

**FIRCREST CITY COUNCIL
REGULAR MEETING
AGENDA**

**TUESDAY, APRIL 28, 2026
7:00 P.M.**

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

	Pg.#
1. CALL TO ORDER	
2. PLEDGE OF ALLEGIANCE	
3. ROLL CALL	
4. PRESIDING OFFICER'S REPORT	
A. Legislative Update – Senator Nobles	
B. Proclamation: Public Service Recognition Week	2
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. Parks, Recreation, and Sustainability	
B. Police/Public Safety and Court	
C. Public Works and Facilities	
D. Pierce County Regional Council	
E. Other Liaison Reports	
10. CONSENT CALENDAR	
A. Approval of vouchers /payroll checks	3
B. Approval of Minutes: April 14, 2026, Special Meeting	15
April 14, 2026, Regular Meeting	16
11. PUBLIC HEARING	
12. UNFINISHED BUSINESS	
13. NEW BUSINESS	
A. Resolution: Interlocal Agreement with Tacoma Public Schools for Whittier Park Usage	21
B. Resolution: Locke Systems Contract Amendment No. 1	51
14. CALL FOR FINAL COMMENTS	
15. EXECUTIVE SESSION	
16. ADJOURNMENT	

Join the Zoom *Dial-in Information:* 1-253-215-8782 *Webinar ID:* 850 6025 7564 *Password:* 412467



THE CITY OF FIRCREST

PROCLAMATION OF THE CITY COUNCIL

WHEREAS, the employees of the City of Fircrest are committed to the highest standards of professional excellence, accountability, creativity, and customer service, forming a skilled and dedicated workforce that delivers essential services to protect public health and safety, maintain critical infrastructure, ensure access to justice, safeguard the environment, and strengthen our community; and

WHEREAS, in often challenging circumstances, public servants work diligently to enhance the quality of life for residents, businesses, and visitors, contributing significantly to making Fircrest a vibrant and welcoming place to live, work, play, and volunteer; and

WHEREAS, public service is an honorable calling encompassing a wide range of professions vital to the effective and efficient operation of government, including public safety, public works, recreation, finance, administration, and community development; and

WHEREAS, Public Service Recognition Week, observed annually during the first week of May since 1985, provides an opportunity to honor the individuals who serve our nation and communities with integrity and purpose; and

WHEREAS, the City of Fircrest recognizes and deeply appreciates the contributions, talents, and commitment of its public employees, whose work often goes unseen but positively impacts the community each day.

NOW, THEREFORE, WE, MAYOR AND COUNCILMEMBERS OF THE CITY OF FIRCREST, do hereby proclaim May 3rd – 9th, 2026, as **Public Service Recognition Week** in the City of Fircrest, Washington, and encourage all residents to join in honoring and expressing gratitude to the dedicated public servants who serve our community every day.

Passed this 28th day of April 2026

Nikki Bufford, Mayor

ACCOUNTS PAYABLE

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
37640	04/16/2026	04/28/2026	4298 AWC Employee Benefit Trust	1,057.10	05/2026 Retired Medical
	521 22 20 01		LEOFF I Medical Premiums 001 000 521 General Fund	1,057.10	05/2026 Retired Medical
37594	04/08/2026	04/28/2026	3647 Agrishop, Inc	294.16	Herbicide, Edger Blades (Qty 6), Oil for Parks Equipment
	576 80 31 02		Oper Supplies - Parks 001 000 576 General Fund	294.16	Herbicide, Edger Blades (Qty 6), Oil for Parks Equipment
37678	04/22/2026	04/28/2026	3647 Agrishop, Inc	710.95	SAA #2139 Backpack Blower, T-Zone Herbicide (1 Gallon)
	518 30 35 00		Small Tools & Equip - Facilit 001 000 518 General Fund	282.97	SAA #2139 Backpack Blower
	576 80 31 02		Oper Supplies - Parks 001 000 576 General Fund	145.01	T-Zone Herbicide (1 Gallon)
	576 80 35 00		Small Tools & Equip - Parks 001 000 576 General Fund	282.97	SAA #2139 Backpack Blower
Total Agrishop, Inc				1,005.11	
37618	04/15/2026	04/28/2026	10562 Amazon Capital Services	66.05	Rake for Parks
	576 80 35 00		Small Tools & Equip - Parks 001 000 576 General Fund	66.05	Rake for Parks
37619	04/15/2026	04/28/2026	10562 Amazon Capital Services	41.83	Aerator for Parks
	576 80 35 00		Small Tools & Equip - Parks 001 000 576 General Fund	41.83	Aerator for Parks
Total Amazon Capital Services				107.88	
37674	04/22/2026	04/28/2026	11013 Aramsco, Inc.	270.16	Yield Signs (Qty 3)
	542 30 31 02		Oper Supplies - Street Reg 101 000 542 City Street Fund	270.16	Yield Signs (Qty 3)
37645	04/20/2026	04/28/2026	9614 Arneson, Michael	26.17	March Madness Quarterly Lunch Refreshments
	517 90 31 01		Oper Supplies - Wellness Prc 001 000 517 General Fund	26.17	March Madness Quarterly Lunch Refreshments
37628	04/15/2026	04/28/2026	3933 Asphalt Patch Systems, Inc.	5,723.00	Asphalt Patches - 1101 Regents, 511 Spring St, 715 Alameda Ave, 921 Contra Costa
	534 50 48 01		Rep & Maint - Water Maint 425 000 534 Water Fund (dep	990.90	Asphalt Patches - 715 Alameda Ave
	535 50 48 00		Rep & Maint - Sewer Maint 430 000 535 Sewer Fund (dep	3,741.20	Asphalt Patches - 1101 Regents & 511 Spring St
	576 80 48 00		Rep & Maint - Parks 001 000 576 General Fund	990.90	Asphalt Patches - 921 Contra Costa
37675	04/22/2026	04/28/2026	5781 Batteries Plus Bulbs	77.17	SCADA Backup Battery
	534 50 31 01		Oper Supplies - Water Maini 425 000 534 Water Fund (dep	38.59	SCADA Backup Battery

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	535 50 31 01 Oper Supplies - Sewer Main		430 000 535 Sewer Fund (dep	38.58	SCADA Backup Battery
37608	04/15/2026	04/28/2026	10929 Bell, Bryan	30.55	03-00750.0 - 144 AMHERST ST
	343 10 00 00 Storm Drain Revenues		415 000 340 Storm Drain	-6.60	
	343 40 00 00 Sale Of Water		425 000 340 Water Fund (dep	-8.00	
	343 50 00 00 Sewer Revenues		430 000 340 Sewer Fund (dep	-15.95	
37654	04/20/2026	04/28/2026	11354 Bonjour, Tracie	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
37683	04/23/2026	04/28/2026	7374 Celis, Victor	22.00	Gas Reimbursement - Gas Refuel AFter EVOC Training
	548 65 31 08 Gas - Police		501 000 548 Equipment Rent:	22.00	Gas Reimbursement - Gas Refuel AFter EVOC Training
37617	04/15/2026	04/28/2026	5805 CenturyLink (Lumen LD)	9.49	Long Distance Access & Usage 04/2026
	518 10 42 00 Communication - Non Dept		001 000 518 General Fund	9.49	Long Distance Access & Usage 04/2026
37630	04/15/2026	04/28/2026	3994 CenturyLink	482.60	Telecommunications - 04/2026
	518 10 42 00 Communication - Non Dept		001 000 518 General Fund	144.66	City Hall Alarm & Fax (2) - 04/2026
	521 22 42 00 Communication - Police		001 000 521 General Fund	289.72	Police BA/Modem & Fax - 04/2026
	531 50 42 00 Communication - Storm		415 000 531 Storm Drain	12.06	PW Alarm - 04/2026
	534 10 42 00 Communication - Water Adr		425 000 534 Water Fund (dep	12.06	PW Alarm - 04/2026
	535 10 42 01 Communication - Sewer Adr		430 000 535 Sewer Fund (dep	12.05	PW Alarm - 04/2026
	542 30 42 00 Communication - Street Reg		101 000 542 City Street Fund	12.05	PW Alarm - 04/2026
37612	04/15/2026	04/28/2026	4324 City Treasurer-Tacoma	71,713.47	Fire/EMS - 05/2026
	522 20 40 00 Tacoma Contract - Fire		001 000 522 General Fund	22,674.67	Fire - 05/2026
	522 20 41 00 Tacoma Contract - EMS		001 000 522 General Fund	49,038.80	EMS - 05/2026
37684	04/23/2026	04/28/2026	6203 Code Mechanical Inc	1,436.81	HVAC Bi-Annual Maintenance Agreement - March 2026
	518 30 48 02 Rep & Maint - City Hall		001 000 518 General Fund	478.94	HVAC Bi-Annual Maintenance Agreement - March 2026
	518 30 48 03 Rep & Maint - PW		001 000 518 General Fund	478.94	HVAC Bi-Annual Maintenance Agreement - March 2026
	518 30 48 04 Rep & Maint - PSB		001 000 518 General Fund	478.93	HVAC Bi-Annual Maintenance Agreement - March 2026
37668	04/21/2026	04/28/2026	3588 Daily Journal Of Commerce, Inc	599.50	P#74 Regents Grind & Overlay Project Engineering Bids

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595 10 63 11	Regents Grind & Overlay #7		101 000 594 City Street Fund	599.50	P#74 Regents Grind & Overlay Project Engineering Bids
37601	04/10/2026	04/28/2026	10913 David Evans and Associates, Inc.	23,217.37	P#74 Regents West Grind & Overlay - Professional Services 03/01/2026-03/28/2026
595 10 63 11	Regents Grind & Overlay #7		101 000 594 City Street Fund	23,217.37	P#74 Regents West Grind & Overlay - Professional Services 03/01/2026-03/28/2026
37611	04/15/2026	04/28/2026	3600 Dept Of Retirement Systems	25.00	OASI Administrative Fee (2025)
513 10 49 02	Dues/Member/Subscriptions:		001 000 513 General Fund	25.00	OASI Administrative Fee (2025)
37615	04/15/2026	04/28/2026	4310 Dept Of Revenue-EXCISE TAX	1,220.97	March 2026 Excise Taxes
518 20 43 01	Excise Tax - Time/Temp Ren		001 000 518 General Fund	3.85	March 2026 Excise Taxes
531 50 44 00	Excise Tax - Storm		415 000 531 Storm Drain	33.34	March 2026 Excise Taxes
534 10 44 00	Excise Tax - Water		425 000 534 Water Fund (de	93.63	March 2026 Excise Taxes
534 10 44 00	Excise Tax - Water		425 000 534 Water Fund (de	70.02	March 2026 Excise Taxes
535 10 44 00	Excise Tax - Sewer		430 000 535 Sewer Fund (de	60.46	March 2026 Excise Taxes
535 10 44 00	Excise Tax - Sewer		430 000 535 Sewer Fund (de	48.02	March 2026 Excise Taxes
571 20 43 00	Excise Tax - Participation Fee		001 000 571 General Fund	813.27	March 2026 Excise Taxes
576 20 43 00	Excise Tax - Pool Revenue		001 000 576 General Fund	97.46	March 2026 Excise Taxes
589 30 00 00	Retail Sales Tax		655 000 580 Agency Fund/Bd	0.92	March 2026 Excise Taxes
37606	04/10/2026	04/28/2026	11352 Dotolo, Danae	78.00	Library Reimbursement - 1 Year
572 21 49 00	Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
37597	04/08/2026	04/28/2026	4858 Ewing Irrigation Products Inc	14.84	Flags for Park
576 80 31 02	Oper Supplies - Parks		001 000 576 General Fund	14.84	Flags for Park
37676	04/22/2026	04/28/2026	4318 Fircrest City of - Interfund (Treasur	3,058.30	April 2026 Interfund
518 30 47 00	Public Utility Services - City I		001 000 518 General Fund	339.95	April 2026 Interfund
531 50 47 02	Public Utility Services - Bldg		415 000 531 Storm Drain	165.16	April 2026 Interfund
531 50 47 02	Public Utility Services - Bldg		415 000 531 Storm Drain	14.58	April 2026 Interfund
534 10 47 00	Utility Services/Building - W		425 000 534 Water Fund (de	165.17	April 2026 Interfund
534 80 47 01	Utility Services/Pumping		425 000 534 Water Fund (de	244.88	April 2026 Interfund
534 80 47 03	Public Utility Services - Mete		425 000 534 Water Fund (de	14.57	April 2026 Interfund
535 10 47 00	Utility Services/Building - Se		430 000 535 Sewer Fund (de	165.17	April 2026 Interfund
535 80 47 04	Public Utility Services - Mete		430 000 535 Sewer Fund (de	14.57	April 2026 Interfund
542 30 47 02	Electricity & Gas/Bldg - Stree		101 000 542 City Street Fund	165.16	April 2026 Interfund
542 30 47 02	Electricity & Gas/Bldg - Stree		101 000 542 City Street Fund	14.58	April 2026 Interfund

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542 80 47 00	Public Utility Services - St Be		101 000 542 City Street Fund	0.40	April 2026 Interfund
548 65 47 00	Utility Services/Building - Sh		501 000 548 Equipment Rent:	34.50	April 2026 Interfund
571 10 47 00	Public Utility Services - Rec		001 000 571 General Fund	309.46	April 2026 Interfund
576 20 47 00	Public Utility Services - Pool		001 000 576 General Fund	271.53	April 2026 Interfund
576 80 47 00	Public Utility Services - Parks		001 000 576 General Fund	1,138.62	April 2026 Interfund
37552 04/02/2026	04/28/2026	2564	Fisher, G W	82.85	05-02670.1 - 1007 PANORAMA CT
343 10 00 00	Storm Drain Revenues		415 000 340 Storm Drain	-33.71	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (dep	-29.88	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (dep	-19.26	
37655 04/20/2026	04/28/2026	6950	Getting Personal Imprinting LLC	60.56	UV Plates for Fun Days (Qty 4)
573 90 49 01	Community Events		001 000 573 General Fund	60.56	UV Plates for Fun Days (Qty 4)
37673 04/22/2026	04/28/2026	698	Goon, Karen	78.00	Library Reimbursement - 1 Year
572 21 49 00	Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
37651 04/20/2026	04/28/2026	6774	Greenleaf Landscaping 1 Inc	583.53	Irrigation Startups and Repairs
542 30 48 01	Rep & Maint - Street Maint		101 000 542 City Street Fund	583.53	Irrigation Startups and Repairs
37648 04/20/2026	04/28/2026	3692	Home Depot Credit Services	70.52	Easter Egg Hunt Supplies
573 90 49 01	Community Events		001 000 573 General Fund	70.52	Easter Egg Hunt Supplies
37667 04/21/2026	04/28/2026	7893	ICMA Membership Payments	1,200.00	2026 Annual Membership - City Manager D. Masko
513 10 49 02	Dues/Member/Subscriptions:		001 000 513 General Fund	1,200.00	2026 Annual Membership - City Manager D. Masko
37671 04/21/2026	04/28/2026	2366	Jones, Tim	78.00	Library Reimbursement - 1 Year (Tim)
572 21 49 00	Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year (Tim)
37602 04/10/2026	04/28/2026	5137	Kee, Eva Maria	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
37624 04/15/2026	04/28/2026	9817	Kenyon Disend	7,603.00	Attorney Services - March 2026
515 41 41 01	City Attorney		001 000 515 General Fund	7,273.00	Attorney Services - March 2026
515 41 41 02	Special Legal Counsel		001 000 515 General Fund	247.50	Attorney Services - March 2026
534 10 41 02	Legal Services		425 000 534 Water Fund (dep	82.50	Attorney Services - March 2026
37625 04/15/2026	04/28/2026	9817	Kenyon Disend	1,677.50	Attorney Services - March 2026

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515 41 41 02	Special Legal Counsel		001 000 515 General Fund	1,677.50	Attorney Services - March 2026
Total Kenyon Disend				9,280.50	
37644	04/16/2026	04/28/2026	11294 Kullman, Martha M.	160.00	Spanish Interpreting (2 hrs) - 26CR27575
512 52 41 03	Prof Svcs - Interpreter - RMC		001 000 512 General Fund	160.00	Spanish Interpreting (2 hrs) - 26CR27575
37659	04/20/2026	04/28/2026	11355 Lindgren, Olive	78.00	Library Reimbursement - 1 Year
572 21 49 00	Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
37593	04/08/2026	04/28/2026	3791 Lowe's Company-#338954	173.02	Rags Box (200ct) & Diesel Treatment
535 50 31 01	Oper Supplies - Sewer Main		430 000 535 Sewer Fund (dep	107.12	Rags Box (200ct)
548 65 48 13	O & M - Storm		501 000 548 Equipment Rent	65.90	Diesel Treatment
37662	04/21/2026	04/28/2026	3791 Lowe's Company-#338954	19.08	Pad for Push Buttons on Regents/Electron Crosswalk
542 30 31 02	Oper Supplies - Street Reg		101 000 542 City Street Fund	19.08	Pad for Push Buttons on Regents/Electron Crosswalk
37663	04/21/2026	04/28/2026	3791 Lowe's Company-#338954	180.12	Concrete & Wheelbarrow
542 30 31 02	Oper Supplies - Street Reg		101 000 542 City Street Fund	23.78	Concrete
542 30 35 00	Small Tools & Equip - Street		101 000 542 City Street Fund	156.34	Wheelbarrow
Total Lowe's Company-#338954				372.22	
37595	04/08/2026	04/28/2026	2443 Maier, Elizabeth	78.00	Library Reimbursement - 1 Year
572 21 49 00	Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
37603	04/10/2026	04/28/2026	1687 Mika, Robert P.	78.00	Library Reimbursement - 1 Year
572 21 49 00	Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
37666	04/21/2026	04/28/2026	11357 Miller, Elaine	40.00	Senior Trip Refund - Knutsen Farms Tulip Fields
347 30 00 11	Senior Trips		001 000 340 General Fund	-40.00	Senior Trip Refund - Knutsen Farms Tulip Fields
37660	04/20/2026	04/28/2026	11356 Monnett, Clark	100.00	Security Deposit/Space & Facility Rental Refund, Monnett, 06/20/26
362 40 00 00	Rental Revenue - Space & Fa		001 000 360 General Fund	-25.00	Space & Facility Rental Refund, Monnett, 06/20/26
582 10 00 00	Deposit Refunds		001 000 580 General Fund	75.00	Security Deposit Refund, Monnett, 06/20/26

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37596	04/08/2026	04/28/2026	3923 Orca Pacific Inc	2,434.40	Hypochlorite Solution Sodium Hypochlorite 8 (330 Gal), Muriatic-Hydrochloric Acid (90 Gal)
	576 20 31 01	Oper Supplies - Pool Chemi	001 000 576	2,434.40	Hypochlorite Solution Sodium Hypochlorite 8 (330 Gal), Muriatic-Hydrochloric Acid (90 Gal)
37652	04/20/2026	04/28/2026	3958 PC Budget & Finance - Jail	3,096.60	Jail Services - March 2026
	523 60 40 01	Jail	001 000 523	3,096.60	Jail Services - March 2026
37626	04/15/2026	04/28/2026	8993 Pacific Office Automation, Inc.	549.59	Copier Lease 03/01/26-04/01/26
	512 51 45 00	Oper Rentals - Copier - Cour	001 000 512	9.58	Court 03/01/26-04/01/26
	518 10 45 00	Oper Rentals - Copier - Non	001 000 518	18.66	City Hall 03/01/26-04/01/26
	531 50 45 00	Oper Rentals - Copier - Storm	415 000 531	2.93	Storm 03/01/26-04/01/26
	534 10 45 02	Oper Rentals - Copier - Water	425 000 534	2.93	Water 03/01/26-04/01/26
	535 10 45 00	Oper Rentals - Copier - Sewer	430 000 535	2.92	Sewer 03/01/26-04/01/26
	542 30 45 00	Oper Rentals - Copier - Street	101 000 542	2.92	Street 03/01/26-04/01/26
	571 10 45 01	Oper Rentals - Copier - Rec	001 000 571	9.42	Rec 03/01/26-04/01/26
	576 80 45 00	Oper Rentals - Copier - Park	001 000 576	1.05	Parks 03/01/26-04/01/26
	591 12 70 00	Lease Payments - Court	001 000 591	94.84	Court 03/01/26-04/01/26
	591 18 70 10	Lease Payments - Non-Dept	001 000 591	184.78	City Hall 03/01/26-04/01/26
	591 31 70 00	Lease Payments - Storm	415 000 591	28.99	Storm 03/01/26-04/01/26
	591 34 70 00	Lease Payments - Water Adr	425 000 591	28.99	Water 03/01/26-04/01/26
	591 35 70 00	Lease Payments - Sewer	430 000 591	28.99	Sewer 03/01/26-04/01/26
	591 71 70 00	Lease Payments - Recreation	001 000 591	93.23	Rec 03/01/26-04/01/26
	591 76 70 80	Lease Payments - Parks	001 000 591	10.36	Parks 03/01/26-04/01/26
	591 95 70 00	Lease Payments - Street	101 000 591	29.00	Street 03/01/26-04/01/26
37631	04/15/2026	04/28/2026	8993 Pacific Office Automation, Inc.	416.55	Copier Usage 03/01/26-03/31/26
	512 51 45 00	Oper Rentals - Copier - Cour	001 000 512	23.46	Court 03/01/26-03/31/26
	518 10 45 00	Oper Rentals - Copier - Non	001 000 518	294.98	City Hall 03/01/26-03/31/26
	531 50 45 00	Oper Rentals - Copier - Storm	415 000 531	23.69	Storm 03/01/26-03/31/26
	534 10 45 02	Oper Rentals - Copier - Water	425 000 534	23.69	Water 03/01/26-03/31/26
	535 10 45 00	Oper Rentals - Copier - Sewer	430 000 535	23.68	Sewer 03/01/26-03/31/26
	542 30 45 00	Oper Rentals - Copier - Street	101 000 542	23.69	Street 03/01/26-03/31/26
	571 10 45 01	Oper Rentals - Copier - Rec	001 000 571	3.02	Rec 03/01/26-03/31/26
	576 80 45 00	Oper Rentals - Copier - Park	001 000 576	0.34	Parks 03/01/26-03/31/26
Total Pacific Office Automation, Inc.				966.14	
37598	04/08/2026	04/28/2026	3945 Patriot Fire Protection, Inc	2,050.06	Fire Sprinkler Inspection (5 Year)

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	518 30 48 01	Rep & Maint - Rec Bldg	001 000 518 General Fund	2,050.06	Fire Sprinkler Inspection (5 Year)
37599	04/08/2026	04/28/2026	3945 Patriot Fire Protection, Inc	1,551.31	Fire Sprinkler Inspection (5 Year)
	518 30 48 03	Rep & Maint - PW	001 000 518 General Fund	1,551.31	Fire Sprinkler Inspection (5 Year)
Total Patriot Fire Protection, Inc				3,601.37	
37646	04/20/2026	04/28/2026	3955 Petrocard Systems Inc	842.28	Gas/Fuel - 04/2026
	548 65 31 11	Gas - Parks/Rec	501 000 548 Equipment Rent:	181.48	Parks 04/2026
	548 65 31 12	Gas - Street	501 000 548 Equipment Rent:	269.62	Street - 04/2026
	548 65 31 13	Gas - Storm	501 000 548 Equipment Rent:	48.83	Storm - 04/2026
	548 65 31 14	Gas - Water/Sewer	501 000 548 Equipment Rent:	342.35	Water/Sewer - 04/2026
37677	04/22/2026	04/28/2026	3956 Petty Cash-City Hall	45.48	Petty Cash Reimbursement - 04/28/26
	521 10 49 01	Meals - Other Than Travel/Ti	001 000 521 General Fund	13.51	Civil Service Oral Board Snacks - 03/11/26
	521 10 49 01	Meals - Other Than Travel/Ti	001 000 521 General Fund	24.49	Civil Service Oral Board Snacks - 01/08/26
	534 80 31 03	Oper Supplies - Chlorine	425 000 534 Water Fund (dep	4.48	PVC Fittings for Chlorine Pump
	534 80 41 00	Water Testing	425 000 534 Water Fund (dep	3.00	Ice for Shipping PFAS Water Samples
37665	04/21/2026	04/28/2026	3751 Psomas, DBA KPG Psomas	6,954.00	Task Order 2026-03 - SWMP Plan for 2026 - services from 2/27/26-3/26/26
	531 50 41 00	Prof Svcs - Storm	415 000 531 Storm Drain	6,954.00	Task Order 2026-03 - SWMP Plan for 2026 - services from 2/27/26-3/26/26
37687	04/23/2026	04/28/2026	4805 Puget Paving & Construction Inc	6,055.50	Pervious Sidewalk Cleaning on Emerson from Edwards to Alameda
	531 50 48 00	Rep & Maint - Storm	415 000 531 Storm Drain	6,055.50	Pervious Sidewalk Cleaning on Emerson from Edwards to Alameda
37605	04/10/2026	04/28/2026	3986 Puget Sound Energy, BOT-01H	218.72	Natural Gas - City Hall - March 2026
	518 30 47 00	Public Utility Services - City I	001 000 518 General Fund	218.72	Natural Gas - City Hall - March 2026
37621	04/15/2026	04/28/2026	3986 Puget Sound Energy, BOT-01H	454.42	Natural Gas - PW - March 2026
	531 50 47 02	Public Utility Services - Bldg	415 000 531 Storm Drain	113.60	Natural Gas - PW - March 2026
	534 10 47 00	Utility Services/Building - W:	425 000 534 Water Fund (dep	113.60	Natural Gas - PW - March 2026
	535 10 47 00	Utility Services/Building - Se	430 000 535 Sewer Fund (dep	113.61	Natural Gas - PW - March 2026
	542 30 47 02	Electricity & Gas/Bldg - Stree	101 000 542 City Street Fund	113.61	Natural Gas - PW - March 2026

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			Total Puget Sound Energy, BOT-01H	673.14	
37686	04/23/2026	04/28/2026	10547 Puget Sound Petroleum, Inc.	4,751.14	Fuel for Backup Generators at Well Sites and Booster Pump Station
	534 50 48 01	Rep & Maint - Water Maint	425 000 534 Water Fund (dep	1,330.31	Fuel for Backup Generators at Well Sites and Booster Pump Station
	535 50 48 00	Rep & Maint - Sewer Maint	430 000 535 Sewer Fund (dep	3,420.83	Fuel for Backup Generators at Well Sites and Booster Pump Station
37623	04/15/2026	04/28/2026	4683 Puyallup, City of	370.00	Jail Services - March 2026
	523 60 40 01	Jail	001 000 523 General Fund	370.00	Jail Services - March 2026
37647	04/20/2026	04/28/2026	10812 Quadient Finance USA, Inc.	2,000.00	Postage Meter Refill - April 2026
	518 10 42 01	Postage - Non Dept	001 000 518 General Fund	2,000.00	Postage Meter Refill - April 2026
37610	04/15/2026	04/28/2026	11351 Roberts, Vanessa	78.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
37627	04/15/2026	04/28/2026	11353 Rodenbeck, Alex	450.00	Youth Basketball League Referee 01/10/26 - 02/28/26
	571 10 41 02	Prof Svcs - Rec - Officiating	001 000 571 General Fund	450.00	Youth Basketball League Referee 01/10/26 - 02/28/26
37614	04/15/2026	04/28/2026	10434 Romero, Stacey F	150.00	Spanish Interpreting (2 hrs) 26CR13968, 26CR13969, 26IN13635, 26IN18292 - 04/08/2026
	512 51 41 03	Prof Svcs - Interpreter - FMC	001 000 512 General Fund	150.00	Spanish Interpreting (2 hrs) 26CR13968, 26CR13969, 26IN13635, 26IN18292 - 04/08/2026
37639	04/16/2026	04/28/2026	11164 Sehmel, AICP, Lindsey	3,900.00	Contracted Services from 03/19/26-04/09/26
	558 60 41 00	Prof Svcs - Planning	001 000 558 General Fund	3,900.00	Contracted Services from 03/19/26-04/09/26
37604	04/10/2026	04/28/2026	6088 Sentinel Pest Control Inc	141.83	Pest Control - City Hall - 04/2026
	518 30 48 02	Rep & Maint - City Hall	001 000 518 General Fund	141.83	Pest Control - City Hall - 04/2026
37649	04/20/2026	04/28/2026	6088 Sentinel Pest Control Inc	270.90	Pest Control - PW - 04/2026
	531 50 48 00	Rep & Maint - Storm	415 000 531 Storm Drain	67.72	Pest Control - PW - 04/2026
	534 50 48 01	Rep & Maint - Water Maint	425 000 534 Water Fund (dep	67.73	Pest Control - PW - 04/2026
	535 50 48 00	Rep & Maint - Sewer Maint	430 000 535 Sewer Fund (dep	67.73	Pest Control - PW - 04/2026
	542 30 48 01	Rep & Maint - Street Maint	101 000 542 City Street Fund	67.72	Pest Control - PW - 04/2026

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			Total Sentinel Pest Control Inc	412.73	
37669	04/21/2026	04/28/2026	4084 Staples Business Advantage	43.51	Office Supplies - Central & Rec
	518 10 34 01	Office & Oper Sup - Central	001 000 518 General Fund	11.23	Office Supplies - Central
	571 10 31 00	Office & Oper Sup - Rec	001 000 571 General Fund	32.28	Office Supplies - Rec
37607	04/15/2026	04/28/2026	9609 Stiles, Jessica	51.01	04-01500.0 - 514 FORREST PARK DR
	343 10 00 00	Storm Drain Revenues	415 000 340 Storm Drain	-13.34	
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (dep	-15.79	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (dep	-21.88	
37661	04/21/2026	04/28/2026	4107 Summit Law Group	977.50	Legal Consulting - March 2026
	515 41 41 02	Special Legal Counsel	001 000 515 General Fund	977.50	Legal Consulting - March 2026
37613	04/15/2026	04/28/2026	4328 Systems for Public Safety Inc	779.73	#BTS6572 - 2020 Ford Interceptor Utility - Replace Rear & Front Brake Pads & Rotors (Qty 2 each), Replace Front Brake Pad (Qty 1)
	548 65 48 08	O & M - Police	501 000 548 Equipment Rent:	779.73	#BTS6572 - 2020 Ford Interceptor Utility - Replace Rear & Front Brake Pads & Rotors (Qty 2 each), Replace Front Brake Pad (Qty 1)
37622	04/15/2026	04/28/2026	4328 Systems for Public Safety Inc	349.46	#71536D - 2023 Ford Interceptor Utility - LOF, Replace Wiper Blades, Clean Fuel System
	548 65 48 08	O & M - Police	501 000 548 Equipment Rent:	349.46	#71536D - 2023 Ford Interceptor Utility - LOF, Replace Wiper Blades, Clean Fuel System
			Total Systems for Public Safety Inc	1,129.19	
37670	04/21/2026	04/28/2026	4322 Tacoma, City of - POWER	9,752.27	Power - Various Locations - 03/2026
	518 30 47 00	Public Utility Services - City I	001 000 518 General Fund	732.20	City Hall Power - 03/2026
	531 50 47 02	Public Utility Services - Bldg	415 000 531 Storm Drain	95.09	PW Power - 03/2026
	534 10 47 00	Utility Services/Building - Wi	425 000 534 Water Fund (dep	95.08	PW Power - 03/2026
	534 80 47 01	Utility Services/Pumping	425 000 534 Water Fund (dep	3,287.65	PW, Well #4 & #9 - 03/2026
	535 10 47 00	Utility Services/Building - Se	430 000 535 Sewer Fund (dep	95.08	PW Power - 03/2026
	535 80 47 01	Utility Services/Pumping	430 000 535 Sewer Fund (dep	1,453.22	Pumps/LS Power - 03/2026
	542 30 47 02	Electricity & Gas/Bldg - Stree	101 000 542 City Street Fund	95.09	PW Power - 03/2026
	542 30 47 03	Electricity/Traffic Lights	101 000 542 City Street Fund	24.22	Traffic Control - 03/2026
	548 65 47 00	Utility Services/Building - Sh	501 000 548 Equipment Rent:	175.72	F&E Garage Power - 03/2026
	571 10 47 00	Public Utility Services - Rec	001 000 571 General Fund	1,388.61	Rec Center Power - 03/2026

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576 20 47 00	Public Utility Services - Pool		001 000 576 General Fund	1,251.58	Pool Power - 03/2026
576 80 47 00	Public Utility Services - Parks		001 000 576 General Fund	1,058.73	Parks Power - 03/2026
37664	04/21/2026	04/28/2026	4139 Tapco Visa Card	1,229.05	Tapco Charges thru 04/19/26
571 10 31 02	Senior Program Supplies		001 000 571 General Fund	163.03	Senior Bunco Supplies
571 10 41 00	Senior Trips		001 000 571 General Fund	1,066.02	Senior Trip - Tacoma Rainier's Golden Year's Baseball Game & Parking (Qty 17) - 05/12/26, Senior Trip - Knutsen Tulip Festival (Qty 14)- 05/22/26, Rebate on Tapco Account
37641	04/16/2026	04/28/2026	7367 Telles, Louis	78.00	Library Reimbursement - 1 Year (Lisa)
572 21 49 00	Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year (Lisa)
37609	04/15/2026	04/28/2026	3132 Theodor, Dean G.	242.00	07-00338.1 - 302 BIRCH ST
343 10 00 00	Storm Drain Revenues		415 000 340 Storm Drain	-52.27	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-63.38	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-126.35	
37616	04/15/2026	04/28/2026	4151 Tools Plus Industries LLC	466.13	Metric Master Impact Socket Set, Wipes (Qty 6)
535 50 31 01	Oper Supplies - Sewer Maini		430 000 535 Sewer Fund (de	198.04	Wipes (Qty 6)
535 80 35 00	Small Tools & Equip - Sewer		430 000 535 Sewer Fund (de	268.09	Metric Master Impact Socket Set
37685	04/23/2026	04/28/2026	9003 U.S. Bank St. Paul	150,600.00	Bond Payment (Interest Only Through 5/31/2026) FIRUTG019
592 75 82 01	Interest Payment - Park Bon		201 000 591 Park Bond Debt	150,600.00	Bond Payment (Interest Only Through 5/31/2026) FIRUTG019
37642	04/16/2026	04/28/2026	5934 US Bank, City Hall Account	22.15	US Bank Charges thru 04/14/26
511 60 31 00	Office & Oper Sup - Legis		001 000 511 General Fund	22.15	Frame for Proclamation - Sexual Assault Awareness Month
37672	04/22/2026	04/28/2026	8483 US Bank, Public Works Dept Account	289.36	P-Card Charges thru 04/10/26
518 10 49 03	Dues/Member/Subscriptions:		001 000 518 General Fund	45.00	MRSC Rosters - Annual Charge 2026
531 50 49 05	Dues/Member/Subscriptions:		415 000 531 Storm Drain	45.00	MRSC Rosters - Annual Charge 2026
534 10 49 03	Dues/Member/Subscriptions:		425 000 534 Water Fund (de	45.00	MRSC Rosters - Annual Charge 2026
534 80 41 00	Water Testing		425 000 534 Water Fund (de	64.36	Fluoride Reagent for Water Testing
535 10 49 02	Dues/Member/Subscriptions:		430 000 535 Sewer Fund (de	45.00	MRSC Rosters - Annual Charge 2026
542 30 49 03	Dues/Member/Subscriptions:		101 000 542 City Street Fund	45.00	MRSC Rosters - Annual Charge 2026
37643	04/16/2026	04/28/2026	8484 US Bank, Recreation Dept Account	3,007.65	P-Card Charges thru 04/13/26

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517 90 31 01	Oper Supplies - Wellness Pr		001 000 517 General Fund	141.72	March Madness Quarterly Lunch Supplies
571 10 31 01	Oper Supplies - Rec		001 000 571 General Fund	178.35	Paper Towels, Paper Plates, Scrub Brush Bottle Brush, Coffee Creamer
571 10 31 02	Senior Program Supplies		001 000 571 General Fund	293.10	Senior Morning Supplies
571 10 31 03	Youth Supplies		001 000 571 General Fund	19.48	Day Camp Breakfast
571 10 31 06	Program Supplies - Youth		001 000 571 General Fund	370.39	Baseball Safety Base Set (Qty 2), Four-Way Picther's Mound
571 10 43 00	Travel - Rec		001 000 571 General Fund	561.19	Washington Festival & Events Association Spring Conference 4/20-4/22/26 - J Schmitdke
573 90 49 01	Community Events		001 000 573 General Fund	1,443.42	Easter & Medallion Madness Sponsor Thank You's, Strawberry Festival Banner, Happy Birthday Murphy Stickers & Shirt, Car Show Pins (Qty 500), Washington Festival & Events Association Spri
37629	04/15/2026	04/28/2026	4176 Univar USA Inc	3,951.71	Fluoride For All Wells (2,200 lbs)
534 80 31 01	Fluoride		425 000 534 Water Fund (de	3,951.71	Fluoride For All Wells (2,200 lbs)
37682	04/23/2026	04/28/2026	4178 University Place Refuse Inc	852.83	Dumping Fees - 04/2026
531 50 47 01	Dumping Fees - Storm		415 000 531 Storm Drain	482.56	Dumping Fees - Storm 04/2026
534 80 47 02	Dumping Fees - Water		425 000 534 Water Fund (de	92.57	Dumping Fees - Water 04/2026
535 80 47 02	Dumping Fees - Sewer		430 000 535 Sewer Fund (de	92.57	Dumping Fees - Sewer 04/2026
542 30 47 01	Dumping Fees - Street		101 000 542 City Street Fund	92.56	Dumping Fees - Street 04/2026
576 80 47 01	Dumping Fees - Parks		001 000 576 General Fund	92.57	Dumping Fees - Parks 04/2026
37653	04/20/2026	04/28/2026	9253 University Place Tire & Auto	94.05	#62853 LOF, Reset Maintenance Light, Vehicle Inspection
548 65 48 06	O & M - Facilities		501 000 548 Equipment Rent:	94.05	#62853 LOF, Reset Maintenance Light, Vehicle Inspection
37656	04/20/2026	04/28/2026	4222 WRPA	557.02	2026 Annual WRPA Conference (Cindell Stacy)
571 10 49 02	Reg & Tuition - Rec		001 000 571 General Fund	557.02	2026 Annual WRPA Conference (Cindell Stacy)
37657	04/20/2026	04/28/2026	4222 WRPA	557.02	2026 Annual WRPA Conference (Ryan Brown)
571 10 49 02	Reg & Tuition - Rec		001 000 571 General Fund	557.02	2026 Annual WRPA Conference (Ryan Brown)
37658	04/20/2026	04/28/2026	4222 WRPA	100.00	2026 Annual WRPA Conference & Tradeshow - Golf Tournament (Ryan Brown)
571 10 49 02	Reg & Tuition - Rec		001 000 571 General Fund	100.00	2026 Annual WRPA Conference & Tradeshow - Golf Tournament (Ryan Brown)

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			Total WRPA	1,214.04	
37620	04/15/2026	04/28/2026	5286 Winsupply	358.70	Check Valve for Weathervane Booster Pump Station
	534 50 31 01 Oper Supplies - Water Main		425 000 534 Water Fund (de	358.70	Check Valve for Weathervane Booster Pump Station

Report Total: 333,733.60

Fund	
001 General Fund	119,533.60
101 City Street Fund	25,555.76
201 Park Bond Debt Service Fund	150,600.00
415 Storm Drain	14,200.14
425 Water Fund (department)	11,299.17
430 Sewer Fund (department)	10,180.37
501 Equipment Rental Fund	2,363.64
655 Agency Fund/Bdg Permit	0.92

This report has been reviewed by:

REMARKS:

Signature & Title

Date

Councilmembers David M. Viafore, Shannon Reynolds, Brett. L. Wittner, Karen Mauer-Smith, Hunter T. George, Joe Barrentine, and Mayor Nikki Bufford were present.

CITY COUNCIL PHOTO SESSION

The Council convened at 6:45 P.M. at Fircrest City Hall for the official City Council photograph.

There was no action taken, and the meeting concluded at 7:00 P.M.

Nikki Bufford, Mayor

Arlette Burkhart, City Clerk

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Mayor Nikki Bufford called the regular meeting to order at 7:00 P.M. and led the Pledge of Allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Brett L. Wittner, Karen Mauer-Smith, Hunter T. George, and Joe Barrentine were present.

PRESIDING OFFICER’S REPORT

A. Proclamation: Parks Appreciation Day

Mayor Bufford read the proclamation titled Parks Appreciation Day into the record. **Councilmember Wittner MOVED to authorize the Mayor’s signature on the proclamation proclaiming April 18, 2026, as Parks Appreciation Day in the City of Fircrest; seconded by Councilmember Mauer-Smith.** Mayor Bufford invited Councilmember comment; none were provided. Mayor Bufford commented on the upcoming Pierce Conservation District Whittier Park clean-up event. Mayor Bufford invited public comment; none were provided.

The Motion Carried (7-0).

B. Proclamation: Sexual Assault Awareness Month

Councilmember Reynolds read the proclamation titled Sexual Assault Awareness Month into the record. **Councilmember Wittner MOVED to authorize the Mayor’s signature on the proclamation proclaiming the month of April 2026 as Sexual Assault Awareness Month in the City of Fircrest; seconded by Councilmember Reynolds.** Mayor Bufford invited Councilmember comment. Councilmember Reynolds expressed support for Rebuilding Hope Sexual Assault Center and commented on the importance of their services. Mayor Bufford invited public comment.

- Rebuilding Hope Sexual Assault Center Executive Director Carlyn Sampson thanked the City for the proclamation and partnership. She highlighted the prevalence of sexual violence and encouraged community awareness and education.

The Motion Carried (7-0).

CITY MANAGER COMMENTS

City Manager Masko provided an update on the Whittier Elementary School Replacement Project and reported that the Hearing Examiner approved the conditional use permit and that the Interlocal Agreement with Tacoma Public Schools is being finalized. Ms. Masko reported on the upcoming Coffee with a Councilmember hosted by Pierce County Councilmember Rosie Ayala. Lastly, she reported on the employee wellness March Madness event.

DEPARTMENT HEAD COMMENTS

- Police Chief Celis provided a departmental update to include calls for service, a recent incident involving a burglary arrest, and a report of possible gunfire at Thelma Gilmur Park. He reported on the receipt of grant-funded ballistic vests, discussions with AXON regarding body-worn camera services, and announced Officer Thompson’s successful completion of probation. There was a brief discussion about the vandalized signage at Thelma Gilmur Park.
- Parks and Recreation Director Jeff Grover reported on the Easter Egg Hunt event, youth baseball season preparations, and upcoming dive training at the pool. There was a brief discussion on the University Place partnership with the YMCA and its impacts on Fircrest recreation

programming. There is no expected impact. Further discussions included proof of Fircrest residency for pool passes and exploring alternative identification methods.

- Public Works Director Bemis provided a departmental update to include the Alameda Avenue sidewalk paving and its asphalt transition concerns, and ongoing maintenance of the Emerson Street pervious sidewalks. There was a brief discussion on a moss-covered pathway at the end of Claremont Street.

COUNCILMEMBER COMMENTS

- Councilmember Viafore commented on Blake Surina’s upcoming retirement, the passing of community members, and recognizing their contributions to the Fircrest community.
- Councilmember Reynolds; no comment.
- Councilmember Wittner reported that April is Sarcoidosis Awareness Month and expressed appreciation for awareness and understanding as he continues treatment.
- Councilmember George expressed appreciation for comments shared by Councilmembers.
- Councilmember Mauer-Smith; no comment.
- Councilmember Barrentine; no comment.
- Mayor Bufford; no comment.

PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

Mayor Bufford invited public comment. The following individual provided public comment:

- Cub Scout Troop 219 Jax Goodyear and Jace Goodger introduced themselves.

The Council welcomed the scouts.

COMMITTEE, COMMISSION, AND LIAISON REPORTS

A. Administration

There was no report.

B. Built Environmental, Planning, and Building

Councilmember Wittner provided a brief report on the Whittier Elementary School Replacement Project and the Hearing Examiner's decision to approve the conditional use permit.

C. Finance and Information Technology

Councilmember Barrentine reported that the 2025 State Auditor’s Office audit is ongoing and ahead of schedule. He also reported on the City’s password policy update.

D. Pierce Transit

Councilmember Reynolds reported that the Pierce Transit Board’s meeting was canceled.

E. South Sound Housing Affordability Partners

Councilmember George reported on the South Sound Housing Affordability Partners appointed members to its advisory board and received presentations from Pierce County on affordable housing programs.

F. Other Liaison Reports

There were no other liaison reports.

CONSENT CALENDAR

Mayor Bufford requested the City Clerk read the Consent Calendar:

- A. Approval of Check No. 224211, 224312 through No. 224407 in the amount of \$336,135.66
Approval of Check No. 14593 through No. 14594 in the amount of \$9,569.97
Approval of Check No. 14595 through No. 14602 in the amount of \$84,970.64
Approval of payroll electronic funds transfer in the amount of \$175,747.22
- B. Registering no objections to the Stina’s Cellars Liquor License Renewal Application
- C. Approval of March 16, 2026, Study Session minutes
Approval of March 24, 2026, Regular Meeting minutes

Councilmember Mauer-Smith MOVED to approve the Consent Calendar as read; seconded by Councilmember George.

Councilmember Viafore requested the removal of the following vouchers:

- Accounts Payable No. 37465 – Windmill Gardens, LLC in the amount of \$3,725.98
- Accounts Payable No. 37568 – Michael Williams in the amount of \$2,350.00

The Council MOVED to approve the Consent Agenda as amended.

The Motion Carried (7-0).

Councilmember Viafore reported that Accounts Payable No. 37465 – Windmill Gardens is for the beautification hanging baskets, with a deposit paid at the time of order and the remaining balance due upon delivery. There was a consensus to hold Accounts Payable No. 37465 – Windmill Gardens until the hanging baskets are delivered.

Councilmember Viafore reported that Accounts Payable No. 37568 – Michael Williams is for a sewer backup claim for damages. There was a discussion regarding process concerns, City insurance procedures, and a negotiated settlement.

Councilmember George MOVED to authorize payment of Account Payable No. 37568 – Michael Williams in the amount of \$2,350.00; seconded by Councilmember Barrentine. Mayor Bufford invited public comment; none were provided.

The Motion Carried (7-0).

PUBLIC HEARING

There was no public hearing scheduled.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

A. Motion: Letter of Support to Sound Transit for Tacoma Community College Extension

Councilmember George provided an overview of Sound Transit’s financial situation and their need to prioritize projects. He encouraged the Council to review and discuss the importance of the Tacoma Community College (TCC) extension. **Councilmember George MOVED to support the letter to Sound Transit regarding the Tacoma Community College extension; seconded by Councilmember Mauer-Smith.** Mayor Bufford invited Councilmember comments. Council discussions included the signatory authority on the proposed letter, the need for further review of the letter, potential impacts to Fircrest, and concerns regarding the use of eminent domain by Sound Transit. There was a consensus to incorporate language acknowledging general concerns related to future design and implementation. Mayor Bufford invited public comment; none were provided.

The Motion Carried (7-0).

B. Resolution No. 2022: Alameda Avenue Sidewalk Project Change Order No. 1

Public Works Director Bemis briefed the Council on the proposed resolution and highlighted that the change order completes pavement improvements along the east side of Alameda Avenue for the full project length. **Councilmember Mauer-Smith MOVED to adopt Resolution No. 2022, authorizing the City Manager to execute Change Order No. 1 to the Alameda Avenue West Sidewalk Project construction contract to include paving of the east side of Alameda Avenue; seconded by Councilmember Barrentine.** Mayor Bufford invited Councilmember comments; none were provided. Mayor Bufford invited public comment; none were provided.

The Motion Carried (7-0).

C. Whittier Park Interlocal Agreement Discussion

City Manager Masko provided an overview of the proposed Interlocal Agreement with Tacoma Public Schools for the use of Whittier Park as a construction staging area for the Whittier Elementary School capital project. She reported that the agreement is almost finalized and will return to the Council for action at the next meeting.

City Attorney Eide highlighted elements of the agreement, including defined staging areas, restoration requirements, compensation for loss of use and revenue, coordination expectations, and ongoing discussions with the City and Tacoma Public Schools. She stated that the remaining items include final compensation amounts, scheduling details, and certain operational provisions.

Council discussions included restoration expectations, potential park improvements, compensation considerations, and addressing the impacts to City facilities and operations.

Councilmember Reynolds left the meeting at 8:54 P.M.

D. 2025 Year-End Financial Report

Finance Director Deskins presented the City’s 2025 year-end report, highlighting stable revenue, controlled expenditures, and strong fund balances. The General Fund ended the year with a balance of approximately \$4.72 million, and the cumulative reserve remained fully funded. She highlighted revenue sources, including taxes and service charges. Major expenditures included police services, fire/EMS, and parks and recreation. Councilmember Barrentine requested a five-year trend analysis of sales tax revenue in Fircrest.

CALL FOR FINAL COMMENTS

Councilmember Barrentine expressed appreciation for City staff.

EXECUTIVE SESSION

There was no executive session.

ADJOURNMENT

Councilmember Barrentine MOVED to adjourn the meeting at 9:08 P.M., seconded by Councilmember Mauer-Smith.

The Motion Carried (6-0).

Nikki Bufford, Mayor

Arlette Burkhart, City Clerk

FIRCREST CITY COUNCIL AGENDA SUMMARY

AGENDA TOPIC: Interlocal Agreement with Tacoma School District No. 10 for the Use and Restoration of Whittier Park

ITEM: 13A

DATE: April 28, 2026

FROM: Dawn Masko, City Manager

RECOMMENDED MOTIONS: I move to adopt Resolution No. _____, authorizing the City Manager to execute an Interlocal Agreement with Tacoma School District No. 10 for the use and restoration of Whittier Park in support of the Whittier Elementary School replacement project.

PROPOSAL: The City Council is being asked to authorize the City Manager to execute an Interlocal Agreement with Tacoma School District No. 10 for the use and restoration of Whittier Park for construction staging in conjunction with the Whittier Elementary School capital project.

FISCAL IMPACT: The District will reimburse the City for eligible costs, including lost program revenue, and will fund park restoration through the Capital Projects bond issue approved by voters on February 11, 2020.

ADVANTAGES: Provides necessary space for construction staging and contractor parking during the Whittier Elementary School project. Reduces or eliminates the need for construction vehicles to park on public streets.

DISADVANTAGES: Temporary loss of access to a portion of Whittier Park during construction.

ALTERNATIVES: None that is feasible.

BACKGROUND: Tacoma Public Schools (District) has awarded a contract to Cornerstone Construction for the design and construction of a new Whittier Elementary School. The new facility will be built adjacent to the existing school, allowing students to remain on campus throughout construction.

To support this approach, space will be needed for temporary construction staging activities. A portion of Whittier Park, located adjacent to District property, has been identified as the most suitable location for staging construction materials, vehicles, and equipment during the project.

The City of Fircrest has been supportive of this proposal, as it reduces the impact of construction-related parking on surrounding neighborhood streets. In exchange for the use of a portion of Whittier Park, the District will reimburse the City for lost revenue and will restore the impacted park area to its pre-construction condition – or better – including repair of any other damage resulting from construction activities on City property.

The City and District have been working collaboratively on an Interlocal Agreement (ILA) that outlines roles, responsibilities, and expectations related to the use and restoration of Whittier Park.

The ILA included in the Council agenda materials is still in draft form. An updated ILA will be provided as soon as it is available, prior to the April 28th meeting.

The Tacoma Public Schools Board of Directors approved the Whittier Park ILA at its April 2nd Board meeting, with the understanding that minor details remain to be finalized.

ATTACHMENTS: [Resolution](#)
[Draft Interlocal Agreement with Tacoma Public Schools](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH
TACOMA SCHOOL DISTRICT NO. 10 FOR THE USE AND
RESTORATION OF WHITTIER PARK IN SUPPORT OF THE
WHITTIER ELEMENTARY SCHOOL REPLACEMENT PROJECT.**

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.24 of the Revised Code of Washington, provides for interlocal cooperation between governmental agencies; and

WHEREAS, the City of Fircrest’s Comprehensive Plan encourages collaboration with regional organizations to facilitate educational opportunities for Fircrest residents; and

WHEREAS, Tacoma School District No. 10 (“District”) owns Whittier Elementary School and the real property upon which the school is located (the “School Site”); and

WHEREAS, the City owns Whittier Park (the “Park”), located adjacent to the School Site, except for a small triangular portion owned by the District; and

WHEREAS, since the Park’s creation, the City has operated, managed, maintained, and improved the Park in its entirety, including the small triangular portion owned by the District; and

WHEREAS, the District plans to redevelop the School Site by constructing a new school facility next to the existing Whittier Elementary School and then demolishing the existing Whittier school facility (collectively the “Project”); and

WHEREAS, the City and the District desire to work together to conserve and improve educational facilities and park amenities in Fircrest; and

WHEREAS, the District seeks to utilize a portion of the Park for construction staging and related activities during the Project, anticipated to occur between May 1, 2026 and January 1, 2028, in order to reduce construction-related impacts to the surrounding neighborhood; and

WHEREAS, use of the Park for Project construction staging will allow the existing Whittier Elementary School to remain operational during construction, resulting in significant cost savings to the District by avoiding the need to transport students to an alternative school site during the construction period; and

WHEREAS, the District intends to minimize impacts to the Park to the greatest extent practicable and to restore any affected areas of the Park to their pre-construction condition or better once the Park is no longer needed for the Project; and

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WHEREAS, temporary use of portions of the Park for the Project will preserve educational opportunities in Fircrest consistent with the Fircrest Comprehensive Plan and benefit the general public by reducing construction-related pressure and parking impacts on surrounding streets; and

WHEREAS, the City and District will work together to ensure construction staging at the Park occurs with the least practicable disruption to the Park and its users, thereby preserving open space and park availability during the Project.;

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

Section 1. The City Manager is hereby authorized and directed to execute an Interlocal Agreement with Tacoma School District No. 10 for the use and restoration of Whittier Park in support of the Whittier Elementary School replacement project, substantially in the form presented to the City Council.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 28^h day of April 2026.

APPROVED:

Nikki Bufford, Mayor

ATTEST:

Arlette Burkhardt, City Clerk

APPROVED AS TO FORM:

Joanna Eide, City Attorney

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AGREEMENT No. TSD-26-038
For District Use Only

DRAFT AGREEMENT

[NOTE THAT AGREEMENTS MAY NEED BOARD APPROVAL.]

TSD-26-038

(CONTRACT # ASSIGNED BY CFO OFFICE)

CITY OF FIRCREST

**(WHITTIER ELEMENTARY SCHOOL WHITTIER
PARK USE AND RESTORATION)**

[DO NOT BACK-DATE, UTILIZE DATE EFFECTIVE THROUGH EXPIRATION- NO MORE THAN 5 YEARS]

MAY 1, 2026 – JANUARY 1, 2028

between

TACOMA SCHOOL DISTRICT NO. 10

(hereinafter referred to as “the District”)

601 South 8th Street

P. O. Box 1357

Tacoma, WA 98401-1357

Contact: Morris Aldridge

Email: maldrid@tacoma.k12.wa.us

Ph: 253.571.3350

and

THE CITY OF FIRCREST

(hereinafter referred to as “City”)

115 Ramsdell St,

Fircrest, WA 98466

Contact: Dawn Masko

Email: dmasko@cityoffircrest.net

THIS AGREEMENT is by and between Tacoma School District No. 10 (“District”), a political subdivision of the State of Washington, and the City of Fircrest (“City”), a public municipal corporation organized under the laws of the State of Washington, referred to individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington (“RCW”), provides for interlocal cooperation between governmental agencies; and

WHEREAS, the City of Fircrest’s comprehensive plan calls upon the City to partner with regional organizations to facilitate educational opportunities for Fircrest residents; and

WHEREAS, the District owns Whittier Elementary School and the real property upon which Whittier Elementary is located (the “School Site”); and

WHEREAS, except for a small triangle portion owned by the District, the City owns Whittier Park (the “Park”), which is located adjacent to the School Site; and

WHEREAS, since the Park’s creation, the City has operated, managed, maintained, and improved the Park in its entirety, including the small triangle portion of the Park property owned by the District; and

WHEREAS, the District plans to redevelop the School Site by constructing a new school facility on the School Site next to the existing Whittier school facility and then demolishing the existing Whittier school facility (collectively the “Project”); and

WHEREAS, the Parties seek to work together to conserve and improve educational facilities and park amenities in Fircrest; and

WHEREAS, the City and the District desire to work together to utilize a portion of the Park to facilitate the Project during construction activities planned for May 1, 2026, through January 1, 2028, thus reducing construction related impacts to the neighborhood and other areas surrounding the Project; and

WHEREAS, use of the Park for Project construction staging will allow continuing operation of the existing Whittier Elementary School during construction, resulting in significant cost savings to the District by avoiding the need to bus students to another school during the construction period; and

WHEREAS, the District intends to minimize the total impact to the Park from its use to support construction activities as much as practicable, and further intends to restore the portion or portions of Whittier Park that may be impacted by construction to its pre-construction condition or better once use of the Park is no longer needed to for the Project; and

WHEREAS, use of portions of the Park for the Project will preserve educational opportunities in Fircrest consistent with the Fircrest Comprehensive Plan and benefit the general public through the reduction of construction related pressure on surrounding streets, including avoiding street parking by construction workers and contractors; and

WHEREAS, the Parties will work together to ensure construction staging at the Park occurs with the least amount of disruption to the Park and its users as practicable, thereby preserving open space and park availability in the City during the Project.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The Parties acknowledge and agree that the above stated recitals are true and correct to the best of their knowledge and are incorporated by this reference as though fully set forth herein.
2. Interlocal Cooperation Act Compliance. This Agreement is entered into pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW for the purposes provided in Section 3 below. The duration and method of termination of this Agreement is included in Section 4 below. Except as otherwise specifically provided herein, each Party shall bear its own costs and control its own manner of financing and of establishing and maintaining a budget for the activities contemplated herein. No separate entity is created hereby and, except as otherwise provided in this Agreement, no real or personal property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.
3. Purpose. This Agreement's purpose is to provide a framework for the Parties to engage in mutually beneficial activities and reduce overall impacts to the community and students during the Project. Specifically, the City and District agree that:

A. The District may utilize those portions of the Park for construction activities during the Project depicted in **Exhibit A**, attached hereto and incorporated in full by this reference. For the purposes of this Agreement, planned construction staging and site use includes:

1. Administrative and Personnel Facilities.
 - a. Contractor and Subcontractor Office Trailers
 - b. Staff and Craft Parking
 - c. Temporary Facilities
2. Temporary Utilities and Infrastructure
 - a. Power and Communications
 - b. Site Lighting
3. Material Logistics and Storage

- a. Laydown and Staging Areas
- b. Conex and Tool Storage
- c. Equipment Storage

4. Access, Circulation, and Environmental Controls

- a. Stabilized Drive Aisles
- b. Sediment Tank Storage
- c. Erosion Control

B. The District may utilize a portion of the Park *owned by the District* for staging and temporary construction storage activities during the Project, as depicted in **Exhibit B** attached hereto and incorporated in full by this reference

C. The District shall utilize that portion of the Park depicted in **Exhibit C** attached hereto for day time only parking between the hours of 6:00am and 6:00pm for construction worker personal vehicles, with overnight parking for construction equipment vehicles. The Parties shall work together to appropriately designate half of the parking spaces for construction related parking and provide signage or otherwise mark the parking spaces that will be used for the same.

D. Once construction is complete, the District will restore the City-owned land and all portions of the Park, regardless of ownership, used for or otherwise impacted by the Project to its pre-construction (current) condition at minimum consistent with the provisions of Section 6 of this Agreement. Such restoration work shall be completed and the site fully restored and available to be used for park purposes not later than March 31, 2028. Should any instance arise that may result in the actual or potential delay of the restoration deadline of March 31, 2028, the Parties agree to meet and confer regarding said delays and negotiate in any adjustments to timelines and compensation for loss of use resulting from such delay.

E. The Parties agree that the benefit to the community of keeping students at their existing school, the cost-savings the District will realize as a result of students remaining at the existing school facility, the District's restoration or improvement of the Park after use for construction activities, compensation to the City as outlined in this Agreement, and ongoing City use of TPS-owned land for park purposes, including lighting and baseball amenities, are an adequate and appropriate exchange of value for the District's use of the Park for the Project.

F. The District will keep the City informed of the status, activities, and changes at the construction storage and staging area at the Park and of the Project over the course of the construction and demolition periods.

G. The Parties will also coordinate communications regarding use of the park space for the Project through a mutually created communications plan and will partner in delivering such communications and information to the public. The City encourages the District to do similar communications to the public regarding the Whittier Elementary

School redevelopment and welcomes the opportunity to partner with the District as needed for such efforts.

4. Term and Termination. This Agreement shall be effective upon mutual execution by the Parties (the “Effective Date”) and shall remain in effect until completion of the Project and the written confirmation from the City that all restoration work has been completed per Section 6.C. of this Agreement, anticipated to occur no later than March 31, 2028. While the Parties acknowledge that the termination of this Agreement prior to the completion of the Project and site restoration is not in the best interest of either Party or the community, and the Parties shall communicate openly and in good faith throughout the term of this Agreement as well as meet and confer and/or mediate any dispute or disagreement related to this Agreement pursuant to the terms of Section 11, either Party may unilaterally terminate this Agreement upon written notice to the other Party. If such notice is given, each Party shall bear its own costs incurred pursuant to this Agreement in addition to the following:

- A. Termination by the City. Should the City unilaterally terminate this Agreement prior to the completion of the Project and site restoration, the City will reimburse the District on a pro rata basis for all compensation for the use of the Park space for the Project, together with the District’s reasonable, documented expenses incurred in relocating contractor parking and staging.

- B. Termination by the District. Should the District unilaterally terminate this Agreement prior to completion of the Project and restoration work, the District shall remain liable for all restoration work and full compensation to the City under the terms of this Agreement as if the entirety of the Term had elapsed and the Project were completed in full.

5. Construction Specific Obligations and Project Coordination.

- A. District’s Obligations:

1. Project Approval. The District has submitted a conditional Use Permit (CUP) application to the City via the project team led by Cornerstone GCI as part of its permitting path for this project.
 2. Consultant Expenses. The District will enlist the services of and fund the costs associated with an external consultant selected by the District such as Cornerstone CGI and Parametrix project management services who will provide alternative project delivery (APD) advisory and project management services related to the tasks the District approves related to design and construction activities for this Project.
 3. Sewer Lift Station Access. The District will ensure the City retains access to the sewer lift station located within or adjacent to the planned construction staging and storage area for the duration of this Agreement.

4. Marking and Fencing. The construction staging, storage, and parking area shall be marked in a similar manner as utilities are marked prior to the erection of fences or any other such barrier identifying the staging, storage, and parking area during or subsequent to a site visit to be attended by representatives from each Party. Fencing shall remain in place until Final Acceptance by the City, or as otherwise agreed to in writing by the representatives of the Parties. The District shall communicate with the City should it require the fences to be moved at any point during the course of the Project, and such movement of fences shall be agreed to in writing by the Parties. Any expansion of the use area as defined and depicted in **Exhibit C** shall only be effective if agreed to by mutual written amendment to this Agreement by the Parties consistent with Section 9.F. of this Agreement. The District and Contractor shall clearly define and adhere to limits of disturbance.
5. Conditions on use.
 - a. The District shall:
 - i. Install and maintain stabilized construction entrances and haul routes.
 - ii. Provide geotextile fabric underlayment beneath all staging and access areas.
 - iii. Install quarry spalls (6–12 inches minimum depth) to support construction traffic.
 - iv. Restrict all vehicle and equipment movement to designated routes only.
 - v. Protect all existing improvements including light poles (protect in place), irrigation systems, and drainage systems.
 - b. Prohibited activities within turf areas:
 - i. Fuel storage unless fuel storage, handling, and transfer operations comply with local, state, and federal regulations, including but not limited to **EPA 40 CFR Part 112 (SPCC Rule)**.
 - ii. ;
 - iii. Concrete washout (unless contained); and
 - iv. Hazardous material storage except in compliance with local, state and federal regulations. .
 - c. Temporary Infrastructure Protection Requirements:
 - i. Catch Basins. Install inlet protection on all catch basins. Prevent sediment and debris entry into catch basins during construction.
 - ii. Drainage Trenches. Expose and protect all drainage trenches encountered. Repair any damage immediately. Full system functionality shall be maintained throughout construction.
 - iii. Irrigation Valve Boxes. Protect all valve boxes during construction. Remove and reinstall any impacted boxes. Install concrete block support at all four corners. Set lids flush with final grade.

- d. Upon completion, in addition to the Restoration work as required by this Agreement, the District shall remove inlet protection and clean grates, frames, and interiors of all debris and aggregate.
6. Parking. The District shall require that all construction worker, contractor, and construction-related vehicles park entirely within the area(s) designated on **Exhibit C** hereto. No construction-related parking shall be allowed in public park parking lots outside the **Exhibit C** parking area(s) or on adjacent streets. The District further agrees to address and remedy any noncompliance with such parking requirements.
7. Disruption Reduction. The District shall make reasonable efforts to prevent, reduce, and address noise, dust, and visual disruption that may affect or actually affects scheduled programming occurring at the Park and park user experience, potentially impacting future use and rentals. The City will communicate or otherwise relay concerns it receives from park users or the general public for the purposes of the District's responsibilities under this subsection. The District is only responsible for addressing those concerns or issues that are reasonably practicable to address, as some level of reasonable disruption should be expected by park users and the general public during construction activities.
8. Compensation. The District will compensate the City for anticipated costs impacts and projected lost revenue resulting from the loss of use of the portions of Whittier Park that will be used for construction staging activities as detailed in **Exhibit D**, attached hereto and incorporated by this reference.
9. Additional Preventative Measures. The District understands and acknowledges that the City may experience impacts resulting from reduced access, altered traffic circulation, or construction-adjacent hazards. Should the City determine that conditions surrounding the construction staging area at the Park require the City to engage in increased preventative measures such as additional fencing, signage, or access control to separate construction and public areas, as well as increased City staff presence or monitoring to ensure public safety and contractor compliance, the District agrees to collaborate in such efforts of such activities.

B. City's Obligations.

1. Project Cooperation. The City will provide the District with relevant City information related to its operations, intent, and requirements for use of the City-owned park land during construction activities for this Project, work with the District as may be necessary for community communication process, and provide input and answer questions in the permit application and implementation process. The City will co-present with representatives of the District at community meetings related to implementation methods for and information regarding the park space usage during this Project as requested by the District.

C. Internal Staff Costs. Except as otherwise provided in this Agreement, each Party will be responsible for the Party’s own internal staff costs related to the implementation and administration of this Agreement.

D. Timetable. The Parties anticipate the following Project schedule for the initial Term of this Agreement:

Task	Timeline
CUP Submission	October 16, 2025
Community Presentation	October 22, 2025
Agreement Submitted	November 13, 2025
CUP Approval	April 30, 2026
Site Development Permit Submission	January 28, 2026
Site Development Permit Approval	April 30, 2026
Building Permit Submission	January 28, 2026
Building Permit Approval	April 29, 2026
Construction Start Date	May 1, 2026
Construction Completed	December 31, 2027
Park restoration completed	March 31, 2028

The Parties agree to communicate about the Project schedule openly and discuss any anticipated changes thereto in a prompt manner with as much advanced notice as practicable to further the goal of a successful overall Project.

E. Ongoing Use Agreement. The Parties shall work towards an agreement to be completed prior to the conclusion of the Project regarding the continued use of that portion of the Park that is located on District property as identified in **Exhibit B** hereto, for Park purposes.

6. Site Restoration.

A. Site Restoration Scope Development. The City and District agree to cooperatively develop the site restoration scope of work for areas of the Park that will be used for the Project, regardless of underlying land ownership, to ensure a holistic approach to the restoration work. Such site restoration package shall be completed not later than July 1, 2027. Each Party will have the opportunity to contribute to, review, and approve the site restoration plans and package before it is finalized, issued, and approved. Unless otherwise agreed in writing signed by both Parties, the primary goal of the restoration shall be to restore the areas of the Park, including parking lot(s), impacted by construction activities to pre-construction conditions.

The Parties will consider and include as appropriate all restoration details in this Agreement as they work together to define the scope of work for the same per the terms of this Agreement. The restoration scope details included in this Agreement are

based on industry-standard sports field rehabilitation practices and is modeled after the Fircrest Park Turf Replacement project recently completed by the City. To establish clear expectations for restoration of the area of the Park used for the Project, the scope of work for the Park restoration shall include, but not necessarily be limited to, the following:

1. Full restoration of all underground drainage lines impacted by construction activities;
2. Full restoration of the irrigation system within the construction staging area;
3. Restoration of all disturbed, uneven, or regraded areas using USGA sand to ensure a smooth, level, and safe natural grass playing surface suitable for competitive sports where appropriate;
4. Following grading, full restoration of natural grass turf using the appropriate sod variety (no hydroseeding);
5. Repair of any damage to or wear and tear to areas outside the defined construction staging location that can reasonably be attributed to construction activities; and
6. The specific restoration items as listed in **Exhibit E**, incorporated in its entirety by this reference.

All such site restoration work will occur upon the completion of construction activities portion of the Project, or when the Park property is no longer needed for construction activities, whichever comes first. The Parties may agree to phase the restoration work if practicable once locations within the construction staging and storage area subject to this Agreement are no longer needed for construction activities to promote the maximum availability of use of the park by the public for park purposes. Such phased restoration agreement(s) shall be in writing executed by the authorized representatives for both Parties.

The Parties may also consider improvements or other enhancements to the Park should those be possible to include as part of the site restoration work. Such an arrangement shall be in writing and signed by authorized representatives of both Parties to be effective.

- B. Contract Documents. The District will obtain the services of, and fund all costs associated with, External Legal Counsel who are experienced in alternative project delivery contracting and will assist and advise the District and the City in drafting, negotiating, executing and enforcing the Contract Documents with the construction team for the site restoration/improvement package. The District and the City will develop the proposed Contract Documents cooperatively utilizing the services External Legal Counsel and the APD Advisory Consultant. Each Party will have the opportunity

to review, provide input on, and approve the proposed Contract Documents to be included with the site restoration/improvements package.

C. Final Inspection. The City will coordinate with the District to arrange for the City's final inspection of the restored Park area upon completion of the restoration work by the District per the site restoration package and Contract Documents as described above, and will provide written confirmation the restoration work satisfies the scope agreement upon approval of the same.

7. Public Information Communications. The District and the City agree to coordinate communications regarding the Project's use of Whittier Park space through a mutually created communications plan, regular meetings between City and District communications staff, and the use of mutually agreeable language describing Project updates and information. Each Party shall supply the other Party as much advanced notice and opportunity for review of such public information communications and materials related to the Project's use of Whittier Park as practicable.

8. Indemnification.

A. The District agrees to indemnify and hold harmless the City, its officials, officers, agents, employees, volunteers, and representatives, from, and shall defend at its sole expense, against any and all claims, demands, damages, suits at law or at equity, liabilities, losses, judgments, liens, expenses, and costs arising out of or occasioned by the District's negligence or wrongful conduct in fulfillment of its obligations pursuant to this Agreement. In the event of recovery due to the aforementioned circumstances, the District shall pay any judgment or lien arising therefrom, including any and all costs as part thereof.

B. The City agrees to indemnify and hold harmless the District, its officials, officers, agents, employees, volunteers, and representatives, from, and shall defend at its sole expense, against any and all claims, demands, damages, suits at law or at equity, liabilities, losses, judgments, liens, expenses, and costs arising out of or occasioned by City negligence or wrongful conduct in fulfillment of its obligations pursuant to this Agreement. In the event of recovery due to the aforementioned circumstances, the City shall pay any judgment or lien arising therefrom, including any and all costs as part thereof.

C. In the event of liability based upon the alleged concurrent or joint negligence of the Parties, the Parties shall individually bear their respective liability, including costs, as determined according to RCW 4.22.015.

D. The indemnification provisions of this Agreement shall not be limited by any workers' compensation, benefit, or disability laws, and each indemnifying Party hereby waives, solely for the benefit of the indemnified Party, any immunity that such indemnifying Party may have under the Industrial Insurance Act, Title 51 RCW.

- E. The foregoing obligations shall survive termination of this Agreement with respect to acts or omissions occurring during its term and relating to or involving the subject matter of this Agreement.

9. Miscellaneous:

- A. Examination and Retention of Records: The District agrees that any duly authorized representative of the City, including the City's Auditor, shall, until the expiration of three (3) years after the last of the Project is completed, have access to and the right to examine any books, documents, papers, and records of involving any matter directly related to this Agreement. All Project records shall be retained in accordance with each Party's document retention schedule.
- B. Assignment & Subcontract: Except as otherwise expressly provided in this Agreement, each Party covenants and agrees that it will not assign, transfer, or subcontract its rights and obligations hereunder without first obtaining the written consent of the other Party. Any approved assignment or subcontract may require new or extended insurance and indemnification being provided by the assignee or transferee.
- C. No Third-Party Beneficiary: The Parties understand and expressly agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action by any third person. It is the express intention of the Parties that any person other than the District or the City receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- D. No Authority to Bind the City to Contracts: The District has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City or District must be by the City and/or District, as applicable.
- E. No Authority to Bind the District to Contracts: The City has no authority to bind the District on any contractual matters. Final approval of all contractual matters which obligate the City or District must be by the City and/or District, as applicable.
- F. Complete Agreement, Integration, & Amendments: This Agreement, including the exhibits and attachments hereto (each of which is specifically incorporated herein), is intended as the complete integration of all understandings between the Parties. There are no oral Agreements between the parties affecting the meaning, content, purpose, or effect of this Agreement. No prior or contemporaneous addition, deletion, or other modification hereto shall have any force or effect, unless embodied in this Agreement in writing. The provisions of this Agreement may be amended with the mutual consent of the Parties, however, no subsequent novation, renewal, addition, deletion, or other amendment shall have any force of effect unless embodied in a written amendment to this Agreement executed by the Parties in the same manner as this Agreement.

- G. Severability: The Parties agree that if any provision of this Agreement or any portion thereof is held by a court of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, if the intent of the Parties can be fulfilled.
- H. Conflict of Interest: No employee of the City or the District shall have any personal or beneficial interest in the services or property described in the Agreement; and neither the District nor any contractor hired by the District under this Agreement shall hire, or contract for services with, any employee or officer of the City in violation of the District's Code of Ethics.
- I. Notices: All notices required under this Agreement, notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance, including changes to the persons to be notified or their addresses, shall be in writing and delivered to:

For the City: Dawn Masko, City Manager
The City of Fircrest
115 Ramsdell Street
Fircrest, WA 98466
Tel: (253) 564-8901
E-mail: dmasko@cityoffircrest.net

For the District: Morris Aldridge, Executive Director of Planning & Construction
Tacoma Public Schools
3223 South Union Avenue
Tacoma, Washington 98409
Tel: (253) 571-3350
E-mail: maldrid@Tacoma.K12.Wa.US

All notices shall be in writing and provided by personal delivery, certified mail, return receipt requested, or overnight courier. All notices are effective upon personal delivery or upon placing in the United States mail or with the courier service.

- J. Counterparts. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
10. No Waiver. No failure by either Party to insist upon the performance of any of the terms of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of any of the terms of this Agreement. None of the terms of this Agreement to be kept, observed, or performed by either Party, and no breach thereof, shall be waived, altered, or modified except by a written instrument executed by the injured party. No waiver of any breach shall affect or alter this Agreement, but each of the terms of this Agreement shall continue in full force and effect with respect to any other then

existing or subsequent breach thereof. No waiver of any default of the defaulting party hereunder shall be implied from any omission by the injured party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. One or more waivers by the injured party shall not be construed as a waiver of a subsequent breach of the same covenant, term, or conditions.

11. Dispute Resolution. In the event of a dispute between the City and the District arising out of or relating to this Agreement, the City's City Manager and the District's Superintendent or their designated representatives shall review such dispute and options for resolution and meet and confer regarding the same. If the dispute cannot be resolved by the City's City Manager and the District's Superintendent, the dispute may be submitted to mediation before a mediator agreed to by the Parties, and if still not resolved, the matter will be resolved in the Superior Court of the State of Washington for Pierce County.
12. Enforcement, Interpretation, Venue. The laws of the State of Washington shall govern the validity, performance, interpretation, and enforcement of this Agreement. Any lawsuit for enforcement or interpretation of any provision contained herein shall be filed in the Superior Court of and for Pierce County, Washington.
13. Equal Participation in Drafting. The Parties agree that each of them were adequately represented by independent counsel, and that both Parties shared equally in the drafting of this Agreement. Therefore, this Agreement shall not be construed either for or against the District or the City as drafter, but this Agreement shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.
14. Authority and Filing. By their signatures below, each party confirms it approves of and is authorized to enter into this Agreement pursuant to RCW 39.34.080. A copy of this Agreement shall be filed with the Pierce County Auditor or be listed by subject on the District and City's website or other electronically retrievable public source, pursuant to and consistent with the requirements of Chapter 39.34 RCW.

CONDITIONS OF COMMENCEMENT OF PERFORMANCE

The parties to this Agreement shall not commence performance or be entitled to compensation or reimbursement for any services rendered or materials provided, prior to the occurrence of each of the following conditions: (1) this Agreement must be executed by an authorized representative of both Parties, and (2) this Agreement must be approved by the City of Fircrest City Council and the District's Board of Directors.

[SIGNATURE PAGE FOLLOWS]

ACKNOWLEDGED AND AGREED:

CITY OF FIRCREST

TACOMA SCHOOL DISTRICT NO. 10

By: _____
(signature)

By: _____
(signature)

Its: City Manager

Dawn Masko
(print name)

Its: Superintendent

Joshua J. Garcia
(print name)

Who certifies that they are the party identified herein, OR a person duly qualified and authorized to sign for the party.

Date: _____

Date: _____

Approved as to form:

By: Joanna Eide
City Attorney, City of Fircrest

EXHIBIT A

Description of Construction Phasing

Replace with amended drawings dated 4-20-26, but recommend using phrasing “Proposed Contractor Parking and Staging” rather than “Contracting.”

EXHIBIT B

Site Plan

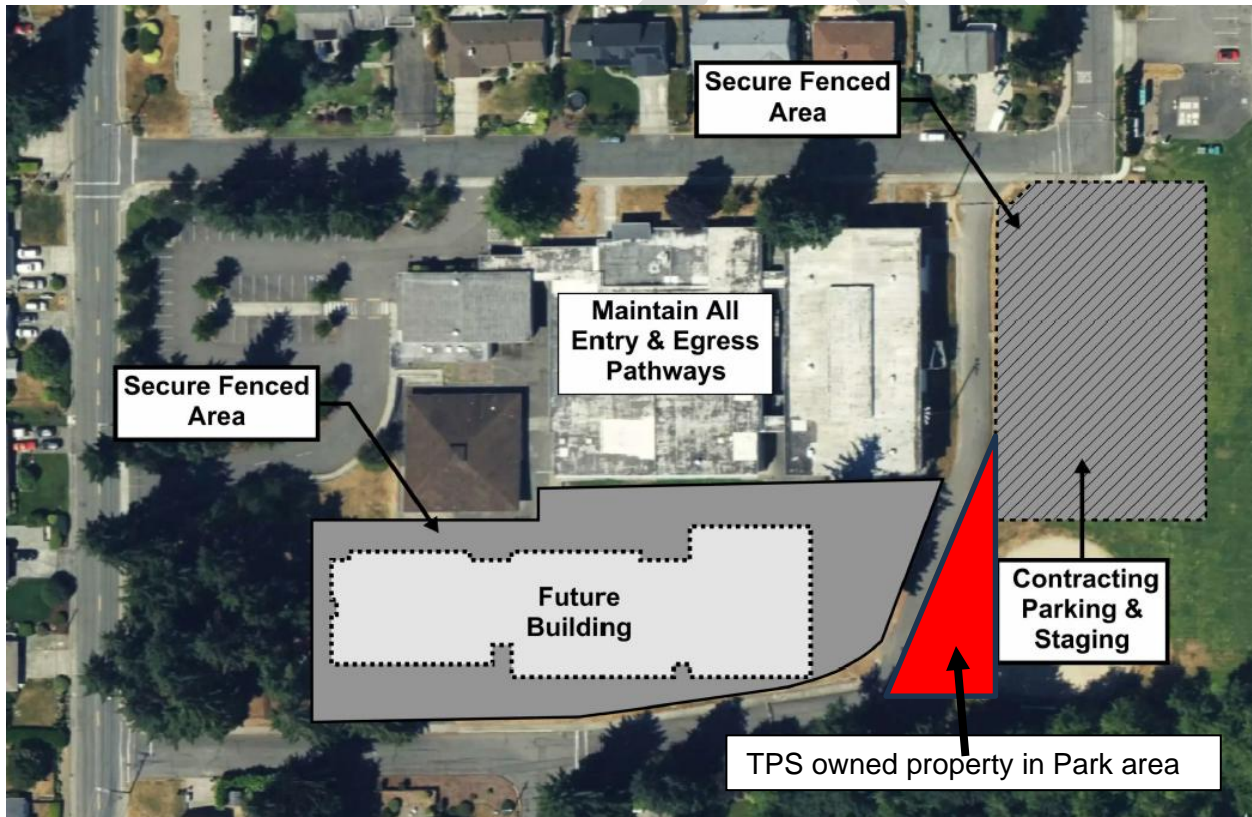
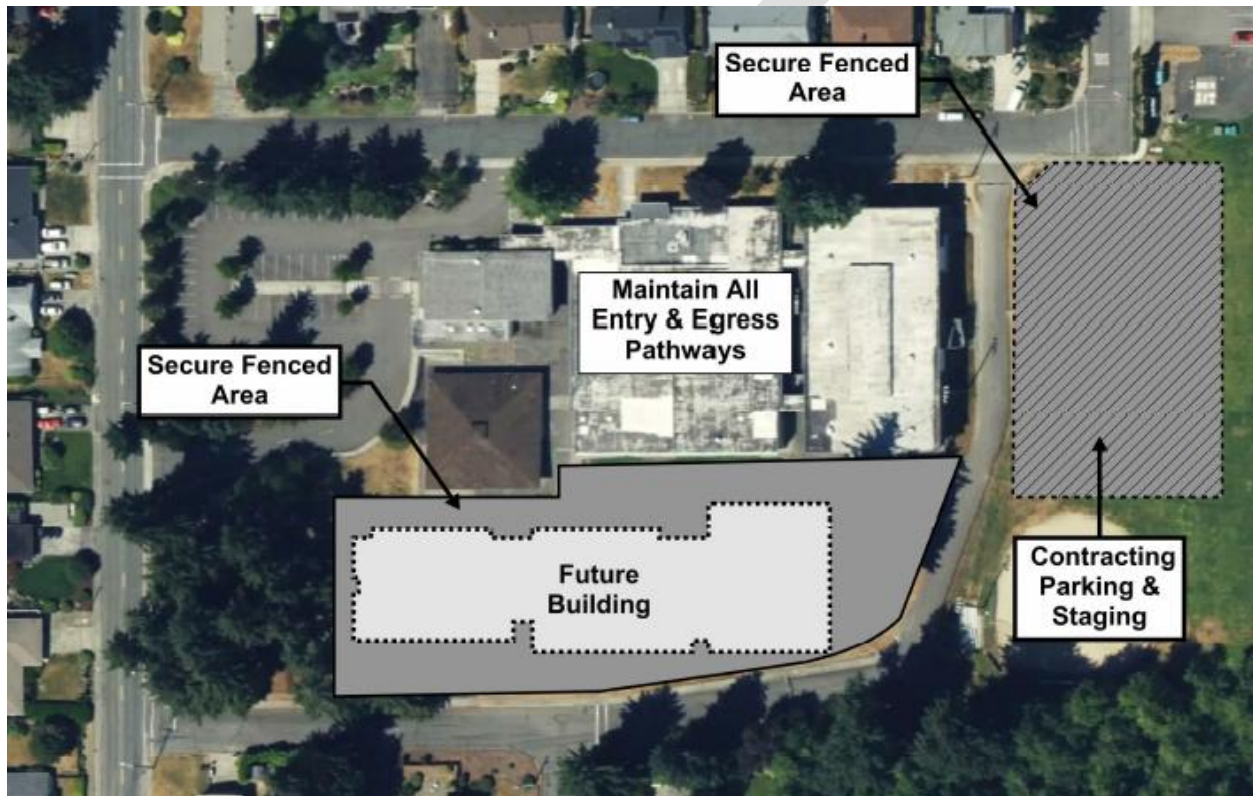


EXHIBIT C

Subcontractor Parking, and Licensed Area

We need to identify the areas for day time only parking between the hours of 6:00am and 6:00pm for construction worker personal vehicles and construction equipment vehicles. This looks to be the same as the Proposed Contractor Parking and Staging Area.



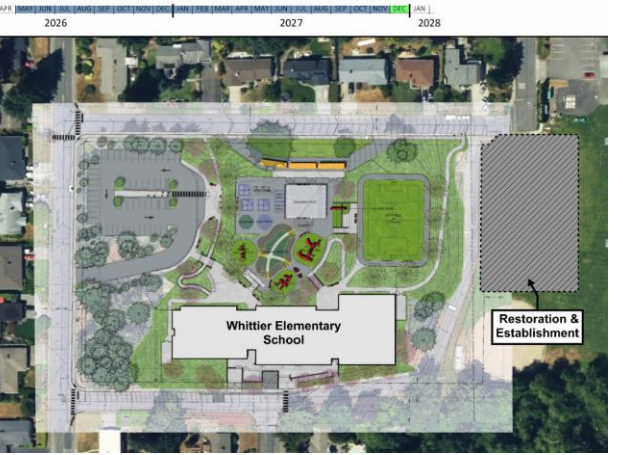
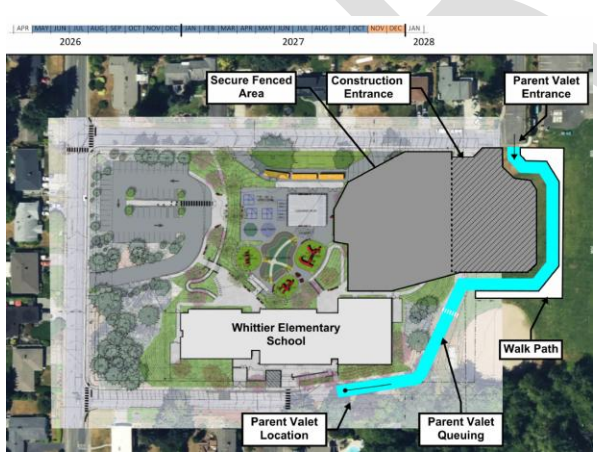
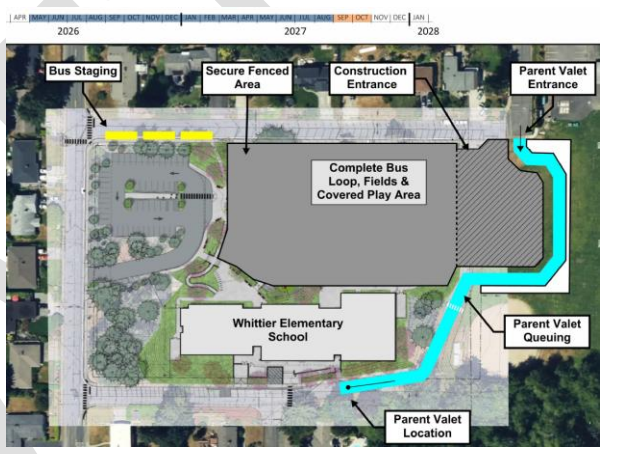
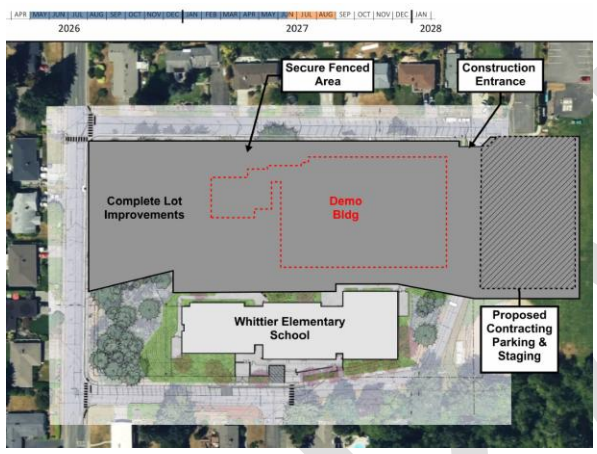
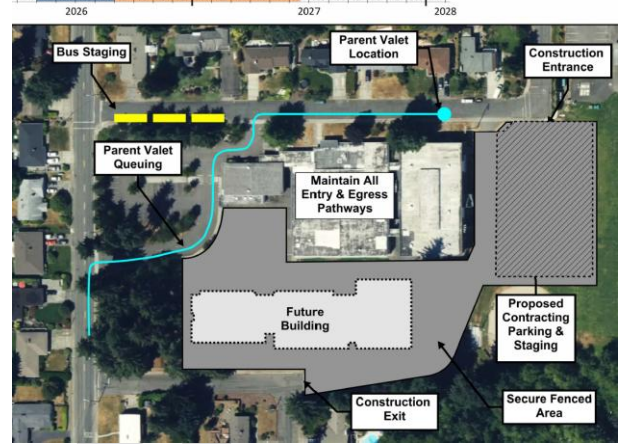
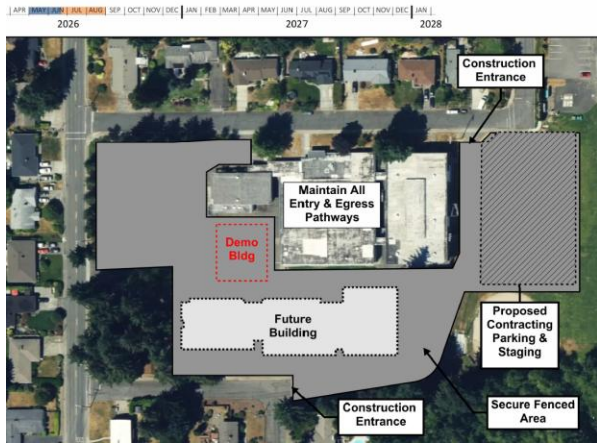


EXHIBIT D

Compensation to City for Whittier Park use Impacts

The District shall reimburse the City for actual costs incurred by the City from the use of the areas of the Park for the Project, provided that the City supplies proof thereof. While a portion of Whittier Park is within the City of Tacoma city limits, these fields have been fully operated and programmed by Fircrest since the development of Whittier Park. However, since the Project will span two seasons, a sizeable amount of time for use of the Park for the Project, the Parties acknowledge that the City needs some flexibility in how cost impacts will be determined.

The City has completed preliminary outreach and research to determine costs for the City to relocate programming that would normally occur at Whittier Park through existing contracts with third parties. In some instances, the City can provide estimates of expected cost/loss impacts now through the range provided below, but the actual final costs/losses will not be known until a later date as the City continues to work to finalize agreements with third parties. The cost estimates included below reflect current market conditions and availability.

1. Loss of Use – Fircrest Park Baseball Field (April 20 through June 27)

Use of the construction staging area will result in the full loss of the Fircrest Park baseball field during peak season.

- Approximately six (6) to eight (8) teams will need to be relocated.
- The City will need access to a full-size 10U field during this timeframe to meet league and program obligations.
- Estimated relocation cost: \$10,000, depending on availability and rental rates at alternate facilities.
- If the City is unable to receive funding to secure relocating these teams to an alternative off-site field, the City anticipates a potential reduction in registered participation of 140-160 players across the affected teams. At the current registration rate this could result in a potential loss of revenue to the City of roughly \$12,000—a significant amount that the City relies on to support seasonal programming. This loss could be felt for future seasons, as it increases the risk of the groups not returning to Whittier Park once the fields in question are available again.

2. Loss of Use – Whittier Park 11U–12U Soccer Field (July – November)

The construction staging area will result in the full loss of the only regulation-size 11U–12U soccer field within the City of Fircrest. There is no comparable field within City limits to accommodate this level of play. While two (2) smaller 10U fields may be configured within the remaining space, this does not replace the capacity or functionality of a full-size field.

- The Fircrest Soccer Club relies on this field for core seasonal programming, and its loss will directly impact their operations.
- Based on preliminary discussions, the Club will be required to secure off-site field space and is expecting a corresponding reduction in fees from the City to offset those additional costs. This expectation has already been communicated and established.

- Estimated City revenue impact: \$5,000, with final costs dependent on third-party field rental agreements and is not expected to exceed \$30,600 in total for years 2026 and 2027. If the staging area use impacts City revenue in 2028 these costs will be mutually determined and reimbursed by the District as well.

4. Additional Considerations.

As stated above, the Parties acknowledge that not all losses or costs that the City may experience as a result of the District's use of the portions of Whittier Park for the Project as detailed in **Exhibit C** may be known or estimated at the time this Agreement is entered into. As such, the District shall consider any additional costs or losses experienced by the City as detailed by sufficient, reasonable evidence for the same, and the designated representatives of the City and the District may agree to such compensation and/or reimbursements directly arising and resulting from the District's use of the portions of the Park for the Project.

The Parties further acknowledge that any delay in the full restoration of the Park for regular Park usage will result in additional losses and/or costs incurred by the City, which shall be addressed and agreed to by the designated representatives of the City and District as appropriate.

EXHIBIT E

Whittier Park Site Restoration Detailed Scope of Work Items

FIELD AND TURF RESTORATION

1. General Requirements

- a. The District shall be fully responsible for restoring all disturbed areas of the Park to conditions equal or better to pre-construction conditions.
- b. All restoration work of athletic fields shall meet athletic field industry standards suitable for youth soccer and youth baseball.
- c. The District shall require any Contractor performing the restoration work to provide all labor, materials, equipment, testing, and supervision required to complete the work.
- d. The scope of work contained in this Exhibit E is a preliminary, good faith effort to identify contract requirements, but the parties acknowledge that the final scope shall be determined by the restoration scope of work developed by the Parties pursuant to Section 6.A of the Agreement.

2. Pre-Construction Documentation (Baseline Conditions)

- a. The District shall coordinate with the City to complete a full pre-construction assessment including:
 - i. High-resolution photo and video documentation
 - ii. Topographic survey establishing existing grades and elevations
 - iii. Mapping and documentation of:
 1. Irrigation system layout and functionality
 2. Drainage infrastructure
 3. Turf conditions
 4. Perform soil testing, including:
 5. Compaction levels
 6. Soil composition
 - iv. Infiltration/drainage rates
 1. Establish baseline performance metrics to be used for final acceptance comparison.

3. Removal of Construction Materials

- a. Contractor shall completely remove all temporary construction materials, including:
 - i. Quarry spalls
 - ii. Gravel
 - iii. Temporary roadways
 - iv. Geotextile fabric
 - v. All debris and foreign materials

- vi. No material may be buried or left in place.
- b. Contractor shall verify removal through:
 - i. Visual inspection
 - ii. Proof rolling (as required by City)

4. Subgrade Rehabilitation

- a. Perform deep ripping/tilling of all impacted areas:
 - i. Minimum depth: 8 inches
 - ii. Remove and dispose of contaminated soils (fuel, slurry, etc.).
 - iii. Import and install clean structural/topsoil as needed.
 - iv. Restore subgrade to pre-construction elevations per survey.
 - v. Achieve compaction suitable for athletic field performance, not structural compaction.

5. Drainage System Inspection & Repair

- a. Perform full inspection of all drainage infrastructure:
 - i. CCTV inspection if required by City
- b. Repair or replace all damaged components, including:
 - i. Pipes;
 - ii. Catch basins; and
 - iii. Connections.
- b. Conduct functional testing, including:
 - i. Water flow testing; and
 - ii. Drainage verification (no backups or ponding).

6. Irrigation System Restoration

- a. Locate, repair, or replace all damaged irrigation components:
 - i. Lines
 - ii. Valves
 - iii. Heads
 - iv. Match all required system specifications.
- b. Perform:
 - i. Pressure testing
 - ii. Full operational testing
 - iii. Adjust system to ensure uniform coverage across entire field.

7. Turf Removal & Field Renovation Process

- a. Pre-Restoration Preparation
 - i. Activate irrigation system and flag all heads prior to work.
- b. Turf Removal
 - i. Remove existing turf In a manner standard and appropriate for field conditions.
- c. Decompaction
 - i. Perform:
 - 1. One (1) initial pass across entire field (max depth: 8 inches)

2. Three (3) additional passes after initial sand application
- d. Sand/Rootzone Application
 - i. Apply sand in two stages:
 1. First: ½ inch
 2. Second: ½ inch to 1 inch
 3. Sand shall meet USGA rootzone specifications or approved equivalent.

8. Rootzone Installation & Fine Grading

- a. Install additional USGA-spec rootzone material as required (target total depth as directed by City, typically 4–6 inches).
- b. Perform laser grading to restore original elevations.
- c. Conduct string line testing and regrade as needed.
- d. Final surface tolerance: Surface tolerance shall be appropriate for field surface conditions and will be determined at a later date. May be approximately ±0.5 inches over 10 feet.

9. Edge Work & Turf Limits

- a. Remove and replace sod at:
 - i. Toe of slope areas (edge cutter required); and
 - ii. Field transitions and infield lines.
- b. Extend turf restoration to:
 - i. Sidewalks and hardscape edges where no slope exists; and
 - ii. Ensure seamless transitions between new and existing turf.

10. Turf Installation

- a. Sod installation is required for all primary play areas (no hydroseeding allowed unless approved by City for non-play areas).
- b. Sod shall:
 - i. Match existing species (netting removed, athletic-grade rye/bluegrass blend or approved equal);
 - ii. Be installed with tight seams, properly rolled, and immediately irrigated; and
 - iii. Provide complete, uniform coverage.

11. Stabilized Construction Entrance Restoration

- a. Remove all aggregate and disturbed materials.
- b. Restore with:
 - i. Approved top sand;
 - ii. Fine grading to match surrounding elevations; and
 - iii. Seed or sod to match adjacent field conditions (City to determine).

12. Establishment & Maintenance Period

- a. The District/Contractor shall provide a minimum 90-day establishment period prior to release to the City, including:
 - i. Irrigation;

- ii. Fertilization program;
 - iii. Mowing; and
 - iv. Weed control.
- b. During such establishment period, Contractor shall maintain turf to achieve full establishment and uniform growth.

13. Clean-Up

- a. Remove all debris from field areas, staging areas, and adjacent paved surfaces.
- b. Final site shall be clean, safe, and ready for standard preconstruction Park use.

14. Measurement of Work

- a. All work shall be measured for compliance, not just completion. Payment and acceptance shall be based on verified performance.
- b. Area Verification
 - i. All restoration areas shall be measured in square feet (SF) based on:
 - 1. Pre-construction survey limits
 - 2. Confirmed limits of disturbance
 - 3. Contractor shall provide a post-restoration as-built survey verifying:
 - a. Restored field elevations
 - b. Finished grades
 - c. Total restored area
- c. Material Quantities
 - i. Contractor shall submit delivery tickets and material certifications for:
 - 1. Sand/rootzone materials (USGA spec or approved equivalent)
 - 2. Topsoil
 - 3. Sod
 - 4. Quantities shall be verified against:
 - 5. Specified application depths (e.g., 1/2", 1", 4-6" rootzone)
 - 6. Field area calculations
- d. Compaction & Soil Conditions
 - i. Subgrade and rootzone shall be tested for:
 - 1. Compaction levels
 - 2. Infiltration rates (if required by City)
 - 3. Testing shall be performed by a third-party geotechnical firm approved by the City.
- e. System Verification
 - i. Irrigation system:
 - 1. Pressure test results
 - 2. Coverage verification
 - 3. Drainage system:
 - 4. Flow testing
 - 5. CCTV (if required)

15. Field Performance Standards (Required for Acceptance). The field must meet all of the

following:

- a. Surface Evenness: No deviations greater than ± 0.5 inches over 10 feet
- b. Turf Coverage: Minimum 95% uniform, healthy turf coverage
- c. Drainage: No standing water 24 hours after rainfall or irrigation
- d. Irrigation: Fully functional with uniform distribution
- e. Safety: No debris, rock, or hazardous conditions
- f. Playability: Suitable for youth and full-sized soccer without restriction

16. Performance Verification & Testing

- a. The City reserves the right to require independent testing at any stage, including soil composition and compaction, rootzone depth verification, and drainage performance.
- b. If work fails testing, the Contractor shall pay for all re-testing and shall perform corrective work at no cost to the City.

17. Failure to Meet Performance Standards

- a. If the field does not meet required standards at any point prior to final acceptance, the Contractor shall regrade, rework, or reconstruct affected areas and replace turf as necessary.
- b. Timeline extensions shall not be granted without City approval.

18. Final Acceptance

- a. Final acceptance will occur only after successful completion of establishment and maintenance period, all performance standards are met, and City inspection and approval occurs. Acceptance is contingent upon meeting all specifications, passing inspections and testing, and written approval by the City.
- b. No Project Acceptance for Partial or Non-Compliant Work. Work that does not meet specifications shall not be accepted and shall be corrected at no cost to the City.

19. Warranty & Corrective Work

- a. Contractor shall provide a minimum one (1) year warranty commencing upon Final Acceptance covering:
 - i. Turf establishment
 - ii. Irrigation performance
 - iii. Drainage functionality
 - iv. Settlement or surface failure
- b. Such one-year warranty shall survive termination of any agreement for the completion of restoration work.
- c. If field conditions fail within 12 months (including but not limited to settling, turf loss, drainage failure, or uneven surface), the District shall require the Contractor, upon written notice provided by the City, to perform all corrective work to rectify the failure at no cost to the City. City's determination of failure shall be final.
- d. If the Contractor fails to complete required corrective work the City reserves the right to complete the work using a third party and back-charge all costs to the

District. Costs may be recovered through bond (if applicable) or direct reimbursement.

20. Final Authority

- a. The City shall have final authority in determining:
 - i. Compliance with this scope
 - ii. Acceptance of work
 - iii. Adequacy of restoration
 - iv. All decisions by the City shall be final and binding.

PARKING LOT RESTORATION/REHABILITATION

1. General Requirements

- a. Contractor shall perform all work in accordance with City standards for parking lot rehabilitation.
- b. All work shall be coordinated with the City to maintain access where feasible and minimize disruptions during peak use.
- c. Contractor shall verify existing conditions, including pavement distress, markings, drainage, and subgrade stability, prior to starting work.

2. Surface Preparation

- a. Clean and sweep entire parking lot surface to remove debris, dirt, and loose materials.
- b. Perform spot repairs of any areas with localized cracking or potholes prior to slurry application.
- c. Verify that all stormwater inlets and drainage structures are protected from slurry and debris per project details.

3. Slurry Seal Application

- a. Apply full pavement slurry seal to the entire parking lot area.
- b. Slurry shall be mixed, applied, and cured in accordance with industry standards and manufacturer specifications.
- c. Ensure uniform coverage, proper aggregate distribution, and consistent texture across all driving and parking areas.

4. Striping and Markings

- a. After slurry seal has been cured, restripe the entire parking lot in accordance with City standards and ADA compliance.
- b. Provide all standard markings including:
 - i. Parking stalls
 - ii. Accessible parking spaces and signage
 - iii. Fire lanes
 - iv. Directional arrows and any other pavement markings required by City code
 - v. Use durable, high-visibility paint or thermoplastic materials per City specification.

5. Cleanup and Final Inspection

- a. Remove all construction debris and sweep areas surrounding the lot.
- b. Verify that all slurry and paint work meets specified tolerances and surface quality standards.
- c. Conduct a final walkthrough with the City to confirm satisfaction before project acceptance.

6. Performance and Warranty

- a. Contractor shall warrant workmanship and materials for a minimum of **one (1) year** from date of final acceptance.
- b. Any failures, delamination, cracking, or striping deficiencies occurring within this period shall be corrected at no cost to the City.
- c. City's determination of failure shall be final.
- d. If the Contractor fails to complete required corrective work the City reserves the right to complete the work using a third party and back-charge all costs to the District. Costs may be recovered through bond (if applicable) or direct reimbursement.

FIRCREST CITY COUNCIL AGENDA SUMMARY

AGENDA TOPIC: Amendment to Locke Systems Inc. Professional Services Agreement

ITEM: 13B

DATE: April 28, 2026

FROM: Allison Deskins, Finance Director

RECOMMENDED MOTIONS: I move to adopt Resolution No. _____, authorizing the City Manager to execute Amendment #1 with Locke Systems Inc. for information technology services.

PROPOSAL: The City Council is being asked to authorize the City Manager to execute Amendment #1 to the professional services agreement with Locke Systems Inc. for information technology (IT) services.

FISCAL IMPACT: The amended contract totals \$5,598 per month (\$67,176 annually), excluding applicable taxes. The increase reflects growth in the City's technology environment since the original 2023 agreement. At the time of the original contract, the City maintained approximately 6 servers and 50 computers/users. The City now supports 9 servers and approximately 75 computers/users.

The pricing structure remains unchanged, with costs remaining at \$200 per server and \$66 per computer/user. The overall total cost is solely due to the increased number of supported devices. The amendment also extends the agreement for an additional three-year term, consistent with the original contract.

ADVANTAGES: The City continues to benefit from a hybrid IT service model that combines internal staff support with contracted services from Locke Systems. This arrangement provides both day-to-day operational support and higher-level technical expertise, ensuring continuity of service and system reliability. Locke Systems' familiarity with the City's systems and operations enables efficient service delivery and responsive support as the City's technology continues to expand.

DISADVANTAGES: The increased number of supported devices results in a higher overall monthly cost. Additionally, the City must continue to plan for ongoing capital investments in equipment replacement and project-based technology improvements.

ALTERNATIVES: Do not approve the recommended contract and pursue a different approach for the City's information technology services.

BACKGROUND: The City entered into an agreement with Locke Systems Inc. in 2023 following a competitive Request for Proposals process. Since then, the City's technology environment has expanded significantly, increasing the number of servers and end-user devices requiring support. The proposed amendment maintains the existing service model, pricing structure, and contract duration, while updating the total cost to reflect the City's current infrastructure and operational needs.

ATTACHMENTS: [Resolution](#)
[Professional Services Agreement Amendment #1](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO EXECUTE AMENDMENT #1 TO THE
AGREEMENT WITH LOCKE SYSTEMS INC. TO PROVIDE
INFORMATION TECHNOLOGY SERVICES.**

WHEREAS, the City of Fircrest has contracted with Locke Systems Inc. for information technology services; and

WHEREAS, Locke Systems has provided such services since June 2023; and

WHEREAS, the City desires to maintain continuity for information technology services.

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 Amendment #1 to the agreement with Locke Systems Inc., extending the term of the agreement through May 31, 2029, and updating the monthly service plan rate.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 28th day of April 2026.

APPROVED:

Nikki Bufford, Mayor

ATTEST:

Arlette Burkhardt, City Clerk

APPROVED AS TO FORM:

Joanna Eide, City Attorney

**AMENDMENT #1
TO THE CITY OF FIRCREST
PROFESSIONAL SERVICES AGREEMENT
WITH LOCKE SYSTEMS INC.
FOR INFORMATION TECHNOLOGY SERVICES.**

This First Amendment is hereby made and entered into this 28th day of April 2026 by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the "City", and Locke Systems Inc., hereinafter referred to as "Consultant", to be effective June 1, 2026.

WHEREAS:

- A. The City and Consultant entered into a Professional Services Agreement dated June 1, 2023, for information technology services to be provided by Locke Systems Inc.
- B. The Parties now desire to enter into this First Amendment to extend the term and to update the monthly service plan rate effective June 1, 2026.
- C. All of the remaining terms and conditions of the June 1, 2023, agreement shall remain in full force and effect.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

- 1. **Term of Agreement.** This Agreement is from June 1, 2026, through May 31, 2029. It may be terminated by either party in the manner set forth in paragraph 13 of the June 1, 2023, agreement.
- 2. **Fee Schedule** is amended per Exhibit A – Pricing Worksheet.
- 3. **Service Plan** is amended to reflect a monthly price of \$5,598.
- 4. **Covered Items and Services** is amended to incorporate 9 servers, 32 low-use computers, and 43 computers/users.

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

CITY OF FIRCREST

LOCKE SYSTEMS INC.

By: _____
Dawn Masko, City Manager

By: _____

APPROVED AS TO FORM:

By: _____
Joanna Eide, City Attorney

ATTEST:

By: _____
Arlette Burkhardt, City Clerk

EXHIBIT A



Pricing Worksheet Prepared for:

(Customer): City of Fircrest
 Server Count: 9
 Low Use PC: 32
 PCs/Users (Min.5): 43

SERVICE PLANS:

	<u>MONITOR</u>	<u>MAINTAIN</u>	<u>MANAGE</u>	<u>PRIORITY SLA</u> (Add-On)
Labor Rates				
Remote Support (Normally \$150/hr)	1hr (\$125)	Included	Included	Included
Onsite Support (Normally \$150/hr)	\$125/hr	\$125/hr	Included	Included
After-Hours Emergency (Normally \$200/hr)	\$150/hr	\$150/hr	\$150/hr	Included
Project Work (Normally \$150/hr)	\$125/hr	\$125/hr	\$125/hr	\$125/hr
Included Features				
StorageCraft Server Backups w. Cloud Replication	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
One Free Hour Monthly Remote Support	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Server Updates and Patching	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
24X7 Server monitoring for problems	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Workstation Monitoring for problems	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Annual Network Inspection & Security Audit	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Unlimited HelpDesk Support*		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Server Tune-ups/Maintenance		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Workstation Updates/Patching		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
AntiVirus Included		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Unlimited Onsite Support*			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Network Testing & Diagram			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Server Disaster Recovery**				<input checked="" type="checkbox"/>
Guaranteed Same-Day Support - Urgent issues				<input checked="" type="checkbox"/>
Priority Support Queue				<input checked="" type="checkbox"/>
Daily Ticket Update Report				<input checked="" type="checkbox"/>
Pre-Scheduled Dedicated Onsite Days				<input checked="" type="checkbox"/>
1HR Guaranteed Response time SLA				<input checked="" type="checkbox"/>
Monthly Investment:				
Price Per Server:				\$200
Price Per Computer:				\$66
Price Per Low Use Computer:				\$30
(Totals):				\$5,598

\$200/month Service Plan Minimum

A One-Time Setup Fee equal to 1st month charges will also be applied to new customers for onboarding

Other Available Add-Ons:

Productivity Pack - \$20/User: Microsoft Office Std, Hosted Exchange, SPAM Filtering, Content Filtering

HIPAA Compliance (requires Priority SLA) - \$50/svr, \$25/PC: Security, Audits, Emp. Training, Manuals, etc.

*Unlimited Support is for Maintenance and Troubleshooting and not New Project work

**Some additional equipment purchases may be required