs - Storm		415 000 531 Storm Drain	1,394.66	2022 Springbrook Software Annual Support
534 10 41 00	Prof Svcs - Water		425 000 534 Water Fund (de	1,394.68	2022 Springbrook Software Annual Support
535 10 41 00	Prof Svcs - Sewer		430 000 535 Sewer Fund (de	1,394.68	2022 Springbrook Software Annual Support
26066	01/11/2022	01/11/2022	4322 Tacoma, City of - POWER	3,276.20	Power Various Locations - Dec 2021
534 80 47 01	Utility Services/Pumping		425 000 534 Water Fund (de	2,673.02	Wells/Tanks Power - Dec 2021
535 80 47 01	Utility Services/Pumping		430 000 535 Sewer Fund (de	566.73	PW Pumps And Liftstation Power - Dec 2021
542 30 47 03	Electricity/Traffic Lights		101 000 542 City Street Fun	23.96	Traffic Control Power - Dec 2021
542 63 47 00	Electricity/Street Lights		101 000 542 City Street Fun	12.49	Street Lights Power - Dec 2021
26064	01/11/2022	01/11/2022	4139 Tapco Visa Card	945.30	ICMA Annual Membership - 2022 - Pingel
513 10 49 02	Dues,Memberships,Subscri		001 000 513 General Fund	1,159.00	ICMA Annual Membership - 2022 - Pingel
524 20 43 00	Travel - Building		001 000 524 General Fund	-106.85	Credit For Overpmt On Tapco Visa
558 60 43 00	Travel - Planning		001 000 558 General Fund	-106.85	Credit For Overpmt On Tapco Visa
26045	01/11/2022	01/11/2022	4179 Unum Life Insurance Company of America	46.80	Retired Benefits - Jan 2022
521 22 20 02	LEOFF I Long Term Care]		001 000 521 General Fund	46.80	Retired Benefits - Jan 2022
26043	01/11/2022	01/11/2022	3762 WA LEIRA	50.00	Annual Membership Dues 2022
513 10 49 02	Dues,Memberships,Subscri		001 000 513 General Fund	50.00	Annual Membership Dues 2022
26051	01/11/2022	01/11/2022	4206 WABO	95.00	2022 Annual Membership Dues
524 20 49 00	Dues,Memberships,Subscri		001 000 524 General Fund	47.50	2022 Annual Membership Dues
558 60 49 02	Dues,Memberships,Subscri		001 000 558 General Fund	47.50	2022 Annual Membership Dues
26054	01/11/2022	01/11/2022	4209 WCMA	315.00	2022 Membership - City Manager
513 10 49 02	Dues,Memberships,Subscri		001 000 513 General Fund	315.00	2022 Membership - City Manager
26057	01/11/2022	01/11/2022	6884 WPTA	120.00	2022 WPTA Membership - Corcoran, Walker, Chambers
514 23 49 03	Dues,Memberships,Subscri		001 000 514 General Fund	120.00	2022 WPTA Membership - Corcoran, Walker, Chambers
26062	01/11/2022	01/11/2022	4253 Windmill Gardens LLC	2,411.94	2022 Hanging Baskets (1st Half Payment)
542 80 31 02	Flower BasketsSupplies		101 000 542 City Street Fun	2,411.94	2022 Hanging Baskets (1st Half Payment)

Report Total: 94,818.06

ACCOUNTS PAYABLE

City Of Fircrest

Time: 14:21:09 Date: 01/07/2022

As Of: 01/11/2022

Page: 4

Accts

Pay #	Received	Date Due	Vendor	Amount	Memo
			<u>Fund</u>		
			001 General Fund	79,336.96	
			101 City Street Fund	3,516.91	
			415 Storm Drain	2,463.18	
			425 Water Fund (department)	6,462.94	
			430 Sewer Fund (department)	3,038.07	

This report has been reviewed by:

REMARKS:

Signature & Title

Date



LIQUOR LICENSE RENEWAL

Applicant Information

Licensee Name: LOS TAPATIOS, LLC
Establishment Name: LOS TAPATIOS MEXICAN TAQUERIA
Address: 4040 ORCHARD ST W #210
License Number: 405652
Request Received: 12/28/2021
Expiration Date: 03/31/2022

Department Comments

Finance

No Concerns

Planning and Building

No Concerns or compliance issues. Allowed by Code

Police

No Concerns

Colleen Corcoran

Director Signature

1/ 2022

Date

Jayne Westman

Director Signature

12/28/2021

Date

John Cheesman

Director Signature

12/28/2021

Date



**Washington State
Liquor and Cannabis Board**
PO Box 43098

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

December 06, 2021

Dear Local Authority:

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

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

1) Objection to License Renewal

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

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

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

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

2) Status of License While Objection Pending

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

3) Procedure Following Licensing Division Receipt of Objection

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

4) Procedure if Board Does Not Renew License

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

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

5) Procedure if Board Renews License Over Your Objection

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

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

Sincerely,

Rebecca Smith

Rebecca Smith, Director,
Licensing and Regulation Division

LIQ 864 07/10

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 12/06/2021

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF FIRCREST
(BY ZIP CODE) FOR EXPIRATION DATE OF 20220331

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. LOS TAPATIOS LLC	LOS TAPATIOS MEXICAN TAQUERIA 4040 ORCHARD ST W #120 FIRCREST WA 98466 6662	405652	BEER/WINE REST - BEER

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Mayor Hunter T. George called the regular meeting to order at 4:06 P.M. and led the Pledge of Allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Brett Wittner, Joe Barrentine, Denny Waltier, and Jim Andrews were present.

PRESIDING OFFICER’S REPORT

A. Pool & Community Center Update

Parks & Recreation Director Grover reported that the Roy H. Murphy sign has been installed. Due to recent weather conditions, contractors will be focusing on interior work. Gym line painting and finishing details will occur within the next two weeks. The community center furniture is scheduled to be delivered by the end of January.

CITY MANAGER COMMENTS

City Manager Pingel reported that January 11th, 2022 is scheduled for the new elect councilmember’s swearing-in ceremony. There was a brief discussion on scheduling timeslots for each councilmember’s ceremony to prevent the spread of the Omicron variant.

DEPARTMENT HEAD COMMENTS

There were none.

COUNCILMEMBER COMMENTS

- Viafore; no comment provided
- Reynolds; no comment provided
- Wittner; no comment provided
- Barrentine; no comment provided
- Waltier; no comment provided
- Andrews; no comment provided
- George; no comment provided

PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

There was none.

COMMITTEE, COMMISSION, AND LIAISON REPORTS

A. Parks and Recreation

Barrentine; no report provided.

B. Pierce County Regional Council

Reynolds; no report provided

C. Public Safety, Courts

Reynolds; no report provided.

D. Street, Water, Sewer, and Storm Drain

Waltier; no report provided

E. Other Liaison Reports

There were none.

CONSENT CALENDAR

George requested the City Clerk read the Consent Calendar: approval of Voucher No. 217409 through Voucher Check No. 217469 in the amount of \$320,564.09; approval of Payroll electronic funds transfer in the amount of \$123,372.25; approval of December 14, 2021, Regular Meeting minutes. **Wittner MOVED to approve the Consent Calendar as read; seconded by Barrentine. The Motion Carried (7-0).**

PUBLIC HEARING

None scheduled.

UNFINISHED BUSINESS

There was none.

NEW BUSINESS

A. Resolution of Appreciation: Councilmember Denny Waltier

Pingel briefed the Council on the Resolution of Appreciation for Councilmember Waltier to recognize and thank his contributions to the city council. **Viafore MOVED to adopt Resolution No. 1746, expressing appreciation for outstanding public service to Denny Waltier as Councilmember; seconded by Wittner.** George invited Councilmember comments. The Council thanked Councilmember Waltier for his time served and contributions. Councilmember Waltier thanked everyone. George invited public comment.

- Bryan Rybolt, 1036 Daniels Drive, expressed his gratitude for Councilmember Waltier.

Police Chief Cheesman thanked Councilmember Waltier for his time served.

The Motion Carried (7-0).

B. Resolution of Appreciation: Councilmember Marc Rieke

Pingel briefed the Council on the Resolution of Appreciation for Councilmember Rieke to recognize and thank his readiness to serve on the city council. **Wittner MOVED to adopt Resolution No. 1747, expressing appreciation for outstanding public service to Marc Rieke as Councilmember; seconded by Viafore.** George invited councilmember comment. The Council thanked Councilmember Rieke for his calming demeanor and time served. Councilmember Rieke thanked the council. George invited public comment; there were none. **The Motion Carried (7-0).**

C. Resolution of Appreciation: Councilmember Jamie Nixon

Pingel briefed the Council on the Resolution of Appreciation for Councilmember Nixon to recognize and thank his contributions to the city council. **Viafore MOVED to adopt Resolution No. 1748, expressing appreciation for outstanding public service to Jamie Nixon as Councilmember; seconded by Wittner.** George invited Councilmember comments. The Council thanked Nixon for his service. Andrews commented on Nixon's incomplete term. George invited public comment;

- Bryan Rybolt, 1036 Daniels Drive, commented on Councilmember Nixon's incomplete term and does not support the Resolution.

Police Chief Cheesman thanked Councilmember Nixon for his time served.

The Motion Carried (6-0), with Andrews abstaining.

CALL FOR FINAL COMMENTS

- Reynolds asked for clarification on the abstention voting.
- Wittner commented on the road conditions and requested reasoning for the lack of plowing and brining.
- Waltier commented on his term and express his honor to serve on the council.

EXECUTIVE SESSION

None scheduled.

ADJOURNMENT

Waltier MOVED to adjourn the meeting at 4:59 P.M., seconded by Wittner. The Motion Carried (7-0).

Hunter T. George, Mayor

Jayne Westman, City Clerk

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: **Interlocal Agreement for Comprehensive Solid and Hazardous Waste Management Planning within Pierce County**

ITEM: 13A

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

RECOMMENDED MOTION: **I move to adopt Resolution No. _____, authorizing the City Manager to execute an agreement with Pierce County that identifies Pierce County as the preparer and keeper of the Solid and Hazardous Waste plan in which the City of Fircrest is in line with and abides by.**

PROPOSAL: The Council is being asked to authorize the City Manager to execute an agreement that identifies Pierce County as the preparer and keeper of the Solid and Hazardous Waste plan in which the City of Fircrest is in line with and abides by.

FISCAL IMPACT: None

ADVANTAGE: The term of this agreement is twenty (20) years. By entering this agreement, the City will not have to incur the costs to have an engineering firm prepare this plan, producing monetary savings to the City and not impacting additional labor hours

DISADVANTAGES: None

ALTERNATIVES: Prepare our own Solid Waste Management Plan to submit to Pierce County and be added to the County's plan.

HISTORY: Pierce County and many cities within the County previously entered an Interlocal Agreement in the year 2000.

ATTACHMENTS: [Resolution Agreement](#)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY MANAGER
TO EXECUTE AN INTERLOCAL AGREEMENT FOR
COMPREHENSIVE SOLID AND HAZARDOUS WASTE
MANAGEMENT PLANNING WITHIN PIERCE COUNTY.**

WHEREAS, RCW 70A.205.040 and RCW 70A.300.350 require or authorize counties, in cooperation with the various cities located within such county, to prepare a coordinated, comprehensive solid & hazardous waste management plan; and

WHEREAS, the Parties wish to develop and implement environmentally sound and cost-effective solid waste management programs including waste reduction and recycling programs that reduce greenhouse gas emissions as appropriate from the disposed waste stream; and

WHEREAS, the City of Fircrest wishes to agree to a coordinated system for the management and disposal of solid waste in Pierce County; and

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

Section 1. The City Manager is hereby authorized and directed to enter into the Comprehensive Solid and Hazardous Waste Management Planning Interlocal Agreement with Pierce County

APPROVED AND ADOPTED this 11th day of January 2022 at a regular meeting of the City Council of the City of Fircrest.

APPROVED

Mayor

ATTEST:

Jayne Westman, City Clerk

APPROVED AS TO FORM:

City Attorney

Interlocal Agreement for Comprehensive Solid and Hazardous Waste Management Planning within Pierce County

Pursuant to Chapter 39.34 RCW and RCW 70A.205.040(3)(c), this Interlocal Agreement (Agreement) is entered into between Pierce County, a municipal corporation, and a political subdivision of the State of Washington ("County"), and the City of Fircrest, a municipal corporation authorized by Washington State, establishing the obligations of the Parties for comprehensive solid and hazardous waste management planning.

WHEREAS, the City of Fircrest and the County acknowledge that County intends to enter into identical individual Agreements with the cities and towns of Bonney Lake, Buckley, Carbonado, DuPont, Eatonville, Edgewood, Fife, Fircrest, Gig Harbor, Lakewood, Milton, Orting, Puyallup, Roy, Ruston, South Prairie, Steilacoom, Sumner, University Place, and Wilkeson, creating a single agreement among all parties who execute identical individual Agreements. Each identical individual Agreement will differ only as to the City or Town identified as the non-County party to the Agreement. This Agreement will reference the cities and towns who execute individual identical Agreements collectively as the "Signatory Cities" and individually as the "Signatory City." Any signing entity also may be referenced as "Party" or, in any combination, "Parties."

WHEREAS, RCW 70A.205.040 and RCW 70A.300.350 require or authorize counties, in cooperation with the various cities located within such county, to prepare a coordinated, comprehensive solid & hazardous waste management plan; and

WHEREAS, under RCW 70A.205.075, all solid waste management plans must be maintained in current condition by periodic updates that include the estimated long-range planning needs for solid waste handling facilities projected twenty years into the future and local governments may also periodically update their hazardous waste plans; and

WHEREAS, RCW 70A.205.040 requires cities to either 1) prepare their own solid waste management plans for integration into the county plan or 2) agree with the county to participate in a joint city-county solid waste management plan or 3) authorize the county to prepare a city plan for inclusion in the comprehensive county solid waste management plan; and

WHEREAS, County and many of the Signatory Cities previously entered into an Interlocal Agreement for the purpose of implementing the 2000 Tacoma-Pierce County Solid Waste Management Plan, which plan must now be replaced; and

WHEREAS, the Parties wish to develop and implement environmentally sound and cost-effective solid waste management programs including waste reduction and recycling programs that reduce greenhouse gas emissions as appropriate from the disposed waste stream; and

WHEREAS, the Parties wish to adopt, maintain, and enforce minimum levels of service for residential source separation and collection of recyclables, including residential curbside recycling programs, multi-family recycling programs, and residential yard waste collection programs; and

WHEREAS, the Parties wish to agree to a coordinated system for the management and disposal of solid waste in Pierce County; and

WHEREAS, RCW 39.34.030 authorizes governments to enter agreements to jointly or cooperatively exercise their powers;

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, it is hereby agreed:

I. PURPOSE OF AGREEMENT

The Parties intend this Agreement to provide for creation of the 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan, implementation of that plan, and periodic updates or replacement of that plan, all in compliance with Chapters 70A.205 and 70A.300 RCW.

II. AUTHORITY

- A. The planning process that is the subject of this Agreement is required by and governed by Chapters 70A.205 and 70A.300 RCW.
- B. The Signatory Cities hereby choose, under RCW 70A.205.040(3)(c), to authorize Pierce County to prepare a plan for the Signatory Cities' solid waste management and to incorporate Signatory City plans in the County's comprehensive 2021 Tacoma-Pierce County Solid & Hazardous Waste Management Plan ("Plan").
- C. The Signatory Cities agree that County will coordinate development of the Plan through the Pierce County Solid Waste Advisory Committee (SWAC), an advisory citizen board which includes Signatory City representation.
- D. The Signatory City executing this individual Agreement agrees that by doing so, it is entering into an agreement among the County and all Signatory Cities, binding County and all Signatory Cities to the terms set forth in this Agreement.

III. OBLIGATIONS

A. County

1. County, at its own expense, will prepare, and maintain in a current condition, the Plan, including plans for the Signatory Cities. As part of this obligation, County will circulate drafts to the Signatory Cities for review and comment and will circulate final drafts to the Signatory Cities for approval or rejection.
2. The County will coordinate planning activities with the City of Tacoma and incorporate materials submitted by Tacoma into the Plan.
3. County will implement and comply with applicable elements of an adopted Plan and any updates thereto.

B. Signatory Cities

1. Each Signatory City, at its own expense, will review and respond to draft versions of the Plan and updates thereof.
2. Each Signatory City, at its own expense and following its own procedures, will either approve the final draft of the Plan or of any update or will instead

prepare and deliver to the Pierce County Auditor that Signatory City's own solid waste management plan for integration into the Plan.

3. Signatory Cities will implement and comply with applicable elements of an adopted Plan and any updates thereto.

C. Budget and property

No financing, joint budget, or joint property acquisition is required for the joint and cooperative exercise of local government powers under this Agreement. Each Party is responsible for the expenses listed as its obligation above and shall also be responsible to acquire, hold, or dispose of any real or personal property needed to meet its obligations under this Agreement.

IV. DISPUTE RESOLUTION

- A. Any disputes arising under the terms of this agreement shall be resolved through a negotiated effort to reach consensus. The Parties may agree to mediation as part of such effort. If the Parties are unable to resolve the dispute, the Parties hereby agree to arbitration. The Parties shall attempt to agree on an arbitration administrator, a set of arbitration rules, and a single arbitrator. If they cannot, then the Parties hereby agree to select the arbitrator or arbitration panel and to conduct the arbitration under the administration and rules of JAMS Seattle Mediation, Arbitration and ADR Services. The decision of the arbitrator or arbitration panel shall be considered final. In any dispute, each Party shall be responsible for its own attorney fees and other costs, and each disputing Party shall pay an equal share of the costs of arbitration, mediation, or other alternative dispute resolution.

V. ADDITIONAL MUNICIPALITIES

- A. Additional municipal entities may join the agreement among County and all Signatory Cities if that municipal entity's governing body agrees to the then current terms of this Agreement (including any amendments) pursuant to RCW 39.34.030(2) and executes an identical individual copy of the Agreement.

VI. PLAN DEVELOPMENT PROCESS

- A. The Parties agree to the following process for development of the Plan, updates to the Plan, and replacement of the Plan.
- B. Process
 1. With input from SWAC, County staff will develop a draft and circulate that draft to Signatory Cities and to the Washington State Department of Ecology (Ecology).
 2. Signatory Cities will provide responsive comments, if any. If a Signatory City has not provided a response 30 days after receiving the draft, County may presume that Signatory City has no response and is not seeking any change to the draft.
 3. After good faith consideration of any responses from Signatory Cities and Ecology, County staff will prepare a final draft. County has discretion to

decide whether to change the final draft as a result of a Signatory City response.

4. County will provide the Signatory Cities with the final draft for each Signatory City to consider for approval under that City's own governing procedures.
5. Upon adoption, as defined herein, County will submit the adopted final draft to Ecology.

C. Initiating Amendments and Updates

1. Either the County or any Signatory City may propose amendments to the Plan to keep the Plan in a current condition. Upon such proposal, County shall conduct the Plan development process as outlined in this section.
2. The County shall prepare Plan updates as required by Chapter 70A.205 RCW or by Ecology.

VII. PLAN OR UPDATE ADOPTION

The Plan, any Plan update, and any replacement Plan are adopted when the Plan or update has been fully approved, under each approving Party's governing procedures, by any combination of Signatory Cities and of the County representing 75% of the population living within the Pierce County Solid Waste Management System's geographic area. The Pierce County Solid Waste Management System includes all of Pierce County except the City of Tacoma and Joint Base Lewis McChord. To determine the 75% threshold, the Parties agree to use the population numbers maintained by the Washington State Office of Financial Management. Each Party hereby agrees to be bound by and comply with any Plan or update that is so approved, even if that Party has not itself approved it, reserving such a Party's right to end its participation in this Agreement as set forth herein.

VIII. TERM

- A. Commencing on the Effective Date, as defined herein, the term of this Agreement is twenty (20) years.
- B. A Signatory City may withdraw from this Agreement before expiration of the term, but only upon submission of its own solid waste management plan and its own hazardous waste plan, satisfying all requirements for such plans under Washington State law. To allow time to prepare and obtain approval of those required plans, a Signatory City must provide 12 month's advance written notice to County before the proposed withdrawal date. Withdrawal will not be effective until that proposed withdrawal date or until full approval of the required plans, whichever date is later.
- C. Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated by any Party's legislative body for that Party's obligations under this Agreement for any future fiscal period, that Party will not be required to meet those obligations after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized that Party's legislative body,

PROVIDED THAT, each Party is and remains obligated to comply with an adopted Plan and any updates thereto regardless of fund allocation or appropriation. No penalty or expense shall accrue to the affected Party in the event this provision applies.

- D. The Parties do not anticipate that this Agreement will result in the joint ownership or possession of any real or personal property. Upon expiration or earlier termination, there will be no jointly held property needing disposition. Each Party will remain responsible for its own costs, whether incurred during this Agreement or otherwise.

IX. EFFECTIVE DATE

- A. This Agreement shall be effective after it is approved by the Pierce County Council and executed by the Pierce County Executive, which shall occur only after the Signatory City has fully executed it.

X. NOTICE

- A. Notices required by or related to this Agreement shall be in writing and sent by either: (a) United States Postal Service first class mail, postage pre-paid; (b) personal delivery; or (c) by email to the email addresses designated below, if the subject line indicates that the email is formal notice under this Agreement and also references the Pierce County contract number designation. The notice shall be deemed delivered on the earlier of: (a) Actual receipt; (b) Three (3) business days from deposit in the United States mail; or (c) the day and time the email message is received by the recipient's email system, but emails received between 5:00 PM and 8:00 AM will be considered delivered at the start of the next business day. Notices shall be sent to the following addresses:

Pierce County contact information:

Contract Services
950 Fawcett Avenue, Suite 200
Tacoma, WA 98402
pcpwcontractservices@piercecountywa.gov

City of Fircrest Contact information:

Tyler Bemis, Public Works Director
115 Ramsdell Street
Fircrest, WA 98466
tbemis@cityoffircrest.net

- B. Any Party, by written notice to the others in the manner herein provided, may designate a physical or email address different from that set forth above.

XI. ADMINISTRATOR

No separate entity or joint board is established by this Agreement. The manager of the Sustainable Resources Division of the Pierce County Planning and Public Works Department shall be the Agreement Administrator. If a Division of that name ceases to exist, the manager of whatever County office succeeds to its responsibilities shall be the Agreement Administrator.

XII. MUTUAL INDEMNIFICATION

To the extent of its comparative liability, each Party agrees to indemnify, defend and hold the other Party, its elected and appointed officials, employees, agents, and volunteers, harmless from and against any and all claims, damages, losses, and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any injury or damage of any kind which are alleged or proven to be caused by an act or omission, negligent or otherwise, of the indemnifying Party, its elected and appointed officials, employees, agents, or volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss, or expense for any injury or damage of any kind is caused by the sole act or omission of the other Party.

The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

With respect to the performance of this Agreement and as to claims against the other Party, its officers, agents and employees, the indemnifying Party expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the indemnifying Party. This waiver is mutually negotiated by the parties to this Agreement.

XIII. ENTIRE AGREEMENT AND MODIFICATION

This Agreement embodies the entire agreement and understanding between the Parties hereto with respect to its subject matter and supersedes all prior agreements and understandings, whether written or oral, relating to its subject matter. No amendment or modification of this Agreement shall be valid unless made in writing and signed by each of the Parties.

XIV. CHOICE OF LAW, VENUE AND RESPONSIBILITY FOR ATTORNEY FEES AND COSTS

This Agreement and all issues relating to its validity, interpretation, and performance shall be governed by and interpreted under the laws of the State of Washington without regard to conflict of law provisions. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the Parties specifically understand and agree that venue will be in Pierce County, Washington. In the event of any dispute related to this Agreement, whether pursued in court or otherwise, each Party shall be responsible for its own actual attorney fees and costs.

XV. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and the remainder of this Agreement shall remain in full force and effect.

XVI. RECORDING OR PUBLIC LISTING

The Parties agree that this Agreement, after full execution, either will be recorded with the Pierce County Auditor or listed by subject on Pierce County's web site or other electronically retrievable public source, as required by RCW 39.34.040.

XVII. COUNTERPARTS

This Agreement may be executed in as many counterparts as may be deemed necessary or convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. Digital signatures, including those transmitted by e-mail (PDF attachment) or facsimile transmission shall be acceptable.

IN WITNESS WHEREOF, this contract will be fully executed when all parties have signed below.

CITY OF FIRCREST:

Scott Pingel, City Manager

Date

PIERCE COUNTY:

Approved as to Legal Form Only:

Prosecuting Attorney

Date

Approved:

Department Director

Date

Finance Director

Date

County Executive

Date

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE January 11, 2022

SUBJECT: 13B Resolution Authorizing the City Manager to sign and enter into a Master Services Agreement as well as a Statement of Work contract with Axon Enterprise for Body Cameras and Taser use for 5 years.

FROM: John Cheesman, Police Chief

RECOMMENDED MOTION: I move to adopt Resolution No. _____, a Resolution authorizing the City Manager to sign and approve a Sole Source contract with Axon Enterprise for Body Camera and Taser use for 5 years.

PROPOSAL: Council is being asked to adopt a resolution authorizing the City Manager to sign and approve a Sole Source contract with Axon Enterprise for Body Camera and Taser use for 5 years.

FISCAL IMPACT: The cost of the agreement is \$18,872.03 which includes tax, per year or a total of \$94,360.15 over the course of the contract. We received \$27,092 on July 28, 2021, for criminal justice special funding which will assist in paying for the BWC's and Tasers. We have also been notified that we will be receiving a Small Rural Tribal grant for the Body Worn Cameras which should pay for much of the first year's costs.

ADVANTAGE: Body Worn Cameras, (BWC) are a valuable tool for promoting transparency and trust by recording citizen contacts with law enforcement. BWC's will allow us to be more transparent with our community and transparency is a pillar of public trust. The body camera will help ensure accountability for the officer and for the subjects in question. Studies have shown that agencies around the country that employ body cameras have reported that officer complaints go down by approximately 61% and use of force incidents have decreased by approximately 54%. Studies have shown that guilty pleas in court have gone up by approximately 20% which reduces an officers time spent in court. Some great features about Axon BWC's include:

- Camera will activate when an officer pulls out their Taser.
- Camera will activate when officer pulls out their gun.
- Camera will activate when officer activates their emergency lights.
- Camera will activate to the sound of a gun shot in the area.
- When the body camera is activated, it will activate everyone's Axon body camera in the area.
- Camera is continuously recording and captures up to 1 minute prior to camera being turned on.

After 2 ½ years and at 5 years the contract calls for us to receive new Body Cameras and updates which should be significant as changes are happening fast. Some of the things that are currently being worked on include video dictation and transcription.

The contract includes 9 new Taser #7. The Taser #7 will replace the Taser X26 that the officers currently carry. The Axon Taser #26 is no longer supported by Axon and the new TASER #7 is much more accurate, efficient, and effective when deployed. The contract also includes all cartridges required for use and training. The cartridges currently cost \$35 a piece and each officer is required to shoot two cartridges a year during training. If we were to purchase just the Taser, they are approximately \$1,200. a piece. This gives our officers a much needed, effective, and reliable, less lethal tool. The contract also includes a voucher for us to have our firearms officer trained as instructor in the use of the new Taser.

This package includes a full evidence program for storage and redaction software. This package includes unlimited cloud space that has been FBI Criminal Justice Information Systems, (CJIS), approved for law enforcement. The program is already being used by agencies using our Records Management Systems at SS-911. Once the incident has been recorded no one can change or edit the original recording. You are allowed to redact information for Public Disclosure, yet the original video will always remain unchanged. The package records the date, time and whoever views the video. The prosecutor will be able to click on the report and review the video as needed. This system will allow us to easily share information with surrounding agencies that are employing Axon Body Worn Cameras.

BWC's will assist us in meeting requirements of HB 1223 which just went into effect on January 1, 2022. HB 1223 requires that any custodial interrogation of an adult for a felony offense or juvenile for any offense that takes place in any police facility must be audio and video recorded to be admissible in court. Other than a police facility they must be audio recorded at a minimum. Lakewood Police Chief Mike Zaro is graciously allowing us to use his interview rooms when needed and for audio recordings we are currently using our cell phones. The BWC will allow us to meet both these requirements.

We will be able to give a citizen a case number and they will be allowed to log into the system and upload a video directly to our case which will attach itself to our report for further follow up.

This will be easier for Public Disclosure Requests as a link can be sent to the requester which they can click on and view. No longer will we have to load a video on a disk or memory stick and provide it to the person making the request.

Some of the other agencies in our area that will be using Axon Body Worn Cameras include:

- Tacoma Police Department
- P.C.S.O. (includes University Place Officers)
- Bonney Lake Police Department
- Dupont Police Department
- Steilacoom Police Department
- Ruston Police Department
- Fife Police Department
- Puyallup Police Department
- Sumner Police department
- Buckley Police Department
- Pacific Police Department

DISADVANTAGES: Cost.

ALTERNATIVES: None noted.

HISTORY: Body Worn Cameras are something we have looked at over the past few years but have proved to be problematic because of costs, data storage, redaction equipment, and overall effectiveness in managing the equipment.

Attachments:

[Resolution](#)

[Master Agreement](#)

[Axon Service Quote](#)

[Sole Source Form](#)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

**CITY OF FIRCREST
RESOLUTION NO. ____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT AS WELL AS A STATEMENT OF WORK CONTRACT WITH AXON ENTERPRISE FOR BODY WORN CAMERAS AND TASER USE FOR 5 YEARS.

WHEREAS, the City of Fircrest Police Department relies on community support, trust and cooperation to be effective; and

WHEREAS, the City of Fircrest Police Department believes that Body Worn Cameras are a valuable tool for promoting transparency and trust with the community; and

WHEREAS, the City of Fircrest Police Department believes that employing Body Worn Cameras will enhance community cooperation, trust, transparency and will enhance our shared goal of a safer community; 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 a Master Services Agreement as well as a statement of work with Axon Enterprise for Body Worn Cameras and Taser use for 5 years

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 11th day of January 2022.

APPROVED:

, Mayor

ATTEST:

Jayne Westman, City Clerk

APPROVED AS TO FORM:

Hillary J. Evans, City Attorney



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

SALES REPRESENTATIVE

Kyle Hunt

Phone: (480) 930-4484

Email: huntk@axon.com

Fax: (480) 930-4484

PRIMARY CONTACT

John Cheesman

Phone: (253) 565-1198

Email: jcheesman@cityoffircrest.net

SHIP TO

John Cheesman
Fircrest Police Dept. - WA
302 Regents Boulevard
Fircrest, WA 98466
US

BILL TO

Fircrest Police Dept. - WA
302 Regents Boulevard
Fircrest, WA 98466
US

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	1	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	9	0.00	0.00	0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60	9	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	27	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	9	0.00	0.00	0.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE	60	9	0.00	0.00	0.00
73449	RESPOND DEVICE LICENSE	60	9	0.00	0.00	0.00
73682	AUTO TAGGING LICENSE	60	9	0.00	0.00	0.00
Hardware						
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		9	0.00	0.00	0.00
75015	SIGNAL SIDEARM KIT		9	0.00	0.00	0.00
70112	AXON SIGNAL UNIT		1	0.00	0.00	0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		9	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		9	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		27	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		27	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
73202	AXON BODY 3 - NA10		9	0.00	0.00	0.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK		18	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		2	0.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK		2	0.00	0.00	0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		9	0.00	0.00	0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		9	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		18	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		18	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		18	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		18	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		10	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR		10	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		1	0.00	0.00	0.00
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		1	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		9	0.00	0.00	0.00
71026	MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK		9	0.00	0.00	0.00
Other						
20320	AXON CORE + PLAN WITH T7 CERT HEADER		9	0.00	0.00	0.00
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	9	1,908.00	1,908.00	17,172.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
Not Eligible TASER 7 INSTRUCTOR COURSE VOUCHER	Not Eligible TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
Not Eligible TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	Not Eligible TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
Not Eligible Halt Suit	Not Eligible Halt Suit		1	0.00	0.00	0.00
73827	AB3 CAMERA TAP WARRANTY	60	9	0.00	0.00	0.00
73828	AB3 8 BAY DOCK TAP WARRANTY	60	2	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		1	0.00	0.00	0.00
71019	NORTH AMER POWER CORD FOR AB3 8- BAY, AB2 1-BAY / 6-BAY DOCK		2	0.00	0.00	0.00
Services						
80129	SIGNAL OR ROUTER ONLY INSTALLATION (PER VEHICLE)		1	0.00	0.00	0.00
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE		1	0.00	0.00	0.00
85144	AXON STARTER		1	2,750.00	0.00	0.00
					Subtotal	17,172.00
					Estimated Shipping	0.00
					Estimated Tax	1,700.03
					Total	18,872.03

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		18	0.00	0.00	0.00

Year 2 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		18	0.00	0.00	0.00
Other						
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	9	1,908.00	1,908.00	17,172.00
					Subtotal	17,172.00
					Estimated Tax	1,700.03
					Total	18,872.03

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		18	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		18	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		18	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		18	0.00	0.00	0.00
Other						
73309	AXON CAMERA REFRESH ONE		9	0.00	0.00	0.00
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	9	1,908.00	1,908.00	17,172.00
73689	MULTI-BAY BWC DOCK 1ST REFRESH		2	0.00	0.00	0.00
					Subtotal	17,172.00
					Estimated Tax	1,700.03
					Total	18,872.03

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		18	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		18	0.00	0.00	0.00

Year 4 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	9	1,908.00	1,908.00	17,172.00
					Subtotal	17,172.00
					Estimated Tax	1,700.03
					Total	18,872.03

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		18	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		18	0.00	0.00	0.00
Other						
73310	AXON CAMERA REFRESH TWO		9	0.00	0.00	0.00
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	9	1,908.00	1,908.00	17,172.00
73688	MULTI-BAY BWC DOCK 2ND REFRESH		2	0.00	0.00	0.00
					Subtotal	17,172.00
					Estimated Tax	1,700.03
					Total	18,872.03

Grand Total	94,360.15
--------------------	------------------

Discounts (USD)

Quote Expiration: 06/30/2021

List Amount	88,610.00
Discounts	2,750.00
Total	85,860.00

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	18,872.03
Year 2	18,872.03
Year 3	18,872.03
Year 4	18,872.03
Year 5	18,872.03
Grand Total	94,360.15

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions) and the Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. **The Axon Customer Experience Improvement Program Appendix ONLY applies to Customers in the USA.** In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it contemplates the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____
Name (Print): _____ **Title:** _____
PO# (Or write N/A): _____

Please sign and email to Kyle Hunt at huntk@axon.com or fax to (480) 930-4484

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		



Master Services and Purchasing Agreement between Axon and Agency (Online)

This Master Services and Purchasing Agreement (“**Agreement**”) is between Axon Enterprise, Inc., a Delaware corporation (“**Axon**”), and the agency on the Quote (“**Agency**”). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote (“**Effective Date**”). Axon and Agency are each a “**Party**” and collectively “**Parties**”. This Agreement governs Agency’s purchase and use of the Axon Devices and Services detailed in the Quote Appendix (“**Quote**”). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions.**

“**Axon Cloud Services**” means Axon’s web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

“**Axon Device**” means all hardware provided by Axon under this Agreement.

“**Quote**” means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency’s purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

“**Services**” means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated (“**Term**”).

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote (“**Subscription Term**”).

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years (“**Renewal Term**”). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys’ fees.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon’s delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

Title: Master Services and Purchasing Agreement between Axon and Agency (Online)

Department: Legal

Version: 1.0

Release Date: 3/31/2021

Page 1 of 47

7 **Warranty.**

7.1 **Hardware Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 **Claims.** If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

7.3 **Spare Axon Devices.** For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.4 **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

7.4.1 **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.**

7.4.2 **Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

8 **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.



Master Services and Purchasing Agreement between Axon and Agency (Online)

- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
- 11 **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 **Termination.**
- 17.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 18 **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be



Master Services and Purchasing Agreement between Axon and Agency (Online)

understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19 General.

19.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

19.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

19.4 Non-Discrimination. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

19.6 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7 Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8 Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9 Survival. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency:
Attn:
Street Address
City, State, Zip
Email

19.12 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or

Title: Master Services and Purchasing Agreement between Axon and Agency (Online)

Department: Legal

Version: 1.0

Release Date: 3/31/2021

Page 4 of 47

understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Agency

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Sole Source Justification Form

Purchaser Name: _____	Purchaser Dept: _____
Requested Vendor: _____	PO # (if required): _____
Vendor Address: _____ _____	Vendor Contact: _____
_____	Vendor Email: _____
_____	Vendor Phone: () - _____

1. Describe the item to be purchased, its function and total expected cost, include additional pages or quotes if needed.

2. Select the reason(s) for identifying this purchase as sole source and explain below.

- sole provider of a licensed or patented good or service
- sole provider of factory-authorized warranty service or repair
- sole provider of items that are compatible with existing equipment or products
- sole provider of proprietary or custom-built goods/services that are specific to city needs
- sole provider meeting required certifications or statutory requirements (may include delivery time)
- sole provider specified by funding source (loan, grant, etc.)

Explanation:

4. Explain efforts/research done to determine this vendor is the only provider of the item to be purchased, including other potential vendors and why they cannot be used.

Dept. Head reviewed: _____

Date: _____

City Manager reviewed: _____

Date: _____

Council Resolution #: _____

Date Passed: _____

Once approved, purchase is still subject to approval requirements listed in the Purchasing Policy and Procedures based on cost and budget availability.

NEW BUSINESS: Water Tower Easement Approval

ITEM: 13C

FROM: Jayne Westman, Administrative Services Director

RECOMMENDED MOTION: I move to adopt Resolution No. _____ authorizing the City Manager to sign the easement documents as a representative of the City of Fircrest for the water tower property located at 2611 South Orchard Street.

PROPOSAL: The Council is being asked to authorize the City Manager to sign the easement documents to execute the easement with The Alliance Northwest District of the Christian and Missionary Alliance for access to the water tower site off South Orchard Street.

FISCAL IMPACT: None.

ADVANTAGE: The easement legalizes the easement to the water tower and delineates the maintenance responsibilities for the roadway.

DISADVANTAGES: None.

ALTERNATIVES: The City can choose to not sign the easement documents.

HISTORY: The City was contacted in September by the engineer representative for a developer of the Anchor Church property. The Anchor Church property will be subdivided with the new boundary line running North-South. (Parallel to Orchard St.) The City of Tacoma required an easement be written up and recorded on the proposed short plat for the property. The access we currently have matches the new easement. It also places the maintenance burden on the church, whereas, currently no one maintains the roadway. The agreement has been reviewed and approved as to form by City Attorney Evans and Public Works Director Bemis.

This easement approval is exclusive to the access to our water tower and does not address any impacts of the development. The City of Fircrest is partial owner of the right-of-way on Orchard Street in that area. Any traffic revisions or impacts to our arterials because of this project will be addressed in the future.

ATTACHMENTS: [Resolution](#)
[Easement Agreement](#)
[Aerial Map](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO SIGN THE EASEMENT BY AND BETWEEN THE
CITY OF FIRCREST AND THE ALLIANCE NORTHWEST
DISTRICT OF THE CHRISTIAN AND MISSIONARY ALLIANCE
FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS
AT 2611 SOUTH ORCHARD STREET**

WHEREAS, the City of Fircrest, a municipal corporation of the State of Washington, wishes to enter into an easement agreement with The Alliance Northwest District of the Christian and Missionary Alliance, a Washington non-profit corporation for vehicular and pedestrian ingress and egress over the existing access roadway to allow access the water tower property; and

WHEREAS, the City of Fircrest and Alliance Northwest District of the Christian and Missionary Alliance agree to the terms and conditions of the easement furnishing mutual benefits to each of the parties; and

WHEREAS, the City of Fircrest and Alliance Northwest District of the Christian and Missionary Alliance agree to maintain the easement area; Now, Therefore,

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

Section 1. The City Manager is hereby authorized to sign the easement documents as the representative for the City of Fircrest and provide for the recording of these documents with the Pierce County Auditor's Office.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 11th day of January, 2022.

APPROVED:

Mayor

ATTEST:

Jayne Westman, City Clerk

APPROVED AS TO FORM:

Hillary J. Evans, City Attorney

After Recording Mail To:

David O. Cantu
Jameson Pepple Cantu PLLC
801 Second Avenue, Suite 700
Seattle, WA 98104

Coversheet Recording Information:

GRANTOR: The Alliance Northwest District of the Christian and Missionary Alliance, a Washington non-profit corporation

GRANTEE: The City of Fircrest, a municipal corporation

LEGAL DESCRIPTION PTN Sec 21 Twp 20 N Rge 2 E, SW Qtr NW Qtr

Complete legal description on Exhibit A

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S):

022012-2017

EASEMENT

This Easement is entered into between The Alliance Northwest District of the Christian and Missionary Alliance, a Washington non-profit corporation ("**Grantor**") and The City of Fircrest, a municipal corporation ("**Grantee**").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Properties. Grantor is the owner of that certain real property ("**Easement Area**") legally described on Exhibit A attached hereto. Grantee is the owner of that certain real property ("**Grantee Property**") located at 2611 S Orchard Street, Fircrest, Washington, which is contiguous to the Easement Area.

2. Easement. Grantor hereby grants to Grantee a perpetual, non-exclusive easement (the "**Easement**") for vehicular and pedestrian ingress and egress over the existing access roadway located within the Easement Area to allow the Grantee, their heirs, agents and

assigns, to access the Grantee Property. Grantor shall maintain the Easement Area as a roadway for use of Grantee.

3. Scope of Easement. The Easement shall run with the land and shall burden the Easement Area and benefit the Grantee Property.

4. No Dedication for Public Use. Nothing contained herein shall be deemed to be a dedication of any area for public use, and all rights and the easement herein created are private and do not constitute a grant for public use.

5. No Interference. No structure or obstruction shall be constructed or allowed to remain in, over or upon the Easement Area herein granted unless Grantor receives written permission from the Grantee.

6. Attorneys Fees. In the event of any action or proceeding at law or in equity between the owners (including an action or proceeding between an owner and a trustee or debtor-in-possession of another owner which such other owner is a debtor in a proceeding under the Bankruptcy Code) to enforce or interpret any provision of this Easement or to protect or establish any right or remedy of any such owner, the unsuccessful owner in such action or proceeding shall pay to the prevailing owner all costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred in such action or proceeding and in any appeal in connection therewith by such prevailing owner, whether or not such action, proceeding or appeal is prosecuted to judgment or other final determination. The term "prevailing owner" shall include, without limitation, an owner who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought, whether by compromise, settlement or judgment. If such prevailing owner shall recover judgment in any such action, proceeding or appeal, such costs, expenses and attorneys' fees shall be included in and as a part of such judgment.

7. Governing Law. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

8. Severability. The invalidity or unenforceability of any provision of this Easement Agreement with respect to a particular owner or set of circumstances shall not in any way affect the validity or enforceability of any other provision thereof, or the same provision when applied to another owner or to a different set of circumstances.

[Signatures on following page]

Dated effective Nov 29, 2021, 2021.

GRANTOR:

The Alliance Northwest District of the Christian and Missionary Alliance,
a Washington non-profit corporation

By: [Signature]
Name: MONTY WRIGHT
Title: PRESIDENT, Alliance NW

State of ~~Washington~~ Oregon
County of Multnomah

On this 29 day of November, 2021, before me personally appeared Monty Wright, to me known to be the President of The Alliance Northwest District of the Christian and Missionary Alliance, a Washington non-profit corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written



Tish Kilcher
Name (typed or printed): Tish Kilcher
NOTARY PUBLIC in and for the State of Washington Oregon
Residing at Multnomah County, Oregon
My appointment expires: 6/11/22

GRANTEE:

The City of Fircrest,
a municipal corporation

By: _____
Name: _____
Title: _____

State of Washington

County of _____

On this _____ day of _____, 2021, before me personally appeared _____, to me known to be the _____ of The City of Fircrest, a municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written

Name (typed or printed): _____
NOTARY PUBLIC in and for the State of Washington
Residing at _____
My appointment expires: _____

EXHIBIT A
Easement Area

EXHIBIT "A"

LEGAL DESCRIPTION

EASEMENT AREA

That portion of the North half of the Southwest quarter of the Northwest quarter of Section 12, Township 20 North, Range 2 East of the Willamette Meridian lying Westerly of Bantz Boulevard in Tacoma, Pierce County, Washington;

EXCEPT that portion appropriated for Bantz Boulevard by the City of Tacoma, in Pierce County Superior Court Case Nos. 103512 and 115038 and by the State of Washington in Pierce County Superior Court Case No. 206667 and also by the State of Washington in Pierce County Superior Court Case No. 89-2-03557-5;

ALSO EXCEPT that portion deeded to the City of Tacoma by instrument recorded December 13, 1972 under Auditor's No. 2477593;

ALSO EXCEPT that portion deeded to the City of Tacoma, a Municipal Corporation recorded December 13, 1996 as Recording No. 9612130580, said document superseded and replaced deed recorded May 15, 1989 as Recording No. 8905150218.

Being more particularly described as follows;

COMMENCING at the Northeast corner of South 25th Street per said Recording No. 96121305802;

THENCE South 02°05'42" West, along the East right-of-way margin of said South 25th Street, 4.72 feet to the TRUE POINT OF BEGINNING;

THENCE North 89°52'14" East, 54.48 feet;

THENCE North 78°16'29" East, 38.03 feet;

THENCE North 68°44'19" East, 42.18 feet to a point on a non-tangent curve, the radius of which bears North 24°49'08" West;

THENCE Northeasterly along the arc of a curve concave to the Northwest, having a radius of 69.92 feet, through a central angle of 35°28'35", and an arc length of 43.29 feet;

THENCE North 33°27'10" East, 39.72 feet;

THENCE South 58°22'06" East, 61.05 feet;

THENCE South 19°45'24" East, 34.28 feet;

THENCE South 10°54'59" West, 76.06 feet;

THENCE North 87°54'18" West, 28.68 feet;

THENCE North 72°18'45" West, 34.40 feet;

Project Name: Vaughn Bay Construction
October 14, 2021

THENCE North 17°49'24" West, 25.86 feet;

THENCE North 72°22'49" East, 57.91 feet to a point on a non-tangent curve, the radius of which bears North 66°30'20" West;

THENCE Northerly along the arc of a curve concave to the West, having a radius of 37.17 feet, through a central angle of 43°06'08", and an arc length of 27.96 feet to a point on a non-tangent curve, the radius of which bears South 64°47'58" West;

THENCE Northwesterly along the arc of a curve concave to the Southwest, having a radius of 24.64 feet, through a central angle of 39°59'42", and an arc length of 17.20 feet to a point of compound curvature;

THENCE Westerly along the arc of a curve to the left, having a radius of 16.76 feet, through a central angle of 77°33'03", and an arc length of 22.69 feet;

THENCE South 41°51'43" West, 33.80 feet to a point on a non-tangent curve, the radius of which bears North 37°58'12" West;

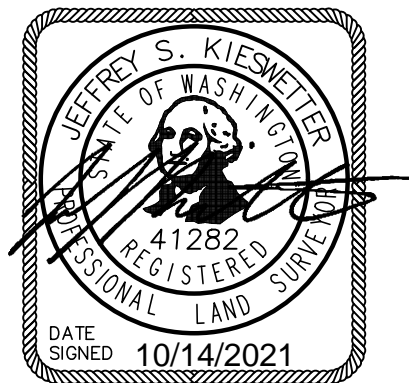
THENCE Southwesterly along the arc of a curve concave to the Northwest, having a radius of 240.51 feet, through a central angle of 17°53'01", and an arc length of 75.07 feet to the East line of said margin;

THENCE North 01°48'04" East, along said margin, 6.64 feet;

THENCE North 87°52'10" West, along said margin, 100.89 feet;

THENCE North 02°05'42" East, along said margin, 17.17 feet to the TRUE POINT OF BEGINNING.

Containing approximately 11,380 square feet or 0.261 acres, more or less.



Project Name: Vaughn Bay Construction
October 14, 2021

BY: JSK

EXHIBIT "B"

APN 022012-2017
 ALLIANCE NORTHWEST DISTRICT OF
 CHRISTIAN & ALLIANCE

POINT OF COMMENCEMENT
 NORTHEAST CORNER OF
 RIGHT-OF-WAY PER
 AFN 9612130580

ACCESS EASEMENT
 11,380±S.F.

S. ORCHARD ST.

S. 25TH ST.

POINT OF
 BEGINNING

APN 0220122019
 EAGLE HARDWARE &
 GARDEN INC

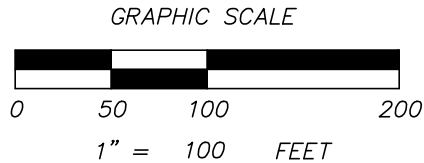
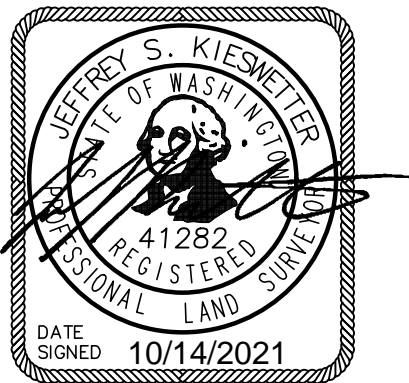
APN
 0220122008
 TOWN OF
 FIRCREST

CURVE TABLE

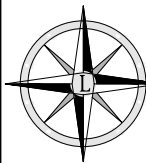
CURVE	DELTA	RADIUS	LENGTH
C5	35°28'35"	69.92'	43.29'
C6	43°06'08"	37.17'	27.96'
C7	39°59'42"	24.64'	17.20'
C8	77°33'03"	16.76'	22.69'
C9	17°53'01"	240.51'	75.07'

LINE TABLE

LINE	DIST	BEARING	LINE	DIST	BEARING
L1	4.72'	S02°05'42"W	L9	28.68'	N87°54'18"W
L2	54.48'	N89°52'14"E	L10	34.40'	N72°18'45"W
L3	38.03'	N78°16'29"E	L11	25.86'	N17°49'24"W
L4	42.18'	N68°44'19"E	L12	57.91'	N72°22'49"E
L5	39.72'	N33°27'10"E	L13	33.80'	S41°51'43"W
L6	61.05'	S58°22'06"E	L14	6.64'	N01°48'04"E
L7	34.28'	S19°45'24"E	L15	100.89'	N87°52'10"W
L8	76.06'	S10°54'59"W	L16	17.17'	N02°05'42"E



SCALE:
 HORIZONTAL 1"=100' VERTICAL N/A



**LANKTREE
 LAND SURVEYING, INC.**

25510 74TH AVENUE SOUTH
 KENT, WA 98032
 PHONE: (253) 653-6423
 FAX: (253) 793-1616
 WWW.LANKTREELANDSURVEYING.COM

For:
**ALLIANCE NORTHWEST DISTRICT
 OF CHRISTIAN & ALLIANCE**

Title:
**EASEMENT
 AREA**

JOB NUMBER

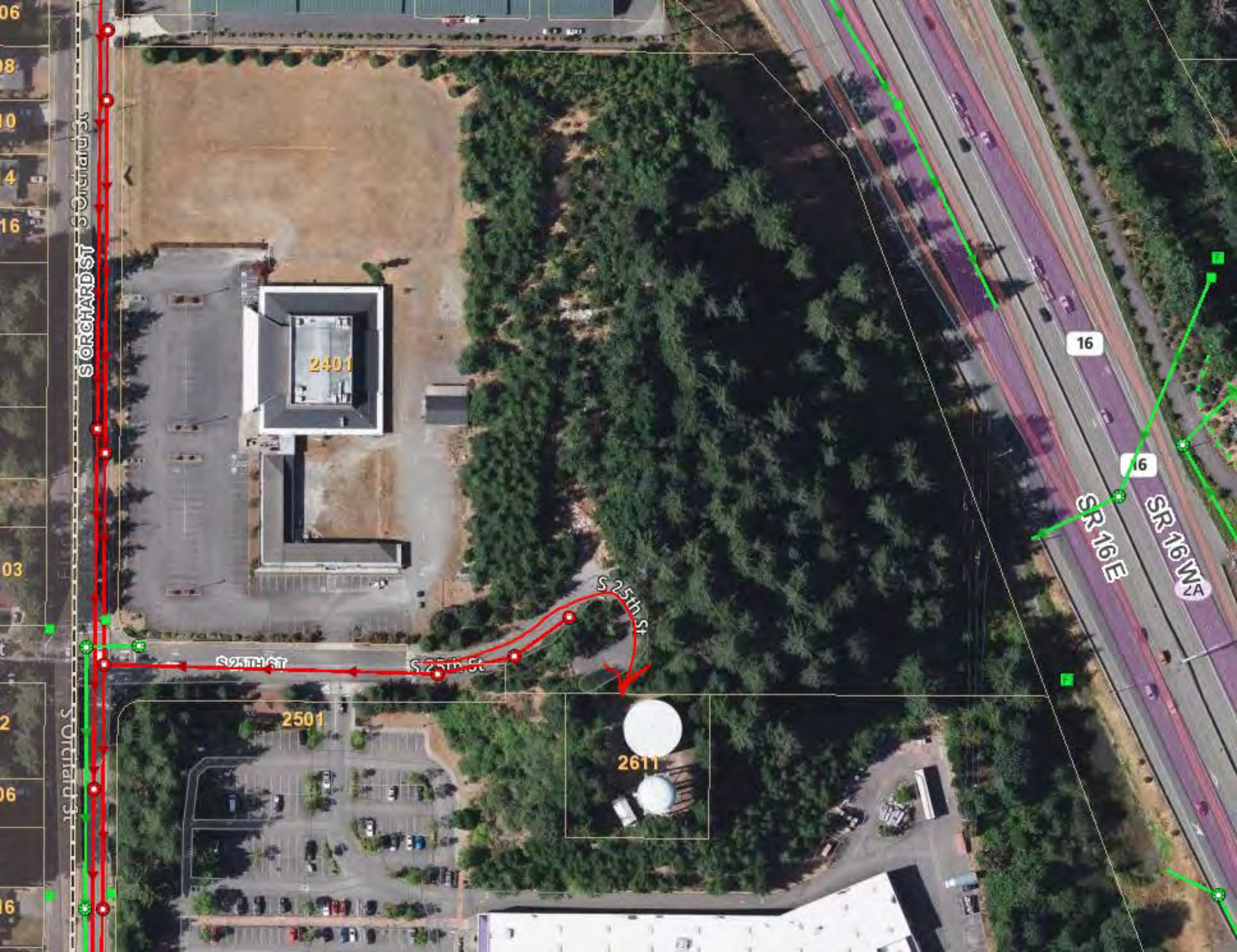
5875

5875L001.DOC

SHEET

1 of **1**

DESIGNED XXX DRAWN JSK CHECKED XXX APPROVED TSL DATE 10/14/2021



S ORCHARD ST

2401

S 25th St

S 25th St

S 25th St

2501

2611

16

16

SR 16 E

SR 16 W

S ORCHARD ST

NEW BUSINESS: **2022 Pierce County Regional Council Appointments**
ITEM 13D.

FROM: **Scott Pingel, City Manager**

RECOMMENDED MOTION: I move to adopt Resolution No.____, appointing Councilmember Shannon Reynolds as representative to the Pierce County Regional Council, and further appointing Councilmember _____ as an alternate representative to the Pierce County Regional Council for 2022.

PROPOSAL: The Council is being asked to appoint a councilmember as the Fircrest representative and the alternate to the Pierce County Regional Council. Should the Council make these appointments, the representative will have voting authority at the next regularly scheduled PCRC meeting.

FISCAL IMPACT: These appointments will not be a direct fiscal impact.

ADVANTAGE: Participation in a cooperative effort on issues relevant to all cities is of advantage to Fircrest.

DISADVANTAGES: None identified.

ALTERNATIVES: Not to participate in the organization.

HISTORY: Fircrest has been a participating member of the Pierce County Regional Council (PCRC) since 1992. The PCRC provides a multi-government forum for coordination of growth management issues, reviews and approves for funding certain transportation projects, and provides the opportunity for building consensus on issues common to all of the cities and towns.

ATTACHMENT: [Resolution](#)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST,
WASHINGTON, APPOINTING COUNCILMEMBER SHANNON
REYNOLDS AS REPRESENTATIVE TO THE PIERCE COUNTY
REGIONAL COUNCIL, AND FURTHER APPOINTING
COUNCILMEMBER _____ AS ALTERNATE
REPRESENTATIVE TO THE PIERCE COUNTY REGIONAL COUNCIL.**

WHEREAS, the City of Fircrest has been a participating member of the Pierce County Regional Council (PCRC) since 1992; and

WHEREAS, an appointment needs to be made for a representative and alternate representative on the Pierce County Regional Council for the year 2022. Now, Therefore,

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

Section 1. Councilmember Shannon Reynolds is hereby appointed as the City of Fircrest representative to the Pierce County Regional Council for a one-year term, commencing January 1, 2022, and expiring December 31, 2022.

Section 2. Councilmember _____ is hereby appointed as an alternate representative to the Pierce County Regional Council for a one-year term, commencing January 1, 2022, and expiring December 31, 2022.

APPROVED AND ADOPTED this 11th day of January 2022 at a regular meeting of the City Council of the City of Fircrest.

APPROVED

Mayor

ATTEST:

Jayne Westman, City Clerk

APPROVED AS TO FORM:

City Attorney