

**FIRCREST CITY COUNCIL  
REGULAR MEETING  
AGENDA**

**TUESDAY, JUNE 28, 2022  
7:00 P.M.**

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

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- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PRESIDING OFFICER'S REPORT**
  - A. Bears of Fircrest – Leanne Rolling
- 5. CITY MANAGER COMMENTS**
  - A. Summit Water Main Project
  - B. Study Session Topics and Schedule.
- 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.)
- 9. COMMITTEE, COMMISSION & LIAISON REPORTS**
  - A. Parks & Recreation
  - B. Pierce County Regional Council
  - C. Public Safety, Courts
  - D. Street, Water, Sewer, and Storm Drain
  - E. Other Liaison Reports
- 10. CONSENT CALENDAR**
  - A. Approval of [vouchers](#)/payroll checks
  - B. [Registering no objections to the special event liquor license for Fun Days](#)
  - C. [Registering no objections to the Shogun Liquor License Renewal](#)
  - D. Setting a public hearing on July 12, 2022, at 7:15 pm or thereafter to accept comments on the 6-year Transportation Improvement Plan
  - E. Approval of Minutes: [June 14, 2022, Regular Meeting](#)
- 11. PUBLIC HEARING**
- 12. UNFINISHED BUSINESS**
- 13. NEW BUSINESS**
  - A. [Resolution: IAA with Department of Enterprises Energy Program.](#)
- 14. CALL FOR FINAL COMMENTS**
- 15. EXECUTIVE SESSION**
  - A. Executive Session per RCW 42.30.140 (4)(b) To Discuss Labor Negotiations
- 16. ADJOURNMENT**

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

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
27121	06/28/2022	06/28/2022	4298 AWC Employee Benefit Trust	742.50	July 2022 Retired Medical
	521 22 20 01		LEOFF I Medical Premiums 001 000 521 General Fund	742.50	July 2022 Retired Medical
27190	06/28/2022	06/28/2022	10122 Apparel By Bee	2,525.60	2022 Car Show T-Shirts (200)
	573 90 49 01		Community Events 001 000 573 General Fund	2,525.60	2022 Car Show T-Shirts (200)
27098	06/28/2022	06/28/2022	7201 Audio Innovations	450.00	Sound for 2022 Car Show
	573 90 49 01		Community Events 001 000 573 General Fund	450.00	Sound for 2022 Car Show
27193	06/22/2022	06/28/2022	5684 Ayala-Fernandez, David	231.95	07-02120.8 - 4221 67TH AVE W -B
	343 10 00 00		Storm Drain Fees & Charges 415 000 340 Storm Drain	-53.94	
	343 40 00 00		Sale Of Water 425 000 340 Water Fund (de	-57.78	
	343 50 00 00		Sewer Revenues 430 000 340 Sewer Fund (de	-120.23	
27122	06/28/2022	06/28/2022	4829 BSN Sports	54.45	Youth Baseball Wing Net
	571 20 49 09		Youth Baseball 001 000 571 General Fund	54.45	Youth Baseball Wing Net
27123	06/28/2022	06/28/2022	6502 Ballew's Hitch Truck & RV	49.64	#68057D Welding on Arm (Vactor)
	548 65 48 12		O & M - Street 501 000 548 Equipment Rent	6.20	#68057D Welding on Arm (Vactor)
	548 65 48 13		O & M - Storm 501 000 548 Equipment Rent	6.21	#68057D Welding on Arm (Vactor)
	548 65 48 14		O & M - Wtr/Swr 501 000 548 Equipment Rent	37.23	#68057D Welding on Arm (Vactor)
27176	06/28/2022	06/28/2022	8837 Byrd, Selena R	59.36	Axon Body Cam Training - Juice, Fruit, Donuts
	521 22 49 00		Miscellaneous - Police 001 000 521 General Fund	59.36	Axon Body Cam Training - Juice, Fruit, Donuts
27195	06/28/2022	06/28/2022	5805 CenturyLink (Lumen LD)	12.45	Long Distance Access & Usage - June 2022
	518 10 42 00		Communication - Non Dept 001 000 518 General Fund	12.45	Long Distance Access & Usage - June 2022
27124	06/28/2022	06/28/2022	3994 CenturyLink	1,261.49	Telecommunications - June 2022
	518 10 42 00		Communication - Non Dept 001 000 518 General Fund	75.58	City Hall Prim 911 June 2022
	518 10 42 00		Communication - Non Dept 001 000 518 General Fund	75.58	Message Line June 2022
	518 10 42 00		Communication - Non Dept 001 000 518 General Fund	75.59	City Hall Alarm June 2022
	518 10 42 00		Communication - Non Dept 001 000 518 General Fund	449.18	Circuit Line/PRI June 2022
	518 10 42 00		Communication - Non Dept 001 000 518 General Fund	134.27	DID June 2022
	521 22 42 00		Communication - Police 001 000 521 General Fund	159.55	Police BA/Modem June 2022
	531 50 42 00		Communication - Storm 415 000 531 Storm Drain	37.79	PW Alarm Line/Prim 911 June 2022
	531 50 42 00		Communication - Storm 415 000 531 Storm Drain	18.90	PW Fax June 2022
	534 10 42 00		Communication - Water 425 000 534 Water Fund (de	37.79	PW Alarm Line/Prim 911 June 2022

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534 10 42 00	Communication - Water		425 000 534 Water Fund (de	32.50	PW DSL/Telemetry June 2002
534 10 42 00	Communication - Water		425 000 534 Water Fund (de	18.90	PW Fax June 2022
535 10 42 01	Communication - Sewer		430 000 535 Sewer Fund (de	37.79	PW Alarm Line/Prim 911 June 2022
535 10 42 01	Communication - Sewer		430 000 535 Sewer Fund (de	32.50	PW DSL/Telemetry June 2002
535 10 42 01	Communication - Sewer		430 000 535 Sewer Fund (de	18.90	PW Fax June 2022
542 30 42 00	Communication - Street		101 000 542 City Street Fund	37.79	PW Alarm Line/Prim 911 June 2022
542 30 42 00	Communication - Street		101 000 542 City Street Fund	18.88	PW Fax June 2022
27125	06/28/2022	06/28/2022	331 Cheesman, John G	642.16	Lodging/Meals WASPC Conference May 2022 - J Cheesman
521 22 43 00	Travel - Police		001 000 521 General Fund	642.16	Lodging/Meals WASPC Conference May 2022 - J Cheesman
27126	06/28/2022	06/28/2022	4324 City Treasurer-Tacoma	60,493.80	Fire/EMS July 2022
522 20 40 00	Tacoma Contract - Fire		001 000 522 General Fund	14,268.80	Fire - July 2022
522 20 41 00	Tacoma Contract - EMS		001 000 522 General Fund	46,225.00	EMS - July 2022
27164	06/28/2022	06/28/2022	6203 Code Mechanical Inc	1,012.00	HVAC Bi-Annual Maintenance Agreement - May 2022
518 30 48 02	Rep & Maint - City Hall		001 000 518 General Fund	337.00	HVAC Bi-Annual Maintenance Agreement - May 2022
518 30 48 03	Rep & Maint - PW		001 000 518 General Fund	337.00	HVAC Bi-Annual Maintenance Agreement - May 2022
518 30 48 04	Rep & Maint - PSB		001 000 518 General Fund	338.00	HVAC Bi-Annual Maintenance Agreement - May 2022
27127	06/28/2022	06/28/2022	3565 Comfort Davies & Smith	18.00	Legal Services - Ruston May 2022 - Conflict With Prosecutor
515 41 41 03	City Prosecutor		001 000 515 General Fund	18.00	Legal Services - Ruston May 2022 - Conflict With Prosecutor
27167	06/28/2022	06/28/2022	7918 Contreras, Alejandra	150.00	Spanish Interpreting - Case #2A0396272, 2A0396273 (2 Hrs)
512 50 41 03	Prof Srvs - Interpreter		001 000 512 General Fund	150.00	Spanish Interpreting - Case #2A0396272, 2A0396273 (2 Hrs)
27128	06/28/2022	06/28/2022	3573 Copiers Northwest Inc	202.30	Printer Usage - Police 4/28 - 5/28/22
521 22 45 00	Oper Rentals - Copier - Polic		001 000 521 General Fund	202.30	Printer Usage - Police 4/28 - 5/28/22
27129	06/28/2022	06/28/2022	3573 Copiers Northwest Inc	56.45	Copier Usage - Police 5/14-6/13/22
521 22 45 00	Oper Rentals - Copier - Polic		001 000 521 General Fund	56.45	Copier Usage - Police 5/14-6/13/22

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			Total Copiers Northwest Inc	258.75	
27196	06/28/2022	06/28/2022	4310 Dept Of Revenue-EXCISE TAX	1,968.42	May 2022 Excise Taxes
518 20 43 01			Excise Tax Time/Temp Renta 001 000 518 General Fund	3.30	May 2022 Excise Taxes
531 50 44 00			Excise Tax - Storm 415 000 531 Storm Drain	25.99	May 2022 Excise Taxes
534 10 35 00			Small Tools & Equip - Water 425 000 534 Water Fund (de	-13.34	May 2022 Excise Taxes
534 10 44 00			Excise Tax - Water 425 000 534 Water Fund (de	40.53	May 2022 Excise Taxes
534 10 44 00			Excise Tax - Water 425 000 534 Water Fund (de	283.57	May 2022 Excise Taxes
535 10 44 00			Excise Tax - Sewer 430 000 535 Sewer Fund (de	69.56	May 2022 Excise Taxes
535 50 31 01			Oper Supplies - Sewer Main 430 000 535 Sewer Fund (de	-13.35	May 2022 Excise Taxes1512.55
571 20 43 00			Excise Tax - Participation Fee 001 000 571 General Fund	5.72	May 2022 Excise Taxes
573 90 49 01			Community Events 001 000 573 General Fund	53.89	May 2022 Excise Taxes
576 20 43 00			Excise Tax - Pool Revenue 001 000 576 General Fund	1,512.55	May 2022 Excise Taxes
27130	06/28/2022	06/28/2022	6995 Endicott, Cynthia J.	259.70	Yoga For Active Older Adults; Gentle Hatha & Chair - April 2022
571 20 49 06			Instructor Fees 001 000 571 General Fund	259.70	Yoga For Active Older Adults; Gentle Hatha & Chair - April 2022
27131	06/28/2022	06/28/2022	6995 Endicott, Cynthia J.	290.50	Yoga For Active Older Adults; Gentle Hatha Yoga - May 2022
571 20 49 06			Instructor Fees 001 000 571 General Fund	290.50	Yoga For Active Older Adults; Gentle Hatha Yoga - May 2022
			Total Endicott, Cynthia J.	550.20	
27132	06/28/2022	06/28/2022	4318 Fircrest City of - Interfund (Treasur)	9,360.70	June 2022 Interfund
518 30 47 00			Public Utility Services - City I 001 000 518 General Fund	353.67	June 2022 Interfund
531 50 47 02			Public Utility Services/Bldg - 415 000 531 Storm Drain	179.62	June 2022 Interfund
531 50 47 02			Public Utility Services/Bldg - 415 000 531 Storm Drain	1.91	June 2022 Interfund
534 10 47 00			Utility Services/Building - W. 425 000 534 Water Fund (de	179.62	June 2022 Interfund
534 80 47 01			Utility Services/Pumping 425 000 534 Water Fund (de	136.43	June 2022 Interfund
534 80 47 03			Public Utility Services/Meter 425 000 534 Water Fund (de	4.45	June 2022 Interfund
535 10 47 00			Utility Services/Building - Se 430 000 535 Sewer Fund (de	179.62	June 2022 Interfund
535 80 47 04			Public Utility Services/Meter 430 000 535 Sewer Fund (de	4.45	June 2022 Interfund
542 30 47 02			Electricity & Gas/Bldg - Stre 101 000 542 City Street Fund	179.60	June 2022 Interfund
542 30 47 02			Electricity & Gas/Bldg - Stre 101 000 542 City Street Fund	1.91	June 2022 Interfund
542 80 47 00			Public Utility Services-St Bea 101 000 542 City Street Fund	64.26	June 2022 Interfund
548 65 47 00			Utilities ShopGarage 501 000 548 Equipment Rent	34.50	June 2022 Interfund

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571 10 47 00	Public Utility Services-Rec		001 000 571 General Fund	251.24	June 2022 Interfund
576 20 47 00	Public Utility Services - Pool		001 000 576 General Fund	827.15	June 2022 Interfund
576 80 47 00	Public Utility Services - Park:		001 000 576 General Fund	6,962.27	June 2022 Interfund
27188	06/28/2022	06/28/2022	10124 Flores, Breanna	70.00	Jazz Dance For Tots Instructor Fee - May 2022
571 20 49 06	Instructor Fees		001 000 571 General Fund	70.00	Jazz Dance For Tots Instructor Fee - May 2022
27191	06/28/2022	06/28/2022	10121 Forterra NW	9,656.25	Prof Services - 1/1/22 - 5/15/22 Wetlands Bourgaize Property
511 60 41 00	Prof Svcs - Legislative		001 000 511 General Fund	4,828.13	Prof Services - 1/1/22 - 5/15/22 Wetlands Bourgaize Property
558 60 41 00	Prof Svcs - Planning		001 000 558 General Fund	4,828.12	Prof Services - 1/1/22 - 5/15/22 Wetlands Bourgaize Property
27133	06/28/2022	06/28/2022	1711 Heaney, Dennis	67.00	Library Reimbursement - 1 Year
572 21 49 00	Library Services		001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
27134	06/28/2022	06/28/2022	3692 Home Depot Credit Services	1,913.71	P#64 - 4 Shelving Units for Storage Closet; SAA #1851 Portable AC Unit for Pool Office
576 20 35 00	Small Tools & Equip - Pool		001 000 576 General Fund	378.11	SAA #1851 Portable AC Unit for Pool Office
594 76 62 03	Buildings & Structures		301 000 594 Park Bond Capit	1,535.60	P#64 - 4 Shelving Units for Storage Closet
27135	06/28/2022	06/28/2022	3692 Home Depot Credit Services	52.86	Shower Wand; Garden Scoop; Hand Trowel; Garden Knife
534 80 35 00	Small Tools & Equip - Water		425 000 534 Water Fund (dep	52.86	Shower Wand; Garden Scoop; Hand Trowel; Garden Knife
			Total Home Depot Credit Services	1,966.57	
27166	06/28/2022	06/28/2022	9316 JMK Language Services	135.80	Spanish Interpreting Case #2A0410595, 2A0410596 (2Hrs Plus Mileage)
512 50 41 03	Prof Svcs - Interpreter		001 000 512 General Fund	135.80	Spanish Interpreting Case #2A0410595, 2A0410596 (2Hrs Plus Mileage)
27136	06/28/2022	06/28/2022	9817 Kenyon Disend	2,246.50	Attorney Services - May 2022
515 41 41 01	City Attorney		001 000 515 General Fund	2,246.50	Attorney Services - May 2022
27137	06/28/2022	06/28/2022	9817 Kenyon Disend	2,622.00	Special Legal Counsel - Land Use - May 2022
515 41 41 02	Special Legal Counsel		001 000 515 General Fund	2,622.00	Special Legal Counsel - Land Use - May 2022

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			Total Kenyon Disend	4,868.50	
27138	06/28/2022	06/28/2022	5007 Kiwanis Club of Fircrest	492.80	Build A Sign for Fun Days - Yards Signs (50 double sided)
	573 90 49 01	Community Events	001 000 573 General Fund	492.80	Build A Sign for Fun Days - Yards Signs (50 double sided)
27139	06/28/2022	06/28/2022	7392 Lambert, David Loyd	67.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
27140	06/28/2022	06/28/2022	9860 Ledger Square Law	4,248.00	City of Ruston - City Prosecutor - May 2022
	515 41 41 03	City Prosecutor	001 000 515 General Fund	4,248.00	City of Ruston - City Prosecutor - May 2022
27141	06/28/2022	06/28/2022	9860 Ledger Square Law	9,786.00	City of Fircrest - City Prosecutor - May 2022
	515 41 41 03	City Prosecutor	001 000 515 General Fund	9,786.00	City of Fircrest - City Prosecutor - May 2022
			Total Ledger Square Law	14,034.00	
27142	06/28/2022	06/28/2022	9467 Legacy Group	66,404.46	P#64 Community Center Furniture - 2nd Half - Final Payment
	594 76 62 03	Buildings & Structures	301 000 594 Park Bond Capit	66,404.46	P#64 Community Center Furniture - 2nd Half - Final Payment
27180	06/28/2022	06/28/2022	3791 Lowe's Company-#338954	63.91	Hori Hori Knife and Hand Scoop
	534 80 35 00	Small Tools & Equip - Water	425 000 534 Water Fund (de	63.91	Hori Hori Knife and Hand Scoop
27187	06/28/2022	06/28/2022	6783 Mosley, Jr., Arvin	2,046.63	Triple Impact Basketball Camp Instructor Fees - May 2022
	571 20 49 06	Instructor Fees	001 000 571 General Fund	2,046.63	Triple Impact Basketball Camp Instructor Fees - May 2022
27165	06/28/2022	06/28/2022	3923 Orca Pacific Inc	1,870.44	Pool Chemicals - Chlorine (410 Gal) ; Sodium Bicarb (4)
	576 20 31 01	Pool Supplies-Chemicals	001 000 576 General Fund	1,870.44	Pool Chemicals - Chlorine (410 Gal) ; Sodium Bicarb (4)
27118	06/15/2022	06/28/2022	8300 Overstreet, Samantha	32.34	04-02350.4 - 815 MAYWOOD LANE

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343 10 00 00	Storm Drain Fees & Charges		415 000 340 Storm Drain	-6.42	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-7.02	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-18.90	
27178	06/28/2022	06/28/2022	3957 PC Budget & Finance	78.00	513 Ramsdell - File and Release Lien
531 50 49 00	Miscellaneous - Storm		415 000 531 Storm Drain	26.00	513 Ramsdell - File and Release Lien
534 10 49 00	Miscellaneous - Water		425 000 534 Water Fund (de	26.00	513 Ramsdell - File and Release Lien
535 10 49 00	Miscellaneous - Sewer		430 000 535 Sewer Fund (de	26.00	513 Ramsdell - File and Release Lien
27184	06/28/2022	06/28/2022	1429 Pasic, Brian	67.00	Library Reimbursement - 1 Year
572 21 49 00	Library Services		001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
27189	06/28/2022	06/28/2022	10123 Peak Industrial	121.87	2009 Bobcat Ignition Replacement
548 65 48 11	O & M - Parks/Rec		501 000 548 Equipment Rent	60.93	2009 Bobcat Ignition Replacement
548 65 48 12	O & M - Street		501 000 548 Equipment Rent	60.94	2009 Bobcat Ignition Replacement
27143	06/28/2022	06/28/2022	2009 Peterson, Elisa M.	105.70	Saturday Family Craft Camp Instructor
571 20 49 06	Instructor Fees		001 000 571 General Fund	105.70	Saturday Family Craft Camp Instructor
27186	06/28/2022	06/28/2022	3955 Petrocard Systems Inc	505.55	Gas/Fuel - June 2022
548 65 31 11	Parks/Rec Gas		501 000 548 Equipment Rent	300.00	Gas/Fuel - June 2022
548 65 31 12	Street Gas		501 000 548 Equipment Rent	205.55	Gas/Fuel - June 2022
27192	06/22/2022	06/28/2022	7299 Pizzano, Joshua	108.61	01-02480.3 - 334 FARALLONE AVE
343 10 00 00	Storm Drain Fees & Charges		415 000 340 Storm Drain	-26.58	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-29.08	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-52.95	
27144	06/28/2022	06/28/2022	3986 Puget Sound Energy, BOT-01H	44.28	Natural Gas - PW - May 2022
531 50 47 02	Public Utility Services/Bldg -		415 000 531 Storm Drain	11.07	Natural Gas - PW - May 2022
534 10 47 00	Utility Services/Building - W.		425 000 534 Water Fund (de	11.07	Natural Gas - PW - May 2022
535 10 47 00	Utility Services/Building - Se		430 000 535 Sewer Fund (de	11.07	Natural Gas - PW - May 2022
542 30 47 02	Electricity & Gas/Bldg - Stre		101 000 542 City Street Fund	11.07	Natural Gas - PW - May 2022
27145	06/28/2022	06/28/2022	3986 Puget Sound Energy, BOT-01H	117.80	Natural Gas - City Hall May 2022
518 30 47 00	Public Utility Services - City		001 000 518 General Fund	117.80	Natural Gas - City Hall May 2022
Total Puget Sound Energy, BOT-01H				162.08	

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27175	06/28/2022	06/28/2022	3990 Puget Sound Specialties Inc	219.45	3 Way Rye Seed (50 lbs)
	576 80 31 02 Oper Supplies - Parks		001 000 576 General Fund	219.45	3 Way Rye Seed (50 lbs)
27146	06/28/2022	06/28/2022	8893 Right Systems INC	4,235.00	IT Managed Services - Jun 2022
	518 81 41 01 Prof Svcs - I/S		001 000 518 General Fund	4,235.00	IT Managed Services - Jun 2022
27147	06/28/2022	06/28/2022	8893 Right Systems INC	3,098.30	P#64N - Network Equipment - Community Center
	594 76 62 03 Buildings & Structures		301 000 594 Park Bond Capit	3,098.30	P#64N - Network Equipment - Community Center
27181	06/28/2022	06/28/2022	8893 Right Systems INC	756.25	P#64 Community Center Security Camera
	594 76 62 03 Buildings & Structures		301 000 594 Park Bond Capit	756.25	P#64 Community Center Security Camera
27182	06/28/2022	06/28/2022	8893 Right Systems INC	515.63	P#64 HVAC Monitoring Network Connection
	594 76 62 03 Buildings & Structures		301 000 594 Park Bond Capit	515.63	P#64 HVAC Monitoring Network Connection
27183	06/28/2022	06/28/2022	8893 Right Systems INC	1,237.50	Phone Installation (9 Hrs Service)
	518 81 41 01 Prof Svcs - I/S		001 000 518 General Fund	1,237.50	Phone Installation (9 Hrs Service)
			Total Right Systems INC	9,842.68	
27116	06/15/2022	06/28/2022	2709 Russell, William	56.66	06-00440.1 - 1304 PALM DR
	343 10 00 00 Storm Drain Fees & Charges		415 000 340 Storm Drain	-27.73	
	343 40 00 00 Sale Of Water		425 000 340 Water Fund (de	-29.70	
	343 50 00 00 Sewer Revenues		430 000 340 Sewer Fund (de	0.77	
27185	06/28/2022	06/28/2022	4026 S & B Inc	8,200.50	Weathervane Booster VFD Replacement
	534 50 48 01 Rep & Maint - Water Maint		425 000 534 Water Fund (de	8,200.50	Weathervane Booster VFD Replacement
27119	06/15/2022	06/28/2022	7376 Samuelson, John	52.75	04-01420.4 - 905 FORREST PARK DR
	343 10 00 00 Storm Drain Fees & Charges		415 000 340 Storm Drain	-27.73	
	343 40 00 00 Sale Of Water		425 000 340 Water Fund (de	-25.79	
	343 50 00 00 Sewer Revenues		430 000 340 Sewer Fund (de	0.77	
27168	06/28/2022	06/28/2022	4035 Sarco Supply	592.01	SAA #1852 Vacuum Cleaner for Pool/Bathhouse
	576 20 35 00 Small Tools & Equip - Pool		001 000 576 General Fund	592.01	SAA #1852 Vacuum Cleaner for Pool/Bathhouse
27169	06/28/2022	06/28/2022	4035 Sarco Supply	178.01	Janitorial Supplies - Public Works
	518 30 31 03 Oper Sup/PWF		001 000 518 General Fund	178.01	Janitorial Supplies - Public Works



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27170	06/28/2022	06/28/2022	4035 Sarco Supply	145.68	Janitorial Supplies - PSB
	518 30 31 02	Oper Sup/PSB Bldg	001 000 518 General Fund	145.68	Janitorial Supplies - PSB
27171	06/28/2022	06/28/2022	4035 Sarco Supply	286.60	Janitorial Supplies - City Hall
	518 30 31 04	Oper Sup/CH	001 000 518 General Fund	286.60	Janitorial Supplies - City Hall
27172	06/28/2022	06/28/2022	4035 Sarco Supply	443.72	Janitorial Supplies - Pool
	576 20 31 02	Janitorial Supplies - Pool	001 000 576 General Fund	443.72	Janitorial Supplies - Pool
27173	06/28/2022	06/28/2022	4035 Sarco Supply	151.43	Janitorial Supplies - Parks
	576 80 31 01	Janitorial Supplies - Parks St	001 000 576 General Fund	151.43	Janitorial Supplies - Parks
27174	06/28/2022	06/28/2022	4035 Sarco Supply	150.14	Janitorial Supplies - Rec Center
	571 10 31 04	Janitorial Supplies-Rec Bldg	001 000 571 General Fund	150.14	Janitorial Supplies - Rec Center
Total Sarco Supply				1,947.59	
27148	06/28/2022	06/28/2022	7308 SiteCrafting Inc	99.00	Monthly Hosting - Cityof Fircrest.net - May 2022
	518 81 41 02	Web Design & Maintenance	001 000 518 General Fund	99.00	Monthly Hosting - Cityof Fircrest.net - May 2022
27149	06/28/2022	06/28/2022	5602 Six Robblees' Inc	596.15	#63582D - Ford F350 - Beacon Warning Lights
	548 65 48 12	O & M - Street	501 000 548 Equipment Rent	596.15	#63582D - Ford F350 - Beacon Warning Lights
27150	06/28/2022	06/28/2022	4084 Staples Business Advantage	40.78	Office Supplies - Court
	512 50 31 00	Office & Oper Sup-Court	001 000 512 General Fund	40.78	Office Supplies - Court
27151	06/28/2022	06/28/2022	4084 Staples Business Advantage	57.22	Office Supplies - Court
	512 50 31 00	Office & Oper Sup-Court	001 000 512 General Fund	57.22	Office Supplies - Court
Total Staples Business Advantage				98.00	
27152	06/28/2022	06/28/2022	4328 Systems for Public Safety Inc	1,768.53	#68055D - 2019 Ford Interceptor - LOF; 4 New Tires; Remove/Replace Front Brakes; Replace Rear Tail Light & Circuit
	548 65 48 08	O & M - Police	501 000 548 Equipment Rent	1,768.53	#68055D - 2019 Ford Interceptor - LOF; 4 New Tires; Remove/Replace Front Brakes; Replace Rear Tail Light & Circuit

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27153	06/28/2022	06/28/2022	4328 Systems for Public Safety Inc	97.97	#60452D - 2016 Ford Interceptor - LOF
	548 65 48 08	O & M - Police	501 000 548 Equipment Rent	97.97	#60452D - 2016 Ford Interceptor - LOF
27177	06/28/2022	06/28/2022	4328 Systems for Public Safety Inc	184.59	#71535D - 2021 Ford Interceptor - LOF; Install Current Software Updates
	548 65 48 08	O & M - Police	501 000 548 Equipment Rent	184.59	#71535D - 2021 Ford Interceptor - LOF; Install Current Software Updates
Total Systems for Public Safety Inc				2,051.09	
27179	06/28/2022	06/28/2022	4133 Tacoma Rubber Stamp	52.28	Name Plates (2) - H Veliz
	531 50 31 01	Office Supplies - Storm	415 000 531 Storm Drain	13.07	Name Plates (2) - H Veliz
	534 10 31 00	Office Supplies - Water	425 000 534 Water Fund (de	13.07	Name Plates (2) - H Veliz
	535 10 31 00	Office Supplies - Swr Admin	430 000 535 Sewer Fund (de	13.07	Name Plates (2) - H Veliz
	542 30 31 01	Office Supplies - Street Reg	101 000 542 City Street Fund	13.07	Name Plates (2) - H Veliz
27194	06/28/2022	06/28/2022	4322 Tacoma, City of - POWER	7,082.60	Power - Various Locations - May 2022
	518 30 47 00	Public Utility Services - City	001 000 518 General Fund	672.17	City Hall Power May 2022
	531 50 47 02	Public Utility Services/Bldg -	415 000 531 Storm Drain	102.47	PW Bldg Power May 2022
	534 10 47 00	Utility Services/Building - W	425 000 534 Water Fund (de	102.47	PW Bldg Power May 2022
	534 80 47 01	Utility Services/Pumping	425 000 534 Water Fund (de	3,083.09	Well #4, #9 Power May 2022
	535 10 47 00	Utility Services/Building - Se	430 000 535 Sewer Fund (de	102.47	PW Bldg Power May 2022
	535 80 47 01	Utility Services/Pumping	430 000 535 Sewer Fund (de	971.28	L/S Contra Costa Power May 2022
	542 30 47 02	Electricity & Gas/Bldg - Stre	101 000 542 City Street Fund	102.48	PW Bldg Power May 2022
	542 30 47 03	Electricity/Traffic Lights	101 000 542 City Street Fund	38.66	Traffic Control Power May 2022
	542 63 47 00	Electricity/Street Lights	101 000 542 City Street Fund	1,191.83	Street Lights Power May 2022
	548 65 47 00	Utilities ShopGarage	501 000 548 Equipment Rent	25.42	F&E Garage Power May 2022
	576 80 47 00	Public Utility Services - Park	001 000 576 General Fund	690.26	Parks Power May 2022
27199	06/28/2022	06/28/2022	4139 Tapco Visa Card	1,213.02	Visa Purchases through 6/17/22
	521 22 43 00	Travel - Police	001 000 521 General Fund	100.00	Good To Go Reload
	571 10 31 02	Senior Supplies	001 000 571 General Fund	14.99	Senior Supplies
	571 10 31 02	Senior Supplies	001 000 571 General Fund	346.27	SAA #1853 Commercial Coffee Maker
	571 10 31 02	Senior Supplies	001 000 571 General Fund	372.17	Senior Supplies and Kitchen Island Cart
	571 10 31 02	Senior Supplies	001 000 571 General Fund	13.85	Senior Supplies
	573 90 49 01	Community Events	001 000 573 General Fund	183.70	Balloon Masters - DD Dance
	573 90 49 01	Community Events	001 000 573 General Fund	182.04	Cupcakes, Drinks DD Dance
27117	06/15/2022	06/28/2022	5290 Taylor, Andrew	69.32	06-00910.0 - 1432 WEATHERVANE DR

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343 10 00 00	Storm Drain Fees & Charges		415 000 340 Storm Drain	-17.29	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-18.14	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-33.89	
27120	06/15/2022	06/28/2022	2480 Tutton, Jim	73.70	05-01890.2 - 1017 CORONA DR
343 10 00 00	Storm Drain Fees & Charges		415 000 340 Storm Drain	-16.34	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-17.87	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-39.49	
27197	06/28/2022	06/28/2022	10040 WECL	12,725.79	Drake Street - Install Pump #1, Remove Pump #2, Install Pump #2 (5/24/22)
535 50 48 00	Rep & Maint - Sewer Maint		430 000 535 Sewer Fund (de	12,725.79	Drake Street - Install Pump #1, Remove Pump #2, Install Pump #2 (5/24/22)
27198	06/28/2022	06/28/2022	10040 WECL	6,812.52	Repair Kit (Inventory) for L/S Pumps
535 50 48 00	Rep & Maint - Sewer Maint		430 000 535 Sewer Fund (de	6,812.52	Repair Kit (Inventory) for L/S Pumps
			Total WECL	19,538.31	
27154	06/28/2022	06/28/2022	5765 Wash. Assoc. of Sheriffs & Police Chiefs	350.00	WASPC 2022 Training Conference - J Cheesman
521 22 49 02	Reg & Tuition - Police		001 000 521 General Fund	350.00	WASPC 2022 Training Conference - J Cheesman
27155	06/28/2022	06/28/2022	4231 Water Mgmt Labs Inc	275.00	Coliform & Fluoride Testing May 2022
534 80 41 00	Water Testing		425 000 534 Water Fund (de	275.00	Coliform & Fluoride Testing May 2022
27156	06/28/2022	06/28/2022	4256 Winning Seasons	1,301.30	Pee Wee Baseball Shirts - Players & Coaches
571 20 49 09	Youth Baseball		001 000 571 General Fund	1,301.30	Pee Wee Baseball Shirts - Players & Coaches

Report Total: 235,885.38

Fund	
001 General Fund	123,949.13
101 City Street Fund	1,659.55
301 Park Bond Capital Fund	72,310.24
415 Storm Drain	592.85
425 Water Fund (department)	12,733.80
430 Sewer Fund (department)	21,255.59
501 Equipment Rental Fund	3,384.22

# ACCOUNTS PAYABLE

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
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This report has been reviewed by:

REMARKS:

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

\_\_\_\_\_  
Date



**SPECIAL OCCASION LIQUOR LICENSE**

**Applicant Information**

**Licensee Name:** Kiwanis Club of Clover Park Foundation  
**Event:** Fircrest Fun Days Beer Garden  
**Place:** Fircrest Park at 555 Contra Costa Avenue  
**Date:** 7/16/2022, 2:00 – 9:00 pm  
**Request Received:** 6/9/2022

**Department Comments**

**Finance**

No Concerns

**Planning and Building**

Application is part of an approved event at the Fircrest Park. No objections to the issuance.

**Police**

I met with Parks Director Grover and Community Events Specialist Schmidtke and we finalized the location and plans for the beer garden at Fircrest Fun Days. At this time I have no other concerns.

Colleen Corcoran

Director Signature

6/15/22

Date

Jayne Westman

Director Signature

6/15/22

Date

John Cheesman

Director Signature

6/15/2022

Date

WASHINGTON STATE LIQUOR AND CANNABIS BOARD - LICENSE SERVICES  
1025 UNION AVE SE - P O Box 43075  
Olympia WA 98504-3075  
[specialoccasions@lcb.wa.gov](mailto:specialoccasions@lcb.wa.gov) Fax: 360-753-2710

TO: MAYOR OF FIRCREST

JUNE 9, 2022

SPECIAL OCCASION #: 092411

KIWANIS CLUB OF CLOVER PARK  
9524 GRAVELLY LAKE DR SW  
LAKEWOOD, WA 98499

DATE: JULY 16, 2022

TIME: 2:00PM - 9:00PM

PLACE: FIRCREST COMMUNITY PARK - 555 CONTRA COSTA AVE, FIRCREST

CONTACT: GERALD DUNLAP (DOB: 3.3.1942) 253-584-7131

**SPECIAL OCCASION LICENSES**

- \* \_\_ Licenses to sell beer on a specified date for consumption at a specific place.
- \* \_\_ License to sell wine on a specific date for consumption at a specific place.
- \* \_\_ Beer/Wine/Spirits in unopened bottle or package in limited quantity for **off** premise consumption.
- \* \_\_ Spirituous liquor by the individual glass for consumption at a specific place.

If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objections to the issuance of the license. If additional time is required please advise.

- |  |           |          |
|--|-----------|----------|
| 1. Do you approve of applicant?  | YES _____ | NO _____ |
| 2. Do you approve of location?   | YES _____ | NO _____ |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? | YES _____ | NO _____ |

<u>OPTIONAL CHECK LIST</u>	<u>EXPLANATION</u>	YES _____	NO _____
LAW ENFORCEMENT	_____	YES _____	NO _____
HEALTH & SANITATION	_____	YES _____	NO _____
FIRE, BUILDING, ZONING	_____	YES _____	NO _____
OTHER:	_____	YES _____	NO _____

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

---

DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE



## LIQUOR LICENSE RENEWAL

### Applicant Information

Licensee Name: Ricky & Stephanie, LLC  
Establishment Name: Shogun Japanese Express  
Address: 2009 Mildred Street W  
License Number: 406311  
Request Received: 6/14/2022  
Expiration Date: 9/30/2022

### Department Comments

#### Finance

No concerns per Finance

#### Planning and Building

Allowed by zone. No concerns. Approved.

#### Police

We have had no problems with the service of alcohol at this establishment.

Colleen Corcoran

Director Signature

6/15/2022

Date

Jayne Westman

Director Signature

6/14/2022

Date

*John Cheesman*

Director Signature

06/15/2022

Date



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

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

**June 06, 2022**

Dear Local Authority:

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

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

1) Objection to License Renewal

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

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

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

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

2) Status of License While Objection Pending

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

3) Procedure Following Licensing Division Receipt of Objection

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

4) Procedure if Board Does Not Renew License

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

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



5) Procedure if Board Renews License Over Your Objection

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

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

Sincerely,

*Rebecca Smith*

Rebecca Smith, Director,  
Licensing and Regulation Division

LIQ 864 07/10

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 06/06/2022

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF FIRCREST  
(BY ZIP CODE) FOR EXPIRATION DATE OF 20220930

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. RICKY AND STEPHANIE LLC	SHOGUN JAPANESE EXPRESS 2009 MILDRED ST W FIRCREST WA 98466 0000	406311	BEER/WINE REST - BEER/WINE

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

Mayor Brett L. Wittner called the regular meeting to order at 7:01 P.M. and led the Pledge of Allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Joe Barrentine, Hunter T. George, Nikki Bufford, and Jim Andrews were present.

**PRESIDING OFFICER’S REPORT**

Public Works Director Bemis introduced new City Staff; Maintenance Worker 1 Matthew Zych, and Custodian Eduardo Chavez.

**A. Proclamation: Flag Day**

Wittner introduced the Flag Day proclamation, where the City of Fircrest proclaims June 14<sup>th</sup> as Flag Day to celebrate the United States of America flag’s history. Andrews read the proclamation into the record. **Reynolds MOVED to authorize the Mayor’s signature on a proclamation proclaiming June 14<sup>th</sup> as Flag Day in the City of Fircrest; seconded by Barrentine.** Wittner invited councilmember comment. There were none. Wittner invited public comment. There were none. **The Motion Carried (7-0).**

**CITY MANAGER COMMENTS**

**A. Fircrest Park Maintenance Garage**

Pingel reported a brief overview of the Fircrest Park Maintenance Garage. Pingel highlighted that staff has researched two options, which include rehabbing the current structure and extending the structure with rehab. There is a limitation with extending the structure and may need boundary line adjustments. Discussions included the current garage space, conducting a feasibility study for optimum use, eliminating the empty neighboring parcel boundaries, demolition/rebuild and park zoning.

Pingel reported that the City will be hosting its first annual Resident Poker Walk on July 19<sup>th</sup>, 2022, and is sponsored by Fircrest Wellness.

**DEPARTMENT HEAD COMMENTS**

- Police Chief Cheesman reported that the Police Department will be implementing the body-worn cameras on July 1<sup>st</sup>, 2022 and there will be community outreach. The Special Olympics Washington State Spring Games will be taking place on the weekend of June 17<sup>th</sup>, 2022. The Fircrest Police Department will be volunteering at the event.
- Parks & Recreation Director Grover reported that the Community Garage Sale is scheduled for June 18<sup>th</sup>, 2022. The readerboard electronics are scheduled to be delivered on June 26<sup>th</sup>, 2022.
- Public Works Director Bemis reported that the low bid received for the Summit Water Main replacement construction bid was \$722,062. The cost of construction and materials has increased. The 44<sup>th</sup> St. and 67<sup>th</sup> Ave. The Lift Station project is currently on hold due to construction delays and the availability of funds. The City’s ARPA funds are eligible for water infrastructure use.

**COUNCILMEMBER COMMENTS**

- Andrews congratulated Curtis High School Girl’s Track team for their state championship. Andrews reported that car prowls are not being reported and encouraged residents to report for

police statistics. Chief Cheesman stated that Fircrest Police Officers will take a report and will educate residents. Reports are made in person and there is no online reporting currently.

- Bufford reported that the Fun Days Team is looking for volunteers for July 15<sup>th</sup> and 16<sup>th</sup>. Bufford encouraged everyone to educate themselves on the history of Juneteenth.
- George thanked the Fircrest Police, Mayor Wittner for the NewCold Storage comments, and lastly thanked the Parks & Recreation staff. George asked about the Claremont traffic safety measures. Bemis stated that community outreach has occurred, and the rumble strips will be installed in July.
- Barrentine thanked the Fircrest Parks & Recreation Foundation.
- Reynolds commented that the FDA committee recommended approval for Moderna’s COVID-19 vaccine for ages 6-17. The City of Fircrest and Tacoma-Pierce County Health Department will be hosting a free vaccine clinic at the Community Center on July 2<sup>nd</sup>, 2022.
- Viafore commented on the community center bulletin board to post the City Council meeting agendas. Viafore commented on the upcoming decrease in water revenue and requested a study session to discuss options for future capital expenditures. Lastly, Viafore stated that Bemis should conduct a final inspection with StripeRite at Claremont. Pingel stated that the City is in discussions with Pierce County for their ARPA Grant Programs to explore potential matches.
- Wittner stated he attended a City of Tacoma Council meeting. Wittner recognized and thanked Councilmember Andrews's efforts with the Eagle Scouts project.

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

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

- Yolonda Brooks, 6464 19<sup>th</sup> Street W #C, commented on various topics and thanked staff.
- Vincent Navarre, 1205 Del Monte Ave, commented on the Flag Day proclamation and the decision on the flag policy.

**COMMITTEE, COMMISSION, AND LIAISON REPORTS**

**A. Administration**

Bufford reported that Mayor Wittner spoke at the City of Tacoma Council meeting regarding NewCold storage. NewCold Storage has previously offered to do a presentation at a Council meeting. Wittner stated it could be a couple of years before a second building is built and to expect semi-trucks on Orchard Street for the time being.

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

Andrews reported that the City has received four land use applications for the Mildred property and city staff is currently reviewing the applications. The City processed 116 passports in May and staff will be interviewing building inspectors on June 16<sup>th</sup>, 2022.

**C. Finance, IT, Facilities**

Reynolds; No report provided.

**D. Other Liaison Reports**

None were provided.

**CONSENT CALENDAR**

Wittner requested the City Clerk read the Consent Calendar: approval of Voucher No. 218069 through Voucher Check No. 218145 in the amount of \$135,446.11; approval of Payroll Check No. 14161 through Payroll Check No. 14163 in the amount of \$8,724.26; approval of Payroll Check No. 14164 through Payroll Check No. 14168 in the amount of \$59,904.50; approval of Payroll electronic funds transfer in the amount of \$131,494.82; approval of May 24, 2022, Regular Meeting minutes; Setting a public hearing on June 28, 2022, at 7:15 pm or thereafter to accept comments on the 6-year Transportation Improvement Plan; and Setting special budget meetings on October 3, 10, 17, 24, and 31, 2022, at 6 pm for the sole purpose of reviewing the 2023 preliminary budget. **Reynolds MOVED to approve the Consent Calendar as read; seconded by George. The Motion Carried (7-0).**

**PUBLIC HEARING**

No public hearing was scheduled.

**UNFINISHED BUSINESS**

There was no unfinished business.

**NEW BUSINESS**

**A. Resolution No. 1768: COPS Grant Resolution of Support**

City Manager Pingel briefed the Council on the 2022 COPS Hiring Program grant that provides funding of \$125,000 over the course of three years to hire an additional police officer. **Reynolds MOVED to adopt Resolution No. 1768, supporting the submission of the COPS Hiring Program grant application; seconded by Bufford.** Wittner invited councilmember comment. George asked about the competitiveness of the grant. Chief Cheesman stated that in 2021, four cities in Washington State received funding. Wittner invited public comment; none were provided. **The Motion Carried (7-0).**

**B. Resolution No. 1769: AWC Voting Delegates**

City Manager Pingel briefed the Council on the proposed Resolution to appoint Councilmember Andrews and Councilmember Bufford as AWC voting delegates. **Reynolds MOVED to adopt Resolution No. 1769 designating Councilmember Andrews and Councilmember Bufford as the voting delegates at the 2022 AWC Annual Conference; seconded by George.** Wittner invited councilmember comments. Andrews thanked the staff for the information. Wittner invited public comment; none were provided. **The Motion Carried (7-0).**

**C. Ordinance No. 1685: Approving an ILA with Tacoma Wastewater and Adding a Chapter to FMC Title 20**

Public Works Director Bemis provided an overview of the proposed ordinance and interlocal agreement. **Reynolds MOVED to adopt Ordinance No. 1685, an ordinance relating to industrial wastewater pretreatment; authorizing the City Manager to execute an Interlocal Agreement with the City of Tacoma; adopting a new chapter to Title 20 of the Fircrest Municipal Code to be known as Chapter 20.30 “Industrial Wastewater Pretreatment Program”; establishing the Industrial Wastewater Pretreatment Program; providing for enforcement and severability; and establishing an effective date; seconded by George.** Wittner invited councilmember comments. Discussions included concerns about impacts on local businesses, code enforcement, and permitting. **George MOVED to table Ordinance No. 1685;**

**seconded by Barrentine. The Motion Carried (7-0).**

There was a consensus to move the agenda item to the next study session.

**D. Resolution No. 1770: Amendment #2 to the Water System Plan Update Agreement with MurraySmith, Inc.**

Public Works Director Bemis provided a brief overview of the contract amendment and the current status of the draft 2020 Water System Plan. **Reynolds MOVED to adopt Resolution No. 1770, a Resolution authorizing the City Manager to execute Amendment #2 to the Professional Services Agreement with MurraySmith, Inc. for preparation of the 2020 Water System Plan Update in the amount of \$24,134; seconded by Bufford.** Wittner invited councilmember comments. Discussions included concern about increased costs and the competency of the consultant. Bemis highlighted that there were extensive comments from the Department of Ecology and Department of Health, which included concern about our water rates. Wittner invited public comment; none were provided. **The Motion Carried (7-0).**

**E. Resolution No. 1771: Fun Days & Community Events Entertainment Agreement**

Parks & Recreation Director Grover briefed the Council on the proposed resolution that would allow the City Manager to execute agreements with 2020 Fun Days vendors and entertainers. **George MOVED to adopt Resolution No. 1644, authorizing the City Manager to execute agreements with vendors and entertainers for 2022 Fun Days not to exceed \$21,000; seconded by Bufford.** Wittner invited councilmember comment; there was discussion regarding the beer garden and vendors. Wittner invited public comment; Brian Rybolt, 1036 Daniels Drive, commented on his concern regarding the beer garden. **The Motion Carried (6-0) with Barrentine absent.**

**CALL FOR FINAL COMMENTS**

Viafore asked that the staff provide the draft Transportation Plan in the Friday update and asked for the Water System Plan comments that were provided by the Department of Ecology and Department of Health.

**EXECUTIVE SESSION**

At 9:07 P.M., Wittner reported that the Council would take a five-minute recess and convene into Executive Session, not to exceed forty-five (45) minutes to discuss labor negotiations per RCW 42.30.140 (4)(b) and that Council intends to take action after the Executive Session concludes. City Manager Pingel was invited.

Viafore exited the executive session at 9:19 P.M. and advised that he believed the executive session was an illegal meeting.

The Council reconvened into regular session at 9:24 pm.

**A. Memorandum of Understanding: Police Guild Juneteenth Holiday**

City Manager Pingel briefed the Council on the proposed memorandum approving Juneteenth as a recognized paid holiday for the Police guild employees. **Viafore MOVED to approve the City Manager to execute the memorandum of understanding with the Police Guild; seconded by Bufford.** Wittner invited councilmember comments; none were provided. Wittner invited public comment; none were provided. **The Motion Carried (7-0).**

**B. Memorandum of Understanding: Teamsters Juneteenth Holiday**

City Manager Pingel briefed the Council on the proposed memorandum approving Juneteenth as a recognized paid holiday for the Teamsters represented employees. **Viafore MOVED to approve the City Manager to execute the memorandum of understanding with the Teamsters; seconded by Barrentine.** Wittner invited councilmember comments; none were provided. Wittner invited public comment; none were provided. **The Motion Carried (7-0).**

**ADJOURNMENT**

**Reynolds MOVED to adjourn the meeting at 9:26 P.M., seconded by Barrentine. The Motion Carried (7-0).**

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Brett L. Wittner, Mayor

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Jayne Westman, City Clerk

## FIRCREST CITY COUNCIL AGENDA SUMMARY

**DATE:** 6/28/2022

**NEW BUSINESS:**        **Preliminary Grant Application to the Department of Enterprise Services, Energy Program**

**ITEM:** 13A

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

---

**RECOMMENDED MOTION:**    **I move to adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute an Interagency Agreement with the Department of Enterprise Services for an Energy Program Grant for the updating of HVAC Systems in the City's Facilities.**

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**PROPOSAL:** The Council is being asked to authorize the City Manager to execute an Interagency Agreement with the Department of Enterprise Services (DES) to provide energy conservation services to Fircrest owned facilities.

The intent of the energy conservation services is to fulfill a required ASHRAE level II energy audit to apply for the Energy Retrofits for Public Buildings – Energy Efficiency Grant through the Department of Commerce. The ASHRAE level II energy audit measures energy and cost savings that are reasonable and provide maximum return on investment.

If Council approves the agreement, the City will be able to move forward in selecting a pre-qualified Energy Services Company (ESCO) through DES. The ESCO will conduct a preliminary audit to determine the scope and project size. This preliminary audit is to determine if a potential energy savings project exists and to identify potential energy efficiency measures. If and when the City proceeds with a project, the City is obligated to pay Department of Enterprise Services based on the project management fee. If the ESCO fails to develop a project that meets the City's established cost-effectiveness criteria, then there is no cost to the City.

Following the preliminary audit, the ESCO will develop an audit proposal to include systems to be evaluated, timeline for completion, and the cost to conduct an investment grade audit. The investment grade audit is the required technical portion for the Energy Retrofits for Public Buildings – Energy Efficiency Grant. The investment grade audit will give an in-depth detailed report on the current state of the City's HVAC, lighting, water using systems, and other identified systems in the audit proposal.

There are three potential outcomes of the investment grade audit;

1. If the City does not have energy efficiency measures that meet the cost-effectiveness criteria, then there is no cost to the City.
2. If the ESCO identifies cost-effective measures and the City does not proceed, then the City will have to reimburse for the audit and pay a termination fee to DES.
3. If the ESCO identifies cost-effective measures and the City proceeds, an energy services proposal is presented. The energy services proposal outlines the maximum guaranteed construction cost and guaranteed equipment performance.



The attached agreement is in example form because the person at Enterprise Services that needs to edit it for the City is out of the office and was not able to get us an updated agreement with the City's information included prior to getting Council packet materials out.

**FISCAL IMPACT:** None at this time. If the City proceeds with a project, the City will be obligated to pay DES for project management fees.

**ADVANTAGE:** Higher efficiency HVAC systems with potential for cleaner circulated air. Potential for reduced maintenance costs on new equipment. Department of Enterprise Services provides all contracting and project management services to include measurement and verification services. Measurement and verification services are used to verify that energy and utility savings are achieved as prescribed by the ESCO. This would also help the City comply with the Clean Buildings Act.

**DISADVANTAGES:** None.

**ALTERNATIVES:** Do not continue through the process of applying for the Energy Grant Program.

**HISTORY:** The current age of HVAC Systems in City facilities has contributed to increased maintenance costs. In recent years, the City has not budgeted for HVAC replacement or upgrading, though the City was exploring the use of ARPA funds for such upgrades. The system at City Hall is most in need of replacement, being over 20 years old. The system at the Public Safety Building had the heat pump and air handler replaced in 2021. The Public Works Building system had similar upgrades in 2015. The HVAC Systems throughout the City lack consistency in standardization of equipment.

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

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

3 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF**  
4 **FIRCREST, WASHINGTON, AUTHORIZING THE CITY**  
5 **MANAGER TO EXECUTE AN INTERAGENCY AGREEMENT**  
6 **WITH THE DEPARTMENT OF ENTERPRISE SERVICES,**  
7 **ENERGY PROGRAM.**

8 **WHEREAS**, the City of Fircrest has aging HVAC Systems that have met their useful  
9 lifecycle; and

10 **WHEREAS**, the City utilizes a contractor for HVAC maintenance and repairs that has  
11 worked on various pieces of HVAC equipment over the years; and

12 **WHEREAS**, the City wishes to hire an Energy Services Company to audit the City's  
13 HVAC Systems to increase the chances of receiving a Department of Enterprise  
14 Services Energy Grant; Now, Therefore,

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

16 **Section 1.** The City Manager is hereby authorized and directed to execute an Interagency  
17 Agreement with the Department of Enterprise Services, Energy program.

18 **Section 2.** This resolution shall become effective upon adoption.

19 **APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF**  
20 **FIRCREST, WASHINGTON**, at a regular meeting thereof this 28th day of July 2022.

21 **APPROVED:**

22 \_\_\_\_\_  
23 Brett L. Wittner, Mayor

24 **ATTEST:**

25 \_\_\_\_\_  
26 Jayne Westman, City Clerk

27 **APPROVED AS TO FORM:**

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

State of Washington <b>ENERGY PROGRAM</b> Department of Enterprise Services P.O. Box 41476 Olympia, WA 98504-1476	<b>INTERAGENCY AGREEMENT</b>	
	IAA No.:	_____
___ client agency ___ address ___, WA ___	Date:	_____

**INTERAGENCY AGREEMENT**  
**BETWEEN**  
 \_\_\_\_\_ client agency  
**AND**  
**WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES**

Pursuant to RCW chapter 39.34 and RCW chapter 39.35C, this *Interagency Agreement (Agreement)* is made and entered into by and between the State of Washington acting by and through the Energy Program of the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and \_\_\_, client agency a Washington State governmental agency (“Client Agency”) and is dated and effective as of the date of the last signature.

**RECITALS**

- A. Enterprise Services, through its Energy Program (“Energy Program”), helps owners of public facilities reduce energy and operational costs. The Energy Program is a national leader in developing and managing energy savings performance contracts that help reduce energy and operational costs in publicly-owned facilities.
- B. Upgrading to energy efficient infrastructure helps reduce long-term operations and maintenance costs. This allows owners to be better financial stewards while achieving their mission, so that Washington is a better place to live, learn, and work.
- C. Acting as the owner’s advocate, the Energy Program delivers professional expertise and contract management services. By leveraging capital investments, owners can achieve efficiencies, improve facilities, and reduce carbon emissions in their publicly-owned facilities. Energy Program also creates value to owners by managing risk through guaranteed total project costs, equipment performance, and energy savings.
- D. Client Agency, an owner of a public facility, desires to contract with Energy Program to access and obtain certain Energy Program Services.
- E. The purpose of this Agreement is to establish a vehicle for Energy Program to provide future energy/utility conservation project management services to Client Agency and to authorize the development of the energy services proposal in a cost-effective, efficient manner.

## A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **TERM.** The term of this *Agreement* commences on the date of the last signature and ends \_\_\_\_\_.

2. **STATEMENT OF WORK.**

A. **ENERGY PROGRAM.** Energy Program agrees to provide the following Services:

- i. Upon request by Client Agency for energy services for a specific Energy/Utility Conservation Project(s), the Parties shall execute an amendment to this *Agreement* to specify the project and associated project management fees as set forth by Attachment B. Enterprise Services shall furnish necessary personnel and services as specified and set forth in Attachment A, *Project Management Services Scope of Work*.
- ii. Assist in Dispute Resolution. Dispute resolution is an ongoing process throughout the project. However, this assistance does not include formal dispute resolution, arbitration or legal advice or representation in any legal action, and does not include legal fees and costs related to any dispute. Formal dispute resolution begins when a written claim is received demanding arbitration or other legal process is received. All formal dispute fees and costs will be borne separately by Client Agency. The Attorney General cannot and will not represent or advise a non-state agency.

B. **CLIENT AGENCY.** Client Agency agrees to the following:

- i. Will conform to the protocols of this *Agreement*, including Enterprise Services' *General Conditions for Washington State Energy Savings Performance Contracting ("General Conditions")*, and as supplemented.
- ii. Will conform to the requirements of the *General Conditions* for timely processing and approval of agreed upon changes to construction contracts involving cost, and for payment.
- iii. Will conform to the following guidelines for communications between Client Agency, Enterprise Services and ESCOs (Energy Services Company) through the design, construction and post-construction phases as outlined below:
  - a) Communications between Client Agency, Energy Program Project Manager ("PM") and ESCO shall go through the PM. The PM may authorize exceptions for specific projects or situations. The PM may authorize the ESCO to communicate directly with Client Agency personnel to expedite the design and to avoid communication delays. This action does not authorize additional work, change in scope, or exclude copying all communications between ESCO and Client Agency to the PM.
  - b) All drawings, specifications, reports, and project correspondence must contain the State Project Number and suffix.
    - The State Project Number consists of the fiscal year and a numerical sequence number, for example 2018-024, followed by an alphabetical suffix.

- Professional services agreements have suffixes A through F, for example 2018-024 A.
  - Construction contracts have suffixes G through Z, for example 2018-024 G.
- iv. All identification and monitoring of documentation required by the funding source shall remain the responsibility of Client Agency.

### 3. COMPENSATION AND REQUIREMENTS.

- A. COMPENSATION. Compensation under this *Agreement* shall be by amendment to this *Agreement* for each authorized project. Each amendment shall include a payment schedule for the specific project.
- i. Project Management Services Scope of Work (Attachment A): For project management services provided by Energy Program, Client Agency shall pay Enterprise Services a Project Management Fee for services based on the total project value (including Washington state sales tax) per the Project Management Fee Schedule set forth in Attachment B.
  - ii. Termination Fee: If Client Agency, after authorizing an investment grade audit and energy services proposal, decides not to proceed with an energy/utility conservation project that meets Client Agency's cost effective criteria, then the Client Agency will be charged a termination fee as set forth in Project Management Fee Schedule. The termination fee shall be based on the estimated total project value outlined in the energy services proposal prepared by the ESCO as set forth in Attachment B.
  - iii. Measurement & Verification Services ("M&V") Scope of Work (Attachment C): If M&V are requested by Client Agency beyond the first three years following the notice of commencement of energy cost savings, Client Agency shall pay Enterprise Services \$2,000.00 annually for each year that such M&V are provided.
- B. PAYMENT FOR ESCO SERVICES. In the event that Client Agency enters into a contract with an Energy Program pre-qualified ESCO, pursuant to an *Enterprise Services Master Energy Services Agreement for ESCO Services*, Client Agency shall make payment for such contracted services directly to the ESCO, after Energy Program has reviewed and sent such invoices to Client Agency for payment.
- C. FURTHER ASSURANCES. Client Agency shall provide the ESCO with any additional necessary or desired contract language to comply with Client Agency's obligations pertaining to its use of federal, state, or other grants, funding restrictions, or unique contract/entity requirements. The ESCO and their subcontractors are required to comply with all applicable federal regulations and reporting procedures.
- D. MANAGING COMPLIANCE WITH STATE AND FEDERAL LAW. In all ESCO project agreements and contracts pertaining to this *Agreement*, Energy Program will require ESCO's compliance with applicable federal and state laws and state policies including, but not limited to, the following:
- 1. RCW Title 39 and 43
  - 2. ADA Requirements
  - 3. Buy America
  - 4. Davis-Bacon
  - 5. Prevailing Wage
  - 6. DBE Participation
  - 7. Apprentice Participation

Upon request by Client Agency, Energy Program will collect and provide the weekly-certified payroll to Client Agency. Client Agency, however, shall remain responsible for any documentation required by Client Agency's funding source. All federal verification, investigation, survey, reporting and enforcement requirements when there is a possible violation shall remain the responsibility of the federal grant recipient (Client Agency) unless negotiated by Energy Program and added by amendment to this *Agreement*. In the event that Energy Program becomes aware of a possible violation, it will notify Client Agency.

**4. INVOICES AND BILLING.**

- A. **BILLING PROCEDURE.** Enterprise Services shall submit invoices to Client Agency upon substantial completion and notice of commencement of energy cost savings of each authorized project, unless an amendment specifies special billing conditions and timeline. Substantial completion of the project will include the delivery and acceptance of the notice of commencement of energy cost savings issued by the energy services company. Each invoice will clearly indicate that it is for the services rendered in performance under this *Agreement* and shall reflect this *Agreement* and Amendment number. Energy Program will invoice for any provided services within sixty (60) days of the expiration or termination of this *Agreement*.
- B. **PAYMENT PROCEDURE.** Client Agency shall pay all invoices received from Enterprise Services within thirty (30) days of receipt of properly executed invoice vouchers.
- C. **BILLING DETAIL.** Each invoice submitted to Client Agency by Enterprise Services shall include information as is necessary for Client Agency to determine the exact nature of all expenditures. At a minimum, the invoice shall reference this *Agreement* and include the following:
  - The date(s) such services were provided
  - Brief description of the services provided
  - Total invoice amount
- D. **BILLING ADDRESS.** Invoices shall be delivered to Client Agency electronically to:

Email: \_\_\_\_

- 5. **AGREEMENT MANAGEMENT.** The parties hereby designate the following *Agreement* administrators as the respective single points of contact for purposes of this *Agreement*, each of whom shall be the principal contact for business activities under this *Agreement*. The parties may change administrators by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

**Enterprise Services**

Attn: \_\_\_\_ name  
Energy Project Manager  
Energy Program  
Washington Dept. of Enterprise Services  
PO Box 41476  
Olympia, WA 98504-1476  
Tel: (\_\_\_\_) \_\_\_\_-\_\_\_\_  
Email: \_\_\_\_

**Client Agency**

Attn: \_\_\_\_ name  
\_\_\_\_ title  
\_\_\_\_ agency  
\_\_\_\_ address  
\_\_\_\_, WA \_\_\_\_  
Tel: (\_\_\_\_) \_\_\_\_-\_\_\_\_  
Email: \_\_\_\_

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

The Client Agency representative shall be responsible for working with Energy Program, approving billings and expenses submitted by Energy Program, and accepting any reports from Energy Program or ESCO.

The Energy Program representative shall be the contact person for all communications regarding the conduct of work under this *Agreement*.

**6. RECORDS.**

- A. **AGREEMENT AVAILABILITY.** Prior to its entry into force, this *Agreement* shall be posted on the parties' websites or other electronically retrievable public source as required by RCW 39.34.040.
- B. **RECORDS RETENTION.** Each party shall maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the services. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this *Agreement* or final payment for any service placed against this *Agreement*, whichever is later; Provided, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- C. **OWNERSHIP.** Records and other information, in any medium, furnished by one party to this *Agreement* to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third party without first providing notice to the other party and allowing ten (10) business days in which to file, at its sole expense, a motion seeking a protective order, or other legal action. Each party will utilize reasonable security procedures and protections to assure that records and information provided by the other party are not erroneously disclosed to third parties.
- D. **PUBLIC RECORDS.** This *Agreement* and all related records are subject to public disclosure as required by RCW 42.56, the Public Records Act (PRA). Neither party shall release any record that would, in the judgment of the party, be subject to an exemption from disclosure under the PRA, without first providing notice to the other party and allowing ten (10) business days in which to file, at its sole expense, a motion seeking a protective order, or other legal action.

7. **RESPONSIBILITY OF THE PARTIES.** Each party to this *Agreement* assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third party claims.

8. **DISPUTE RESOLUTION.** The parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this *Agreement* as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this *Agreement* while attempting to resolve any such dispute. If, however, a dispute persists regarding this *Agreement* and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall produce its description of the dispute in writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot

then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall abide by the Governor's dispute resolution process (RCW 43.17.330), if applicable, or collectively shall appoint a third party to evaluate and resolve the dispute and such dispute resolution shall be final and binding on the parties.

9. **TERMINATION FOR CONVENIENCE.** Except as otherwise provided in this *Agreement*, either party may terminate this *Agreement* upon thirty (30) calendar days prior written notification. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this *Agreement* prior to the effective date of such termination.

10. **GENERAL PROVISIONS.**

- A. **COMPLIANCE WITH LAW.** The Parties shall comply with all applicable law.
- B. **INTEGRATED AGREEMENT.** This *Agreement* constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- C. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this *Agreement* may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- D. **AUTHORITY.** Each party to this *Agreement*, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this *Agreement* and that its execution, delivery, and performance of this *Agreement* has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- E. **NO AGENCY.** The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this *Agreement*. Neither party is an agent of the other party nor authorized to obligate it.
- F. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this *Agreement* shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- G. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this *Agreement*, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- H. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this *Agreement* in their entirety.
- I. **CAPTIONS & HEADINGS.** The captions and headings in this *Agreement* are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this *Agreement* nor the meaning of any provisions hereof.
- J. **ELECTRONIC SIGNATURES.** A signed copy of this *Agreement* or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this *Agreement* or such other ancillary agreement for all purposes.



K. COUNTERPARTS. This *Agreement* may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this *Agreement* at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this *Agreement*.

EXECUTED AND EFFECTIVE as of the date of the last signature.

\_\_\_ client agency

**STATE OF WASHINGTON**  
**DEPARTMENT OF ENTERPRISE SERVICES**

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

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

Name: \_\_\_\_\_

Name: Doug Kilpatrick, PE

Title: \_\_\_\_\_

Title: Energy Program Manager

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

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

Example

## ATTACHMENT A

### PROJECT MANAGEMENT SERVICES SCOPE OF WORK

#### Energy/Utility Conservation Projects

#### Statewide Energy Performance Contracting Program

Energy Program will provide the following project management services for each specific project for the Client Agency. Each individual project shall be authorized by an amendment to this *Agreement*.

1. Assist the Client Agency in the selection of an Energy Service Company (ESCO) consistent with the requirements of RCW 39.35A for local governments; or 39.35C for state agencies and school districts.
2. Assist in identifying potential energy/utility conservation measures and estimated cost savings.
3. Assist in negotiating scope of work and fee for an ESCO audit of the facility(s).
4. Assist in identifying appropriate project funding sources and assist with obtaining project funding.
5. Assist in negotiating the technical, financial and legal issues associated with ESCO's Energy Services Proposal.
6. Review and recommend approval of ESCO energy/utility audits and Energy Services Proposals.
7. Provide assistance during the design, construction and commissioning processes.
8. Review ESCO invoice voucher(s) received for reasonableness and forward to Client Agency for review and payment.
9. Assist with final project acceptance.
10. Assist in resolution of disputes with the ESCO that arise during this *Agreement*, not to include formal disputes.
11. Review up to the first three years of the ESCO's annual Measurement and Verification (M&V) reports for completeness and accuracy. Review any ESCO guarantee compared to reported results and resolve differences, if needed. Review and forward ESCO invoice vouchers for payment by the Client Agency.

**ATTACHMENT B**

**PROJECT MANAGEMENT FEE SCHEDULE**

\_\_\_ use biennium, i.e. 2021-23 Interagency Reimbursement Costs  
for Project Management Fees to Administer Energy/Utility Conservation Projects

<u>TOTAL PROJECT VALUE</u>	<u>PROJECT MANAGEMENT FEE</u>	<u>TERMINATION FEE</u>
5,000,001..... 6,000,000.....	\$68,800.....	25,700
4,000,001... .. 5,000,000.....	67,700.....	25,400
3,000,001..... 4,000,000.....	66,700.....	25,000
2,000,001..... 3,000,000.....	62,500.....	23,400
1,500,001..... 2,000,000.....	58,300.....	21,800
1,000,001..... 1,500,000.....	51,600.....	19,300
900,001. .... 1,000,000.....	43,800.....	16,400
800,001..... .. 900,000.....	41,300.....	15,400
700,001..... .. 800,000.....	38,300.....	14,400
600,001..... .. 700,000.....	36,500.....	13,700
500,001..... .. 600,000.....	33,800.....	12,600
400,001..... .. 500,000.....	30,200.....	11,300
300,001..... .. 400,000.....	25,800.....	9,700
200,001..... .. 300,000.....	20,700.....	7,700
100,001..... .. 200,000.....	14,400.....	5,400
50,001..... .. 100,000.....	7,800.....	3,500
20,001..... .. 50,000.....	4,200.....	2,000

The project management fee on projects over \$6,000,000 is 1.15% of the project cost. The maximum Energy Program termination fee is \$25,700.

1. These fees cover project management services for energy/utility conservation projects managed by Enterprise Services' Energy Program.
2. Termination fees cover the selection and project management costs associated with managing an ESCO's investment grade audit and energy services proposal. No termination fee will be charged unless Client Agency decided not to proceed to construction based on an energy services proposal that identifies projects that met Client Agency's cost effectiveness criteria.
3. If the project meets Client Agency's cost effectiveness criteria and Client Agency decides not to move forward with a project, then Client Agency will be invoiced per the above listed Termination Fee or \$25,700 whichever is less. If Client Agency decides to proceed with the project then the *Agreement* will be amended to include the Project Management Fee listed above.
4. If the audit fails to produce a project that meets Client Agency's established cost effectiveness criteria, then there is no cost to Client Agency and no further obligation by Client Agency.

**ATTACHMENT C**

**MEASUREMENT & VERIFICATION SERVICES SCOPE OF WORK**

Energy/Utility Conservation Projects

Statewide Energy Performance Contracting Program

If requested, Energy Program will provide the following measurement and verification services for each year beyond the first three years following the Notice of Commencement of Energy Cost Savings by the ESCO for the specific Client Agency project:

1. Review the ESCO's annual Measurement and Verification report for completeness and accuracy. Review any ESCO guarantee compared to reported results and resolve differences, if needed. Review and forward any ESCO invoice vouchers for payment by the Client Agency.
2. Where necessary, review Client Agency facility operations including any changes in operating hours, changes in square footage, additional energy consuming equipment and negotiate changes in baseline energy use with the ESCO and Client Agency that may impact achieved energy savings.
3. Attend a meeting or meetings with Client Agency and ESCO to review and discuss the annual Measurement and Verification report.