

**FIRCREST CITY COUNCIL
REGULAR MEETING
AGENDA**

**TUESDAY, FEBRUARY 8, 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. SSHAP Appointment
 - B. Community Center and Pool Project
- 5. CITY MANAGER COMMENTS**
- 6. DEPARTMENT HEAD COMMENTS**
- 7. COUNCILMEMBER COMMENTS**
- 8. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA** (If you would like to make a public comment, you may speak at the appropriate time using the raise your hand feature or by pressing *9 on your phone. You may also e-mail the City Clerk your comment before 5 pm and it will be read into the record.JWESTMAN@CITYOFFIRCREST.NET)
- 9. COMMITTEE, COMMISSION & LIAISON REPORTS**
 - A. Administration
 - B. Environmental, Planning, and Building
 - C. Finance, IT, Facilities
 - D. Other reports
- 10. CONSENT CALENDAR**
 - A. Approval of [vouchers](#)/payroll checks
 - B. Approval of Minutes: [January 18, 2022, Study Session](#)
[January 25, 2022, Regular Meeting](#)
[February 1, 2022, Joint Meeting](#)
- 11. PUBLIC HEARING**
- 12. UNFINISHED BUSINESS**
 - A. [Resolution No. 1751: Water Tower Easement Approval](#)
- 13. NEW BUSINESS**
 - A. [Ordinance: Garbage Service Rate Adjustment](#)
 - B. [Resolution: Approval of Department of Commerce Water Meters Grant Agreement](#)
 - C. [Resolution: Approval of Puyallup Jail Agreement](#)
 - D. [Resolution: Approval of Water System Plan Consultant Agreement Amendment](#)
- 14. CALL FOR FINAL COMMENTS**
- 15. EXECUTIVE SESSION**
 - A. Per RCW42.30.110(1)(b) To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price.
- 16. ADJOURNMENT**

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

ACCOUNTS PAYABLE

City Of Fircrest

Time: 13:39:20 Date: 02/04/2022

As Of: 02/08/2022

Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo	
26173	02/08/2022	02/08/2022	7553	Atwood, Nancy	67.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572	General Fund	67.00	Library Reimbursement - 1 Year
26264	02/08/2022	02/08/2022	9950	Bakke, Michael	67.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572	General Fund	67.00	Library Reimbursement - 1 Year
26253	02/08/2022	02/08/2022	9976	Beardsley, William	14.80	Juror Pay/Mileage - Case #1A0254376
	512 50 49 03	Juror Costs	001 000 512	General Fund	14.80	Juror Pay/Mileage - Case #1A0254376
26247	02/08/2022	02/08/2022	9970	Belanger, Denise	12.28	Juror Pay/Mileage - Case #1A0254376
	512 50 49 03	Juror Costs	001 000 512	General Fund	12.28	Juror Pay/Mileage - Case #1A0254376
26261	02/01/2022	02/08/2022	9605	Bley, Rachel	116.07	07-00211.1 - 126 WILD ROSE ST
	343 10 00 00	Storm Drain Fees & Charges	415 000 340	Storm Drain	-15.07	
	343 40 00 00	Sale Of Water	425 000 340	Water Fund (de	-64.57	
	343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (de	-36.43	
26243	02/08/2022	02/08/2022	9966	Boskovich, Rondi	11.76	Juror Pay/Mileage - Case #1A0254376
	512 50 49 03	Juror Costs	001 000 512	General Fund	11.76	Juror Pay/Mileage - Case #1A0254376
26175	02/08/2022	02/08/2022	8780	Braaksma, Margaret	67.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572	General Fund	67.00	Library Reimbursement - 1 Year
26241	02/08/2022	02/08/2022	9964	Burns, Molly	11.17	Juror Pay/Mileage - Case #1A0254376
	512 50 49 03	Juror Costs	001 000 512	General Fund	11.17	Juror Pay/Mileage - Case #1A0254376
26202	02/08/2022	02/08/2022	6018	Canon Financial Services Inc	723.98	Copier/Fax Rental - Jan 2022 - Police, CH, Parks/Rec, Court, PW
	512 50 45 00	Oper Rentals - Copier - Cour	001 000 512	General Fund	141.08	Copier/Fax Rental Jan 2022 Court
	518 10 45 00	Oper Rentals - Copier - Non	001 000 518	General Fund	141.08	Copier/Fax Rental Jan 2022 CH
	521 22 45 00	Oper Rentals - Copier - Polic	001 000 521	General Fund	159.67	Copier/Fax Rental - Jan 2022 Police
	531 50 45 00	Oper Rentals - Copier - Storr	415 000 531	Storm Drain	35.28	Copier/Fax Rental Jan 2022 PW
	534 10 45 02	Oper Rentals - Copier - Wate	425 000 534	Water Fund (de	35.27	Copier/Fax Rental Jan 2022 PW
	535 10 45 00	Oper Rentals - Copier - Sewe	430 000 535	Sewer Fund (de	35.26	Copier/Fax Rental Jan 2022 PW
	542 30 45 00	Oper Rentals - Copier - Stree	101 000 542	City Street Fund	35.28	Copier/Fax Rental Jan 2022 PW
	571 10 45 01	Oper Rentals - Copier - Rec	001 000 571	General Fund	126.96	Copier/Fax Rental Jan 2022 Rec
	576 80 45 00	Oper Rentals - Copier - Park	001 000 576	General Fund	14.10	Copier/Fax Rental Jan 2022 Parks
26252	02/08/2022	02/08/2022	9975	Carter, Jeanette	12.34	Juror Pay/Mileage - Case #1A0254376

ACCOUNTS PAYABLE

City Of Fircrest

Time: 13:39:20 Date: 02/04/2022

As Of: 02/08/2022

Page: 2

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
512 50 49 03	Juror Costs		001 000 512 General Fund	12.34	Juror Pay/Mileage - Case #1A0254376
26212	02/08/2022	02/08/2022	331 Cheesman, John G	169.56	Gym Fee Reimbursement - Jan - Dec 2021
521 22 20 00	Personnel Benefits - Police		001 000 521 General Fund	161.08	Gym Fee Reimbursement - Jan - Dec 2021
525 60 20 00	Personnel Benefits - Emg Mc		001 000 525 General Fund	8.48	Gym Fee Reimbursement - Jan - Dec 2021
26179	02/08/2022	02/08/2022	4324 City Treasurer-Tacoma	2,203.97	Semi-Annual Billing For Streetlight Attachments - Jan - Jun 2022
542 63 48 02	Pole Attachment Charge		101 000 542 City Street Fund	2,203.97	Semi-Annual Billing For Streetlight Attachments - Jan - Jun 2022
26208	02/08/2022	02/08/2022	3555 Code Publishing Co	162.75	Ord 1681. Ord 1679, 1680 (Non-Codifiable)
511 60 49 03	Codification Costs		001 000 511 General Fund	162.75	Ord 1681. Ord 1679, 1680 (Non-Codifiable)
26189	02/08/2022	02/08/2022	6268 Cole-Parmer Instrument Company	92.00	Fluoride/Reagents Tablets for Testing
534 80 41 00	Water Testing		425 000 534 Water Fund (de	92.00	Fluoride/Reagents Tablets for Testing
26177	02/08/2022	02/08/2022	7227 Correct Equipment Inc	5,622.48	4" Water Meters for Upgrade (2)
594 34 63 01	Other Improvements Water (426 000 594 Water Improver	5,622.48	4" Water Meters for Upgrade (2)
26263	02/08/2022	02/08/2022	1341 Curry, Bette Anne	67.00	Library Reimbursement - 1 Year
572 21 49 00	Library Services		001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
26248	02/08/2022	02/08/2022	9971 Dailey, Patricia	11.76	Juror Pay/Mileage - Case #1A0254376
512 50 49 03	Juror Costs		001 000 512 General Fund	11.76	Juror Pay/Mileage - Case #1A0254376
26265	02/08/2022	02/08/2022	3589 Databar Inc	2,221.68	Statement Production; Inserts - Dec 2021
518 10 49 01	Town Topics/Citizen Commu		001 000 518 General Fund	65.24	Town Topics Insert
531 50 42 01	Postage - Storm		415 000 531 Storm Drain	282.75	UB Postage - Storm
531 50 49 06	Mailing Service - Storm		415 000 531 Storm Drain	414.32	UB Mailing Svc, Statements - Storm
531 50 49 06	Mailing Service - Storm		415 000 531 Storm Drain	21.73	Did You Know - Storm
534 10 42 01	Postage - Water		425 000 534 Water Fund (de	282.75	UB Postage - Water
534 10 49 06	Mailing Service - Water		425 000 534 Water Fund (de	414.32	UB Mailing Svc, Statements - Water
534 10 49 06	Mailing Service - Water		425 000 534 Water Fund (de	21.75	Did You Know - Water
535 10 42 02	Postage - Sewer		430 000 535 Sewer Fund (de	282.75	UB Postage - Sewer
535 10 49 05	Mailing Service - Sewer		430 000 535 Sewer Fund (de	414.32	UB Mailing Svc, Statements - Sewer
535 10 49 05	Mailing Service - Sewer		430 000 535 Sewer Fund (de	21.75	Did You Know - Sewer
26266	02/08/2022	02/08/2022	3589 Databar Inc	438.79	Town Topics Separate Mailing - Dec 2021

ACCOUNTS PAYABLE

City Of Fircrest

Time: 13:39:20 Date: 02/04/2022

As Of: 02/08/2022

Page: 3

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
518 10 49 01	Town Topics/Citizen Commu		001 000 518 General Fund	225.50	Town Topics - Separate Mailing
518 10 49 01	Town Topics/Citizen Commu		001 000 518 General Fund	190.62	Town Topics - Postage
531 50 49 06	Mailing Service - Storm		415 000 531 Storm Drain	7.55	Did You Know - Storm
534 10 49 06	Mailing Service - Water		425 000 534 Water Fund (deç	7.56	Did You Know - Water
535 10 49 05	Mailing Service - Sewer		430 000 535 Sewer Fund (deç	7.56	Did You Know - Sewer
Total Databar Inc				2,660.47	
26285	02/01/2022	02/08/2022	1746 DeVine, Clare	38.27	03-00970.0 - 711 ALTA VISTA PL
343 10 00 00	Storm Drain Fees & Charges		415 000 340 Storm Drain	-19.50	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (deç	-19.09	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (deç	0.32	
26232	02/08/2022	02/08/2022	3596 Dept Of Health	3,577.50	2022 Operating Permit & Certification Fees
534 10 49 01	State Operating Permit		425 000 534 Water Fund (deç	3,577.50	2022 Operating Permit & Certification Fees
26271	02/08/2022	02/08/2022	365 Dept Of Labor & Industries	18.64	Juror L-n-I for Case #1A0254376 - Trial Date: 01/26/2022
512 50 49 03	Juror Costs		001 000 512 General Fund	18.64	Juror L-n-I for Case #1A0254376 - Trial Date: 01/26/2022
26280	02/08/2022	02/08/2022	365 Dept Of Labor & Industries	23.19	Nov/Dec 2021 Chaplain Lnl - 46 Hours
521 22 20 00	Personnel Benefits - Police		001 000 521 General Fund	23.19	Nov/Dec 2021 Chaplain Lnl - 46 Hours
Total Dept Of Labor & Industries				41.83	
26181	02/08/2022	02/08/2022	3611 Drain-Pro Inc	1,342.00	Jetting Sewer Main on Claremont from Alameda to Claremont Ct
535 50 48 00	Rep & Maint - Sewer Maint		430 000 535 Sewer Fund (deç	1,342.00	Jetting Sewer Main on Claremont from Alameda to Claremont Ct
26183	02/08/2022	02/08/2022	366 Employment Security Dept	110.17	Benefit Charge - Q4/2021
517 78 20 00	Unemployment Compensati		001 000 517 General Fund	110.17	Benefit Charge - Q4/2021
26283	02/01/2022	02/08/2022	2383 Estate of Carolyn Harn	49.42	05-00950.0 - 1209 DEL MONTE AVE
343 10 00 00	Storm Drain Fees & Charges		415 000 340 Storm Drain	-24.68	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (deç	-26.11	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (deç	1.37	

ACCOUNTS PAYABLE

City Of Fircrest

Time: 13:39:20 Date: 02/04/2022

As Of: 02/08/2022

Page: 4

Accts Pay #	Received	Date Due	Vendor	Amount	Memo	
26246	02/08/2022	02/08/2022	9969	Ferencik, Craig	12.93	Juror Pay/Mileage - Case #1A0254376
512 50 49 03	Juror Costs	001 000 512	General Fund	12.93	Juror Pay/Mileage - Case #1A0254376	
26273	02/08/2022	02/08/2022	4318	Fircrest City of - Interfund (Treasur)	213.75	Utility Assistance Grant (ARPA) Acct #2899
518 63 40 00	General Grants, Financial Ass	001 000 518	General Fund	213.75	Utility Assistance Grant (ARPA) Acct #2899	
26166	02/08/2022	02/08/2022	3638	Fircrest Golf Club	1,326.71	Land Rental for Water Tank on Golf Course Property - Feb 2022
534 10 45 01	Land Rental/Water Tank	425 000 534	Water Fund (de	1,326.71	Land Rental for Water Tank on Golf Course Property - Feb 2022	
26275	02/08/2022	02/08/2022	3323	Fircrest Regents LLC	2,330.00	Rental Assistance Grant (ARPA) - Unit D
518 63 40 00	General Grants, Financial Ass	001 000 518	General Fund	2,330.00	Rental Assistance Grant (ARPA) - Unit D	
26294	02/08/2022	02/08/2022	9338	Fuelman Fleet Program	2,869.17	Gas/Fuel - Jan 2022
548 65 31 06	Facilities Gas	501 000 548	Equipment Rent:	69.82	Gas/Fuel - Jan 2022	
548 65 31 08	Police Gas	501 000 548	Equipment Rent:	1,510.36	Gas/Fuel - Jan 2022	
548 65 31 11	Parks/Rec Gas	501 000 548	Equipment Rent:	348.80	Gas/Fuel - Jan 2022	
548 65 31 12	Street Gas	501 000 548	Equipment Rent:	394.90	Gas/Fuel - Jan 2022	
548 65 31 14	Wtr/Swr Gas	501 000 548	Equipment Rent:	545.29	Gas/Fuel - Jan 2022	
26282	02/01/2022	02/08/2022	9922	Gabriele, Judith	64.03	02-00800.4 - 322 DEL MONTE AVE
343 10 00 00	Storm Drain Fees & Charges	415 000 340	Storm Drain	-29.32		
343 40 00 00	Sale Of Water	425 000 340	Water Fund (de	-24.85		
343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (de	-9.86		
26176	02/08/2022	02/08/2022	3668	Gray Lumber Company Inc	1,005.06	Cedar Street Sign Posts (10)
542 30 31 02	Oper Supplies - Street Reg	101 000 542	City Street Fund	1,005.06	Cedar Street Sign Posts (10)	
26191	02/08/2022	02/08/2022	6774	Greenleaf Landscaping 1 Inc	4,823.25	Landscape Maintenance Services - Jan 2022
518 30 41 01	Contract Maintenance	001 000 518	General Fund	3,626.40	Contract Landscape Maint - Jan 2022	
542 80 49 03	Beautification Services (cont)	101 000 542	City Street Fund	1,196.85	Beautification Contract Maint - Jan 2022	
26192	02/08/2022	02/08/2022	6774	Greenleaf Landscaping 1 Inc	2,002.77	Pruned Red Maples along San Juan and Ramsdell and Hauled Debris
542 80 48 00	Street Tree Maintenance (cor	101 000 542	City Street Fund	2,002.77	Pruned Red Maples along San Juan and Ramsdell and Hauled Debris	

ACCOUNTS PAYABLE

City Of Fircrest

Time: 13:39:20 Date: 02/04/2022

As Of: 02/08/2022

Page: 5

Accts Pay #	Received	Date Due	Vendor	Amount	Memo	
26256	02/08/2022	02/08/2022	6774	Greenleaf Landscaping 1 Inc	8,727.88	Pruned Kwanzan Trees on Regents Blvd and Hauled Debris
	542 80 48 00	Street Tree Maintenance (cor	101 000 542	City Street Fund	8,727.88	Pruned Kwanzan Trees on Regents Blvd and Hauled Debris
Total Greenleaf Landscaping 1 Inc				15,553.90		
26239	02/08/2022	02/08/2022	9962	Hawkins, Carl	12.34	Juror Pay/Mileage - Case #1A0254376
	512 50 49 03	Juror Costs	001 000 512	General Fund	12.34	Juror Pay/Mileage - Case #1A0254376
26169	02/08/2022	02/08/2022	132	Hess, Jody	67.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572	General Fund	67.00	Library Reimbursement - 1 Year
26203	02/08/2022	02/08/2022	3692	Home Depot Credit Services	54.06	Air Compressor Parts - Contra Costa L/S
	535 50 31 01	Oper Supplies - Sewer Maint	430 000 535	Sewer Fund (de	54.06	Air Compressor Parts - Contra Costa L/S
26204	02/08/2022	02/08/2022	3692	Home Depot Credit Services	395.98	P#64 5 Shelf I-Beam Storage Racks
	594 76 62 03	Buildings & Structures	301 000 594	Park Bond Capit	395.98	P#64 5 Shelf I-Beam Storage Racks
26236	02/08/2022	02/08/2022	3692	Home Depot Credit Services	30.87	Air Compressor Parts - Contra Costa LS
	535 50 31 01	Oper Supplies - Sewer Maint	430 000 535	Sewer Fund (de	30.87	Air Compressor Parts - Contra Costa LS
Total Home Depot Credit Services				480.91		
26276	02/08/2022	02/08/2022	4131	Humane Society - Tacoma	688.50	Feb 2022 Boarding Contract
	554 30 41 00	Animal Control	001 000 554	General Fund	688.50	Feb 2022 Boarding Contract
26210	02/08/2022	02/08/2022	3704	International Assoc Of Chiefs Of Police	190.00	2022 Membership Dues - J Cheesman
	521 22 49 03	Dues,Memberships,Subscrip	001 000 521	General Fund	190.00	2022 Membership Dues - J Cheesman
26274	02/08/2022	02/08/2022	3319	J Alameda West	3,690.00	Rental Assistance Grant (ARPA) - 1133 Fircrest Drive
	518 63 40 00	General Grants, Financial Ass	001 000 518	General Fund	3,690.00	Rental Assistance Grant (ARPA) - 1133 Fircrest Drive
26251	02/08/2022	02/08/2022	9974	Johnson, Loren	11.46	Juror Pay/Mileage - Case #1A0254376
	512 50 49 03	Juror Costs	001 000 512	General Fund	11.46	Juror Pay/Mileage - Case #1A0254376
26249	02/08/2022	02/08/2022	9972	Larsen, Debby	12.34	Juror Pay/Mileage - Case #1A0254376

ACCOUNTS PAYABLE

City Of Fircrest

Time: 13:39:20 Date: 02/04/2022

As Of: 02/08/2022

Page: 6

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
512 50 49 03	Juror Costs		001 000 512 General Fund	12.34	Juror Pay/Mileage - Case #1A0254376
26214	02/08/2022	02/08/2022	8940	225.00	Dec 2021 Land Use Attorney (1.0 Hr)
515 41 41 02	Special Legal Counsel		001 000 515 General Fund	225.00	Dec 2021 Land Use Attorney (1.0 Hr)
26254	02/08/2022	02/08/2022	9977	12.93	Juror Pay/Mileage - Case #1A0254376
			Lottier, Roger		
512 50 49 03	Juror Costs		001 000 512 General Fund	12.93	Juror Pay/Mileage - Case #1A0254376
26250	02/08/2022	02/08/2022	9973	11.17	Juror Pay/Mileage - Case #1A0254376
			Maddock, Donald		
512 50 49 03	Juror Costs		001 000 512 General Fund	11.17	Juror Pay/Mileage - Case #1A0254376
26168	02/08/2022	02/08/2022	2440	67.00	Library Reimbursement - 1 Year
			McCarthy, Mary		
572 21 49 00	Library Services		001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
26215	02/08/2022	02/08/2022	8563	67.00	Library Reimbursement - 1 Year
			Moates, Elaine		
572 21 49 00	Library Services		001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
26238	02/08/2022	02/08/2022	9961	12.46	Juror Pay/Mileage - Case #1A0254376
			Mooers, Barbara		
512 50 49 03	Juror Costs		001 000 512 General Fund	12.46	Juror Pay/Mileage - Case #1A0254376
26288	02/08/2022	02/08/2022	9988	1,251.25	Personnel Matters
			Morton McGoldrick PLLC		
515 41 41 02	Special Legal Counsel		001 000 515 General Fund	1,251.25	Personnel Matters
26233	02/08/2022	02/08/2022	8642	24.31	Juror Supplies
			Olivarez, Samantha N		
512 50 49 03	Juror Costs		001 000 512 General Fund	24.31	Juror Supplies
26262	02/02/2022	02/08/2022	9422	48.22	07-00116.6 - 1525 COTTONWOOD AVE
			Owens, David		
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-59.89	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	11.67	
26216	02/08/2022	02/08/2022	3957	1,338.91	Salt Brine - 3200 Gal from Dec 2021
			PC Budget & Finance		
542 30 31 02	Oper Supplies - Street Reg		101 000 542 City Street Fund	1,338.91	Salt Brine - 3200 Gal from Dec 2021
26234	02/08/2022	02/08/2022	3957	6,985.00	2021 General Election Costs
			PC Budget & Finance		
514 40 41 01	Special Elections & Voter Re		001 000 511 General Fund	6,985.00	2021 General Election Costs
26267	02/08/2022	02/08/2022	3957	15,981.00	2021 Voter Maintenance Charge
			PC Budget & Finance		
514 40 41 01	Special Elections & Voter Re		001 000 511 General Fund	15,981.00	2021 Voter Maintenance Charge

ACCOUNTS PAYABLE

City Of Fircrest

Time: 13:39:20 Date: 02/04/2022

As Of: 02/08/2022

Page: 7

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
			Total PC Budget & Finance	24,304.91	
26190	02/08/2022	02/08/2022	8626 Pacific Office Automation Inc	135.88	Postage Meter Rental - Feb 2022
518 10 42 01	Postage - Non-Dept		001 000 518 General Fund	135.88	Postage Meter Rental - Feb 2022
26211	02/08/2022	02/08/2022	4680 Parametrix Engineering	1,542.50	P#66 Professional Services Thru 12/31/21
594 31 63 01	Project Engineering-Storm C		416 000 594 Storm Improver	1,542.50	P#66 Professional Services Thru 12/31/21
26268	02/08/2022	02/08/2022	4680 Parametrix Engineering	4,405.00	P#64 - Professional Services Thru 12/31/21
594 76 62 03	Buildings & Structures		301 000 594 Park Bond Capit	4,405.00	P#64 - Professional Services Thru 12/31/21
			Total Parametrix Engineering	5,947.50	
26293	02/08/2022	02/08/2022	3955 Petrocard Systems Inc	392.72	Gas/Fuel - Jan 2022
548 65 31 13	Storm Gas		501 000 548 Equipment Rent	51.91	Gas/Fuel - Jan 2022
548 65 31 13	Storm Gas		501 000 548 Equipment Rent	134.66	Gas/Fuel - Jan 2022
548 65 31 14	Wtr/Swr Gas		501 000 548 Equipment Rent	51.91	Gas/Fuel - Jan 2022
548 65 31 14	Wtr/Swr Gas		501 000 548 Equipment Rent	154.24	Gas/Fuel - Jan 2022
26178	02/08/2022	02/08/2022	3986 Puget Sound Energy, BOT-01H	315.02	Natural Gas - PW - Dec 2021
531 50 47 02	Public Utility Services/Bldg -		415 000 531 Storm Drain	78.76	Natural Gas - PW - Dec 2021
534 10 47 00	Utility Services/Building - W		425 000 534 Water Fund (dep	78.76	Natural Gas - PW - Dec 2021
535 10 47 00	Utility Services/Building - Se		430 000 535 Sewer Fund (dep	78.75	Natural Gas - PW - Dec 2021
542 30 47 02	Electricity & Gas/Bldg - Stree		101 000 542 City Street Fund	78.75	Natural Gas - PW - Dec 2021
26240	02/08/2022	02/08/2022	9963 Quist, Eric	12.34	Juror Pay/Mileage - Case #1A0254376
512 50 49 03	Juror Costs		001 000 512 General Fund	12.34	Juror Pay/Mileage - Case #1A0254376
26278	02/08/2022	02/08/2022	5710 Rainier Connect, Mashell Telecom	274.05	Internet CH, Pool/Bathhouse; Phone Svc - Pool/Bath - Feb 2022
518 81 42 00	Communication - I/S		001 000 518 General Fund	106.95	Internet City Hall - Feb 2022
518 81 42 00	Communication - I/S		001 000 518 General Fund	113.55	Internet Pool/Bathhouse Feb 2022
576 80 42 00	Communication - Parks		001 000 576 General Fund	53.55	Phone Svc - Pool/Bathhouse Feb 2022
26196	02/08/2022	02/08/2022	4004 Reserve Account	2,000.00	Postage Meter Refill
518 10 42 01	Postage - Non-Dept		001 000 518 General Fund	2,000.00	Postage Meter Refill

ACCOUNTS PAYABLE

City Of Fircrest

Time: 13:39:20 Date: 02/04/2022

As Of: 02/08/2022

Page: 8

Accts Pay #	Received	Date Due	Vendor	Amount	Memo	
26272	02/08/2022	02/08/2022	8893	Right Systems INC	10,450.00	P#64 Network Switches and Licenses
594 76 63 03	Other Improvements	301 000 594	Park Bond Capit:	10,450.00	P#64 Network Switches and Licenses	
26245	02/08/2022	02/08/2022	9968	Rojecki, Keven	12.22	Juror Pay/Mileage - Case #1A0254376
512 50 49 03	Juror Costs	001 000 512	General Fund	12.22	Juror Pay/Mileage - Case #1A0254376	
26237	02/08/2022	02/08/2022	9960	Roussel, Paula	12.34	Juror Pay/Mileage - Case #1A0254376
512 50 49 03	Juror Costs	001 000 512	General Fund	12.34	Juror Pay/Mileage - Case #1A0254376	
26201	02/08/2022	02/08/2022	4031	San Diego Police Equipmnt	623.09	Ammunition (2 Cases)
521 22 31 00	Office & Oper Sup - Police	001 000 521	General Fund	623.09	Ammunition (2 Cases)	
26185	02/08/2022	02/08/2022	4035	Sarco Supply	43.82	Janitorial Supplies - PSB
518 30 31 02	Oper Sup/PSB Bldg	001 000 518	General Fund	43.82	Janitorial Supplies - PSB	
26186	02/08/2022	02/08/2022	4035	Sarco Supply	43.82	Janitorial Supplies - City Hall
518 30 31 04	Oper Sup/CH	001 000 518	General Fund	43.82	Janitorial Supplies - City Hall	
			Total Sarco Supply	87.64		
26188	02/08/2022	02/08/2022	6350	Sevier, Maria	660.00	On Call GIS Support - 10/1-12/31/21
531 50 41 00	Prof Svcs - Storm	415 000 531	Storm Drain	165.00	On Call GIS Support - 10/1-12/31/21	
534 10 41 00	Prof Svcs - Water	425 000 534	Water Fund (dep	165.00	On Call GIS Support - 10/1-12/31/21	
535 10 41 00	Prof Svcs - Sewer	430 000 535	Sewer Fund (dep	165.00	On Call GIS Support - 10/1-12/31/21	
542 30 41 00	Prof Svcs - Street	101 000 542	City Street Fund	165.00	On Call GIS Support - 10/1-12/31/21	
26235	02/08/2022	02/08/2022	4690	Sound Inspections	1,181.78	Inspections, Mileage, and Calls - Jan 2022
524 20 41 01	Bldg Inspec/Plan Review	001 000 524	General Fund	1,181.78	Inspections, Mileage, and Calls - Jan 2022	
26255	02/08/2022	02/08/2022	9978	Springer, Hisashi	13.51	Juror Pay/Mileage - Case #1A0254376
512 50 49 03	Juror Costs	001 000 512	General Fund	13.51	Juror Pay/Mileage - Case #1A0254376	
26205	02/08/2022	02/08/2022	4084	Staples Business Advantage	19.23	Office Supplies - Deskpad
521 22 31 00	Office & Oper Sup - Police	001 000 521	General Fund	19.23	Office Supplies - Deskpad	
26206	02/08/2022	02/08/2022	4084	Staples Business Advantage	52.76	Office Supplies - Court
512 50 31 00	Office & Oper Sup-Court	001 000 512	General Fund	52.76	Office Supplies - Court	

ACCOUNTS PAYABLE

City Of Fircrest

Time: 13:39:20 Date: 02/04/2022

As Of: 02/08/2022

Page: 9

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
26207	02/08/2022	02/08/2022	4084	10.99	Office Supplies invoice - credit memo received - supplies backordered.
	512 50 31 00	Office & Oper Sup-Court	001 000 512	10.99	Office Supplies invoice - credit memo received - supplies backordered.
26213	02/08/2022	02/08/2022	4084	66.89	Office Supplies - Court
	512 50 31 00	Office & Oper Sup-Court	001 000 512	66.89	Office Supplies - Court
26269	02/08/2022	02/08/2022	4084	126.63	Office Supplies - Admin, Central, Planning & Police
	513 10 31 00	Office & Oper Sup - Admin	001 000 513	6.80	Sharpie Pocket Accent Asst
	518 10 34 01	Central Office Supplies	001 000 518	3.62	Post It Notes
	521 22 31 00	Office & Oper Sup - Police	001 000 521	89.52	Hanging File Folders 20 pk (3); Uniball Pens 1 doz
	524 20 31 00	Office & Oper Sup-Bldg	001 000 524	13.34	Sharpies, Expo 8 Color Set
	558 60 31 00	Office & Oper Sup-Plan	001 000 558	13.35	Sharpies, Expo 8 Color Set
26270	02/08/2022	02/08/2022	4084	10.48	Stamper Refill Ink
	512 50 31 00	Office & Oper Sup-Court	001 000 512	10.48	Stamper Refill Ink
26295	02/08/2022	02/08/2022	4084	-10.99	Credit Memo for supplies not received
	512 50 31 00	Office & Oper Sup-Court	001 000 512	-10.99	Credit Memo for supplies not received
		Total Staples Business Advantage		275.99	
26187	02/08/2022	02/08/2022	4088	7,910.00	2020 Audit #44128 - Dec 2021 (70 Hrs)
	518 10 41 01	Biennial Audit - Non Dept	001 000 518	7,910.00	2020 Audit #44128 - Dec 2021 (70 Hrs)
26194	02/08/2022	02/08/2022	4107	232.00	Legal Consulting - Dec 2021
	515 41 41 02	Special Legal Counsel	001 000 515	232.00	Legal Consulting - Dec 2021
26287	02/08/2022	02/08/2022	4110	100.62	Linen Service - Jan 2022
	576 20 49 02	Miscellaneous - Pool	001 000 576	100.62	Linen Service - Jan 2022
26198	02/08/2022	02/08/2022	4328	2,001.35	2018 Ford Interceptor #66368D - Replace 4 Tires, Remove & Replace Brakes, LOF, 30k Service
	548 65 48 08	O & M - Police	501 000 548	2,001.35	2018 Ford Interceptor #66368D - Replace 4 Tires, Remove & Replace Brakes, LOF, 30k Service

ACCOUNTS PAYABLE

City Of Fircrest

Time: 13:39:20 Date: 02/04/2022

As Of: 02/08/2022

Page: 10

Accts Pay #	Received	Date Due	Vendor	Amount	Memo	
26199	02/08/2022	02/08/2022	4328	Systems for Public Safety Inc	225.62	2018 Ford Interceptor #66368D - Replaced One Tire, Tire Disposal Fee
	548 65 48 08	O & M - Police	501 000 548	Equipment Rent:	225.62	2018 Ford Interceptor #66368D - Replaced One Tire, Tire Disposal Fee
26200	02/08/2022	02/08/2022	4328	Systems for Public Safety Inc	43.49	2018 Ford Interceptor #66367D - Replaced Valve Stem & Used Tire (n/c), Tire Disposal Fee
	548 65 48 08	O & M - Police	501 000 548	Equipment Rent:	43.49	2018 Ford Interceptor #66367D - Replaced Valve Stem & Used Tire (n/c), Tire Disposal Fee
Total Systems for Public Safety Inc				2,270.46		
26281	02/01/2022	02/08/2022	9886	Tac Build LLC	86.34	02-00025.0 - 117 ELDORADO AVE
	343 10 00 00	Storm Drain Fees & Charges	415 000 340	Storm Drain	-30.43	
	343 40 00 00	Sale Of Water	425 000 340	Water Fund (de	-32.08	
	343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (de	-23.83	
26209	02/08/2022	02/08/2022	4133	Tacoma Rubber Stamp	34.98	Nameplates (2) - Mayor Wittner, Mayor Pro-Tem Barrentine
	511 60 31 00	Office & Oper Sup - Legisl	001 000 511	General Fund	34.98	Nameplates (2) - Mayor Wittner, Mayor Pro-Tem Barrentine
26184	02/08/2022	02/08/2022	4135	Tacoma Screw Products Inc	11.59	P#64 3/4" Finished Hex Full Nuts for Donor Benches
	594 76 62 03	Buildings & Structures	301 000 594	Park Bond Capit:	11.59	P#64 3/4" Finished Hex Full Nuts for Donor Benches
26277	02/08/2022	02/08/2022	4322	Tacoma, City of - POWER	929.42	Power - Various Locations - Jan 2022
	535 80 47 01	Utility Services/Pumping	430 000 535	Sewer Fund (de	131.02	Alameda Lift Station - Jan 2022
	571 10 47 00	Public Utility Services	001 000 571	General Fund	798.40	555 Contra Costa - Jan 2022
26289	02/08/2022	02/08/2022	4139	Tapco Visa Card	150.00	Gov360 Multi-Rater Assessment - City Manager
	513 10 49 02	Dues,Memberships,Subscrip:	001 000 513	General Fund	150.00	Gov360 Multi-Rater Assessment - City Manager
26242	02/08/2022	02/08/2022	9965	Tommaney, Theresa	14.10	Juror Pay/Mileage - Case #1A0254376
	512 50 49 03	Juror Costs	001 000 512	General Fund	14.10	Juror Pay/Mileage - Case #1A0254376
26167	02/08/2022	02/08/2022	4156	Tronson, Lindsay	33.50	Library Reimbursement - 1/2 Year
	572 21 49 00	Library Services	001 000 572	General Fund	33.50	Library Reimbursement - 1/2 Year

ACCOUNTS PAYABLE

City Of Fircrest

Time: 13:39:20 Date: 02/04/2022

As Of: 02/08/2022

Page: 11

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
26292 02/08/2022 02/08/2022 5934			US Bank, City Hall Account	492.91	P Card Purchases Through 1/25/22 - City Hall
511 60 35 00	Small Tools & Equip - Legisl		001 000 511 General Fund	39.60	Zoom Monthly Fee - Jan 2022 (Covid Exp)
511 60 35 00	Small Tools & Equip - Legisl		001 000 511 General Fund	188.61	Laptop Bags and Tags - Council (Covid Exp)
511 60 49 00	Miscellaneous - Legisl		001 000 511 General Fund	17.58	Glass Replacement for Lobby Photo
514 23 49 01	Reg & Tuition - Finance		001 000 514 General Fund	35.00	MRSC Procurement Series Training 2/9/22 - Corcoran
518 10 42 01	Postage - Non-Dept		001 000 518 General Fund	179.00	Passport Postage 1/14/22
518 10 42 01	Postage - Non-Dept		001 000 518 General Fund	8.95	Passport Postage 1/21/22
521 10 49 00	Miscellaneous - Civil Svc		001 000 521 General Fund	24.17	Replacement Charger
26279 02/08/2022 02/08/2022 8483			US Bank, Public Works Dept Account	903.81	P Card Purchases - Through 1/25/22
531 50 31 01	Office Supplies - Storm		415 000 531 Storm Drain	8.03	Ibuprofen (1000ct) , Acetaminophen (500ct)
531 50 35 00	Small Tools & Equip - Storm		415 000 531 Storm Drain	30.33	Electric Stapler, Desk Organizer, USB Drives
531 50 49 04	Reg & Tuition - Storm		415 000 531 Storm Drain	369.00	Certified Erosion & Sediment Control Training
534 10 31 00	Office Supplies - Water		425 000 534 Water Fund (de	8.04	Ibuprofen (1000ct) , Acetaminophen (500ct)
534 10 35 00	Small Tools & Equip - Water		425 000 534 Water Fund (de	30.33	Electric Stapler, Desk Organizer, USB Drives
534 10 49 03	Dues,Member,Sub - Water		425 000 534 Water Fund (de	168.00	Waterworks Renewal - Davis, Marzano, Parsons, Wakefield
535 10 31 00	Office Supplies - Swr Admin		430 000 535 Sewer Fund (de	8.04	Ibuprofen (1000ct) , Acetaminophen (500ct)
535 10 35 00	Small Tools-Swr Admin		430 000 535 Sewer Fund (de	30.32	Electric Stapler, Desk Organizer, USB Drives
542 30 31 01	Office Supplies - Street Reg		101 000 542 City Street Fund	8.03	Ibuprofen (1000ct) , Acetaminophen (500ct)
542 30 35 00	Small Tools & Equip-St Reg		101 000 542 City Street Fund	30.32	Electric Stapler, Desk Organizer, USB Drives
548 65 48 12	O & M - Street		501 000 548 Equipment Rent	103.40	Snow Plow Bench Markers
594 76 62 03	Buildings & Structures		301 000 594 Park Bond Capit	109.97	Steel for Bench Plaque
26260 02/08/2022 02/08/2022 8484			US Bank, Recreation Dept Account	1,085.11	P Card Purchases Through 1/25/22
573 90 49 01	Community Events		001 000 573 General Fund	44.12	Lights of Fircrest LED Necklaces (40)
573 90 49 01	Community Events		001 000 573 General Fund	32.97	3 ea - 100pc Green Drawstring Bags and Candy Mesh Gift Bags for Medallion Madness
573 90 49 01	Community Events		001 000 573 General Fund	24.09	Clear Resealable Poly Bags for Treats for Medallion Madness
573 90 49 01	Community Events		001 000 573 General Fund	25.30	Car Show Poster
573 90 49 01	Community Events		001 000 573 General Fund	267.32	(10) 2lb Bags of Half Dollar Chocolate Gold Coins for Medallion Madness
573 90 49 01	Community Events		001 000 573 General Fund	245.06	New Electric Custom Branding Iron for Community Events
573 90 49 01	Community Events		001 000 573 General Fund	241.92	Volunteer Swag for Events - Chunky Patch Hats (16)
573 90 49 01	Community Events		001 000 573 General Fund	18.51	Thank You Cards for Volunteers
573 90 49 01	Community Events		001 000 573 General Fund	26.39	Natural Wood Circles with Bark for Coasters for Medallion Madness
573 90 49 01	Community Events		001 000 573 General Fund	13.95	Postage to Return Old Branding Iron For Free Repairs

ACCOUNTS PAYABLE

City Of Fircrest

Time: 13:39:20 Date: 02/04/2022

As Of: 02/08/2022

Page: 12

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
573 90 49 01	Community Events		001 000 573 General Fund	62.97	(2) 2lb Bags of Half Dollar Chocolate Gold Coins for Medallion Madness
594 76 62 03	Buildings & Structures		301 000 594 Park Bond Capit	82.51	P#64 Dry Box Monthly Rental Fee - Jan 2022
26284 02/01/2022 02/08/2022 6199			Uebelacker, Roberta	270.33	02-02700.0 - 1217 PRINCETON ST
343 10 00 00	Storm Drain Fees & Charges		415 000 340 Storm Drain	-70.34	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-75.15	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-124.84	
26197 02/08/2022 02/08/2022 4179			Unum Life Insurance Company of America	46.80	Retired Benefits - Feb 2022
521 22 20 02	LEOFF I Long Term Care Prer		001 000 521 General Fund	46.80	Retired Benefits - Feb 2022
26217 02/08/2022 02/08/2022 9959			WAPRO	25.00	Annual Membership - 12/1/21-11/30/22 - J Westman
513 10 49 02	Dues,Memberships,Subscrip		001 000 513 General Fund	25.00	Annual Membership - 12/1/21-11/30/22 - J Westman
26291 02/08/2022 02/08/2022 4209			WCMA	325.00	2022 West Coast Regional Conference (3/15-3/18/22) - S Pingel
513 10 49 01	Reg & Tuition - Admin		001 000 513 General Fund	325.00	2022 West Coast Regional Conference (3/15-3/18/22) - S Pingel
26290 02/08/2022 02/08/2022 3645			WEX BANK, Wright Express FSC	730.80	Gas/Fuel - Jan 2022
548 65 31 05	Non-Dept Gas		501 000 548 Equipment Rent	46.22	Gas/Fuel - Jan 2022
548 65 31 08	Police Gas		501 000 548 Equipment Rent	684.58	Gas/Fuel - Jan 2022
26286 02/01/2022 02/08/2022 1808			Walker, Heidi	39.37	03-01570.3 - 417 BOWES DR
343 10 00 00	Storm Drain Fees & Charges		415 000 340 Storm Drain	-3.12	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-75.05	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	38.80	
26170 02/08/2022 02/08/2022 9311			Watt, Alexis	67.00	Library Reimbursement - 1 Year
572 21 49 00	Library Services		001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
26244 02/08/2022 02/08/2022 9967			Wherry, Deborah	12.93	Juror Pay/Mileage - Case #1A0254376
512 50 49 03	Juror Costs		001 000 512 General Fund	12.93	Juror Pay/Mileage - Case #1A0254376
26195 02/08/2022 02/08/2022 4246			Whistle Workwear	135.97	Work Attire - A Piercy, B Sodon
518 30 49 00	Miscellaneous - Fac/Equip		001 000 518 General Fund	56.56	Work Attire - B Sodon
576 80 49 00	Miscellaneous - Parks		001 000 576 General Fund	79.41	Work Attire - A Piercy

ACCOUNTS PAYABLE

City Of Fircrest

Time: 13:39:20 Date: 02/04/2022

As Of: 02/08/2022

Page: 13

Accts Pay #	Received	Date Due	Vendor	Amount	Memo	
26171	02/08/2022	02/08/2022	6666	Wilhelm, Robert	67.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572	General Fund	67.00	Library Reimbursement - 1 Year
26172	02/08/2022	02/08/2022	1257	Wilson, Phillip	67.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572	General Fund	67.00	Library Reimbursement - 1 Year
26180	02/08/2022	02/08/2022	4247	Wofscoc Inc	11.08	Cap for De-Icer
	542 30 31 02	Oper Supplies - Street Reg	101 000 542	City Street Fund	11.08	Cap for De-Icer
26174	02/08/2022	02/08/2022	5851	Yasenak, Patrick	67.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572	General Fund	67.00	Library Reimbursement - 1 Year

Report Total: 110,319.13

Fund

001 General Fund	53,594.16
101 City Street Fund	16,803.90
301 Park Bond Capital Fund	15,455.05
415 Storm Drain	1,605.21
416 Storm Improvement Fund	1,542.50
425 Water Fund (department)	6,584.78
426 Water Improvement Fund	5,622.48
430 Sewer Fund (department)	2,744.50
501 Equipment Rental Fund	6,366.55

This report has been reviewed by:

REMARKS:

Signature & Title

Date

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Mayor Brett Wittner called the study session to order at 6:00 P.M. and led the pledge of allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Hunter T. George, Joe Barrentine, Nikki Bufford, and Jim Andrews were present.

AGENDA MODIFICATIONS

There were none.

ATTORNEY EVANS COUNCIL BEST PRACTICES DISCUSSION

City Attorney Hillary Evans presented an overview of public record practices to include responding to emails, retention practices, and executive sessions.

CITY COUNCIL/PLANNING COMMISSION JOINT MEETING AGENDA DISCUSSION

Administrative Services Director Westman provided an overview of the City Council and Planning Commission Joint meeting agenda. Westman presented several topics for the joint meeting agenda to include through lots, community outreach ideas, and housing affordability. Discussions included housing affordability data, distinguishing roles between the City Council and the Planning Commission, and the purpose of the joint meeting. There was a consensus to keep all the agenda items for the joint meeting.

CLAREMONT TRAFFIC DISCUSSION

City Manager Pingel briefed the council on the City's progress for Claremont Street. Pingel stated that the City has reached out to engineering firms, local engineers, and jurisdictions. It was concluded that a traffic study is not necessary due to low traffic volume and accident data. Claremont Street is made up of several unique characteristics. It has a long stretch of uninterrupted road, steep downgrades, and dead-ends at a house driveway. City staff suggested a neighborhood traffic calming circle as a possible option. Discussions included implementing rumble strips, utilizing warning signs, enhancing the stop sign, conducting a traffic study, and community outreach.

Wittner invited public comment;

- Jason Stonefield, 1211 Buena Vista Ave, commented on speed tables and asked for an update on the investigation.

Acting Police Chief Celis stated that he did not have information that he could release on the investigation. Public Works Director Bemis stated that speed tables are an option.

ADJOURNMENT

Viafore MOVED to adjourn the meeting at 7:11 P.M., seconded by Barrentine. The Motion Carried (7-0).

Brett L. Wittner, Mayor

Jayne Westman, City Clerk

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Mayor Brett Wittner called the regular meeting to order at 7:00 P.M. and led the Pledge of Allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Joe Barrentine, Nikki Bufford, and Jim Andrews were present. Councilmember Hunter T. George was absent and excused.

PRESIDING OFFICER’S REPORT

A. UP Schools Levy Presentation, Tacoma Schools Levy Presentation

University Place School District Superintendent Jeff Chamberlin and Tacoma Public Schools Superintendent Carla Santorno provided an overview of the February 8th special election education tax replacement levies.

B. Liaison Assignments

Wittner read into the record the 2022 Council Liaison Assignments. They are as follows:

Public Safety & Court – Councilmember Viafore

Finance, IT, & Facilities – Councilmember Reynolds

Parks & Recreation – Councilmember George

Administration- Councilmember Bufford

Street, Water, Sewer, & Storm – Councilmember Barrentine

Planning & Building – Councilmember Andrews

C. Community Center and Pool Project

Parks & Recreation Director Grover reported that the parking lot paving is scheduled to occur this week. The interior of the building is being cleaned, and furniture will be delivered by the end of the week. The ceiling and wall acoustical panels are being installed. Kassel has tentatively planned for January 31st as the substantial completion date. Barrentine asked for an update on the Daddy and Daughter Dance. Grover stated that the Parks & Recreation staff is looking at venue options to host the event.

CITY MANAGER COMMENTS

City Manager Pingel briefed the Council on committees that gained interest. Pingel commented that the City would like recommendations and feedback on establishing a centennial committee for the year 2025 celebration and a holiday tree committee. Viafore commented that he would like to discuss options with Mayor Wittner on appointing committees.

Pingel reported that June 19th is recognized as a federal and state holiday and the City would like feedback on adopting it as a holiday. Viafore commented that he would be in favor of an additional floating holiday. There was a consensus to adopt June 19th as a holiday.

Pingel reported that the City’s Rental Assistance Program has had few applications come in since November 2021. The City would like to receive feedback on the continuation of the program. There was a brief discussion on the necessity and public outreach of the program. **Viafore MOVED to continue the Rental and Utility Assistance Program to February 28, 2022; seconded by Andrews.** Wittner invited Council comment; Bufford requested that Council revisit this program before February 28th. Barrentine commented that new outreach ideas may be helpful. Viafore commented that the program can be reopened, new outreach ideas will be considered and the intent to close the program is to assist the finance department with their audit. Wittner invited public comment;

- Yolonda Brooks, 6464 19th St W Apt #C, commented on the Rental Assistance Program and suggested hosting a virtual assistance workshop.

The Motion Carried (6-0).

DEPARTMENT HEAD COMMENTS

- Parks & Recreation Director Grover reported that City Manager Pingel and himself conducted public outreach for the new readerboard.
- Finance Director Corcoran reported that finance is closing out the 2020 audit and the exit conference will be held on January 31st.

COUNCILMEMBER COMMENTS

- Viafore asked about the census data. Pingel stated that staff can present it to Council if needed.
- Reynolds provided a COVID-19's Omicron update.
- Barrentine; no comment.
- Bufford commented on her gratitude for the education tax levy presentation.
- Andrews requested a study session for the pool over time and would like to see the City make continued efforts towards transparency.
- Wittner; no comment.

PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

Wittner invited public comment;

- Vincent Navarre, 1205 Del Monte Ave, commented that he does not support the COVID-19 updates from Council.
- Yolonda Brooks, 6464 19th St W Apt #C, congratulated councilmember liaison assignments, commented on highlighting businesses, the new readerboard's lamination, approved of the floating holiday and asked Parks & Rec staff to consider hosting events for June 19th and indigenous people holidays. Brooks asked who is the SSHAP representative and also wanted to bring awareness to Executive Order 22-02. She stated that she is organizing an ADA committee. Her contact information is Brooksy@wsdot.wa.gov. Wittner stated that Councilmember George is the SSHAP representative and Pingel stated that the new readerboard is dimmable.

COMMITTEE, COMMISSION, AND LIAISON REPORTS

A. Parks & Recreation

None were provided.

B. Pierce County Regional Council

Reynolds commented that there are board vacancies for PSRC.

C. Public Safety, Courts

None were provided.

D. Street, Water, Sewer, and Storm Drain

None were provided.

E. Other Liaison Reports

None were provided.

CONSENT CALENDAR

Wittner requested the City Clerk read the Consent Calendar: approval of Voucher No. 217551 through Voucher Check No. 217597 in the amount of \$389,750.87; approval of Payroll electronic funds transfer in the amount of \$124,283.46; approval of the January 11, 2022, Regular Meeting minutes. **Viafore MOVED to approve the Consent Calendar as read; seconded by Barrentine. The Motion Carried (6-0).**

PUBLIC HEARING

Wittner opened the public hearing at 8:09 P.M. City Manager Pingel briefed the Council on the proposed new solid waste rate adjustments stating that the purpose of the public hearing was to receive comments on rate adjustment. Wittner invited councilmember comments; there were none. Wittner invited public testimony; there were none. Wittner closed the public hearing at 8:12 P.M.

UNFINISHED BUSINESS

There was none.

NEW BUSINESS

A. Resolution No 1753: Approval Pandemic Deferred Payment Plan

Pingel briefed the Council on Grovener Inslee’s Proclamation 20-23.6 that establishes guidance for utility providers to help those experiencing financial hardship. The City is currently assessing late fees and with the approval of the payment plan, utility customers can make deferred payment plan arrangements without incurring late fees. **Viafore MOVED to adopt Resolution No. 1753, adopting the City of Fircrest Pandemic Deferred Payment Plan; seconded by Bufford.** Wittner invited councilmember comment; none were provided. Wittner invited public comment; none were provided. **The Motion Carried (6-0).**

CALL FOR FINAL COMMENTS

Viafore commented that in the future when adding paid holidays, the City should refer to the union’s collective bargaining agreements.

EXECUTIVE SESSION

At 8:22 P.M., Wittner reported that the Council would take a five minute recess and convene into Executive Session, not to exceed 30 minutes, to consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price pursuant to RCW42.30.110(1)(b). Wittner noted that City Manager Pingel would be joining Council in the Executive Session. Wittner noted that no further action would take place other than adjournment.

Councilmember George joined the Executive Session at 8:27 P.M.

At 8:44 P.M., Wittner reported that the Executive Session will be extended for an additional 30 minutes. The Council reconvened into regular session at 9:24 P.M.

ADJOURNMENT

Reynolds MOVED to adjourn the meeting at 9:25 P.M., seconded by Barrentine. The Motion Carried (7-0).

Brett Wittner, Mayor

Jayne Westman, City Clerk

CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL

Mayor Brett Wittner called the special meeting to order at 6:00 P.M. and led the pledge of allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Hunter T. George, Joe Barrentine, Nikki Bufford, and Jim Andrews were present. Planning Commissioners Kathy L. McVay, Andrew Imholt, Shirley Schultz, and Ben Ferguson were present. Commissioner Sarah Hamel was absent and excused.

INTRODUCTIONS

Councilmembers, planning commissioners, City Manager Pingel, Administrative Services Director Westman, Principal Planner Jeff Boers, and Permit Coordinator Cappiello introduced themselves.

THROUGH-LOTS DISCUSSION

Westman briefed the Council and Planning Commission on the through-lot timeline and background information. Discussion was held on continuing conversations for future planning issues, intent of variances, parking issues and processes taken by staff for consideration. There was a consensus to cease staff time on through-lots due to its complexity and low resident involvement and interest.

COMMUNITY ENGAGEMENT DISCUSSION

Westman presented community engagement and opportunities for better understanding the Fircrest community. Ferguson briefed the Council and Planning Commission on using community engagement as a fact-finding tool for housing affordability and density. Discussions were held on objectivity, training, using social media/town topics, holding community meetings in popular settings, direct mailers, and creating biography on the planning commissioners.

HOUSING AFFORDABILITY DISCUSSION

Westman briefed the Council and Planning Commission on housing affordability relating to the City of Fircrest. Discussions were held on permitting processes and fees, utility affordability, focusing on Mildred property, and income disparities. There was a brief discussion on the City's comprehensive plan housing element update.

ADJOURNMENT

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

Brett L. Wittner, Mayor

Jayne Westman, City Clerk

CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL

Mayor Brett Wittner called the special meeting to order at 6:00 P.M. and led the pledge of allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Hunter T. George, Joe Barrentine, Nikki Bufford, and Jim Andrews were present. Planning Commissioners Kathy L. McVay, Andrew Imholt, Shirley Schultz, and Ben Ferguson were present. Commissioner Sarah Hamel was absent and excused.

INTRODUCTIONS

Councilmembers, Planning Commissioners, City Manager Pingel, Administrative Services Director Westman, Principal Planner Jeff Boers, and Permit Coordinator Cappiello introduced themselves.

THROUGH-LOTS DISCUSSION

Westman briefed the Council and Planning Commission on the through-lot timeline and background information. Discussion was held on continuing conversations for future planning issues, intent of variances, parking issues and processes taken by staff for consideration. There was a consensus to cease staff time on through-lots due to its complexity and low resident involvement and interest.

COMMUNITY ENGAGEMENT DISCUSSION

Westman presented community engagement and opportunities for better understanding the Fircrest community. Ferguson briefed the Council and Planning Commission on using community engagement as a fact-finding tool for housing affordability and density. Discussions were held on objectivity, training, using social media/town topics, holding community meetings in popular settings, direct mailers, and creating biography on the planning commissioners.

HOUSING AFFORDABILITY DISCUSSION

Westman briefed the Council and Planning Commission on housing affordability relating to the City of Fircrest. Discussions were held on permitting processes and fees, utility affordability, focusing on Mildred property, and income disparities. There was a brief discussion on the City's comprehensive plan housing element update.

ADJOURNMENT

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

Brett L. Wittner, Mayor

Jayne Westman, City Clerk

UNFINISHED BUSINESS: Water Tower Easement Approval

ITEM: 12A

FROM: Jayne Westman, Administrative Services Director

UNTABE RECOMMENDED MOTION: I move to untable Resolution No. 1751.

RECOMMENDED MOTION: I move to adopt Resolution No. 1751, 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 as no easements could be found. At the January 11, 2022, meeting, the Council asked staff to look in the records to ensure that there is not an easement already in place. Staff did find a copy of an easement from 1996 but it was never recorded; staff cannot locate the original. Of note in the 1996 easement, the City is obligated to pay its pro-rata share of maintenance for the easement; the new easement requires the Church to pay all maintenance costs and specifies asphalt roadway.

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. Staff did add further language defining the level of maintenance for the easement.

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 senior housing development, now called "the Lookout." The City of Fircrest is a 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](#)
[New Easement Agreement – Redline](#)

[New Easement Agreement - Final](#)
[1996 Easement Agreement](#)
[Aerial Map](#)

**CITY OF FIRCREST
RESOLUTION NO. 1751**

**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 to 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 8th day of February, 2022.


APPROVED:

Brett L. Wittner, 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 Exhibits 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.

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, to include asphalt surfacing and remain free from vegetation that impedes vehicular access. To the extent any other access easements between these parcels have been executed, †This Easement supersedes and replaces the easement executed by Gospel Tabernacle of the Christian and Missionary Alliance (predecessor to Grantor) and the City of Fircrest on May 14, 1998, and any other these agreementseasement executed related to the Easement Area.

2.

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.

4.5. 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.

5.6. 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.

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

7.8. 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 _____, 2022.

GRANTOR:

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

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

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

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, to include asphalt surfacing and remain free from vegetation that impedes vehicular access. This Easement supersedes and replaces the easement executed by Gospel Tabernacle of the Christian and Missionary Alliance (predecessor to Grantor) and the City of Fircrest on May 14, 1998, and any other easement executed related to the Easement Area.

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 _____, 2022.

GRANTOR:

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

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

GRANTEE:

The City of Fircrest,
a municipal corporation

By: _____
Name: _____
Title: _____

State of Washington

County of _____

On this _____ day of _____, 2022, 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;

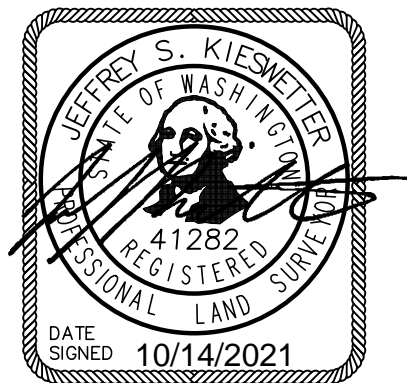
THENCE Southwesterly along the arc of a curve concave to the Northwest, having a radius of 240.51 feet, through a central angle of 17°53'01", and an arc length of 75.07 feet to the East line of said margin;

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

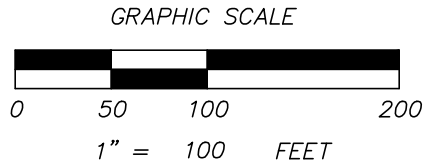
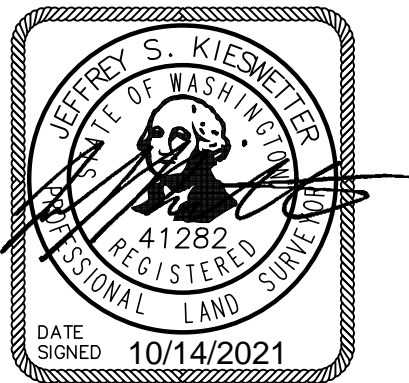
APN
 0220122008
 TOWN OF
 FIRCREST

CURVE TABLE

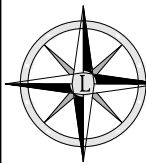
CURVE	DELTA	RADIUS	LENGTH
C5	35°28'35"	69.92'	43.29'
C6	43°06'08"	37.17'	27.96'
C7	39°59'42"	24.64'	17.20'
C8	77°33'03"	16.76'	22.69'
C9	17°53'01"	240.51'	75.07'

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

GRANT OF EASEMENT
AND
MAINTENANCE AGREEMENT

THIS AGREEMENT, is made by and between the Gospel Tabernacle of the Christian and Missionary Alliance, a Washington non-profit corporation ("Grantor") and the City of Fircrest ("Grantee") and is effective as of this 14th day of May, 1996. W.D.B.

In consideration of the mutual covenants set forth herein Grantor hereby establishes the Easement legally described below, subject to the following terms and conditions:

1. Property. The Easement created herein shall run with the land and shall benefit and burden the real property legally described on Exhibit A attached hereto and incorporated herein by this reference (the "Fircrest Property"). The Property is comprised of a single parcel owned by the City of Fircrest.
2. Easement. Grantor hereby grants and establishes a perpetual and exclusive easement over the real property legally described on Exhibit B attached hereto and incorporated herein by this reference (the "Easement").
3. Purpose. The Easement shall be for and used as a road for ingress and egress to and from the Fircrest Property in order to service and maintain Fircrest's water tank(s) and tower located on the Fircrest Property.
4. Road Improvements and Utilities. In a separate agreement, Eagle Hardware & Garden, Inc. ("Eagle") has agreed to construct South 25th Street (a thirty-six (36) foot wide paved street) and the access road leading from South 25th Street to the Fircrest Property as depicted in Exhibit C.
5. Maintenance. Fircrest shall be responsible for all maintenance and repair of the improvements constructed in the portion of the Easement that serves the Fircrest Property exclusively. Fircrest and the Grantor will share the maintenance costs for the remaining portion of the Easement that is not dedicated as a public street on a pro rata basis based on the proportionate share of the Church's and Fircrest's vehicle traffic that use this portion of the Easement.
6. Dispute Resolution and Attorney Fees. If a dispute arises under this Agreement, The Church and Fircrest agree to attempt to informally resolve the dispute. If the dispute cannot be resolved by the parties, the parties agree to submit the dispute to Judicial Arbitration & Mediation Services, Inc. (J.A.M.S.) for arbitration.

-1-
64.

EXHIBIT D

If by reason of any breach by a party to this Agreement it becomes necessary to employ an attorney, the party found in breach shall pay the other party's reasonable attorney fees and costs. In the event that a party to this Agreement should attempt to enforce this Agreement or any terms of this Agreement through legal action, the prevailing party shall be entitled to recover its costs and reasonable attorney fees.

7. Successors, Assignees, and Permittees. This Agreement shall be binding upon and shall inure to the benefit of the successors, assigns, and transferees of the parties as well as the parties.

8. Entire Agreement. This Agreement constitutes the complete agreement between the Church and Fircrest. There are no terms, obligations, covenants or conditions other than those contained herein.

IN WITNESS WHEREOF, this agreement is executed as of the day and year first above written.

GRANTOR:

Gospel Tabernacle of the
Christian and Missionary
Alliance

By:
Its:

Howard Bales
Board Chairman

GRANTEE:

City of Fircrest

By:
Its:

[Signature]
City Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that Thomas L. Bailey is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Grand Chairman of the Gospel Tabernacle of the Christian and Missionary Alliance to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 14, 1996



Esther K. Wadsworth
(Signature)

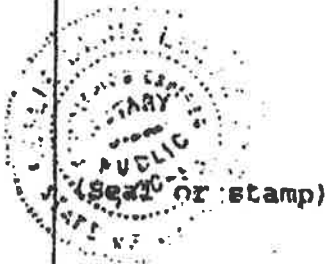
Esther K. Wadsworth
(Name legibly printed or stamped)

Notary Public in and for the State of Washington, residing at Tacoma
My appointment expires 6-27-99.

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that Dennis L. Richards is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of the City of Fircrest to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 30, 1996



Leslie Diane Lomax
(Signature)

Leslie Diane Lomax
(Name legibly printed or stamped)

Notary Public in and for the State of Washington, residing at Spanaway
My appointment expires 5-20-99.

EXHIBIT A
[Legal Description of the Fircrest Property]

Beginning at the Northeast corner of the North half of the Southwest quarter of the Southwest quarter of the Northwest quarter of Section 12 Township 20 North, Range 2 East of the N.M.; thence South 150 feet; thence West 150 feet; thence North 150 feet; thence East 150 feet to the point of beginning.

May 2, 1996
File #19399/6

"EXHIBIT B"

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 2 EAST WILLAMETTE MERIDIAN CITY OF TACOMA, PIERCE COUNTY, WASHINGTON AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

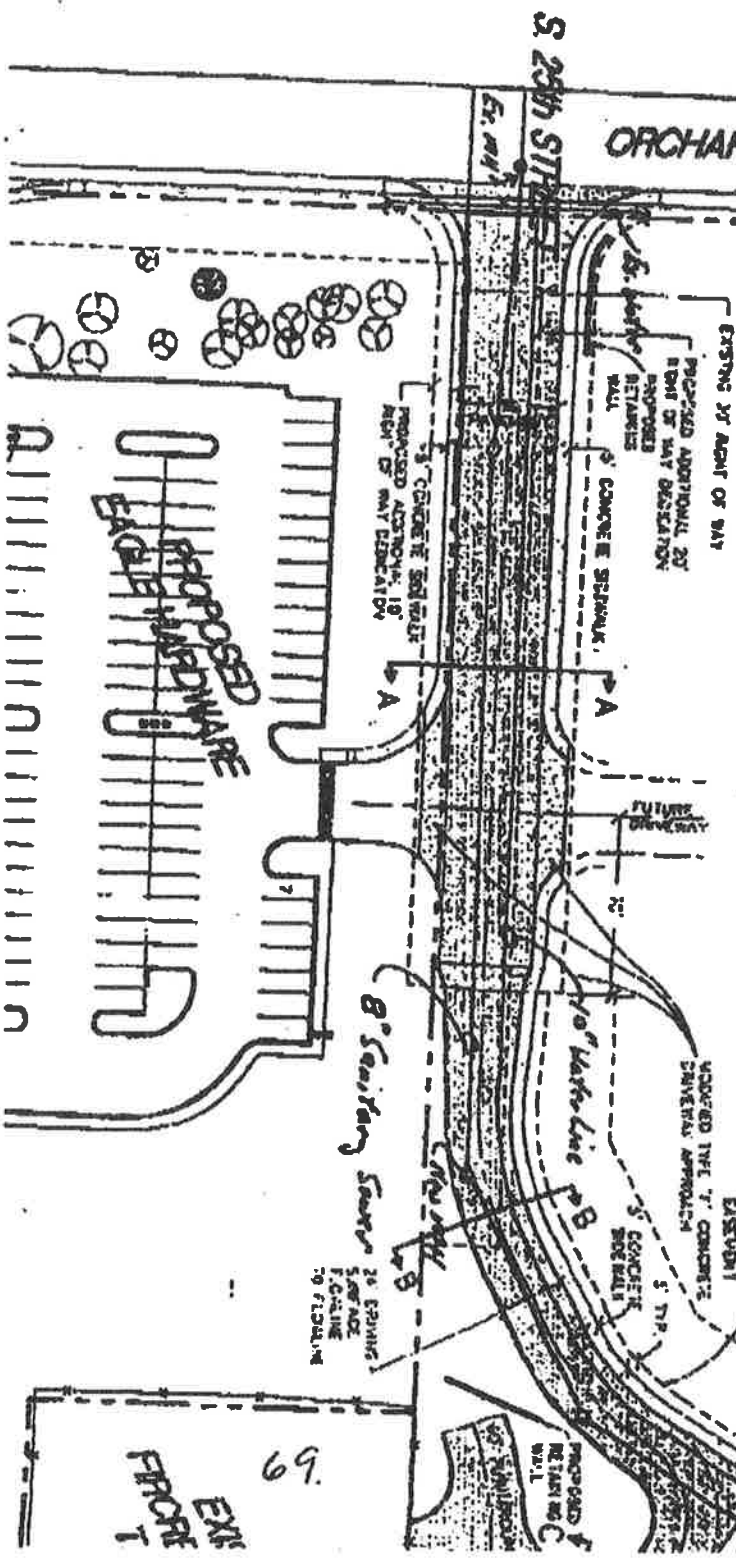
COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 12: THENCE NORTH $01^{\circ}48'19''$ EAST ALONG THE WEST LINE OF SAID SECTION 663.35 FEET; THENCE SOUTH $87^{\circ}53'35''$ EAST 348.97 FEET TO THE POINT OF BEGINNING; THENCE NORTH $02^{\circ}06'25''$ EAST 45.53 FEET; THENCE SOUTH $83^{\circ}46'00''$ EAST 42.45 FEET TO THE BEGINNING OF A 102.50 FOOT RADIUS CURVE, CONCAVE NORTHERLY; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $28^{\circ}17'25''$ FOR A DISTANCE OF 50.61 FEET; THENCE NORTH $63^{\circ}49'00''$ EAST 36.45 FEET TO THE BEGINNING OF A 82.50 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $30^{\circ}26'44''$ FOR A DISTANCE OF 43.84 FEET; THENCE NORTH $33^{\circ}22'16''$ EAST 51.00 FEET; THENCE SOUTH $56^{\circ}37'44''$ EAST 55.50 FEET TO THE BEGINNING OF A 51.00 FEET RADIUS CURVE, CONCAVE SOUTHWESTERLY; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $71^{\circ}26'08''$ FOR A DISTANCE OF 63.59 FEET; THENCE SOUTH $14^{\circ}11'18''$ WEST 55.86 FEET TO THE BEGINNING OF A 37.00 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $12^{\circ}04'53''$ FOR A DISTANCE OF 7.80 FEET; THENCE NORTH $87^{\circ}53'35''$ WEST 238.48 FEET TO THE POINT OF BEGINNING.



logole/MPN/dan

SOUTH 25TH STREET ACCESS EXHIBIT 'C'

CHURCH PROPERTY



JOB # 1039077
5/2/06

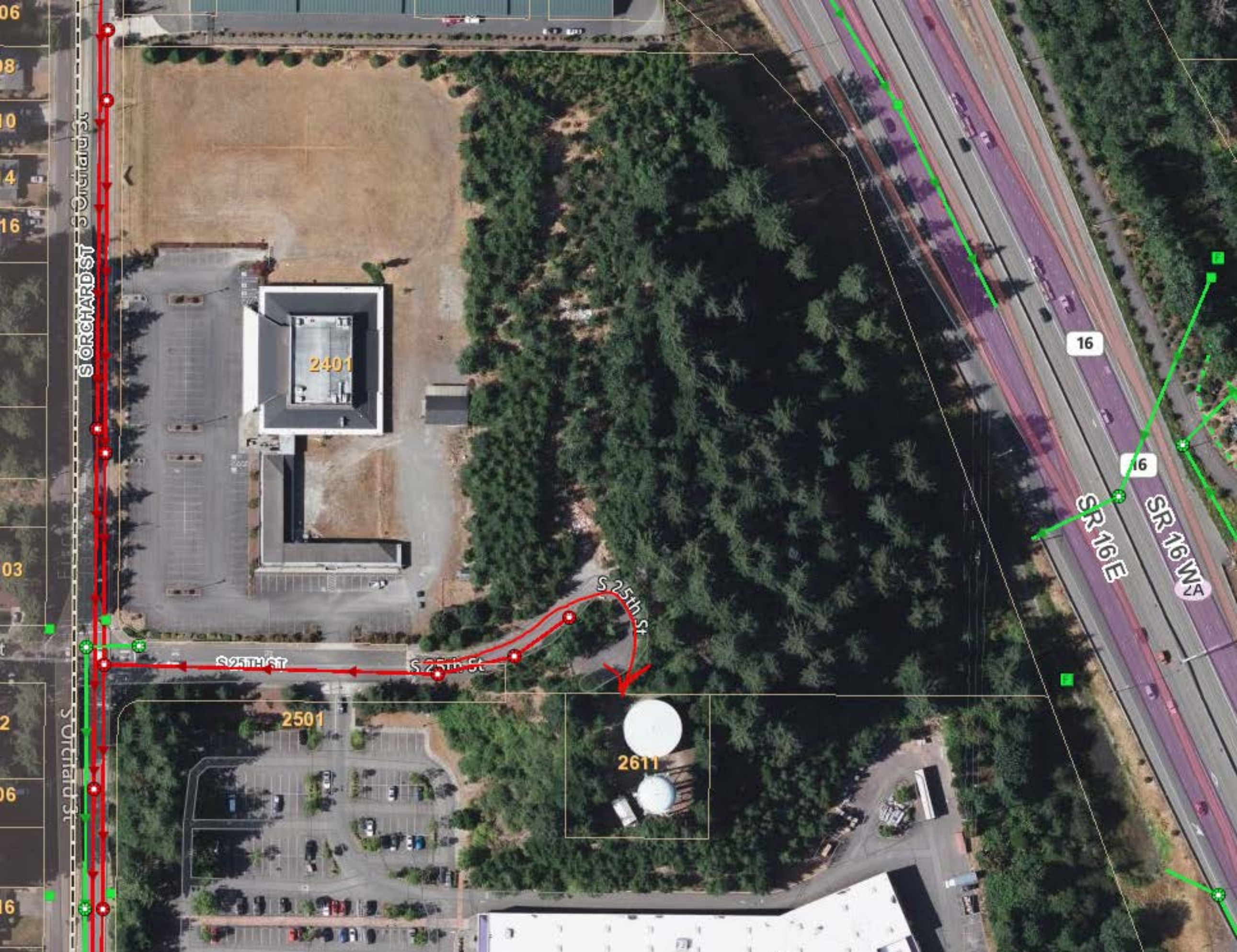
SECTION A - A

SECTION B - B

SECTION C - C



69
EXIT FRONT



S ORCHARD ST

2401

S 25th St

S 25th St

S 25th St

16

16

SR 16 E

SR 16 W

2501

2611

S ORCHARD ST

NEW BUSINESS: Proposed Solid Waste Rate Adjustment
ITEM 13A.

FROM: Scott Pingel, City Manager

RECOMMENDED MOTION: I move to adopt Ordinance No. _____, amending Ordinance No. 1670 and Fircrest Municipal Code 6.08.130 relating to the schedule of rates and charges for solid waste collection.

PROPOSAL: The Council is being asked to approve the proposed ordinance setting new solid waste rates due to the disposal fee adjustment, the annual CPI adjustment, and the recycling commodity surcharge adjustment. The rate adjustment is per the City’s contract with Westside Disposal, which includes a disposal fee based on the LRI rate, the June to June CPI-U, and a recycling commodity surcharge. For 2022, the disposal fee decreased by \$2.06 per ton or 1.22%. The June to June CPI-U is 5.5%. And the recycling commodity surcharge increased by .09%. Below, under Fiscal Impact, is a snapshot of the overall effect on our solid waste rates.

FISCAL IMPACT:

Garbage Service Level	Pickup Frequency	Current Rate 3-1-21	Proposed Rate 3-1-22	Adjustment Amount	Adjustment Percent	Recycling Commodity Surcharge 4.06%
12 gal Toter	1x/week	\$18.59	\$19.31	\$0.72	3.9%	\$0.78
24 gal Toter	Every other wk	\$17.28	\$17.94	\$0.66	3.8%	\$0.73
64 gal Toter	Every other wk	\$31.32	\$32.40	\$1.08	3.5%	\$1.31
1 Yard Container	1x/week	\$111.30	\$114.14	\$2.84	2.5%	\$4.63

ADVANTAGE: The proposed rate adjustment is pursuant to and complies with the City’s contract with Westside Disposal.

DISADVANTAGES: Customers will be paying increased costs for solid waste collection per the rate.

ALTERNATIVES: None. These costs are pursuant to contract and ordinance language and, therefore, there are no alternatives.

HISTORY: The City has had a longstanding relationship with Westside Disposal for refuse services. The current contract commenced in 1998 for a period of 24 years terminating in 2022.

- 2012 – CPI waiver, providing for bulky waste, limiting no-charge yard waste toters to 3.
- 2013, 2014 and 2015 – CPI residential increase to Westside Disposal contract.
- 2016 – CPI increase waived.
- 2017 – CPI residential increase to Westside Disposal contract.
- 2018 – CPI residential increase to Westside Disposal contract.
- 2019 – CPI residential increase to Westside Disposal contract.
- 2020 - CPI residential increase to Westside Disposal contract.
- 2021 – CPI increase along with various contract adjustments.

ATTACHMENTS: [Ordinance](#)
[Westside Disposal Letter](#)
[June to June CPI-U](#)
[LRI 2022 Tipping Fee](#)
[Schedule 1 Rate Worksheet](#)
[Schedule 2 Commodity Calculations](#)
[Schedule 3 Schedule ‘A’ Rates](#)

**CITY OF FIRCREST
ORDINANCE NO. ____**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AMENDING SECTION 1 OF ORDINANCE
NO. 1670 AND FIRCREST MUNICIPAL CODE 6.08.130 RELATING TO
THE SCHEDULE OF RATES AND CHARGES FOR SOLID WASTE
COLLECTION.**

WHEREAS, the City entered into a contract with Westside Disposal, Inc. (“Westside Disposal”) on June 1, 1998 and has since approved six amendments thereto, including those identified in the February 9, 2021 approval of Resolution No. 1790; and

WHEREAS, the City’s contract with Westside Disposal includes a disposal fee based on the LRI rate, the June to June CPI-U, and a recycling commodity surcharge; and

WHEREAS, for 2022, the disposal fee decreased by \$2.06 per ton or 1.22%, the June to June CPI-U is 5.5%, and the recycling commodity surcharge increased by .09%; and

WHEREAS, the City Council has determined it is in the best interest of the City to amend the City’s rates, contained in Ordinance 1670 and Fircrest Municipal Code Section 6.08.130, to accommodate those rate changes;

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF FIRCREST DOES
ORDAIN AS FOLLOWS:**

Section 1. Section 1 of Ordinance 1670 and Section 6.08.130 FMC are hereby amended to read as follows:

6.08.130 Schedule of Rates and Charges

Charges shall be made in accordance with the following schedule, which is adopted as the schedule of rates and charges for solid waste collection, as billed on a monthly basis for weekly, or as otherwise specified, pickup. Rates are shown below both with and without taxes. Taxes shall be listed separately on billing statement and shall be applied to all rates. It shall be understood that the rates without taxes shall be shown on billing statement and that some rounding may occur when taxes are added.

<u>Type of Service</u>	<u>Pick-up Frequency</u>	<u>MONTHLY RATE without Taxes</u>
Garbage toter rates below include up to: 3 Yard Waste and 1 Recycling toters.		
12 gal. Garbage Toter, curb	weekly	\$19.31
24 gal. Garbage Toter, curb	every-other week	\$17.94
24 gal. Garbage Toter, curb	weekly	\$28.21
48 gal. Garbage Toter, curb	every-other week	\$25.93
48 gal. Garbage Toter, curb	weekly	\$39.11
64 gal. Garbage Toter , curb	every-other week	\$32.40
64 gal. Garbage Toter, curb	weekly	\$45.83
96 gal. Garbage Toter, curb	weekly	\$59.93

1		
2	<u>Recycling Toter, per unit (does not apply to accounts charged for Multi-family Recycling) Off-curb</u>	
3		\$ 15.83
4	<u>Off-curb Garbage Charge (add to toter rate above) per toter</u>	
5	Up to 50' off-curb	\$ 9.04
	Up to 100' off-curb	\$ 12.87
6	Over 100' off-curb	\$ 18.03
7	32 Gal. Occasional Extra Garbage Tags:	\$ 8.44
8	Yard Waste Toter, 64 or 96 gal., per unit	\$ 4.88
9	Late Payment Fee Minimum	\$ 4.95
10	Customer stop and restart fee:	\$ 14.70
11	Toter redelivery fee	\$ 14.70
12	Return trip charge:	\$ 14.70
13		
14		MONTHLY RATE
15	<u>Special pickups (requiring a special trip), per pickup</u> <u>applies only to every-other week customers</u>	<u>without Taxes</u>
16	12 gal. garbage toter	\$ 16.77
17	24 gal. garbage toter	\$ 18.78
18	48 gal. garbage toter	\$ 22.25
19	64 gal. garbage toter	\$ 27.97
20	96 gal. garbage toter	\$ 36.42
21	64 & 96 gal. yard waste toter	\$ 17.62
22	<u>Extra on-route, off-week pickups (not requiring a special trip), per pickup</u> <u>(applies only to every-other week customers)</u>	
23	24 gal. garbage toter	\$ 5.38
24	48 gal. garbage toter	\$ 10.13
25	64 gal. garbage toter	\$ 13.44
26	<u>Commercial Containers Service</u>	
27	Monthly charges for regular weekly service – multiply rate times number of pickups per week (limited to 5 pickups per week)	
28	1 cubic yard	\$ 114.14
29	1.5 cubic yard	\$ 152.85
30	2 cubic yard	\$ 189.83
31	3 cubic yard	\$ 287.02
	4 cubic yard	\$ 353.96
	6 cubic yard	\$ 533.80
32	<u>Special, Occasional and Return trip Pickups, per pickup</u>	
33	1 cubic yard	\$ 34.39
34	1.5 cubic yard	\$ 44.00

1	2 cubic yard	\$ 53.82
	3 cubic yard	\$ 73.75
2	4 cubic yard	\$ 93.07
	6 cubic yard	\$ 131.03
3		
4	Multi-family recycling charge, per unit: (charged on all multi-family units)	\$ 6.53
5	<u>Special Collection Services</u>	
6	Truck & Driver per hour	\$ 116.09
7	Each additional man:	\$ 49.94

8 **Section 2. Severability.** Should any part of this title be adjudged invalid for any reason, such
9 adjudication shall not affect the validity of this title as a whole or any part thereof.

10 **Section 3. Effective Date.** This Ordinance shall become effective March 1, 2022 after passage,
11 approval, and publication as provided by law.

12 **PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON,** at
13 a regular meeting thereof this 8th day of February 2022.

14 **APPROVED:**

15 _____
16 Brett Wittner, Mayor

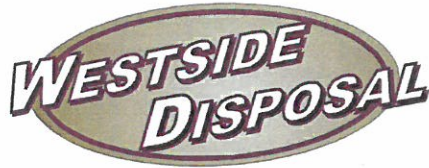
17 **ATTEST:**

18 _____
19 Jayne Westman, City Clerk

20 **APPROVED AS TO FORM:**

21 _____
22 Hillary J. Evans, City Attorney

23
24
25
26
27
28
29
30
31



Westside Disposal Services, Inc.

Scott Pingel, City Manager
City of Fircrest
115 Ramsdell St.
Fircrest, WA 98466

December 28, 2021

Re: Annual Rate Adjustment, disposal site fee adjustment, recycling commodity surcharge, effective 3-1-2022.

Dear Scott:

Enclosed you will find the following:

1. Letter from Pierce County for the disposal fee DECREASE effective March 1, 2022. LRI will LOWER the rates from the current rate of \$168.51 to \$166.45 per ton, a decrease of \$2.06 per ton, or -1.22%.
2. The Sept. – Sept. Consumer Price Index for figuring the Annual Rate Adjustment. The rate this year is 5.5%. After first subtracting out the portion of each rate that is attributed to the prior year disposal fee component, we then multiply the balance times 100% of the CPI as allowed in the contract, resulting in an Annual Cost Of Living Rate Adjustment of 5.5%.
3. An Excel Spreadsheet with the following:
 Schedule 1. – Worksheet showing the effect of disposal site fee and CPI adjustments and how they get applied to each level of service.
 Schedule 2. – Recycling Commodity Surcharge calculations, It changed from 3.97% to 4.06% for 2022.
 Schedule 3. - This shows the new "Schedule A" rates effective March 1, 2022. They are shown without the 8.5% Fircrest Utility Tax and the 3.6% Washington State Refuse Collection Tax.

Rate Sample (Taxes not included)

Garbage Service Level	Pickup Frequency	Current Rate 3-1-21	Proposed Rate 3-1-22	Adjustment Amount	Adjustment Percent	Recycling Commodity Surcharge 4.06%
12 gal garbage Toter	1 X per week	\$18.59	\$19.31	\$0.72	3.9%	\$0.78
24 gal garbage Toter	Every-other wk	\$17.28	\$17.94	\$0.66	3.8%	\$0.73
64 gal garbage Toter	Every-other wk	\$31.32	\$32.40	\$1.08	3.5%	\$1.31
1 Yard Container	1 X per week	\$111.30	\$114.14	\$2.84	2.5%	\$4.63

Please contact us with any questions you may have regarding this. Thank you.

Sincerely,

Neil Holden, Vice President
Westside Disposal Services, Inc.

CONSUMER PRICE INDEXES PACIFIC CITIES AND U. S. CITY AVERAGE JUNE 2021

(All items indexes. 1982-84=100 unless otherwise noted. Not seasonally adjusted.)

MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
				Year ending	1 Month ending					Year ending	1 Month ending	
	Jun 2020	May 2021	Jun 2021	May 2021	Jun 2021	Jun 2021	Jun 2020	May 2021	Jun 2021	May 2021	Jun 2021	Jun 2021
U. S. City Average.....	257.797	269.195	271.696	5.0	5.4	0.9	251.054	263.612	266.412	5.6	6.1	1.1
West.....	274.155	285.793	288.263	4.7	5.1	0.9	265.222	278.472	281.156	5.4	6.0	1.0
West – Size Class A ¹	283.590	293.814	296.099	4.1	4.4	0.8	273.125	285.014	287.244	4.7	5.2	0.8
West – Size Class B/C ²	158.857	166.813	168.425	5.4	6.0	1.0	158.229	167.158	169.071	6.1	6.9	1.1
Mountain ³	107.226	111.939	112.731	5.2	5.1	0.7	107.213	112.790	113.667	6.0	6.0	0.8
Pacific ³	106.277	110.731	111.751	4.5	5.2	0.9	106.221	111.456	112.598	5.2	6.0	1.0
Los Angeles-Long Beach-Anaheim, CA.....	278.121	287.620	289.218	3.9	4.0	0.6	268.118	279.139	280.687	4.5	4.7	0.6
BI-MONTHLY DATA (Published for odd months)	Indexes			Percent Change			Indexes			Percent Change		
				Year ending	2 Months ending					Year ending	2 Months ending	
	May 2020	Mar 2021	May 2021	Mar 2021	May 2021	May 2021	May 2020	Mar 2021	May 2021	Mar 2021	May 2021	May 2021
	Riverside-San Bernardino-Ontario, CA ³	106.899	110.981	113.222	3.6	5.9	2.0	107.490	111.823	113.749	4.1	5.8
San Diego-Carlsbad, CA.....	301.317	315.035	317.141	4.1	5.3	0.7	284.607	298.292	300.413	4.5	5.6	0.7
Urban Hawaii.....	285.834	290.361	296.559	1.8	3.8	2.1	282.857	288.147	294.433	1.9	4.1	2.2
BI-MONTHLY DATA (Published for even months)	Indexes			Percent Change			Indexes			Percent Change		
				Year ending	2 Months ending					Year ending	2 Months ending	
	Jun 2020	Apr 2021	Jun 2021	Apr 2021	Jun 2021	Jun 2021	Jun 2020	Apr 2021	Jun 2021	Apr 2021	Jun 2021	Jun 2021
	Phoenix-Mesa-Scottsdale, AZ ⁴	145.849	150.787	153.672	4.9	5.4	1.9	144.415	149.951	152.744	5.1	5.8
San Francisco-Oakland-Hayward, CA.....	300.032	309.419	309.497	3.8	3.2	0.0	292.420	302.294	304.971	4.1	4.3	0.9
Seattle-Tacoma-Bellevue, WA.....	281.055	290.068	296.573	3.4	5.5	2.2	276.244	286.700	293.607	3.7	6.3	2.4
Urban Alaska.....	225.245	233.519	239.296	4.8	6.2	2.5	224.914	233.438	237.705	5.2	5.7	1.8

1 Population over 2,500,000 2 Population 2,500,000 and under, Dec 1996 = 100 3 Dec 2017=100 4 Dec 2001=100

NOTE: In January 2018, BLS introduced a new geographic area sample for the Consumer Price Index (CPI): www.bls.gov/regions/west/factsheet/2018cpirevisionwest.pdf

1967=100 base year indexes and tables with semiannual and annual average data are available at: www.bls.gov/regions/west/factsheet/consumer-price-index-data-tables.htm

Release date July 13, 2021. The next release date is scheduled for August 11, 2021. For questions, please contact us at BLInfoSF@bls.gov or (415) 625-2270.

September 1, 2021

The Honorable Derek Young
Pierce County Council Chair
930 Tacoma Avenue South
Tacoma, WA 98402

Subject: 2022 Solid Waste Tipping Fee Adjustment

Council Chair Young:

The 2008 Pierce County Waste Handling Agreement (Agreement) contains procedures for enacting annual rate adjustments, with specific steps and timelines outlined in the enclosed *Rate Setting and Services Guidelines (Guidelines)*. As directed by the Executive, the Planning and Public Works Department (Department) reviews and revises the rates annually.

Pursuant to the terms of the Agreement, rate adjustments may take effect administratively. The County Executive, however, is required to notify the County Council of any proposed rate adjustment. This letter serves as that notice.

Rates are calculated to decrease \$2.06 per ton, effective March 1, 2022. Mandatory formulas specified in the Agreement account for a \$1.13 decrease and non-mandatory adjustments account for the decrease of \$0.93. This 1.22% decrease in solid waste tipping fees will reduce a typical household's monthly garbage collection bill by just under \$.10 cents.

No action is required by the Council to implement this decrease. The Council, however, may choose to hold a hearing to determine whether the proposed adjustment is consistent with the inflationary formula and other terms of the Waste Handling Agreement. Department staff can be available should the Council wish to hold a hearing or receive either a formal or informal briefing on this subject.

Enclosed is a chart showing the proposed rate adjustments by component, along with explanations of each component and a comparison with the current rate. Please contact me at (253) 798-8603 if I can be of further assistance in this matter.

Respectfully,



Ryan Dicks,
Sustainability Manager & Sustainable Resources Administrator

Council Chair Young
August 31, 2021
Page 2

Project File: D&DO/WHA/March 2022 Rate Adjustment

Enclosures: Proposed Rates by Component
2022 - 2023 Rate Setting and Services Guidelines

cc: Bruce F. Dammeier, Pierce County Executive
Dan Grimm, Chief Operating Officer
Brian Hardtke, Director of Policy and Deputy Counsel
Jen Tetatzin, Director, Planning and Public Works
Toby Rickman, Deputy Director, Planning and Public Works
Brandon Anderson, Acting Business and Financial Operations Manager
Gary Robinson, Director, Finance Department
E. Cooper Wright, Senior Budget Analyst, Finance Department
Hugh Taylor, Senior Legislative Analyst, Pierce County Council
Rick Johnston, Project Coordinator, Planning and Public Works
Chris Brown, Management Analyst, Planning and Public Works
Kevin Green, Pierce County Recycling, Composting, and Disposal, LLC

PROPOSED RATES BY COMPONENT

Pursuant to the Agreement, the Department has calculated the following changes to solid waste tipping fees for the period March 1, 2022 to February 28, 2023:

Components	Effective Until 2/28/22	Effective Starting 3/1/22	Change
Component A – Transfer Facilities, Recycling, and Transportation	\$50.89	\$52.34	\$1.45
Component B – County Diversion Program	\$35.61	\$31.72	(\$3.89)
Component C – Disposal Services	\$64.58	\$65.89	\$1.31
Component D – Community Solid Waste Reduction and Support Programs	\$2.18	\$1.37	(\$0.81)
County Administrative Cost Component	\$15.25	\$15.13	(\$0.12)
System Base Rate (expressed on a dollars per ton basis)	\$168.51	\$166.45	(\$2.06)
Percentage Decrease			1.22%

Components Explained

Pierce County Recycling, Composting and Disposal LLC d/b/a/ LRI (LRI) retains revenue from three components to operate the regional solid waste handling, disposal, and composting system.

Component A relates to the operation of solid waste transfer stations and recycling facilities; and costs to move waste from remote transfer stations to the LRI Landfill.

Component B is a charge on all solid waste disposal customers that subsidizes LRI’s offering of free yard waste composting to residents and businesses under one ton. Starting in January 2021 loads over one ton were charged a fee set by LRI. These services occur at a County-owned/Company-operated composting facility near Gig Harbor, at Company-owned/operated composting facilities on South Hill and in Thurston County, and as needed, at third party-facilities located outside Pierce County.

Component C funds the disposal of waste in the LRI Landfill.

Component D costs are those deemed by the County as “Solid Waste Reduction and Support Programs.” LRI retains all this revenue with the review and concurrence of Pierce County. For 2019-2020, these include three items:

- Acceptance of debit and credit cards for payment at the transfer stations. (The Agreement allows LRI to recoup costs imposed by the banks and credit processing companies.)
- The pre-purchase of 2,000 tons of disposal capacity used primarily by the Planning and Public Works Department for the disposal of roadside litter.

Council Chair Young

August 31, 2021

Page 4

- The construction of customer-oriented improvements at the Prairie Ridge Transfer Station outside Bonney Lake and at the Purdy Transfer Station outside Gig Harbor and the Key Center Transfer Station. All of these facilities are County owned and operated by LRI.

The County Administrative Cost Component is the portion of rates returned to the Planning and Public Works Department to fund Waste Reduction & Recycling, Environmental Education, and Code Enforcement programs, and to pay an “in-lieu-of-permit” fee to the Tacoma-Pierce County Health Department.

City of Fircrest - Westside Disposal Contract

Schedule 'A' Rates effective 3-1-2022

Garbage, Recycling and Yard Waste Collection

		Monthly
		Base
		Rates
		Without
		Taxes*
		Effective
		3/1/2022
Type of Service	Pickup Frequency	
Garbage toter rates below include up to: 3 Yard Waste and 1 Recycling toters.		
12 gal. Garbage Toter, curb	Weekly	\$ 19.31
24 gal. Garbage Toter, curb	Every-other week	\$ 17.94
24 gal. Garbage Toter, curb	Weekly	\$ 28.21
48 gal. Garbage Toter, curb	Every-other week	\$ 25.93
48 gal. Garbage Toter, curb	Weekly	\$ 39.11
64 gal. Garbage Toter, curb	Every-other week	\$ 32.40
64 gal. Garbage Toter, curb	Weekly	\$ 45.83
96 gal. Garbage Toter, curb	Weekly	\$ 59.93
Recycling Toter, per unit (does not apply to accounts charged for Multi-family Recycling)		\$ 15.83
Off-curb Garbage Charge (add to toter rate above) per toter		
Up to 50' off-curb		\$ 9.04
Up to 100' off-curb		\$ 12.87
Over 100' off-curb		\$ 18.03
32 gal. Occasional Extra Garbage Tags:		\$ 8.44
Yard Waste Toter, 64 or 96 gal., per unit		\$ 4.88
Late Payment Fee Minimum		\$ 4.95
Customer stop and restart fee:		\$ 14.70
Toter redelivery fee		\$ 14.70
Return trip charge:		\$ 14.70
Special pickups (requiring a special trip), per pickup		
12 gal. garbage toter		\$ 16.77
24 gal. garbage toter		\$ 18.78
48 gal. garbage toter		\$ 22.25
64 gal. garbage toter		\$ 27.97
96 gal. garbage toter		\$ 36.42
64 & 96 gal. yard waste toter		\$ 17.62
Extra on-route, off-week pickups (not requiring a special trip), per pickup		
- applies only to every-other week customers		
24 gal. garbage toter		\$ 5.38
48 gal. garbage toter		\$ 10.13
64 gal. garbage toter		\$ 13.44
Commercial Containers (non-compacted)		
Multiply rate X number of pickups per week		
1 yd.	Weekly	\$ 114.14
1.5 yd.	Weekly	\$ 152.85
2 yd.	Weekly	\$ 189.83
3 yd.	Weekly	\$ 287.02
4 yd.	Weekly	\$ 353.96
6 yd.	Weekly	\$ 533.80
Special, Occasional and Return trip Pickups, per pickup		
1 yd.		\$ 34.39
1.5 yd.		\$ 44.00
2 yd.		\$ 53.82
3 yd.		\$ 73.75
4 yd.		\$ 93.07
6 yd.		\$ 131.03
Multi-family recycling charge, per unit:		\$ 6.53
Truck & driver - per hour		\$ 116.09
Each additional man:		\$ 49.94
Recycling Commodity Surcharge - applies to all Base Rates 4.06%		
Fircrest Utility Taxes and Wa. St. Refuse Collection Tax are not included in rates shown, but shall be shown as line items on customer bills.		

Westside Disposal, Inc.

12/18/2021

Schedule 2. -Recycling Commodity Surcharge Calculation for 3-1-22

	12 Months		
	Nov 2019 - Oct 2020		
Customer Revenues	\$	1,267,168.35	100%
Commingled Recycling Charge (amount paid to recycling facility 2019)		-\$50,510.56	-3.99%
Wa. State B&O Tax 1.5%	1.75%	1.7812%	-\$899.68
Requested Surcharge amount		-\$51,410.24	-4.06%

Effect of Surcharge On The Most Common Service

	Rate w/o taxes	Recycling
	3/1/2022	3/1/2022
		Surcharge
		-4.06%
64 Gal Garbage Cart 1X every-other week	\$32.40	-\$1.31

Quantity of Comingled Recycling Customers as Basis for Percent of Commodities Distribution

	U.P. & Fircrest Combined		U.P.		Fircrest	
	Tons		9/23/2020	Tons	9/23/2020	Tons
64 Gal. Recy	2,658		2028		630	
96 Gal. Recy	8,921		6899		2022	
Recycling toter add'l	136		136			
Multi-family recycling	4,070		3535		535	
Totals	15,785		12598		3187	
Percent	100%		79.81%		20.19%	
Commodities Distribution	-\$250,175.45	2598.52	-\$199,664.89	2073.87	-\$50,510.56	524.64

University Place & Fircrest Combined

Comingled Recycling Commodity Revenue

Month & Year	JMK		DTG		Totals	
	Weight	Revenue	Weight	Revenue	Weight (lbs.)	Revenue
Nov-19	409,040.00	(23,775.45)	0	0	409,040	(23,775.45)
Dec-19	439,420.00	(24,695.40)	0	0	439,420	(24,695.40)
Jan-20	497,260.00	(26,914.20)	0	0	497,260	(26,914.20)
Feb-20	372,980.00	(19,488.21)	0	0	372,980	(19,488.21)
Mar-20	405,800.00	(20,675.51)	0	0	405,800	(20,675.51)
Apr-20	430,560.00	(21,883.21)	0	0	430,560	(21,883.21)
May-20	418,640.00	(18,765.54)	0	0	418,640	(18,765.54)
Jun-20	461,680.00	(22,276.06)	0	0	461,680	(22,276.06)
Jul-20	118,880.00	(5,944.00)	338,860	(14,401.55)	457,740	(20,345.55)
Aug-20	-	-	398,600	(16,940.50)	398,600	(16,940.50)
Sep-20	268,130.00	(10,503.99)	182,940	(7,774.95)	451,070	(18,278.94)
Oct-20	454,240.00	(16,136.88)	0	0	454,240	(16,136.88)
Totals	4,276,630.00	(211,058.45)	920400	-39117	5,197,030	(250,175.45)

Month	Customer Revenues	
Nov-19	\$	103,780.76
Dec-19	\$	103,704.33
Jan-20	\$	104,089.42
Feb-20	\$	104,504.99
Mar-20	\$	105,281.64
Apr-20	\$	105,973.60
May-20	\$	106,251.38
Jun-20	\$	105,397.85
Jul-20	\$	106,554.84
Aug-20	\$	107,905.38
Sep-20	\$	105,822.00
Oct-20	\$	107,902.16
Total	\$	1,267,168.35

Total Tons

2,598.52

City of Fircrest - Westside Disposal Contract

Schedule 'A' Rates effective 3-1-2022

Garbage, Recycling and Yard Waste Collection

		Monthly
		Base
		Rates
		Without
		Taxes*
		Effective
		3/1/2022
Type of Service	Pickup Frequency	
Garbage toter rates below include up to: 3 Yard Waste and 1 Recycling toters.		
12 gal. Garbage Toter, curb	Weekly	\$ 19.31
24 gal. Garbage Toter, curb	Every-other week	\$ 17.94
24 gal. Garbage Toter, curb	Weekly	\$ 28.21
48 gal. Garbage Toter, curb	Every-other week	\$ 25.93
48 gal. Garbage Toter, curb	Weekly	\$ 39.11
64 gal. Garbage Toter, curb	Every-other week	\$ 32.40
64 gal. Garbage Toter, curb	Weekly	\$ 45.83
96 gal. Garbage Toter, curb	Weekly	\$ 59.93
Recycling Toter, per unit (does not apply to accounts charged for Multi-family Recycling)		\$ 15.83
Off-curb Garbage Charge (add to toter rate above) per toter		
Up to 50' off-curb		\$ 9.04
Up to 100' off-curb		\$ 12.87
Over 100' off-curb		\$ 18.03
32 gal. Occasional Extra Garbage Tags:		\$ 8.44
Yard Waste Toter, 64 or 96 gal., per unit		\$ 4.88
Late Payment Fee Minimum		\$ 4.95
Customer stop and restart fee:		\$ 14.70
Toter redelivery fee		\$ 14.70
Return trip charge:		\$ 14.70
Special pickups (requiring a special trip), per pickup		
12 gal. garbage toter		\$ 16.77
24 gal. garbage toter		\$ 18.78
48 gal. garbage toter		\$ 22.25
64 gal. garbage toter		\$ 27.97
96 gal. garbage toter		\$ 36.42
64 & 96 gal. yard waste toter		\$ 17.62
Extra on-route, off-week pickups (not requiring a special trip), per pickup		
- applies only to every-other week customers		
24 gal. garbage toter		\$ 5.38
48 gal. garbage toter		\$ 10.13
64 gal. garbage toter		\$ 13.44
Commercial Containers (non-compacted)		
Multiply rate X number of pickups per week		
1 yd.	Weekly	\$ 114.14
1.5 yd.	Weekly	\$ 152.85
2 yd.	Weekly	\$ 189.83
3 yd.	Weekly	\$ 287.02
4 yd.	Weekly	\$ 353.96
6 yd.	Weekly	\$ 533.80
Special, Occasional and Return trip Pickups, per pickup		
1 yd.		\$ 34.39
1.5 yd.		\$ 44.00
2 yd.		\$ 53.82
3 yd.		\$ 73.75
4 yd.		\$ 93.07
6 yd.		\$ 131.03
Multi-family recycling charge, per unit:		\$ 6.53
Truck & driver - per hour		\$ 116.09
Each additional man:		\$ 49.94
Recycling Commodity Surcharge - applies to all Base Rates 4.06%		
Fircrest Utility Taxes and Wa. St. Refuse Collection Tax are not included in rates shown, but shall be shown as line items on customer bills.		

NEW BUSINESS: Department of Commerce Water Meter Grant Contract
ITEM 13B.

FROM: Scott Pingel, City Manager

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute a grant contract with the Washington Department of Commerce for \$165,870 for the Water Meter Replacement Program as approved by the Washington State Legislature through the State Capital Budget.

PROPOSAL: The Council is being asked to authorize the City Manager to execute the grant contract with the Department of Commerce for the \$165,870 secured through the State Capital Budget to help in replacing our water meters with Kamstrup AMI meters.

FISCAL IMPACT: \$165,870 grant towards the replacement of water meters.

ADVANTAGE: The grant supplements our ability to purchase remainder of the new meters.

DISADVANTAGES: None identified.

ALTERNATIVES: None identified.

HISTORY: The City of Fircrest has taken inventory of the water meters throughout the City and found that most are beyond their useful life. The Public Works staff have been replacing meters since 2020 in phases as budget and staffing allowed. The anticipated timeline to replace the meters is 3-4 years. The new meters being installed are Kamstrup meters which are AMI ready. The City was successful in being awarded \$194,000 in the State Capital Budget in 2020 towards this project. This grant helps us shorten the project timeline.

ATTACHMENTS: [Resolution](#)
[Department of Commerce Grant Contract](#)

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 A GRANT CONTRACT WITH THE
WASHINGTON STATE DEPARTMENT OF COMMERCE FOR
\$165,870 FOR THE WATER METER REPLACEMENT PROGRAM
AS APPROVED BY THE WASHINGTON STATE LEGISLATURE
THROUGH THE STATE CAPITAL BUDGET.**

WHEREAS, the City of Fircrest applied for and was successful in being awarded
\$165,870 in the State Capital Budget in 2021 towards the Water Meter Replacement
Program; and

WHEREAS, the City's current water meters are approaching the end of their useful life
and the City has begun installing new Kamstrup AMI meters; and

WHEREAS, the City has committed to replacing all meters with Kamstrup AMI meters,
and these grant funds will help complete the replacement program; and

WHEREAS, accepting grant funds are in the best interest of the City.

**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 grant
agreement with the Washington State Department of Commerce for \$165,870 for the
Water Meter Replacement Program.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, at a regular meeting thereof this 8TH day of February
2022.**

APPROVED:

Brett Wittner, Mayor

ATTEST:

Jayne Westman, City Clerk

APPROVED AS TO FORM:

Hillary J. Evans, City Attorney



Capital Agreement with

City of Fircrest

through

America Rescue Plan Act, State and Local Fiscal Recovery Funds

For

Water Meter Replacement

Start date: July 1, 2021

THIS PAGE INTENTIONALLY LEFT BLANK

TABLE OF CONTENTS

Special Terms and Conditions	1
Face Sheet	1
1. Authority	2
2. Acknowledgement of Federal Funding	2
3. Grant Management	2
4. Period of Performance, Costs Incurred, Reimbursement	2
5. Compensation.....	2
6. Basis For Establishing Real Property Values For Acquisitions Of Real Property Performance Measures	3
7. Expenses	3
8. Indirect Cost.....	3
9. Billing Procedures and Payment	3
10. Subcontractor Data Collection.....	4
11. Historical or Cultural Resources, Human Remains.....	4
12. Audit	4
13. Debarment.....	5
14. Insurance.....	5
15. Compliance with Applicable Law and Regulations	7
16. Federal Exclusion	8
17. Registration With The System For Award Management (SAM).....	8
18. Reduction In Funds.....	8
19. Ownership Of Project/Capital Facilities	8
20. Change Of Ownership Or Use For Grantee-Owned Property.....	8
21. Change Of Use For Leased Property Performance Measure	9
22. Termination For Fraud Or Misrepresentation	9
23. Order of Precedence.....	9
General Terms and Conditions	10
1. Definitions	10
2. Administrative Cost Allocation.....	10
3. Allowable Costs	10
4. All Writings Contained Herein	10
5. Amendments.....	10
6. Americans with Disabilities Act (ADA)	10
7. Approval	10
8. Assignment.....	11
9. Attorney's Fees.....	11
10. Audit	11
11. Certification Regarding Debarment, Suspension or Ineligibility or Ineligibility and Voluntary Exclusion.....	11
12. Code Requirements	12
13. Confidentiality/Safeguarding of Information.....	12
14. Conformance	12
15. Conflict of Interest.....	13
16. Copyright Provisions	13
17. Disallowed Costs	13
18. Disputes.....	14
19. Duplicate Payment.....	14

20.	Governing Law and Venue.....	14
21.	Indemnification.....	14
22.	Independent Capacity of the Grantee.....	15
23.	Industrial Insurance Coverage	15
24.	Laws	15
25.	Licensing, Accreditation and Registration	15
26.	Limitation of Authority	15
27.	Noncompliance With Nondiscrimination Laws	15
28.	Pay Equity.....	15
29.	Political Activities	16
30.	Prevailing Wage Law	16
31.	Procurement Standards for Federally Funded Programs	16
32.	Prohibition Against Payment of Bonus or Commission.....	17
33.	Publicity	17
34.	Recapture	17
35.	Records Maintenance	17
36.	Registration With Department of Revenue	17
37.	Right of Inspection	18
38.	Savings.....	18
39.	Severability	18
40.	Subcontracting.....	18
41.	Survival.....	18
42.	Taxes.....	18
43.	Termination for Cause	18
44.	Termination for Convenience	19
45.	Termination Procedures.....	19
46.	Treatment of Assets.....	20
47.	Waiver	20
48.	Work Hours and Safety Standards.....	20

Attachment A- Scope of Work..... 21

Attachment B- Certification of the Availability of Funds to Complete the Project 22

Attachment C- Certification of The Payment And Reporting of Prevailing Wages.... **Error!
Bookmark not defined.**

Attachment D- Certification of Intent To Enter The Leadership In Energy And Environmental Design (LEED) Certification Process..... 24

**Washington State Department of Commerce
Local Government Division
Community Assistance & Research Unit
ARPA State and Local Fiscal Recovery Funds Grant**

1. Grantee City of Fircrest 115 Ramsdell Street Fircrest, WA 98466		2. Grantee Doing Business As (optional) N/A	
3. Grantee Representative Arlette Burkhart Project Manager 253-238-4128 aburkhart@cityoffircrest.net		4. COMMERCE Representative Lena Moore CAR- ARPA Project Mgr. 360-764-0632 Lena.moore@commerce.wa.gov PO Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
5. Grant Amount \$165,870.00	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date July 1, 2021	8. End Date June 30, 2023
9. Federal Funds (as applicable) \$165,870.00	Federal Agency US Dept. Treasury	ALN (CFDA Number): 21.027	
10. Tax ID # 91-6001431	11. SWV # SVW0007707-02	12. UBI # 278-009-045	13. DUNS # 0248509247
14. Grant Purpose The outcome of this performance-based Grant Agreement is to undertake a legislatively approved project that furthers the goals and objectives of Infrastructure Projects Program as referenced in Attachment A – Scope of Work.			
COMMERCE, defined as the Department of Commerce and Grantee acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Certification of Availability of Funds to Complete the Project, Attachment “C” – Certification of the Payment and Reporting of Prevailing Wages, Attachment “D” – Certification of Intent to Enter LEED Process (if applicable)..			
FOR GRANTEE _____ Scott Pingel, City Manager _____ Date APPROVED AS TO FORM ONLY _____ Hillary J. Evans, City of Fircrest Attorney _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director, Local Government Division _____ Date APPROVED AS TO FORM ONLY  _____ Sandra Adix Assistant Attorney General January 13, 2022 Date	

DECLARATIONS

CLIENT INFORMATION

GRANTEE Name: City of Fircrest
Grant Number: 22-96515-007

PROJECT INFORMATION

Project Name: Water Meter Replacement
Project City: Fircrest
Project State: Washington
Project Zip Code: 98466

GRANT INFORMATION

Grant Amount: **\$165,870.00**
Appropriation Number: **ESSB 1080, Section 1085 (9)**
Re-appropriation Number (if applicable):
Grant End Date: June 30, 2023, if funds are not re-appropriated.
Grant End Date may be extended **contingent on reappropriation**
Biennium: 2021-2023
Biennium Close Date: June 30, 2023
Earliest Date for Reimbursement: March 3, 2021
Time of Performance: **In accordance with Special Terms and Conditions Number 4**

FUNDING INFORMATION

Federal Funding: Sec. 602 Coronavirus State Fiscal Recovery Funds of Title VI of Social Security Act as added by American Rescue Plan Act of 2021 (ARPA or "Act"), Title IX, Subtitle M, Sec. 9901, Public Law 117-2, codified at 42 U.S.C. 802 et seq.
Federal Awarding Agency: US Department of Treasury
Amount of Federal Funds Obligated by this Action: \$165,870.00

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

Extension of Grant Upon Reappropriation.

Notwithstanding General Term and Condition No. 4, the End Date of this Grant **may be extended upon written notice to Grantee from Commerce** for a period of time consistent with the effective date of any re-appropriation of funds, and/or with terms reflecting new Federal requirements for ARPA funds, if any. In Commerce's sole discretion, after review of any funding re-appropriation terms and applicable Federal law or guidance, a contract amendment in accordance with General Term and Condition No. 4 may be required to extend the End Date.

**SPECIAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

1. AUTHORITY

Funding for this Grant has been provided in the 2021-2023 biennial state Capital Budget, SSB 1080, pursuant to Federal grants to Washington State under the American Rescue Plan Act of 2021 (ARPA or "Act"), sec. 9901, Public Law 117-2, codified at 42 U.S.C. 802 et seq. The parties anticipate that funding under this Grant that is unexpended in the 2021-23 state biennium may be re-appropriated in future biennia, subject to Federal requirements.

2. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Total amount of the federal award: \$165,870.00

Federal Awarding Agency: US Department of Treasury
Research & Development (R&D): award will not be used for R&D

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Grant, shall contain the following statements:

"This project was supported by Grant No. 22-96515-007 awarded by the US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the America Rescue Plan Act, State and Local Fiscal Recovery Funds, Washington State Department of Commerce."

3. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

4. PERIOD OF PERFORMANCE, COSTS INCURRED, REIMBURSEMENT

a) Period of Performance. The initial period of performance for this award begins on the date hereof and ends on June 30, 2023. If unexpended funds under this Grant are re-appropriated, the period of performance (Contract End Date) will be extended to not later than October 30, 2026.

b) Costs Incurred Period. As set forth in Treasury's implementing regulations, Grantee may use funds awarded under ARPA to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024. Pursuant to Federal rules, a cost shall be considered to have been incurred if the Grantee has incurred an obligation with respect to such cost by December 31, 2024. All change orders for which reimbursement is requested must be executed on or before December 31, 2024,

c) Reimbursement Period. All requests for reimbursement of eligible costs incurred between March 3, 2021 and December 31, 2024 payable from ARPA funds must be submitted to COMMERCE by the **earlier of** October 30, 2026 or 30 days prior to the Contract End Date.

5. COMPENSATION

COMMERCE shall pay an amount not to exceed the total contract amount listed on the contract Face Sheet for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

**SPECIAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When the grant is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this grant shall be established as follows:

- A. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- B. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

7. EXPENSES

Grantee shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Grantee for authorized expenses shall not exceed the total contract amount listed on the contract Face Sheet.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Grantee shall receive compensation for travel expenses at current state travel reimbursement rates.

8. INDIRECT COSTS

Grantee shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a de Minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

9. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed for the billing period. The GRANTEE can submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Grants Management System (CMS), which is available through the Secure Access Washington (SAW) portal. The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number listed on the contract Face Sheet. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this Grant Agreement, or if work is not completed or Grant terminated, within fifteen (15) days following the end of the state biennium unless Grant Agreement funds are reappropriated by the Legislature in accordance with Additional Special Terms and Conditions set forth in the Declarations page above.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE **not more often than monthly**.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

**SPECIAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Withholding

At its sole discretion, COMMERCE may withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

10. SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

11. HISTORICAL OR CULTURAL RESOURCES, HUMAN REMAINS

Certain capital construction projects may be subject to the requirements of Washington State Executive Order 21-02 "Archaeological and Cultural Resources". Grantee will cooperate with Commerce as may be required, to fulfill the requirements of EO-21-02. In the event that historical or cultural artifacts are discovered at the Project site during construction or rehabilitation, the Grantee or subcontractor shall immediately stop work and notify the local historical preservation officer and the state historic preservation officer at the Department of Archaeology and Historic Preservation at (360) 586-3065. If human remains are discovered, the Grantee shall immediately stop work and report the presence and location of the remains to the coroner and local enforcement, then contact DAHP and any concerned tribe's cultural staff or committee.

12. AUDIT

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

**SPECIAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

The Grantee shall send all single audit documentation to auditreview@commerce.wa.gov.

13. DEBARMENT

- A.** Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
- i.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii.** Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv.** Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B.** Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C.** The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D.** The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i.** The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- ii.** Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.

The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

14. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subcontractor, or agents of either, while performing under the terms of this contract. Failure to maintain the required insurance coverage may result in termination of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

**SPECIAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, if required or requested, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under contract to the Grantee. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subcontractors that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the Grantee as beneficiary.

GRANTEES and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Grantee's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Annually Grantee shall provide upon written request by COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Grantee's self-insured/liability pool or

**SPECIAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

15. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS

- A. Grantee agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- B. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- C. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

**SPECIAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

16. FEDERAL EXCLUSION

These terms add to the terms in Section 12 Certification Regarding Debarment, Suspension or Ineligibility and Voluntary Exclusion — Primary and Lower Tier Covered Transactions in General Terms and Conditions. The Grantee also agrees to access the Federal Exclusion List at www.sam.gov and provide Federal Exclusion documentation to Commerce and to keep a copy on file with the Grantee's project records.

17. REGISTRATION WITH THE SYSTEM FOR AWARD MANAGEMENT (SAM)

By signing this Grant, the Grantee accepts the requirements stated in 48 CFR 52.204-7 to register with the System for Award Management at the SAM website (<https://www.sam.gov>). To register in SAM, a valid Data Universal Numbering System (DUNS) Number is required. The Grantee is responsible for the accuracy and completeness of the data within the SAM database and for any liability resulting from the Government's reliance on inaccurate or incomplete data. The Grantee must remain registered in the SAM database after the initial registration. The Grantee is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in SAM to ensure it is current, accurate and complete. The Grantee shall provide evidence documenting registration and renewal of SAM registration to Commerce.

In the event of the Grantee's noncompliance or refusal to comply with the requirement stated above, Commerce reserves the right to suspend payment until the Grantee cures this noncompliance.

18. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the Grant Agreement period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the Grant Agreement accordingly.

19. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this Grant Agreement. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

20. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this Grant Agreement, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the

**SPECIAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

subject facility was authorized. Repayment shall be made pursuant to Section 34 (Recapture provision).

21. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 34 (Recapture Provision).

22. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

23. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Certification of the Availability of Funds to Complete the Project
- Attachment C – Certification of the Payment and Reporting of Prevailing Wages
- Attachment D – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process (if applicable).

**GENERAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantor, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ADMINISTRATIVE COST ALLOCATION

Administrative costs that may be allowed are set forth in the Special Terms and Conditions. Administrative services shared by other programs shall be assigned to this Grant based on an allocation plan that reflects allowable administrative costs that support services provided under each Grant administered by the Grantee. An approved current federal indirect cost rate may be applied up to the maximum administrative budget allowed.

3. ALLOWABLE COSTS

Costs allowable under this Grant are actual expenditures according to an approved budget up to the maximum amount stated on the Grant Award or Amendment Face Sheet.

4. ALL WRITINGS CONTAINED HEREIN

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

5. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. APPROVAL

This contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

**GENERAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

8. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

9. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

10. AUDIT

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- C. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- D. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to auditreview@commerce.wa.gov.

11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this contract, the Grantee shall attach an explanation to this contract.
- C. The Grantee agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

**GENERAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

12. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
- 1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
 - 2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
 - 3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

14. CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

**GENERAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

15. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the Grantee terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the Grantee in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the Commerce program administering this contract, including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

16. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

17. DISALLOWED COSTS

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

**GENERAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

18. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

19. DUPLICATE PAYMENT

The Grantee certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

20. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

21. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, for, from and against all claims for injuries or death arising out of, or resulting from, the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subcontractor or its employees.

Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subcontractor's performance or failure to perform the contract. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

**GENERAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

22. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

23. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

24. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended.

25. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

26. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant.

27. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further contracts with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

28. PAY EQUITY

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

**GENERAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

(ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

(iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Grantee is not in compliance with this provision.

29. POLITICAL ACTIVITIES

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

30. PREVAILING WAGE LAW

The Grantee certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

31. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with OMB Circulars A-102, Uniform Administrative Requirements for Grants in Aid for State and Local Governments, for all purchases funded by this Grant.

A Grantee which is a nonprofit organization shall establish procurement policies in accordance with 2 CFR Part 200.

The Grantee's procurement system should include at least the following:

- A. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C. Minimum procedural requirements, as follows:
 - i. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - ii. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - iii. Positive efforts shall be made to use small and minority-owned businesses.
 - iv. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Grantee, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - v. Grants shall be made only with reasonable subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - vi. Some form of price or cost analysis should be performed in connection with every procurement action.

**GENERAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

- vii. Procurement records and files for purchases shall include all of the following:
 - a. Grantee selection or rejection.
 - b. The basis for the cost or price.
 - c. Justification for lack of competitive bids if offers are not obtained.
 - viii. A system for contract administration to ensure Grantee conformance with terms, conditions and specifications of this Grant, and to ensure adequate and timely follow-up of all purchases.
- D. Grantee and Subcontractor must receive prior approval from COMMERCE for using funds from this Grant to enter into a sole source contract or a contract where only one bid or proposal is received when value of this contract is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

32. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Grant shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

33. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

34. RECAPTURE

In the event that the Grantee fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this contract.

35. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

36. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

**GENERAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

37. RIGHT OF INSPECTION

At no additional cost all records relating to the Grantee's performance under this Grant shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Grant. The Grantee shall provide access to its facilities for this purpose.

38. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

39. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

40. SUBCONTRACTING

The Grantee may only subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

41. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

42. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

43. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

**GENERAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

44. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

45. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee, under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;

**GENERAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

46. TREATMENT OF ASSETS

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

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors.

47. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

48. WORK HOURS AND SAFETY STANDARDS

The Grant Work Hours and Safety Standards Act (40 U.S.C. 327-333)-Where applicable, all contracts awarded by recipients in excess of \$100,000 for construction and other purposes that involve the employment of mechanics or laborers must include a provision for compliance with Section 102 and 107 of the Grant Work Hours Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each subcontractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

SCOPE OF WORK

Funds awarded under this grant will be used for capital expenditures for the City of Fircrest Water Meter Replacement project to replace aging water meters in order to increase water efficiency and conservation and cost savings to rate payers.

This project aligns to the US Environmental Protection Agency's Drinking Water State Revolving Fund Transmission & Distribution project category.

The location of the project is: at scattered sites within the same meter box as current meters in Fircrest, WA.

Project activities will include and not be limited to:

- Purchase and installation of new advanced metering infrastructure (AMI) meters.

This project is expected to be complete by December 2022.

All project work completed with prior legislative approval. The "Copyright Provisions", Section 16 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

CERTIFICATION PERFORMANCE MEASURE – SCOPE OF WORK

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE SIGNATURE

Scott Pingel, City Manager

DATE

CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT

Type of Funding	Source Description	Amount
ARPA State & Local Fiscal Recovery Grant	Washington State Department of Commerce	\$165,870.00
Other Grants		
Grant #1		\$
Grant #2		\$
Total Other Grants		\$0.00
Other Loans		
Loan #1		\$
Loan #2		\$
Total Loans		\$0.00
Other Local Revenue		
Source #1	City of Fircrest, Water Capital Fund	\$150,000.00
Total Local Revenue		\$0.00
Other Funds		
Source #1		\$
Source #2		\$
Total Other Funds		\$0.00
Total Project Funding		\$315,870.00

CERTIFICATION PERFORMANCE MEASURE - AVAILABILITY OF FUNDS

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this Grant Agreement and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE's review upon reasonable request.

GRANTEE SIGNATURE

Scott Pingel, City Manager

DATE

CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable to the Project funded by this Grant Agreement, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

CERTIFICATION PERFORMANCE MEASURE – PREVAILING WAGES

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE SIGNATURE

Scott Pingel, City Manager

DATE

CERTIFICATION OF INTENT TO ENTER THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION PROCESS

CERTIFICATION PERFORMANCE MEASURE - LEED

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this Grant Agreement. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

IF EXEMPT: DO NOT SIGN

GRANTEE SIGNATURE

TITLE

DATE

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE: January 25, 2022

**NEW BUSINESS
ITEM: 13C** Resolution Authorizing the City Manager to execute an Agreement with the City of Puyallup.

FROM: Police Chief Cheesman

RECOMMENDED MOTION: I move to adopt Resolution No. _____ authorizing the City Manager to execute an Agreement with the City of Puyallup for Jail Services.

PROPOSAL: Council is being asked to adopt a resolution authorizing the City Manager to execute the attached Agreement with the City of Puyallup for Jail Services. This agreement will be in effect until terminated by either party. Each party agrees they must provide at least 90 calendar days' notice to terminate the agreement.

FISCAL IMPACT: Jail services are already budgeted under Criminal Justice. Under the new agreement, we will be paying a rate of \$158.28 a day. The Puyallup Jail will also offer an Administrative Booking Rate of \$62.00 for each inmate immediately booked and released from the jail. Bed Rate and Administrative Booking Rate will be increased at a rate of 100% of the Seattle-Tacoma-Bremerton CPI-U first half index for the year prior with the minimum 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless negotiated and agreed upon by the parties.

We house a majority of our inmates at the Pierce County Jail, and we pay a daily rate of \$94.25 and a booking rate of \$63.49.

ADVANTAGE: This agreement will allow us to have another location to book prisoners as may be needed. If one of our suspects is picked up on a warrant on the eastside of Pierce County, sometimes the officer is unable to take our suspect all the way to the PC Jail so they will request us to come pick the suspect up and transport them to the Pierce County Jail. We may only have one officer working and I do not like them leaving our city unless necessary. Eastside officers will always be available to book the suspect into the Puyallup Jail, this way we can arrange for transport when we have proper staffing.

DISADVANTAGES: None Noted.

HISTORY: Historically we have used the Puyallup Jail on a limited basis. It is nice to have somewhere other than just Pierce County to book inmates when needed.

Attachment(s): [Resolution Agreement with the City of Puyallup for the Housing of Inmates](#)

**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 FOR
JAIL SERVICES WITH THE CITY OF PUYALLUP**

WHEREAS, Fircrest wishes to designate the Puyallup Jail as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, City of Fircrest wishes to continue contracting with the City of Puyallup for jail services; and

WHEREAS, the City of Fircrest will benefit from the use of the Puyallup City Jail; Now, Therefore,

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

Section 1. The City Manager is hereby authorized and directed to execute an Agreement for Jail Services with the City of Puyallup.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 25th day of January 2022.

APPROVED

Brett L. Wittner, Mayor

ATTEST:

Jayne Westman, City Clerk

APPROVED AS TO FORM:

Hillary J. Evans, City Attorney

**INTERAGENCY AGREEMENT BETWEEN THE CITY OF PUYALLUP,
WASHINGTON AND CITY OF FIRCREST, WASHINGTON, FOR THE
HOUSING OF INMATES IN THE PUYALLUP CITY JAIL**

This agreement is between the City of Puyallup, a municipal corporation of the State of Washington (hereinafter "Puyallup") and the City of Fircrest, a municipal corporation of the State of Washington (hereinafter "Fircrest").

Recitals

WHEREAS, RCW 39.34 and RCW 70.48, allows local governmental units to make the most efficient use of their powers by enabling them to cooperate and enter agreements with each other for providing jail services; and

WHEREAS, Fircrest wishes to designate the Puyallup Jail as a place of confinement for inmates from the City of Fircrest; and

WHEREAS, in an effort to streamline administrative procedures and ensure that the daily rate of \$158.28 to house inmates at Puyallup's jail is consistent with the current operating costs, it is necessary to enter into an updated interagency agreement; and

WHEREAS, the governing bodies of each of the parties hereto have decided to enter into this Agreement as authorized by RCW 39.34, RCW 70.48 and other Washington law, as may be amended;

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable considerations, the parties hereto agree as follows:

Agreement

1. **GOVERNING LAW**

The parties hereto agree that, except where expressly otherwise provided, the applicable laws and administrative rules and regulations of the State of Washington shall control. Any actions, suit, or judicial or administrative proceeding for the enforcement of this agreement shall be brought and tried in the Federal or Superior Court for the State of Washington in Pierce County.

2. **EFFECTIVE DATE**

This Agreement shall commence on _____ and terminate one year from this date. The Agreement will be automatically renewed for successive one-year terms unless terminated by either party pursuant to section 3 of this Agreement.

3. TERMINATION

(a) By either party. This Agreement may be terminated at any time by written notice from either party to the other party delivered by regular mail to the contact person identified in §4, provided that termination shall become effective ninety (90) calendar days after receipt of such notice. Notice will be presumed received 3 working days after the notice is posted in the mail. Within said ninety (90) days, Fircrest agrees to remove its inmates(s) from the Puyallup Jail.

(b) In the event of termination of this Agreement for any reason, Fircrest shall compensate Puyallup for inmates housed by the Puyallup Jail after notice of termination until Fircrest retakes its inmates in the same manner and at the same rates as if this Agreement had not been terminated and the provisions of this Agreement, including by way of illustration and not limitation, §24 Indemnity, shall remain in force until such time as all inmates from Fircrest have been retaken.

4. MAILING ADDRESSES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

City of Puyallup: Chief of Police
Puyallup Police Department
311 W Pioneer
Puyallup, WA 98371

Contact: _____

5. COMPENSATION

a) Bed Rate. In consideration of Puyallup's commitment to house Fircrest inmates, Fircrest shall pay Puyallup one hundred fifty-eight dollars and 28/100 (\$158.28) per day for each inmate housed.

b) Administrative Booking Rate. Puyallup will authorize Fircrest Police Officers to transport misdemeanor level suspects to its jail for administrative booking. Administrative booking shall include booking suspects into the jail pursuant to Puyallup Jail policies and standard operating procedures and detaining those suspects until booking information, including fingerprints and photographs, are obtained. Following the booking process, suspects shall be transported by Fircrest Officers back to the City of Fircrest where they will be released. As compensation for the administrative booking services, Fircrest shall pay Puyallup sixty-two dollars (\$62.00) for each administratively booked individual. Any other costs associated with the administrative booking process shall be the sole responsibility of the City of Puyallup.

c) Bed Rate and Administrative Booking Rate will be increased at a rate of 100% of the Seattle-Tacoma-Bellevue CPI-U first half index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise

negotiated and agreed by the parties. (For example, the 2022 Seattle-Tacoma-Bellevue CPI-U first half index will set the amount of the January 1, 2023 increase to Bed Rate and Administrative Booking Rate.).

d) Billing and Payment. Puyallup agrees to provide Fircrest with an itemized bill listing all names of inmates who are administratively booked or housed, the number of days housed (including date of booking and date of releases), and the dollar amount due for each. Puyallup agrees to provide said bill by the last day of each following month. Fircrest agrees to make payment to Puyallup within 30 days of receipt of such bill for the amount billed for the previous calendar month.

6. SERVICES PROVIDED

Puyallup agrees to provide jail services or administrative booking for gross misdemeanor/misdemeanor inmates for those offenses that have been committed by adults within Fircrest's jurisdiction.

7. BOOKING

Inmates shall be booked pursuant Puyallup's booking policies and procedures. Inmates transported by Fircrest Officers that are not acceptable at booking, will be the responsibility of the Fircrest Officers to transport back to the City of Fircrest.

Pursuant to RCW 70.48.130, and as part of the booking procedure, Puyallup shall obtain general information concerning the inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which the inmate is entitled. The information is to be used for third party billing.

8. RESPONSIBILITY FOR OFFENDER'S CUSTODY

It shall be the responsibility of Puyallup to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for inmates' physical needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require Puyallup, or any of its agents, to provide treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Puyallup shall provide facilities for consultation and communication between inmates and their legal counsel. It shall also be the responsibility of Puyallup to calculate "good time" accrued in and subsequent release of the inmate in accordance with the Puyallup's standard practice and procedure. Fircrest agrees to be bound by Puyallup's standard practice and procedures related to inmates housed in the Puyallup Jail.

9. RIGHT TO REFUSAL

To the greatest extent permitted by law, Puyallup shall have the right to refuse to accept Fircrest inmates or to return a Fircrest inmate to the City of Fircrest if in the judgment of Puyallup, the inmate has a current illness or injury which may adversely affect the operations of the Puyallup Jail, has history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property or themselves. Further, Puyallup may refuse to accept an inmate if the jail is at or near capacity or if in the judgement of Puyallup that accepting an inmate may create a risk to the safety of persons or property.

10. RETAKEING OF INMATES

Upon request from Puyallup, Fircrest shall, at its expense, retake any Fircrest inmate within twelve (12) hours after receipt of such request. In the event the confinement of any Fircrest inmate is terminated for any reason, Fircrest, shall, at its expense, retake such inmate from Puyallup.

11. COPY OF ARREST WARRANT OR CITATION AND BAIL SCHEDULE

Fircrest law enforcement officers placing Fircrest misdemeanants in the Puyallup Jail shall, in every instance, first furnish an arrest warrant, citation, court order, or judgment and sentence, to the Puyallup Jail upon booking of an inmate. Fircrest is also responsible for providing Puyallup Jail with a complete bail schedule no later than January 1 of each year.

12. NON-ASSIGNABILITY.

This Agreement may not be assigned by either party.

13. TRANSPORTATION

Fircrest inmates incarcerated in Puyallup pursuant to this Agreement shall be transported to Puyallup by and at the expense of Fircrest and shall be returned, if necessary, to the City Fircrest by Fircrest personnel and at Fircrest's expense. Puyallup is not responsible for transportation of Fircrest inmates under this Agreement and shall be reimbursed by Fircrest for any actual expense incurred in transport of an inmate if, in fact, transportation of an inmate by Puyallup becomes necessary including if the transport was a result of a warrant, or medical appointment. Such transportation shall be calculated based upon the time required for transport at the correction officer over time rate of \$55.00 per hour.

14. RECORDS AND REPORTS

(a) Fircrest shall forward to Puyallup before or at the time of delivery of each inmate a copy of all inmate records pertaining to the inmate's present incarceration at other correctional facilities. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information.

(b) Puyallup shall keep all necessary and pertinent records concerning such inmates incarcerated in Puyallup Jail. During an inmate's confinement in Puyallup, Fircrest shall

upon request, be entitled to receive and be furnished with copies of any report or record associated with said inmates(s) incarceration, as may be permitted by law.

15. MEDICAL TREATMENT

(a) Inmates shall receive medical, psychiatric and dental treatment when emergent and necessary to safeguard their health while housed in the Puyallup Jail. Puyallup shall provide for routine minor medical services in the Puyallup Jail. Examples of medical services which may be provided in the Puyallup Jail but which are not routine, and for which Fircrest shall be billed include, but are not necessarily limited to, HIV/AIDS treatment, chemotherapy, dialysis treatment, and hemophiliac treatment. Fircrest shall be responsible for any and all medical, dental or mental health costs incurred by or on behalf of a Fircrest prisoner including but not limited to prescriptions, appliances, supplies, emergency transport associated with the delivery of any emergency and/or medical service provided to Fircrest inmates.

(b) An adequate record of all such services shall be kept by Puyallup in accordance with HIPAA regulations for Fircrest's review at its request. Any medical or dental services of major consequence shall be reported to Fircrest as soon as time permits.

(c) Fircrest shall be responsible for any and all costs incurred by or on behalf of a Fircrest prisoner regarding hospitalization. If necessary, Fircrest shall reimburse Puyallup dollar for dollar any amount expended or cost incurred by Puyallup in providing the same; provided that, except in emergencies, Fircrest will be notified by contacting a duty Sergeant at the Fircrest Police Department prior to the inmate's transfer to a hospital and nothing herein shall preclude Fircrest from retaking the ill or injured inmate. In the event a Fircrest inmate is taken by emergency to a hospital, Puyallup shall notify Fircrest as soon as practicable following emergency transport. Fircrest is responsible for providing security during any period of hospitalization.

16. DISCIPLINE

Puyallup shall have physical control over and power to exercise disciplinary authority over all inmates of Fircrest. However, nothing contained herein shall be construed to authorize or permit the imposition of any type of discipline prohibited by the constitution and laws of the State of Washington or the constitution and laws of the United States.

17. STANDARD OF RELEASE

Fircrest shall adopt Administrative Order No. 2013-01 Puyallup Municipal Court Standards of Release.

18. VIDEO ARRAIGNMENT

Upon request, Puyallup will provide video arraignment services at the rate of \$55.00 per hours with a (4) four-hour minimum charge.

19. REMOVAL FROM THE JAIL

An inmate from Fircrest legally confined in Puyallup shall not be removed from there

by any person except:

- a) When requested by Fircrest Police Department in writing authorizing such release; or
- b) Upon court order in those matters in which said court has jurisdiction over such inmate; or
- c) For appearance in the court in which a Fircrest inmate is charged; or
- d) In compliance with a Writ of Habeas Corpus; or
- e) If the prisoner has served his sentence, or the charge pending against said inmate has been dismissed, or bail or other recognizance has been posted as required by the courts; or
- f) For other scheduled court appearances, including those for which they are not being held, or
- g) Upon the execution of the Standards of Release Administrative Order No. 2013-01, or
- h) For medical care (see §15) and court ordered evaluations.

20. ESCAPES

In the event any Fircrest inmate shall escape from Puyallup's custody, Puyallup will use all reasonable means to recapture the inmate. The escape shall be reported immediately to Fircrest. Puyallup shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own jurisdiction. Any cost in connection therewith shall be chargeable to and borne by Puyallup, however, Puyallup shall not be required to expend unreasonable amounts to pursue escaped inmates beyond its jurisdiction.

21. DEATH OF AN INMATE

a) In the event of the death of a Fircrest inmate, Puyallup shall notify the Pierce County Medical Examiner. Fircrest shall receive copies of any records made at or in connection with such notification, unless prohibited by law or court order. Reasonable copying costs for such copies shall be borne by Fircrest.

b) Puyallup shall immediately notify Fircrest of the death of a Fircrest inmate, furnish reasonable and necessary information as reasonably requested and follow reasonable instructions of Fircrest with regard to the disposition of the body. The body shall be released to the Medical Examiner. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by Fircrest. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the responsibility or liability of any relative or other person for the disposition of the deceased or any expenses connected therewith.

22. DISPUTE BETWEEN FIRCREST AND PUYALLUP

Should a dispute arise as to the application, compensation, enforcement, or interpretation of this Agreement between Fircrest and Puyallup, the parties shall first attempt to resolve such disputes through good faith and reasonable negotiations. However, if a dispute cannot be

resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon mutual written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through binding arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally, however, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

23. INSURANCE

(a) Each party agrees to provide the other with evidence of insurance coverage, in the form of a certificate of insurance from a solvent insurance provider and/or a letter confirming coverage from a solvent insurance pool, which is sufficient to address the insurance and indemnification obligation set forth in the Agreement.

(b) Each party shall obtain and maintain coverage in minimum liability limits of five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policy shall provide coverage for those events that occur during the term of the policy, despite when the claim is made.

24. HOLD HARMLESS AND INDEMNIFICATION

a) Puyallup shall indemnify and hold harmless Fircrest and its officers, agents, officials, employees and volunteers from any and all claims, actions, suits, liability, loss, expenses, and damages, including reasonable attorney fees, of any nature whatsoever, by reason of or arising out of any act or omission of Puyallup, its officers, agents, officials, employees and volunteers, provided said claim does not arise out of or in any way result from any intentional, willful or negligent act or omission on the part of Fircrest or any officer, agent or employee thereof.

b) Fircrest shall indemnify and hold harmless Puyallup and its officers, agents, officials, employees and volunteers from any and all claims, actions, suits, liability, loss, expenses, and damages of any nature whatsoever, by reason of or arising out of any act or omission of Fircrest, its officers, agents, officials, employees and volunteers, in arresting, detaining, charging, or transporting persons before presentment to and acceptance by Puyallup Jail or thereafter while said person (i.e. inmate) are in the custody of Fircrest outside Puyallup Jail.

c) Puyallup and Fircrest hereby waive, as to each other only, their immunity from suit under industrial insurance, title 51 RCW. This waiver of immunity was mutually negotiated by the parties hereto.

d) The waivers in this section have been mutually negotiated by the parties and this entire section shall survive the expiration or termination of this Agreement.

25. INDEPENDENT CONTRACTOR

In providing services under this Agreement, Puyallup is an independent contractor and neither it, nor its officers, officials, agents or employees are employees of Fircrest for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this agreement give rise to any claim or career service or civil service rights, which may accrue to employees of Fircrest or Puyallup under any applicable law, rule or regulation.

26. PRISON RAPE ELIMINATION ACT

Puyallup acknowledges and is working toward compliance of the Prison Rape Elimination Act regarding custodial sexual misconduct.

27. MISCELLANEOUS

Concurrent Original. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the Parties solely because of this Agreement.

No Joint Venture or Partnership. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement.

28. ENTIRE AGREEMENT

The written provisions and terms of this Agreement, together with any attachments, supersede all prior written and verbal agreements and/or statements by any representative of the parties, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. Any prior written and/or oral agreement between the parties pertaining to jail services is terminated and superseded by this Agreement. This Agreement and any attachments contain the entire Agreement between the parties. Should any language in any attachment conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

29. SEVERABILITY

Should any provision of this Agreement be determined to be unenforceable by a court of law, such provision shall be severed from the remainder of the Agreement, and such action shall not affect the enforceability of the remaining provisions herein.

IN WITNESS WHEREOF, the parties below have executed this Agreement, and by doing so, acknowledge that they have read this Agreement understand its terms, and enter this Agreement in a knowing, intelligent, and voluntary manner.

CITY OF PUYALLUP:

CITY OF FIRCREST:

By: Steve Kirklie
Its: City Manager
Date: _____

By:
Its:
Date: _____

ATTEST:

ATTEST:

By: Brenda Fritsvold
Its: City Clerk
Date: _____

By:
Its:
Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: Shawn Arthur
Its: Deputy City Attorney
Date: _____

By:
Its:
Date: _____

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: Water System Plan Budget Amendment
ITEM:13D

FROM: Tyler Bemis, Public Works Director

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute a budget amendment with Murraysmith in the amount of \$14,689 to edit the City's Water System Plan per requirements of the Washington Department of Health and Pierce County Planning and Public Works.

PROPOSAL: The Council is being asked to authorize the City Manager to execute an amendment to the agreement with the engineering firm Murraysmith for increased budget to edit the City's Water System Plan. The latest edits were identified by the initial review of the plan by Pierce County in recognition of Vision 2050 and projected increased population numbers.

FISCAL IMPACT: \$14,689

ADVANTAGE: This is the final step as the City works toward approval of the latest WSP update.

DISADVANTAGES: None

ALTERNATIVES: None

HISTORY: Past Water System Plans were subject to a 6-year approval. The current plan has the potential for a 10-year approval. The latest version went through the consultant selection process followed by numerous meetings to verify accurate data. A detailed financial analysis was completed to ensure that current and future needs of the system are funded.

ATTACHMENTS: [Resolution](#)
[Contract Amendment](#)
[Scope of Work](#)

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 A PROFESSIONAL SERVICES AGREEMENT WITH
MURRAYSMITH, INC. FOR PREPARATION OF THE 2020 WATER
SYSTEM PLAN UPDATE**

WHEREAS, the City of Fircrest conducted a selection process and, on May 12, 2020, through approval of Resolution No. 1654, selected Murraysmith, Inc. to prepare the 2020 Water System Plan Update; and

WHEREAS, the City of Fircrest has budgeted the necessary funding to finance the work identified to prepare the 2020 Water System Plan Update; and

WHEREAS, the City of Fircrest is required by the Washington State Department of Health to update the Water System Plan in 2020; and

WHEREAS, the City of Fircrest and Murraysmith Inc. have identified additional updates to the plan necessary to prepare for Vision 2050; Now, Therefore,

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

Section 1. The City Manager is hereby authorized and directed to execute the first amendment to the professional services agreement with Murraysmith, Inc. to provide an additional \$14,689 for the costs of updates to the 2020 Water System Plan.

APPROVED AND ADOPTED this 8th day of February 2022 at a regular meeting of the City Council of the City of Fircrest.

APPROVED

Brett L. Wittner, Mayor

ATTEST:

Jayne Westman, City Clerk

APPROVED AS TO FORM:

Hillary J. Evans, City Attorney

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

**PROFESSIONAL SERVICES AGREEMENT WITH MURRAYSMITH, INC. FOR
PREPARING THE 2020 WATER SYSTEM PLAN UPDATE.**

This amendment is hereby made and entered into this 9th day of February 2022, by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the “City” and Murraysmith, Inc, hereinafter referred to as “Consultant”, to be effective February 9, 2022.

WITNESSETH:

1. Purpose

The purpose of this amendment is to amend the May 12, 2020, agreement. This amendment is limited to the amendments as set forth herein. All of the remaining terms and conditions of the May 12, 2020, agreement as amended shall remain in full force and effect. The amendments are as follows:

2. Exhibit A

Exhibit A, scope of work, shall be amended to include Attachment 2, attached hereto, and by reference herein, to include the January 13, 2022 proposal for Additional Services for writing and preparing the Water System Plan.

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

CITY OF FIRCREST

Murraysmith, Inc.

By: _____
City Manager

By: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

City Clerk

ATTACHMENT NO. 2

The narrative and cost table below were provided by Murraysmith on January 13, 2022:

Based on the comments we've received from Pierce County, I need to request an amendment for the Fircrest Water System Plan Update. The amendment will cover scope and fee impacts of past out-of-scope efforts as well as the additional writing and analysis required to address Pierce County's comments. The table below summarizes the costs covered in the amendment.

Task	Amount	Comment
01 – Project Management	\$ 2,700	Additional project management time due to increased project timeline, transitions in project management, and additional coordination with DOH and Pierce County.
05 - Policies, Water Quality, O&M	\$ 1,536	Additional work drafting WSP chapters for policies, water quality, and operations and maintenance.
09 - Draft Comp. Water System Plan & Present	\$ 3,953	Additional support submitting draft to council and reviewing agencies, including development of slides and presentation to City Council by Murraysmith.
10 – Prepare Final Plan	\$ 6,500	Additional analysis and report writing to address Pierce County's comments. Namely this would include developing a plan amendment that summarizes PSCRC and Pierce County's population growth targets, describes how these growth targets will affect the City, and performing a spreadsheet analysis to document how the higher growth targets would affect the City's water system

Total \$ 14,689