FIRCREST CITY COUNCIL REGULAR MEETING AGENDA

TUESDAY, JULY 08, 2025 7:00 P.M.

COUNCIL CHAMBERS FIRCREST CITY HALL, 115 RAMSDELL STREET

1. CALL TO ORDER

- 2. PLEDGE OF ALLEGIANCE
- 3. ROLL CALL

4. PRESIDING OFFICER'S REPORT

A. Legislative Update – Representative Leavitt

B. Police Chief Celis Swearing In & Pinning

5. CITY MANAGER COMMENTS

6. DEPARTMENT HEAD COMMENTS

7. COUNCILMEMBER COMMENTS

8. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA (If you would like to make a public comment, you may speak at the appropriate time using the raise your hand feature or by pressing *9 on your phone.)

9. COMMITTEE, COMMISSION & LIAISON REPORTS

- A. Administration
- B. Built Environment, Planning, and Building
- C. Finance and Information Technology
- D. Other Reports Centennial Committee

10. CONSENT CALENDAR

A. Approval of vouchers/	payroll checks	2
B. Office Boutique Liquo	r License Renewal	18
Kiwanis of Clover Parl	Special Occasion Liquor License Application	19
There were no objection	s registered for the approval of these liquor licenses.	
C. Approval of Minutes:	June 16, 2025, Study Session	21
	June 24, 2025, Regular Meeting	22

11. PUBLIC HEARING

12. UNFINISHED BUSINESS

13. NEW BUSINESS

A. Resolution: The Humane Society for Tacoma-Pierce County Contract	26
B. <u>Resolution: Approval of Agreement between City of Fircrest and Teamsters Local 117</u>	49
C. Resolution: Memorandum of Understanding - Teamsters 117 Ratification Bonus	74

14. CALL FOR FINAL COMMENTS

15. EXECUTIVE SESSION

16. ADJOURNMENT

Join the Meeting by Zoom: Dial-in Information: 1-253-215-8782 Webinar ID: 893 2632 0657 Password: 848037

Pg.#

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Accts Pay # Received Date Due	Vendor	Amount	Memo
35394 06/26/202507/08/20257725	Alpha Pyrotechnics Inc.	7,500.00	Fun Days Fireworks Display
573 90 49 01 Community Events	001 000 573 General Fund	7,500.00	Fun Days Fireworks Display
35351 06/20/202507/08/202510562	Amazon Capital Services	33.01	Logitech K270 Wireless Keyboard - A Burkhart
513 10 31 00 Office & Oper Sup - Admin	001 000 513 General Fund	33.01	Logitech K270 Wireless Keyboard - A Burkhart
35463 07/01/202507/08/20253719	American Public Work Assn	689.00	Annual Dues APWA 09/01/25 - 8/31/26
531 50 49 05 Dues/Member/Subscriptions 534 10 49 03 Dues/Member/Subscriptions 535 10 49 02 Dues/Member/Subscriptions 542 30 49 03 Dues/Member/Subscriptions	415 000 531 Storm Drain 425 000 534 Water Fund (der 430 000 535 Sewer Fund (der 101 000 542 City Street Fund	172.25 172.25	Annual Dues APWA 09/01/25 - 8/31/26 Annual Dues APWA 09/01/25 - 8/31/26 Annual Dues APWA 09/01/25 - 8/31/26 Annual Dues APWA 09/01/25 - 8/31/26
35467 07/01/202507/08/20253933	Asphalt Patch Systems, Inc.	13,400.00	Major Street Patch on 200 Block of Columbia Ave
595 32 63 01 Street Improvements	101 000 594 City Street Fund	13,400.00	Major Street Patch on 200 Block of Columbia Ave
35391 06/26/202507/08/20257201	Audio Innovations	1,000.00	Sound & MC Duties for Derby Days
573 90 49 01 Community Events	001 000 573 General Fund	1,000.00	Sound & MC Duties for Derby Days
35395 06/26/202507/08/20257201	Audio Innovations	1,300.00	Sound For Fircrest Fun Days & Centennial Parade
573 90 49 01 Community Events	001 000 573 General Fund	1,300.00	Sound For Fircrest Fun Days & Centennial Parade
35434 06/30/202507/08/20257201	Audio Innovations	400.00	Sound for 2025 Car Show
573 90 49 01 Community Events	001 000 573 General Fund	400.00	Sound for 2025 Car Show
	Total Audio Innovations	2,700.00	
35442 06/30/202507/08/20251090	Avila, John Paul	78.00	Library Reimbursement - 1 Year
572 21 49 00 Library Services	001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
35360 06/20/202507/08/202511087	Berry, Wendy Anneke	225.00	Pro Temp Judge - 06/20/25 - RMC
512 51 41 02 Prof Srvs - Pro Temp Judges	001 000 512 General Fund	225.00	Pro Temp Judge - 06/20/25 - RMC
35366 06/23/202507/08/20254278	Budget Batteries Inc	463.09	#54557D - 2006 Sterling Acterra Dump Truck- Batteries (Qty 3)
548 65 48 12 O & M - Street	501 000 548 Equipment Rent	463.09	#54557D - 2006 Sterling Acterra Dump Truck- Batteries (Qty 3)
35440 06/30/202507/08/20259925	Bufford, Nicole L	75.00	Security Deposit Refund - Bufford, 06/20/25

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·	Deposit Refunds	001 000 580 General Fund		Security Deposit Refund - Bufford, 06/20/25
35446 06/30/2025	· · · · · · · · · · · · · · · · · · ·	Canon Financial Services Inc		Police Copier/Fax Rental - June 2025
521 22 45 00	D Oper Rentals - Copier - Polic 2 Lease Payments - Police	001 000 521 General Fund 001 000 591 General Fund	17.85	Police Copier/Fax Tax - June 2025 Police Copier/Fax Rental - June 2025
35397 06/26/2025	07/08/20254288	Carnival Time	661.80	Fun Days Photo Booth
573 90 49 02	1 Community Events	001 000 573 General Fund	661.80	Fun Days Photo Booth
35365 06/20/2025	507/08/20254294	Center Electric Inc	168.76	Princeton Liftstation: Install Impeller #2 & Test Run
594 35 63 01	1 Other Improvements - Sewe	432 000 594 Sewer Improvem	168.76	Princeton Liftstation: Install Impeller #2 & Test Run
35349 06/20/2025	507/08/20254315	Cities Insurance Assoc of WA	1,000.00	Insurance Deductible - 4/17/25 - Dosa*C3154
518 30 46 01	1 Insurance Deductible - Gene	001 000 518 General Fund	1,000.00	Insurance Deductible - 4/17/25 - Dosa*C3154
35492 07/02/2025	07/08/20258188	Comcast Business Communications LLC	462.37	Internet Access Fee - July 2025
518 81 42 00	0 Communication/Internet - I/	001 000 518 General Fund	462.37	Internet Access Fee - July 2025
35466 07/01/2025	07/08/20258542	Consolidated Supply Co.	1,252.69	Meter Boxes (Qty 6)
534 80 31 02	2 Oper Supplies - Water Gen (425 000 534 Water Fund (der	1,252.69	Meter Boxes (Qty 6)
35344 06/20/2025	507/08/20253573	Copiers Northwest Inc	31.62	Copier Usage 05/01/25-05/31/25
521 22 45 00	0 Oper Rentals - Copier - Polic	001 000 521 General Fund	31.62	Copier Usage 05/01/25-05/31/25
35345 06/20/2025	507/08/20253573	Copiers Northwest Inc	40.71	Printer Usage 04/28/25-05/28/25
521 22 45 00	0 Oper Rentals - Copier - Polic	001 000 521 General Fund	40.71	Printer Usage 04/28/25-05/28/25
		Total Copiers Northwest Inc	72.33	
35364 06/20/2025	507/08/20253589	Databar Inc	2,497.00	Town Topics - Statement Production - June 2025, Postage, Town Topics, Annual Water Quality Report (2024), Aquatic Center Swimming Pool/Happy Birthday Fircrest
531 50 42 01 531 50 49 06	1 Town Topics/Citizen Commu 1 Postage - Storm 6 Mailing Service - Storm 1 Postage - Water Admin	001 000 518 General Fund 415 000 531 Storm Drain 415 000 531 Storm Drain 425 000 534 Water Fund (der	343.46 400.14	June 2025 Town Topics Insert June 2025 UB Postage June 2025 UB Mailing Service June 2025 UB Postage

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534 10 49 06 Mailing Service - Water Adm 535 10 42 02 Postage - Sewer Admin 535 10 49 05 Mailing Service - Sewer Adm 542 80 31 04 Oper Supplies - Beautificatic	425 000 534 Water Fund (der 430 000 535 Sewer Fund (der 430 000 535 Sewer Fund (der 101 000 542 City Street Fund	343.46 400.14	June 2025 UB Mailing Service June 2025 UB Postage June 2025 UB Mailing Service June 2025 Annual Water Quality Report (2024), Aquatic Center Swimming Pool/Happy Birthday Fircrest
35457 06/30/202507/08/20253589	Databar Inc	165.15	Decal for Derby Car Launcher
573 90 49 02 Centennial Celebration	001 000 573 General Fund	165.15	Decal for Derby Car Launcher
35471 07/01/202507/08/20253589	Databar Inc	937.38	Composition Centennial Fundraising & Happy Birthday Fircrest Insert - April 2025
573 90 49 02 Centennial Celebration	001 000 573 General Fund	937.38	Composition Centennial Fundraising & Happy Birthday Fircrest Insert - April 2025
35472 07/01/202507/08/20253589	Databar Inc	1,503.92	Town Topics Newletter - February 2025
518 10 49 01 Town Topics/Citizen Commu	001 000 518 General Fund	1,503.92	Town Topics Newletter - February 2025
35473 07/01/202507/08/20253589	Databar Inc	821.79	Community Sponsorship Program - February 2025
542 80 31 04 Oper Supplies - Beautificatic	101 000 542 City Street Fund	821.79	Community Sponsorship Program - February 2025
35475 07/01/202507/08/20253589	Databar Inc	658.22	Town Topics Newsletter Mailing Service & Postage - June 2025
518 10 49 01 Town Topics/Citizen Commu 531 50 42 01 Postage - Storm 534 10 42 01 Postage - Water Admin 535 10 42 02 Postage - Sewer Admin	001 000 518 General Fund 415 000 531 Storm Drain 425 000 534 Water Fund (der 430 000 535 Sewer Fund (der	79.09 79.08	Town Topics Newsletter Mailing Service - June 2025 Town Topics Postage - June 2025 Town Topics Postage - June 2025 Town Topics Postage - June 2025
	Total Databar Inc	6,583.46	
35399 06/26/202507/08/202510473	Davey, Kaitlyn	650.00	Fun Days Performer - Kaitlyn Davey
573 90 49 01 Community Events	001 000 573 General Fund	650.00	Fun Days Performer - Kaitlyn Davey
35451 06/30/202507/08/20255253	Deskins, Jake	78.00	Library Reimbursement - 1 Year (Allison)
572 21 49 00 Library Services	001 000 572 General Fund	78.00	Library Reimbursement - 1 Year (Allison)
35478 07/01/202507/08/20258532	Dog Waste Depot	369.98	Dog Waste Bags (2 Cases)
576 80 31 02 Oper Supplies - Parks	001 000 576 General Fund	369.98	Dog Waste Bags (2 Cases)

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35350 06/20/202507/08/20253611	Drain-Pro Inc	2,145.52	Pump & Clean Alameda Liftstations; Dump Fees for Materials
535 10 48 00 Rep & Maint - Sewer Admin	430 000 535 Sewer Fund (der	2,145.52	Pump & Clean Alameda Liftstations; Dump Fees for Materials
35486 07/02/202507/08/202510263	Dunbar, Julieanna R	44.25	Gym Fees Reimbursement - May-June 2025
514 23 20 00 Personnel Benefits - Finance	001 000 514 General Fund	44.25	Gym Fees Reimbursement - May-June 2025
35398 06/26/202507/08/202511144	Durgin, Cary J.	675.00	Performer for Fun Days - Magician
573 90 49 01 Community Events	001 000 573 General Fund	675.00	Performer for Fun Days - Magician
35433 06/30/202507/08/202511151	Enjoy Productions, Inc	1,800.00	Fun Days Performer - Enjoy Productions
573 90 49 02 Centennial Celebration	001 000 573 General Fund	1,800.00	Fun Days Performer - Enjoy Productions
35358 06/20/202507/08/20254858	Ewing Irrigation Products Inc	173.96	Irrigation Supplies - Parks
576 80 31 02 Oper Supplies - Parks	001 000 576 General Fund	173.96	Irrigation Supplies - Parks
35460 06/30/202507/08/20254858	Ewing Irrigation Products Inc	230.35	Baseball Field Chalk
576 80 31 02 Oper Supplies - Parks	001 000 576 General Fund	230.35	Baseball Field Chalk
	Total Ewing Irrigation Products Inc	404.31	
35343 06/20/202507/08/20252519	Faranda, Lt Col Ray	25.64	05-02280.0 - 1033 BROADVIEW DR
343 10 00 00 Storm Drain Revenues 343 40 00 00 Sale Of Water 343 50 00 00 Sewer Revenues	415 000 340 Storm Drain 425 000 340 Water Fund (der 430 000 340 Sewer Fund (der	-7.09 -8.34 -10.21	
35363 06/20/202507/08/20253638	Fircrest Golf Club	1,408.12	Land Rental for Water Tank on Golf Course Property - July 2025
591 34 70 00 Lease Payments - Water Adr	425 000 591 Water Fund (der	1,408.12	Land Rental for Water Tank on Golf Course Property - July 2025
35452 06/30/202507/08/202510618	First Responder Outfitters, Inc.	33.09	Uniform Alterations - C Thompson
521 22 49 01 Uniforms/Clothing/Laundry	001 000 521 General Fund	33.09	Uniform Alterations - C Thompson
35453 06/30/202507/08/202510618	First Responder Outfitters, Inc.	33.08	Uniform Alterations - C Thompson
521 22 49 01 Uniforms/Clothing/Laundry	001 000 521 General Fund	33.08	Uniform Alterations - C Thompson
35455 06/30/202507/08/202510618	First Responder Outfitters, Inc.	140.06	Uniform Alterations - Sgt Villamor

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343 10 00 00 Storm Drain Revenues

343 40 00 00 Sale Of Water

35393 06/26/202507/08/202510499

343 50 00 00 Sewer Revenues

573 90 49 01 Community Events

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521 22 49 01 Uniforms/Clothing/Laundry	001 000 521 General Fund	140.06	Uniform Alterations - Sgt Villamor
35456 06/30/202507/08/202510618	First Responder Outfitters, Inc.	38.61	Uniform Alterations - M Bugarin
521 22 49 01 Uniforms/Clothing/Laundry	001 000 521 General Fund	38.61	Uniform Alterations - M Bugarin
	Total First Responder Outfitters, Inc.	244.84	
35411 06/27/202507/08/20253642	Flags A' Flying LLC	774.31	Flags for the Blvd
542 80 31 05 Banners/Flags	101 000 542 City Street Fund	774.31	Flags for the Blvd
35414 06/27/202507/08/20256950	Getting Personal Imprinting LLC, dba Tacoma Trophy	325.08	Award Plaques (19 ct) - 2025 Rod Run Car Show
573 90 49 01 Community Events	001 000 573 General Fund	325.08	Award Plaques (19 ct) - 2025 Rod Run Car Show
35437 06/30/202507/08/20256774	Greenleaf Landscaping 1 Inc	1,238.63	Repair Damage to the Emerson Island - Remove Damaged Plants & Flowers & Debris, Re-plant Plants & Flowers & Top Dress with Bark
542 30 48 01 Rep & Maint - Street Maint	101 000 542 City Street Fund	1,238.63	Repair Damage to the Emerson Island - Remove Damaged Plants & Flowers & Debris, Re-plant Plants & Flowers & Top Dress with Bark
35438 06/30/202507/08/20256774	Greenleaf Landscaping 1 Inc	165.15	Install Dripline on (2) Pots at Steps of PW Bldg
518 30 48 03 Rep & Maint - PW	001 000 518 General Fund	165.15	Install Dripline on (2) Pots at Steps of PW Bldg
35480 07/01/202507/08/20256774	Greenleaf Landscaping 1 Inc	7,917.93	Monthly Landscape Service - July 2025
518 30 41 01 Contract Maintenance 542 80 48 00 Street Tree Maintenance (co 542 80 49 03 Beautification Services (cont	001 000 518 General Fund 101 000 542 City Street Fund 101 000 542 City Street Fund	1,425.23	Monthly Landscape Service - July 2025 Monthly Landscape Service - July 2025 Monthly Landscape Service - July 2025
	Total Greenleaf Landscaping 1 Inc	9,321.71	
35368 06/24/202507/08/202510289	Haggard, Jen	68.71	02-00350.1 - 322 ELDORADO AVE

415 000 340 Storm Drain

001 000 573 General Fund

Hemley's Septic Tank Cleaning, Inc.

425 000 340 Water Fund (der

430 000 340 Sewer Fund (der

1,095.00 Portable Restrooms for Strawberry Festival

-16.38

-16.18

-36.15

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35482 07/01/202507/08/202511146	Henry III, Glenn Alby	2,000.00	Fun Days Performer - Paperback Writer
573 90 49 01 Community Events	001 000 573 General Fund	2,000.00	Fun Days Performer - Paperback Writer
35353 06/20/202507/08/20253692	Home Depot Credit Services	45.18	Deck Screws (50ct); Brass Hose "Y" Valve w/ Shutoff
576 80 31 02 Oper Supplies - Parks	001 000 576 General Fund	45.18	Deck Screws (50ct); Brass Hose "Y" Valve w/ Shutoff
35367 06/23/202507/08/20253692	Home Depot Credit Services	167.68	Red Paint & Supplies to Paint Curbs
542 80 31 01 Oper Supplies - St Beaut	101 000 542 City Street Fund	167.68	Red Paint & Supplies to Paint Curbs
35384 06/26/202507/08/20253692	Home Depot Credit Services	196.83	Fire Hydrant Paint & Accessories
534 50 31 01 Oper Supplies - Water Main	425 000 534 Water Fund (dep	196.83	Fire Hydrant Paint & Accessories
35385 06/26/202507/08/20253692	Home Depot Credit Services	8.04	Watering Container Repair
542 80 31 01 Oper Supplies - St Beaut	101 000 542 City Street Fund	8.04	Watering Container Repair
35388 06/26/202507/08/20253692	Home Depot Credit Services	14.79	#60915D Sweeper Repair on Suction Hood
548 65 48 13 O & M - Storm	501 000 548 Equipment Rent	14.79	#60915D Sweeper Repair on Suction Hood
35389 06/26/202507/08/20253692	Home Depot Credit Services	461.41	PW Crew Water
518 30 31 00 Oper Supplies - Facilities 531 50 31 02 Oper Supplies - Storm 534 50 31 01 Oper Supplies - Water Maint 535 50 31 01 Oper Supplies - Sewer Maint 542 30 31 02 Oper Supplies - Street Reg 576 80 31 02 Oper Supplies - Parks	001 000 518 General Fund 415 000 531 Storm Drain 425 000 534 Water Fund (dep 430 000 535 Sewer Fund (dep 101 000 542 City Street Fund 001 000 576 General Fund	76.90 76.90 76.90 76.91	PW Crew Water PW Crew Water PW Crew Water PW Crew Water PW Crew Water PW Crew Water
35408 06/27/202507/08/20253692	Home Depot Credit Services	87.18	White Rags (200ct) - Towels for Sewer Camera Inspections
535 80 31 00 Oper Supplies - Sewer Gen (430 000 535 Sewer Fund (der	87.18	White Rags (200ct) - Towels for Sewer Camera Inspections

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35409 06/27/202507/08/20253692	Home Depot Credit Services	22.04 Hose for PIT Drainage Test
531 50 35 00 Small Tools & Equip - Storm	415 000 531 Storm Drain	22.04 Hose for PIT Drainage Test
35458 06/30/202507/08/20253692	Home Depot Credit Services	7.69 Spider Spray
518 30 31 04 Oper Supplies - CH	001 000 518 General Fund	7.69 Spider Spray
35459 06/30/202507/08/20253692	Home Depot Credit Services	2.17 Hex Nuts & Flat Washers

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518 30 31 00 Oper Supplies - Facilities	001 000 518 General Fund	2.17	Hex Nuts & Flat Washers
35479 07/01/202507/08/20253692	Home Depot Credit Services	96.72	Shop Supplies
518 30 31 00 Oper Supplies - Facilities	001 000 518 General Fund	96.72	Shop Supplies
	Total Home Depot Credit Services	1,109.73	
35474 07/01/202507/08/20254131	Humane Society - Tacoma	789.21	July 2025 Boarding Contract
554 30 41 00 Animal Control	001 000 554 General Fund	789.21	July 2025 Boarding Contract
35352 06/20/202507/08/202510287	Hunthausen, Anna	78.00	Library Reimbursement - 1 Year (Anna)
572 21 49 00 Library Services	001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
35359 06/20/202507/08/202510287	Hunthausen, Anna	78.00	Library Reimbursement - 1 Year (Eleanor - Child)
572 21 49 00 Library Services	001 000 572 General Fund	78.00	Library Reimbursement - 1 Year (Eleanor - Child)
	Total Hunthausen, Anna	156.00	
35464 07/01/202507/08/202511153	Insight Public Sector, Inc.	14,749.94	Office 365 Licenses (66)
518 81 49 01 Software Licenses	001 000 518 General Fund	14,749.94	Office 365 Licenses (66)
35465 07/01/202507/08/202511153	Insight Public Sector, Inc.	1,704.70	Hypervisor Licenses (Qty 2) - Partial ARPA
518 81 49 01 Software Licenses	001 000 518 General Fund	1,704.70	Hypervisor Licenses (Qty 2) - Partial ARPA
	Total Insight Public Sector, Inc.	16,454.64	
35481 07/01/202507/08/202510459	Locke Systems Inc.	4,954.50	IT Managed Services - July 2025 (for June Services)
518 81 41 01 Prof Svcs - I/S	001 000 518 General Fund	4,954.50	IT Managed Services - July 2025 (for June Services)
35412 06/27/202507/08/20253791	Lowe's Company-#338954	41.94	Well #4 - Parts for Repair
534 50 31 01 Oper Supplies - Water Maint	425 000 534 Water Fund (der	41.94	Well #4 - Parts for Repair
35402 06/26/202507/08/202511145	Maggi, Aidan	906.00	Fun Days Performer - Tidal Wave
573 90 49 01 Community Events	001 000 573 General Fund	906.00	Fun Days Performer - Tidal Wave
35441 06/30/202507/08/202510246	McDonald, Janelle	39.00	Library Reimbursement - 1/2 Year
572 21 49 00 Library Services	001 000 572 General Fund	39.00	Library Reimbursement - 1/2 Year

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35401 06/26/202507/08/202510810	Miller, Michael P	2,700.00	Fun Days Performer - Sonic Funk Orchestra
573 90 49 01 Community Events	001 000 573 General Fund	2,700.00	Fun Days Performer - Sonic Funk Orchestra
35461 06/30/202507/08/202510227	Miller, Pamela	78.00	Library Reimbursement - 1 Year
572 21 49 00 Library Services	001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
35407 06/27/202507/08/202510282	Mitchell, Andrew	39.00	Library Reimbursement - 1 Year
572 21 49 00 Library Services	001 000 572 General Fund	39.00	Library Reimbursement - 1 Year
35390 06/26/202507/08/202511142	Nolan, Donavon	2,750.00	Sound System Tech & Equipment for Fun Days
573 90 49 01 Community Events	001 000 573 General Fund	2,750.00	Sound System Tech & Equipment for Fun Days
35355 06/20/202507/08/20253923	Orca Pacific Inc	320.30	Muriatic Acid-Hydrochloric Acid (30 Gal)
576 20 31 01 Oper Supplies - Pool Chemic	001 000 576 General Fund	320.30	Muriatic Acid-Hydrochloric Acid (30 Gal)
35356 06/20/202507/08/20253923	Orca Pacific Inc	2,197.79	Hypochlorite Solution Soduim Hypoclorite 8 (400 gallons)
576 20 31 01 Oper Supplies - Pool Chemic	001 000 576 General Fund	2,197.79	Hypochlorite Solution Soduim Hypoclorite 8 (400 gallons)
35357 06/20/202507/08/20253923	Orca Pacific Inc	358.02	Replacement Rim for Pool B-Ball Hoop
576 20 31 04 Repair Supplies - Pool	001 000 576 General Fund	358.02	Replacement Rim for Pool B-Ball Hoop
35477 07/01/202507/08/20253923	Orca Pacific Inc	2,429.54	Hypochlorite Solution Sodium Hypochlorite 8 (330 Gal); Muriatic Acid-Hydrochloric Acid (60 Gal)
576 20 31 01 Oper Supplies - Pool Chemic	001 000 576 General Fund	2,429.54	Hypochlorite Solution Sodium Hypochlorite 8 (330 Gal); Muriatic Acid-Hydrochloric Acid (60 Gal)
	Total Orca Pacific Inc	5,305.65	
35444 06/30/202507/08/20258993	Pacific Office Automation - A/R	549.59	Copier Usage 05/01/25-06/01/25
512 51 45 00 Oper Rentals - Copier - Cou	001 000 512 General Fund	9.58	Court 05/01/25-06/01/25
518 10 45 00 Oper Rentals - Copier - Non	001 000 518 General Fund		City Hall 05/01/25-06/01/25
531 50 45 00 Oper Rentals - Copier - Stori	415 000 531 Storm Drain		Storm 05/01/25-06/01/25
534 10 45 02 Oper Rentals - Copier - Wate	425 000 534 Water Fund (der	2.93	Water 05/01/25-06/01/25
535 10 45 00 Oper Rentals - Copier - Sewe	430 000 535 Sewer Fund (der	2.92	Sewer 05/01/25-06/01/25
542 30 45 00 Oper Rentals - Copier - Stree	101 000 542 City Street Fund	2.92	Street 05/01/25-06/01/25

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571 10 45 01 Oper Rentals - Copier - Rec	001 000 571 General Fund		Rec 05/01/25-06/01/25
576 80 45 00 Oper Rentals - Copier - Park	001 000 576 General Fund		Parks 05/01/25-06/01/25
591 12 70 00 Lease Payments - Court	001 000 591 General Fund		Court 05/01/25-06/01/25
591 18 70 10 Lease Payments - Non-Dept	001 000 591 General Fund		City Hall 05/01/25-06/01/25
591 31 70 00 Lease Payments - Storm	415 000 591 Storm Drain		Storm 05/01/25-06/01/25
591 34 70 00 Lease Payments - Water Adr	425 000 591 Water Fund (der		Water 05/01/25-06/01/25
591 35 70 00 Lease Payments - Sewer	430 000 591 Sewer Fund (der		Sewer 05/01/25-06/01/25
591 71 70 00 Lease Payments - Recreatior	001 000 591 General Fund	93.23	Rec 05/01/25-06/01/25
591 76 70 80 Lease Payments - Parks	001 000 591 General Fund	10.36	Parks 05/01/25-06/01/25
591 95 70 00 Lease Payments - Street	101 000 591 City Street Fund	29.00	Street 05/01/25-06/01/25
35483 07/01/202507/08/20258993	Pacific Office Automation - A/R	287.04	Copier Usage 05/01/25-06/01/25
512 51 45 00 Oper Rentals - Copier - Cou	001 000 512 General Fund	26.97	Court 05/01/25-06/01/25
518 10 45 00 Oper Rentals - Copier - Non	001 000 518 General Fund	260.07	City Hall 05/01/25-06/01/25
	Total Pacific Office Automation - A/R	836.63	
35491 07/02/202507/08/20253955	Petrocard Systems Inc	354.37	Gas/Fuel - 06/2025
548 65 31 11 Gas - Parks/Rec	501 000 548 Equipment Rent	132.41	Parks - 06/2025
548 65 31 12 Gas - Street	501 000 548 Equipment Rent	16.09	Street - 06/2025
548 65 31 13 Gas - Storm	501 000 548 Equipment Rent	127.37	Storm - 06/2025
548 65 31 14 Gas - Water/Sewer	501 000 548 Equipment Rent	78.50	Water/Sewer - 06/2025
35396 06/26/202507/08/202511143	Phillips, DeAnna Lee	441.40	Fun Days Performer - Boot Boogie Babes
573 90 49 01 Community Events	001 000 573 General Fund	441.40	Fun Days Performer - Boot Boogie Babes
35468 07/01/202507/08/20253751	Psomas, DBA KPG Psomas	3,724.76	P#77 Orchard St. Overlay 09/27/24-10/24/24
595 32 63 01 Street Improvements	101 000 594 City Street Fund	3,724.76	P#77 Orchard St. Overlay 09/27/24-10/24/24
35469 07/01/202507/08/20253751	Psomas, DBA KPG Psomas	1,283.50	P#77 Orchard St. Overlay 01/01/25-01/30/25
595 32 63 01 Street Improvements	101 000 594 City Street Fund	1,283.50	P#77 Orchard St. Overlay 01/01/25-01/30/25
35470 07/01/202507/08/20253751	Psomas, DBA KPG Psomas	32,090.00	P#81 Claremont St Grind & Overlay Construction Management - 04/25/25-05/29/25
595 32 63 08 Street Improvements - Clare	101 000 594 City Street Fund	32,090.00	P#81 Claremont St Grind & Overlay Construction Management - 04/25/25-05/29/25

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Accts Pay # Received Date Due	Vendor		Amount	Memo
35435 06/30/202507/08/20253986	Puget Soun	d Energy, BOT-01H	2,493.77	Natural Gas - Pool/Bathhouse - June 2025
576 20 47 00 Public Utility Servi	ces - Pool	001 000 576 General Fund	2,493.77	Natural Gas - Pool/Bathhouse - June 2025
35436 06/30/202507/08/20253986	Puget Soun	d Energy, BOT-01H	87.19	Natural Gas - Rec Center - June 2025
571 10 47 00 Public Utility Servi	ces - Rec	001 000 571 General Fund	87.19	Natural Gas - Rec Center - June 2025
	Total Puget S	Sound Energy, BOT-01H	2,580.96	
35404 06/26/202507/08/202510162	Rasputnis, I	rina	300.00	Fun Days Performer - Tacomarama
573 90 49 01 Community Events	5	001 000 573 General Fund	300.00	Fun Days Performer - Tacomarama
35380 06/26/202507/08/20254035	Sarco Suppl	у	863.39	Janitorial Supplies - Pool
576 20 31 02 Janitorial Supplies	- Pool	001 000 576 General Fund	863.39	Janitorial Supplies - Pool
35381 06/26/202507/08/20254035	Sarco Suppl	у	372.16	Janitorial Supplies - Parks Structures
576 80 31 01 Janitorial Supplies	- Parks St	001 000 576 General Fund	372.16	Janitorial Supplies - Parks Structures
35382 06/26/202507/08/20254035	Sarco Suppl	у	156.12	Janitorial Supplies - PSB
518 30 31 02 Oper Supplies - PS	B Bldg	001 000 518 General Fund	156.12	Janitorial Supplies - PSB
35383 06/26/202507/08/20254035	Sarco Suppl	у	231.13	Janitorial Supplies - Rec Bldg
571 10 31 04 Janitorial Supplies	- Rec Bldc	001 000 571 General Fund	231.13	Janitorial Supplies - Rec Bldg
35386 06/26/202507/08/20254035	Sarco Suppl	у	282.80	Operating Supplies - City Hall
518 30 31 04 Oper Supplies - Cl	ł	001 000 518 General Fund	282.80	Operating Supplies - City Hall
	Total Sarco S	Supply	1,905.60	
35400 06/26/202507/08/202510107	Silva, Narria	na, MAGIC in the PNW	500.00	Fun Days Performer - MAGIC in the PNW
573 90 49 01 Community Events	5	001 000 573 General Fund	500.00	Fun Days Performer - MAGIC in the PNW
35410 06/27/202507/08/20254060	Sir Speedy		354.20	Artwork & Set Up - Derby Days 2025
573 90 49 01 Community Events	5	001 000 573 General Fund	354.20	Artwork & Set Up - Derby Days 2025
35484 07/01/202507/08/20252802	Smith, Jean	ne	1,530.58	Reimbursement for Damaged Irrigation System caused by Emergency Pipe Bursting Project - Pacific Trenchless reimbursed the City (Pacific Trenchless Responsible for Damages)

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ACCOUNTS PAYABLE

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ay # Received	Date Due	Vendor	Amount	Memo
369 91 00) 01 Other Misc Revenue - Gener	001 000 360 General Fund	-1,530.58	Reimbursement for Damaged Irrigation System caused by Emergency Pipe Bursting Project - Pacific Trenchless reimbursed the City (Pacific Trenchless Responsible for Damages)
5348 06/20/20	02507/08/20254084	Staples Business Advantage	31.31	HP 125 Wired Keyboard - D O'Galleher
	00 Office & Oper Sup - Building 00 Office & Oper Sup - Planning	001 000 524 General Fund 001 000 558 General Fund		HP 125 Wired Keyboard - D O'Galleher HP 125 Wired Keyboard - D O'Galleher
5361 06/20/20	02507/08/20254107	Summit Law Group	2,760.00	Legal Consulting - May 2025
531 50 41 534 10 41 535 10 41	l 02 Special Legal Counsel l 02 Legal Services l 02 Legal Services l 02 Legal Services l 02 Legal Services	001 000 515 General Fund 415 000 531 Storm Drain 425 000 534 Water Fund (der 430 000 535 Sewer Fund (der 101 000 542 City Street Fund	414.00 414.00 414.00	Legal Consulting - May 2025 Legal Consulting - May 2025 Legal Consulting - May 2025 Legal Consulting - May 2025 Legal Consulting - May 2025
5447 06/30/20	02507/08/20259888	T-Mobile (Cell Phone Bill)	95.33	JAMF Pro Monthly - 06/2025
518 30 42 521 22 42 524 20 42 531 50 42 534 10 42 535 10 42 542 30 42 558 60 42	2 00 Communication - Non Dept 2 00 Communication - Fac/Equip 2 00 Communication - Police 2 00 Communication - Building 2 00 Communication - Storm 2 00 Communication - Water Adr 2 01 Communication - Sewer Adr 2 00 Communication - Street Reg 2 00 Communication - Planning 2 00 Communication - Parks	001 000 518 General Fund 001 000 518 General Fund 001 000 521 General Fund 001 000 524 General Fund 415 000 531 Storm Drain 425 000 534 Water Fund (der 430 000 535 Sewer Fund (der 101 000 542 City Street Fund 001 000 558 General Fund 001 000 576 General Fund	11.01 36.70 1.83 7.32 7.32 7.32 7.32 7.32 1.84	Non Dept - 06/2025 - JAMF Pro Monthly Maint. Lead, 2 Workers 06/2025 - JAMF Pro Monthly Police Officers, Chief 06/2025 - JAMF Pro Monthly Community Development Dir. 06/2025 - JAMF Pro Monthly Public Works Crew, Director, PW Office Coord. 06/2025 - JAMF Pro Monthly Public Works Crew, Director, PW Office Coord. 06/2025 - JAMF Pro Monthly Public Works Crew, Director, PW Office Coord. 06/2025 - JAMF Pro Monthly Public Works Crew, Director, PW Office Coord. 06/2025 - JAMF Pro Monthly Public Works Crew, Director, PW Office Coord. 06/2025 - JAMF Pro Monthly Public Works Crew, Director, PW Office Coord. 06/2025 - JAMF Pro Monthly Public Works Crew, Director, PW Office Coord. 06/2025 - JAMF Pro Monthly Public Works Crew, Director, PW Office Coord. 06/2025 - JAMF Pro Monthly Public Works Crew, Director, PW Office Coord. 06/2025 - JAMF Pro Monthly Public Works Crew, Director, PW Office Coord.
35448 06/30/20	02507/08/20259888	T-Mobile (Cell Phone Bill)	36.96	Pro Monthly Court, PW, City Hall Fax Line (05/21/25-06/20/25
518 10 42	2 00 Communication - Court 2 00 Communication - Non Dept 2 00 Communication - Storm	001 000 512 General Fund 001 000 518 General Fund 415 000 531 Storm Drain	12.30 12.30	Court Fax Line (05/21/25-06/20/25) City Hall Fax Line (05/21/25-06/20/25) PW Fax Line (05/21/25-06/20/25)

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Pay #						
		00 Communication -		425 000 534 Water Fund (der		PW Fax Line (05/21/25-06/20/25)
		01 Communication -		430 000 535 Sewer Fund (der		PW Fax Line (05/21/25-06/20/25)
	542 30 42	00 Communication -	Street Reg	101 000 542 City Street Fund	3.09	PW Fax Line (05/21/25-06/20/25)
35449	06/30/202	2507/08/20259888		T-Mobile (Cell Phone Bill)	1,222.70	Cell Phones & Air Cards - 06/2025
	518 30 42	00 Communication -	Fac/Equip	001 000 518 General Fund	92.46	Maint. Lead, 2 Workers 06/2025
	521 22 42	00 Communication -	Police	001 000 521 General Fund	656.78	Police Officers, Chief and Air Cards 06/2025
	524 20 42	00 Communication-	Building	001 000 524 General Fund	15.41	Community Development Dir. 06/2025
	531 50 42	00 Communication -	Storm	415 000 531 Storm Drain	79.71	Public Works Crew, Director, PW Office Coord. 06/2025
	534 10 42	00 Communication -	Water Adr	425 000 534 Water Fund (der	111.06	Public Works Crew, Director, PW Office Coord., PW Water Meter Collector 06/2025
	535 10 42	01 Communication -	Sewer Adr	430 000 535 Sewer Fund (der	79.71	Public Works Crew, Director, PW Office Coord. 06/2025
	542 30 42	00 Communication -	Street Reg	101 000 542 City Street Fund	79.70	Public Works Crew, Director, PW Office Coord. 06/2025
	558 60 42	00 Communication -	Planning	001 000 558 General Fund	15.41	Community Development Dir. 06/2025
		00 Communication -	.,	001 000 576 General Fund		P/R Director, Events, Maint. Worker 06/2025
					1.05.4.00	
				Total T-Mobile (Cell Phone Bill)	1,354.99	
35462	07/01/202	2507/08/20254322		Tacoma, City of - POWER	109.44	Power - Alameda Lift Station - June 2025
	535 80 47	01 Utility Services/Pu	umping	430 000 535 Sewer Fund (der	109.44	Alameda LS Power - 06/2025
35362	06/20/202	2507/08/20251061	7	TechPower Solutions, Inc.	29,302.63	Toughbook/MDC (Qty 8)
	594 48 64	08 ERR Capital - Poli	се	501 000 548 Equipment Rent	29,302.63	Toughbook/MDC (Qty 8)
35354	06/20/202	2507/08/20251061	4	Tennant Sales and Service Company	85.48	Transport Kit Caster, RH - Parts to repair I-Mop Machine
	571 10 31	04 Janitorial Supplie	s - Rec Bldç	001 000 571 General Fund	85.48	Transport Kit Caster, RH - Parts to repair I-Mop Machine
35443	06/30/202	2507/08/20251115	2	The Pipes and Drums of the Tacoma Scots	500.00	Fun Days Performer - The Pipes & Drums of the Tacoma Scots
	573 90 49	01 Community Even	ts	001 000 573 General Fund	500.00	Fun Days Performer - The Pipes & Drums of the Tacoma Scots
35392	06/26/202	2507/08/20251077	7	The TSMSHOP, Willie Combs	1,032.00	Car Show T-Shirts (Qty 78)
	573 90 49	01 Community Even	ts	001 000 573 General Fund	1,032.00	Car Show T-Shirts (Qty 78)

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35439	9 06/30/20	2507/08/202510777	The TSMSHOP, Willie Combs	924.00	Derby Days T-Shirts (Qty 77)
	573 90 49	01 Community Events	001 000 573 General Fund	924.00	Derby Days T-Shirts (Qty 77)
			Total The TSMSHOP, Willie Combs	1,956.00	
35379	9 06/26/20	2507/08/20255934	US Bank, City Hall Account	1,217.03	P-Card Charges thru 06/12/25
	511 60 49	00 Miscellaneous - Legisl	001 000 511 General Fund	105.41	Picture Frame for Centennial Wall at City Hall, Postage for Centennial Flag Display at AWC Annual Conference 2025, Acrylic Sign Holders for Council Portraits
	513 10 35	00 Small Tools & Equip - Admir	001 000 513 General Fund	332.91	File Cabinet - A Burkhart
	517 90 31	01 Oper Supplies - Wellness Pro	001 000 517 General Fund	164.73	Wellness Program - City Hall Quarterly Luncheon
	518 10 42	2 01 Postage - Non Dept	001 000 518 General Fund		Postage - Passports
	518 11 35	00 Small Tools & Equip - Persor	001 000 518 General Fund	332.91	File Cabinet - D Masko
	573 90 49	02 Centennial Celebration	001 000 573 General Fund	113.07	Centennial Celebration Committee Meeting Luncheor 06/12/25
35429	9 06/30/20	2507/08/20258482	US Bank, Police Department Account	56.29	P-Card Charges thru 06/24/25
	518 81 49	01 Software Licenses	001 000 518 General Fund	-27.47	Credit Return for Cancellation of Adobe Acrobat Pro Trials
	521 22 49	00 Miscellaneous - Police	001 000 521 General Fund	6.75	Postage for DUI Blood Kit
	521 22 49	01 Uniforms/Clothing/Laundry	001 000 521 General Fund	77.01	Duty Belt for V Celis
35431	1 06/30/20	2507/08/20258483	US Bank, Public Works Dept Account	1,863.32	P-Card Charges thru 06/23/25
	531 50 31	01 Office Supplies - Storm	415 000 531 Storm Drain	42.06	Office Supplies - Paper Cutter, Cardstock, Kleenex, Hand Soap
	531 50 31	02 Oper Supplies - Storm	415 000 531 Storm Drain	3.12	Office Supplies - Permanent Markers
	531 50 35	00 Small Tools & Equip - Storm	415 000 531 Storm Drain		Safety Harness & 6' Shock Absorbing Lanyard - T Scholer
	534 10 31	00 Office Supplies - Water Adm	425 000 534 Water Fund (der	45.17	Office Supplies - Paper Cutter, Cardstock, Kleenex, Hand Soap & Permanent Markers
	534 10 35	00 Small Tools & Equip - Water	425 000 534 Water Fund (der	158.81	Safety Harness & 6' Shock Absorbing Lanyard - T Scholer
	534 80 31	03 Oper Supplies - Chlorine	425 000 534 Water Fund (der	290.09	Quill for Injecting Chlorine into Well #7
		00 Water Testing	425 000 534 Water Fund (der		Fluoride Reagant for Daily Water Testing
	535 10 31	00 Office Supplies - Swr Admin	430 000 535 Sewer Fund (der		Office Supplies - Paper Cutter, Cardstock, Kleenex, Hand Soap & Permanent Markers
	535 80 35	00 Small Tools & Equip - Sewer	430 000 535 Sewer Fund (der	158.81	Safety Harness & 6' Shock Absorbing Lanyard - T Scholer

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Accts Pay #	Received Date Due	Vendor	Amount	Memo
	542 30 31 01 Office Supplies - Street Reg	101 000 542 City Street Fund	3.12	Office Supplies - Permanent Markers
	542 30 35 00 Small Tools & Equip - Street	101 000 542 City Street Fund	158.81	Safety Harness & 6' Shock Absorbing Lanyard - T Scholer
	542 80 35 00 Small Tools & Equip - St Bea	101 000 542 City Street Fund	385.34	New Watering Container
	573 90 49 02 Centennial Celebration	001 000 573 General Fund		Centennial Banners for Sponsors (Qty 6)
35430	06/30/202507/08/20258484	US Bank, Recreation Dept Account	1,632.65	P-Card Charges thru 06/24/25
	571 10 31 02 Senior Program Supplies	001 000 571 General Fund	253.55	Senior Morning Supplies - Donuts & Bunco Party Supplies
	573 90 49 01 Community Events	001 000 573 General Fund	1,125.44	Banners: Fun Days, Beer Garden, Centennial Parade & Community Events; Community Event Supplies
	576 20 31 00 Office Supplies - Pool	001 000 576 General Fund		Signs for Pool Deck
	576 20 31 03 Oper Supplies - Pool	001 000 576 General Fund	144.88	Pool Theme Night Decorations
35413	06/27/202507/08/20254178	University Place Refuse Inc	3,687.27	Dumping Fees - 06/2025
	531 50 47 01 Dumping Fees - Storm	415 000 531 Storm Drain	1,030.25	Dumping Fees - Storm 06/2025
	534 80 47 02 Dumping Fees - Water	425 000 534 Water Fund (der	664.25	Dumping Fees - Water 06/2025
	535 80 47 02 Dumping Fees - Sewer	430 000 535 Sewer Fund (der	664.26	Dumping Fees - Sewer 06/2025
	542 30 47 01 Dumping Fees - Street	101 000 542 City Street Fund		Dumping Fees - Street 06/2025
	576 80 47 01 Dumping Fees - Parks	001 000 576 General Fund	664.26	Dumping Fees - Parks 06/2025
35485	07/02/202507/08/20254179	Unum Life Insurance Company of America	69.20	W. Smith Retired Benefits - July 2025
	521 22 20 02 LEOFF I Long Term Care Prei	001 000 521 General Fund	69.20	W. Smith Retired Benefits - July 2025
35493	07/02/202507/08/202511109	Vector Electrical Group LLC	2,050.00	Service Work to Locate Fault on 1500 Block of Evergreen Place
	542 63 48 01 Rep & Maint - St Light	101 000 542 City Street Fund	2,050.00	Service Work to Locate Fault on 1500 Block of Evergreen Place
35445	06/30/202507/08/20254237	WCP Solutions	1,588.08	Copy Machine Paper (240 Reams)
	518 10 34 01 Office Supplies - Central	001 000 518 General Fund	1,588.08	Copy Machine Paper (240 Reams)
35476	07/01/202507/08/20253645	WEX BANK, Wright Express FSC	4,175.45	Gas/Fuel - 06/2025
	548 65 31 06 Gas - Facilities	501 000 548 Equipment Renta	92.89	F&E 06/2025
	548 65 31 08 Gas - Police	501 000 548 Equipment Renta	2,753.71	Police 06/2025
	548 65 31 11 Gas - Parks/Rec	501 000 548 Equipment Renta	147.04	Parks 06/2025
	548 65 31 12 Gas - Street	501 000 548 Equipment Renta	743.16	Street 06/2025
	548 65 31 14 Gas - Water/Sewer	501 000 548 Equipment Rent	438.65	W/S 06/2025

35450 06/30/202507/08/20254229

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521 22 41 03 WACIC/NCIC	001 000 521 Gen	eral Fund	600.00	Access User Fee - 2nd Quarter 2025
35387 06/26/202507/08/20254231	Water Mgmt Labs Inc		180.00	Fluoride Water Testing - 05/21/25
534 80 41 00 Water Testing	425 000 534 Wat	er Fund (der	180.00	Fluoride Water Testing - 05/21/25
5405 06/27/202507/08/202511138	Werner, Alice		78.00	Library Reimbursement - 1 Year
572 21 49 00 Library Services	001 000 572 Gen	eral Fund	78.00	Library Reimbursement - 1 Year
5406 06/27/202507/08/20258270	Whepley, Katherine		78.00	Library Reimbursement - 1 Year (Brian)
572 21 49 00 Library Services	001 000 572 Gen	eral Fund	78.00	Library Reimbursement - 1 Year (Brian)
5346 06/20/202507/08/20254256	Winning Seasons		1,028.88	Youth Baseball T-Shirts - Players (Qty 89)
571 10 31 06 Program Supplies - Youth	001 000 571 Gen	eral Fund	1,028.88	Youth Baseball T-Shirts - Players (Qty 89)
5347 06/20/202507/08/20254256	Winning Seasons		1,238.63	Youth Baseball Hats (Qty 220) & Adult Baseball Hats (Qty 30)
571 10 31 06 Program Supplies - Youth 571 10 31 06 Program Supplies - Youth	001 000 571 Gen 001 000 571 Gen			Youth Baseball Hats - Players (Qty 220) Adult Baseball Hats (Qty 30)
	Total Winning Seasons		2,267.51	
5432 06/30/202507/08/202510035	Zoom Video Communication	าร	1,429.43	Monthly Phone Rental - 6/30/25-07/30/25
513 10 42 00 Communication - Admin 518 10 42 00 Communication - Non Dep 591 18 70 10 Lease Payments - Non-Dep		eral Fund	1,043.43	Meeting Webinar & Recording - 6/30/25-7/30/25 Monthly Phone Service - 6/30/25-7/30/25 Monthly Phone Rental - 6/30/25-7/30/25
		Report Total:	195,287.27	
101 Ci 415 St 425 W 430 Se 432 Se	eneral Fund ty Street Fund orm Drain ater Fund (department) wer Fund (department) wer Improvement Fund uipment Rental Fund	84,992.15 62,087.76 2,887.62 5,976.04 4,864.61 168.76 34,310.33		

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This report has been	reviewed by:					
REMARKS:	Signature & Title	Date				



LIQUOR LICENSE RENEWAL

Applicant Information

Licensee Name:	The Office Boutique LLC
Establishment Name:	Paper Lux
Address:	2053 Mildred St W
License Number:	351116
Request Received:	06/11/25
Expiration Date:	08/31/25

Department Comments

Finance	Planning and Building	Police
No concerns.	No concerns.	No concerns.

Allison Deskins Director Signature

Dawn Masko Director Signature

Kevin Gollinger

Acting Police Chief Signature

06/25/25

06/25/25

06/25/25



SPECIAL OCCASION LIQUOR LICENSE

Applicant Information

Licensee Name: Kiwanis of Clover Park	
Establishment Name: Fircrest Community Center – Tennis Courts	
Address:	555 Contra Costa Ave
Date:	07/19/25, 12:00 P.M. to 9:00 P.M.
Request Received:	06/12/2025

Department Comments

Finance	Planning and Building	Police
No concerns.	No concerns.	No concerns.

Allison Deskins

Director Signature

Dawn Masko

Kevin Gollinger

Director Signature

Acting Police Chief Signature

06/25/25 Date

06/25/25 Date

06/25/25 Date

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NOTICE OF SPECIAL OCCASION LICENSE APPLICATION

RETURN THIS NOTICE TO: LARESPONSE@LCB.WA.GOV

June 12, 2025

To: MAYOR OF FIRCREST - CITY MANAGER

Organization Name: KIWANIS OF CLOVER PARK

Organization Address: 119 CRESTWOOD DR SW, LAKEWOOD, WA 98498

Contact Name: GERALD DUNLAP Contact DOB: Contact Phone:

Special Occasion #: 440528

Event Date(s)/Time: 7/19/2025 - 7/19/2025; NOON - 9:00 PM

Event Location(s): FIRCREST COMMUNITY CENTER TENNIS COURTS - 555 CONTRA COSTA, FIRCREST, WA 98466 NONE

A SPECIAL OCCASION LICENSE ALLOWS THE ORGANIZATION TO:

__Sell beer for consumption at the above specified date, time, and location.

__Sell wine for consumption at the above specified date, time, and location.

__Sell spirits by the individual serving for consumption at the above specified date, time, and location.

__Sell beer, wine and spirits in unopened bottles or packages in limited quantities for off premise consumption at the above specified date, time, and location.

You have 20 days from the date of this notice to provide input regarding this application. If we do not receive a response within 20 days, we will assume you have no objections to the issuance of the license. If you need additional time to respond, you must submit a written request with your reason(s) for an extension of up to 20 days.

1.	Do you approve of the applicant?	YES NO	
2.	Do you approve of the event location?	YES NO	

If you have indicated disapproval of the applicant, location, or both, please submit a statement of all facts on which your objection(s) are based.

Date

Signature of Mayor, City Manager, County Commissioner or Designee

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Mayor Shannon Reynolds called the special meeting to order at 6:00 P.M. and led the Pledge of Allegiance. Councilmembers David M. Viafore, Brett L. Wittner, Karen Mauer-Smith, Nikki Bufford, and Jim Andrews were present. Councilmember Andrews attended the meeting virtually. Councilmember Hunter T. George was absent during roll call.

Councilmember Hunter T. George joined the meeting virtually at 6:03 P.M.

ORDINANCE: FIRCREST MUNICIPAL CODE TITLE 22 – HOUSING CODE AMENDMENTS

City Manager Masko introduced Kimley-Horn Principal Nick Chen, who presented a summary of proposed code amendments to implement House Bills 1110 and 1337. The proposed code amendments detailed allowed middle housing types, updated design standards, and clarification on density calculations and setbacks. Mr. Chen stated that the adoption of the proposed code amendments would comply with the implementation deadline of June 30, 2025.

Councilmember Mauer-Smith MOVED to adopt Ordinance No. 1740 amending Fircrest Municipal Code Title 22 to implement housing code amendments, ensure compliance with House Bill 1110 and House Bill 1337; seconded by Councilmember Wittner. Mayor Reynolds invited Councilmember comment. Council discussions included questions regarding impact fees and potential future fees. Councilmember Viafore thanked City Manager Masko and consultant Nick Chen for their efforts with the housing code amendments. Mayor Reynolds invited public comment; none were provided.

The Motion Carried (7-0).

ADJOURNMENT

Councilmember Viafore MOVED to adjourn the meeting at 6:09 P.M., seconded by Councilmember Bufford.

The Motion Carried (7-0).

Shannon Reynolds, Mayor

Arlette Burkhart, City Clerk

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

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

PRESIDING OFFICER'S REPORT

A. Proclamation: Ride Transit Month

Mayor Reynolds read the proclamation titled Ride Transit Month into the record. Councilmember Viafore MOVED to authorize the Mayor's signature on the proclamation proclaiming the month of June 2025, as Ride Transit Month in the City of Fircrest; seconded by Councilmember Wittner. Mayor Reynolds invited Councilmembers' and Pierce Transit representatives' comments. Pierce Transit Chief Planning Officer Ryan Wheaton and Downtown on the Go! Executive Director Laura Svancarek thanked the Council, accepted the proclamation, and spoke on the importance of transit services. Mayor Reynolds invited public comment; none were provided.

The Motion Carried (6-0).

B. Proclamation: Independence Day

Mayor Reynolds read the proclamation titled Independence Day into the record. Councilmember Wittner MOVED to authorize the Mayor's signature on the proclamation proclaiming July 4th, 2025, as Independence Day in the City of Fircrest; seconded by Councilmember Mauer-Smith. Mayor Reynolds invited Councilmembers' comment; none were provided. Mayor Reynolds invited public comment; none were provided.

The Motion Carried (6-0).

CITY MANAGER COMMENTS

There were none.

DEPARTMENT HEAD COMMENTS

- Acting City Manager Grover provided a report on the Strawberry Festival and Community Garage Sale events. He thanked the Council for volunteering at the Strawberry Festival. Councilmember Viafore commented on sending Congresswoman Strickland a thank you letter for her assistance in scheduling the military band. Lastly, he reported on the upcoming Derby Days scheduled for July 5, 2025, with approximately 15 racers.
- Acting Police Chief Gollinger thanked the Council for their support during his period as Acting Chief.
- Public Works Director Bemis commented on providing continuous support for the Citysponsored events, upcoming road markings, right-of-way maintenance, and summer City beautification efforts. There was a brief discussion about Claremont Street and the University Place paving projects completion timeline.

COUNCILMEMBER COMMENTS

- Councilmember Andrews; no comment.
- Councilmember Bufford expressed appreciation for the Parks and Recreation staff, volunteers, and the Kiwanis Club for the successful Strawberry Festival and garage sale events.
- Councilmember Wittner; no comment.
- Councilmember Mauer-Smith thanked the Parks and Recreation staff for their efforts at the Strawberry Festival and garage sale event, and the Fire Department's quick response to the recent house fire. Acting Police Chief Gollinger stated that the cause of the fire was likely related to battery charging equipment.
- Councilmember Viafore; no comment.
- Mayor Reynolds; no comment.

PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

Mayor Reynolds invited public comment. There were none.

COMMITTEE, COMMISSION, AND LIAISON REPORTS

- **A. Parks, Recreation and Sustainability** There was no report.
- **B.** Police/Public Safety and Court There was no report.
- C. Public Works and Facilities There was no report.

D. Pierce County Regional Council

Mayor Reynolds reported that the Pierce County Regional Council did not meet in June in observance of Juneteenth.

E. Other Liaison Reports

Councilmember Bufford provided a Centennial Committee update, including the draft City Centennial Birthday Week schedule of celebrations, which features a legacy project unveiling, an immersive historical experience, Fircrest Night at the Tacoma Rainiers game, and a special Council meeting.

There was a brief discussion on the need to obtain Council approval for the Centennial Birthday Week schedule of celebrations.

Councilmember Bufford provided a brief sponsorship and donations financial report and commented on the need for additional volunteers.

CONSENT CALENDAR

Mayor Reynolds requested the City Clerk read the Consent Calendar.

A. Approval of Check No. 223058 through 223119 in the amount of \$402,655.02 Approval of payroll electronic funds transfer in the amount of \$183,845.60

B. Approval of June 10, 2025, Regular Meeting minutes

Councilmember Wittner MOVED to approve the Consent Calendar; seconded by Councilmember Viafore.

The Motion Carried (6-0).

PUBLIC HEARING

There was no public hearing scheduled.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

A. Pierce Transit Long Range Plan Presentation

Pierce Transit Planner Brittany Carbullido presented Pierce Transit's Long-Range Plan and highlighted funding scenarios and potential service improvements impacting the City of Fircrest. Mayor Reynolds invited Councilmembers' comments. Councilmember Viafore thanked Pierce Transit for its presentation.

B. Resolution No. 1977: Approval of the City's 6-Year Comprehensive Transportation Improvement Program

Public Works Director Bemis briefed the Council on the proposed resolution and highlighted that the Comprehensive Transportation Improvement Program (TIP) establishes City Council approval to submit grant applications and identifies eligible projects for State and Federal funding. **Councilmember Mauer-Smith MOVED to adopt Resolution No. 1977, approving the City of Fircrest's Six-Year Comprehensive Transportation Improvement Program for the period of 2026-2031; seconded by Councilmember Wittner.** Mayor Reynolds invited Councilmembers' comments; none were provided. Mayor Reynolds invited public comment; none were provided.

The Motion Carried (6-0).

C. Resolution No. 1978: Emerson Construction Management Services Amendment #1

Public Works Director Bemis briefed the Council on the proposed resolution and highlighted that the amendment updates the term to state "upon completion of the project" to align with the project completion timeline. Councilmember Mauer-Smith MOVED to adopt Resolution No. 1978, authorizing the City Manager to execute Amendment #1 to the Professional Services Agreement with Akana for construction management services for the Emerson West Sidewalk Project; seconded by Councilmember Wittner. Mayor Reynolds invited Councilmembers' comments; none were provided. Mayor Reynolds invited public comment; none were provided.

The Motion Carried (6-0).

<u>JUNE 24, 2025</u>

D. Resolution No. 1979: StreetScan Contract Approval

Public Works Director Bemis briefed the Council on the proposed resolution and highlighted that the agreement provides comprehensive pavement asset management services. Councilmember Mauer-Smith MOVED to adopt Resolution No. 1979, authorizing the City Manager to execute a Professional Services Agreement with StreetScan USA, Inc. for pavement asset management services; seconded by Councilmember Wittner. Mayor Reynolds invited Councilmembers' comments; none were provided. Mayor Reynolds invited public comment; none were provided.

The Motion Carried (6-0).

CALL FOR FINAL COMMENTS

Councilmember Viafore thanked the meeting attendees for their participation and Pierce Transit for a great presentation.

City Clerk Burkhart noted for the record that Councilmember George had requested an excused absence from this meeting.

EXECUTIVE SESSION

There was no executive session scheduled.

ADJOURNMENT

Councilmember Viafore MOVED to adjourn the meeting at 7:48 P.M., seconded by Councilmember Wittner.

The Motion Carried (6-0).

Shannon Reynolds, Mayor

Arlette Burkhart, City Clerk

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS:	Humane Society Contract for Animal Shelter Services
ITEM:	13A
DATE:	July 8, 2025
FROM:	Dawn Masko, City Manager

RECOMMENDED MOTION: I move to adopt Resolution No.____, authorizing the City Manager to execute an agreement between The Humane Society for Tacoma and Pierce County and the City of Fircrest for animal sheltering and related services.

PROPOSAL: The City Council is being asked to authorize the City Manager to an agreement with The Humane Society for Tacoma and Pierce County for animal sheltering and related services. The initial term of the agreement will run through December 31, 2028, with the option to renew for an additional two-year period, subject to mutual agreement.

FISCAL IMPACT: The cost for services in 2025 is \$9,470.56, reflecting a 1% increase over the 2024 rate, with monthly payments of \$789.32. Beginning in 2026, the agreement will transition from a flat annual fee to a per-animal cost structure, based on actual intake data from the prior year. This variable-rate model is intended to more accurately align costs with service utilization.

ADVANTAGE: The City has had a long-standing and positive working relationship with The Humane Society. This agreement ensures continued access to professional animal sheltering services, including intake, care, and, when appropriate, adoption or humane euthanasia. Our current animal control service provider, the City of Tacoma, also contracts with The Humane Society and handles animal transport on the City's behalf.

DISADVANTAGES: None identified.

ALTERNATIVES: No viable alternatives have been identified. The City's animal control service provider transports all animals to The Humane Society. While there is one other shelter in Pierce County – Metro Animal Services, operated by the City of Sumner – its services are limited to member jurisdictions, and the City of Fircrest is not within its service area.

HISTORY: The City has had a contract with The Humane Society for animal sheltering services for many years. Prior to 2006, The Humane Society also provided animal control services for the City. Since then, the City has transitioned to contracting animal control services through the City of Tacoma while continuing to utilize The Humane Society for sheltering and related needs.

ATTACHMENTS: <u>Resolution</u> <u>Agreement for Services</u> <u>Fircrest Animal Reports for 2023 and 2024</u> Historical and Projected Financial Data (2019 – 2025)

1	CITY OF FIRCREST RESOLUTION NO		
2	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF		
3	FIRCREST, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE HUMANE		
4	SOCIETY FOR TACOMA AND PIERCE COUNTY FOR ANIMAL		
5	SHELTERING AND RELATED SERVICES.		
6 7	WHEREAS , the City of Fircrest finds it is in the best interest of our citizens to continue contracting with The Humane Society for Tacoma and Pierce County to provide animal sheltering and related services; and		
8 9 10	WHEREAS, The Humane Society operates a shelter that receives stray, impounded, and companion animals; provides business hours allowing for lost pet reunification; offers licensing services for animals adopted or impounded whose owners reside in Fircrest; and provides disposal services and routine veterinary services during business hours; and		
11 12	WHEREAS, the current agreement with The Humane Society expired on December 31, 2024, and has continued on a month-to-month basis in accordance with the terms of that agreement.		
13 14	NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:		
15 16	 Section 1. The City Manager is hereby authorized and directed to execute an agreement with The Humane Society for Tacoma and Pierce County for the provision of animal sheltering services for the term beginning August 1, 2025 through December 31, 2028. APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 8th day of July 2025. 		
17 18			
19	APPROVED:		
20			
21	Shannon Reynolds, Mayor		
22 23	ATTEST:		
23			
25	Arlette Burkhart, City Clerk		
26	ADDOVED AS TO FORM.		
27	APPROVED AS TO FORM:		
28			
29	Joanna Eide, City Attorney		
30	Page 1 of 1	27	

CONTRACT FOR ANIMAL SHELTER SERVICES

between

CITY OF FIRCREST

and

THE HUMANE SOCIETY FOR TACOMA AND PIERCE COUNTY

The parties to this contract Agreement are the **CITY OF FIRCREST**, a political subdivision of the state of Washington, hereinafter referred to as the "City," and **THE HUMANE SOCIETY FOR TACOMA AND PIERCE COUNTY**, a non-profit corporation formed and operating pursuant to RCW 16.52.020, hereinafter referred to as HSTPC.

In consideration of the mutual benefits derived, the parties agree as follows:

A. PURPOSE

The purpose of this Contract is to define the scope of the animal shelter services contracted hereby between the City and HSTPC; sets forth the compensation paid by the City for such services; and provides terms and conditions under which such services will be provided.

B. TERM

This Contract will be effective on January August 1, 2025, and expires on December 31, 2028. The City may extend the Contract for one (1) additional two (2) year term by written notice to HSTPC, and mutually agreed upon by HSTPC, a minimum of 90 days prior to the expiration of the initial term and provided HSTPC or City is not then in default. Fees associated with extension are outlined in section L.

C. DEFINITIONS

- "Animal Control Officer (ACO)" Any Fircrest police officer or an employee of the City authorized by the City and specially commissioned by the Chief of Police to enforce Fircrest Municipal Code, or any Animal Control Officer as provided by an Interlocal Agreement with the City of Tacoma or Pierce County.
- 2. "Community Cat" is a free-roaming cat that may or may not be domesticated or friendly to humans.
- "Companion animals" are specifically defined as dogs, cats, domestic rabbits, and domestic birds (see definition from the Animal Welfare Act, <u>https://www.aphis.usda.gov/awa/bird-standards</u>). Companion animals specifically excludes livestock (horses, cows, pigs, sheep, goats, poultry, etc.)

venomous or dangerous reptiles, and wild or exotic animals (wild rabbits, raccoons, etc.).

- 4. Conditions requiring "Emergency treatment" include:
 - Significant blood loss from a wound or any orifice
 - Animal unable to stand because of trauma, pain or other causes due to significant visible injuries
 - Animal actively seizing
 - Animal unable to breathe/choking uncontrollably
 - Animal obviously crashing with vital signs fading
 - Animal known to have incurred a significant trauma, such as being hit by a car, regardless of any visible injuries or condition
 - Animal in active labor and having complications, or with visible externally prolapsed uterus or bowel segments
- 5. "Dangerous" or "potentially dangerous" dogs meet criteria outlined in <u>RCW</u> <u>16.08.070</u>.
- 6. "Feral cat" is a cat that is not domesticated.
- 7. "Foster Homes" are individual housing occupied by HSTPC volunteers who care for HSTPC shelter pets to reduce overcrowding, manage longer-stay animals, animals unable to be altered due to age, animals who do not <u>fair fare</u> well in the shelter environment or animals recovering from medical or behavioral issues.
- 8. <u>"Housing Kennels"</u> are cat or dog enclosures that allow adequate space, as defined by the ASV Guidelines of 2022.
- 9. "Limited companion animals" are small, domesticated rodents, non-venomous snakes, some poultry species, non-venomous or dangerous reptiles and non-exotic aquatic species.
- 10. "Owner Surrender Emergency Needs" means a situation that causes the need for an animal owner to immediately surrender their animal to the shelter including but not limited to:
 - The owner will become homeless in the near future and keeping the animal will prevent them from finding shelter/other housing.
 - Owner illness or injury requiring hospitalization, about to be incarcerated, or displaced due to domestic violence, house fire, etc. and no other arrangements can be made for someone to care for the animal.
 - The animal is causing a safety hazard for its owner, the community, or other domesticated animals, including criteria for "Dangerous" and "Potentially Dangerous."
 - The animal is in danger of being harmed.

- 11. "Shelter" is the facility, located at 2608 Center Street, Tacoma WA 98409.
- 12. "Stray Cat" or "Lost Cat" is a cat who has an owner but has strayed from home or become lost.

D. SHELTER

- 1. The HSTPC shall:
 - a. operate in full compliance with laws governing animal shelter facilities in the State of Washington, including any regulations promulgated by the Washington Department of Health;
 - b. provide housing kennels to accommodate stray animals found and brought to the shelter by the City and the City's residents. Exceptions for intake include limitations for healthy stray, feral, and community cats, capacity restraints, non-companion animals, and disease outbreak. Shelter shall include isolation facilities for quarantined animals, veterinary care facilities and refrigeration and/or freezer space for deceased animal storage.

E. SHELTER OPERATIONS & SERVICES

- 1. The HSTPC shall:
 - a. furnish, maintain and employ adequate staff for suitable sheltering operations for the handling of companion animals who are stray, impounded, or whose owners are unable or unwilling to continue care, turned over to the HSTPC by the City or its residents.
 - b. maintain and follow a clear set of protocols regarding shelter admission and intake procedures, care and welfare of animals, employee conduct and shelter and adoption operations;
 - c. furnish equipment and supplies used in the performance of the HSTPC obligations arising from this Agreement, except equipment and supplies which the City expressly promises to furnish.
 - d. allow City ACO's to sanitize their vehicles in accordance with HSTPC practices until the HSTPC requires the sanitizing facility to be vacated for construction. HSTPC will provide 90 days' notice if the area is to be vacated.
 - e. establish and maintain convenient business hours for public access, including weekend hours;
 - f. strive to comply with the standards set forth in the "Guidelines for Standards of Care in Animal Shelters" 2022 edition published by the Association of Shelter Veterinarians.

- g. employ or contract with a licensed veterinarian to monitor veterinary care and other aspects of shelter operations affecting the health of the animal population of the shelter.
- h. treat animals with care and respect, provide a clean, comfortable, safe and healthy environment with adequate housing, exercise, water and food, and make efforts to share all relevant health and behavioral information for the safety of the animal and for staff and ACO's.
- 2. The City shall:
 - a. take primary responsibility for communication with animal owners, media, and interested parties about the status of an animal impounded for cruelty, criminal, or dangerous dog investigations. Confidentiality, as defined in this agreement, will be maintained.

F. ANIMAL INTAKE

- 1. The HSTPC shall:
 - a. keep the shelter staffed and open to receive companion animals and allow such animals to be redeemed during regular business hours
 - b. provide supplies and training for ACO's to
 - perform intake procedures on animals brought in by the ACO to ensure animal has adequate water as necessary for the animal's health and comfort
 - complete computer data entry when conducting shelter intakes
 - understand and follow procedures and protocols relevant to the shelter's intake operations
 - when feasible during hours the shelter is closed vaccinate the animal
 - c. report any impounded or owner surrendered animal that is suspected to be a victim of cruelty or neglect to the City
 - d. provide receiving staff during business hours to perform intake procedures on animals brought in by ACO's and residents of the City.
 - e. allow access and provide a procedure whereby animals that do not need emergency treatment as described in City section G.2.f. and/or carcasses outside of normal shelter hours may be delivered to the shelter by the City 24 hours per day, 7 days per week.
 - f. provide access to computers for ACOs to enter data into the database software for animals brought in by ACOs. Access for ACO's shall be limited to entering animal intake and access to case-related information
 - g. Veterinary medical records shall be provided by a shelter veterinarian.

- h. Information on HSTPC practices that are implemented beginning when the animal comes onto HSTPC property, and throughout the animal's stay at HSTPC.
- i. provide housing and care for companion animals, as well as facilities for the humane disposal of sick and injured companion animals or deceased animals brought by the City or its residents. By state law, housing may include a foster home as designated through HSTPC's Foster Volunteer Program. Open investigations of cruelty, potentially dangerous or dangerous dog cases require approval by any ACO prior to placing the animal in a foster home.
- 2. The City shall:
 - a. provide notice of impound per to the owner and at the ACO's discretion and as resources are available perform search efforts as defined by City protocol, to locate owners in the field, prior to bringing animals into the shelter. If no owner can be detected for a stray animal, or if at the ACO's discretion the ACO impounds the animal, ACOs will provide the address or general vicinity of where the animal was found on the intake form for HSTPC to use as follow-up assistance in locating the animal owner.
 - b. completely and accurately perform the following tasks required for shelter admission:
 - Move animals safely and humanely from ACO vehicle into intake area and then into shelter housing following intake procedures.
 - Complete intake records to include:
 - Description of animal's health and/or temperament.
 - Contact information (animal, property owner or caretaker of a property, vet, ACO, etc.) and efforts made to find owner.
 - Address animal was located (cross streets if physical address number is not applicable).
 - Hold and release information, if special instructions apply
 - Veterinary records (if the animal has been discharged from an animal hospital).
 - In cases of bites, attacks on other animals, or aggressive incidents: enter, into shelter software, known information on the incident and injuries.
 - Place cats and very small animals into carriers and conduct intake procedures in the HSTPC designated intake rooms and then hand over the animals to HSTPC staff. Move to a clean carrier if needed (due to soiling with feces, urine, vomit, etc).
 - Place dogs in designated intake hold or receiving kennels and conduct intake procedures and alert staff of the dog's presence.

- After completing intake procedures, provide animals with water for dogs or other animals at the ACO's discretion when the animal is in night hold or receiving holding areas. HSTPC staff will advise on Limited Companion animal special housing requirements.
- c. provide, when possible, 24-hour advance notification for cases involving 3 to 6 animals being brought to the shelter by ACOs. For cases larger than 6 20 animals, provide a minimum of 72 hours notice, and for cases over 20 animals provide a minimum of 14 days notice.
- 1. Intake of Dogs

The HSTPC shall:

- a. accept dogs that are brought in by the City, and its residents who find stray dogs within the City.
- b. be allowed to place animals into temporary foster homes during the mandatory stray hold period. With the exception of animals under a current investigation or confiscate cases which will be decided after discussion with the ACO.

The City Shall:

- a. return dogs who have an identified owner back to that owner directly, whenever possible at the discretion of the ACO.
- 2. Intake of Cats

The HSTPC shall:

- a. accept feral cats with only the expectation of returning the animal to the field under the Trap-Neuter-Return (TNR) program, or in cases of bite holds and injured animals, or where significant injury or illness is identified.
- b. accept stray cats and unhealthy/unstable feral or community cats that are brought in by the City and its residents.
- c. not be required to hold cats that are identified as feral or eligible to be part of a TNR program for the mandatory stray hold. HSTPC will determine whether a change in the pathway is appropriate and if the animal is eligible to be placed into an adoption program. Permission for TNR is not required for feral cats brought in from ACO's, only from residents, where applicable (see aforementioned).
- d. accept sick or injured cats, including those caught in a trap, to prevent cruelty to animals and ensure that the cat is spayed/neutered and vaccinated before going back out to the community. Notwithstanding the prior sentence, the Parties acknowledge that the HSTPC shall not accept healthy feral/community cats that cannot be returned to where they came from and in

accordance with RCW Title 16, unless the cat is causing serious harm to a citizen. More than five cats requires discussion between ACO and HSTPC.

- e. have the sole discretion to return any animal to the animal's owner or caretaker of a feral cat.
- f. be allowed to place animals into temporary foster homes during the mandatory stray hold period at the discretion of HSTPC per state law HB1234.

The City Shall:

- a. return cats who have an identified owner back to that owner directly, whenever possible at the discretion of the ACO.
- 3. Intake of Owner-Surrendered Animals

The HSTPC shall:

- a. accept owner-surrendered animals from City residents. The HSTPC may provide assistance and educational services to assist the owner in re-homing the animal(s) and/or to keep the animal in the home. HSTPC may defer intake based on capacity constraints or disease outbreak in the shelter.
- b. accept all owner surrenders, without requiring an appointment, for City residents that have emergency needs.
- c. be allowed to place immediately, animals surrendered by their owners, once spayed/neutered, to ensure a live outcome including, without limitation, adoption, foster, transfer, or transport programs. Or euthanize immediately, if deemed necessary for unstable, medical, or behavioral reasons.

Intake of Animals with concern for the Community Safety

The HSTPC shall:

- a. reserve the right to determine placement on any animal that the HSTPC takes possession of. In doing so, the HSTPC agrees to comply with RCW 16.08.070.
- b. not adopt out, unless there are mitigating circumstances, dogs that meet criteria for "dangerous" dogs.
- c. follow a formal review process for any dog that meets the criteria for "potentially dangerous dog" and use discretion in determining if the dog is a candidate for adoption or transfer.
- d. use a formal protocol to identify and manage animals at high risk of causing harm to shelter personnel or the public and will not adopt these animals out.

The City shall:

- a. state in the animal's record in HSTPC software when they consider the dog's behavior to meet the criteria of "dangerous" or "potentially dangerous" and provide details to support this assertion.
- b. provide information on the dog's behavior that effect staff and volunteer safety while handling and caring for the dog.
- 4. Intake of Limited Companion Animals

The HSTPC shall:

- a. permit the intake of live animals, considered "Limited Intake Animals" when possible, otherwise animals outside the definition of companion animal will be booked in as an owner requested euthanasia by the City.
- b. accept Poultry (Roosters excluded) in limited quantities (no more than 2 at the shelter at one time) for a maximum of 3 days after which they will be removed by ACOs.
- c. accept domesticated rodents and small mammals at a limit of five total in the shelter at one time. Once the total number in the shelter is reduced below five, additional animals can be received.

G. VETERINARY SUPPORT

- 1. HSTPC shall:
 - a. provide veterinarian services during business hours to provide adequate veterinary care to all shelter pets; however, in the event that HSTPC does not have a veterinarian on duty, HSTPC shall immediately inform the City of the expected duration.
 - b. provide a veterinary examination and medical diagnostics considered relevant to the condition of the animal at the time of admission, based on veterinary discretion.
 - c. provide a veterinary examination and medical diagnostics for animals involved in cruelty investigation, upon request of ACOs, and when possible, within 24 hours of being admitted to the shelter. Cruelty investigations requested after this timeframe will be considered but not guaranteed. This service will be offered for cases of up to 6 animals and may be repeated weekly as deemed necessary by HSTPC's Veterinary staff. HSTPC's veterinarian may recommend testing needed to support cruelty investigations.
 - d. provide spay and neuter services for dogs and cats prior to adoption unless the shelter veterinarians advise against this procedure for medical reasons.
 - e. maintain a current Washington Board of Pharmacy license to purchase and dispense appropriate drugs and comply with all Federal and State regulations concerning the handling of controlled substances for the purpose of animal euthanasia.

- 2. The City shall:
 - a. be responsible for all emergency care (for animals exhibiting conditions outlined in definitions section) of any animal that it impounds including diverting the animal to and transporting the animal from any veterinary clinic to HSTPC once the animal is stabilized, until HSTPC takes ownership of the animal
 - b. be responsible for transporting an animal from HSTPC to emergency care should the medical need arise for confiscated animals or animals that are brought to the shelter before receiving required emergency care until the HSTPC takes ownership of the animal.
 - c. be responsible for payment of care for impounded animals taken by the City to veterinary clinics by its ACO's and for all emergency care required prior to admittance to the veterinary or during admittance for confiscated animals.
 - d. provide medical records and history with an animal who received veterinary care outside of HSTPC. Notify the receiving and/or veterinary teams of their arrival prior to arriving at the shelter when possible.
 - e. when possible, prior to leaving an animal that received emergency treatment before being transported to the shelter, consult with a shelter veterinarian to discuss the status of the animal.
 - f. provide, when possible, 24-hour advance notification for cruelty cases involving 3 to 6 animals. Cases larger than 6 animals or animals needing detailed history and/or physical exams will be performed by an outside veterinarian of the City's choice. Costs associated with any additional exams and/or diagnostics beyond the initial intake will be billed separately to the City.

H. DISPOSITION OF UNCLAIMED ANIMALS

The HSTPC shall:

- a. make all reasonable attempts to reunite stray animals with their owners when identified.
- b. hold impounded animals awaiting disposition by the courts or held as directed by the City for a maximum of 3 days without additional charge. After 3 days, boarding fees will be charged to the City at the rate established in section L.
- c. after the stray hold period has expired, assume full rights and responsibility for the final disposition of the animal. This may include adoption, transfer to an approved adoption or rescue agency, or euthanasia.
- d. provide disposal (cremation) services for deceased companion animals and Limited Companion animals upon arrival or during the time of sheltering. Euthanasia will be carried out by certified euthanasia technicians, which may include shelter staff or ACOs under the provisions established by Washington State law.
- e. spay or neuter and microchip dogs and cats as a condition of adoption, subject to the veterinarian's discretion due to the impact to the animal's health and condition.
- f. reserve the right to determine placement on any animal that the HSTPC takes possession of. In doing so, the HSTPC agrees to comply with Title 16 RCW.

I. LICENSING

- 1. The HSTPC shall:
 - a. provide licensing services for dogs and cats adopted or impounded at the HSTPC shelter whose owner resides within the City. The license service for impounded and adopted animals shall be provided during HSTPC business hours.
 - b. maintain complete and adequate records of all licenses issued and provide a timely electronic report to the City listing the name, address of the licensee, license tag number, microchip number if applicable, and a description of the animal licensed.
- 2. The City shall:
 - a. provide HSTPC with all licenses and licensing material for the City and other entities with whom the City has contracted with.
 - b. allow the HSTPC to retain 100% of all license fees sold, adoption, impound, board, fines and other fees collected from the public for animals accepted into the shelter since the HSTPC has factored retention of such fees into the cost of the contract.

J. ADMINISTRATION

- 1. HSTPC shall:
 - a. establish and maintain records with respect to all matters related to the performance of this Contract for the time period starting with an animal being brought to the HSTPC up to the point that the HSTPC is no longer providing services under this Contract regarding such animal. Veterinary records are maintained according to Washington state law for a period of two years but can be transferred to the City after this time period, upon request and upon release by the veterinarian prior to the two-year retainment period. Except as otherwise authorized by the City, the HSTPC shall either retain all other

animal records for a period of 6 years after receipt of the final payment under this Contract or as an alternative provide them all to the City once the Contract terminates.

- b. promptly make its records of investigations available for the City's inspection at reasonable times, and to furnish reports of HSTPC's activities to the City, and to provide, within reason, such other data as the City requests and as may be inspected or requested by other entities with whom the City has contracted. This means the HSTPC at such times and in such form as the City may require, shall furnish the City with periodic reports pertaining to the work and services undertaken pursuant to this Agreement. HSTPC will make available to the City all work-related records and documents for inspection, or evaluation during normal business hours to assess performance, compliance and/or quality assurance under this Agreement. Examination of veterinary records shall be in accordance with WAC 246-933-320 (8 and 9) and WAC 246-08-400, which govern the legal handling of veterinary records and permits the charging of fees for producing those records.
- c. cooperate with any civil or criminal investigations by the City and to make its employees available for interviews conducted in the furtherance of such investigations.
- d. collect and safeguard impound fees upon redemption of any stray animal, as established by each jurisdiction. Collection of fees shall be recorded in shelter's data management system.
- e. have the authority to allow limited discounts and/or fee waivers, in the event an owner is unable to pay full redemption fees.
- f. meet quarterly with the City to review and resolve any issues or concerns.
- g. maintain confidentiality related to records and information and use discretion in conversations with the public.

K. MUTUAL TERMS

- To hold the HSTPC harmless and defend and indemnify from any damages or attorneys' fees or costs incurred by the HSTPC, as a result of any litigation and/or claim which (a) names the HSTPC and/or (b) involves a City ordinance that is declared illegal or unenforceable and upon which the HSTPC relied in the performance of its obligations under this agreement.
- 2. Non-discrimination. HSTPC and the City agree to take all steps necessary to comply with all federal, state and City of Fircrest laws and policies regarding nondiscrimination and equal employment opportunities on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age marital status, familial status, or the presence of any sensory, mental, or physical handicap or on the basis of any other protected class identified under federal, state or City of Fircrest laws and policies. HSTPC and the City shall not

discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age marital status, familial status, or the presence of any sensory, mental, physical handicap or any the basis of any other protected class identified under federal, state, or City of Fircrest laws and policies.

- 3. Insurance. The HSTPC will procure and maintain comprehensive general liability insurance, and professional liability insurance with limits not less than \$1,000,000.00 (\$1,000,000.00 bodily and personal injury and property damage insurance). The City is to be named as an additional insured as respects this Agreement and such insurance as is carried by the HSTPC is primary over any insurance carried by the City. In the event of a nonrenewal, cancellation, or material change in the coverage provided, 30 days' written notice will be furnished to the City prior to the date of nonrenewal, cancellation, or change. The City of Fircrest has no obligation to report occurrences unless a claim is filed with the City, and the City has no obligation to pay premiums on such insurance.
- 4. Indemnifications and Hold Harmless. The HSTPC agrees to hold harmless, indemnify and defend the City and its officers, officials, agents, volunteers, and employees from any claim, liability, lawsuit, or legal judgment arising from or out of the negligent or tortuous actions or inactions of the HSTPC in its performance of the activities and services set forth herein in this agreement to be performed by the HSTPC. The Agreement to indemnify, defend and hold harmless the City by the HSTPC shall not apply to any loss, claim, liability, lawsuit or legal judgment arising from the negligence of the City.
- 5. HSTPC specifically assumes potential liability for actions brought by the HSTPC's own employees against the City and, solely for the purpose of this indemnification and defense, the HSTPC specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE HSTPC RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.
- 6. Independent Contractor Status. The services and deliverables shall be furnished by the HSTPC as an independent contractor, and nothing herein contained shall be construed to create an employer and employee relationship. The HSTPC shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Agreement, unless stated otherwise in this Agreement. No payroll or employment taxes of any kind shall be withheld or paid by the City with respect to payments to the HSTPC. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of the HSTPC status as an independent contractor hereunder, no workers' compensation insurance has been or will be obtained by the City on account of the HSTPC.
- Conflict of Interest. HSTPC will comply with all federal, state, and City of Fircrest conflict of interest laws, statuesstatutes, and regulations.

L. COMPENSATION

The HSTPC shall:

- 1. Calculate a year-end reconciliation invoice using the rate of \$430.48 for 2025 multiplied by the actual census of total live animal intakes*. The reconciliation invoice for 2026 will use the rate of \$430.48 times the CPI calculated as outlined in L.6 and multiplied by the actual census of total live animal intakes. The reconciliation invoice for 2027 will use the 2026 rate times the CPI increase applicable for 2027, multiplied by the actual census of total live animal intakes. The reconciliation invoice for 2028 will use the 2027 rate times the CPI increase applicable for 2028, multiplied by the actual census of total live animal intakes. The reconciliation invoice could be lower or higher based upon actual live intakes for the year resulting in a payment due by the City or a credit due to the City.
 - a. *Limited companion animals will be calculated by the housing unit needed (i.e., multiple animals sheltered in one housing unit will be charged as one intake.)
- 2. Send the reconciliation invoice to the City for
 - a. 2025 by January 15th, 2026
 - b. 2026 by January 15th, 2027
 - c. 2027 by January 15th, 2028
 - d. 2028 by January 15th, 2029
- 3. Credit the February invoice amount due in L.3, if the prior year's reconciliation invoice is calculated to be an amount lower than what was paid by the City in the applicable year. HSTPC may provide a refund, if contract is not extended or upon written request by the City.

The City shall:

- 1. Pay to the HSTPC a total of approximately \$9,470.56, for the services outlined herein for 2025. The amount will be paid monthly at a rate of 1/12th of the annual Agreement price (\$789.21 per month). The 2025 amount is calculated using a rate of \$430.84 multiplied by the estimated intake of animals in 2024 of 22 (based on actual Jan June 2024 of 11).
- 2. Make payments on or before the 10th of each month, with the final 2025 payment due by January 10, 2026. Any payment in full over 60 days late may cause a suspension of service and will automatically be charged a 1% penalty.
- 3. Pay the reconciliation invoice calculated in L.1 within 30 days of receiving the invoice.
- 4. Pay for the care for impounded animals taken by the City after hours to veterinary clinics by its ACOs and any costs associated with additional lab tests referred to in the City Section G.2.ec.

- 5. Pay to HSTPC monthly boarding fees for impounded animals boarded more than 3 days, awaiting disposition by the courts or held as directed by the City, at the daily rate of \$51.30 per day in 2025, in addition to the fees charged in section L.1.
- 6. Calculate the standard for annual price increase to the monthly contract payment and boarding fees for 2026 based on the 12-month CPI-U for Seattle/Tacoma/Bremerton equal to the change in the June 2025 index with a floor of one percent (1%) and capped at five percent (5%). CPI will be applied to the 2025 rate of \$430.48 and multiplied by the actual animal intake census for 2025.
- 7. Calculate the standard for annual price increase to the monthly contract payment and boarding fees for 2027 based on the 12-month CPI-U for Seattle/Tacoma/Bremerton equal to the change in the June 2026 index with a floor of one percent (1%) and capped at five percent (5%). CPI will be applied to the 2026 rate and multiplied by the actual animal intake census for 2026.
- 8. Calculate the standard for annual price increase to the monthly contract payment and boarding fees for 2028 based on the 12-month CPI-U for Seattle/Tacoma/Bremerton equal to the change in the June 2027 index with a floor of one percent (1%) and capped at five percent (5%). CPI will be applied to the 2027 rate and multiplied by the actual animal intake census for 2027.
- 9. Pay costs pursuant to section G.2.ec. of the City section associated with any additional medical diagnostics. They will be billed separately to the City at the same rate the lab bills HSTPC.
- 10. Under this Agreement not exceed an annual compensation of \$xxx 20,000 without a written and properly executed Amendment to the Agreement. In the event that additional funds are necessary to pay for costs or expenses authorized under this Agreement, the Parties shall execute the necessary amendment.

MUTUAL COVENANTS AND UNDERSTANDINGS – both parties hereto agree to the following conditions:

- 1. <u>Governing Law and Venue</u>. Washington law shall govern the interpretation of this Agreement. Pierce County shall be the venue of any mediation, arbitration, or litigation arising out of this Agreement.
- 2. <u>Termination or Renewal</u>. Either party can terminate this Agreement upon 180 days' written notice, provided that either party may terminate this upon 60 days' written notice for breach of any material clause herein. To facilitate timely renewal or termination, the parties agree to commence negotiations for the 2029 Agreement by June 1, 2028, and to gather and provide to each other all pertinent data reasonably necessary to meaningfully negotiate unless the parties agree to extend the contract for one additional two-year term, which then the parties agree to commence negotiations for the 2031 Agreement by June 1, 2030.

- 3. <u>Modification</u>. This contract constitutes the entire Agreement between the parties and supersedes all prior agreements. No modification or amendment shall be valid, binding or enforceable unless a written Amendment is properly executed by both parties. In the event either party shall desire to renegotiate any provision of the agreement, the party shall provide 90 days' notice of the term(s) in question and the proposed renegotiated terms to the other party. The notice shall identify the provision or provisions to be renegotiated, the requested changes, and shall state the reasons for the request. The party receiving the request shall respond in writing on or before the end of the 90-day period.
- 4. <u>Notices</u>. Except for routine operational communications, which may be delivered personally or transmitted by electronic mail all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, <u>potage_postage</u> prepaid to the parties at the following addresses:

Notice to the City shall be sent to:

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

Notice to the HSTPC shall be sent to:

Leslie Dalzell, CEO 2608 Center Street Tacoma, WA 98409

- 5. <u>Litigation Costs and Fees</u>. In the event of litigation concerning the terms of or performance under this Agreement, the prevailing party, in addition to costs, shall be entitled to reasonable attorney's fees as determined by the court or arbitrator.
- 6. <u>Benefits</u>. This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.
- 7. <u>Regulations and Requirements</u>. This Agreement shall be subject to all applicable laws, rules, and regulations of the United States of America, the State of Washington, and the City of Fircrest.
- 8. <u>Public Disclosure.</u> The State of Washington's Public Records Act (Release/Disclosure of Public Records). Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the City of Fircrest are considered public records. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material.

The State of Washington's Public Records Act requires that public records must be promptly disclosed by the City upon request unless an RCW or another Washington State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law (Reference RCW 42.56 and RCW 19.108).

In the event the City receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and the Society has complied with the requirements in this Section to mark all content considered to be confidential or proprietary, the City agrees to provide HSTPC a minimum of ten (10) days written notice of impending release.

The City will not assert an exemption from disclosure on HSTPC's behalf. If HSTPC believes that its records are exempt from disclosure, The HSTPC is obligated to seek an injunction under RCW 42.56.540.

Should legal action thereafter be initiated by HSTPC to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by the HSTPC, including any damages, attorney fees or costs awarded by reason of having opposed disclosure.

HSTPC acknowledges that the City shall have no obligation nor liability where notice was provided and the HSTPC took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to the HSTPC according to the "Notices" provision herein.

If HSTPC provides the City with records that HSTPC considers confidential or proprietary, HSTPC must mark all applicable pages of said record(s) as "Confidential." If HSTPC fails to so mark record(s), then (1) the City, upon request, may release said record(s) without the need to satisfy the notice requirements above; and (2) HSTPC expressly waives its right to allege any kind of civil action or claim against the City pertaining to the release of record(s) identified in this section.

- 9. <u>Dispute Resolution</u>. In the event of a dispute pertaining to this Agreement, the parties agree to attempt to negotiate in good faith an acceptable resolution. Prior to filing any lawsuit or claim, the parties shall engage in mediation before a qualified mediator, such as JAMS or similar. This provision does not limit either party's right to terminate as authorized by this Agreement.
- 10. <u>Severability and Survival.</u> If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

11. <u>Entire Agreement.</u> This instrument contains the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Agreement are superseded here

DATED this ____ day of _____, 2025.

THE HUMANE SOCIETY FOR TACOMA AND PIERCE COUNTY **CITY OF FIRCREST**

Leslie Dalzell, CEO

Dawn Masko, City Manager

Approved as to Form:

Joanna Eide, City Attorney

Attest:

Arlette Burkhart, City Clerk

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Fircrest Animal Report - 2023

Animals Received

<u>Live</u>		Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Total YTD
	Dog	1	0	0	0	1	1	1	1	0	1	0	0	6
	Cat	0	1	2	0	0	0	0	2	0	0	2	0	7
	Exotic	0	0	0	0	0	0	0	0	0	0	0	0	0
	Subtotal	1	1	2	0	1	1	1	3	0	1	2	0	13
	Rabbit	0	0	0	0	0	0	0	0	1	0	0	0	1
	Rodent	0	0	0	0	0	0	0	0	0	0	0	0	0
	Subtotal	0	0	0	0	0	0	0	0	1	0	0	0	1
	Total	1	1	2	0	1	1	1	3	1	1	2	0	14
0														
Owner Su		4	0	4	0	0	4	0	4	0	2	0	4	7
	Dog	1	0	1	0	0	1	0	1	0	2	0	1	7
	Cat	0	0	0	2	0	0	0	3	1	0	1	0	7
	Exotic	0	0	0	0	0	0	0	0	0	0	0	0	0
	Rabbit	0	0	0	0	0	0	0	0	0	0	0	0	0
	Rodent	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total	1	0	1	2	0	1	0	4	1	2	1	1	14
DOA ACO														
	Dog	0	0	0	0	0	0	0	0	0	0	0	0	0
	Cat	0	0	0	0	0	0	0	0	0	0	0	0	0
	Exotic	0	0	0	0	1	0	0	1	0	1	0	0	3
	Rabbit	0	0	0	0	0	0	0	0	0	0	0	0	0
	Rodent	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total	0	0	0	0	1	0	0	1	0	1	0	0	3
Grand Tot	al	2	1	3	2	2	2	1	8	2	4	3	1	31
Animal Ou	itcomos													
Annal O	itcomes													
Animals P	laced	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Total YTD
	Dog	0	0	0	0	0	0	1	1	0	0	0	1	3
	Cat	0	1	0	1	0	0	0	5	0	0	2	0	9
	Exotic	0	0	0	0	0	0	0	0	0	0	0	0	0
	Rabbit	0	0	0	0	0	0	0	0	0	0	1	0	1
	Rodent	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total	0	1	0	1	0	0	1	6	0	0	3	1	13

Animals United with Owners

Dog	1	0	0	0	1	0	1	1	0	1	0	0	5
Cat	0	0	2	0	0	0	0	0	0	0	0	0	2
Exotic	0	0	0	0	0	0	0	0	0	0	0	0	0
Rabbit	0	0	0	0	0	0	0	0	0	0	0	0	0
Rodent	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	1	0	2	0	1	0	1	1	0	1	0	0	7

Animals Euthanized

Dog	1	0	1	0	0	1	0	0	0	2	0	0	5
Cat	0	0	0	1	0	0	0	0	1	0	1	0	3
Exotic	0	0	0	0	0	0	0	0	0	0	0	0	0
Rabbit	0	0	0	0	0	0	0	0	0	0	0	0	0
Rodent	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	1	0	1	1	0	1	0	0	1	2	1	0	8

Deceased Animals

useu Ammuis													
Disposal	0	0	0	0	1	0	0	1	0	1	0	1	4
Died	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	1	0	0	1	0	1	0	1	4

Grand Total 2 1 3 2 2 1 2 8 1 4 4 2

Fircrest Animal Report - 2024

Animals Received

Live	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Total YTD
Dog	0	0	3	1	0	0	1	0	0	0	0	1	6
Cat	0	0	0	1	0	0	0	2	1	0	0	9	13
Exotic	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal	0	0	3	2	0	0	1	2	1	0	0	10	19
Rabbit	0	0	0	0	0	0	0	0	0	0	0	0	0
Rodent	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	3	2	0	0	1	2	1	0	0	10	19
Owner Surrender													
Dog	1	1	0	1	0	1	0	2	0	1	0	1	8
Cat	1	0	0	1	0	0	1	2	0	1	0	1	7
Exotic	0	0	0	0	0	0	0	0	0	0	0	0	0
Rabbit	0	0	0	0	0	0	0	0	0	0	0	0	0
Rodent	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	2	1	0	2	0	1	1	4	0	2	0	2	15
DOA ACO	0	0	0	0	0	0	0	0	0	0	0	0	0
Dog	0	0	0	0	0	0	0	0	0	0	0	0	0
Cat Exotic	0	0	0	0	0	0	2	0	0	0	0	1	3
Rabbit	0	0	0	0	0	0		0	0	0	0	0	3 0
							0	0		0	0		
Rodent Total	0	0	0	0	0	0	0	0	0	0	0	0	0 3
	. <u></u>	•											
Grand Total	2	1	3	4	0	1	4	6	1	2	0	13	37
Animal Outcomes Animals Placed	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Total YTE
Dog	0												
Cat		0	1	0	0	0	0	0	0	0	0	0	1
	0	0	0	1	0	0	0	0	1	0	0	2	1 4
Exotic	0 0	0 0	0 0	1 0	0 0	0 0	0	0 0 0	1 0	0 0	0 0	2 0	1 4 0
Exotic Rabbit	0 0 0	0 0 0	0 0 0	1 0 0	0 0 0	0 0 0	0 0 0	0 0 0 0	1 0 0	0 0 0	0 0 0	2 0 0	1 4 0 0
Exotic Rabbit Rodent	0 0 0 0	0 0 0 0	0 0 0 0	1 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0 0	1 0 0 0	0 0 0 0	0 0 0 0	2 0 0 0	1 4 0 0 0
Exotic Rabbit	0 0 0	0 0 0	0 0 0	1 0 0	0 0 0	0 0 0	0 0 0	0 0 0 0	1 0 0	0 0 0	0 0 0	2 0 0	1 4 0 0
Exotic Rabbit Rodent Total	0 0 0 0	0 0 0 0	0 0 0 0	1 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0 0	1 0 0 0	0 0 0 0	0 0 0 0	2 0 0 0	1 4 0 0 0
Exotic Rabbit Rodent Total	0 0 0 0	0 0 0 0	0 0 0 0	1 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0 0	1 0 0 0	0 0 0 0	0 0 0 0	2 0 0 0	1 4 0 0 0
Exotic Rabbit Rodent Total Animals United with Owners	0 0 0 0	0 0 0 0	0 0 0 1	1 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	1 0 0 0 1	0 0 0 0	0 0 0 0	2 0 0 0 2	1 4 0 0 0 5
Exotic Rabbit Rodent Total Animals United with Owners Dog	0 0 0 0	0 0 0 0	0 0 0 1 2	1 0 0 1 1	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0 0	1 0 0 1	0 0 0 0	0 0 0 0	2 0 0 2 2	1 4 0 0 5 5
Exotic Rabbit Rodent Total Animals United with Owners Dog Cat	0 0 0 0	0 0 0 0	0 0 0 1 2 0	1 0 0 1 1 0	0 0 0 0	0 0 0 0 0	0 0 0 0 0	0 0 0 0 0 1 1	1 0 0 1 0 0	0 0 0 0 0	0 0 0 0	2 0 0 2 0 0	1 4 0 0 5 4 1
Exotic Rabbit Rodent Total Animals United with Owners Dog Cat Exotic	0 0 0 0 0	0 0 0 0 0	0 0 1 2 0 0	1 0 0 1 1 0 0	0 0 0 0 0	0 0 0 0 0	0 0 0 0 0	0 0 0 0 0 1 1 0	1 0 0 1 0 0 0 0	0 0 0 0 0	0 0 0 0 0	2 0 0 2 0 0 0 0	1 4 0 0 5 5 4 1 0

Animals Euthanized

Total

Dog	1	1	0	1	0	1	0	2	0	1	0	1	8
Cat	1	0	0	1	0	0	0	4	0	1	0	0	7
Exotic	0	0	0	0	0	0	0	0	0	0	0	0	0
Rabbit	0	0	0	0	0	0	0	0	0	0	0	0	0
Rodent	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	2	1	0	2	0	1	0	6	0	2	0	1	15

Deceased Animals

cuscu Annuis														
Disposal		0	0	0	0	0	0	2	0	0	0	0	1	3
Died		0	0	0	0	0	0	0	0	0	0	0	0	0
	Total	0	0	0	0	0	0	2	0	0	0	0	1	3

<u>Grand Total</u> 2 1 3 4 0 1 2 8 1 2 0 4 2
--

						2024 Projected	2025 Projected
Actual co	sts 2019-2025 F	Projected				costs	Costs
animal care staff (reduced to 3 days of care)	268,909	188,214	286,672	275,181	385,610	472,298	516,746
Initial care staff (reduced to 5 days of care)	208,909 197,225	246,099	189,426	275,181 241,369	233,364	380,629	414,652
Veterinary staff	1,061,970	1,190,703	1,234,540	-	233,304 1,676,746		1,787,997
Foster Care staff (reduced to 3 days of care)	1,001,970	36,313	1,254,540 55,519	1,447,639 55,932	77,887	1,648,636 45,516	49,588
Outreach staff (dedicated to reduce animals coming into the	- 87,854	106,410	240,446	273,229	308,226	260,346	286,932
shelter)	87,834	100,410	240,440	273,229	506,220	200,340	280,95.
Volunteer Manager	43,136	47,032	51,248	75,301	73,925	150,769	164,259
TNR Costs	-	-	-	-	-	94,295	101,887
Food & Supplies (reduced to 3 days of care)	60,033	25,964	74,284	104,554	102,631	66,862	70,205
Medicine and Medical Supplies	418,259	330,154	339,172	378,019	490,236	461,000	484,050
Deceased Animal cost	44,093	21,324	21,324	21,324	21,324	21,324	22,390
Website/RTO costs	502	5,105	3,053	3,266	-	8,288	8,702
Office, uniform, education & training, software, building	167,760	185,702	199,476	252,016	294,442	324,852	341,095
costs, etc	2,349,742	2,383,019	2,695,160	3,127,832	3,664,391	3,934,814	4,248,500
Less: income received from community to cover costs	(100 710)	(76.204)	(02.005)	(404 222)	(02.220)	(40,000)	(40.00)
License Revenue	(108,718)	(76,384)	(93,605)	(101,323)	(93,320)	(48,000)	(48,000
Drop Off Fees	(30,180)	(12,535)	(17,180)	(13,668)	(17,361)	(18,300)	(18,300
Impound Fees	(42,820) (181,718)	(30,568) (119,486)	(34,632) (145,417)	(32,425) (147,416)	(24,879) (135,561)	(28,900) (95,200)	(28,900 (95,20 0
-	2460.024	2 262 522	2 540 742	2 000 446	2 520 024	2 020 644	4 4 5 2 2 0 0
Total cost of support to the municipalities	2,168,024	2,263,533	2,549,743	2,980,416	3,528,831	3,839,614 9%	4,153,300
Percentage increase		4%	13%	17%	18%	9%	8
Total Animal Intake	9,425	8,265	9,002	9,849	10,095	9,578	9,578
— Total Animal Intake, less Pierce County (for license rev credit)	9,425	8,265	9,002	9,849	10,095	5,884	5,884
Cost per animal to all municipalities except Pierce County	230.03	273.87	283.24	302.61	349.56	397.73	430.48
Percentage increase		19%	3%	7%	16%	14%	8
ntake (1 staff member dedicated to PC intake)	74,316	53,082	64,821	72,000	63,522	63,655	69,337
Add back license fee revenue						8.16	8.16
Additional Costs to Pierce County	74,316	53,082	64,821	72,000	63,522	63,663	69,345
Pierce County animal intake	3,910	3,405	3,773	3,775	3,760	3,370	3,370
Additional cost per animal to Pierce County	19.01	15.59	17.18	19.07	16.89	18.89	20.58
Cost per animal to Pierce County	249.04	289.46	300.42	321.68	366.46	416.62	451.06
Percentage increase		16%	4%	7%	14%	14%	8
Daily rate, includes a 10% coverage of administrative costs	35.48	35.42	38.01	39.50	44.07	49.24	51.30

Comparison of Contract Cost to Actual Cost

			2019		
		_			
		Actual	# of	What Contract	
	Contract Cost	Cost per	animals intake	Cost Should have been	Varianco
Pierce County	Contract Cost 614,012.04	Animal \$ 249.04	Intake 3910	973,729.91	Variance (359,717.87)
City of Tacoma	485,000.04	\$ 249.04 \$ 230.03	3661	973,729.91 842,136.49	(357,136.45)
Lakewood	140,529.96	\$ 230.03	914	210,246.59	(69,716.63)
	110,020100	<i>¥</i> 200100	511	210)210100	(00)/ 20100/
			2020		
		A I			
		Actual	# of	What Contract	
	Contract Cost	Cost per Animal	animals intake	Cost Should	Variance
Pierce County	632,432.04	\$ 289.46	3405	have been 985,608.72	(353,176.68)
City of Tacoma	499,549.92	\$ 289.40 \$ 273.87	3403	897,744.84	(398,194.92)
Lakewood	144,745.80	\$ 273.87 \$ 273.87	796	218,000.27	(73,254.47)
		+			(10)20
			2021		
		Actual Cost por	# of	What Contract	
	Contract Cost	Cost per Animal	animals intake	Cost Should have been	Variance
Pierce County	692,513.04	\$ 300.42	3773	1,133,492.57	(440,979.53)
City of Tacoma	612,462.00	\$ 283.24	3421	968,970.32	(356,508.32)
Lakewood	150,536.04	\$ 283.24	756	214,130.83	(63,594.79)
		7			(00)00
			2022		
		A	<i>u _ f</i>	What Canton at	
		Actual	# of animals	What Contract Cost Should	
	Contract Cost	Cost per Animal	intake	have been	Variance
Pierce County	727,137.96	\$ 321.68	3775	1,214,356.69	(487,218.73)
City of Tacoma	670,644.00	\$ 302.61	3980	1,204,391.70	(533,747.70)
Lakewood	161,826.00	\$ 302.61	958	289,901.32	(128,075.32)
				,	
			2023		
		Actual	# of	What Contract	
	Contract Cost	Cost per	animals	Cost Should	Variance
Diarca County	Contract Cost	Animal \$ 364.36	intake 3760	have been	Variance
Pierce County City of Tacoma	763,494.96 724,299.96	\$ 364.36 \$ 349.56	3491	1,370,002.27 1,220,321.73	(606,507.31) (496,021.77)
Lakewood	175,581.00	\$ 349.50 \$ 349.56	768	268,463.79	(92,882.79)
Lancewood	175,501.00	<i>Ş</i> 313.30	/00	200,103.75	(32,002.73)
			2024		
		م. احد ا	μ _f	What Contract	
		Actual	# of	What Contract	
	Contract Cost	Cost per Animal	animals intake	Cost Should have been	Variance
Pierce County	801,669.96	\$ 414.96	3370	1,398,429.48	(596,759.52)
City of Tacoma	757,618.20	\$ 414.90 \$ 397.73	3734	1,398,429.48	(727,514.12)
Lakewood	185,413.54	\$ 397.73 \$ 397.73	778	309,435.71	(124,022.17)
			,,,,	230, 30.71	(,•,
			2025		
		Actual	# of	What Contract	
		Cost per	animals	Cost Should	No.
	Contract Cost	Animal	intake	have been	Variance
D '		A 481 AV			
Pierce County	832,133.42	\$ 451.06	3760	1,695,985.85	(863,852.44)
Pierce County City of Tacoma Lakewood		\$ 451.06 \$ 430.48 \$ 430.48	3760 3491 768	1,695,985.85 1,502,815.97 330,610.90	(863,852.44) (716,408.28) (136,297.51)

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS:	Resolution Authorizing the Execution of a Collective Bargaining Agreement with Teamsters Local Union No. 117
ITEM:	13B
DATE:	July 8, 2025
FROM:	Dawn Masko, City Manager

RECOMMENDED MOTION: I move to adopt Resolution No. _____ authorizing the City Manager to execute a Collective Bargaining Agreement with Teamsters Local Union No. 117 for the period of January 1, 2025, through December 31, 2027.

PROPOSAL: The Council is being asked to authorize the City Manager to execute a Collective Bargaining Agreement (CBA) with Teamsters Local Union No. 117 covering the period from January 1, 2025, through December 31, 2027.

FISCAL IMPACT: Upon ratification by both parties, the following fiscal modifications to the contract will take effect:

- A general wage increase of 3.6% for all classifications, based on wage rates in effect as of December 31, 2024.
- A one-time, grossed-up ratification bonus of \$500 for all classifications.
- Effective January 1, 2026, and annually thereafter for the duration of the Agreement, all classifications will receive a general wage increase based on 100% of the June-to-June Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Seattle-Tacoma-Bellevue region, with a minimum increase of 1.5% and a maximum of 3.5%.
- Weekly on-call pay will increase from \$375 to \$400.
- Holiday on-call pay will increase from \$75 to \$85.

ADVANTAGE: Approval of the CBA will conclude the bargaining process. Additionally, the outstanding grievance will be withdrawn, and the associated arbitration hearing will be cancelled.

DISADVANTAGES: None.

ALTERNATIVES: Do not approve the Collective Bargaining Agreement and continue negotiations, while also preparing for the upcoming arbitration.

BACKGROUND: On January 4, 2022, the Washington Public Employment Relations Commission certified Teamsters Local Union No. 117 as the exclusive bargaining representative for Public Works employees. The City Council approved the first Collective Bargaining Agreement (CBA) with Teamsters Local 117 on October 11, 2022, covering a term ending December 31, 2024.

In preparation for the successor agreement, the City began internal bargaining preparations in September 2024 and commenced negotiations with the Union in November 2024. Concurrently, the City and the Union worked to resolve a grievance related to contract language carried over from the Public Works employees' previous agreement with the International Brotherhood of Electrical Workers (IBEW) regarding out-of-class pay.

The tentative CBA includes revised language addressing the disputed provision, thereby resolving the issue prospectively. Upon ratification, the City Manager will also execute a Settlement Agreement with the affected employee, resulting in the formal withdrawal of the grievance and cancellation of the scheduled arbitration hearing.

A notable change in the proposed CBA is the adjustment to the Public Works office hours. Currently, standard office hours are 8:00 AM to 4:30 PM, Monday through Friday. During the summer, hours are changed to 7:00 AM to 3:30 PM, from the first Monday in May through the last Friday in September. Under the proposed agreement, office hours will instead shift to 7:00 AM to 3:30 PM in alignment with Daylight Saving Time, beginning on the Monday following the start of Daylight Saving Time and ending on the last Friday before the return to Standard Time. An ordinance amending Fircrest Municipal Code (FMC) <u>1.04.020</u> regarding Public Works facility hours will be brought forward for Council approval following ratification of the CBA.

Additionally, a Memorandum of Understanding regarding the ratification bonus is on tonight's agenda for approval, following Council action on the Collective Bargaining Agreement.

On June 26, 2025, the represented employees voted unanimously to ratify the agreement.

ATTACHMENTS: <u>Resolution</u> Collective Bargaining Agreement

1	CITY OF FIRCREST RESOLUTION NO.
2	A RESOLUTION OF THE CITY COUNCIL OF THE CITY
3	OF FIRCREST, WASHINGTON, AUTHORIZING THE
4	CITY MANAGER TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT WITH TEAMSTERS LOCAL
5	UNION NO. 117.
6 7	WHEREAS, the City of Fircrest and Teamsters Local Union No. 117 have been engaged in collective bargaining for a successor agreement to the contract that expired on December 31, 2024; and
8 9	WHEREAS, the parties have reached a tentative agreement on the terms and conditions of a new Collective Bargaining Agreement; and
10	WHEREAS, on June 26, 2025, the Teamsters bargaining unit members unanimously ratified the new Collective Bargaining Agreement with the City of Fircrest; and
11 12	WHEREAS, the Collective Bargaining Agreement is now ready for final approval and execution by the City; and
13 14	WHEREAS, the City Council finds it is in the best interest of the City to authorize the City Manager to execute the Collective Bargaining Agreement as negotiated.
15 16	NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:
17 18	Section 1. The City Manager is hereby authorized and directed to execute the Collective Bargaining Agreement with Teamsters Local Union No. 117 for the term covering January 1, 2025, through December 31, 2027.
19 20	APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 8th day of July 2025.
21	APPROVED:
22	
23	Shannon Reynolds, Mayor
24	ATTEST:
25	
26	Arlette Burkhart, City Clerk
27	APPROVED AS TO FORM:
28	Joanna Eide, City Attorney
29	Page 1 of 1 51
30	

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AGREEMENT

By and Between

TEAMSTERS LOCAL UNION NO. 117

Affiliated With The International Teamsters Union



And



CITY OF FIRCREST – PUBLIC WORKS

Term of Agreement

January 1, 2025 October 11, 2022 - December 31, 2027 2024

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CITY OF FIRCREST – PUBLIC WORKS

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ARTICLE 1 - TERMS OF AGREEMENT

1.1 <u>Date and Parties</u>. This Agreement for reference purposes only, is dated the 11th day of October 2022 and is entered into by and between the City of Fircrest, a municipal corporation under the laws of the State of Washington, and hereinafter referred to as the "Employer", and the Teamsters Local Union No. 117, affiliated with the International Brotherhood of Teamsters, herein referred to as the Teamsters or Union.

1.2 <u>Term</u>. This Agreement shall be effective on October 11, 2022 January 1, 2025 and shall continue in full force and effect until December 31, 20242027. It is the intent of the parties to this Agreement that negotiations for a successor agreement shall commence no later than six (6) months prior to the termination of the Agreement.

1.3 <u>Recognition</u>. The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time and regular part-time nonsupervisory public works employees, including but not limited to the <u>Custodian</u>, Utility Service Person <u>Land</u> II, Maintenance Worker Land, <u>Maintenance Worker</u> II, Maintenance Lead, Working Utility Foreman, <u>Public Works Office Coordinator</u>, <u>Utility Billing Assistant</u>, and Utility Billing Clerk job classes employed by the City of Fircrest, for the purposes of bargaining with_and resolving disputes with respect to wages, hours, and working conditions_and_for the resolution of disputes. The term "Employee" shall mean a member of the Bargaining Unit covered by this Agreement.

1.4 <u>Release Time for Union Business</u>. Upon request by the Union, with reasonable notice relative to the duration of the requested leave period, the Employer will reasonably approve granting of a Leave of Absence without pay, unless it interferes or impacts the City's operations, for the period covered by this Agreement, without loss of continued accrual of seniority and aggregate company service or tenure status for all purposes, to an Employee who is a member of the Union in good standing and whom the Union may desire to have engage in the business of the Union.

1.5 Cost of Certifications. If an Employee is required to have special certifications or licenses in order to be able to perform the Employee's job duties, then the Employee is responsible for obtaining the initial certifications or licenses at the Employee's expense, as a condition of continued employment. The City will pay the cost of maintaining the certification or license. Provided, the Employer will pay for the physical examination and additional licensing expense required for continued certification for a Commercial Driver's License (CDL) if a CDL is required by the Employer. This includes the physical examination either paid directly to the City-approved vendor for this purpose or in a reimbursementreimbursed to the Employee when the Employee chooses to use another physician. The reimbursement amount paid for the CDL physical examination will not exceed the amount the City pays to the City-approved vendor for this purpose. Provided further, if an Employee is requested by the Employer to obtain an additional certification or license that is not required by the Employee's job description, then the Employer shall pay the cost of acquiring and maintaining the certification or license.

ARTICLE 2 – UNION RECOGNITION

2.1 <u>Union Membership</u>. All Employees working in the bargaining unit shall have the right to become a member of the Union. Union membership is the choice of the Employee. The Employer will furnish the Employees appointed <u>into-to</u> bargaining unit positions <u>with membership materials</u> supplied by the Union. Should the City take receipt of any signed membership forms, such forms will be forwarded to the Union as soon as practicable, but in no case later than one (1) payroll cycle following the Employee's submission of a signed membership form to the City.

2.2 <u>Dues Deductions</u>. Upon receiving notice of an employee's authorization from the Union, the City will deduct from each employee's paycheck once each pay period uniform regular monthly dues and applicable application fees. Such dues and fees shall be forwarded to the Union at the address provided. An employee may revoke authorization for payroll deduction of dues, in accordance with the terms and conditions of their membership authorization, by written notice to the Union. The Union will provide the Employer with a monthly list of all employees who are eligible for cancellation. The cancellation will become effective no later than the second payroll after receipt of the notice from the Union. The formula for calculating Union dues shall be uniform in nature for each employee in order to ease the City's burden of administering this provision. The actual dues amount shall either be a flat rate for all employees, or an amount based upon the hourly rate of each employee. When an employee quits, is discharged, or is laid off, any of the foregoing amounts due will be deducted from the last payroll.

2.3 <u>Indemnity</u>. The Union and Employee shall indemnify and save the Employer harmless against any and all claims, whether or not legal action is commenced, including all legal fees associated therewith, arising directly or indirectly from the Employer's actions pursuant to this Article.

2.4 <u>Protection</u>. The City and the Union recognize and will not interfere with the right of Employees to choose to become or not become members of the Union and agrees there shall be no discrimination, interference, restraint, or coercion by the City against any Employee because of their membership in the Union or for in good faith giving evidence or making a complaint with respect to an alleged violation of any provision of this Agreement. Provided, any alleged violation of this Section shall be processed utilizing steps 1 and 2 of the grievance procedure set forth in this Agreement prior to seeking relief through other statutory agencies or the court system.

2.5 <u>New Hire Orientation</u>. The Union, through a Shop Steward or Union Representative, shall have up to thirty (30) minutes during the employee's first ninety (90) days of employment to meet with the employee(s) for the purposes of filling out Union paperwork and orienting the employee to Union membership. Employee attendance at the union meeting is voluntary.

2.6 <u>Union Access</u>. The Employer will permit a duly authorized representative of the Union to have access to the Employer's premises during working hours for the

purpose of adjusting grievances, subject to security regulations; provided that such representative does not unreasonably interfere with the Employer's operations.

2.7 <u>Democratic Republican Independent Voter Education ("D.R.I.V.E."</u>). The City agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the City of the amounts designated by each contributing employee that are to be deducted from their paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The City shall transmit to:

D.R.I.V.E. International Brotherhood of Teamsters 25 Louisiana Avenue NW Washington D.C. 20001

The City will send, on a monthly basis, one (1) check for the total amount deducted along with the name of each employee on whose behalf a deduction is made, and the amount deducted from the employee's paycheck. No such authorization shall be recognized if it is in violation of any applicable law. No deductions shall be made which that are prohibited by applicable law.

The Teamsters acknowledge that any contribution made by an employee to D.R.I.V.E. shall be strictly <u>voluntarily voluntary</u> on the part of the employee. The Teamsters shall not pressure or otherwise coerce any employee to contribute to D.R.I.V.E.

2.8 <u>Bulletin Boards</u>. The City agrees to provide suitable space for the bargaining unit to use as a bulletin board. Postings by the bargaining unit on such boards shall be confined to official business of the unit that is of a nonpolitical, non-inflammatory nature, and not defamatory toward the Employer, its elected officials, or other personnel. The Teamsters will remove all dated material. All costs incident to preparing and posting the Teamsters' material will be borne by the Teamsters and the Teamsters will be responsible for maintaining its portion of the bulletin board in an orderly and neat fashion.

ARTICLE 3 - MANAGEMENT RIGHTS

3.1 <u>Management Rights</u>. Subject to the terms and conditions of this Agreement, all of Management's inherent rights, powers, authority, and functions, shall remain vested exclusively in the Employer. It is expressly recognized that such rights, powers, authority and functions include, but are by no means limited to the full and exclusive control, management and operation of its business and affairs; the determination of the scope of its activities, the business to be transacted, the work to be performed, and the methods pertaining thereto; the right to contract or subcontract any non-bargaining unit work so long as it does not result in a layoff of current employees; the right to make and enforce reasonable work rules and standards of performance; the right to fix standards of quality and quantity of work, the right to control the scheduling and recording thereof; the right to determine the number of Employees and the direction of the working forces; and the right

to hire, select, train, discipline for cause (including the right to suspend and/or discharge), assign, promote, retire, and transfer its Employees, and the right to prohibit tobacco use in any form during working hours or on City property or within City equipment.

3.2 <u>Restriction on Grievance Procedure</u>. Management rights are not subject to the grievance procedure unless such rights are expressly limited by other provisions of this Agreement.

3.3 <u>Health Standards</u>. The Employer has the right to set and maintain physical and mental standards for its Employees and may require examinations. The Employer will pay the Employee for the time required for examinations at the regular rate of pay. The Employer may designate the licensed physician who shall be responsible for conducting any required examinations at <u>the Employer's</u> expense. The Employee may seek an examination (second opinion) by the Employee's own licensed physician at <u>the</u> Employee's expense. However, in the event of any disagreement between the two physicians' opinions, the Employee shall be reexamined by a licensed physician mutually selected by the Employee's examining physician at no cost to the Employee.

ARTICLE 4 – STRIKES AND LOCKOUTS

4.1 <u>Efficient and Uninterrupted Performance</u>. The Teamsters and the City agree that the public interest requires the efficient and uninterrupted performance of emergency service. The Teamsters and the City agree that during the life of this Agreement, the Teamsters will not cause, encourage, or participate in any strike (including strike picketing), slowdown, walk-out, or work stoppage. Nothing in this Agreement shall prohibit political activity of individual members, or the Teamsters as prescribed in RCW 41.06.250. The Union shall take reasonable steps to avoid or eliminate any conduct contrary to this provision. So long as the Union and Employees are complying with the terms of this provision, the Employer agrees that there will not be a lockout during the life of this agreement.

4.2 <u>Violation</u>. No individual shall receive any portion of their salary or benefits as provided by the City and in accordance with applicable law while engaging in activities in violation of this Article. Any individual employee striking or refusing to work may be subject to termination.

ARTICLE 5 – CLOTHING AND EQUIPMENT

5.1 <u>Tools</u>. The Employer shall provide such tools as are necessary, in the Employer's opinion, subject to applicable safety regulations, to allow the Employees to perform the required work adequately and safely. Employees shall use reasonable care when <u>using</u> assigned tools belonging to the Employer.

5.2 Clothing and Boots.

5.2.1 The Employer shall furnish "Carhartt" type overalls, leather gauntlet gloves, rain gear, hip boots, rubber boots, and rubber face gloves. It is the Employer's sole discretion to determine the type, brand, and quality of the equipment supplied. The City shall replace or repair the clothing listed in this subsection on an <u>as as</u>-needed basis as determined by the Public Works Director.

5.2.2 If the City requires a uniform, then it shall provide each Employee with five (5) sets for each Employee, upon the date of hire. The Employee may receive up to two (2) new uniforms per year to replace worn worn-out or damaged uniform clothing as determined by the Public Works Director. The Employees are required to wear a safety safety-type utility boot. The Employer shall provide one pair of safety utility boots for all Employees upon the completion of the probationary period. The City shall replace or repair the boots on an as as-needed basis, as determined by the Public Works Director. If the boots have been improperly maintained or misused, then the Employee shall be responsible for their repair or replacement.

5.3 Employer-provided clothing and boots shall only be used for City work.

ARTICLE 6Emplo – LABOR/MANAGEMENT COMMITTEE

6.1 <u>Membership</u>. A Labor-Management Committee composed of not more than two (2) Employees, the Union Business Representative, and up to three (3) employer representatives shall be established. The respective choice of each party shall be recognized; however, each party shall notify the other party of <u>a</u> change in representatives. In the interest of continuity, every effort will be made for the representatives to remain for the term of this contract and may be re-appointed.

6.2 <u>Purpose</u>. The Labor-Management Committee is intended to foster a relationship of mutual respect, open communications, <u>and</u> responsible issue resolution, and to discuss items of mutual concern. It is not intended to replace the dispute resolution process in the City's Human Resource Department.

6.3 <u>Process</u>. The Labor-Management Committee shall establish its own rules of procedures and shall meet whenever either the City or the Union requests a meeting. At the City's option, meetings shall either be scheduled during or after the normally scheduled workday. If the City elects to hold the meeting during the workday, Employee participants shall be on paid status, not subject <u>to</u> or counted toward an employee's overtime pay.

ARTICLE 7 – VACATIONS

7.1 <u>Scheduling</u>. Scheduling is a management right, but the Employer shall attempt to reasonably accommodate the desires of personnel. Only one (1) Employee may be absent from each department at one (1) time for vacation purposes or for the taking of unpaid time off unless otherwise agreed by the Employer.

7.2 <u>Requests</u>. Vacation requests should be submitted to the Employer as early in the calendar year as possible, but no later than April 1 of each year. Requests received after April 1 shall be allowed if work schedules and operations permit.

7.3 <u>Accrual</u>.

7.3.1 An Employee may accumulate up to two hundred forty (240) hours of vacation leave. Vacation earned in excess of said maximum shall be used by the end of the following pay period or forfeited unless the Employee and Employer agree otherwise in writing.

7.3.2 Vacation time shall be earned from the date of hire but may not be taken until the completion of the probationary period. Vacation leave shall be prorated and accrued at the end of each payroll period. Regular part-time Employees shall earn vacation on a prorated basis based on the number of scheduled work hours in the year.

7.4 <u>Vacation Allowance</u>. Employees shall receive vacation in accordance with the following schedule:

Vacation Allowance

Continuous Service

0-2 years 88 hours 3 years 96 hours 4 years 104 hours 5 years 112 hours 6 years 120 hours 7 years 128 hours 8 years 136 hours 9 years 144 hours 10 years 152 hours 11-14 years 160 hours 15-19 years 176 hours 20 years or over 184 hours

7.5 <u>Termination of Employment</u>. Upon termination of employment for any reason, the Employee shall receive additional compensation at the base wage rate for all accrued vacation, unless the vacation has been forfeited pursuant to paragraph 7.3.1 above. Employees dismissed during their probationary period will not receive additional compensation at the base wage rate for all accrued vacation.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.1 <u>Grievance Defined</u>. A grievance is any complaint by the Union, arising from the interpretation or application of this Agreement. It is the intent of the parties that all grievances be resolved at the lowest possible level, and the Employer, and the Union are encouraged to reach informal resolution of all grievances as quickly as possible before implementing the formal grievance procedure set forth in this Article.

8.2 <u>Time Limits</u>. Time limits referred to in this Article must be strictly adhered to unless mutually waived in writing by the Employer and the Union. Any deadline falling on a Saturday, Sunday, or observed holiday shall be extended to the following day. The failure of the Union to timely process the grievance pursuant to these time limits shall be deemed a waiver of the right to proceed with the grievance and conclusive proof that <u>the</u> grievance has been resolved to the satisfaction of the grieving party. The failure of the City to timely respond to and/or process a grievance shall advance the grievance to the next grievance step, as provided in this Article.

8.3 <u>Grievance Activities on Employee Time</u>. All grievance activities shall be on the Employee's own time. The Employee shall not be paid for participating in the preparation of a grievance or in processing a grievance through the grievance procedure. Provided, however, the Employee shall be paid if any hearing or presentation is scheduled by the Employer during the Employee's normal work shift.

8.4 <u>Content of Grievance</u>. A grievance shall be in writing and contain the following information, to the extent known at the time of filing:

- a. The Employee's name;
- b. The date the event causing the grievance occurred;
- c. An explanation of the event which that caused the grievance;
- d. The identification of witnesses, if any, that were present at the time the action causing the grievance occurred;
- e. The specific section of the Collective Bargaining Agreement which is alleged to have been violated;
- f. Specific remedy requested; and
- g. The Employee's signature or Union representative's signature if the Union is the grieving party.

8.5 <u>Step 1 - Public Works Director</u>. The Union shall submit a written grievance to the Public Works Director or designee within ten (10) calendar days of the occurrence which that gave rise to the grievance or when the Union should have reasonably had first knowledge of the grievance. Response from the Public Works Director or designee shall be made in writing and delivered to the Union within ten (10) calendar days of the receipt of the original grievance.

8.6 <u>Step 2 - City Manager</u>. If the grievance is not resolved at Step 1, then the Union shall submit the written grievance to the City Manager or designee within ten (10) calendar days of receiving a response from the date the grievance was filed with the Public Works Director or designee. Response from the City Manager or designee shall be made in writing and delivered to the Union within ten (10) calendar days from the date the City Manager or designee received the Step 2 grievance.

8.7 <u>Step 3 - P.E.R.C.</u> If the grievance is not resolved at Step 2, <u>then</u> the Union may submit the written grievance to the Washington <u>Public Employment Relations</u> <u>Commission (P.E.R.C.)</u> for mediation, or otherwise proceed to Step 4, within twenty (20) calendar days from the date of receiving the decision at Step 2. After engaging in good

faith efforts to resolve the grievance through mediation, either party may declare a deadlock in writing to the other party.

8.8 <u>Step 4 – Arbitration</u>. Grievances not resolved under the above steps may be referred to arbitration by either party to this Agreement. Within twenty (20) calendar days from the date that a deadlock is declared by both Parties at Step 3 or following the City Manager or designee's response at Step 2 if the parties do not mediate, the Union shall submit to the City its written demand for arbitration. All parties agree to use binding arbitration by selecting an arbitrator through the Washington Public Employment Relations Commission panel of arbitrators.

8.8.1 The arbitrator's decision shall be final and binding, subject to the limitations on the arbitrator's authority stated below. The arbitrator shall have no authority or power to add to, delete from, disregard, or alter any of the provisions of this Agreement, but shall be authorized only to interpret the existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The arbitrator shall base his or her<u>their</u> decision solely on the contractual obligations expressed in this Agreement.

8.8.2 The parties shall equally split the arbitrator's fees and costs. All other fees and expenses shall be borne by the party incurring them, and neither party shall be responsible for the other party's attorney's fees or for the expenses of witnesses called by the other party.

ARTICLE 9 – TEMPORARY VACANCIES PROBATION AND PROMOTION

<u>9.1</u> New Hire Probation. All new Employees shall serve a probationary period of six (6) months. The probationary period may be extended upon agreement of the Employee, the Union, and the Employer. Article 19.1.2 (Discipline for Cause) shall not apply to probationary Employees. Discipline and discharge of a probationary Employee is not subject to the grievance procedure.

<u>9.2</u> Probationary Period. An Employee does not acquire seniority until after the completion of the probationary period. When an Employee has completed the probationary period, seniority shall date from the date of hire.

<u>9.3</u> Promotions. Employees refusing promotions shall not be denied consideration for future promotions because of such refusal.

ARTICLE 10 – LAYOFF AND RECALL

10.1 Layoff and Recall. If the City determines a layoff is necessary, employees will be laid off in reverse seniority order within each relevant classification. In the event of economic layoff, within each classification the last employee hired shall be the first laid off and tThe last employee laid off shall be the first rehired in their division (i.e., Utilities, Maintenance, and Billing). This procedure is to be followed for a period of one (1) year following the date of the layoff. If the City intends to rehire after an economic layoff, it shall send notice of its intent to rehire to all employees that were laid off-as a result of

economic circumstances. That notice shall be sent certified mail to the last known address contained in the City records. The laid off employee shall have five (5) days from their receipt of the notice to advise the City in writing (email shall suffice), that they intend to accept the offer of rehire. They shall then report for duty on the date of rehire set forth in the notice, or thirty (30) days later; provided, however, the City shall have no obligation to rehire said laid-off employee if they are no longer physically fit to perform the duties of the position, does not have current certifications for all equipment and training necessary to be a non-probationary employee within the position, or does not provide the City with their current address and the Notice of Intent to Hire is returned unopened, or they fail to provide the City with written notice of acceptance within the five (5) day deadline referred to above.

ARTICLE 11 - SELECTION OF PERSONNELSENIORITY

<u>10.1 Probationary Period</u>. An Employee does not acquire seniority until after the completion of the probationary period. When an Employee has completed the probationary period seniority shall date from the date of hire.</u>

11.1 <u>Seniority List</u>. <u>Seniority shall be based on an employee's hire date.</u> <u>Attached hereto as Attachment 1 are the dates of hire and length of continuous service for each Employee.</u> Each person hired during the term of this Agreement shall be added to the seniority list.

11.2 <u>Break in Seniority</u>. Seniority shall be broken only by discharge for cause, voluntary resignation, or layoff exceeding twelve (12) months.

<u>——10.4 Promotions. Employees refusing promotions shall not be denied</u> consideration for future promotions because of such refusal.

ARTICLE 12 - HOLIDAY<mark>S/SICK</mark> LEAVE

12.1 <u>Holidays Observed</u>. The following days shall be observed as paid holidays holidays <u>Employees shall receive holiday pay on each of the actual holidays provided</u> below:

Holiday

New Year's DayJanuMartin Luther King Day3rd NPresident's Day3rd NPresident's DayLastJuneteenthJuneIndependence DayJulyLabor Day1st NVeteran's DayNoveThanksgiving Day4th TFriday Following Day after Thanksgiving Day

Actual Date

January 1<u>st</u> 3rd Monday in January 3rd Monday in February Last Monday in May June 19<u>th</u> July 4<u>th</u> 1st Monday in September November 11<u>th</u> 4th Thursday in November Day 4th Friday in

November

Christmas Day

December 25th

Fully Recommended Agreement - 9

12.2 <u>Floating Holiday</u>. <u>Floating holidays shall be earned from the date of hire but</u> may not be taken until an employee has completed four (4) months of employment with the City. Each Employee shall be entitled to eight (8) hours of floating holiday time. The Employee and Employer shall agree in advance as to the date(s) the floating holiday will be observed. That date(s) shall not be modified without the mutual consent of Employee and Employer. Provided, floating holiday time must be taken in the year it is accrued or it is forfeited.

12.3 <u>Date Holiday Observed Holiday Pay and Calculation</u>. Holiday pay is calculated at the employee's base pay rate for their regularly scheduled work shift. Employees will receive holiday pay on the date provided in Section 12.1, except (i) employees will receive holiday pay on Friday when holidays fall on Saturday, and (ii) employees will receive holiday pay on Monday when holidays fall on Sunday. Holidays shall be observed on the date set forth in section 11.1 above. If a holiday falls on a Saturday it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. An employee working on the holiday's recognized and observed dates shall receive holiday pay, pursuant to Article 15.3.4 (Work on Holiday), only on the recognized holiday. For example, if Christmas Day falls on Saturday, an employee working on the preceding Friday (observed date) and Saturday will only receive holiday pay for Saturday (recognized date).

12.4 <u>Condition of Payment</u>. An Employee is not entitled to receive compensation for a holiday unless the Employee is in a paid status the scheduled workday immediately preceding the holiday and the scheduled workday immediately following the holiday, unless this provision is waived in writing by the City Manager or designee. Regular part-time Employees will be paid on a pro-rated basis based on the average number of hours worked. A regular part-time Employee is not entitled to compensation for a holiday listed in paragraph 11.1 unless the day it is observed falls on the Employee's regularly scheduled workday.

ARTICLE 13 - SICK LEAVE

13.1 <u>Probationary Period Sick Leave</u>. Sick leave shall accrue from the date of initial employment.

13.2 <u>Accrual Rate</u>. Full-time Employees shall earn sick leave at the rate of eight (8) hours for each calendar month of service. Regular part-time Employees shall earn sick leave on a prorated basis based on the number of scheduled work hours in the year. All sick leave shall be prorated and accrued at the end of each payroll period. Sick leave so granted and not used shall accrue to the credit of each such Employee, up to a maximum of nineteen hundred forty hours (1940 hours).

13.3 <u>Cancellation Upon Termination of Employment</u>. Accrued sick leave shall be canceled upon termination of employment. In the event any person having accrued sick leave ceases to be employed by the Employer and is thereafter reemployed within one (1) year of the date of termination, the Employee's accrued sick leave shall be reinstated.

13.4 <u>Use of Sick Leave for Non-Illness Purposes</u>. An Employee may utilize sick leave for any purpose provided for under applicable law.

13.5 <u>Notice and Certification</u>. Employees shall provide as much notice as reasonably practicable under the circumstances. A Doctor's certificate may be required when an Employee is absent for a period in excess of three (3) days.

13.6 <u>Catastrophic Sick Leave Sharing</u>. Sick Leave sharing shall be administered in accordance with the City of Fircrest Personnel Policies and Procedures Manual Chapter 8.5 Sick Leave Sharing.

10.11 11.10 Worker's Compensation.

<u>11.10.1</u> Supplementary Benefits. The Employer will provide Washington State Worker's Compensation or equivalent to Employees. Any Employee who is collecting Worker's Compensation temporary disability benefits as a result of an on-the-job injury or illness may opt to receive sick leave and or vacation benefits to supplement such Workers' Compensation benefits in an amount sufficient to equal the Employee's regular rate of pay during the period of temporary disability; provided, however, such supplementary benefits shall not be paid in excess of such accruals credited to the Employee.

ARTICLE 14 - HOURS OF WORK

14.1 <u>Work Week</u>. The work week shall be defined as those hours of a scheduled shift that start between 12:01 a.m. Monday and 12:00 midnight Sunday. Changes in the shift schedule will generally be given two (2) weeks in advance, absent emergency circumstances. Provided, if the City decides to implement a scheduled swing or graveyard shift it shall be subject to further negotiation.

14.2 <u>Overtime</u>. Overtime is defined as hours worked in excess of forty (40) hours in a work week or eight (8) hours in a day. Overtime shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay for all such time, rounded off to the nearest quarter hour. "Hours worked" for purposes of this article shall include paid holidays, vacation hours, and sick leave hours off, but shall not include hours off work because of disciplinary suspension or hours worked due to a voluntary trade initiated by the Employees.

14.3 Meal Periods and Breaks.

14.3.1 Meal periods shall be thirty (30) minutes with no pay. The meal period during a scheduled shift shall occur no sooner than two (2) hours nor later than five (5) hours after the beginning of the shift.

14.3.2 The Employee shall receive one (1) paid fifteen (15) minute break for each four (4) hours worked. Provided the break shall occur at a mutually convenient time within such four (4) hour period.

14.4 <u>Required Overtime</u>. Scheduling of overtime is an exclusive management right, and the Employee shall consider overtime assignments as a condition of employment. Mandatory overtime shall first be offered on a voluntary basis, in order of seniority. Then, if no or not enough Employees volunteer, remaining mandatory overtime shifts shall be assigned in order of reverse seniority.

14.5 Emergency Call Outs.

14.5.1 Emergency call outs shall be a minimum of two (2) hours, regardless of the number of hours worked; provided however, an emergency call out on an observed holiday shall be a minimum of four (4) hours.

14.5.2 An Employee shall be paid overtime for an emergency <u>call_call-</u>out prior to the Employee's regularly scheduled shift for all hours worked until the commencement of the Employee's regular shift. The scheduled shift shall then be worked at the straight time rate of pay unless it would qualify as overtime under the provisions of paragraph 12.2, in which case it would be paid at the overtime rate.

14.5.3 Meals will be paid for pursuant to the terms of the City policy in effect at the time the meals are taken.

14.6 On Call Status and On Call Pay.

14.6.1 A Utility Service Person shall be assigned to on-call status on a weekly basis from the start of the employee's regular shift on Monday through the following Monday at the start of the employee's shift. The on-call employee must answer and respond to calls from the City-assigned phone. The on-call employee shall receive on-call pay of three hundred and seventy-fivefour hundred dollars (\$375400.00) for the week they are on-call. If a City-observed holiday occurs during the on-call week, the employee shall receive an additional seventy-five dollars (\$7585.00) of on-call pay (per holiday).

It is understood that the general expectation is for a single employee to be on-call for the entirety of the work week. In instances (i.e., vacation, personal emergency, sick leave, a Monday holiday, etc.) where there is a need for partial coverage from another employee, the City agrees to pay the covering employee for all hours worked, and in turn reduce the on-call pay for the employee who requests the coverage. The rate will be three dollars and thirteen cents (\$3.13) per hour worked as coverage. The assigned on-call employee is responsible for notifying the Department Director or designee of any on-call partial coverage, including the coverage hours and employee(s) providing coverage, before the relevant timesheet submittal is due.

14.6.2 When an Employee is called at home to perform City business, in addition to receiving the applicable on-call allowance, the Employee shall be compensated for one (1) hour at the Employee's overtime rate of pay for the first emergency/response call that does not require a return to City headquarters or the worksite to address and resolve the reported problem. Subsequent calls after the first hour of paid time shall be paid at the overtime rate of pay for the actual time spent to

handle the call. During the call status, the Employee will maintain a phone log to be submitted to the Employer along with the overtime request form and current time sheet. If the Employee responds to City headquarters or the worksite as a result of the call at home, then the normal overtime compensation process shall apply, including the two (2) hour minimum for emergency call outs. While utility billing personnel are not routinely placed on on-call status, such employees shall receive the overtime compensation set forth herein for off-hours work, including but not limited to responding to water shut-off calls (i.e. any situation where a customer has no water).

<u>14.7</u> Pursuant to General Provision 1.04.020, normal office hours for the <u>public</u> <u>Public</u> <u>Works facility Facility</u> will be 8:00_a.m. to 4:30_p.m., Monday through Friday. However, office hours will shift to 7:00 a.m. to 3:30 p.m., Monday through Friday, during the period beginning on the Monday following the start of Daylight Savings Time and ending on the last Friday before the return to Standard Time, as set forth below:

- For calendar year 2025: Adjusted hours shall be in effect from Monday, March 10, 2025, through Friday, October 31, 2025.
- For calendar year 2026: Adjusted hours shall be in effect from Monday, March 9, 2026, through Friday, October 30, 2026.
- For calendar year 2027:
 Adjusted hours shall be in effect from Monday, March 15, 2027, through
 Friday, October 29, 2027.

, except between the first Monday in May to the last Friday in September, during which time the normal office hours will be 7:00am to 3:30pm. Alternative Work Schedules, such as 9/80's, will be considered, subject to mutual agreement and a determination that the alternative schedule will not unduly burden staffing levels or interfere with the ability to maintain normal office hours.

ARTICLE 15 - ADDITIONAL LEAVE

15.1 <u>Bereavement Leave</u>. If an employee covered by this Agreement and/or any supplement hereto suffers a death in the immediate family, such employee shall be entitled up to twenty-four (24) hours of paid bereavement leave to use within six (6) months of the death. Immediate family shall be defined as a <u>wife, husbandspouse</u>, registered domestic partner (via local/state registry or Company affidavit of domestic partnership), <u>son, daughter, child, mother, fatherparent, brother, sister, sibling, grandparents, mother-in-law, father-in-law, stepparents, stepchildren, grandchildren, and persons for whom the employee is the legal guardian. <u>Immediate family member also includes the parent, child, sibling, and in-laws of the employee's spouse or registered domestic partner.</u></u>

15.2 <u>Washington Paid Family Medical Leave</u>. The State of Washington administers the Washington Paid Family Medical Leave program (PFML). Eligible employees may use and receive PFML benefits per State rules. The Employer and employee are responsible for their respective share of premium contributions to the PFML as determined and amended by the State of Washington. Employees' share of premiums will be deducted via payroll.

ARTICLE 1614 - BENEFITS

16.1 <u>Medical Insurance</u>. The Employer agrees to provide medical insurance coverage for full-time Employees and their dependents. Coverage shall be through the Association of Washington Cities Employee Benefit Trust/Washington Physicians Service (AWC HealthFirst) or Group Health Cooperative Medical Plans. The Employer reserves the right to change the plans offered to the Employees, provided the benefits offered are substantially the same as those provided by the above-referenced plans.

16.2 <u>Dental Insurance</u>. The Employer agrees to provide dental insurance coverage for full-time Employees and their dependents (as defined by AWC Dental Plan F). Currently coverage is offered through the Association of Washington Cities Employee Benefit Trust/Washington Dental Service Dental Care Plan. The Employer reserves the right to change the plans offered to the Employees provided the benefits offered are substantially the same as those provided by the above-referenced plans.

16.3 <u>Vision Insurance</u>. The Employer agrees to provide vision insurance coverage for full-time Employees and their dependents (as defined by AWC Vision Service Plan (VSP). Currently coverage is offered through the Association of Washington Cities Employee Benefit Trust. The Employer reserves the right to change the plans offered to the Employees provided the benefits offered are substantially the same as those provided by the above-referenced plans.

16.4 <u>Life Insurance</u>. The Employer shall provide term life insurance for each fulltime Employee in the sum of one (1) times the annual salary plus the dollar value of the accrued sick leave as of January 1 each year, rounded to the nearest \$1,000.00. The Employer may provide the term insurance policy either through self-insurance or through any insurance company approved by the Washington State Insurance Commissioner.

16.5 <u>Life Insurance Cost</u>. The Employer shall pay the premium cost for the above-referenced life insurance.

16.6 <u>Medical Insurance Cost</u>. The Employer shall pay ninety percent (90%) and the Employee shall pay ten percent (10%) of the health care premiums for the term of this contract. The Employee contributions shall be made by payroll deduction. The Employer has established a Section 106 Plan for the benefit of enrolled employees. If the Employer increases its contribution to the health care premium for non-union employees, then the percentage paid by the Employer shall be increased to the higher contribution rate.

16.7 <u>Dental Insurance Cost</u>. The Employer shall pay one hundred percent (100%) of the premium for the plan identified in Article <u>1416</u>.2.

16.8 <u>Vision Insurance Cost</u>. The Employer shall pay one hundred percent (100%) of the premium for the plan identified in Article <u>1416</u>.3.

16.9 Workers' Compensation.

<u>16.9.1</u> Supplementary Benefits. The Employer will provide Washington State Workers' Compensation or equivalent to Employees. Any Employee who is collecting Workers' Compensation temporary disability benefits as a result of an on-thejob injury or illness may opt to receive sick leave and or vacation benefits to supplement such Workers' Compensation benefits in an amount sufficient to equal the Employee's regular rate of pay during the period of temporary disability; provided, however, such supplementary benefits shall not be paid in excess of such accruals credited to the Employee.

<u>16.9.2</u> Reimbursement. Once the Employee receives Workers' Compensation payments, the Employee may reimburse the City for supplementary sick leave and/or vacation benefits, representing the amount of workers' compensation benefits received. Such reimbursement shall cause reinstatement of hours to the Employee's sick leave and/or vacation accrual balances.

ARTICLE 1715 - WAGE SCALES

<u>16.917.1</u> General <u>Base Wage</u> Adjustment. The wage tables in Appendix A show the wage adjustments provided in this Article.

<u>17.1.1</u> Effective upon ratification by both parties, January 1, 2025, –all classifications shall receive a general wage increase of <u>three and six tenths percent</u> (3.6%) six-point three percent (6.3%) as compared to the wage rates effective on December 31, 2021, except for the Custodian and Utility Billing Assistant. In addition to the general wage increase described herein, the Maintenance Lead shall receive a five-point two percent (5.2%) market adjustment to the base wages, effective upon ratification by both parties. Beginning January 1, 2023 and continuing through the expiration of this Agreement, bargaining unit employees will receive any general wage or cost of living adjustment to base wages provided to all non-represented employees. The 2022 Wage Table appears in Appendix A.

<u>17.1.2</u> Effective on January 1, 2026, all classifications shall receive a general wage adjustment equivalent to one-hundred-percent (100%) CPI-W, June-to-June, Seattle-Tacoma-Bellevue region, with a minimum of 1.5% and maximum of 3.5%.

<u>17.1.3</u> Effective on January 1, 2027, all classifications shall receive a general wage adjustment equivalent to one-hundred-percent (100%) CPI-W, June-to-June, Seattle-Tacoma-Bellevue region, with a minimum of 1.5% and a maximum of 3.5%.

<u>15.2</u> Ratification Bonus. Bargaining unit employees shall receive the ratification bonus as indicated on the MOU between the parties, dated as of October 11, 2022; provided however, said employees must be employed as of the date of ratification by both parties. The lump sum payment is subject to payroll withholdings and deductions and is to be paid within thirty (30) calendar days of ratification by the parties.

16.1017.2Additional Compensation.

16.10.117.2.1 Out of Classification Work. If the Employee is assigned by the Employer to perform work within the bargaining unit in a higher classification for more than three (3)two (2) consecutive scheduled work shifts, then the Employee shall receive a premium pay of five percent (5%) above their current base pay rate the pay of the higher classification for all time worked in the higher classification. If the Employee is assigned by the Employer to perform work in a higher classification outside of the bargaining unit for more than two (2)three (3) consecutive scheduled work shifts, then the Employee shall receive one hundred and five percent (105%) times their base rate of paya premium pay of five percent (5%) above their current base pay rate.

16.10.2<u>17.2.2</u> Work at Altitude. Employees required to work seventy-five (75) feet above ground or higher shall be compensated for actual time worked at two times their <u>current</u> base wage rate-<u>set forth in paragraph 15.1 above</u>.

16.10.3<u>17.2.3</u> Set-Up Required by Law.

16.10.3.117.2.3.1 For all departments, if state law or regulation requires that a foreman be present on the job site and no foreman is present, then the Public Works Director shall designate a qualified Employee to assume the duty of foreman and the Employee shall be paid the foreman's base wage rate, or five percent (5%) more than the Employee's base wage rate, whichever is greater, during the period that the Employee has assumed the foreman's duties a premium pay of five percent (5%) above their current base pay rate.

16.10.3.217.2.3.2 (b) After concurrence with the Public Works Director, if the Working Utility Foreman decides that a lead worker/person-in-charge is required to be present at a job site for a reported two (2) hours or more, a qualified Employee will be assigned to assume the duty of lead worker/person-in-charge and the Employee shall be paid one hundred and three percent (103%) of the Employee's base wage rate a premium pay of three percent (3%) above their current base pay rate during the period of time the Employee has assumed the responsibilities of a lead worker/person-in-charge.

16.10.417.2.4 Work on Holiday. An Employee required to work on a holiday as defined in Article XI shall be paid two times the Employee's base hourly wage rate for all hours worked, with a guarantee of three (3) hours. Provided, hHowever, this shall not apply to the Employee's floating holiday where the Employee, with the consent of the Employer, chooses to work on the Employee's floating holiday and substitute a different day for the floating holiday.

<u>16.10.5</u><u>17.2.5</u> Live Wire Work. Employees who perform live current street light work (not including bulb and photo cell replacement,) shall receive one hundred and three percent (103%) of the Employee's base wage a premium pay of three percent (3%) above their current base pay rate with a two (2) hour minimum guarantee.

<u>16.10.5.1</u><u>17.2.5.1</u> Premium pay will be paid to no more than two (2) crewmembers when both are working directly with or in close proximity to live circuits or are performing the duty of safety watch. Premium pay will not be paid to those employees providing assistance or support, as they are not working directly with or in close proximity to live circuits. Delivering supplies, driving a dump truck, bringing materials, and flagging traffic are examples of tasks not considered to be live wire work.

<u>16.10.5.217.2.5.2</u> Bulbs and photocells are exempt from premium pay, as are the installation of holiday decorations and banners. Bucket truck work only qualifies for premium pay when live wire work is involved, such as changing out a street light fixture in the air or other electric work where the circuits cannot be de-energized.

<u>16.10.5.3</u><u>17.2.5.3</u> Pumps/motors generally do not qualify as live wire work, as a switch is used to isolate the power supply for most repairs and maintenance. Only in the rare case where work needs to be performed without the power supply being interrupted will premium pay apply, and then only to those employees (maximum of two (2) crewmembers) in direct contact with or in close proximity to a live circuit or performing the duties of safety watch. Motor maintenance/repair work requiring live wire work may, at the discretion of the City, be performed by outside vendors.

<u>16.10.5.417.2.5.4</u> The City will provide electrical safety training to all employees performing such work and will strive to make such work available to as many qualified employees as possible.

<u>16.1117.3Payday</u>. Employee paydays shall be bi-weekly.

ARTICLE 17ARTICLE 1816 - SAVING CLAUSE

<u>17.118.1 Saving Clause</u>. Should any provision of this Collective Bargaining Agreement be unenforceable by any reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, it shall not invalidate the remaining provisions of the Collective Bargaining Agreement. The remaining provisions shall remain in full force and effect. The parties agree to immediately renegotiate this Agreement to take into consideration the effect of the Court or legislative action on the remaining provisions of the Collective Bargaining Agreement.

ARTICLE 18ARTICLE 1917 – COMPLETE AGREEMENT

18.1<u>19.1</u> This Agreement is the entire agreement between the Employer and the Union. The parties acknowledge that during the negotiations, which resulted in this Agreement, each fully bargained with respect to wages, hours, and other terms and conditions of employment, and have settled them for the duration of this Agreement. This

Agreement supersedes any contrary or inconsistent prior understandings, work rules, personnel policies, or past practices which that were in existence before this Agreement.

ARTICLE 19ARTICLE 2018 – JOB SECURITY

<u>19.120.1 Employee Job Security</u>. If the Employer determines that it would be in its best interest to cease providing any or all of the public utility services performed by Employees and either contract for services or sell or otherwise dispose of the utility to another utility provider, then the Employer shall negotiate in good faith to have the employment of all affected Employees transferred to the new utility service provider.

ARTICLE 20 ARTICLE 21 19 - DISCIPLINE

20.121.1 Discipline Process.

<u>20.1.121.1.1</u> Discipline for Cause. Employees may be disciplined or discharged for just cause. Discipline shall include written warnings (including documented oral warnings), suspensions, demotions, and discharges. Probationary employees are not entitled to utilize the grievance procedure in the event of discipline or discharge.

20.1.221.1.2 Representation. An employee may request Union representation when questioned about facts that could reasonably lead to discipline. The right to Union representation shall not apply to counseling or other meetings that are non-disciplinary in nature.

<u>20.1.321.1.3</u> <u>Notice to Union</u>. Copies of all documented discipline, including all written reprimands, suspensions, and discharges, shall concurrently be forwarded to the Union upon issuance.

<u>20.1.421.1.4</u> <u>Pre-disciplinary Hearing</u>. The Employer will hold a predisciplinary hearing before issuing a demotion, <u>an</u> unpaid suspension, or termination of employment. At this hearing, the Employee will be given an opportunity to present their side of the issue.

<u>20.1.521.1.5</u> <u>Documentation</u>. No later than five (5) working days prior to the pre-disciplinary hearing, the Employer shall make available to the Employee and the Employee's Union representative, with the employee's authorization, a copy of all documents relevant to the alleged violation the Employer has in their possession.

<u>20.1.621.1.6</u> Paid Administrative Leave Prior to Final Disciplinary Action. The Employer may place an employee on paid administrative leave pending a predisciplinary investigation.

<u>20.1.721.1.7</u> File Inspection. The Employee and the Employee's Union representative, with the Employee's authorization, shall have the right to inspect the contents of the personnel file maintained by the Employer.

20.1.821.1.8 Employee Comments on Written Discipline. No disciplinary document may be placed in the personnel file without the Employee having been notified of said document and given a copy, signed in acknowledgement of receipt. The Employee shall be required to sign a written reprimand or other disciplinary action acknowledging that they have read the contents of the document. An Employee who disagrees with the content of any letter of reprimand added to the personnel file shall have the opportunity to place a responsive statement in the personnel file. The Employer may file a response to the Employee's statement.

ARTICLE 21ARTICLE 2220 - DISCLOSURE OF PERSONNEL FILE INFORMATION

21.122.1 Upon receipt of any court order or subpoena seeking documents from an employee's personnel file, the Employer will provide the employee with a copy of the order or subpoena. When documents or information in an employee's personnel, payroll, supervisory or training file are the subject of a public records request, the Employer will provide the employee with a copy of the request at least fourteen (14) calendar days in advance of the intended release date, unless otherwise required by law.

CITY OF FIRCREST

TEAMSTERS LOCAL UNION NO. 117/IBT

Dawn Masko, City Manager

Paul Dascher, Secretary-Treasurer

Date

Date

ATTEST:

Arlette Burkhart, City Clerk

APPENDIX A WAGE TABLE

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2025 Salary Schedule (3.6% COLA)													
CLASSIFICATION	Rate	9	Step A	0	Step B		Step C	Step D		Step D Ste		E Step F	
	Hourly	\$	20.83	\$	21.88	\$	22.97	\$	24.12	\$	25.33	\$	26.60
Custodian	Monthly		3,611		3,792		3,982		4,181		4,390		4,610
	Annually		43,332		45,504		47,784		50,172		52 <i>,</i> 680		55,320
	Hourly	\$	27.91	\$	29.31	\$	30.77	\$	32.31	\$	33.93	\$	35.63
Maintenance Worker I	Monthly		4,838		5,080		5,334		5,601		5,881		6,175
	Annually		58,056		60,960		64,008		67,212		70,572		74,100
	Hourly	\$	28.20	\$	29.61	\$	31.09	\$	32.64	\$	34.28	\$	35.99
Administrative Assistant - PW	Monthly		4,888		5,132		5,389		5 <i>,</i> 658		5,941		6,238
	Annually		58,656		61,584		64,668		67,896		71,292		74,856
	Hourly	\$	29.31	\$	30.77	\$	32.31	\$	33.93	\$	35.63	\$	37.41
Utility Service Person I	Monthly		5,080		5,334		5,601		5,881		6,175		6,484
	Annually		60,960		64,008		67,212		70,572		74,100		77,808
	Hourly	\$	29.49	\$	30.96	\$	32.51	\$	34.14	\$	35.84	\$	37.64
Utility Billing Clerk	Monthly		5,111		5,367		5,635		5,917		6,213		6,524
	Annually		61,332		64,404		67,620		71,004		74,556		78,288
	Hourly	\$	30.74	\$	32.28	\$	33.89	\$	35.59	\$	37.37	\$	39.24
Public Works Office Coordinator	Monthly		5,329		5,595		5,875		6,169		6,477		6,801
	Annually		63,948		67,140		70,500		74,028		77,724		81,612
	Hourly	\$	31.51	\$	33.09	\$	34.74	\$	36.48	\$	38.30	\$	40.22
Maintenance Worker II	Monthly		5,462		5,735		6,022		6,323		6,639		6,971
	Annually		65,544		68,820		72,264		75 <i>,</i> 876		79,668		83,652
	Hourly	\$	35.18	\$	36.94	\$	38.79	\$	40.73	\$	42.76	\$	44.90
Utility Service Person II	Monthly		6,098		6,403		6,723		7,059		7,412		7,783
	Annually		73,176		76,836		80,676		84,708		88,944		93,396
	Hourly	\$	38.97	\$	40.92	\$	42.97	\$	45.12	\$	47.37	\$	49.74
Maintenance Lead	Monthly		6,755		7,093		7,448		7,820		8,211		8,622
	Annually		81,060		85,116		89,376		93 <i>,</i> 840		98,532		103,464
	Hourly	\$	44.56	\$	46.78	\$	49.12	\$	51.58	\$	54.16	\$	56.86
Working Utility Foreman	Monthly		7,723		8,109		8,514		8,940		9,387		9,856
	Annually		92,676		97,308		102,168		107,280		112,644		118,272

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS:	Memorandum of Understanding with Teamsters Local Union No. 117 regarding Contract Ratification Bonus
ITEM:	13C
DATE:	July 8, 2025
FROM:	Dawn Masko, City Manager

RECOMMENDED MOTION: I move to adopt Resolution No.____, authorizing the City Manager to execute a Memorandum of Understanding with Teamsters Local Union No. 117 regarding contract ratification bonus payments.

PROPOSAL: The Council is being asked to authorize the City Manager to execute a Memorandum of Understanding (MOU) with Teamsters Local Union No. 117 regarding ratification bonus payments associated with the recently negotiated Collective Bargaining Agreement (CBA).

FISCAL IMPACT: The total cost of the bonuses, including payroll taxes, is approximately \$6,184.40.

ADVANTAGE: Execution of the MOU will finalize the bargaining process and formally conclude labor negotiations with Teamsters Local 117.

DISADVANTAGES: None identified.

ALTERNATIVES: If the MOU is not authorized, the bargaining process will need to resume. Execution of the MOU was a condition of the tentative agreement reached by both parties and is necessary to complete contract ratification.

BACKGROUND: The City has been engaged in collective bargaining with Teamsters Local Union No. 117 for a successor agreement to the contract that expired on December 31, 2024. As part of the negotiated terms, the parties agreed to a one-time, grossed-up ratification bonus of \$500 for all eligible Public Works employees. To conclude the process, the successor agreement must be ratified by both the City and the Union, and the Memorandum of Understanding must be executed.

ATTACHMENTS: <u>Resolution</u> Memorandum of Understanding

	CITY OF FIRCREST RESOLUTION NO.							
	A RESOLUTION OF THE CITY COUNCIL OF THE CITY							
	OF FIRCREST, WASHINGTON, AUTHORIZING THE							
	CITY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING WITH TEAMSTERS LOCAL UNION							
	NO. 117 REGARDING RATIFICATION BONUSES.							
	WHEREAS, the City of Fircrest and Teamsters Local Union No. 117 have been							
engaged in collective bargaining for a successor agreement to the contract that expired on December 31, 2024; and								
	WHEREAS, the parties reached a tentative agreement that includes a provision for							
a one-time, grossed-up ratification bonus payment of \$500 per eligible employee								
represented by Teamsters Local Union No. 117; and								
WHEREAS, execution of a Memorandum of Understanding (MOU) memorializing this agreement is necessary to finalize and ratify the terms of the successor Collective								
	Bargaining Agreement; and							
	WHEREAS, the City Council finds it to be in the best interest of the City to authorize the City Manager to avagute the MOLL to conclude the bargaining process.							
	the City Manager to execute the MOU to conclude the bargaining process.							
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:								
	Section 1. The City Manager is hereby authorized and directed to execute a							
Memorandum of Understanding with Teamsters Local Union No. 117 regarding ratification bonus payments.								
	APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 8th day of July 2025.							
	APPROVED:							
	Shannon Reynolds, Mayor							
	ATTEST:							
	Arlette Burkhart, City Clerk							
	APPROVED AS TO FORM:							
	Joanna Eide, City Attorney							
	Page 1 of 1 75							

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

CITY OF FIRCREST, WASHINGTON ("City" or "Employer")

AND

TEAMSTERS LOCAL NO. 117 ("Union")

Re: 2025 Contract Ratification Bonus

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between the City of Fircrest (the "Employer") and Teamsters Local Union 117 ("Union"), IBT, collectively the "parties."

I. RECITALS

The parties have entered into an existing Collective Bargaining Agreement ("Agreement") covering Public Works employees. The parties have tentatively agreed to the successor to the Agreement, which covers January 1, 2025, through December 31, 2027. The parties wish to enter into this agreement MOU to aid in the union membership ratification of the Tentative Agreement.

II. AGREEMENT

IN CONSIDERATION FOR the mutual promises and covenants contained herein, the parties agree to the following terms and conditions:

1. <u>Ratification Bonus</u>. The City will provide a one-time, lump-sum ratification bonus payment to eligible employees. Employees on paid status and working regular scheduled shifts at the Agreement's full execution date are eligible for the ratification bonus payment. The City will pay the equivalent for each employee's payroll withholdings and deductions resulting from the bonus payment, as provided in **Exhibit A** attached to the MOU.

2. <u>Nonprecedent Setting Basis</u>. This MOU is made on a nonprecedent setting basis. The parties shall not rely on this MOU in future contract negotiations, and it is not admissible in any hearing or other action.

3. <u>Counterparts; Electronic Copies</u>. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic copy shall be deemed the same as the original.

The parties acknowledge and agree to be bound by the terms and conditions set forth above by their signatures below.

CITY OF FIRCREST

TEAMSTERS LOCAL UNION NO. 117/IBT

Dawn Masko, City Manager

Paul Dascher, Secretary-Treasurer

MEMORANDUM OF UNDERSTANDING

By and Between

The City of Fircrest

And

Teamsters Local Union No. 117

Re: 2025 Contract Ratification Bonus

EXHIBIT A

		Estimated	Ratification		
Employee	Net Bonus	Taxes	Bonus		
Sherry Canavan	\$500.00	\$104.44	\$604.44		
Jeff Davis	\$500.00	\$154.44	\$654.44		
Salvador Marez	\$500.00	\$154.44	\$654.44		
Russ Parsons	\$500.00	\$104.44	\$604.44		
Tim Piercy	\$500.00	\$104.44	\$604.44		
Trina Scholer	\$500.00	\$104.44	\$604.44		
Holly Veliz	\$500.00	\$44.44	\$544.44		
Bryce Wakefield	\$500.00	\$154.44	\$654.44		
Riley West	\$500.00	\$104.44	\$604.44		
Matthew Zych	\$500.00	\$154.44	\$654.44		