

**FIRCREST CITY COUNCIL  
REGULAR MEETING  
AGENDA**

**TUESDAY, DECEMBER 13, 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**
- 5. CITY MANAGER COMMENTS**
  - A. [Tapco Credit Union Signer Update](#)
- 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. 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 Spring Lake Café Liquor License Renewal](#)
  - C. Approval of Minutes: [November 21, 2022, Study Session Meeting](#)  
[November 22, 2022, Regular Meeting](#)
- 11. PUBLIC HEARING 7:15 P.M. OR SOON THEREAFTER**
- 12. UNFINISHED BUSINESS**
- 13. NEW BUSINESS**
  - A. [Ordinance: 2022 Budget Amendment #3 – 2<sup>nd</sup> Reading](#)
  - B. [Resolution: AV System Replacement Agreement](#)
  - C. [Resolution: Gunderson Law Prosecutor Agreement](#)
  - D. [Resolution: Greenleaf Landscaping Contract Amendment](#)
  - E. [Resolution: KPG On-Call Contract Amendment](#)
  - F. [Resolution: Apex Engineering Contract Amendment](#)
  - G. [Resolution: Police Chief Recruitment Contract](#)
  - H. [Resolution: Pacific Office Automation Copier Agreement](#)
  - I. [Resolution: SSHAP Appointment](#)
  - J. [Resolution: Pierce Transit Board Appointment](#)
  - K. [Resolution: PCRC Appointment](#)
  - L. [Motion: Police Officer Signing Bonus MOU](#)
  - M. [Resolution: Ruston Court Contract Amendment](#)
- 14. CALL FOR FINAL COMMENTS**
- 15. EXECUTIVE SESSION**
  - A. Per RCW 42.30.110(1)(g) to review the performance of a public employee.
- 16. ADJOURNMENT**

**Subject:** Motion to Authorize the Interim City Manager to add Interim Finance Director and remove all past employees from the City of Fircrest's account at TAPCO Credit Union.

**ITEM:**

**FROM:** Colleen Corcoran, Interim City Manager

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**RECOMMENDED MOTION: I move to authorize the Interim City Manager to add Interim Finance Director and remove all past employees from the City of Fircrest's account at TAPCO Credit Union.**

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Tapco is requiring Council minutes in order to add or delete signers from our account. Interim City Manager Corcoran is currently the only existing employee listed as a signer on the Tapco account. There are two prior employees still listed. Staff has tried to remove these by phone and in person. We are now being instructed to bring back minutes that include a motion from Council.

# ACCOUNTS PAYABLE

City Of Fircrest

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
28386	12/05/2022	12/13/2022	3933 Asphalt Patch Systems, Inc.	3,340.00	Major Street Patch on Claremont
	595 32 63 01	Street Improvements	101 000 542 City Street Fund	3,340.00	Major Street Patch on Claremont
28419	12/07/2022	12/13/2022	10279 Ault Electric Services, LLC	3,942.29	P#67 2nd Electrical Service Added for Reader Board
	594 76 63 01	Other Improvements - Parks	001 000 576 General Fund	3,942.29	P#67 2nd Electrical Service Added for Reader Board
28367	12/05/2022	12/13/2022	9899 Barrett, Chris	27.56	01-01870.5 - 106 SUMMIT AVE
	343 10 00 00	Storm Drain Fees & Charges	415 000 340 Storm Drain	-22.10	
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (dep	-10.79	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (dep	5.33	
28338	11/30/2022	12/13/2022	8837 Byrd, Selena R	92.13	Santa Sleigh Supplies
	521 22 49 07	Community Outreach	001 000 521 General Fund	92.13	Santa Sleigh Supplies
28381	12/05/2022	12/13/2022	6775 Campbell, Sara	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
28404	12/06/2022	12/13/2022	6018 Canon Financial Services Inc	564.31	Copier Rental - Nov 2022 - CH, Parks & Rec, Court, PW
	512 50 45 00	Oper Rentals - Copier - Cou	001 000 512 General Fund	141.08	Court 11/2022
	518 10 45 00	Oper Rentals - Copier - Non	001 000 518 General Fund	141.08	CH 11/2022
	531 50 45 00	Oper Rentals - Copier - Stor	415 000 531 Storm Drain	35.27	PW 11/2022
	534 10 45 02	Oper Rentals - Copier - Wat	425 000 534 Water Fund (dep	35.27	PW 11/2022
	535 10 45 00	Oper Rentals - Copier - Sew	430 000 535 Sewer Fund (dep	35.27	PW 11/2022
	542 30 45 00	Oper Rentals - Copier - Stre	101 000 542 City Street Fund	35.28	PW 11/2022
	571 10 45 01	Oper Rentals - Copier - Rec	001 000 571 General Fund	126.96	P/R 11/2022
	576 80 45 00	Oper Rentals - Copier - Park	001 000 576 General Fund	14.10	P/R 11/2022
28412	12/07/2022	12/13/2022	331 Cheesman, John G	147.38	Gym Fee Reimbursement - Jan - Dec 2022
	521 22 20 00	Personnel Benefits - Police	001 000 521 General Fund	140.01	Gym Fee Reimbursement - Jan - Dec 2022
	525 60 20 00	Personnel Benefits - Emg M	001 000 525 General Fund	7.37	Gym Fee Reimbursement - Jan - Dec 2022
28368	12/05/2022	12/13/2022	4315 Cities Insurance Assoc of WA	268,163.39	Insurance (12/01/22-12/01/2023)
	518 30 46 00	Insurance	001 000 518 General Fund	236,406.89	Insurance (12/01/22 - 12/01/2023)
	548 65 46 05	Non-Dept Insurance	501 000 548 Equipment Rent	591.01	Insurance (12/01/22 - 12/01/2023)
	548 65 46 06	Facilities Insurance	501 000 548 Equipment Rent	1,303.84	Insurance (12/01/22 - 12/01/2023)
	548 65 46 08	Police Insurance	501 000 548 Equipment Rent	13,979.68	Insurance (12/01/22 - 12/01/2023)
	548 65 46 11	Parks/Rec Insurance	501 000 548 Equipment Rent	2,478.36	Insurance (12/01/22 - 12/01/2023)

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548 65 46 12	Street Insurance		501 000 548 Equipment Rent	4,817.09	Insurance (12/01/22 - 12/01/2023)	
548 65 46 13	Storm Insurance		501 000 548 Equipment Rent	3,292.52	Insurance (12/01/22 - 12/01/2023)	
548 65 46 14	Wtr/Swr Insurance		501 000 548 Equipment Rent	5,294.00	Insurance (12/01/22 - 12/01/2023)	
28391	12/06/2022	12/13/2022	4325	City Treasurer-Tacoma-SEWER	348,570.47	3rd Qtr 2022 - Sewer Treatment
535 60 44 02	Sewage Treatment		430 000 535 Sewer Fund (dep	348,570.47	3rd Qtr 2022 - Sewer Treatment	
28331	11/30/2022	12/13/2022	7064	Clother, Shannen	250.00	Gym Fees Reimbursement (Mar - Dec 2022) - S. Clother
512 50 20 00	Personnel Benefits-Court		001 000 512 General Fund	250.00	Gym Fees Reimbursement (Mar-Dec 2022) - S. Clother	
28337	11/30/2022	12/13/2022	3555	Code Publishing Co	233.25	Web Update - 11/29/22
511 60 49 03	Codification Costs		001 000 511 General Fund	233.25	Web Update - 11/29/22	
28349	12/01/2022	12/13/2022	7918	Contreras, Alejandra	150.00	Spanish Interpreting (2 hrs), 2A0396272, 2A0396273, 2A0585439, 2A0585440
512 50 41 03	Prof Srvs - Interpreter		001 000 512 General Fund	150.00	Spanish Interpreting (2 hrs), 2A0396272, 2A0396273, 2A0585439, 2A0585440	
28355	12/01/2022	12/13/2022	7918	Contreras, Alejandra	150.00	Spanish Interpreting (2 hrs), 2A0662410, 2A0662411, 2A0647317
512 50 41 03	Prof Srvs - Interpreter		001 000 512 General Fund	150.00	Spanish Interpreting (2 hrs), 2A0662410, 2A0662411, 2A0647317	
				Total Contreras, Alejandra	300.00	
28347	12/01/2022	12/13/2022	3573	Copiers Northwest Inc	42.75	Copier Usage 10/14/22-11/13/22
521 22 45 00	Oper Rentals - Copier - Polic		001 000 521 General Fund	42.75	Copier Usage 10/14/22-11/13/22	
28405	12/06/2022	12/13/2022	3573	Copiers Northwest Inc	433.62	Copier Usage 10/18/22-11/17/22 - CH, Ct, PW, P/R
512 50 45 00	Oper Rentals - Copier - Cou		001 000 512 General Fund	12.42	Court 10/18/22-11/17/22	
518 10 45 00	Oper Rentals - Copier - Non		001 000 518 General Fund	264.33	City Hall 10/18/22-11/17/22	
531 50 45 00	Oper Rentals - Copier - Stor		415 000 531 Storm Drain	21.53	Storm 10/18/22-11/17/22	
534 10 45 02	Oper Rentals - Copier - Wat		425 000 534 Water Fund (dep	21.53	Water 10/18/22-11/17/22	
535 10 45 00	Oper Rentals - Copier - Sew		430 000 535 Sewer Fund (dep	21.52	Sewer 10/18/22-11/17/22	
542 30 45 00	Oper Rentals - Copier - Stre		101 000 542 City Street Fund	21.53	Street 10/18/22-11/17/22	
571 10 45 01	Oper Rentals - Copier - Rec		001 000 571 General Fund	63.69	Rec 10/18/22-11/17/22	
576 80 45 00	Oper Rentals - Copier - Park		001 000 576 General Fund	7.07	Parks 10/18/22-11/17/22	

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			Total Copiers Northwest Inc	476.37	
28394	12/06/2022	12/13/2022	3589 Databar Inc	2,612.92	Town Topics - Statement Production - Oct 2022, Postage, Town Topics Insert & Separate Mailing - Oct 2022
518 10 49 01			Town Topics/Citizen Commu	532.18	Oct 2022 Town Topics Insert & Separate Mailing
531 50 42 01			Postage - Storm	291.96	October 2022 UB Postage
531 50 49 06			Mailing Service - Storm	401.63	October 2022 UB Mailing Svc
534 10 42 01			Postage - Water	291.96	October 2022 UB Postage
534 10 49 06			Mailing Service - Water	401.61	October 2022 UB Mailing Svc
535 10 42 02			Postage - Sewer	291.96	October 2022 UB Postage
535 10 49 05			Mailing Service - Sewer	401.62	October 2022 UB Mailing Svc
28426	12/07/2022	12/13/2022	3589 Databar Inc	661.37	Town Topics - Did You Know Insert
531 50 49 06			Mailing Service - Storm	220.45	Did You Know - Storm
534 10 49 06			Mailing Service - Water	220.46	Did You Know - Water
535 10 49 05			Mailing Service - Sewer	220.46	Did You Know - Sewer
			Total Databar Inc	3,274.29	
28345	12/01/2022	12/13/2022	9254 Doyle Printing Company	35.20	Business Cards - C. Bunger (250)
518 10 34 02			Central Office Printing	35.20	Business Cards - C. Bunger (250)
28369	12/05/2022	12/13/2022	3638 Fircrest Golf Club	1,346.61	Land Rental for Water Tank on Golf Course Property - Dec 2022
534 10 45 01			Land Rental/Water Tank	1,346.61	Land Rental for Water Tank on Golf Course Property - Dec 2022
28392	12/06/2022	12/13/2022	9338 Fuelman Fleet Program	3,166.09	Gas/Fuel Nov 2022
548 65 31 06			Facilities Gas	44.71	Facilities 11/2022
548 65 31 08			Police Gas	2,164.89	Police 11/2022
548 65 31 11			Parks/Rec Gas	236.96	Parks 11/2022
548 65 31 12			Street Gas	369.63	Street 11/2022
548 65 31 14			Wtr/Swr Gas	349.90	W/S 11/2022
28411	12/07/2022	12/13/2022	9382 Garcia, Eduardo	300.00	Gym Fees Reimbursement Jan-Dec 2022 - E Garcia
521 22 20 00			Personnel Benefits - Police	300.00	Gym Fees Reimbursement Jan-Dec 2022 - E Garcia

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28430	12/08/2022	12/13/2022	9748 Geiger	901.20	Furry 4K Bandanas
	573 90 49 01	Community Events	001 000 573	901.20	Furry 4K Bandanas
28424	12/07/2022	12/13/2022	3666 Grainger Inc, Dept 826129041	36.75	P#68 44th St Lift Station Pre-Project Parts
	594 35 63 01	Other Improvements Sewer	432 000 594	36.75	P#68 44th St Lift Station Pre-Project Parts
28393	12/06/2022	12/13/2022	6774 Greenleaf Landscaping 1 Inc	4,823.25	Monthly Landscape Service - Nov 2022
	518 30 41 01	Contract Maintenance	001 000 518	3,626.40	Monthly Landscape Service - Nov 2022
	542 80 49 03	Beautification Services (cont	101 000 542	1,196.85	Monthly Landscape Service - Nov 2022
28365	12/05/2022	12/13/2022	7284 Harrison, Andrew	57.51	02-00530.2 - 125 DEL MONTE AVE
	343 10 00 00	Storm Drain Fees & Charges	415 000 340	-25.54	
	343 40 00 00	Sale Of Water	425 000 340	-27.85	
	343 50 00 00	Sewer Revenues	430 000 340	-4.12	
28384	12/05/2022	12/13/2022	6237 Herrington, Angela	67.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572	67.00	Library Reimbursement - 1 Year
28332	11/30/2022	12/13/2022	3692 Home Depot Credit Services	25.49	Parts for Chlorinator
	534 80 31 02	Oper Supplies - Water	425 000 534	25.49	Parts for Chlorinator
28333	11/30/2022	12/13/2022	3692 Home Depot Credit Services	8.76	Staples for Beautification Projects
	542 80 31 04	Beautification-Supplies	101 000 542	8.76	Staples for Beautification Projects
28342	11/30/2022	12/13/2022	3692 Home Depot Credit Services	23.05	P#68 44th St Lift Station Pre-Project Parts
	594 35 63 01	Other Improvements Sewer	432 000 594	23.05	P#68 44th St Lift Station Pre-Project Parts
28343	11/30/2022	12/13/2022	3692 Home Depot Credit Services	34.60	Supplies for Well #7
	534 50 31 01	Oper Supplies - Water Main	425 000 534	34.60	Supplies for Well #7
			Total Home Depot Credit Services	91.90	
28372	12/05/2022	12/13/2022	7298 Hughey, Kaylee	33.50	Library Reimbursement - 1/2 Year
	572 21 49 00	Library Services	001 000 572	33.50	Library Reimbursement - 1/2 Year
28348	12/01/2022	12/13/2022	4131 Humane Society - Tacoma	688.50	December 2022 Boarding Contract
	554 30 41 00	Animal Control	001 000 554	688.50	December 2022 Boarding Contract

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28371	12/05/2022	12/13/2022	6939	Leavitt Group NW	10,000.00	Insurance Broker Fee 12/01/22-12/01/23
	518 30 46 00	Insurance	001 000 518	General Fund	10,000.00	Insurance Broker Fee 12/01/22-12/01/23
28329	11/30/2022	12/13/2022	9860	Ledger Square Law	3,402.00	City of Ruston - November 2022
	515 41 41 03	City Prosecutor	001 000 515	General Fund	3,402.00	City of Ruston - November 2022
28330	11/30/2022	12/13/2022	9860	Ledger Square Law	7,110.00	City of Fircrest - November 2022
	515 41 41 03	City Prosecutor	001 000 515	General Fund	7,110.00	City of Fircrest - November 2022
			Total Ledger Square Law	10,512.00		
28428	12/07/2022	12/13/2022	3776	Lemay Mobile Shredding	35.80	Shredding - 10/2022 - PW
	531 50 49 00	Miscellaneous - Storm	415 000 531	Storm Drain	11.94	Shredding 10/2022 - PW
	534 10 49 00	Miscellaneous - Water	425 000 534	Water Fund (de	11.93	Shredding 10/2022 - PW
	535 10 49 00	Miscellaneous - Sewer	430 000 535	Sewer Fund (de	11.93	Shredding 10/2022 - PW
28374	12/05/2022	12/13/2022	10082	Lewis, Kalina	67.00	Library Reimbursement - 1 Year (Ezekiel)
	572 21 49 00	Library Services	001 000 572	General Fund	67.00	Library Reimbursement - 1 Year (Ezekiel)
28328	11/30/2022	12/13/2022	3789	Lovelace, Linda Kay	67.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572	General Fund	67.00	Library Reimbursement - 1 Year
28366	12/05/2022	12/13/2022	10116	Lunstrum, Carly	30.59	02-02460.3 - 415 PRINCETON ST
	343 10 00 00	Storm Drain Fees & Charges	415 000 340	Storm Drain	-6.78	
	343 40 00 00	Sale Of Water	425 000 340	Water Fund (de	-7.42	
	343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (de	-16.39	
28401	12/06/2022	12/13/2022	2744	McKeller*, Michael	67.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572	General Fund	67.00	Library Reimbursement - 1 Year
28312	11/28/2022	12/13/2022	6369	McLendon Hardware Inc (Tacoma)	859.68	Holiday Lights for Big Island
	542 80 31 04	Beautification-Supplies	101 000 542	City Street Fund	859.68	Holiday Lights for Big Island
28340	11/30/2022	12/13/2022	6369	McLendon Hardware Inc (Tacoma)	528.78	Lights for Tree Lighting Ceremony
	576 80 31 02	Oper Supplies - Parks	001 000 576	General Fund	528.78	Lights for Tree Lighting Ceremony
28341	11/30/2022	12/13/2022	6369	McLendon Hardware Inc (Tacoma)	-92.65	Credit for Returned Lights for Tree Lighting Ceremony

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	576 80 31 02	Oper Supplies - Parks	001 000 576 General Fund	-92.65	Credit for Returned Lights for Tree Lighting Ceremony
28357	12/01/2022	12/13/2022	6369 McLendon Hardware Inc (Tacoma)	141.01	Holiday Lights - City Hall
	518 30 31 04	Oper Sup/CH	001 000 518 General Fund	141.01	Holiday Lights - City Hall
28383	12/05/2022	12/13/2022	6369 McLendon Hardware Inc (Tacoma)	344.20	Holiday Lights
	518 30 31 01	Oper Sup/Rec Bldg	001 000 518 General Fund	344.20	Holiday Lights
28420	12/07/2022	12/13/2022	6369 McLendon Hardware Inc (Tacoma)	19.83	Supplies for Wall Repair
	518 30 31 04	Oper Sup/CH	001 000 518 General Fund	19.83	Supplies for Wall Repair
Total McLendon Hardware Inc (Tacoma)				1,800.85	
28373	12/05/2022	12/13/2022	8642 Olivarez, Samantha N	81.95	Gym Fees Reimbursement - Jan - Dec 2022
	512 50 20 00	Personnel Benefits-Court	001 000 512 General Fund	81.95	Gym Fees Reimbursement - Jan - Dec 2022
28313	11/28/2022	12/13/2022	3923 Orca Pacific Inc	811.64	Chlorine for Wells (177 gallons)
	534 80 31 03	Oper Supplies - Chlorine	425 000 534 Water Fund (de	811.64	Chlorine for Wells (177 gallons)
28425	12/07/2022	12/13/2022	3923 Orca Pacific Inc	307.45	Hydrochloric Acid (30 Gal) for Pool
	576 20 31 01	Pool Supplies-Chemicals	001 000 576 General Fund	307.45	Hydrochloric Acid (30 Gal) for Pool
Total Orca Pacific Inc				1,119.09	
28403	12/06/2022	12/13/2022	3958 PC Budget & Finance - Jail	190.47	Jail Services - October 2022
	523 60 40 01	Jail	001 000 523 General Fund	190.47	Jail Services - October 2022
28387	12/05/2022	12/13/2022	3957 PC Budget & Finance	862.49	#60452 Radar Repair
	548 65 48 08	O & M - Police	501 000 548 Equipment Rent	862.49	#60452 Radar Repair
28427	12/07/2022	12/13/2022	3961 PCRCD, LLC dba LRI-HV	1,886.55	Dump Fees - Street Sweeping - November 2022
	531 50 47 01	Dumping Fees - Storm	415 000 531 Storm Drain	1,886.55	Dump Fees - Street Sweeping - November 2022
28399	12/06/2022	12/13/2022	8626 Pacific Office Automation Inc	144.03	Postage Meter Rental - Dec 2022
	518 10 42 01	Postage - Non-Dept	001 000 518 General Fund	144.03	Postage Meter Rental - Dec 2022
28379	12/05/2022	12/13/2022	4680 Parametrix Engineering	2,785.00	P#64 Prof Services through 10/29/22



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	594 76 62 03	Buildings & Structures	301 000 594 Park Bond Capit	2,785.00	P#64 Prof Services through 10/29/22
28414	12/07/2022	12/13/2022	3945 Patriot Fire Protection, Inc	264.00	Fire Alarm Inspection
	518 30 48 04	Rep & Maint - PSB	001 000 518 General Fund	264.00	Fire Alarm Inspection
28418	12/07/2022	12/13/2022	3955 Petrocard Systems Inc	424.55	Gas/Fuel - November 2022
	548 65 31 12	Street Gas	501 000 548 Equipment Rent	150.61	Street 11/2022
	548 65 31 13	Storm Gas	501 000 548 Equipment Rent	273.94	Storm 11/2022
28334	11/30/2022	12/13/2022	10209 Polly L. MacLean, CSC	188.80	ASL Interpreting 11/22 Council Meeting (2 hrs plus mileage)
	511 60 41 00	Prof Svcs - Legislative	001 000 511 General Fund	188.80	ASL Interpreting 11/22 Council Meeting (2 hrs plus mileage)
28417	12/07/2022	12/13/2022	4828 Protect Youth Sports	262.80	Background Checks for Parks/Rec
	518 11 41 00	Prof Svcs - Personnel	001 000 518 General Fund	262.80	Background Checks for Parks/Rec
28409	12/06/2022	12/13/2022	3986 Puget Sound Energy, BOT-01H	767.86	Natural Gas - Pool/Bathhouse - November 2022
	576 20 47 00	Public Utility Services - Pool	001 000 576 General Fund	767.86	Natural Gas - Pool/Bathhouse - November 2022
28410	12/06/2022	12/13/2022	3986 Puget Sound Energy, BOT-01H	69.09	Natural Gas - Rec Center - November 2022
	571 10 47 00	Public Utility Services-Rec	001 000 571 General Fund	69.09	Natural Gas - Rec Center - November 2022
			Total Puget Sound Energy, BOT-01H	836.95	
28380	12/05/2022	12/13/2022	5710 Rainier Connect, Mashell Telecom	33.08	Internet Pool/Bathhouse 10/2022 (Service Cancelled 10/6/22)
	518 81 42 00	Communication/Internet - I/	001 000 518 General Fund	33.08	Internet Pool/Bathhouse 10/2022 (Service Cancelled 10/6/22)
28382	12/05/2022	12/13/2022	5710 Rainier Connect, Mashell Telecom	106.95	Internet Access Fee - City Hall - Dec 2022
	518 81 42 00	Communication/Internet - I/	001 000 518 General Fund	106.95	Internet Access Fee - City Hall - Dec 2022
			Total Rainier Connect, Mashell Telecom	140.03	
28356	12/01/2022	12/13/2022	4008 Rider, Amy	67.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	67.00	Library Reimbursement - 1 Year

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28370	12/05/2022	12/13/2022	8893 Right Systems INC	3,685.00	IT Managed Services - December 2022
	518 81 41 01	Prof Svcs - I/S	001 000 518 General Fund	3,685.00	IT Managed Services - December 2022
28335	11/30/2022	12/13/2022	337 Roberts, Christopher	50.00	Gym Fee Reimbursement - Sept & Oct 2022
	521 22 20 00	Personnel Benefits - Police	001 000 521 General Fund	50.00	Gym Fee Reimbursement - Sept & Oct 2022
28352	12/01/2022	12/13/2022	4018 Rosen Supply Company Inc	845.78	Weathervane Booster Pump Station Check Valves (2)
	534 50 31 01	Oper Supplies - Water Main	425 000 534 Water Fund (de	845.78	Weathervane Booster Pump Station Check Valves (2)
28353	12/01/2022	12/13/2022	4018 Rosen Supply Company Inc	56.31	Water Service Repair Part
	534 50 31 01	Oper Supplies - Water Main	425 000 534 Water Fund (de	56.31	Water Service Repair Part
Total Rosen Supply Company Inc				902.09	
28314	11/28/2022	12/13/2022	4035 Sarco Supply	660.17	SAA #1865 - Replacement Vacuum Cleaner
	518 30 31 04	Oper Sup/CH	001 000 518 General Fund	660.17	SAA #1865 - Replacement Vacuum Cleaner
28397	12/06/2022	12/13/2022	6088 Sentinel Pest Control Inc	110.00	Pest Control - City Hall - 12/2022
	518 30 48 02	Rep & Maint - City Hall	001 000 518 General Fund	110.00	Pest Control - City Hall - 12/2022
28398	12/06/2022	12/13/2022	6088 Sentinel Pest Control Inc	196.35	Pest Control - PW - 12/2022
	531 50 48 00	Rep & Maint - Storm	415 000 531 Storm Drain	49.09	Pest Control - PW - 12/2022
	534 50 48 01	Rep & Maint - Water Maint	425 000 534 Water Fund (de	49.09	Pest Control - PW - 12/2022
	535 50 48 00	Rep & Maint - Sewer Maint	430 000 535 Sewer Fund (de	49.09	Pest Control - PW - 12/2022
	542 30 48 01	Rep & Maint - Street Maint	101 000 542 City Street Fund	49.08	Pest Control - PW - 12/2022
Total Sentinel Pest Control Inc				306.35	
28421	12/07/2022	12/13/2022	7992 Speedy Glass	382.76	#68054D Window Replacement for Rock Chip
	548 65 48 11	O & M - Parks/Rec	501 000 548 Equipment Rent	382.76	#68054D Window Replacement for Rock Chip
28339	11/30/2022	12/13/2022	4084 Staples Business Advantage	40.58	Office Supplies - Court
	512 50 31 00	Office & Oper Sup-Court	001 000 512 General Fund	40.58	Office Supplies - Court
28350	12/01/2022	12/13/2022	4084 Staples Business Advantage	181.79	Office Supplies - Court
	512 50 31 00	Office & Oper Sup-Court	001 000 512 General Fund	181.79	Office Supplies - Court

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
			Total Staples Business Advantage	222.37	
28402	12/06/2022	12/13/2022	4107 Summit Law Group	384.00	Legal Consulting PW - Oct 2022
531 50 41 00	Prof Svcs - Storm		415 000 531 Storm Drain	96.00	Legal Consulting PW - Oct 2022
534 10 41 00	Prof Svcs - Water		425 000 534 Water Fund (de	96.00	Legal Consulting PW - Oct 2022
535 10 41 00	Prof Svcs - Sewer		430 000 535 Sewer Fund (de	96.00	Legal Consulting PW - Oct 2022
542 30 41 00	Prof Svcs - Street		101 000 542 City Street Fund	96.00	Legal Consulting PW - Oct 2022
28388	12/05/2022	12/13/2022	9888 T-Mobile (Cell Phone Bill)	1,187.87	City Cell Phones & Air Cards 11/2022
513 10 42 00	Communication - Admin		001 000 513 General Fund	29.32	City Manager 11/2022 - C Corcoran
518 30 42 00	Communication - Fac/Equip		001 000 518 General Fund	87.98	Maint. Lead, 2 Workers 11/2022
521 22 42 00	Communication - Police		001 000 521 General Fund	693.49	Police Officers, Chief and Air Cards 11/2022
524 20 42 00	Communications- Bldg		001 000 524 General Fund	14.66	Admin Svcs Dir. 11/2022
531 50 42 00	Communication - Storm		415 000 531 Storm Drain	64.95	Public Works Crew, Director, Billing Clerk 11/2022
534 10 42 00	Communication - Water		425 000 534 Water Fund (de	64.95	Public Works Crew, Director, Billing Clerk 11/2022
535 10 42 01	Communication - Sewer		430 000 535 Sewer Fund (de	64.95	Public Works Crew, Director, Billing Clerk 11/2022
542 30 42 00	Communication - Street		101 000 542 City Street Fund	64.95	Public Works Crew, Director, Billing Clerk 11/2022
558 60 42 00	Communications - Planning		001 000 558 General Fund	14.66	Admin Svcs Dir. 11/2022
576 80 42 00	Communication - Parks		001 000 576 General Fund	87.96	P/R Director, Events, Maint. Worker 11/2022
28422	12/07/2022	12/13/2022	4120 Tacoma Daily Index	223.44	November 2022 Publications
511 60 41 01	Advertising - Legislative		001 000 511 General Fund	223.44	Legislative Advertising
28400	12/06/2022	12/13/2022	4322 Tacoma, City of - POWER	2,991.50	Power - Various Locations - November 2022
534 80 47 01	Utility Services/Pumping		425 000 534 Water Fund (de	2,437.15	Wells 11/2022
535 80 47 01	Utility Services/Pumping		430 000 535 Sewer Fund (de	517.92	Pumps 11/2022
542 30 47 03	Electricity/Traffic Lights		101 000 542 City Street Fund	23.99	Traffic Control 11/2022
542 63 47 00	Electricity/Street Lights		101 000 542 City Street Fund	12.44	Street Lights 11/2022
28354	12/01/2022	12/13/2022	4139 Tapco Visa Card	2,390.30	Shelves for Grant/PW Attic
513 10 35 00	Small Tools & Equip - Adm		001 000 513 General Fund	2,390.30	Shelves for Grant/PW Attic
28385	12/05/2022	12/13/2022	5259 The Dickens Carolers	741.00	Tree Lighting Ceremony Entertainment
573 90 49 01	Community Events		001 000 573 General Fund	741.00	Tree Lighting Ceremony Entertainment
28406	12/06/2022	12/13/2022	5934 US Bank, City Hall Account	1,016.30	P-Card Charges Through 11/25/22
512 50 31 00	Office & Oper Sup-Court		001 000 512 General Fund	97.86	Court Office Supplies
513 10 35 00	Small Tools & Equip - Adm		001 000 513 General Fund	109.99	Admin Office Supplies - Records Grant

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514 23 49 01	Reg & Tuition - Finance		001 000 514 General Fund	10.00	PSFOA November Meeting - L. Chambers
517 90 31 01	Wellness Program - Supplie:		001 000 517 General Fund	140.40	Wellnes & Safety Joint Meeting Lunch
518 10 42 01	Postage - Non-Dept		001 000 518 General Fund	207.90	Postage - Passport & Admin
518 10 49 02	Notary		001 000 518 General Fund	30.00	Notary License - J. Westman
518 81 35 00	Small Tools & Equip - I/S		001 000 518 General Fund	266.20	UPS Replacement Battery
524 20 35 00	Small Tools & Equip - Bldg		001 000 524 General Fund	77.95	Office Chair for K. Singh
558 60 35 00	Small Tools & Equip - Plan		001 000 558 General Fund	76.00	Office Chair for K. Singh
28407	12/06/2022	12/13/2022	28483 US Bank, Public Works Dept Account	2,229.60	P-Card Charges Through 11/25/22
518 30 31 01	Oper Sup/Rec Bldg		001 000 518 General Fund	878.60	Hooks/Clips & Lights for Community Center
531 50 31 02	Oper Supplies - Storm		415 000 531 Storm Drain	10.17	Phone Case & Charge Block for S. Marez
534 10 49 02	Reg & Tuition - Water		425 000 534 Water Fund (de	600.00	Evergreen Rural Annual Conf. - S. Marez & N. Parsons
534 80 31 02	Oper Supplies - Water		425 000 534 Water Fund (de	10.17	Phone Case & Charge Block for S. Marez
535 80 31 00	Oper Supplies - Sewer Gen (		430 000 535 Sewer Fund (de	10.17	Phone Case & Charge Block for S. Marez
542 30 31 02	Oper Supplies - Street Reg		101 000 542 City Street Fund	10.16	Phone Case & Charge Block for S. Marez
548 65 48 12	O & M - Street		501 000 548 Equipment Rent	319.86	De-Icer Pump
576 20 31 03	Oper Supplies - Pool		001 000 576 General Fund	390.47	Holiday Light Replacement
28408	12/06/2022	12/13/2022	28484 US Bank, Recreation Dept Account	824.82	P-Card Charges Through 11/25/22
571 10 31 02	Senior Supplies		001 000 571 General Fund	398.35	Senior Morning Supplies
571 10 41 00	Senior Trips		001 000 571 General Fund	176.00	Senior Day Trip - Mohai Museum
573 90 49 01	Community Events		001 000 573 General Fund	250.47	Tree Lighting Supplies
28390	12/05/2022	12/13/2022	4172 Union 76 Royal	69.00	Gas/Fuel - Police - Card Reader Issue
548 65 31 08	Police Gas		501 000 548 Equipment Rent	69.00	Gas/Fuel - Police - Card Reader Issue
28395	12/06/2022	12/13/2022	4178 University Place Refuse Inc	3,443.54	Street Dump Fees, Drop Box Rental - November 2022
531 50 47 01	Dumping Fees - Storm		415 000 531 Storm Drain	630.00	Dumping Fees - Storm
534 80 47 02	Dumping Fees - Water		425 000 534 Water Fund (de	936.51	Dumping Fees - Water
535 80 47 02	Dumping Fees - Sewer		430 000 535 Sewer Fund (de	938.52	Dumping Fees - Sewer
542 30 47 01	Dumping Fees - Street		101 000 542 City Street Fund	938.51	Dumping Fees - Street
28336	11/30/2022	12/13/2022	9253 University Place Tire & Auto	84.58	#71532D - 2020 Jeep Compass - LOF
548 65 48 14	O & M - Wtr/Swr		501 000 548 Equipment Rent	84.58	#71532D - 2020 Jeep Compass - LOF
28376	12/05/2022	12/13/2022	9253 University Place Tire & Auto	529.40	#62853D - 2017 Ford Escape - LOF & Two New Tires
548 65 48 05	O & M - Non-Dept.		501 000 548 Equipment Rent	529.40	#62853D - 2017 Ford Escape - LOF & Two New Tires

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			Total University Place Tire & Auto	613.98	
28375	12/05/2022	12/13/2022	4179 Unum Life Insurance Company of America	46.80	Retired Benefits - Dec 2022
	521 22 20 02	LEOFF I Long Term Care Pre	001 000 521 General Fund	46.80	Retired Benefits - Dec 2022
28346	12/01/2022	12/13/2022	4850 Uptown Printing & Graphics Inc	385.00	Accounts Payable Checks (2,000)
	514 23 49 02	Printing & Binding - Finance	001 000 514 General Fund	385.00	Accounts Payable Checks (2,000)
28396	12/06/2022	12/13/2022	4180 Utilities Underground	22.76	Locates 11/2022
	534 10 49 00	Miscellaneous - Water	425 000 534 Water Fund (de	11.38	Locates 11/2022
	535 10 49 00	Miscellaneous - Sewer	430 000 535 Sewer Fund (de	11.38	Locates 11/2022
28415	12/07/2022	12/13/2022	5129 Viafore, Bonnie	250.00	Security Deposit Refund for Reservation # 1227531, Invoice # 0022182
	582 10 00 00	Deposit Refunds	001 000 580 General Fund	250.00	Security Deposit Refund for Reservation pm 11/5/22
28423	12/07/2022	12/13/2022	9959 WAPRO	25.00	Annual Membership - 12/1/22-11/30/23 - J Westman
	513 10 49 02	Dues, Membrshp, Sub - Adn	001 000 513 General Fund	25.00	Annual Membership - 12/1/22-11/30/23 - J Westman
28389	12/05/2022	12/13/2022	3645 WEX BANK, Wright Express FSC	332.73	Gas/Fuel November 2022
	548 65 31 08	Police Gas	501 000 548 Equipment Rent	332.73	Police 11/2022
28351	12/01/2022	12/13/2022	4247 Wofesco Inc	25.83	Parts for Replacement Pump for De-Icer Tank
	548 65 48 12	O & M - Street	501 000 548 Equipment Rent	25.83	Parts for Replacement Pump for De-Icer Tank
28344	12/01/2022	12/13/2022	10035 Zoom Video Communications	1,419.17	Monthly Phone Rental - 11/30-12/30/22
	518 10 42 00	Communication - Non Dept	001 000 518 General Fund	1,419.17	Monthly Phone Rental - 11/30 - 12/30/22
28377	12/05/2022	12/13/2022	10035 Zoom Video Communications	10.27	Extra Storage for Meeting Recordings 11/23/22-11/29/22
	513 10 42 00	Communication - Admin	001 000 513 General Fund	10.27	Extra Storage for Meeting Recordings 11/23/22-11/29/22
28378	12/05/2022	12/13/2022	10035 Zoom Video Communications	1,375.17	Monthly Phone Rental - 10/31-11/29/22
	518 10 42 00	Communication - Non Dept	001 000 518 General Fund	1,375.17	Monthly Phone Rental - 10/31-11/29/22

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
			Total Zoom Video Communications	2,804.61	
			Report Total:	699,013.22	
			<u>Fund</u>		
			001 General Fund	288,172.50	
			101 City Street Fund	6,657.23	
			301 Park Bond Capital Fund	2,785.00	
			415 Storm Drain	3,773.96	
			425 Water Fund (department)	8,354.50	
			430 Sewer Fund (department)	351,256.44	
			432 Sewer Improvement Fund	59.80	
			501 Equipment Rental Fund	37,953.79	

This report has been reviewed by:

REMARKS:

Signature & Title	Date



**LIQUOR LICENSE RENEWAL**

**Applicant Information**

Licensee Name: Regents Café, LLC  
Establishment Name: Spring Lake Café  
Address: 616 Regents Blvd, Fircrest, WA 98466  
License Number: 421622  
Request Received: 11/21/2022  
Expiration Date: 02/28/2023

**Department Comments**

**Finance**

No concerns per Finance

**Planning and Building**

Allowed by zone. No objections.

**Police**

No Concerns

*Lindsay Chambers*

Director Signature

11/21/2022

Date

*Jayne Westman*

Director Signature

11/21/2022

Date

*John Cheesman*

Director Signature

11/21/2022

Date



Washington State  
Liquor and Cannabis Board  
PO Box 43098,

, Olympia WA 98504-3098, (360) 664-1600

MAYOR OF FIRCREST  
115 RAMSDELL  
FIRCREST, WA 98466





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

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

**November 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: 11/06/2022

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF FIRCREST  
(BY ZIP CODE) FOR EXPIRATION DATE OF 20230228

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 REGENTS CAFE LLC	SPRING LAKE CAFE 616 REGENTS BLVD FIRCREST WA 98466 7043	421622	BEER/WINE REST - BEER/WINE

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

Mayor Brett L. Wittner called the special meeting to order at 6:00 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.

**AGENDA MODIFICATIONS**

There were none.

**AV SYSTEM DISCUSSION**

Interim City Manager Corcoran provided an overview of the current audio-visual system and briefed the Council on the proposed system. Discussions included using ARPA funds, sound-damping panels, voice translation software, and continuing the American Sign Language contract. Administrative Services Director Westman stated that she will send Council questions to the AV consultants and will request an amended quote. Wittner requested Corcoran to bring the contract for approval at the December 13, 2022, regular meeting.

**CITY MANAGER RECRUITMENT DISCUSSION**

Corcoran briefed the Council on the responsive firms for the City Manager recruitment and stated that the Civil Service requested to have staff recommend the top three firms for the Police Chief recruitment. Discussions included firm presentations, previous relationships, and reference checks. There was a Council consensus to have Colin Baenziger & Associates, Prothman, GMP Consultants, and Slavin Management Consultants present their recruitment proposals at the December 19, 2022 study session.

**ADJOURNMENT**

**Bufford MOVED to adjourn the meeting at 6:48 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 L. 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.

**PRESIDING OFFICER’S REPORT**

Councilmember George joined the meeting at 7:04 P.M.

**A. Civil Service Appointment**

Interim City Manager Corcoran briefed the Council on her appointment for the Fircrest Civil Service Commission vacancy. **Viafore MOVED to confirm the Interim City Manager’s appointment of Phillip A. Wilson to fill the 6-year term on the Fircrest Civil Service Commission beginning November 23, 2022, and ending on November 22, 2028; seconded by Reynolds.** Wittner invited councilmember comment; none were provided. Wittner invited public comment; none were provided. **The Motion Carried (7-0).**

**CITY MANAGER COMMENTS**

Interim City Manager Corcoran reported on her requested time off.

Corcoran reported that the Pierce County Regional Council and South Sound Housing Affordability Partners appointments expire on December 31, 2022. Council requested to have Councilmembers appointed at the next regular meeting.

There was a discussion on the Pierce Transit Board appointment.

**A. City Building Closures**

Corcoran requested to close City buildings from 11:30 A.M. to 1:30 P.M. on December 16, 2022, for the annual City staff luncheon. **Viafore MOVED to close all City Buildings on December 16, 2022, from 11:30 – 1:30 for the annual City Wellness Lunch; seconded by Bufford.** Wittner invited Councilmember comments; none were provided. Wittner invited public comment; none were provided. **The Motion Carried (7-0).**

Corcoran requested to close the Roy H. Murphy Community Center on December 24, 2022, for Christmas Eve. **Viafore MOVED to close the Roy H. Murphy Community Center on December 24, 2022, to allow recreation staff to spend Christmas Eve with their families; seconded by Barrentine.** Wittner invited Councilmember comments; none were provided. Wittner invited public comment; none were provided. **The Motion Carried (7-0).**

Corcoran requested to close the Roy H. Murphy Community Center on December 31, 2022, for New Year’s Eve. **Viafore MOVED to close the Roy H. Murphy Community Center on December 31, 2022, to allow recreation staff to safely celebrate New Year’s Eve; seconded by Barrentine.** Wittner invited Councilmember comments; none were provided. Wittner invited public comment; none were provided. **The Motion Carried (7-0).**

**DEPARTMENT HEAD COMMENTS**

- Police Chief Cheesman reported on the lateral Police Officer applicants and current staffing.

- Public Works Director Bemis reported that Curtis High School Boys Water Polo won State Championships.
- Parks & Recreation Director Grover reported on the Christmas tree lighting event details.
- Administrative Services Director Westman reported on the draft Four Corners agreement.

**COUNCILMEMBER COMMENTS**

- Andrews commented on the readerboard.
- Bufford; no comment provided.
- George; no comment provided.
- Barrentine; no comment provided.
- Reynolds; no comment provided.
- Viafore reported that former Mayor Larry Cavanaugh’s wife, Lora Cavanaugh, passed away and gave his condolences. Viafore wished everyone a safe and Happy Thanksgiving.
- Wittner thanked the meeting attendees and wished everyone a Happy Thanksgiving.

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

Wittner invited public comment; the following individuals provided email or oral comments:

- Vince Navarre, 1205 Del Monte Ave, commented on the Police Department’s speeding enforcement.

**COMMITTEE, COMMISSION, AND LIAISON REPORTS**

**A. Parks & Recreation**

George reported on the Fircrest Tennis Court RFQ, and Whitter Master Plan RFP. George stated that the Fircrest Parks Foundation provided their first donation and they are in the process of creating a procedure for donations. Lastly, George reported on several events occurring at the Community Center. There was a brief discussion on the Fircrest Tennis Court.

**B. Pierce County Regional Council**

Reynolds reported that the Tacoma-Pierce County Health Department presented the Opioid Settlement Funding Priorities, Bethel School District presented Transportation concerns and Ceiba Consulting discussed the 2023 Legislative Priorities. Lastly, the Pierce County Regional Council held its election of 2023 officers and Puget Sound Regional Council appointments.

**C. Public Safety, Courts**

Viafore reported that Interim City Manager appointed a new City prosecutor. There was a discussion held on crosswalk improvements on Contra Costa Ave and legislative priorities.

**D. Street, Water, Sewer, and Storm Drain**

Barrentine reported that Public Works will be placing Christmas décor throughout the City and reported that Maintenance Worker II, Salvador Marez, is acclimating well.

**E. Other Liaison Reports**

There were none.

### **CONSENT CALENDAR**

Wittner requested the Deputy City Clerk read the Consent Calendar: approval of Voucher No. 218799 through Voucher Check No. 218863 in the amount of \$456,933.88; approval of Payroll Check Nos. 14214 through Payroll Check No. 14214 in the amount of \$595.37; approval of Payroll electronic funds transfer in the amount of \$128,461.37 and; approval of the November 8, 2022, Regular Meeting minutes. **Viafore MOVED to approve the Consent Calendar as read; seconded by Barrentine.** Andrews requested to remove Invoice 28304: Agrishop Inc. in the amount of \$584.58. **The Motion to Approve the Consent Calendar Carried (7-0) as amended.** Andrews commented for further details. There was a discussion held on procedures for stolen goods, and maintaining City property secure. **Viafore MOVED to approve the payment for Invoice 28304: Agrishop Inc in the amount of \$584.58 to replace the stolen backpack blower; seconded by Reynolds. The Motion Carried (7-0).**

### **PUBLIC HEARING**

There was no public hearing scheduled.

### **UNFINISHED BUSINESS**

There was no unfinished business.

### **NEW BUSINESS**

#### **A. Ordinance No. 1698: Adopting the 2023 Budget**

Corcoran briefed the Council on the proposed ordinance adopting the annual budget for the fiscal year 2023, stating the total of the 2023 Budget, which included estimated revenues, expenditures, and fund balances, was \$32,718,002. **Bufford MOVED to adopt Ordinance No. 1698, adopting the annual budget of the City of Fircrest for the Fiscal Year 2023; seconded by Barrentine.** Wittner invited Councilmember comments. Discussions included property taxes, the additional police officer, and the cost of living adjustment. Wittner invited public comment; none were provided. **The Motion Carried (7-0).**

#### **B. Resolution No. 1800: Change Time for 12/27/22 Regular Meeting**

Corcoran briefed the Council on changing the time of the December 27<sup>th</sup> Regular Council Meeting to start at 4:00 P.M. **Barrentine MOVED to adopt Resolution No. 1800, changing the time of the December 27, 2022, meeting from 7:00 P.M. to 4:00 P.M.; seconded by Bufford.** Wittner invited councilmember comment. Andrews commented on having a quorum. Wittner commented on new employee introductions. Wittner invited public comment; none were provided. **The Motion Carried (7-0).**

#### **C. Resolution No. 1801: Kenyon Disend, PLLC Contract Amendment**

Corcoran briefed the Council on the proposed resolution and stated that the 2023 rate will be \$255 per hour. **Bufford MOVED to adopt Resolution No. 1801, authorizing the Interim City Manager to execute Amendment #1 to the professional services agreement with Kenyon Disend, PLLC for City Attorney services; seconded by Barrentine.** Wittner invited Councilmember comments; none were provided. Wittner invited public comment; none were provided. **The Motion Carried (7-0).**

**D. Resolution No. 1802: Amending the Hearings Examiner Agreement with Olbrechts, PLLC**

Administrative Services Director Westman briefed the Council on the proposed amendment to the professional services agreement with Olbrechts to extend the contract term and update the schedule of rates. **Barrentine MOVED to adopt Resolution No. 1802, authorizing the Interim City Manager to execute an amendment to the contract for hearing examiner services with Olbrechts & Associates, PLLC in 2023; seconded by Bufford.** Wittner invited Councilmember comments; none were provided. Wittner invited public comment; none were provided. **The Motion Carried (7-0).**

**E. Resolution No. 1803: Summit Law Contract Amendment**

Corcoran briefed the Council on the proposed amendment to the professional services agreement with Summit Law Group to extend the contract term and update the schedule of rates. **Bufford MOVED to adopt Resolution No. 1803, authorizing the Interim City Manager to execute Amendment #16 to the professional services agreement with Summit Law Group for personnel legal services; seconded by Barrentine.** Wittner invited councilmember comment; none were provided. Wittner invited public comment; none were provided. **The Motion Carried (7-0).**

**F. Ordinance No. 1699: Adjusting the Sewer Rate**

Public Works Director Bemis briefed the Council on the proposed ordinance and stated the increase will supplement increased maintenance and operations, and sewage treatment costs. **Bufford MOVED to adopt Ordinance No. 1699, amending Ordinance No. 1627 Section 1 FMC 21.12.010 Residential and Commerical Sewer Rates and Sewage Treatment Pass through costs from Tacoma Wastewater; seconded by Barrentine.** Wittner invited Councilmember comments. Andrews commented on household financial impacts. Viafore commented on analyzing non-resident sewer rates. Wittner invited public comment; none were provided. **The Motion Carried (7-0).**

**G. Ordinance No. 1700: Adjusting the Storm Rate**

Public Works Director Bemis briefed the Council on the proposed ordinance and stated the increase will supplement increased maintenance and operations. **Barrentine MOVED to adopt Ordinance No. 1700, amending Ordinance No. 1587 Section 1 FMC 20.16.030 Bi-Monthly stormwater rate schedule; seconded by Bufford.** Wittner invited Councilmember comments; none were provided. Wittner invited public comment; none were provided. **The Motion Carried (7-0).**

Viafore commented on the effective date. Bemis stated that the new rates will be effective in the first full billing cycle of 2023.

**H. Ordinance No. 1701: Adjusting the Water Rate**

Public Works Director Bemis briefed the Council on the proposed ordinance and stated that the increase was recommended by the financial analysis of the updated Water System Plan. **Bufford MOVED to adopt Ordinance No. 1701, amending Ordinance No. 1681 Section 1 FMC 21.04.030 Residential Rate; and amending Ordinance No. 1681 Section 2 Commercial Rate; seconded by Barrentine.** Wittner invited Councilmember comments. There was a brief discussion on the utility rates. Wittner invited public comment; none were provided. **The Motion Carried (7-0).**



**I. Resolution No. 1804: Approval of GIS Services Contract Amendment**

Public Works Director Bemis briefed the Council on the proposed resolution extending the term through December 31, 2023. **Barrentine MOVED to adopt Resolution No. 1804, authorizing the Interim City Manager to execute an amendment to the contract for on-call GIS support services with NW GIS Consulting, LLC for the calendar year 2023; seconded by Bufford.** Wittner invited Councilmember comments; none were provided. Wittner invited public comment; none were provided. **The Motion Carried (7-0).**

Bufford left the meeting at 8:29 P.M. and returned at 8:31 P.M.

**J. Information Only: 3rd Quarter Financial Report**

Interim Finance Director Chambers presented the 3<sup>rd</sup> quarter report which includes APRA grant funds received and highlighted revenue comparisons year to year. General property tax revenue is at 56 percent of the budget. The budget is not reflective of revenue to be received from Pierce County Assessor. Chambers stated that retail sales increased while telephone tax revenue continues to decrease. Lastly, Chambers reported that this report will be available online. Viafore requested a report on delinquent property tax.

**K. No Action Taken: 1st reading of the 2022 budget amendment # 3**

Interim Finance Director Chambers stated that there were marginal errors on the second budget adjustment, which were corrected for the third budget amendment. Legal counsel confirmed that the 2022 budget amendment #2 ordinance does not need to be readopted. Chambers briefed the Council on the first reading of the third budget adjustment to the Adopted 2022 Budget and reported on the proposal for additional appropriations for anticipated revenues and expenditures not provided for in the Adopted 2022 Budget. Wittner invited councilmember comment; none were provided.

**L. Resolution No. 1805: WSDOT Project Administration Agreement**

Public Works Director Bemis briefed the Council on the proposed resolution and stated that the Washington State Department of Transportation will provide documentation and reporting for certification acceptance. **Bufford MOVED to adopt Resolution No. 1805, authorizing the Interim City Manager to execute a Project Administration Agreement with the Washington State Department of Transportation for Certification Acceptance services for the projects of Regents Blvd west Overlay and Emerson St West Sidewalk Extension; seconded by Barrentine.** Wittner invited Councilmember comments; none were provided. Wittner invited public comment; none were provided. **The Motion Carried (7-0).**

**CALL FOR FINAL COMMENTS**

- Bemis commented on the stolen City property.
- Chief Cheesman thanked Council for the additional police officer.
- George commented on MacKenzie Scott's donation to the Tacoma Public Schools District.
- Westman commented on Periodic Update RFQ and stated that the City has not received responsive bids. The RFQ will be reposted.
- Wittner commented on ARPA funds for homeowner assistance and asked City Staff to post on the website.

**EXECUTIVE SESSION**

At 8:52 P.M., Wittner reported that the Council would take a five-minute recess and convene into Executive Session, not to exceed fifteen (15) minutes, to discuss labor negotiations per RCW 42.30.140(4)(b). Wittner noted that Interim City Manager Corcoran and Police Chief Cheesman would be joining Council in the Executive Session.

**ADJOURNMENT**

**Viafore MOVED to adjourn the meeting at 9:08 P.M., seconded by Barrentine. The Motion Carried (7-0).**

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Brett L. Wittner, Mayor

---

Arlette Burkhardt, Deputy City Clerk

## FIRCREST CITY COUNCIL AGENDA SUMMARY

**NEW BUSINESS:** Budget Amendment, 2nd Reading for Adoption  
**ITEM: 13A**  
**DATE:** 12/13/2022  
**PRESENTED BY:** Lindsay Chambers, Interim Finance Director

**RECOMMENDED MOTION: I move to adopt Ordinance No. \_\_\_\_\_, authorizing revenues and expenditures of funds for matters not provided for in the Adopted 2022 Budget.**

**PROPOSAL:** This is a request for additional appropriations for anticipated revenues and expenditures not provided for in the Adopted 2022 Budget.

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

Fund	Account	Title	In(de)crease	Ref	
<b>General</b>	511.60.41.00	Professional Services - Legislative	4,500	1	
	514.23.10.00	Salaries & Wages - Finance	(30,000)	2	
	515.41.41.01	City Attorney	26,000	3	
	515.41.41.03	City Prosecutor	50,000	3	
	515.41.41.02	Special Legal Counsel	14,000	3	
	518.10.42.00	Communication - Non Dept	9,000	4	
	518.10.42.01	Postage - Non Dept	1,200	5	
	518.10.49.00	Misc - Non Dept	3,500	6	
	518.30.46.00	Insurance	72,000	15	
	518.61.40.01	Judgements & Settlements	30,000	2	
	518.81.10.00	Salaries & Wages - I/S	5,500	7	
	518.81.20.00	Personnel Benefits - I/S	1,100	7	
	524.20.31.00	Office & Oper Supplies - Building	1,190	8	
	558.60.31.00	Office & Oper Supplies - Planning	1,190	8	
	571.10.11.00	Overtime - Recreation	4,500	9	
	508.91.00.01	Unassigned EFB - General	(193,680)	1-9,15	
	521.22.10.00	Salaries & Wages - Police	60,000	10	
	508.31.00.01	Restricted EFB - ARPA	(60,000)	10	
	<b>Street</b>	397.00.01.51	Transfer in from C.R. - Street	150,000	11
		508.91.01.01	Unassigned EFB - Street	150,000	11
<b>Cumulative Reserve</b>	597.10.01.01	Transfer out to Street	150,000	11	
	508.41.01.52	Committed EFB C.R. - Street	(150,000)	11	
	597.10.04.25	Transfer out to Water	11,513	11	
	508.41.01.54	Committed EFB C.R. - Water	(11,513)	11	
	597.10.04.30	Transfer out to Sewer	369,250	11	
	508.41.01.53	Committed EFB C.R. - Sewer	(369,250)	11	
<b>Storm Cap</b>	334.03.10.01	Grant from Dept of Ecology	110,451	12	
	594.31.63.00	Storm Improvements - Storm Capital	110,451	12	

<b>Water</b>	397.00.01.52	Transfer in from C.R. - Water	11,513	11
	508.51.04.25	Assigned EFB - Water	11,513	11
	534.10.41.00	Prof. Services - Water	10,500	13
	534.10.10.00	Salaries & Wages - Water Admin	18,000	14
	534.50.10.00	Salaries & Wages - Water Maint	32,000	14
	534.50.20.00	Personnel Benefits - Water Maint	15,500	14
	534.80.10.00	Salaries & Wages - Water Gen Op	7,000	14
	534.80.20.00	Personnel Benefits - Water Gen Op	700	14
	508.51.04.25	Assigned EFB - Water	(83,700)	13, 14
<b>Sewer</b>	397.00.01.53	Transfer in from C.R. - Sewer	369,250	11
	508.51.04.30	Assigned EFB - Sewer	369,250	11
	535.10.10.00	Salaries & Wages - Sewer Admin	(20,000)	14
	535.10.20.00	Personnel Benefits - Sewer Admin	(8,000)	14
	535.50.10.00	Salaries & Wages - Sewer Maint	(30,000)	14
	535.50.20.00	Personnel Benefits - Sewer Maint	(14,000)	14
	535.80.10.00	Salaries & Wages - Sewer Gen Op	(1,200)	14
	508.51.04.30	Assigned EFB - Sewer	73,200	14

The City of Fircrest adopts an annual budget at the fund level. The above adjustments will result in an Amended 2022 Budget by fund as follows:

2022 REVENUES, EXPENDITURES & BALANCES BY FUND					
<u>FUND</u>	<u>ORIGINAL</u>	<u>B.A. #1</u>	<u>B.A. #2</u>	<u>B.A. #3</u>	<u>AMENDED</u>
General	10,230,277	1,317,119	102,500		11,649,896
Street	799,095	31,023		150,000	980,118
Park Bond Debt Srv	686,085	13,985			700,070
Park Bond Capital	1,424,615	2,039,673			3,464,288
Storm Drain	839,826	54,688			894,514
Storm Drain Capital	1,018,107	(9,361)		110,451	1,119,197
Water	1,492,302	(40,674)		11,513	1,463,141
Water Capital	980,987	12,251	93,000		1,086,238
Sewer	3,780,920	146,544		369,250	4,296,714
Sewer Capital	1,305,947	214,513			1,520,460
ERR	2,032,314	16,348			2,048,662
Police Investigation	12,500	(90)			12,410
REET	2,098,880	471,578			2,570,458
Cumulative Reserve	1,739,917	0			1,739,917
<b>Total</b>	<b>28,441,772</b>	<b>4,267,597</b>	<b>195,500</b>	<b>641,214</b>	<b>33,546,083</b>

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

1. ASL interpreting for Council meetings
2. Labor matters
3. Increased cost for services
4. Extra charges during implementation of new phone system
5. Increase for passport mailing cost (offset by revenue)

6. Increase in CC service fees (offset by revenue)
7. Hired IT Systems Coordinator
8. Box.com and Forms Builder fees for paperless permitting process
9. Additional hours worked for Community Event planning
10. Retention Bonus for Police Guild – ARPA funded
11. Transfer of funds from Cumulative Reserve to Street, Water and Sewer (Ord. #1696)
12. Grant Revenue received for P#66 increased cost of construction
13. DOH Water System Plan review, Brightly Solutions and Water Meter licenses/support
14. Moved Salaries and Benefits from Sewer to Water based on work performed during year
15. Renewal cost higher than expected - required coverages added & new building values

**Attachment:** [Ordinance](#)

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

**AN ORDINANCE OF THE CITY OF FIRCREST,  
WASHINGTON, AMENDING ORDINANCE NO. 1689 TO  
AUTHORIZE ADDITIONAL EXPENDITURES OF FUNDS FOR  
MATTERS NOT FORESEEN AT THE TIME OF FILING THE  
ANNUAL BUDGET FOR 2022, PROVIDING SEVERABILITY,  
AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City anticipates certain revenues and expenditures not foreseen at the time of filing the Annual Budget for 2022; and;

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

**WHEREAS**, the City of Fircrest adopted its 2022 Budget on November 9, 2021 through Ordinance #1679 and;

**WHEREAS**, the City amended its 2022 budget on April 12, 2022 through Ordinance #1683 and;

**WHEREAS**, the City amended its 2022 budget on October 11, 2022 through Ordinance #1689 and;

**WHEREAS**, the City Council, after due consideration, has deemed that it is necessary and in the best interest of the City of Fircrest to amend Ordinance No. 1689, the adopted 2022 budget, to defray the anticipated expenditures;

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

**Section 1. Amendment.** Ordinance No. 1689, the adopted 2022 budget, is hereby amended as set forth in Section 2 below.

**Section 2. Amendment.** The anticipated revenues and expenditures will result in amendment of the 2022 Budget by fund as follows:

**2022 REVENUES, EXPENDITURES & BALANCES BY FUND**

<u>FUND</u>	<u>ORIGINAL</u>	<u>B.A. #1</u>	<u>B.A. #2</u>	<u>B.A. #3</u>	<u>AMENDED</u>
General	10,230,277	1,317,119	102,500		11,649,896
Street	799,095	31,023		150,000	980,118
Park Bond Debt Srv	686,085	13,985			700,070
Park Bond Capital	1,424,615	2,039,673			3,464,288
Storm Drain	839,826	54,688			894,514
Storm Drain Capital	1,018,107	(9,361)		110,451	1,119,197
Water	1,492,302	(40,674)		11,513	1,463,141
Water Capital	980,987	12,251	93,000		1,086,238
Sewer	3,780,920	146,544		369,250	4,296,714
Sewer Capital	1,305,947	214,513			1,520,460

1	ERR	2,032,314	16,348		2,048,662
	Police Investigation	12,500	(90)		12,410
2	REET	2,098,880	471,578		2,570,458
3	Cumulative Reserve	1,739,917	0		1,739,917
4	Total	28,441,772	4,267,597	195,500	641,214
					33,546,083

5 **Section 3. Non-emergency.** The revenues and expenditures set forth in Section 2 above  
6 are not one of the emergencies specifically enumerated in RCW 35A.33.080.

7 **Section 4. Corrections.** The City Clerk and codifiers of the ordinance are authorized to  
8 make necessary corrections to this ordinance including, but not limited to, the correction  
9 of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers  
10 and any references thereto.

11 **Section 5. Severability.** If any section, subsection, paragraph, sentence, clause, or phrase  
12 of this ordinance is declared unconstitutional or invalid for any reason, such invalidity  
13 shall not affect the validity or effectiveness of the remaining portions of this ordinance.

14 **Section 6. Effective Date.** This ordinance shall take effect five days after its passage,  
15 approval and publication as provided by law.

16 **PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST,**  
17 **WASHINGTON,** at a regular meeting thereof this 13th day of December 2022.

18 APPROVED:

19 \_\_\_\_\_  
20 Brett L. Wittner, Mayor

21 ATTEST:

22 \_\_\_\_\_  
23 Jayne Westman, City Clerk

24 APPROVED AS TO FORM:

25 \_\_\_\_\_  
26 City Attorney

27 Publication Date:  
28 Effective Date:

## FIRCREST CITY COUNCIL AGENDA SUMMARY

**DATE:** December 13, 2022  
**ITEM: 13B**

**SUBJECT:** AV System Replacement Agreement

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

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**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_ authorizing the City Manager to execute a Professional Services Agreement with DescoAV for the Council Chambers audio/ visual system replacement.

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**PROPOSAL:**

Council is being asked to authorize the City Manager to execute a Professional Services Agreement with DescoAV to replace the AV system in the Council chambers.

**FISCAL IMPACT:**

The 2023 budget has allocated \$88,000 for the AV system replacement utilizing ARPA funds. After Council discussion, staff had Desco revise the quote to add the acoustic panels and the transcription software as potential add-on options. The new quote cost is \$71,220.34 including sales tax. If the Council decides to add the acoustic panels or the transcription software in the future, we have that ability. The costs are listed in the attached quote.

**ADVANTAGES:**

The advantage of using DescoAV is their company is on the State contract and their costs were substantially less than other quotes we received.

**DISADVANTAGES:**

The disadvantages are limited as the City requires the AV system to be replaced.

**ALTERNATIVES:**

The alternative is not to replace the AV system or find another vendor to assist the City with an AV system upgrade.

**HISTORY:**

The current AV system was installed when the building was constructed in 1999. Since 2019, upgrading the system has been on our radar as we have run into issues. In 2020, staff replaced an AV component and added the Motu box to assist with remote meetings. Recently, the microphone processing software has started to fail. City staff has received two quotes from contractors on the State contract. DescoAV was substantially less money than the other quote we received.



**Attachment:** [Resolution](#)  
[Professional Services Agreement](#)  
[Exhibit A](#)



<b>Estimate Prepared For:</b> City of Fircrest Attn: Jayne Westman 253-238-4123 <a href="mailto:jwestman@cityoffircrest.net">jwestman@cityoffircrest.net</a>	<b>Site Address:</b> 115 Ramsdell Street  Council Chambers AV Upgrade v3	<b>Prepared By:</b> Dustin Carter Desco AV 360.943.1393 <a href="mailto:dustinc@descoav.com">dustinc@descoav.com</a>
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Description	Quantity	Unit Price	Amount
Sony KD85X85K 85" 4K LED Display	2	\$1,899.00	\$3,798.00
Chief MFG XTM1U XL Tilting Flat Panel Display	1	\$390.00	\$390.00
Salamander FPS1XL/FH/GG Mobile Cart for XL Displays	1	\$2,218.00	\$2,218.00
Salamander FPSA/CR Cable Reel	1	\$276.00	\$276.00
SurgeX SA-82 FlatPak Surge Eliminator	2	\$374.00	\$748.00
Netgear M4250-26G4F-PoE+ AV Line Network Switch for System Comm	1	\$1,806.00	\$1,806.00
VSI DuetE-2 PacketAV Duet 2 Encoder	2	\$1,193.00	\$2,386.00
VSI DuetD-2 PacketAV Duet 2 Decoder	3	\$1,193.00	\$3,579.00
DataPro 70H00W HDMI Wallplate	2	\$15.00	\$30.00
DataPro 1160-10E Panel Mount Extension Cable	2	\$57.00	\$114.00
Barco ClickShare C-10 Wireless presentation System	1	\$1,450.00	\$1,450.00
QSC Core 110f v2 Audio DSP and Control System Core	1	\$3,616.00	\$3,616.00
QSC QIO-GP8x8 Q-SYS peripheral providing control expansion	1	\$363.00	\$363.00
QSC TSC-101-G3 Q-SYS 10.1" PoE Touch Screen Controller	1	\$2,534.00	\$2,534.00
QSC TSC-710t-G3 Table top mounting accessory for TSC-101-G3	1	\$363.00	\$363.00
QSC SLQUD-110-P Q-SYS Core 110 UCI Deployment Software License	1	\$184.00	\$184.00
QSC SLQSE-110-P Q-SYS Core 110 Scripting Engine Software License	1	\$369.00	\$369.00
Touch-Plate Custom Button Plates	7	\$193.00	\$1,351.00
Extron SMB 111 Desktop Mounting Box for Touch Plate Cnotrols	7	\$150.00	\$1,050.00
Extron OCS 100 Occupancy Sensor	1	\$287.00	\$287.00
Shure MX412D/C Gooseneck Microphone	12	\$327.00	\$3,924.00
Shure SLXD24D/B58 Handheld Wireless Microphone	1	\$1,424.00	\$1,424.00
Extron XPA U 1004-70V Amplifier	1	\$1,102.00	\$1,102.00
Sonance PS-S63T Surface Mount Speaker	4	\$250.00	\$1,000.00
Sonance PS-C63RT Flush mount Ceiling Speaker	2	\$206.00	\$412.00
Crestron HD-CONV-USB-300 USB Converter with HDMI	1	\$678.00	\$678.00
Lumens LC-200 CaptureVision System - 4 HDMI Inputs and IP Video Source	1	\$3,529.00	\$3,529.00
Lumens VC-A51P 20x Optical Zoom, 1080p PTZ Camera	2	\$2,129.00	\$4,258.00
Lumens VC-WM12 Camera Wallmount	2	\$47.00	\$94.00
SurgeX UPS-1000-Li-2 Rack Mount Surge Eliminator/UPS	1	\$1,587.00	\$1,587.00
Wattbox WB-100-VPS-6 Power Strip	1	\$110.00	\$110.00
Misc. Parts and Wiring ( <b>Estimate, billed as consumed</b> )	1	\$2,250.00	\$2,250.00
2 Person Custom Installation ( <b>Estimate, billed hourly</b> )	42	\$237.28	\$9,965.76
1 Person Custom Programming, Calibration, and 1st Use Support	1	\$7,500.00	\$7,500.00

All pricing and labor rates in compliance with AVMC #03418

Subtotal	\$ 64,745.76
Tax Rate	10.00%
Tax	\$ 6,474.58
Total	\$ 71,220.34

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

3 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF**  
4 **FIRCREST, WASHINGTON, AUTHORIZING THE CITY MANAGER**  
5 **TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH**  
6 **DESCO AV FOR THE COUNCIL CHAMBERS AUDIO/VISUAL**  
7 **SYSTEM REPLACEMENT**

8 **WHEREAS**, the City of Fircrest (“City”) has an AV system that is 23 years old and  
9 requires a system replacement; and

10 **WHEREAS**, City Staff used the state contract to solicit quotes for equipment and  
11 replacement services; and

12 **WHEREAS**, DescoAV has the required certifications and skills to perform the duties  
13 that are required; and

14 **WHEREAS**, the City of Fircrest has budgeted funds for these services in the 2023  
15 annual budget.

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

18 **Section 1.** The City Manager is hereby authorized and directed to execute Professional  
19 Services Agreement with DescoAV for the Council Chambers audio/visual system  
20 replacement.

21 **APPROVED AND ADOPTED** this 13th day of December 2022 at a regular meeting  
22 of the City Council of the City of Fircrest.

23 **APPROVED:**

24 \_\_\_\_\_  
25 Brett L. Wittner, Mayor

26 **ATTEST:**

27 \_\_\_\_\_  
28 Jayne Westman, City Clerk

29 **APPROVED AS TO FORM:**

30 \_\_\_\_\_  
31 City Attorney



An insurance certificate showing the foregoing will be submitted to the City for approval before work commences.

The minimum limits above do not limit the Contractor's liability to the City or the public.

9. COMPLIANCE WITH LAWS: The Contractor shall be duly licensed and shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments. A City of Fircrest business license is required.
10. TERMINATION: If the Contractor violates any of the covenants undertaken herein, or any of the duties imposed upon it by the Agreement, this Agreement may be terminated by the City immediately with cause. Either party may terminate this Agreement without cause upon thirty (30) days' written notice, served to the other party by certified mail. In such case, the Contractor shall be compensated by the City for work performed up to the date of termination.
11. VENUE STIPULATION: This Agreement has been and shall be considered as having been made and delivered within the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement, or any of the provisions contained therein, shall be instituted and maintained only in Pierce County Superior Court, Tacoma, Washington.
12. STATUS OF CONTRACTOR: Neither the Contractor nor personnel employed by the Contractor shall acquire any rights or status in City employment, nor shall they be deemed employees or agents of the City for any purpose. The Contractor is required to employ a qualified Supervisor acceptable to the City. The Contractor shall be deemed an independent Contractor and shall be responsible in full for payment of its employees, including prevailing wages, worker's compensation, insurance, payroll deductions, and all related costs.
13. PREVAILING WAGES: Prevailing wages are required for this Agreement. Contractor shall pay its workers for services within this Agreement as required per Washington State law.
14. COMPLIANCE WITH CITY POLICY: The Contractor shall comply with approved City policies concerning the administration of City-owned property, and the provisions of the policy shall have the same force and effect as provisions of this Agreement to the extent not inconsistent herewith.
15. DAMAGE BY VANDALISM OR ACTS OF GOD: It is understood and agreed that the Contractor shall not be responsible or required to repair, at the sole cost and expense of the Contractor, any major damage or destruction caused by acts of vandalism or acts of GOD and did not result from the negligent acts or omissions of the Contractor or the Contractor's agents.
16. EXTRA WORK AND CHANGE ORDERS: Work in addition to, or different from that provided for in the scope of work section shall only be allowed by prior authorization in writing and signed by the City Manager, as a modification to this agreement. Such modification shall be attached hereto and made a part hereof.
17. GUARANTEES: Contractor guarantees all services performed under this Agreement for thirty (30) days after completion of services. Additionally, Contractor will provide all original operation and

maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City as part of this contracted project.

18. SAFETY REQUIREMENT: All work performed under the terms of this agreement shall be performed in such a manner as to provide maximum safety to the public and employees of the City of Fircrest.

19. HAZARDOUS CONDITIONS: The Contractor shall maintain all work sites free of hazards to person and/or property resulting from its operation.

20. CHEMICALS: Not applicable to this contract.

INTEGRATED AGREEMENT:

This agreement, together with attachments or addenda, represents the entire and integrated agreement between the representations, or agreements, written or oral. This agreement may be amended only by written instrument signed by both City and Contractor.

DATED this 14<sup>th</sup> day of December 2022

**CITY OF FIRCREST**

**CONTRACTOR**

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO FORM:**

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







**EXHIBIT A**

**Desco AV**  
**2306 Harrison Ave NW**  
**Olympia WA 98502**

**www.descoav.com**  
**360.943.1393**



**State Contract # 03418**

<b>Estimate Prepared For:</b> City of Fircrest Attn: Jayne Westman 253-238-4123 <a href="mailto:jwestman@cityoffircrest.net">jwestman@cityoffircrest.net</a>	<b>Site Address:</b> 115 Ramsdell Street  Council Chambers AV Upgrade v3	<b>Prepared By:</b> Dustin Carter Desco AV 360.943.1393 <a href="mailto:dustinc@descoav.com">dustinc@descoav.com</a>
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Description	Quantity	Unit Price	Amount
Sony KD85X85K 85" 4K LED Display	2	\$1,899.00	\$3,798.00
Chief MFG XTM1U XL Tilting Flat Panel Display	1	\$390.00	\$390.00
Salamander FPS1XL/FH/GG Mobile Cart for XL Displays	1	\$2,218.00	\$2,218.00
Salamander FPSA/CR Cable Reel	1	\$276.00	\$276.00
SurgeX SA-82 FlatPak Surge Eliminator	2	\$374.00	\$748.00
Netgear M4250-26G4F-PoE+ AV Line Network Switch for System Comm	1	\$1,806.00	\$1,806.00
VSI DuetE-2 PacketAV Duet 2 Encoder	2	\$1,193.00	\$2,386.00
VSI DuetD-2 PacketAV Duet 2 Decoder	3	\$1,193.00	\$3,579.00
DataPro 70H00W HDMI Wallplate	2	\$15.00	\$30.00
DataPro 1160-10E Panel Mount Extension Cable	2	\$57.00	\$114.00
Barco ClickShare C-10 Wireless presentation System	1	\$1,450.00	\$1,450.00
QSC Core 110f v2 Audio DSP and Control System Core	1	\$3,616.00	\$3,616.00
QSC QIO-GP8x8 Q-SYS peripheral providing control expansion	1	\$363.00	\$363.00
QSC TSC-101-G3 Q-SYS 10.1" PoE Touch Screen Controller	1	\$2,534.00	\$2,534.00
QSC TSC-710t-G3 Table top mounting accessory for TSC-101-G3	1	\$363.00	\$363.00
QSC SLQUD-110-P Q-SYS Core 110 UCI Deployment Software License	1	\$184.00	\$184.00
QSC SLQSE-110-P Q-SYS Core 110 Scripting Engine Software License	1	\$369.00	\$369.00
Touch-Plate Custom Button Plates	7	\$193.00	\$1,351.00
Extron SMB 111 Desktop Mounting Box for Touch Plate Cnontrols	7	\$150.00	\$1,050.00
Extron OCS 100 Occupancy Sensor	1	\$287.00	\$287.00
Shure MX412D/C Gooseneck Microphone	12	\$327.00	\$3,924.00
Shure SLXD24D/B58 Handheld Wireless Microphone	1	\$1,424.00	\$1,424.00
Extron XPA U 1004-70V Amplifier	1	\$1,102.00	\$1,102.00
Sonance PS-S63T Surface Mount Speaker	4	\$250.00	\$1,000.00
Sonance PS-C63RT Flush mount Ceiling Speaker	2	\$206.00	\$412.00
Crestron HD-CONV-USB-300 USB Converter with HDMI	1	\$678.00	\$678.00
Lumens LC-200 CaptureVision System - 4 HDMI Inputs and IP Video Source	1	\$3,529.00	\$3,529.00
Lumens VC-A51P 20x Optical Zoom, 1080p PTZ Camera	2	\$2,129.00	\$4,258.00
Lumens VC-WM12 Camera Wallmount	2	\$47.00	\$94.00
SurgeX UPS-1000-Li-2 Rack Mount Surge Eliminator/UPS	1	\$1,587.00	\$1,587.00
Wattbox WB-100-VPS-6 Power Strip	1	\$110.00	\$110.00
Misc. Parts and Wiring ( <b>Estimate, billed as consumed</b> )	1	\$2,250.00	\$2,250.00
2 Person Custom Installation ( <b>Estimate, billed hourly</b> )	42	\$237.28	\$9,965.76
1 Person Custom Programming, Calibration, and 1st Use Support	1	\$7,500.00	\$7,500.00

**Options -**

Williams AV Captioning equipment \$8226  
 Primacoustic room acoustic treatment package \$6250  
**All pricing and labor rates in compliance with AVMC #03418**

Subtotal	\$ 64,745.76
Tax Rate	10.00%
Tax	\$ 6,474.58
Total	\$ 71,220.34

**FIRCREST CITY COUNCIL AGENDA SUMMARY**

**COUNCIL MEETING DATE:** December 13, 2022  
**SUBJECT: 13C** Resolution Prosecutor Services  
**FROM:** Colleen Corcoran, Interim City Manager

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**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_, authorizing the Interim City Manager to execute a professional services agreement with Gunderson Law Office, PLLC for City Prosecutor Services.

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**PROPOSAL:** Council is being asked to authorize the City Manager to execute a professional services agreement with Gunderson Law Office, PLLC for City Prosecutor services. The agreement will be from December 21, 2022, to December 31, 2023, with the option of subsequent renewals.

**FISCAL IMPACT:** City prosecutor services are included in the 2023 budget. The monthly base rate is \$12,000 per month. (\$144,000 per year). There is an additional charge of \$400 for each half-day if an additional court calendar cannot be scheduled for a regularly scheduled court calendar.

**ADVANTAGE:** Provides City Prosecutor services.

**DISADVANTAGES:** None identified.

**ALTERNATIVES:** The City Council could request an alternate city prosecutor, or the staff can repost the RFQ.

**HISTORY:** Ledger Square Law sent a notification of termination to the City on September 20, 2022. At that time the City began a Request for Qualification (RFQ) process. Two RFQs were received. The Interim City Manager and Police Chief interviewed both candidates and selected Gunderson Law Offices, PLLC. Mr. William (Will) Gunderson will be the primary person providing services.

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

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF FIRCREST, WASHINGTON, AUTHORIZING THE  
INTERIM CITY MANAGER TO EXECUTE A  
PROFESSIONAL SERVICES AGREEMENT WITH  
GUNDERSON LAW OFFICE PLLC, TO PROVIDE CITY  
PROSECUTOR SERVICES.**

**WHEREAS**, the City of Fircrest (“City”) presently provides prosecutorial services for the enforcement of the Fircrest Municipal Code; and

**WHEREAS**, the City Council desires to continue to provide prosecutorial services in the City; and

**WHEREAS**, the City Council is being asked to authorize a professional service agreement between Gunderson Law Offices PLLC and the City to provide City Prosecutor services; and

**WHEREAS**, the firm of Gunderson Law Office PLLC can provide such service.

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

**Section 1.** The Interim City Manager is hereby authorized and directed to execute the agreement between Gunderson Law Office PLLC and the City of Fircrest for City Prosecutor services.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON**, at a regular meeting thereof this 13th day of December 2022.

APPROVED:

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

ATTEST:

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

APPROVED AS TO FORM:

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City Attorney

## **City of Fircrest Prosecutor Services Agreement**

1. **Parties:** This Agreement is entered into between the City of Fircrest, hereinafter referred to as “City”, and Gunderson Law Office PLLC.
2. **Purpose:** The purpose of this Agreement is to provide City Prosecutor Services as may be required for the City to provide the full range of prosecution services as more fully described under duties below. The parties intend and expect that William P.E. Gunderson, an attorney admitted to practice before the courts of the State of Washington and employed by Gunderson Law Office PLLC, will provide the City Prosecutor duties identified herein unless otherwise agreed in writing by both parties to this Agreement.
3. **Term:** The term of this Agreement shall be from December 21, 2022, Until December 31, 2023, and it shall be automatically renewed for each succeeding calendar year on the terms and conditions set forth herein unless and until terminated in accordance with the provisions of the Termination of Agreement section.
4. **Termination of Agreement:** This Agreement may be terminated by either party, with or without cause, upon three (3) months’ notice to the other party.
5. **City Prosecutor Duties:** The City Prosecutor shall perform such services necessary and customary for prosecution of persons charged with a crime in Fircrest Municipal Court. He/she shall represent the City in contested infraction, administrative and code enforcement hearings, or proceedings before the Fircrest and Ruston Municipal Courts where defendant is represented by legal counsel. He/she shall provide legal advice on all enforcement matters under RCW’s and FMC’s coming before the Court. He/she shall provide other such infraction proceedings as the parties may agree.

### **A. Performance of Services and Representation:**

- Sentencing and post-sentencing phase and any appeals of such criminal, infraction and administrative matters.
- Pursuant to RCW 3.50 and the Fircrest and Ruston Municipal Code, the jurisdiction of Fircrest and Ruston Municipal Code includes jurisdiction over traffic infractions arising under City ordinances, exclusive criminal jurisdiction over all violations of City ordinances, and all other jurisdiction conferred on it by statute or City Code.

### **B. Duties shall include but not be limited to:**

- Communicating with the City through the responsible department that has filed a complaint or action, whether orally or in writing, to make filing decisions on select cases.
- Making charging decisions and processing all referred cases within 40 days, whenever practicable.
- Interviewing witnesses and victims of crimes.
- Advising victims regarding their rights and responsibilities.
- Reviewing and remaining familiar with criminal misdemeanor and gross misdemeanor cases.
- Representing the City at arraignments, pre-trial hearings, preliminary hearings, bench and jury trials, violation hearings, probation hearings, warrant hearings, post-sentencing hearings, appeals from cases heard in Fircrest and Ruston Municipal Court, contested or mitigation hearings where defendant has hired legal counsel.
- Coordinating with arresting officers and/or the Chief of Police to ensure vigorous and thorough prosecution.
- Coordination with arresting officer and/or the Chief of Police on any plea agreements.
- Making sentencing decisions and recommendations to the Court.
- Maintaining all current cases in an appropriate filing system.
- Preparing and presenting legal memorandums for Court cases.
- Processing all discovery requests from defendants or defense attorneys within 20 days of request,

whenever practicable.

- Preparing subpoenas.
- Representing and advising the City regarding victims' interests.
- Attending officers' meetings when requested for legal updates and courtroom training.
- Annually review the Fircrest Municipal Code and advise the City on necessary revisions of the FMC to comply with RCW changes.

### C. Assistant Prosecutors

- The City Prosecutor shall be responsible for providing backup and coverage in the event of any absence or conflict.
- All attorneys performing services shall be licensed to practice law in the State of Washington and shall be in good standing pursuant to the rules of the Supreme Court of the State of Washington.

### 6. **Staffing:** The City Prosecutor shall provide:

- All Legal assistants, paralegals, legal support staff, and administrative support staff (collectively "legal staff"), supplies and clerical support services necessary for the performance of City Prosecutor Services.
- Phone and email contact information and response to calls and requests from the City within 1 business day.
- At least 5 working days advance notice of planned absence.
- Designated contact when not available for emergency situations.
- Their own reference books and needed publications.

### 7. **Payment:** The City Prosecutor shall maintain appropriate records accounting for all services rendered to and on behalf of the City, which records shall record the following:

- The hours of services rendered;
- The type of service rendered;
- The City department for which service is rendered;
- Specific Court Case information;
- The identification of personnel rendering such service.
- The base rate shall be \$12,000 for services rendered each month.
- Additional court calendars, if necessary for the city prosecutor to schedule to accommodate a motion or trial that cannot be scheduled for a regularly scheduled court calendar or to otherwise complete a trial, shall be paid at a rate of \$400 for each half-day (this includes, but is not limited to special motion hearings, RALJ hearings, jury trials, bench trials).
- Each half-day formal in-service police training session, if required, shall receive \$400.
- Monthly service fees shall be paid within 30 days of receipt of an itemized invoice for services rendered.
- Payment shall be issued to Gunderson Law Office PLLC.

### 8. **Use of Premises:** As needed, the City may provide office space at City Hall, located at 115 Ramsdell Street, Fircrest, WA 98466, for the use of the City Prosecutor.

### 9. **Notices:** Any notice required or permitted herein shall be deemed properly given at the time personally delivered or mailed postage prepaid and first class to the following addresses, or such other addresses as the City or Gunderson Law Office PLLC may designate in the future:

If to the City:

City Manager City of Fircrest  
115 Ramsdell Street  
Fircrest, WA 98466

With a copy to:

City Clerk City of Fircrest  
115 Ramsdell Street  
Fircrest, WA 98466

If to the City Prosecutor:

Gunderson Law Office PLLC  
P. O. Box 160  
Puyallup, WA 98371  
Attn: William P.E. Gunderson, City Prosecutor

**10. Discrimination and Compliance with Laws:** The City Prosecutor agrees to not discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

The City Prosecutor shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement.

Violation of this section shall be a material breach of this Agreement and grounds for cancellation, termination or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

**11. Ownership of Documents:** All files and other documents maintained by the City Prosecutor for the purpose of rendering legal services to the City shall be the files of the City and accessible by the City through its City Attorney or other duly authorized representative during normal business hours. At the request of the City, any and all files maintained by the City Prosecutor shall be tendered to the City for the purpose of rendering legal services to the City.

**12. Independent Contractor:** The City Prosecutor and his/her legal staff are professionals acting without direct supervision and are independent contractors. The City Prosecutor waives any claim in the nature of a tax, charge, cost or employee benefits, which would attach if the City Prosecutor or his/her legal staff were held to be employees of the City.

**13. Subletting or Assigning Contract:** Neither the City nor the City Prosecutor shall assign, transfer, or encumber any rights, duties or interest accruing from this Agreement without the express prior written consent of the other.

**14. Hold Harmless, Defense, and Indemnity:** With the exception of the sole negligence of the City, its employees, or elected officials, the City Prosecutor shall protect, defend, indemnify, and hold harmless the City of Fircrest, its employees, directors, officers, and Councilmembers from any and all claims, demands, losses, actions, and liabilities to or by any person or entity arising out of all work, injuries, or property damage pursuant to this agreement, buildings, parking, grounds, or other property of any kind. This agreement includes both Personal Injury, Bodily Injury, Death or Property Damage as well as other loss or damage.

**15. Insurance:** City Prosecutor will obtain and maintain in force at least the following minimum insurance coverage covering all activity under this agreement and will provide a Certificate of Professional Liability Insurance to the City concurrent with the execution of this Agreement. The City Prosecutor's minimum insurance coverage may be satisfied by the City Prosecutor's coverage under by a law firm's insurance policy so long as the policy meets the following coverage limits:

- |                                       |                                   |
|---------------------------------------|-----------------------------------|
| a. Workman's Compensation Coverage    | Statutory                         |
| b. Commercial General Liability       | \$1,000,000/\$2,000,000 aggregate |
| c. Comprehensive Automobile Liability | \$1,000,000 per accident          |

Per Fircrest Municipal Code 9.90.140, a certificate of insurance showing the foregoing will be submitted to the City for approval 14 days before work commences.

The minimum limits above do not limit the City Prosecutor's liability to the City or public.

**16. Sole Contract Between Parties:** This Agreement is the sole written contract between the parties. Any prior written or oral understanding shall merge with this Agreement. It shall be amended only upon express written consent of the parties hereto.


[Signatures On Next Page]

DATED this 21st day of December, 2022.

**CITY OF FIRCREST**

**Gunderson Law Office PLLC**

By: \_\_\_\_\_  
Colleen Corcoran, Interim City Manager

By:   
\_\_\_\_\_  
Will Gunderson  
Attorney

**APPROVED AS TO FORM:**

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

**ATTEST:**

By: \_\_\_\_\_  
City Clerk



## **FIRCREST CITY COUNCIL AGENDA SUMMARY**

**DATE:** 12/13/2022

**NEW BUSINESS:**       **Landscaping Maintenance Services Contract Amendment**

**ITEM:** 13D

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

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**RECOMMENDED MOTION:**   **I move to adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute an amendment to the landscape maintenance contract with Greenleaf Landscaping, Inc. to provide landscape maintenance services for the City of Fircrest**

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**PROPOSAL:** The Council is being asked to authorize the City Manager to execute an amendment to the contract for landscape maintenance services with Greenleaf Landscape, Inc. extending the term of the said agreement through December 31, 2023, and will renew yearly thereafter. For 2023, the contract amount is \$57,615.88 plus tax. Each year thereafter, the yearly total cost for services amount will increase by 100% of the previous year's Seattle/Tacoma/Bellevue CPI-W June to June percentage.

**FISCAL IMPACT:** The 2023 Preliminary Budget has allocated funds for this expenditure. The increased contract amount stated in the proposal captures the June 2022 CPI-W of 9.5%.

**ADVANTAGE:** Greenleaf Landscaping, Inc. has provided the City with excellent service in years past. They have experience with our landscaping needs. Greenleaf also does pruning and maintenance of our street trees. Utilization of a specialized contractor increases the consistent quality of work performed.

**DISADVANTAGES:** Current staffing levels do not support the needs of existing landscaping maintenance. Monitoring contractor performance involves a commitment of staff time.

**ALTERNATIVES:** Not utilize a landscaping service and hire additional Public Works Staff.

**HISTORY:** The City of Fircrest has been using Greenleaf Landscaping, Inc. since 2015. The current contract was originally adopted on February 27, 2018, with a term of March 1, 2018, through December 31, 2018 ( 10 months ). It also includes a renewal clause to extend the term yearly. Either party can terminate the contract with a 30-day written notice. The first amendment dated October 23, 2018, extended the term to December 31, 2019. The second amendment dated November 12, 2019, extended the term to December 31, 2020. The third amendment dated December 8, 2020 extended the term to December 31, 2021. The fourth amendment dated December 14, 2021, extended the term to December 31, 2022. This fifth amendment is for a one-year term beginning January 1, 2023, through December 31, 2023, and will renew automatically on the first of every year thereafter.

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



**AMENDMENT #5  
TO THE CITY OF FIRCREST**

**PROFESSIONAL SERVICES AGREEMENT WITH GREENLEAF LANDSCAPING, INC. TO PROVIDE LANDSCAPING MAINTENANCE SERVICES.**

This amendment is hereby made and entered into this 13th day of December 2022, by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the "City" and Greenleaf Landscaping, Inc., hereinafter referred to as "Contractor", to be effective January 1, 2023.

**WITNESSETH:**

**1. Purpose**

The purpose of this fifth amendment is to amend the February 27, 2018 agreement. This amendment is limited to the amendments as set forth herein. All of the remaining terms and conditions of the February 27, 2018 agreement as amended shall remain in full force and effect. The amendments are as follows:

**2. Term of Agreement is hereby amended to read as follows:**

Notwithstanding, the date of execution hereof, this Agreement shall be in effect from January 1, 2023, to December 31, 2023, and will renew automatically yearly thereafter. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

**3. Payment is hereby amended to read as follows:**

Upon receipt of an invoice from the Contractor, progress payments may be made on a monthly basis for work completed. Each invoice shall itemize by site and date the work performed and include the 'Affidavit of Wages Paid' that was filed with State of Washington Department of Labor and Industries. The total cost for services in 2023 shall not exceed \$57,615.88 plus sales tax (code 2707). Effective Jan 1st of each year thereafter, the yearly total cost for services amount will increase by 100% of the previous year's Seattle/Tacoma/Bellevue CPI-W June to June index.

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

**CITY OF FIRCREST**

**GREENLEAF LANDSCAPING, INC.**

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

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

**APPROVED AS TO FORM:**

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

**ATTEST:**

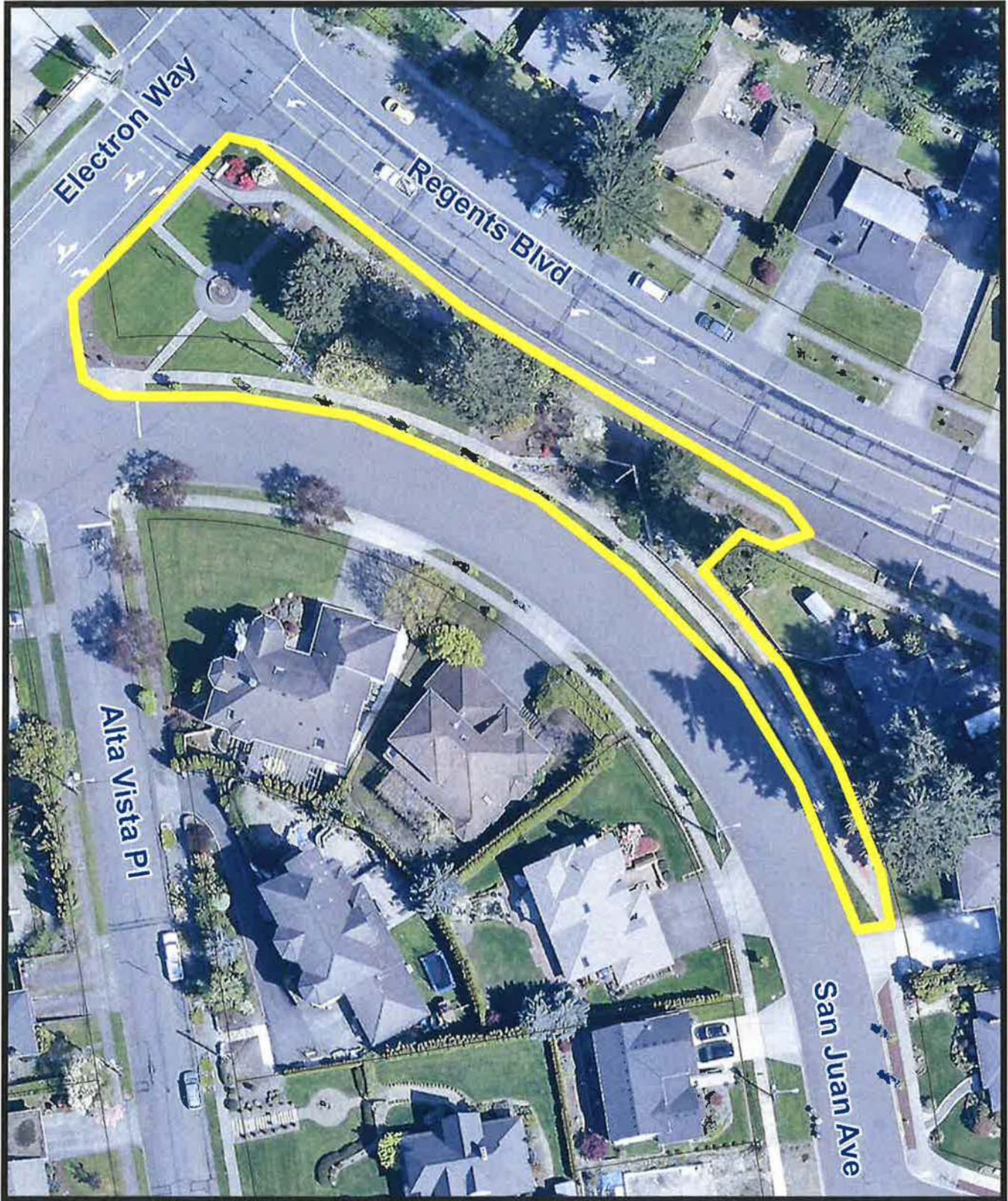
By: \_\_\_\_\_  
City Clerk





# Exhibit B

## Alice Peers Park and Regents Blvd



	Weekly March 1 - October 31	As Described	Yearly
Perform Task #'s	1, 2, 3, 4, 5, 6, 7	7, 8, 9, 10, 11, 12	7





Perform Task #'s	Weekly March 1 - October 31	As Described	Yearly
	1, 2, 3, 4, 5, 6, 7	7, 8, 9, 10, 11, 12	7



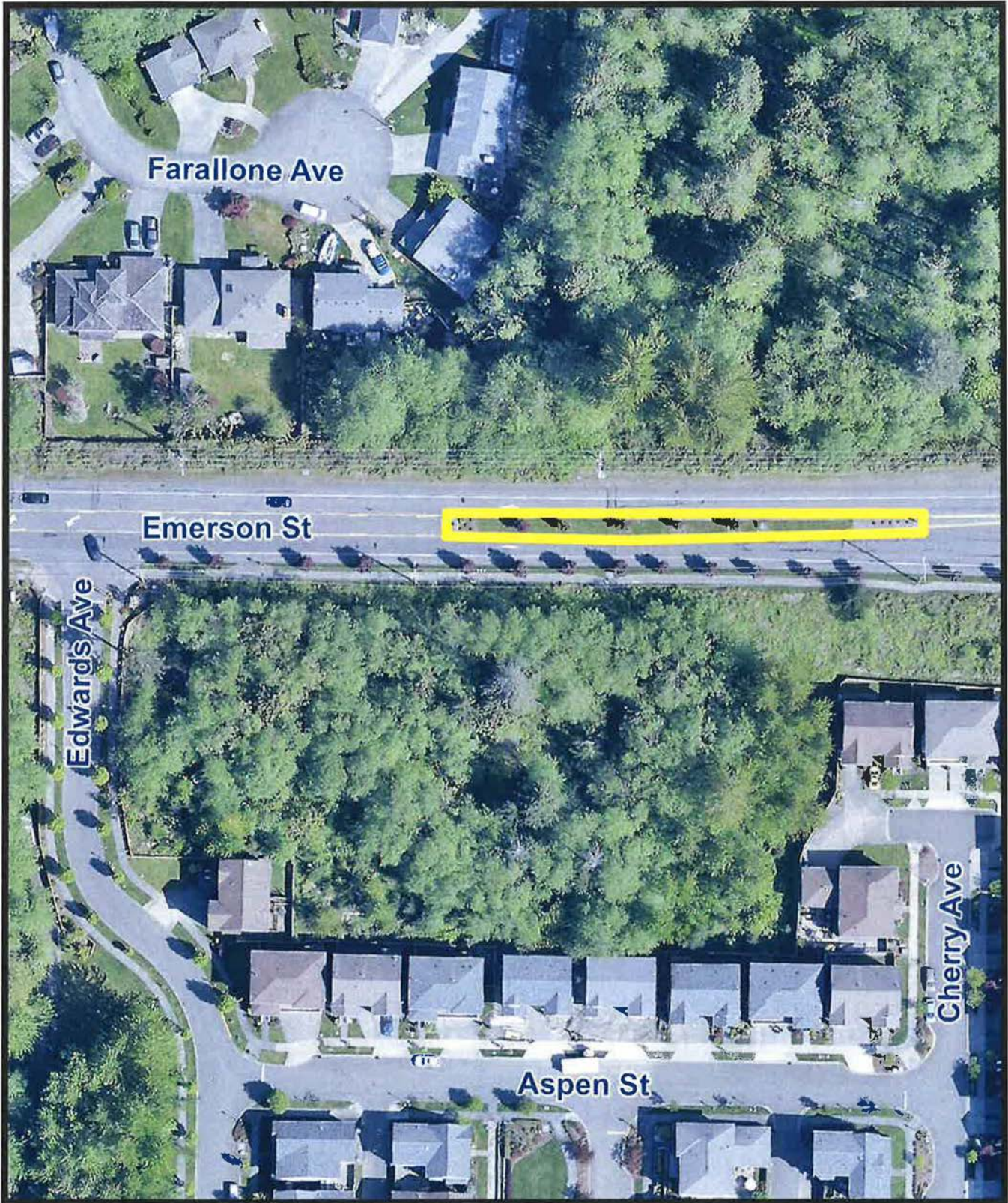
# Columbia and Summit - Roundabout



Perform Task #'s	Weekly March 1 - October 31	As Described	Yearly
	1, 2, 3, 4, 5, 7	7, 8	7



# Emerson Street - Entry Island



Perform Task #'s	Weekly March 1 - October 31	As Described	Yearly
	1, 2, 3, 4, 5, 6, 7	7, 8	7



# Fircrest Rec Center / Pool House

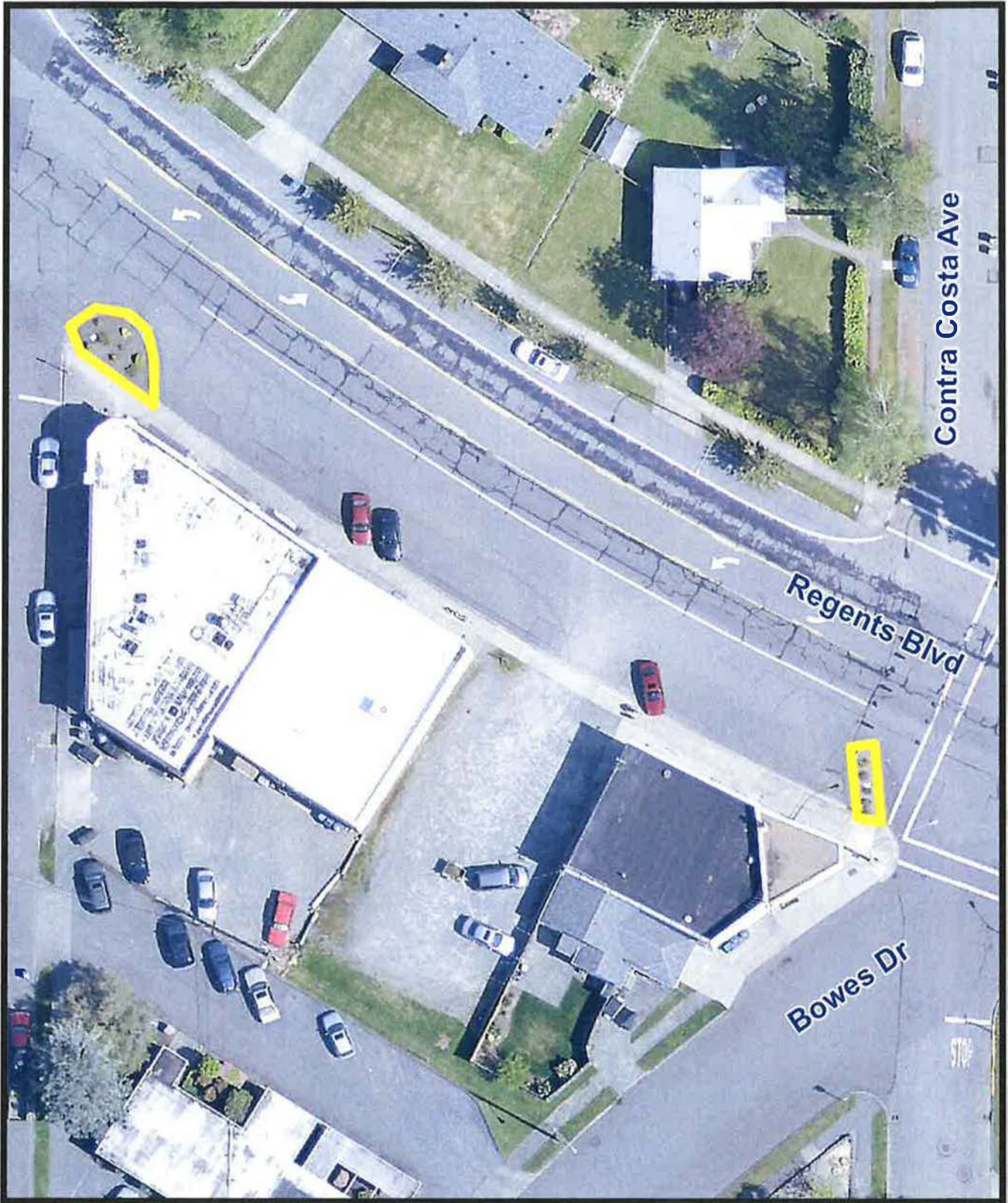


		As Described	
	Weekly March 1 – October 31	7, 8, 9, 10, 11, 12	Yearly
Perform Task #'s	1, 2, 3, 4, 5, 6, 7		7





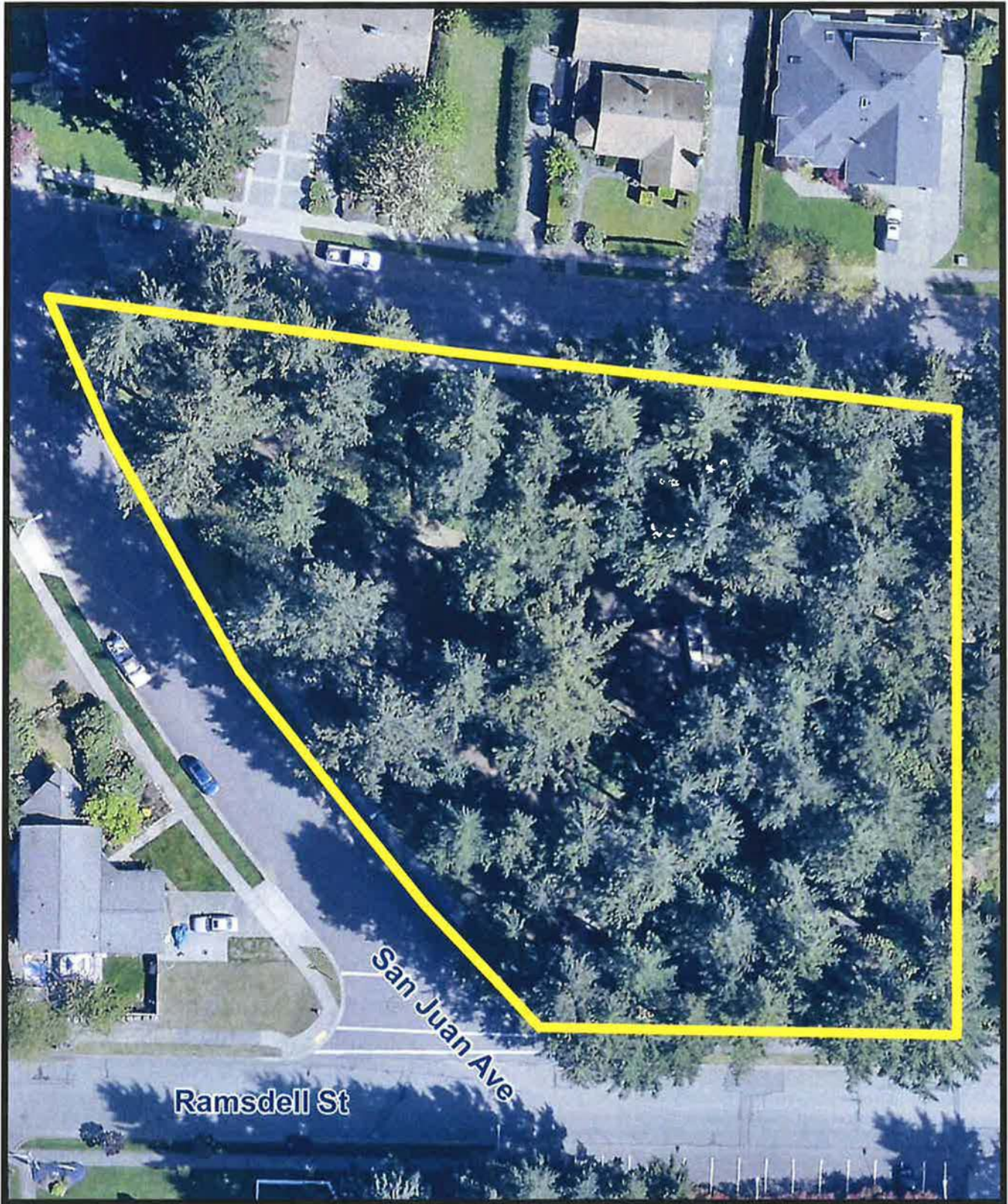
# Lower Business District - Bulb Outs



<b>Perform Task #'s</b>	<b>Weekly March 1 - October 31</b>	<b>--</b>	<b>Yearly</b>
	<b>5, 6, 7</b>		<b>7</b>



# George Masko Park - Perimeter Only



Perform Task #'s	Weekly March 1 - October 31	As Described	Yearly
	1, 2, 3, 4, 7	7, 8, 9, 10, 11, 12	7



# Public Safety Building



Perform Task #'s	Weekly March 1 - October 31	As Described	Yearly
	1, 2, 3, 4, 5, 6, 7	7, 8, 9, 10, 11, 12	7



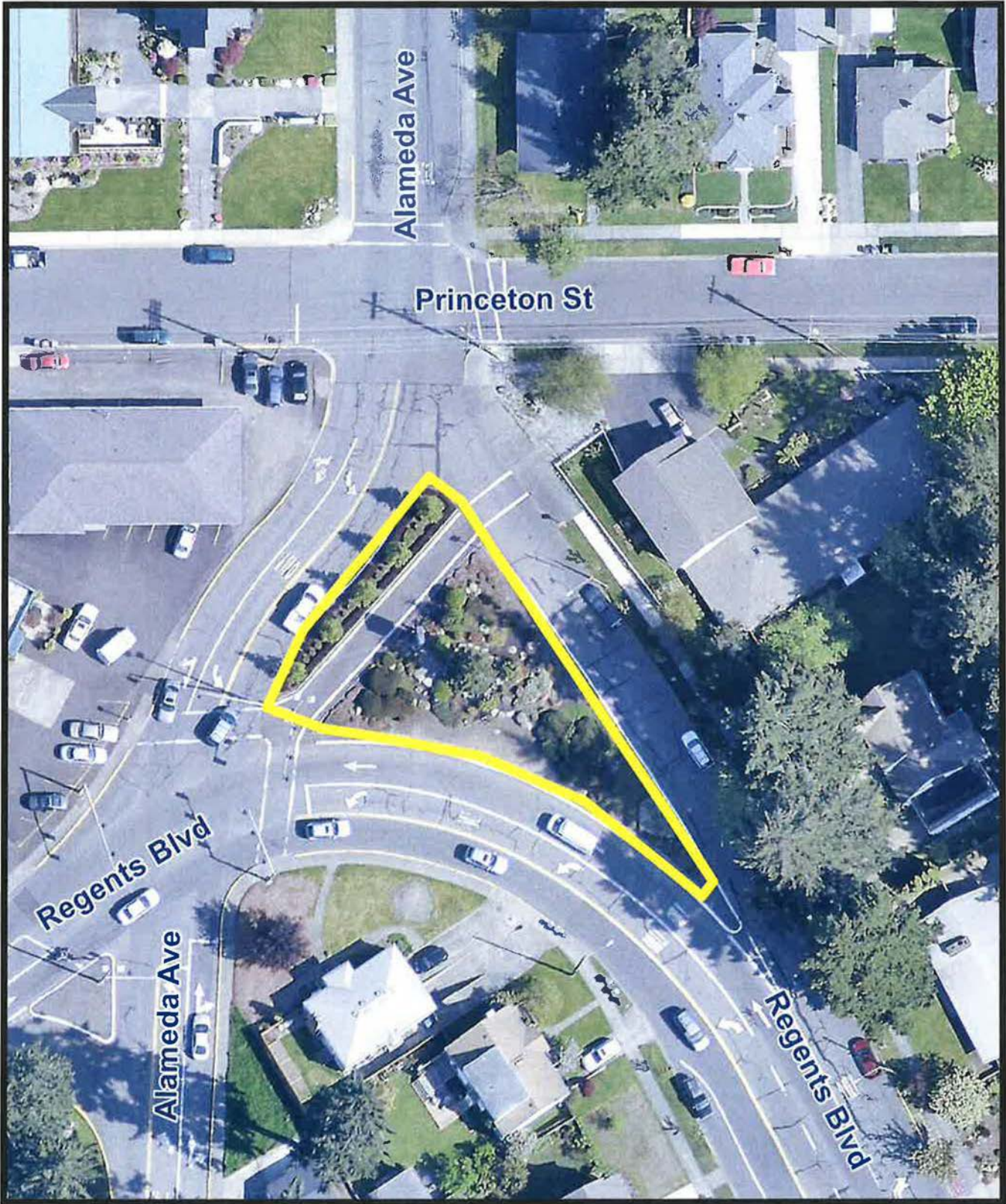
# Public Works Building



Perform Task #'s	Weekly March 1 - October 31	As Described	Yearly
	1, 2, 3, 4, 5, 6, 7	7, 8	7



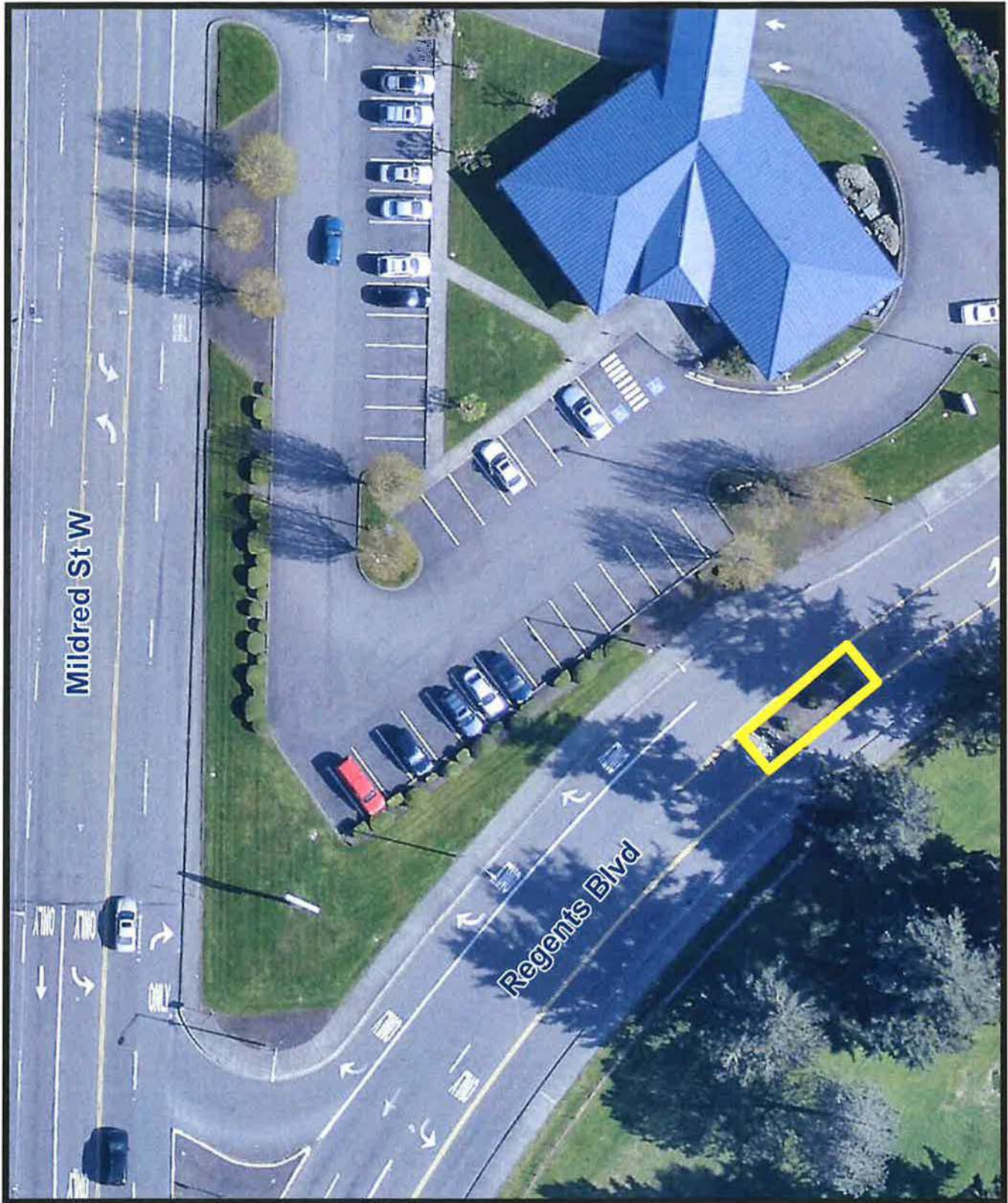
# Regents and Alameda - Big Island



Perform Task #'s	Weekly March 1 - October 31	As Described	Yearly
	1, 2, 3, 4, 5, 6, 7	--	7



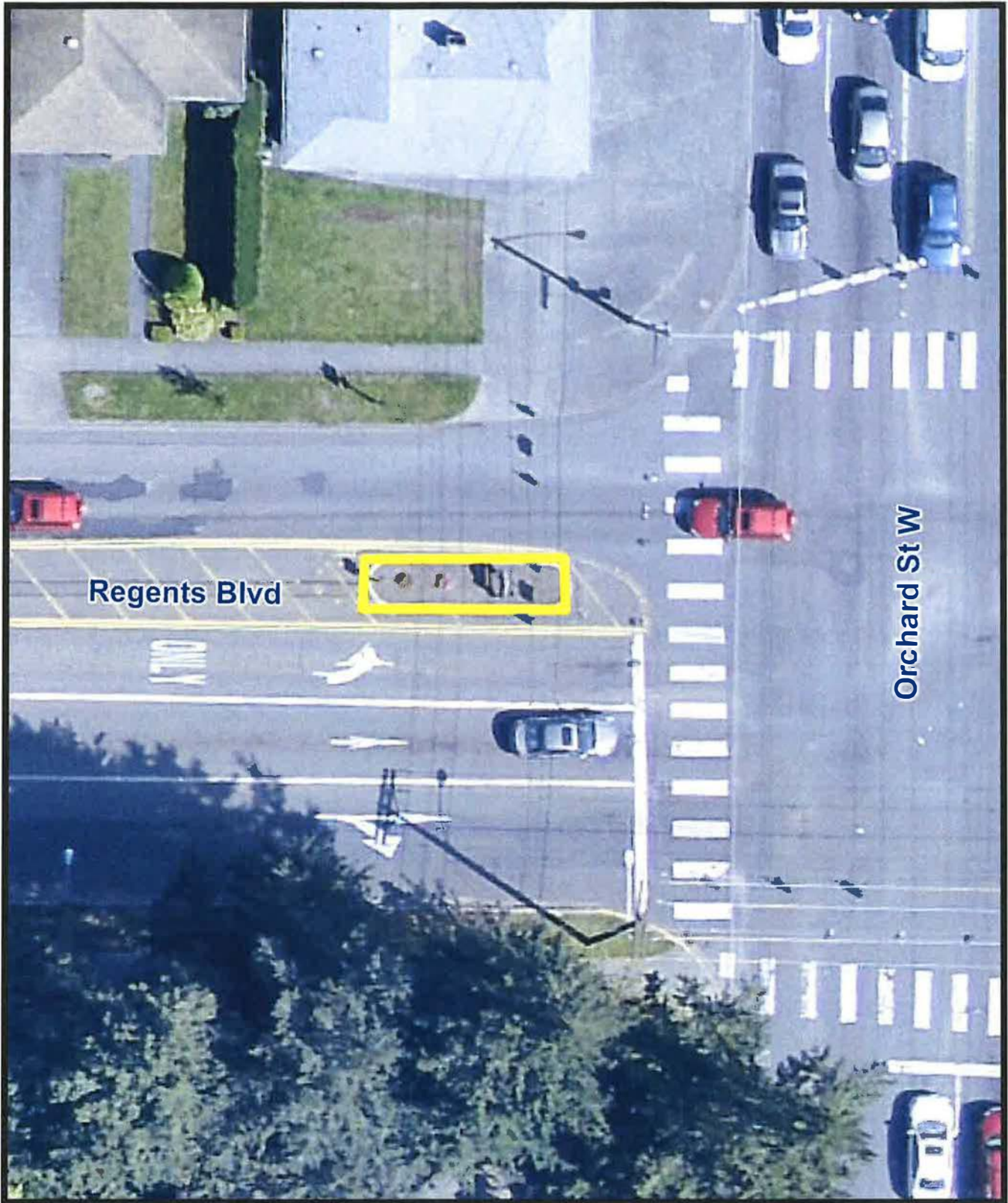
# Regents and Mildred St - Entry Island



Perform Task #'s	Weekly March 1 - October 31	As Described	Yearly
	5, 6, 7	--	7



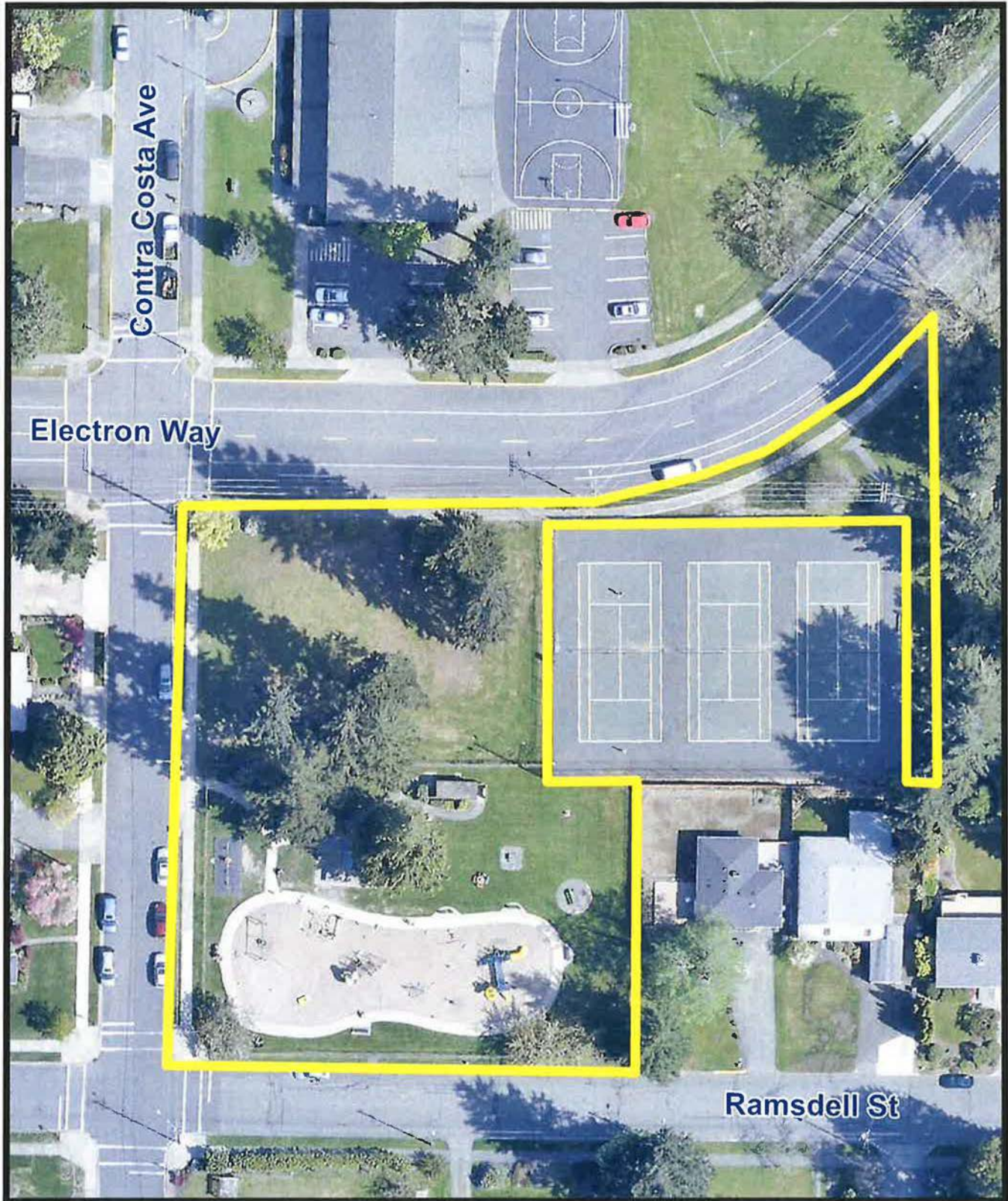
# Regents and Orchard - Entry Island



Perform Task #'s	Weekly March 1 - October 31	As Described	Yearly
	5, 6, 7	--	7



# Tot Lot and Tennis Courts



	Weekly March 1 - October 31	As Described	Yearly
Perform Task #'s	1, 2, 3, 4, 5, 6, 7	7, 8, 9, 10, 11, 12	7



# West Mount Court - Wells 6 & 7



<b>Perform Task #'s</b>	<b>Weekly March 1 - October 31</b>	<b>As Described</b>	<b>Yearly</b>
	1, 2, 3, 7	--	7

## FIRCREST CITY COUNCIL AGENDA SUMMARY

**DATE:** 12/13/2022

**NEW BUSINESS:** On-call Engineering Services

**ITEM:** 13E

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

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**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute an eighth amendment to the Professional Services Agreement with KPG Psomas, P.S., for providing on-call engineering services for transportation type projects and additional services as needed.

---

**PROPOSAL:** The City Council is being asked to authorize the City Manager to execute an eighth amendment to the Professional Services Agreement (“PSA”) with KPG Psomas, P.S., to provide on-call engineering services for transportation type projects and additional services as needed. KPG recently merged with a large engineering firm, Psomas, and rebranded as KPG Psomas, P.S.

**FISCAL IMPACT:** The PSA does not have a contract amount as the work will be performed by task order for each request. Total cost is to be within the budgeted amount for professional services for each respective department. See “Exhibit A” rate schedule.

**ADVANTAGE:** Utilizing an on-call engineer helps to expedite approval and design of projects. KPG Psomas, P.S., can provide a wide variety of engineering services that cover the potential needs of Public Works.

**DISADVANTAGES:** By not having on-call engineer services, the City of Fircrest (“City”) would be required to delay work for the selection process and provide a PSA for each task throughout the year.

**ALTERNATIVES:** Not have an on-call engineer for services and either not use the budgeted services or prepare a PSA for each task needed.

**HISTORY:** KPG Psomas, P.S., has provided the City on-call engineering services since 2016. The City has been successful in years past utilizing the services of KPG Psomas, P.S. The City and KPG Psomas, P.S., wish to continue this on-call PSA.

**ATTACHMENTS:** [Resolution Agreement Exhibit A / Rate Schedule](#)



**EIGHTH AMENDMENT  
TO THE CITY OF FIRCREST  
PROFESSIONAL SERVICES AGREEMENT  
FOR ON-CALL ENGINEERING SERVICES**

This eighth amendment is hereby made and entered into this 13th day of December 2022, by and between the City of Fircrest (“City”), a political subdivision of the State of Washington, and KPG Psomas, P.S. (“Consultant”), to be effective January 1, 2023.

1. Purpose.

The purpose of this eighth amendment is to amend the March 22, 2016, agreement. This amendment is limited to the amendments as set forth herein. All of the remaining terms and conditions of the March 22, 2016, agreement as amended shall remain in full force and effect. The amendment is as follows:

2. Exhibit B is hereby replaced with a new Exhibit B to reflect the 2023 schedule of charges.

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

**CITY OF FIRCREST**

**KPG PSOMAS, P.S.**


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

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

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

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





**KPG Psomas Inc./Fircrest On-call  
Summary of Negotiated Costs  
Effective January 1, 2023 through December 31, 2023**

<b>Classification</b>	<b>2023 Inclusive Rate (Rounded to \$1)</b>
Principal	285
Engineering Manager	251
Senior Engineer	215
Senior Project Engineer	203
Project Engineer III	188
Project Engineer II	175
Project Engineer I	149
Design Engineer II	140
Design Engineer I	133
Engineering Technician	114
Technician	102
Engineering Assistant	92
Senior Project Manager Survey	251
Survey Crew II (W/Equip)	260
Survey Crew I (W/Equip)	205
Field Surveyor I	92
Field Surveyor II	122
Field Surveyor III	145
Survey Assistant	92
Project Surveyor	164
Surveyor I	91
Surveyor II	121
Surveyor III	137
Urban Design Manager	200
Project Landscape Architect	155
Landscape Technician	102
Landscape Assistant	90
Senior Transportation Planner	190
Transportation Planner	114
Senior Construction Manager	245
Construction Manager	185
Senior Resident Engineer	172
Resident Engineer	155
Assistant Resident Engineer	144
Senior Construction Observer	191
Construction Observer III	143
Construction Observer II	130
Construction Observer I	106
Construction Technician	92
Document Control Specialist II	143
Document Control Specialist I	121
Document Control Admin	104
Construction Assistant	76
CAD Manager	180
Senior CAD Technician	138
CAD Technician	124
Business Manager	178
Senior Admin	133
Office Admin	103
Office Assistant	82
Subs billed at cost plus 5%.	
Reimbursables billed at actual costs.	
Mileage billed at the current approved IRS mileage rate.	

## FIRCREST CITY COUNCIL AGENDA SUMMARY

**DATE:** 12/13/2023

**NEW BUSINESS:** On-call Engineering Services

**ITEM:** 13F

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

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**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute a seventh amendment to the Professional Services Agreement with Apex Engineering LLC for providing on-call engineering services for transportation type projects and additional services as needed.

---

**PROPOSAL:** The Council is being asked to authorize the City Manager to execute a seventh amendment to the Professional Services Agreement with Apex Engineering LLC to provide on-call engineering services for transportation type projects and additional services as needed.

**FISCAL IMPACT:** The agreement does not have a contract amount as the work will be performed by task order for each request. Total cost is to be within the budgeted amount for professional services for each respective department. See "Exhibit A" rate schedule.

**ADVANTAGE:** Utilization of an on-call engineer helps to expedite approval and design of projects. Apex Engineering can provide a wide variety of engineering services that cover the potential needs of Public Works.

**DISADVANTAGES:** By not having an on-call engineer services, the City would be required to delay work for the selection process and provide Professional Services Agreements for each task throughout the year.

**ALTERNATIVES:** To not have an on-call engineer for services and either not use the budgeted services or prepare a Professional Services Agreement for each task needed.

**HISTORY:** Apex Engineering LLC has provided the City on-call engineering services since 2016. The City has been successful in years past utilizing the services of Apex. The City and Apex wish to continue this on-call contract.

**ATTACHMENTS:** [Resolution Agreement Exhibit A / Rate Schedule](#)



**SEVENTH AMENDMENT  
TO THE CITY OF FIRCREST  
CONSULTING SERVICES AGREEMENT  
FOR ON-CALL ENGINEERING SERVICES**

This seventh amendment is hereby made and entered into this 13th day of December 2022, by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the “City” and Apex Engineering LLC, hereinafter referred to as “Consultant”, to be effective January 1, 2023.

1. Purpose.

The purpose of this seventh amendment is to amend the March 22, 2016 agreement. This amendment is limited to the amendments as set forth herein. All of the remaining terms and conditions of the March 22, 2016 agreement as amended shall remain in full force and effect. The amendments are as follows:

2. The section “Term” in the Agreement is hereby amended to read as follows:

The term of this Agreement shall be from March 22, 2016,  
until December 31, 2023, and may be extended or modified  
by mutual consent of the parties

3. Exhibit A is hereby replaced with a new Exhibit A, attached hereto, to reflect the 2023 schedule of charges.

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


**CITY OF FIRCREST**

**APEX ENGINEERING LLC**

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

By \_\_\_\_\_

Approved as to Form:

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



## APEX ENGINEERING PROFESSIONAL SERVICES FEE SCHEDULE - 2023

<b><u>Office</u></b>	<b>Standard Hourly Rate</b>
Principal	\$220.00
Senior Project Manager	\$210.00
Professional Engineer	\$200.00
Professional Land Surveyor	\$190.00
Project Manager	\$180.00
Senior Design Engineer	\$160.00
Design Engineer	\$150.00
Designer	\$140.00
Survey Field Coordinator	\$165.00
Survey Technician	\$145.00
Project Expeditor	\$140.00
Administrative	\$90.00
Senior Planner	\$160.00
Planning Technician	\$100.00
Survey Crew	\$190.00
3-Person Survey Crew	\$285.00
Inspector	\$155.00

### **Reimbursable Expenses**

	Standard Federal Rate
Mileage	Standard Federal Rate
Deliveries	Cost plus 15%
Misc. Outside Costs	Cost plus 15%
Photography/Special Materials	Cost Plus 15%
Copies (1-sided)	\$0.05/Each
Copies (2-sided)	\$0.10/Each
Foam Core (Sq Ft)	\$1.30
Prints - Black & White (Sq Ft)	\$0.33
Prints - Color (Sq Ft)	\$1.00
Mylars	\$10.20
Public Notice Posting Boards	
Large (36" x 48") Yellow	\$16.00/each
Small (12" x 24" Yellow) / (18" x 24" White)	\$5.00/each

**FIRCREST CITY COUNCIL AGENDA SUMMARY**

**COUNCIL MEETING DATE:** December 13, 2022  
**SUBJECT:** 13G Resolution Police Chief Recruitment Services  
**FROM:** Arlette Burkhart, Civil Service Examiner

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**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_, authorizing the Interim City Manager to execute a professional services agreement with Prothman for Police Chief Recruitment Services.

---

**PROPOSAL:** Council is being asked to authorize the Interim City Manager to execute a professional services agreement with Prothman for Police Chief Recruitment Services. The agreement will be from December 14, 2022, to December 31, 2023.

**FISCAL IMPACT:** Recruitment services are not included in the adopted 2023 budget. This amount will be included in the first budget amendment in 2023. The base rate is \$ 19,500 and the not to exceed amount is \$24,000, which includes any applicable sales tax. The only additional costs that are not included in the scope of work are any potential costs to pay for candidate travel.

**ADVANTAGE:** Provides recruitment services to select the next Fircrest Police Chief.

**DISADVANTAGES:** None identified.

**ALTERNATIVES:** The City Council could request an alternate recruitment firm, perform the search in-house, or staff can repost the RFQ. None of these alternatives are recommended by the Civil Service Commission or staff.

**HISTORY:** Current Police Chief Cheesman has announced his retirement effective February 2023. Per the direction of the Civil Service Commission, staff posted an RFQ for recruitment services. Six (6) firms responded. Staff picked the top three firms and forwarded them to the commission. On December 5, 2022, the Civil Service Commission decided to contract with Prothman.

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

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF FIRCREST, WASHINGTON, AUTHORIZING THE  
INTERIM CITY MANAGER TO EXECUTE A  
PROFESSIONAL SERVICES AGREEMENT WITH  
PROTHMAN TO PROVIDE POLICE CHIEF  
RECRUITMENT SERVICES.**

**WHEREAS**, the Fircrest City Council (“City Council”) is being asked to authorize a professional service agreement between Prothman and the City of Fircrest to provide Police Chief recruitment services; and

**WHEREAS**, the City Council desires to utilize such services in the search for the next Police Chief for the City of Fircrest; and

**WHEREAS**, the Prothman Company is qualified to perform such service.

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

**Section 1.** The Interim City Manager is hereby authorized and directed to execute the agreement between Prothman Company and the City of Fircrest for Police Chief recruitment services.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON**, at a regular meeting thereof this 13th day of December 2022.

APPROVED:

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## AGREEMENT FOR RECRUITMENT SERVICES

THIS AGREEMENT is entered into between the City of Fircrest, Washington, hereinafter referred to as the "City" and PROTHMAN COMPANY hereinafter referred to as "Contractor" in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. PROJECT DESIGNATION: The Contractor is retained by the City to perform recruitment services for the POLICE CHIEF position.
2. SCOPE OF SERVICES: The Contractor agrees to perform the services including the provision of all labor, materials, equipment, and supplies as identified in Exhibit A.
3. ASSIGNMENT: The Contractor shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
4. NON-WAIVER: Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provisions.
5. TERMS OF AGREEMENT: Notwithstanding, the date of execution hereof, this Agreement shall be in effect from December 14, 2022, to December 31, 2023. And may be extended by mutual consent if a recruitment placement has not been completed by the termination date. This contract may be terminated by either party with a 30-day written notice.
6. PAYMENT: The professional fee is invoiced in three equal installments throughout the recruitment, one at the beginning, the half-way point and after the final interviews. Expenses are invoiced monthly. The total cost for services shall not exceed \$24,000 which would include any applicable sales tax. The not-to-exceed amount does not include candidate travel expenses.
7. PERFORMANCE: The City reserves the right to withhold a part or all of the payments if, in the judgment of the City, the Contractor has not performed or has unsatisfactorily performed any of the maintenance services set forth in this contract; provided, that the City shall promptly notify the Contractor in writing of the specific items of non-performance or unsatisfactory performance. It is further provided that any such payments withheld shall reasonably relate to the estimated value of the work not performed.
8. LIABILITY AND INSURANCE: With the exception of the sole negligence of the City of Fircrest or its employees or officials the contractor agrees to hold the City of Fircrest and city employees and officials harmless from all liability arising out of all work pursuant to this agreement. The Contractor will obtain and maintain in force at least the following minimum insurance coverage covering all activity under this agreement, and as to which the City shall be named as primary non-contributory additional insured:

a. Workman's Compensation Coverage	Statutory
b. General Liability	\$1,000,000/\$2,000,000 aggregate
c. Auto Liability	\$1,000,000

An insurance certificate showing the foregoing will be submitted to the City for approval before work commences.

The minimum limits above do not limit the contractor's liability to the City or the public.

9. COMPLIANCE WITH LAWS: The Contractor shall be duly licensed and shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments. A City of Fircrest business license is required.
10. TERMINATION: If the Contractor violates any of the covenants undertaken herein, or any of the duties imposed upon it by the Agreement, this Agreement may be terminated by either party immediately with cause, and without cause upon thirty (30) days written notice, served to the other party by certified mail. In such case, the Contractor shall be compensated by the City for work performed to the date of termination.
11. VENUE STIPULATION: This Agreement has been and shall be considered as having been made and delivered within the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement, or any of the provisions contained therein, shall be instituted and maintained only in Pierce County Superior Court, Tacoma, Washington.
12. STATUS OF CONTRACTOR: Neither the Contractor nor personnel employed by the Contractor shall acquire any rights or status in City employment, nor shall they be deemed employees or agents of the City for any purpose. The Contractor is required to employ a qualified Supervisor acceptable to the City. The Contractor shall be deemed an independent Contractor and shall be responsible in full for payment of its employees, including prevailing wages, worker's compensation, insurance, payroll deductions, and all related costs.
13. PREVAILING WAGES: Prevailing wages are not required for this contract.
14. COMPLIANCE WITH CITY POLICY: The Contractor shall comply with approved City policies concerning the administration of City-owned property, and the provisions of the policy shall have the same force and effect as provisions of this agreement to the extent not inconsistent herewith.
15. DAMAGE BY VANDALISM OR ACTS OF GOD: It is understood and agreed that the Contractor shall not be responsible or required to repair, at the sole cost and expense of the Contractor, any major damage or destruction caused by acts of vandalism or acts of GOD and did not result from the negligent acts or omissions of the Contractor or the Contractor's agents.
16. EXTRA WORK AND CHANGE ORDERS: Work in addition to, or different from that provided for in the scope of work section shall only be allowed by prior authorization in writing and signed by the City Manager, as a modification to this agreement. Such modification shall be attached hereto and made a part hereof.

**INTEGRATED AGREEMENT:**

This agreement, together with attachments or addenda, represents the entire and integrated agreement between the representations, or agreements, written or oral. This agreement may be amended only by written instrument signed by both City and Contractor.

DATED this 14<sup>th</sup> day of December 2022

**CITY OF FIRCREST**

**CONTRACTOR**

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO FORM:**

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

**Proposal  
to provide recruitment services  
for the City of Fircrest's  
next  
Police Chief**



**THE CITY OF FIRCREST**

**Leadership is Key to the Sustainability of Any Organization**

*Character, integrity, and the commitment of a leader inspires those in the workplace to go the extra mile and can greatly influence the team's success in achieving its objectives.*

**Finding great leaders is what we do!**

***P*ROTHMAN**

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**Executive Recruitment**

*Interim Staffing. Application Software. Job Board.*

# **STATEMENT OF QUALIFICATIONS**

## **ABOUT PROTHMAN**

Prothman specializes in providing national and regional executive recruitment services to cities, counties, districts, and other governmental agencies throughout the western United States. Founded in 2002, Prothman is an industry leader known and respected for outstanding customer service, quality candidate pools, and our knowledge of local government.

## **OUR EXPERTISE**

**Firsthand Knowledge of Local Government:** Our lead consultants have dedicated their careers to local government and joined Prothman upon retiring from their distinguished careers. Our 20 years of recruiting experience, combined with each of our consultants' 30+ years of local government experience, provides our clients with a solid and effective team that can handle any senior level or highly specialized position recruitment.

**Recruitment Knowledge and Experience:** The Prothman team has conducted over 550 recruitments and interim placements. We have read and screened over 16,000 resumes, and we have personally interviewed over 7,000 semifinalist candidates. We know how to read between the lines, filter the fluff, and drill down to the qualities and experiences required to be a good manager.

## **OUR PROVEN PROCESS**

Clients and candidates continually tell us that we have the best process and client service in the industry. The tenure of our placements is among the best in the industry because we understand that "fit" is the most important part of the process; not just fit within the organization, but fit within the community, as well.

## **OUR GUARANTEE**

We are confident in our ability to recruit an experienced and qualified candidate who will be the perfect "fit" for your organization. Should the selected finalist leave the position or be terminated for cause within one year from the employment date, we will conduct a replacement search with no additional professional fee.

## **CONTACT INFORMATION**

Owner / President: Sonja Prothman, [sonja@prothman.com](mailto:sonja@prothman.com), 206.368.0050  
371 NE Gilman Blvd., Suite 310, Issaquah, WA 98027  
[www.prothman.com](http://www.prothman.com)  
[www.prothman-jobboard.com](http://www.prothman-jobboard.com)  
Submittal Date: November 18, 2022

## **COMMITMENT TO PROVIDE SERVICE**

Prothman commits to performing all services represented in this proposal.



## **STATEMENT OF QUALIFICATIONS - PROJECT TEAM**

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### **Robert Carden - Project Lead**

Bob brings more than 37 years of law enforcement experience to the Prothman team, including having been Police Chief for three cities with populations ranging from 20,000 to 125,000. Bob retired as Police Chief from the City of Visalia, CA, in 2009. Prior to Visalia, he was Police Chief for the City of Marysville, WA, for eight years, and was also Chief of Police for the City of Lemoore, CA. Earlier in his career, Bob also served the Tulare County Sheriff's Department and the Wasco Police Department, both in California, and he is an active member of the California Police Chiefs Association. Bob has also worked through Prothman as interim Police Chief for the City of Battle Ground, WA. Bob has a Bachelor of Science degree in Criminal Justice from Culver-Stockton College, Missouri, and a Master of Science degree in Management from Cal State Polytechnic University. He also is a graduate of the California Command College, the Washington Command College, and serves as an Instructor in Criminal Justice for Columbia College, having developed and is currently teaching courses in "Ethics and Morality in Criminal Justice", and "Corrections and Penology".

### **Bryan Jeter - Project Co-Lead**

Bryan brings 35 years of law enforcement experience to the Prothman team. He served the Bonney Lake, Washington, community for 22 years as an officer, lieutenant and chief of police. He served the Puyallup, Washington, community for 13 years as a patrol commander, deputy chief and chief of police. Bryan served as the commander of a multi-agency SWAT team for both agencies. He is a lifetime member of the International Association of Chiefs of Police and was an active member of the Washington Associations of Sheriffs and Police Chiefs, serving over 20 years on the Legislative Committee during his career. He has been a presenter at the International Problem Oriented Policing conference, FBI National Academy Association International conference, and the International Association of Chiefs of Police conference. Bryan has a Bachelor of Arts degree from Washington State University and is a graduate of the 211<sup>th</sup> session of the FBI National Academy.

### **Sonja Prothman - Project Support**

As Owner and President, Sonja directs the day-to-day operations of the Prothman Company and has over 17 years of experience in local government recruiting, interim placements, and organizational assessments. Sonja is a former councilmember for the City of Normandy Park, Washington, and brings to Prothman the "elected official" side of government – a vital perspective for understanding our clients' needs. A Seattle native, Sonja earned a bachelor's degree in Communications from the University of Washington.

### **Barry Gaskins - Project Support**

Barry has been a key member of the Prothman team for 17 years and is responsible for office and candidate management. His attention to detail and understanding of timeliness to the customer and candidates is remarkable. Barry works with the lead consultant in following through with scheduling interviews, arranging candidate travel, managing candidate application packets, and assembly of candidate information to give to the client. Barry came to us from the Bill & Melinda Gates Foundation where he served as a Program Assistant for four years in the US Library Program. Barry earned his bachelor's degree from California State in Los Angeles.

### **Jared Eckhardt - Project Support**

Jared has been a key member of the Prothman team for seven years and is responsible for profile development and candidate outreach. Jared works one-on-one with the client for position profile development and works with Sonja and the lead consultant on each client's outreach strategies. Jared also functions as recruitment support as a secondary lead consultant on recruitments and special projects. Jared graduated from the University of Washington, earning his BA in Communications.

## AVAILABILITY, COMMUNICATION & SCHEDULE

### We are ready to start when you are!

One of our first tasks will be to coordinate and commit to a schedule. Then, we protect your dates on a master schedule to assure we never miss a commitment. We provide you with our cell phone numbers so that you have direct access to your lead consultant and support staff, and we will communicate and update you as often as you desire. Our recruitments take approximately 10-14 weeks to complete, depending on the scope and direction from the client. You can expect approximately: 2-3 weeks for stakeholder interviews and profile development and approval, 5-6 weeks for recruitment, 2-3 weeks for screening and interviewing, and 2-3 weeks for coordinating final interviews.

### SAMPLE SCHEDULE

Blue highlighted / bolded events represent meetings with the client.

Date	Topic
<b>Weeks of January 9 &amp; 16, 2023</b>	<b>Travel to Fircrest and/or meet via Zoom/phone for stakeholder interviews.</b> Gather information for position profile. Send position profile for review and edits.
January 30, 2023	Post Profile & Start Advertising
February 6, 2023	Send Direct Mail
March 12, 2023	Application Closing Date
Weeks of March 13 & 20, 2023	Prothman screens applications & interviews top 6 - 12 candidates
<b>Week of March 27 – 31, 2023</b>	<b>Travel to Fircrest or meet via Zoom for Work Session to review semifinalists and design final interviews</b>
<b>Week of April 10 or 17, 2023</b>	<b>Travel to Fircrest for Final Interview Process</b>

*The work session and final interview dates should support including the new city manager in the selection of the next police chief.*

## **EXECUTIVE SUMMARY**

Prothman has been in the business of finding highly qualified candidates for placement in local government organizations of various sizes with varying political ideologies for 20 years. We have worked for small organizations like Yachats, Oregon, population 800, to large organizations like the City of Tacoma and King County, WA. We understand politics, council and board dynamics and community passion, and we are experts in facilitating. We have designed our recruitment process so that all stakeholders are included, listened to and treated with respect. Our company takes pride in and stakes its reputation on finding qualified candidates who are the right “fit” for our clients.

## **References**

### **City of Loveland, CO - Police Chief, just completed**

Contact - Julia Holland, HR Director  
julia.holland@cityofloveland.org  
720.413.1832

### **City of Bellingham, WA – Police Chief, recently completed**

Contact - Ameleah Sullivan, Senior HR Analyst  
amsullivan@cob.org  
360.778.8223

### **City of Toppenish, WA - Police Chief**

Contact - Debbie Zabell, City Manager  
debbie.zabell@cityoftoppenish.us  
509.865.1633

### **City of Sheridan, WY - Police Chief**

Contact - HR Director, Heather Doke  
hdoke@sheridanwy.net  
307.674.6483

## **Equal Opportunity**

We can assure you that we recognize the importance and wisdom of a diversity rich candidate pool and for every recruitment we conduct, we have made it our mission to reach out to and attract the most qualified and diverse candidate pool as possible for our clients. If we are chosen to be your executive recruiting partner, we will do so with the common goal of finding the City of Fircrest a diverse and qualified pool of candidates.

All qualified applicants are considered in accordance with applicable laws prohibiting discrimination on the basis of race, religion, color, gender, age, national origin, sexual orientation, physical or mental disability, marital status or veteran status or any other legally protected status. We will provide assistance in the recruitment, application and selection process to applicants with disabilities who request such assistance.

# **PROPOSED SCOPE OF WORK**

## **1. Develop a Tailored Recruitment Strategy**

### **Project Review**

The first step will be to:

- ◆ Review the scope of work and project schedule
- ◆ Review compensation and decide if a salary survey is needed

### **Information Gathering and Research (*Soliciting Input*)**

**We will travel to Fircrest or meet via Zoom/phone and spend as much time as it takes to learn everything we can about your organization.** Our goal is to thoroughly understand the values and culture of your organization, as well as the preferred qualifications you desire in your next Police Chief. We will:

- ◆ Meet with the Interim City Manager
- ◆ Meet with the Retiring Chief
- ◆ Meet with the City Council, as directed
- ◆ Meet with Police Department staff, all shifts
- ◆ Meet with Union Representatives, as directed
- ◆ Meet with community and other stakeholders, as directed
- ◆ Review all documents related to the position

### **Position Profile Development (*Identifying the Ideal Candidate*)**

We will develop a profile of your ideal candidate. Profiles include the following:

- ◆ **A description of the ideal candidate's qualifications**
  - Years of related experience, education required and ideal personality traits
- ◆ **Organization-specific information**
  - Description of the organization, position, and key responsibilities
  - Priorities and challenges facing the organization
- ◆ **Community-specific information**
- ◆ **Compensation package details**
- ◆ **Information on how to apply**

## **2. Identify, Target, and Recruit Viable Candidates**

### **Outreach and Advertising Strategy (*Locating Qualified Candidates*)**

**We recognize that often the best candidates are not actively looking for a new position - *this is the person we want to reach and recruit.*** We have an aggressive recruitment strategy which involves the following:

- ◆ **Print and Internet-based Ads** placed nationally in professional publications, journals, and related websites.
- ◆ **Targeted Direct Mail Recruitment Brochures** sent directly to police management professionals in approximately fourteen states who are not actively searching for a new position.
- ◆ **Focused Candidate Outreach** via emails and personal networking from our database of police management professionals.
- ◆ **Posting the Position Profile on Prothman's Facebook and LinkedIn pages, and on the Prothman website**, which receives over five thousand visits per week from potential candidates.

### **3. Conduct Preliminary Screening**

#### **Candidate Screening (*Narrowing the Field*)**

Once the application deadline has passed, we will conduct an extensive candidate review designed to gather detailed information on the leading candidates. The screening process has 3 key steps:

- 1) **Application Review:** Using the Position Profile as our guide, we will screen the candidates for qualifications based on the resumes, applications, and supplemental question responses (to determine a candidate's writing skills, analytical abilities and communication style). After the initial screening, we take the yes's and maybe's and complete a second screening where we take a much deeper look into the training, work history and qualifications of each candidate.
- 2) **Internet Publication Background Search:** We conduct an internet publication search on all semifinalist candidates prior to their interviews. If we find anything out of the ordinary, we discuss this during the initial interview and bring this information to you.
- 3) **Personal Interviews:** We will conduct in-depth videoconference or in-person interviews with the top 6 to 12 candidates. During the interviews, we ask the technical questions to gauge their competency, and just as importantly, we design our interviews to measure the candidate's fit within your organization.

#### **Candidate Presentation**

**We will prepare and send to you candidate packets** which include each candidate's application materials and the results of the personal interviews and publication search.

**We will travel to Fircrest or meet via Zoom** and advise you of the candidates meeting the qualifications, our knowledge of them, and their strengths and weaknesses relative to fit within your organization. We will give you our recommendations and then work with you to identify the top 3 to 6 candidates to invite to the final interviews. We will discuss the planning and design of the final interview process during this meeting.

### **4. Prepare Materials and Process for Final Interviews**

#### **Final Interview Process (*Selecting the Right Candidate*)**

The design of the final interviews is an integral component towards making sure that all stakeholders have the opportunity to learn as much as possible about each candidate.

- ◆ **Elements of the design process include:**
  - **Deciding on the Structure of the Interviews**  
We will tailor the interview process to fit your needs. It may involve using various interview panels, community tours and/or a single interview with the decision maker.
  - **Deciding on Candidate Travel Expenses**  
We will help you identify which expenses your organization wishes to cover.
  - **Identifying Interview Panel Participants & Panel Facilitators**
- ◆ **Background Checks**  
Background checks include the following:
  - **References**  
We conduct 6-8 reference checks on each candidate.
  - **Education Verification, Criminal History, Driving Record and Sex Offender Check**  
We contract with Sterling for all background checks.

- ◆ **Candidate Travel Coordination**  
After you have identified the travel expenses you wish to cover, we work with the candidates to organize the most cost-effective travel arrangements.
- ◆ **Final Interview Packets**  
The Final Interview Packets include the candidates' application materials and are the tool that keeps the final interview process organized. Each panel member will be provided with a packet.
- ◆ **Final Interviews with Candidates**  
**We will travel to Fircrest and facilitate the interviews.** The interview process usually begins with a morning briefing where schedule and process will be discussed with all those involved in the interviews. Each candidate will then go through a series of one-hour interview sessions, with an hour break for lunch.
- ◆ **Panelists & Decision Makers Debrief:** After the interviews are complete, we will facilitate a debrief with all panel participants where the panel facilitators will report their panel's view of the strengths and weaknesses of each candidate interviewed. The decision makers will also have an opportunity to ask panelists questions.
- ◆ **Candidate Evaluation Session:** After the debrief, we will facilitate the evaluation process, help the decision makers come to consensus, discuss next steps, and organize any additional candidate references or research if needed.
- ◆ **Facilitate Employment Agreement:** Once the top candidate has been selected, we will offer any assistance needed in developing a letter of offer and negotiating terms of the employment agreement.

## 5. Warranty

### **Repeat the Recruitment**

If you follow the major elements of our process and a top candidate is not chosen, we will repeat the recruitment with no additional professional fee, the only cost to you would be for the expenses.

## 6. Guarantee

### **Replacement Recruitment**

Prothman will guarantee with a full recruitment that if the selected finalist is terminated or resigns within one year from the employment date, we will conduct one replacement search with no additional professional fee, the only cost to you would be for the expenses.

## **FEE & EXPENSES**

### **Professional Fee**

**The fee for conducting a Police Chief recruitment with a one-year guarantee is \$19,500.**

The professional fee covers all Prothman consultant and staff time required to conduct the recruitment. This includes all correspondence and three on-site meetings with the client, writing and placing the recruitment ads, development of the candidate profile, creating and sending invitation letters, reviewing resumes, coordinating and conducting semifinalist interviews, coordinating and attending finalist interviews, coordinating candidate travel, professional reference checks on the finalist candidates and all other search related tasks required to successfully complete the recruitment.

Professional fees are billed in three equal installments throughout the recruitment, one at the beginning, half-way point and after the final interviews.

### **Expenses**

Expenses vary depending on the design and geographical scope of the recruitment. We do not mark up expenses and we work diligently to keep expenses at a minimum and keep records of all expenditures. The City of Fircrest will be responsible for reimbursing expenses Prothman incurs on your behalf. Expenses will not exceed \$4,500 and include:

- Trade journal, websites, LinkedIn Boost, and other advertising (\$1,700)
- Direct mail announcements (\$1,800)
- Consultant travel: No Charge
- Background checks performed by Sterling (approx. \$175 per candidate)

### **Other Expenses**

**Candidate travel:** We cannot approximate candidate travel expenses because they vary depending on the number of candidates, how far the candidates travel, length of stay, if spouses are included, etc. If you wish, we will coordinate and forward to your organization the candidates' travel receipts for direct reimbursement to the candidates.

### **Cancellation**

You have the right to cancel the search at any time. Your only obligation would be the fees and expenses incurred prior to cancellation.



## EXAMPLE OF POSITION PROFILE



# POLICE CHIEF

## \$141,800 - \$226,800

*Plus Excellent Benefits*

Apply by  
**September 4, 2022**  
*(open until filled)*

**PROTHMAN**



## WHY APPLY?



Loveland is an exceptional community with many positive attributes, where citizen participation is abundant, positive, and forward-thinking. Residents are proud of their community and are deeply invested in its success. The region offers excellent local schools including Colorado State University close by in Fort Collins, a vibrant downtown with great dining opportunities, outstanding medical services, and proximity to numerous recreational outdoor activities.

The City of Loveland is a city committed to diversity, inclusion, and listening to diverse viewpoints to enhance the city and community. The incoming Police Chief will have an opportunity to work alongside a welcoming, knowledgeable, communicative, and a strong and supportive city leadership team. The City has a financially sound economic base, exceptional infrastructure, and a modern police facility.

This is a wonderful opportunity for a dynamic individual with a strong work ethic who has extensive experience as a Chief or top-level police executive of a medium to large law enforcement agency to lead the department and the community now and into the future and make a real and lasting difference.



## LOVELAND, COLORADO

Nestled in a lush valley at the entrance to the Big Thompson Canyon, Loveland, Colorado (Pop. 81,127) is known as the “gateway to the Rockies” and is conveniently located just 35 minutes east of the Rocky Mountain National Park, just 45 minutes north of Denver and world class ski resorts, and 45 minutes south of Wyoming. One of two incorporated cities within Larimer County, Loveland and its’ surrounding communities enjoy over 300 days of sunshine with warm summers and snowy winters, making the area an outdoor paradise with an abundance of both indoor and outdoor activities. Residents and visitors are surrounded with over 5,000 acres of open space and natural areas, available for scenic views, camping, mountain biking, hiking, horseback riding, motorized off roading, and winter snowmobiling. The area has a multitude of scenic lakes, rivers, and streams available for swimming, water skiing and boarding, rafting, boating, and fishing. Loveland boasts 35 parks with picnic tables and BBQ pavilions, 27 playgrounds, and numerous sporting fields from soccer fields and basketball courts to skate parks.

Loveland has been a mecca for artists and the city’s affection for art is scattered around the community. With more than 200 sculptures, three annual art shows, two foundries, and two sculpture parks, it is clear that art is appreciated around every corner. Anyone can enjoy the arts through visiting local art shows, museums, galleries, and the theater, or visiting the Benson Sculpture Garden where over 154 eclectic sculptures can be found.

Loveland hosts several signature events annually that bring our community together, such as Sculpture in the Park, the largest outdoor sculpture show in the U.S., The Corn Roast Festival, Winter Wonderlights and the Sweetheart Festival, which pays homage to Loveland’s nickname, “The Sweetheart City” due to its’ world-famous 73-year Valentine Remaining Program. As well, the Ranch Event Complex has become an entertainment hub to the northern Colorado area for a variety of indoor and outdoor local and international traveling events. The outdoor area is used for car shows, festivals, and concerts, while the Budweiser Events Center at the Ranch is an indoor, 7,200 seat venue that can host anything from rodeos, to concerts, to any sporting event such as basketball, and hockey; home to the Colorado Eagles of the American Hockey League.



Thompson School District (TSD) serves approximately 15,000 students from the area; Pre-K through 12<sup>th</sup> grade with 13 school-based preschool programs, a dedicated preschool building, one K-8 building, 18 elementary schools, five middle, five high schools, two charter schools, and one career campus. Loveland is conveniently located in a triangle of continuing education opportunities at three nearby universities: University of Colorado, University of Northern Colorado, and Colorado State University.



## THE CITY

The City of Loveland operates as a home rule city according to a city charter and ordinances, under a council-manager form of government. The Council has a total of nine members. Each of four city wards elects two councilors to serve staggered four-year terms. The mayor is elected at large to serve a two-year term. The mayor pro-tem is chosen by the Council from its membership.

The City's 2022 Budget authorizes a total of 820.66 regular, benefitted Full-time Equivalent Positions (FTEs) within the Total City Budget. In addition to this, there are 123.40 FTEs that the City contributes funding toward for Other Entities (Loveland Fire Rescue Authority (114.40 FTEs), Loveland/Larimer Building Authority (1.0 FTEs), and the Northern Regional Colorado Airport (8.00 FTEs). In addition, a varying number of non-benefitted positions are employed on a temporary and seasonal basis as needed. The total city budget expenditures for 2022 is \$388,393,692.

Departments of City include Finance, Human Resources, Economic Development, Parks and Recreation, Library, Cultural Services, Development Services, Water and Power, Public Works, Airport, City Attorney's Office, Municipal Court, City Clerk, Office of Communication and Engagement, and the Community Partnership Office.

## THE POLICE DEPARTMENT

The City of Loveland Police Department is a CALEA accredited police department comprised of four division which include Administration, Operations, Special Operations, and a Support Services Division. The Department operates on a 2022 budget of \$27,658,905 with 171.1 FTEs, of which 115 are Sworn. The current staff includes three chiefs, one deputy chief and two assistant chiefs.

The Administration Division directs the overall operations of the Police Department through the Office of the Chief of Police, Deputy Chief, and Assistant Chiefs. This division also includes the Professional Standards Unit (PSU).

The Operations Division primarily houses the uniform patrol officers and addresses response to calls for service from citizens, as well as officer-initiated proactive enforcement activities. Operations personnel provide visible patrols on foot, bicycle, and patrol vehicles throughout the City. The Operations Division also oversees SWAT, Traffic, the Bomb Squad, K-9, and the Field Training Officer (FTO) program.

The Special Operations division reports to the Deputy Chief of Police and is responsible for Recruiting, Training, and the Firearms Unit. Special Operations also conducts staff inspections and completes special projects.

The Support Services Division houses personnel including Criminal Investigations, Special Investigations Unit, Forensic Services (Property and Evidence), Communications, and Records. Additional Services provided by the department include Community Education/Safety which includes the Citizen Academy and Youth Cadets Program; a School Resource Unit/Program, and a Victims Assistance Program.

The Department answered 44,402 911 calls in 2021, averaging 3,700 per month. The Loveland Emergency Communications Center (LECC) is the Public Safety Answering Point (PSAP) for 911, covering over 260 square miles of southern Larimer County. LECC Communications Specialists answer both emergency calls and non-emergency calls. The Center is dispatching for Loveland Police Department, Loveland Fire and Rescue, Loveland Rural Fire, Big Thompson Canyon Fire, Thompson Valley EMS and the Berthoud Fire Protection District.

Currently, LECC employs one Manager, three Supervisors, one Lead Communications Specialist, and 19 Communication Specialists. The Communications Center utilizes the Tri-Tech computer aided dispatch system (CAD). In 2007 the Loveland Emergency Communications Center became one of 82 dispatch centers in the world to become accredited in Emergency Medical Dispatching (EMD). An average of 110 calls are listened to and evaluated each month to ensure that our EMD's maintain high standards.

## THE POSITION

Under the direction of the City Manager, the Police Chief leads, builds, and maintains trust with the organization and community, while directing and leading all Police Department operations and activities in order to maximize effective and efficient service delivery to the community of Loveland. It is the duty of the Police Chief to plan, organize, coordinate, and supervise the operations and administrative personnel within the Loveland Police Department, and consistently communicate to the region, community, and staff to keep them apprised of developments and expectations relating to all elements of Departmental functions. Other responsibilities include the coordination and collaboration with internal and external stakeholders to lead and support police partnerships throughout the organization, region and community including under-served, vulnerable populations. This position will establish strategic and annual internal and external goals for all police work units by soliciting input from various internal and external sources directed toward determining overall needs of community and Department.

The Police Chief must have exceptional leadership and communication skills with an emphasis on community relations and internal team building. The selected Police Chief must have knowledge of police department operations and management, as well as public administration, the ability to speak and write effectively to complete required reports, projects, and forms, including council and community presentations, and have knowledge of Colorado Law specific to use of force and SB20-217.

For a full job description and to view all of the essential functions and responsibilities of this position, please view the attachment found [here](#).

## OPPORTUNITIES & CHALLENGES

**National Controversies and an Independent Organizational Assessment:** In June of 2020, the arrest of a senior citizen who was suffering from dementia, garnered national attention regarding inappropriate use of force. The incident and subsequent public outcry resulted in the city hiring the firm of Jenson Hughes to conduct an independent organizational assessment of the Loveland Police Department. While this assessment suggested that the department has many areas where it functions well, there are areas that require serious attention. The incoming Police Chief must have a full understanding of the current issues surrounding the Department, as well as the numerous recommendations outlined in the Jenson Huges report, which can be found [here](#). The report reflected that residents feel that trust and confidence can be restored and improved if the Department addressed the concerns and observations noted.

**Senate Bill 20:217:** It is imperative that the incoming Police Chief is knowledgeable of and understands SB20:217; the Colorado "Enhancing Law Enforcement Integrity" Bill that was adopted by the Colorado General Assembly in June of 2020. This bill provides sweeping changes in law enforcement, including the enforced use of body-worn cameras, limits on qualified immunity, use of force issues, and reporting of officer misconduct.

**Funding and Expanding Policing Services:** There is strong support within Loveland to fully fund the Police Department to expand police presence and services in the downtown core and surrounding neighborhoods, expand mental health services and training to respond and engage with people in crisis in an effective and safe manner, implement additional training in de-escalation techniques to promote a community policing approach. This may require the Department to find new and creative partnerships to provide support for police and social needs. Residents have also recommended creating opportunities for BIPOC members to meet and engage with Department members in a non-enforcement manner to discuss how to improve police encounters. Suggestions include creating programs to engage with the community through community events and working with youth organizations and underserved and diverse communities on a personal level to establish a positive image of the Department among all residents of Loveland.

**Data-Driven Policing:** The Department has focused on the Data-Driven Approaches to Crime and Traffic Safety Program (DDACTS) which has not fully captured community policing efforts and has impacted the officers' ability to engage in other proactive activities, such as engaging with the community in a positive manner and working with citizens on solving recurring issues and building positive relationships. An innovative modification of this model that addresses these concerns will be needed.

**Communication and Transparency:** Improving communication both internally and with external professional and community partners will be a priority for the incoming Chief. Citizens are actively looking towards the department to implement plans to improve transparency of operations and timely communication through a variety of mediums to ensure citizens of all ages and backgrounds are informed of how the Department is operating and improving. In addition, the next Chief will need to reach out to other allied agencies to further enhance professional relationships.

## THE IDEAL CANDIDATE

### Education, Experience, and Residency:

A bachelor's degree from an accredited college or university in criminal justice, law enforcement, public administration, or a related discipline, and ten (10) years of progressively responsible experience in law enforcement positions including three (3) years of successful experience as Chief and/or top-level management tier positions in law enforcement required (five years preferred), and a high-level of community interaction is required. Candidates must be state certified or eligible to become state certified by the Colorado POST board upon appointment, and have possession of, or the ability to obtain, a valid Colorado driver's license. A graduate degree, advanced training such as FBI National Academy, Southern Police Institute or equivalent training programs, and municipal law enforcement experience is preferred.

All Department personnel issued a take-home police vehicle, such as the Police Chief, are required to live within a 22-mile radius from I-25 and E. Eisenhower Blvd. Newly hired employees have up to 12 months from date of hire to establish residency within the 22-mile radius.

To view the 22-mile radius, please click [here](#).

### Necessary Knowledge, Skills, and Abilities:

- Strong decisive leadership and effective communication skills.
- Extensive experience as a Chief or top-level management tier of a municipal police agency.
- A collaborative style of management.
- Strong people skills, a humanitarian, and a willingness to get out in the community, maintaining a strong visible presence.
- A commitment to a full work week and a focus on Loveland policing local issues.
- Excellent political acumen, with the ability to remain apolitical.
- Well-rounded in both operational and administrative aspects of policing.
- The ability to listen and accept alternative ideas and points of view.
- The ability to hold members of the department accountable at all levels, including self-accountability.
- Strong unification skills.
- Strong strategic planning experience.
- Understanding the importance of transparency.
- Proven ability to embrace diversity reflective of the community.
- Policing ideas that address the needs of the underrepresented and disadvantaged in the community.
- A commitment to the professional development of department employees, and to mental health/social work/police partnerships.
- An openness to alternative approaches to traditional enforcement within the local schools.
- Understanding of restorative justice principles.
- Experience with a Public Safety Answering Point (PSAP/Dispatch Center).
- An understanding of hiring and retention best practices.
- Strong understanding of Colorado rules governing use-of-force.
- Technical skills and abilities to operate MS Office Suite and police technology system and equipment.



## COMPENSATION & BENEFITS

- **\$141,800 - \$226,800 DOQ**
- Medical, Dental, Vision, Hearing, and Prescription Insurance.
- Basic and Supplemental Life Insurance.
- Voluntary Accident & Critical Illness insurance.
- Voluntary Accident Coverage.
- Wellness Center dedicated for Employees and Dependents with no out of pocket cost.
- Employee Health, Wellness & Financial Program.
- Flexible Spending Accounts.
- FMLA.
- Short- and Long-Term Disability Insurance.
- Medical Leave.
- 15 Days of Vacation accrued annually and increases with length of service.
- 9 Paid Holidays, plus 3 Floating Holidays.
- Jury Duty Leave.
- Bereavement Leave.
- Military Leave.
- Volunteer Time.
- Employee Assistance Program.
- 401(a) Money Purchase Plan.
- 457 Deferred Compensation/Roth.
- 529 College Savings Program.
- Relocation Expense Reimbursement/Sign-on Bonus up to \$20,000.

For more information on the City of Loveland and the Loveland Police Department, please visit:

[www.lovgov.org](http://www.lovgov.org)

[www.lovgov.org/services/police](http://www.lovgov.org/services/police)



For detailed benefits information please see the City of Loveland's [2022 Benefits Guide](#).

The City of Loveland is an Equal Opportunity Employer. All qualified candidates are strongly encouraged to apply by **September 4, 2022** (first review, open until filled). Applications, supplemental questions, resumes, and cover letters will only be accepted electronically, and can be uploaded once logged in. **To apply:** go to [www.prothman.com](http://www.prothman.com), click on "Open Recruitments" select "City of Loveland, CO – Police Chief" and click "Apply Online" or click [here](#).

[www.prothman.com](http://www.prothman.com)

371 NE Gilman Blvd., Ste 310  
Issaquah, WA 98027  
206.368.0050



## EXAMPLE OF INVITE LETTER



## POLICE CHIEF

**\$162,720 - \$196,884**

First Review:  
**February 6, 2022**  
(Open Until Filled)

Apply at [www.prothman.com](http://www.prothman.com)

Dear Colleague,

Prothman is currently recruiting for the **Police Chief** position for the **City of Bellingham, Washington**. We invite you to review the position details on the back page, and if you find that this position is not right for you, we kindly ask that you please pass this on to other public safety, police professionals who may be ready for this next step in their career.

Thank you for your consideration and help!

The Prothman Company

**PROTHMAN**



## BELLINGHAM, WASHINGTON



The City of Bellingham is among the most livable, vibrant communities in the country. Located in the northwest corner of the United States, Bellingham is centered just 90 miles north of Seattle and 60 miles south of Vancouver, B.C. The city consists of 25.5 square miles and has a population of over 90,000. With Puget Sound and the San Juan Islands to the west, snowcapped Mt. Baker and the Cascade Mountains to the east, and the surrounding area dotted with lakes, Bellingham is a breathtakingly beautiful place to live and work. Residents can ski the slopes of Mt. Baker and sail Bellingham Bay on the same day, explore miles of hiking and bike trails, or stay in town and enjoy a vibrant arts scene, unique shops and restaurants, and community-wide emphasis on locally produced food and other products.

The community proudly supports an active and innovative arts culture with numerous museums, art galleries, and a rich variety of musical and theatrical performing arts. The Mount Baker Theatre hosts more than 100 live performances each year. Bellingham's rich historic heritage has been well preserved, and historic districts now house specialty shops, bookstores, and fine dining. The area has a wide variety of desirable neighborhoods and housing styles, from regal Victorians to waterfront hideaways, country farmhouses, condominiums and thoughtfully planned new developments. Bellingham is among the fastest growing metropolitan areas in the country, and the town and surrounding wilderness make it a distinctly livable city. Bellingham is the recipient of a long list of awards, including many designations as a "best place" for livability and outdoor adventures and recognition for leadership in sustainability.



## THE CITY, DEPARTMENT, & POSITION

The City of Bellingham has a non-partisan Mayor-Council form of government with seven Council positions. Six are elected by ward and serve four-year terms, and one at-large position serves a two-year term. The City has \$780 million in planned expenditures for the 2021/2022 biennium and nearly 1,000 employees; many of whom are represented by nine collective bargaining units and a civil service system.

The Police Department consists of 188.4 FTEs, including 122 commissioned officers and 66.4 civilian personnel, and operates on a departmental budget of \$70.4 million for the 2021-2022 biennium. The department is currently accredited by WASPC and is comprised of two divisions, each commanded by a Deputy Chief. The department enjoys a supportive, collaborative relationship with city council members and other city departments. The leadership team is progressive, with the executive team comprised of the department's Chief, Deputy Chiefs, Lieutenants, What-Comm Dispatch Deputy Director, Records Manager, Legal Advisor and Administrative Coordinator. In 2021 the department responded to more than 71,656 calls for service.

Reporting directly to the mayor, the Police Chief actively provides leadership, direction, and general administrative oversight to the Police Department and employees responsible for police protection and law enforcement services within the jurisdictional boundaries of Bellingham, for the operation of the county-wide public safety emergency dispatch center, and for cooperative relationships and initiatives with regional law enforcement agencies. This position involves significant community engagement and public involvement with elected officials, law enforcement agencies and institutions, residents, neighborhood groups, and other governmental entities. As a member of the City's senior management team, the Police Chief collaborates with the Executive Department, City Council, and other city departments on strategy and policy to ensure that the City's mission and core values are incorporated into operational activities and services.

**Please visit [www.prothman.com](http://www.prothman.com) to review the full position profile & compensation package.**

Also visit the **Prothman Job Board** at [prothman-jobboard.com](http://prothman-jobboard.com) for this and other great opportunities!

**NEW BUSINESS: Pacific Office Automation Copier Lease Agreement****ITEM 13H****FROM: Lindsay Chambers, Interim Finance Director**

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**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_ authorizing the Interim City Manager to execute a sixty (60) month lease and maintenance agreement with Pacific Office Automation (POA) to provide copiers and ongoing maintenance for City Hall, Court, Parks and Recreation and Public Works.

---

**PROPOSAL:** Council is being asked to authorize the Interim City Manager to execute a sixty (60) month lease and maintenance agreement with POA for four copiers, one each at City Hall, Court, Parks and Recreation and Public Works.

**FISCAL IMPACT:** The monthly lease expenditure for the four copiers will be \$499.18 plus tax. This is slightly lower than the previous contract rate. The actual monthly amount for maintenance is assessed based on the number of images produced each month. Under the new agreement the cost of printing a Color image is 0.0500 cents per page for the City Hall, Parks and Recreation, and Public Works copiers. The cost of printing a B/W image is 0.0070 cents per page for City Hall, 0.0075 for Parks and Recreation and Public Works, and .0080 for Court.

**ADVANTAGES:** The proposed copiers at all buildings will replace the current machines that are expiring with newer, comparable models. These machines offer the same productivity and capabilities at a slightly lower cost for usage. One important addition will be the ability to scan items in multiple PDF formats, including PDF/A. This is recommended by the Secretary of State as best practice for electronic document management. The maintenance agreement will include on-call emergency services, as well as regular, preventive maintenance. It will also include all supplies required by the machines other than paper.

**DISADVANTAGES:** None noted.

**ALTERNATIVES:** The City can continue to use the current copiers on a month-to-month basis at the current rates or replace them with another mix of monochrome and color copiers.

**HISTORY:** The City entered into a 60 month lease agreement for its current City Hall, Public Works, Recreation and Court copier in November of 2017. The lease expired November 30, 2022 and we are now on a month-to-month agreement with the same pricing.

**ATTACHMENT(S):** [Resolution](#)  
[Pacific Office Automation Image Management Contract](#)

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A SIXTY (60) MONTH LEASE AND MAINTENANCE AGREEMENT WITH PACIFIC OFFICE AUTOMATION TO PROVIDE COPIERS AND MAINTENANCE SERVICES FOR CITY HALL, COURT, PARKS AND RECREATION, AND PUBLIC WORKS.**

**WHEREAS**, the City of Fircrest has needs for copy machines and maintenance services; and

**WHEREAS**, Pacific Office Automation has the required equipment, experience, and expertise to provide such services;

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

**Section 1.** The Interim City Manager is hereby authorized and directed to execute the agreement with Pacific Office Automation to provide a copier and maintenance agreement for copiers at the City Hall, Court, Parks and Recreation, and Public Works offices.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON**, at a regular meeting thereof this 13th day of December, 2022.

APPROVED

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

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney





# Image Management Contract

No. \_\_\_\_\_

**SOLD TO:**

City of Fircrest  
**CUSTOMER NAME**  
 115 Ramsdell Street  
**BILLING ADDRESS**  
 Fircrest WA 98466  
**CITY STATE ZIP**  
 ( 253 ) 564-8901  
**TELEPHONE**  
 Colleen Corcoran  
**ATTENTION**

**SHIP TO:**

Same  
**CUSTOMER NAME**  
**SHIPPING ADDRESS**  
**CITY STATE ZIP**  
 ( )  
**TELEPHONE**  
 Lindsay Chambers  
**KEY OPERATOR**

ORDER DATE		PO#		ORDERED BY		SOLD BY	
12/1/2022				Colleen Corcoran		Shelby Washington	
QTY	ITEM	TYPE	DESCRIPTION			UNIT PRICE	TOTAL
1		New	Canon imageRUNNER ADVANCE DX C5850i - City Hall Hole-Punch, 2 Paper Drawers, External Stapler, Paper Deck Unit and Fax				\$184.78
2		New	Canon imageRUNNER ADVANCE DX C3835i - Parks & Recreation 2 Paper Drawers, Inner Hole-Punch, Inner Finisher and Fax				\$115.97
1		New	Canon imageRUNNER ADVANCE DX C3835i - Public Works Inner Hole-Punch, Inner Finisher, Cabinet and Fax				\$103.59
1		New	Canon imageRUNNER ADVANCE DX 4835i - Courts 2 Paper Drawers, Inner Hole-Punch, Inner Finisher and Fax				\$94.84
1			Includes delivery, installation, networking, training and all setup				
Minimum Monthly Payment (plus applicable taxes) \$ 499.18 Term 60 Months						Device Management	Included
Service/Supply Commitment	Models	Monthly Minimum Number of Images	Excess Per Image Charge	Excess Billing Cycle		Automated Meter Reading	Included
B/W	DX C5850i	0	\$.007	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual		Auto Toner Replenishment	Included
B/W	DX C3835i (2)	0	\$.0075			Advanced Scanning	
B/W	DX 4835i	0	\$.008			Security	
Color	DX C5850i & C3835i(2)	0	\$.05			MFP Network Support	
						Power Filter	
CONDITIONS OF SALE, CONTINGENCIES OR COMMENTS						Delivery	Included
POA to provide customized billing options and will itemize each machine / service cost							
No Annual Increases on Monthly Payment or CPC Rates						Subtotal	
Service includes all parts, toner, labor, maintenance, and supplies except paper/staples						Sales Tax	
All terms and conditions of the NASPO Contract #140595: WA Participating State #06619 Contract to apply							
and supersede						Total	

**Customer Authorization**

**Approved by Pacific Office Automation**

SIGNATURE

BY

TITLE

DATE

TITLE

DATE

**NEW BUSINESS:**        **2023 South Sound Housing Affordability Partners Appointment**  
**ITEM: 13I**

**FROM:**                **Colleen Corcoran, Interim City Manager**

---

**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_, appointing Councilmember Hunter George as representative to South Sound Housing Affordability Partners, and further appointing \_\_\_\_\_ as alternate representative to South Sound Housing Affordability Partners.

---

**PROPOSAL:** The Council is being asked to adopt a resolution appointing Councilmember Hunter George to South Sound Housing Affordability Partners (SSHAP), and further appointing Councilmember \_\_\_\_\_ as an alternate representative. Should the Council make these appointments, the representative will have voting authority beginning January 1, 2023, and expiring December 31, 2023.

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

**ADVANTAGE:** Participation with other agencies to foster housing affordability and stability in Pierce County including within Fircrest.

**DISADVANTAGES:** None identified.

**ALTERNATIVE:** Not participate in the organization.

**HISTORY:** The Fircrest City Council joined SSHAP on September 28, 2021.

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

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, APPOINTING COUNCILMEMBER  
HUNTER GEORGE AS REPRESENTATIVE TO SOUTH SOUND  
HOUSING AFFORDABILITY PARTNERS, AND FURTHER  
APPOINTING COUNCILMEMBER \_\_\_\_\_ AS  
ALTERNATE REPRESENTATIVE TO SOUTH SOUND HOUSING  
AFFORDABILITY PARTNERS.**

**WHEREAS**, the City of Fircrest has been a participating member of South Sound  
Housing Affordability Partners since 2021; and

**WHEREAS**, an appointment needs to be made for a representative and alternate  
representative to South Sound Housing Affordability Partners for the year 2023.

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

**Section 1:** Councilmember Hunter George is hereby appointed as the City of Fircrest  
representative to South Sound Housing Affordability Partners for a one-year term,  
commencing January 1, 2023, and expiring December 31, 2023.

**Section 2:** Councilmember \_\_\_\_\_ is hereby appointed as the City of  
Fircrest alternate representative to South Sound Housing Affordability Partners for a  
one-year term, commencing January 1, 2023, and expiring December 31, 2023.

**APPROVED AND ADOPTED, this 13<sup>th</sup> day of December 2022.**

APPROVED:

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## FIRCREST CITY COUNCIL AGENDA SUMMARY

**NEW BUSINESS:** Resolution: 2023 Pierce Transit Board of Commissioners Appointment

**ITEM:** 13J

**DATE:** December 13, 2022

**FROM:** Colleen Corcoran, Interim City Manager

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**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_, appointing Councilmember Shannon Reynolds as representative to the Pierce Transit Board of Commissioners, and further appointing David Viafore as an alternative representative to Pierce Transit Board of Commissioners.

**PROPOSAL:** Council is being asked to adopt a resolution appointing Councilmember Shannon Reynolds, and further appointing Councilmember David Viafore as an alternate representative to the Pierce Transit Board of Commissioners. Should the Council make these appointments, the representative will have voting authority for two years beginning January 1, 2023, and expiring December 31, 2024.

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

**ADVANTAGE:** This appointment gives Fircrest voting rights for items pertaining to Pierce Transit and how they relate to our city and University Place.

**DISADVANTAGE:** None identified.

**ALTERNATIVES:** Not appoint a Fircrest Councilmember to the seat and let University Place Councilmember Keel remain as the appointee.

**HISTORY:** Prior to the July 22, 2020 Board Composition Review meeting, the City of Fircrest along with the cities of Auburn, Pacific, Gig Harbor, and the towns of Ruston and Steilacoom were represented by Nancy Henderson. Under the new board composition, the cities of University Place and Fircrest now share one seat to represent both cities. According to Pierce Transit Code Section 2.02.010, Pierce Transit Board members shall serve three-year terms. It was mutually agreed through a Memorandum of Understanding that Councilmember Kent Keel would represent Fircrest for the first two years and thereafter the seats would rotate every two years.

**Attachment(s):** [Resolution](#)





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ATTEST:

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

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APPROVED AS TO FORM:

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City Attorney

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**NEW BUSINESS:**        **2023 Pierce County Regional Council Appointment  
ITEM 13K**

**FROM:**                    **Colleen Corcoran, Interim City Manager**

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**RECOMMENDED MOTION: I move to adopt Resolution No. \_\_\_\_\_, appointing Councilmember Shannon Reynolds as t h e representative to the Pierce County Regional Council, and further appointing Councilmember Nikki Bufford as an alternate representative to the Pierce County Regional Council.**

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**PROPOSAL:** The Council is being asked to appoint a councilmember as the Fircrest representative and the alternate to the Pierce County Regional Council. Should the Council make these appointments, the representative will have voting authority beginning January 1, 2023.

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

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

**DISADVANTAGES:** None identified.

**ALTERNATIVES:** Not to participate in the organization.

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

**ATTACHMENT:** [Resolution](#)



**NEW BUSINESS: Motion to Authorize the Interim City Manager to execute a Memorandum of Understanding with the Fircrest Police Guild for Signing Bonus Incentive Pay**

**ITEM 13L**

**FROM: Colleen Corcoran, Interim City Manager**

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**RECOMMENDED MOTION: I move to authorize the Interim City Manager to execute the Memorandum of Understanding by and between the City of Fircrest and the Fircrest Police Guild for Signing Bonus Incentive Pay.**

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**PROPOSAL:** To authorize the Interim City Manager to execute a memorandum of understanding (MOU) with the Fircrest Police Guild for signing bonus incentive pay.

**HISTORY:** The Council requested staff to develop an MOU with the Fircrest Police Guild for signing bonus incentive pay on October 8, 2022. Staff worked with the Fircrest Police Guild who agreed to the terms. Council held an executive session on November 22, 2022, and agreed to the terms and for staff to prepare the MOU for approval at the December 13, 2022, Council meeting. The City Attorney has reviewed, and the Police Guild has accepted the terms of the MOU.

**ADVANTAGE:** The demand for Police Officers is increasing while the supply of qualified officers is decreasing. Several surrounding police entities are offering signing bonuses for new officers making it harder to recruit new officers. In order to maintain our police force, we need to be competitive.

**FISCAL IMPACT:** Incentive signing bonuses are \$10,000 for each newly commissioned officer hired between December 14, 2022, through December 31, 2023, in exchange for a three-year retention commitment. ARPA funding will be used for this expense. A budget amendment may be necessary for 2023 depending on the number of new officers hired.

**RECOMMENDATION:** Staff recommends authorizing the Interim City Manager to execute the MOU with the Fircrest Police Guild.

**ATTACHMENTS:** [MOU-Signing Bonus Incentive Pay](#)  
[Fircrest Police Signing Bonus Agreement](#)

**MEMORANDUM OF UNDERSTANDING**  
**By and Between**  
**CITY OF FIRCREST**  
**And**  
**FIRCREST POLICE GUILD**

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RE:     Signing Bonus Incentive Pay

This Memorandum of Understanding (MOU) sets forth the agreement between the parties related to Signing Bonus Incentive Pay.

WHEREAS, the City of Fircrest Police Department, along with police departments throughout the nation, is experiencing a shortage of officers; and

WHEREAS, hiring officers to replace those that are leaving the City of Fircrest Police Department takes six (6) months to a year before newly employed officers are actively working for the City; and

WHEREAS, a signing bonus incentive will help attract available new officers: and

WHEREAS, the City of Fircrest may use the money made available through the American Rescue Plan Act (ARPA) to fund signing bonus incentive pay; and

WHEREAS, financial incentives are being successfully used in other police departments;

NOW THEREFORE, the Fircrest Police Guild and the City of Fircrest (City) agree as follows:

1. Signing Bonus Incentive Pay is available to all newly commissioned officers in the bargaining unit
2. An employee who wishes to receive Signing Bonus Incentive Pay shall sign the City's Signing Bonus Incentive Pay Agreement and submit it to the City. The Signing Bonus Incentive Agreement provides that:
  - a. Employee shall remain with the City of Fircrest Police Department for three (3) calendar years from the date the Agreement is signed by the employee, Police Chief, and City Manager; and
  - b. The City, in exchange for the employee's three (3) years of retention with the City of Fircrest Police Department, shall pay to the employee the lump sum payment of \$10,000 less applicable taxes; and
  - c. If an employee voluntarily separates from employment with the City before the agreed three-year commitment expires, the employee shall repay \$10,000 to the City which shall be deducted from the final paycheck for the employee unless the employee has requested and been approved by the Police Chief and the City Manager for an alternate repayment plan not to exceed six (6) months from the date of termination of employment. Should the employee's final paycheck amount be insufficient to repay \$10,000, then the City shall work with the employee on a repayment plan in full not to exceed six (6) months from the date of termination of employment.
  - d. An Involuntary separation for an employee in good standing shall not require such repayment of \$10,000 for reasons such as disability, as approved by a physician's certificate or other



- cause beyond the control of the employee and shall be approved by the Police Chief and the City Manager; and
- e. Resignation in lieu of termination shall require the employee to repay \$10,000 which shall be deducted from the final paycheck for the employee. Should the employee's final paycheck amount be insufficient to repay \$10,000, then the City shall work with the employee on a repayment plan in full not to exceed six (6) months from the date of termination of employment.
3. The City shall allow new officers (participants) to enter into a Signing Bonus Incentive Agreement from the time of acceptance of this MOU by the Fircrest Police Guild through December 31, 2023.
  4. The Signing Bonus Incentive Agreement term is from the time of acceptance of this MOU by the Interim City Manager and the Fircrest Police Guild through December 31, 2023.

Signed on the date(s) set forth below each party's signature:

**CITY OF FIRCREST**

**FIRCREST POLICE GUILD**

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**COLLEEN CORCORAN**  
Interim City Manager

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**JOHN ROBERTS**  
Guild President

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Date

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Date



**FIRCREST CITY COUNCIL AGENDA SUMMARY**

**COUNCIL MEETING DATE:** December 13, 2022

**SUBJECT: 13M** Resolution Ruston Court Contract  
**Amendment**

**FROM:** Colleen Corcoran, Interim City Manager

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**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_, authorizing the Interim City Manager to execute Amendment #4 to the professional services agreement with Ruston Court to provide court services for 2023.

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**PROPOSAL:** The Council is being asked to authorize the Interim City Manager to execute the fourth amendment to the professional services agreement with Ruston Court to provide court services for 2023.

**FISCAL IMPACT:** Fircrest will invoice Ruston Court an annual amount of \$254,100. This is an additional \$12,100 for the year.

**ADVANTAGE:** This allows Fircrest Court to recoup costs incurred for administrating Ruston Court.

**DISADVANTAGES:** Added workload to Fircrest Court staff.

**ALTERNATIVES:** Not contract with Ruston Court.

**HISTORY:** The original contract with Ruston Court was on November 1, 2018. This is the fourth amendment extending the term through December 31, 2023, and increasing the annual fee to \$254,100.

**ATTACHMENTS:** [Resolution](#)  
[Contract Amendment #4](#)

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF FIRCREST, WASHINGTON, AUTHORIZING THE  
INTERIM CITY MANAGER TO EXECUTE AMENDMENT  
#4 TO THE AGREEMENT WITH RUSTON COURT TO  
PROVIDE COURT SERVICES.**

**WHEREAS**, the City of Fircrest has contracted with Ruston Court to provide court services; and

**WHEREAS**, the City of Fircrest desires to continue to provide such service.

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

**Section 1.** The Interim City Manager is hereby authorized and directed to execute Amendment #4 to the agreement with Ruston Court to extend the term of the agreement through December 31, 2023, and to update the annual fee to \$254,100.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON**, at a regular meeting thereof this 13th day of December, 2022.

APPROVED:

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

AMENDMENT #4

TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF FIRCREST AND THE CITY OF RUSTON FOR THE PROVISION OF MUNICIPAL COURT, PROSECUTION AND PUBLIC DEFENDER SERVICES

This Amendment #4 hereby made and entered into this 14th day of December, 2022, by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as "Fircrest" and the City of Ruston, a Washington municipal corporation, hereafter referred to as "Ruston," to be effective January 1, 2023.

The parties hereby amend their existing Agreement as follows:

The purpose of this amendment is to amend the November 1, 2018 agreement. This amendment is limited to the amendments as set forth herein. All of the remaining terms and conditions of the November 1, 2018 agreement as amended shall remain in full force and effect. The amendments are as follows:

1. Section H. Term is hereby amended to read as follows: The initial term of this Agreement is November 1, 2018, through December 31, 2019, with the parties consulting on a regular basis to establish whether amendments are needed to achieve the best results possible for both parties. Without such notice by October 1st of each year, the Agreement will automatically renew as is for the following fiscal year. The term of this Agreement shall be extended to be in effect from January 1, 2023, to December 31, 2023, and may be extended or modified by mutual consent of the parties.

2. Subsection 1 of Section D. Financial Provisions is hereby amended to read as follows: In the event that Ruston appoints Fircrest's judge as judge of the Ruston Municipal Court, Ruston shall pay to Fircrest an annual fee of \$254,100. The annual fee shall be determined based on the cost of the Fircrest Municipal Court and includes factors such as the cost of the court system and administrative costs associated with running the court. The fee will be reviewed and adjusted on an annual basis. Ruston shall be notified of the changes to the calculation of court costs and administrative costs. This fee shall be invoiced and paid monthly.

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

Colleen Corcoran, Interim City Manager

Dated: \_\_\_\_\_

Attest:

Jayne Westman, City Clerk

Approved As To Form:

City Attorney

CITY OF RUSTON

Bruce Hopkins, Mayor

Dated: 12-6-2022

Attest:

Gray Beams, City Clerk

Approved As To Form:

Jennifer S. Robertson, City Attorney