

**FIRCREST CITY COUNCIL
REGULAR MEETING AGENDA**

**TUESDAY, FEBRUARY 25, 2020
7:00 P.M.**

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

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PRESIDING OFFICER'S REPORT**
 - A. [Planning Commission Appointments](#)
 - B. Hunt Middle School Injection Wells
 - C. Community Center and Pool Project
- 5. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA**

(Please sign the **Public Attendance Roster/Public Hearing Sign-Up Sheet** if you wish to speak during the meeting.)
- 6. COMMITTEE, COMMISSION & LIAISON REPORTS**
 - A. Parks & Recreation
 - B. Pierce County Regional Council
 - C. Public Safety, Courts
 - D. Street, Water, Sewer, and Storm Drain
 - E. Other Liaison Reports
- 7. CONSENT CALENDAR**
 - A. Approval of [vouchers](#)/payroll checks
 - B. Approval of minutes: [February 4, 2020 City Council/Planning Commission Joint Meeting](#)
 [February 11, 2020 Regular Meeting](#)
 - C. Registering no objections to the: [Fircrest Golf Club liquor license renewal](#)
- 8. PUBLIC HEARING 7:15 P.M. OR SOON THEREAFTER**
- 9. UNFINISHED BUSINESS**
- 10. NEW BUSINESS**
 - A. [Resolution: Alameda Overlay Project Consultant Agreement](#)
 - B. [Resolution: Emerson Street Sidewalk Extension Project Consultant Agreement](#)
 - C. [Resolution: Land Use Attorney Professional Services Agreement](#)
 - D. [Resolution: Statewide Imagery Consortium Service Level Agreement](#)
 - E. [End of Year 2019 Financial Report](#)
- 11. CITY MANAGER COMMENTS**
- 12. DEPARTMENT HEAD COMMENTS**
- 13. COUNCILMEMBER COMMENTS**
- 14. EXECUTIVE SESSION**
- 15. ADJOURNMENT**

PUBLIC HEARING: Confirmation of Appointment of Planning Commissioner Andrew Imholt
ITEM 4B.

FROM: Hunter T. George, Mayor

RECOMMENDED MOTION: I move to confirm the Mayor's appointment of Andrew Imholt to the City of Fircrest Planning Commission, position 2, effective March 1, 2020 through June 15, 2023.

PROPOSAL: To confirm the appointment of Andrew Imholt to the Planning Commission to fill the unexpired term of position number 2. This position became vacant on January 27, 2020 and will expire on June 15, 2023.

Mr. Imholt is an active community member having served on the "Vote Yes" campaign for the pool and park's bond measure and was the driving force behind the Fircrest water tank mural. He is currently an account executive for Pilkey, Hopping & Ekberg and has previously worked for SiteCrafting and Rainier Connect. He has a great passion for public service and is interested in serving the community through the Planning Commission.

FISCAL IMPACT: The proposed amendments will have no direct fiscal impact.

ADVANTAGE: The appointment will fill the upcoming vacancy on the planning commission.

DISADVANTAGES: None.

ALTERNATIVES: None.

HISTORY: The City received three letters of interest for the two current openings on the Planning Commission. The three applicants were interviewed by Mayor George, City Manager Pingel, Councilmember Waltier (planning liaison) and Planning and Building Administrator Stahlnecker.

ATTACHMENTS: [Resume](#)
[Letter of Interest](#)

Andrew Imholt

CITY OF FIRCREST

FEB 06 2020

RECEIVED

Fircrest City Hall
c/o Mayor's Office
115 Ramsdell Street
Fircrest, WA 98466

Dear Fircrest City Council,

I am writing to express my interest in serving on the City of Fircrest Planning Commission.

Serving as commissioner has been a keen interest of mine for some time, as I have become more active and engaged in our community over the past several years. I am very interested in participating in the City of Fircrest's development by collaborating with the City of Fircrest's staff and council, learning about new City of Fircrest projects and plans, and engaging with project stakeholders.

Over the last decade, I have had the good fortune to live in the City of Fircrest. I have watched the City of Fircrest grow, as I have grown personally and professionally. During this time I have been employed by three local companies, who each have strong ties to our local community. Most recently, for the past four years, I have been a commercial lines account executive for local insurance agency - Pilkey, Hopping & Ekberg. A number of my clients do business within the City of Fircrest, from building owners, contractors, architects, consultants etc; I have developed experience and relationships working with stakeholders dealing with planning and land use issues.

I was very active in the "Vote Yes" campaign for the bond measure to provide funding for the City of Fircrest's new community pool and recreation center. You may also know me as the "Fircrest Water Tank Mural Guy", as I conducted a thorough campaign of my own to have the Fircrest High Water Tank to be repainted to include a mural. This project was a success and in my opinion, an exciting step in the right direction for the City of Fircrest, in terms of promoting and enhancing community identity and pride over the next decade.

Public service is important to me. It is in my blood. My grandparents, TD and Bill Imholt were integral in the City of Lakewood being incorporated into a city in 1996. They demonstrated how important being involved in your local community was and I am happy that this notion has been passed on to me, as I care deeply for our City of Fircrest.

I have a demonstrated history of working in insurance, technology and telecommunication industries, as well as serving the community with organizations like Tacoma Rotary 8 and volunteering with the United Way of Pierce County. I am a trusted and affable business professional with a Bachelor of Arts (B.A.) focused in Communication Studies and Business Administration.

141 Cornell St - Fircrest, WA 98466 - 253-381-4473 - imholtandrew@gmail.com

Andrew Imholt

With the accelerated growth of Tacoma and surrounding communities, the City of Fircrest is in a unique position to grow as well. It would be my honor to serve on the City of Fircrest Planning Commission and bring my skills, experience and passion to research, review and recommend decisions on land use and zoning issues vital to the future of the City of Fircrest.

The next decade is going to be really exciting for the City of Fircrest. I cannot wait to be a part of it.

Sincerely,

A handwritten signature in black ink, appearing to read 'Andrew Imholt', with a long horizontal flourish extending to the right.

Andrew Imholt

Andrew Imholt

141 Cornell Street Fircrest, WA 98466 - (253) 381-4473 - imholtandrew@gmail.com - linkedin.com/in/imholtandrew

Experience in marketing, public relations, corporate communications, business development and relationship building.

CITY OF FIRCREST

PROFESSIONAL EXPERIENCE

Pilkey, Hopping & Ekberg - Tacoma, WA

2016-Present

Account Executive - Commercial Lines

As a commercial lines account executive, I am responsible for providing strategic risk management to a diverse book of business, while generating new business prospects, networking and relationship building throughout the community.

- Facilitate implementation of new business goals and strategies for new and existing accounts.
- Manage a diverse range of insurance products in the Commercial Lines arena.
- Study and educate clients and staff about the state of the marketplace, including product line offerings and changes in consumer trends.
- Continuously drive client servicing strategy working with client servicing team and senior staff.

SiteCrafting - Tacoma, WA

2014 - 2016

Business Development Specialist

As the business development specialist, I was the primary sales contact for SiteCrafting. From managing new and existing client sales leads to developing existing client relationships; I connected with existing and potential SiteCrafting clients to understand their needs and provided recommended solutions that were tailored specifically to those needs.

- Accountable for selling website design and development services.
- Facilitated \$500K in new client engagements.
- Maintained and expanded the company's database of prospects through the development of client relationships.
- Successfully worked closely with key internal team members to qualify incoming sales leads and determined the best solution for clients based on specific project needs.
- Provided exceptional client experiences through responsive communication, collaborative problem-solving and exceeding client expectations.

Rainier Connect - Tacoma, WA

2008 – 2014

Marketing Communication intern/Communications Coordinator/Operations Associate

Initially hired as a marketing communications intern, I was promoted to communications coordinator upon completion of my bachelor's degree and then promoted again to operations associate to manage a multitude of marketing, sales and corporate responsibilities.

- Composed news releases, produced, wrote, edited and distributed internal/external company newsletters, created marketing copy for promotional campaigns and managed company social media presence.
- Supported business strategies and goals of Rainier Connect sales/marketing initiatives.
- Developed effective cross departmental relationships with colleagues to better facilitate company communications.

FEB 06 2020

RECEIVED

Andrew Imholt

141 Cornell Street Fircrest, WA 98466 - (253) 381-4473 - imholtandrew@gmail.com - linkedin.com/in/imholtandrew

Experience in marketing, public relations, corporate communications, business development and relationship building.

- Acted as public/community relations official for Rainier Connect by representing and speaking at numerous events for the Tacoma-Pierce County Chamber of Commerce, Tacoma Rotary 8, Go Local Tacoma as well as many other organizations.
- Provided executive support to the President and CEO.
- Planned and developed events, trade shows and community events for commercial sales and residential departments. Organized company meetings and events.
- Worked closely with prospective and existing commercial customers to identify their needs and challenges and provided strategies and timelines to facilitate them.

Grassfed Direct – Tacoma, WA

2011-2014

Co-Founder/Carnivore

Co-Founded Grassfed Direct, an online marketplace offering 100% grass fed/grass finished beef that connected small, local producers with consumers. Created out of a personal interest and need to source 100% grass fed/grass finished beef directly from the source, Grassfed Direct was designed to bridge this gap for its customers.

- From managing customer service, marketing/PR to accounting and strategic partnerships, I was directly involved with the growth of this start-up.
- Maintained company website, created monthly newsletters, managed social media (Facebook, Twitter, YouTube and Instagram), participated in the community by selling and marketing at various farmer's markets.
- Established a successful local partnership with local organic produce company "Terra Organics".

EDUCATION

Bachelor of Arts in Communication Studies and Business Administration, University of Washington

ORGANIZATIONS

Tacoma Rotary #8, Tacoma-Pierce County Chamber of Commerce, Tacoma-Pierce County Business Leadership Academy, Young Professionals Network of Tacoma-Pierce County, Tacoma Sixth Avenue Business District Association, United Way of Pierce County, Former Go Local Tacoma Board Member, Fircrest VOTE YES Pool & Recreation Center Bond Measure Committee

CORE COMPETENCIES

- Keen Interpersonal Skills.
- Pleasant Disposition.
- Excellent Organizational Skills.
- Detailed in Planning and Follow-ups.
- Effective at Building Strong Relationships.

PUBLIC HEARING: Confirmation of Appointment of Planning Commissioner Ben Ferguson
ITEM 4B.

FROM: Hunter T. George, Mayor

RECOMMENDED MOTION: I move to confirm the Mayor's appointment of Ben Ferguson to the City of Fircrest Planning Commission, position 4, effective March 1, 2020 through June 15, 2021.

PROPOSAL: To confirm the appointment of Ben Ferguson to the Planning Commission to fill the unexpired term of position number 4. This position became vacant on January 5, 2020 and will expire on June 15, 2021.

Mr. Ferguson is an active member of the community and is a registered architect, managing Ferguson Architecture. His experience with architecture, LEED, and the development community as a whole will be a great asset to the development of the Form-Based Code for the 19th and Mildred area and future land use code amendments.

FISCAL IMPACT: The proposed amendments will have no direct fiscal impact.

ADVANTAGE: The appointment will fill the upcoming vacancy on the planning commission.

DISADVANTAGES: None.

ALTERNATIVES: None.

HISTORY: The City received three letters of interest for the two current openings on the Planning Commission. The three applicants were interviewed by Mayor George, City Manager Pingel, Councilmember Waltier (planning liaison) and Planning and Building Administrator Stahlnecker.

ATTACHMENTS: [Letter of Interest](#)
[Resume](#)



Hunter George, Mayor
City of Fircrest
115 Ramsdell Street
Fircrest, WA 98466

February 11, 2020

RE: APPLICATION FOR FIRCREST PLANNING COMMISSION

Dear Mayor George and City Council,

This letter serves as my intention to seek appointment to the City of Fircrest Planning Commission. My name is Ben Ferguson and I have resided at 428 Ramsdell Street since June of 2008.

I am a registered Architect #10173 in the State of Washington, I have practiced for 20 years, and I own and manage an eleven-person firm in Tacoma called Ferguson Architecture. We specialize in private and public work in the area directly surrounding Tacoma and, in this role, I have broad understanding of the design and construction industry and I am very familiar with planning principles. I also hold a LEED AP accreditation from the US Green Building Council. I believe my expertise would be beneficial to the Planning Commission as Fircrest explores the rezoning and form-based code potential of the 19th and Mildred area.

I am an active participant in community events. We frequently attend events at Regents Park and I volunteer on a variety of Boards and Committees in Tacoma. I have recently completed one three-year term on the board of The Grand Cinema, I am a Board member for the Tacoma-Pierce County Chamber of Commerce where I am the Chair for the Affordable Housing Committee. I am a member of multiple code and planning committees within the City of Tacoma including: Co-Chair of the Permit Advisory Task Force, a member of the Transit-Oriented Development Advisory Group, and a member of the Project Advisory Group for Tacoma's new Urban Design Studio.

I would appreciate the opportunity to collaborate with city leadership, staff and the other Planning Commissioners to help make Fircrest a more livable and economically vital community.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Ferguson", with a long horizontal line extending to the right.

Ben Ferguson
President
Ferguson Architecture, P.S.



BEN FERGUSON

PRINCIPAL

AIA | NCARB | LEED AP
BFERGUSON@FERGUSONARCH.COM

Passionate, energetic, proactive, and collaborative – this is our **Principal**, Ben Ferguson. With an infectious personality and can-do attitude, he exemplifies the concept of having serious fun while doing serious work.

Ben's commitment to being a good partner leads to exceptional designs, efficient projects, and smooth communication. With over 20 years of experience in custom residential, multi-family housing, office tenant improvements, retail, and hospitality projects, he has participated in over \$350 million dollars' worth of work. He cherishes the responsibility of helping clients realize their **vision** and is grateful for the opportunity to make our community a more vital place to live through his projects. A fan of any music by Wham! and uninhibited karaoke, he lives in Fircrest with his wife and three daughters.



**SUPERPOWER:
CLIENT VISION**



DESIGN DIRECTION



PROJECT DIRECTION



QUALITY ASSURANCE



PERMITTING EXPERTISE



CONSTRUCTION ADMIN.

PROJECTS

PARKING SERVICES TENANT IMPROVEMENT

CLIENT: City of Tacoma Parking Services & Republic Park NW
DESCRIPTION: 8,436 SF interior renovation to accommodate two organizations with separate but interconnected functions
ROLE: Principal
COMPLETION: March 2017

1102 BROADWAY BUILDING IMPROVEMENTS

CLIENT: Building Owner, CBRE (Property Mgr), Individual Tenants – Tacoma, WA
DESCRIPTION: Office building exterior and interior renovation, including common amenities and tenant improvements
ROLE: Principal
COMPLETION: Varies/ongoing

1882 CLUB

CLIENT: The Baseball Club of Tacoma
DESCRIPTION: 3,950 SF renovation of existing offices into dual-purpose open office environment and gameday party suites
ROLE: Principal
COMPLETION: March 2019

PLANNING AND LAND SERVICES OFFICE IMPROVEMENTS

CLIENT: Pierce County Facilities Management
DESCRIPTION: Interior renovation and reconfiguration to increase staff density
ROLE: Principal
COMPLETION: June 2019

EDUCATION + LICENSURE

Bachelor of Arts, Architecture - University of Arizona, Class of '00
Licensed in Washington State #10173

COMMUNITY

The Grand Cinema - Board Member
Tacoma-Pierce County Chamber of Commerce - Co-Vice Chair
City of Tacoma Permit Advisory Task Force
Hillside Development Council
Tacoma Urban Design Studio - Citizen Appointee



ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 02/25/2020

Time: 11:02:39 Date: 02/20/2020
Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo	
21385	02/19/2020	02/25/2020	6904	A R C Architects Inc	49,340.64	P#54 Pool / Bathhouse And Community Center Prof. Engineering Services Through 1/25/20
	594 76 62 03 Buildings & Structures		301 000 594 Park Bond Capi	49,340.64	P#54 Pool / Bathhouse And Community Center Prof. Engineering Services Through 1/25/20	
21357	02/18/2020	02/25/2020	4298	AWC Employee Benefit	742.50	March 2020 Retired Medical
	521 22 20 01 LEOFF I Medical Premium		001 000 521 General Fund	742.50	03/2020 Retired Medical	
21333	02/18/2020	02/25/2020	4052	Auto Value, National Auto Parts Wareh	42.45	#60915D Oil For Sweeper
	548 65 48 13 O & M - Storm		501 000 548 Equipment Ren	42.45	#60915D Oil For Sweeper	
21329	02/18/2020	02/25/2020	1740	Brady, Richard	59.00	Library Reimbursement 1 Year (Nelwyn)
	572 21 49 00 Library Services		001 000 572 General Fund	59.00	Library Reimbursement 1 Year (Nelwyn)	
21370	02/18/2020	02/25/2020	4278	Budget Batteries Inc	118.97	#38484D Battery
	548 65 48 12 O & M - Street		501 000 548 Equipment Ren	118.97	#38484D Battery	
21360	02/18/2020	02/25/2020	3572	CED	3,266.33	Acorn Street Light Bulbs (76)
	595 63 63 00 Street Light - Other Improv		101 000 542 City Street Fun	3,266.33	Acorn Street Light Bulbs (76)	
21361	02/18/2020	02/25/2020	3572	CED	11.17	Light Ballast For Rec Center
	518 30 31 01 Oper Sup/Rec Bldg		001 000 518 General Fund	11.17	Light Ballast - Rec	
			Total CED	3,277.50		
21312	02/14/2020	02/25/2020	3994	CenturyLink	1,346.43	Telecommunications February 2020
	518 10 42 00 Communication - Non Dep		001 000 518 General Fund	67.31	CH Prim 911 02/2020	
	518 10 42 00 Communication - Non Dep		001 000 518 General Fund	67.32	CH Message 02/2020	
	518 10 42 00 Communication - Non Dep		001 000 518 General Fund	67.31	CH Alarm 02/2020	
	518 10 42 00 Communication - Non Dep		001 000 518 General Fund	448.79	Circuit Line / PRI Line 02/2020	
	518 10 42 00 Communication - Non Dep		001 000 518 General Fund	147.95	DID 02/2020	
	521 22 42 00 Communication - Police		001 000 521 General Fund	139.41	Police BA Machine / Modem 02/2020	
	531 50 42 00 Communication - Storm		415 000 531 Storm Drain	33.65	PW Alarm & Prim 911 02/2020	
	531 50 42 00 Communication - Storm		415 000 531 Storm Drain	16.83	PW Fax 02/2020	
	534 10 42 00 Communication - Water		425 000 534 Water Fund (de	33.66	PW Alarm & Prim 911 02/2020	
	534 10 42 00 Communication - Water		425 000 534 Water Fund (de	33.49	PW DSL / Telemetry 02/2020	
	534 10 42 00 Communication - Water		425 000 534 Water Fund (de	16.83	PW Fax 02/2020	
	535 10 42 01 Communication - Sewer		430 000 535 Sewer Fund (de	33.66	PW Alarm & Prim 911 02/2020	
	535 10 42 01 Communication - Sewer		430 000 535 Sewer Fund (de	33.50	PW DSL / Telemetry 02/2020	
	535 10 42 01 Communication - Sewer		430 000 535 Sewer Fund (de	16.83	PW Fax 02/2020	

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 02/25/2020

Time: 11:02:39 Date: 02/20/2020
Page: 2

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
542 30 42 00	Communication - Street		101 000 542 City Street Fun	33.66	PW Alarm & Prim 911 02/2020
542 30 42 00	Communication - Street		101 000 542 City Street Fun	16.83	PW Fax 02/2020
576 80 42 00	Communication - Parks		001 000 576 General Fund	67.32	REC Alarm 02/2020
576 80 42 00	Communication - Parks		001 000 576 General Fund	72.08	Parks Prim 911 02/2020
21336 02/18/2020 02/25/2020 4313 Chuckals Inc				98.24	Central And Admin Supplies
513 10 31 00	Office & Oper Sup - Admin		001 000 513 General Fund	12.65	Admin Supplies
518 10 34 01	Central Office Supplies		001 000 518 General Fund	85.59	Central Supplies
21351 02/18/2020 02/25/2020 4324 City Treasurer-City of Tacoma				56,345.11	Fire / EMS March 2020
522 20 40 00	Tacoma Contract - Fire		001 000 522 General Fund	28,411.43	Fire 03/2020
522 20 41 00	Tacoma Contract - EMS		001 000 522 General Fund	27,933.68	EMS 03/2020
21311 02/14/2020 02/25/2020 4318 City of Fircrest Treasurer				2,421.62	February 2020 Interfund
518 30 47 00	Public Utility Services - Ci		001 000 518 General Fund	336.19	02/2020 Interfund
531 50 47 02	Public Utility Services/Bldg		415 000 531 Storm Drain	154.60	02/2020 Interfund
531 50 47 02	Public Utility Services/Bldg		415 000 531 Storm Drain	2.22	02/2020 Interfund
534 10 47 00	Utility Services/Building -		425 000 534 Water Fund (de	154.61	02/2020 Interfund
534 80 47 01	Utility Services/Pumping		425 000 534 Water Fund (de	103.50	02/2020 Interfund
534 80 47 03	Public Utility Services/Met		425 000 534 Water Fund (de	5.19	02/2020 Interfund
535 10 47 00	Utility Services/Building -		430 000 535 Sewer Fund (de	154.61	02/2020 Interfund
535 80 47 04	Public Utility Services/Met		430 000 535 Sewer Fund (de	5.19	02/2020 Interfund
542 30 47 02	Electricity & Gas/Bldg - St		101 000 542 City Street Fun	154.60	02/2020 Interfund
542 30 47 02	Electricity & Gas/Bldg - St		101 000 542 City Street Fun	2.22	02/2020 Interfund
548 65 47 00	Utilities ShopGarage		501 000 548 Equipment Ren	34.50	02/2020 Interfund
576 20 47 00	Public Utility Services - Po		001 000 576 General Fund	448.09	02/2020 Interfund
576 80 47 00	Public Utility Services - Pa		001 000 576 General Fund	866.10	02/2020 Interfund
21378 02/18/2020 02/25/2020 4322 City of Tacoma Washington				7,362.44	Power - Various Locations January 2020
518 30 47 00	Public Utility Services - Ci		001 000 518 General Fund	592.30	City Hall 01/2020
534 80 47 01	Utility Services/Pumping		425 000 534 Water Fund (de	2,344.32	Well #9, Golf Course Tank 01/2020
535 80 47 01	Utility Services/Pumping		430 000 535 Sewer Fund (de	1,455.18	Drake St L/S, Pump #1, Princeton L/S 01/2020
542 30 47 03	Electricity/Traffic Lights		101 000 542 City Street Fun	39.55	400 Alameda 01/2020
542 63 47 00	Electricity/Street Lights		101 000 542 City Street Fun	2,241.03	Street Lights 01/2020
548 65 47 00	Utilities ShopGarage		501 000 548 Equipment Ren	23.71	F&E Garage 01/2020
576 80 47 00	Public Utility Services - Pa		001 000 576 General Fund	666.35	Rec Center Old And New, Tot Lot, Parks Garage 01/2020
21337 02/18/2020 02/25/2020 3565 Comfort Davies & Smith				12,442.20	January 2020
515 41 41 01	City Attorney		001 000 515 General Fund	1,886.80	01/2020
515 41 41 03	City Prosecutor		001 000 515 General Fund	7,244.60	Fircrest 01/2020

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 02/25/2020

Time: 11:02:39 Date: 02/20/2020
Page: 3

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
515 41 41 03	City Prosecutor		001 000 515 General Fund	3,310.80	Ruston 01/2020
21356	02/18/2020	02/25/2020	8542	2,079.59	P#60 Pool And Bathhouse Pool Meter Box
594 76 62 03	Buildings & Structures		301 000 594 Park Bond Capi	2,079.59	P#60 Pool And Bathhouse Pool Meter Box
21346	02/18/2020	02/25/2020	7918	140.00	Spanish Interpreting (2 Hrs)
512 50 41 03	Prof Svcs - Interpreter		001 000 512 General Fund	140.00	Spanish Interpreting (2 Hrs) 9Z1164272
21321	02/14/2020	02/25/2020	3573	78.47	Copier Usage January 2020 - Police
521 22 45 00	Oper Rentals - Copier - Pol		001 000 521 General Fund	78.47	Copier Usage 01/2020 - Police
21380	02/19/2020	02/25/2020	3589	2,058.43	February 2020 Town Topics
518 10 49 01	Town Topics/Citizen Comr		001 000 518 General Fund	2,058.43	02/2020 Town Topics
21325	02/18/2020	02/25/2020	1583	59.00	Library Reimbursement 1 Year
572 21 49 00	Library Services		001 000 572 General Fund	59.00	Library Reimbursement 1 Year
21352	02/18/2020	02/25/2020	3596	3,577.50	2020 Water System Operating Fee
534 10 49 01	State Operating Permit		425 000 534 Water Fund (de	3,577.50	2020 Water System Operating Fee
21369	02/18/2020	02/25/2020	3599	30.00	Notary Public Commission - L. Davis
518 10 49 02	Notary		001 000 518 General Fund	30.00	Notary Public Commission - L. Davis
21386	02/19/2020	02/25/2020	4310	2,156.38	January 2020 Excise Taxes
531 50 44 00	Excise Tax - Storm		415 000 531 Storm Drain	5.33	01/2020 Excise Taxes
534 10 44 00	Excise Tax - Water		425 000 534 Water Fund (de	9.25	01/2020 Excise Taxes
535 10 44 00	Excise Tax - Sewer		430 000 535 Sewer Fund (de	20.72	01/2020 Excise Taxes
594 21 64 00	Machinery & Equipment -]		001 000 521 General Fund	2,121.08	01/2020 Excise Taxes
21362	02/18/2020	02/25/2020	2307	59.00	Library Reimbursement 1 Year
572 21 49 00	Library Services		001 000 572 General Fund	59.00	Library Reimbursement 1 Year
21366	02/18/2020	02/25/2020	7827	50.00	Police Physical Assessment - Officer Johnson
521 10 41 00	Professional Services - Civ		001 000 521 General Fund	50.00	Police Physical Assessment - Officer Johnson
21363	02/18/2020	02/25/2020	8610	3,254.00	February 2020 Janitorial Services
518 30 41 01	Contract Maintenance		001 000 518 General Fund	3,254.00	02/2020 Janitorial Services
21358	02/18/2020	02/25/2020	3631	52.76	Uniform Repair - B. Deal
521 22 49 01	Uniforms/Clothing/Laundry		001 000 521 General Fund	52.76	Uniform Repair - B. Deal

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 02/25/2020

Time: 11:02:39 Date: 02/20/2020
Page: 4

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
21330	02/18/2020	02/25/2020	7032		
			Gutter Maintenance Services	695.78	Gutter Cleaning - City Hall And Public Works
518 30 48 02	Rep & Maint - City Hall		001 000 518 General Fund	347.29	Gutter Cleaning - CH
518 30 48 03	Rep & Maint - PW		001 000 518 General Fund	348.49	Gutter Cleaning - PW
21365	02/18/2020	02/25/2020	7383		
			Holden Polygraph LLC	300.00	Polygraph Testing - Officer Johnson
521 10 41 00	Professional Services - Civ.		001 000 521 General Fund	300.00	Polygraph Testing - Officer Johnson
21354	02/18/2020	02/25/2020	6229		
			Holt Services Inc	6,429.15	Well #4 Repair - Replaced Check Valve
534 50 48 01	Rep & Maint - Water Main		425 000 534 Water Fund (de	6,429.15	Well #4 Repair - Replaced Check Valve
21375	02/18/2020	02/25/2020	3692		
			Home Depot Credit Services	100.09	Sewer And Water Maintenance Supplies
534 50 31 01	Oper Supplies - Water Mai		425 000 534 Water Fund (de	50.20	Parts For Well #4
535 50 31 01	Oper Supplies - Sewer Mai		430 000 535 Sewer Fund (de	49.89	Wire Connectors For L/S, Cleaner For Scada Antennas
21388	02/19/2020	02/25/2020	8908		
			Instrument Technology Corporation	10,789.99	Video Inspection Camera System For Storm / Sewer Lines
594 31 64 00	Machinery & Equipment-S		416 000 594 Storm Improve	5,394.99	Video Inspection Camera System For Storm / Sewer Lines
594 35 64 00	Machinery & Equipment S		432 000 594 Sewer Improve	5,395.00	Video Inspection Camera System For Storm / Sewer Lines
21317	02/14/2020	02/25/2020	3704		
			International Assoc Of Chiefs Of Police	190.00	2020 Membership Fees - J. Cheesman
521 22 49 03	Dues,Memberships,Subscri		001 000 521 General Fund	190.00	2020 Membership Fees - J. Cheesman
21282	02/05/2020	02/25/2020	8773		
			Kassel & Associates, Inc.	810,674.21	P#60 Pool & Bathhouse Progress Through 1/31/20
594 76 62 03	Buildings & Structures		301 000 594 Park Bond Capi	810,674.21	P#60 Pool & Bathhouse Progress Through 1/31/20
21342	02/18/2020	02/25/2020	6883		
			L.N. Curtis & Sons	550.83	Carrier Vest - J. Villamor
521 22 49 04	CJF Programs		001 000 521 General Fund	550.83	Carrier Vest - J. Villamor
21343	02/18/2020	02/25/2020	6883		
			L.N. Curtis & Sons	98.17	Pouch For Vest - C. Roberts
521 22 49 04	CJF Programs		001 000 521 General Fund	98.17	Pouch For Vest - C. Roberts
			Total L.N. Curtis & Sons	649.00	
21332	02/18/2020	02/25/2020	1990		
			Lee, Evan	59.00	Library Reimbursement 1 Year
572 21 49 00	Library Services		001 000 572 General Fund	59.00	Library Reimbursement 1 Year

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 02/25/2020

Time: 11:02:39 Date: 02/20/2020
Page: 5

Accts Pay #	Received	Date Due	Vendor	Amount	Memo		
21324	02/18/2020	02/25/2020	3776		Lemay Mobile Shredding	74.35	Shredding January 2020 - Court And Finance
	512 50 49 00	Miscellaneous - Court	001 000 512	42.15	General Fund		Shredding 01/2020 - Court
	514 23 49 00	Miscellaneous - Finance	001 000 514	32.20	General Fund		Shredding 01/2020 - Finance
21340	02/18/2020	02/25/2020	3776		Lemay Mobile Shredding	57.60	Shredding January 2020 - Police
	521 22 49 00	Miscellaneous - Police	001 000 521	57.60	General Fund		Shredding 01/2020 - Police
	Total Lemay Mobile Shredding			131.95			
21371	02/18/2020	02/25/2020	3791		Lowe's Company-#338954	55.66	City Hall And Well #4 Repair Supplies
	518 30 31 04	Oper Sup/CH	001 000 518	26.91	General Fund		Shelf For Court - S. Clothor
	518 30 31 04	Oper Sup/CH	001 000 518	10.46	General Fund		Mat For Breakroom
	534 50 31 01	Oper Supplies - Water Mai	425 000 534	18.29	Water Fund (de		Well #4 Supplies
21384	02/19/2020	02/25/2020	7196		Materials Testing & Consulting Inc	4,501.25	P#60 Pool And Bathhouse Materials Testing January 2020
	594 76 62 03	Buildings & Structures	301 000 594	4,501.25	Park Bond Capi		P#60 Pool And Bathhouse Materials Testing 01/2020
21348	02/18/2020	02/25/2020	8907		McMillan, Addison	67.00	Library Reimbursement 1 Year
	572 21 49 00	Library Services	001 000 572	67.00	General Fund		Library Reimbursement 1 Year
21368	02/18/2020	02/25/2020	180		Meyer, Yolanda	59.00	Library Reimbursement 1 Year
	572 21 49 00	Library Services	001 000 572	59.00	General Fund		Library Reimbursement 1 Year
21350	02/18/2020	02/25/2020	7635		Nappi, Jessica	25.00	Gym Fees Reimbursement (February)
	513 10 20 00	Personnel Benefits	001 000 513	16.75	General Fund		Gym Fees Reimbursement (February) - J. Nappi
	518 11 20 00	Personnel Benefits - Person	001 000 518	8.25	General Fund		Gym Fees Reimbursement (February) - J. Nappi
21302	02/05/2020	02/25/2020	8697		OakRidge Homes LTD	285.28	07-03320.0 - 1055 11TH TEE DR
	343 40 00 00	Sale Of Water	425 000 340	-106.31	Water Fund (de		
	343 50 00 00	Sewer Revenues	430 000 340	-178.97	Sewer Fund (de		
21301	02/05/2020	02/25/2020	8698		OakRidge Homes LTD	43.49	07-03310.0 - 1053 11TH TEE DR
	343 40 00 00	Sale Of Water	425 000 340	-22.52	Water Fund (de		
	343 50 00 00	Sewer Revenues	430 000 340	-20.97	Sewer Fund (de		
21308	02/14/2020	02/25/2020	1097		Off, Travis	81.96	01-00910.3 - 315 GOLDEN GATE AV
	343 10 00 00	Storm Drain Fees & Charge	415 000 340	-34.64	Storm Drain		
	343 40 00 00	Sale Of Water	425 000 340	-33.65	Water Fund (de		
	343 50 00 00	Sewer Revenues	430 000 340	-13.67	Sewer Fund (de		

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 02/25/2020

Time: 11:02:39 Date: 02/20/2020
Page: 6

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
21319	02/14/2020	02/25/2020	3957	PC Budget & Finance	98.85 Business Cards - C. Wells, J. Barrentine
518 10 34 02	Central Office Printing	001 000 518	General Fund	98.85	Business Cards - C. Wells, J. Barrentine
21320	02/14/2020	02/25/2020	3957	PC Budget & Finance	557.62 January 2020 Printing Services
512 50 31 00	Office & Oper Sup-Court	001 000 512	General Fund	557.62	01/2020 - Order Of Release, Advice Of Rights, Payment Plan, Order Generic
21364	02/18/2020	02/25/2020	3957	PC Budget & Finance	454.79 4th Quarter 2019 Liquor Tax
566 66 49 00	Substance Abuse Fee	001 000 566	General Fund	454.79	4th Quarter 2019 Liquor Tax
Total PC Budget & Finance				1,111.26	
21381	02/19/2020	02/25/2020	3955	Petrocard Systems Inc	436.10 Gas / Fuel February 2020
548 65 31 12	Street Gas	501 000 548	Equipment Ren	126.29	Street 02/2020
548 65 31 13	Storm Gas	501 000 548	Equipment Ren	167.85	Storm 02/2020
548 65 31 14	Wtr/Swr Gas	501 000 548	Equipment Ren	141.96	W / S 02/2020
21387	02/19/2020	02/25/2020	3956	Petty Cash-Corcoran	52.87 Petty Cash 2/25/2020
517 90 31 01	Health Program - Supplies	001 000 517	General Fund	9.39	Wellness Event Supplies
518 10 42 01	Postage - Non-Dept	001 000 518	General Fund	17.70	Postage
534 50 31 01	Oper Supplies - Water Mai	425 000 534	Water Fund (de	1.99	Ice For Water Samples
571 10 41 00	Senior Trips	001 000 571	General Fund	15.00	Lunch Reimbursement - G. Stevens
573 90 49 01	Community Events	001 000 573	General Fund	8.79	Daddy Daughter Dance Supplies
21339	02/18/2020	02/25/2020	3971	Pitney Bowes Inc Supplies	124.23 Red Ink Cartridge For Postage Meter
518 10 42 01	Postage - Non-Dept	001 000 518	General Fund	124.23	Red Ink Cartridge For Postage Meter
21309	02/14/2020	02/25/2020	3986	Puget Sound Energy, BOT-01H	267.54 Natural Gas - City Hall January 2020
518 30 47 00	Public Utility Services - Ci	001 000 518	General Fund	267.54	Natural Gas - CH 01/2020
21310	02/14/2020	02/25/2020	3986	Puget Sound Energy, BOT-01H	909.17 Natural Gas - Rec January 2020
576 80 47 00	Public Utility Services - Pa	001 000 576	General Fund	909.17	Natural Gas - Rec 01/2020
21372	02/18/2020	02/25/2020	3986	Puget Sound Energy, BOT-01H	248.82 Natural Gas - Public Works January 2020
531 50 47 02	Public Utility Services/Bldg	415 000 531	Storm Drain	62.20	Natural Gas - PW 01/2020
534 10 47 00	Utility Services/Building -	425 000 534	Water Fund (de	62.21	Natural Gas - PW 01/2020
535 10 47 00	Utility Services/Building -	430 000 535	Sewer Fund (de	62.21	Natural Gas - PW 01/2020
542 30 47 02	Electricity & Gas/Bldg - St	101 000 542	City Street Fun	62.20	Natural Gas - PW 01/2020

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 02/25/2020

Time: 11:02:39 Date: 02/20/2020
Page: 7

Accts Pay #	Received	Date Due	Vendor	Amount	Memo	
			Total Puget Sound Energy, BOT-01H	1,425.53		
21327	02/18/2020	02/25/2020	1752	Retzloff, Brian J.	59.00	Library Reimbursement 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	59.00	Library Reimbursement 1 Year	
21382	02/19/2020	02/25/2020	8893	Right Systems INC	40,797.08	Equipment And Licenses To Update IT System
	594 18 64 00	Machinery & Equipment -	001 000 518 General Fund	29,521.08	Equipment And Licenses To Update IT System	
	594 48 64 04	Finance - ERR Capital	501 000 548 Equipment Ren	4,500.00	Equipment And Licenses To Update IT System	
	594 48 64 07	Info Sys - ERR Capital	501 000 548 Equipment Ren	6,776.00	Equipment And Licenses To Update IT System	
21322	02/14/2020	02/25/2020	337	Roberts, Christopher	1,194.00	Tuition Reimbursement CJA / 385
	521 22 49 02	Reg & Tuition - Police	001 000 521 General Fund	1,194.00	Tuition Reimbursement CJA / 385 - C. Roberts	
21344	02/18/2020	02/25/2020	337	Roberts, Christopher	22.50	Gym Fees Reimbursement (Jan - Feb 2020)
	521 22 20 00	Personnel Benefits - Police	001 000 521 General Fund	22.50	Gym Fees Reimbursement (Jan - Feb 2020) - C. Roberts	
			Total Roberts, Christopher	1,216.50		
21303	02/05/2020	02/25/2020	8016	Sankwich, Jeremy	39.82	02-01670.3 - 120 BERKELEY AVE
	343 10 00 00	Storm Drain Fees & Charge	415 000 340 Storm Drain	-8.87		
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-9.51		
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-21.44		
21338	02/18/2020	02/25/2020	4035	Sarco Supply	719.22	Janitorial Supplies - City Hall, Public Works & Rec
	518 30 31 01	Oper Sup/Rec Bldg	001 000 518 General Fund	51.16	Janitorial Supplies - Rec	
	518 30 31 03	Oper Sup/PWF	001 000 518 General Fund	128.75	Janitorial Supplies - PW	
	518 30 31 04	Oper Sup/CH	001 000 518 General Fund	539.31	Replacement Parts For Vacuum	
21347	02/18/2020	02/25/2020	8403	Schmidtke, Judy A	28.57	Supplies For Daddy Daughter Dance
	573 90 49 01	Community Events	001 000 573 General Fund	28.57	Supplies For Daddy Daughter Dance	
21377	02/18/2020	02/25/2020	6088	Sentinel Pest Control Inc	192.33	Pest Control - Public Works February 2020
	531 50 48 00	Rep & Maint - Storm	415 000 531 Storm Drain	48.08	Pest Control - PW 02/2020	
	534 50 48 01	Rep & Maint - Water Main	425 000 534 Water Fund (de	48.08	Pest Control - PW 02/2020	
	535 50 48 00	Rep & Maint - Sewer Main	430 000 535 Sewer Fund (de	48.08	Pest Control - PW 02/2020	
	542 30 48 01	Rep & Maint - Street Maint	101 000 542 City Street Fun	48.09	Pest Control - PW 02/2020	
21355	02/18/2020	02/25/2020	6350	Sevier, Maria	1,680.00	On-Call GIS Support January 2020 (14 Hrs)

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 02/25/2020

Time: 11:02:39 Date: 02/20/2020
Page: 8

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
531 50 41 00	Prof Svcs - Storm		415 000 531 Storm Drain	336.00	On-Call GIS Support January 2020 (14 Hrs)
534 10 41 00	Prof Svcs - Water		425 000 534 Water Fund (de	336.00	On-Call GIS Support January 2020 (14 Hrs)
535 10 41 00	Prof Svcs - Sewer		430 000 535 Sewer Fund (de	336.00	On-Call GIS Support January 2020 (14 Hrs)
542 30 41 00	Prof Svcs - Street		101 000 542 City Street Fun	336.00	On-Call GIS Support January 2020 (14 Hrs)
558 60 41 00	Prof Svcs - Planning		001 000 558 General Fund	336.00	On-Call GIS Support January 2020 (14 Hrs)
21323	02/18/2020	02/25/2020	3472 Siebel-Bryant, Christine	141.40	Credit Refund On Active Utility Account
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-141.40	Credit Refund On Active Utility Account
21326	02/18/2020	02/25/2020	4084 Staples Business Advantage	375.59	Supplies - Central, Police And Building / Planning
518 10 34 01	Central Office Supplies		001 000 518 General Fund	236.15	Central Supplies
521 22 31 00	Office & Oper Sup - Police		001 000 521 General Fund	104.73	Police Supplies
524 20 31 00	Office & Oper Sup-Bldg		001 000 524 General Fund	17.36	Building Supplies
558 60 31 00	Office & Oper Sup-Plan		001 000 558 General Fund	17.35	Planning Supplies
21345	02/18/2020	02/25/2020	4084 Staples Business Advantage	113.64	Police Supplies
521 22 31 00	Office & Oper Sup - Police		001 000 521 General Fund	113.64	Police Supplies
21383	02/19/2020	02/25/2020	4084 Staples Business Advantage	49.75	Police Supplies
521 22 31 00	Office & Oper Sup - Police		001 000 521 General Fund	49.75	Police Supplies
			Total Staples Business Advantage	538.98	
21367	02/18/2020	02/25/2020	4328 Systems for Public Safety Inc	233.68	#52952D Odometer Repair
548 65 48 08	O & M - Police		501 000 548 Equipment Ren	233.68	#52952D Odometer Repair
21331	02/18/2020	02/25/2020	4120 Tacoma Daily Index	300.78	January 2020 Publications
511 60 41 01	Advertising - Legislative		001 000 511 General Fund	80.78	Public Meeting Notices - Land Use
531 50 41 01	Advertising - Storm		415 000 531 Storm Drain	35.23	2020 MRSC Rosters
534 10 41 01	Advertising - Water		425 000 534 Water Fund (de	35.24	2020 MRSC Rosters
535 10 41 01	Advertising - Sewer		430 000 535 Sewer Fund (de	35.24	2020 MRSC Rosters
542 30 41 01	Advertising - Street		101 000 542 City Street Fun	35.23	2020 MRSC Rosters
558 60 41 01	Advertising - Planning		001 000 558 General Fund	79.06	Planning Comm. Public Notice, Notice Of Vacancy
21341	02/18/2020	02/25/2020	4133 Tacoma Rubber Stamp	63.13	"Fircrest Police Department Received" Stamp
521 22 31 00	Office & Oper Sup - Police		001 000 521 General Fund	63.13	"Fircrest Police Department Received" Stamp
21313	02/14/2020	02/25/2020	4135 Tacoma Screw Products Inc	4.86	Hex Key For Camera
535 80 35 00	Small Tools & Equip-Swr (430 000 535 Sewer Fund (de	4.86	Hex Key For Camera

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 02/25/2020

Time: 11:02:39 Date: 02/20/2020
Page: 9

Accts Pay #	Received	Date Due	Vendor	Amount	Memo		
21359	02/18/2020	02/25/2020	4135		Tacoma Screw Products Inc	1.32	Supplies For Well #4 Repair
	534 50 31 01	Oper Supplies - Water Mai	425 000 534	1.32	Water Fund (de		Supplies For Well #4 Repair
				6.18	Total Tacoma Screw Products Inc		
21328	02/18/2020	02/25/2020	4139		Tapco Visa Card	325.00	ICMA 2020 Conference Registration - S. Pingel
	513 10 49 01	Reg & Tuition - Admin	001 000 513	325.00	General Fund		ICMA 2020 Conference Registration - S. Pingel
21349	02/18/2020	02/25/2020	4162		Tursi, Jane	67.00	Library Reimbursement 1 Year
	572 21 49 00	Library Services	001 000 572	67.00	General Fund		Library Reimbursement 1 Year
21353	02/18/2020	02/25/2020	4164		U S Postal Service	240.00	Permit #236 2020 Renewal
	518 10 42 01	Postage - Non-Dept	001 000 518	240.00	General Fund		Permit #236 2020 Renewal
21376	02/18/2020	02/25/2020	5934		US Bank, City Hall Account	1,042.23	City Hall Charges Through 2/14/20
	514 23 49 01	Reg & Tuition - Finance	001 000 514	795.00	General Fund		2020 WPTA Conf. - C. Corcoran & M. Walker, PRA Training - L. Davis, Feb PSFOA Lunch Meeting - L. Davis, Fiscal Oversight Webinar - C. Corcoran
	517 90 31 01	Health Program - Supplies	001 000 517	59.78	General Fund		Wellness Event Supplies
	518 10 34 01	Central Office Supplies	001 000 518	32.45	General Fund		Central Supplies
	518 10 42 01	Postage - Non-Dept	001 000 518	155.00	General Fund		Postage For Passports
21379	02/19/2020	02/25/2020	4172		Union 76 Royal	92.43	Gas / Fuel (Attendant Swiped Wrong Card)
	548 65 31 08	Police Gas	501 000 548	13.17	Equipment Ren		Gas / Fuel #66367
	548 65 31 12	Street Gas	501 000 548	79.26	Equipment Ren		Gas / Fuel #63582
21389	02/20/2020	02/25/2020	4178		University Place Refuse Inc	751.10	Dump Fees - Street Sweeping And Yard Waste February 2020
	531 50 47 01	Dumping Fees - Storm	415 000 531	682.50	Storm Drain		Dump Fees - Street Sweeping 02/2020
	542 30 47 01	Dumping Fees - Street	101 000 542	68.60	City Street Fun		Dump Fees - Yard Waste 02/2020
21318	02/14/2020	02/25/2020	4180		Utilities Underground	38.50	Locates January 2020
	534 10 49 00	Miscellaneous - Water	425 000 534	19.25	Water Fund (de		Locates 01/2020
	535 10 49 00	Miscellaneous - Sewer	430 000 535	19.25	Sewer Fund (de		Locates 01/2020
21373	02/18/2020	02/25/2020	4180		Utilities Underground	141.68	Locates November 2019
	534 10 49 00	Miscellaneous - Water	425 000 534	70.84	Water Fund (de		Locates 11/2019
	535 10 49 00	Miscellaneous - Sewer	430 000 535	70.84	Sewer Fund (de		Locates 11/2019
21374	02/18/2020	02/25/2020	4180		Utilities Underground	93.94	Locates October 2019

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 02/25/2020

Time: 11:02:39 Date: 02/20/2020
Page: 10

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
534 10 49 00	Miscellaneous - Water		425 000 534 Water Fund (de	46.97	Locates 10/2019
535 10 49 00	Miscellaneous - Sewer		430 000 535 Sewer Fund (de	46.97	Locates 10/2019
Total Utilities Underground				274.12	
21315	02/14/2020	02/25/2020	4188 Verizon Wireless LLC	1,024.23	February 2020 Shared Plan (24 Lines)
513 10 42 00	Communication - Admin		001 000 513 General Fund	47.59	City Manager 02/2020
518 30 42 00	Communication - Fac/Equi		001 000 518 General Fund	76.27	Maint. Supervisor & Custodian 02/2020
521 22 42 00	Communication - Police		001 000 521 General Fund	373.14	Chief, 2 Sergeants & 5 Officers 02/2020
524 20 42 00	Communications- Bldg		001 000 524 General Fund	23.79	B / P Admin 02/2020
531 50 42 00	Communication - Storm		415 000 531 Storm Drain	93.29	PW Director, Crew & Air Card 02/2020
534 10 42 00	Communication - Water		425 000 534 Water Fund (de	93.29	PW Director, Crew & Air Card 02/2020
535 10 42 01	Communication - Sewer		430 000 535 Sewer Fund (de	93.28	PW Director, Crew & Air Card 02/2020
542 30 42 00	Communication - Street		101 000 542 City Street Fun	93.28	PW Director, Crew & Air Card 02/2020
558 60 42 00	Communications - Planning		001 000 558 General Fund	23.80	B / P Admin 02/2020
576 80 42 00	Communication - Parks		001 000 576 General Fund	106.50	Parks Director, Maint. Super & Comm. Events Spec 02/2020
21316	02/14/2020	02/25/2020	4188 Verizon Wireless LLC	487.72	February 2020 Police Air Cards (11) And 1 Officer
521 22 42 00	Communication - Police		001 000 521 General Fund	487.72	02/2020 Police Air Cards (11) & 1 Officer
Total Verizon Wireless LLC				1,511.95	
21314	02/14/2020	02/25/2020	4231 Water Mgmt Labs Inc	29.00	Coliform Testing 1/30/20 After Well #4 Pulled
534 80 41 00	Water Testing		425 000 534 Water Fund (de	29.00	Coliform Testing 1/30/20 After Well #4 Pulled
21334	02/18/2020	02/25/2020	4246 Whistle Workwear	238.00	Boots - J. Davis, Pants - B. Wakefield
531 50 20 01	Contract Benefits - Storm		415 000 531 Storm Drain	59.50	Boots - J. Davis, Pants - B. Wakefield
534 10 20 01	Contract Benefits - Wtr Ad		425 000 534 Water Fund (de	59.50	Boots - J. Davis, Pants - B. Wakefield
535 10 20 01	Contract Benefits - Swr Ad		430 000 535 Sewer Fund (de	59.50	Boots - J. Davis, Pants - B. Wakefield
542 30 20 01	Contract Benefits - Street R		101 000 542 City Street Fun	59.50	Boots - J. Davis, Pants - B. Wakefield
21335	02/18/2020	02/25/2020	4246 Whistle Workwear	89.24	Pants - J. Marzano
531 50 20 01	Contract Benefits - Storm		415 000 531 Storm Drain	22.31	Pants - J. Marzano
534 10 20 01	Contract Benefits - Wtr Ad		425 000 534 Water Fund (de	22.31	Pants - J. Marzano
535 10 20 01	Contract Benefits - Swr Ad		430 000 535 Sewer Fund (de	22.31	Pants - J. Marzano
542 30 20 01	Contract Benefits - Street R		101 000 542 City Street Fun	22.31	Pants - J. Marzano

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 02/25/2020

Time: 11:02:39 Date: 02/20/2020
Page: 11

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
			Total Whistle Workwear	327.24	
			Report Total:	1,036,156.77	
<u>Fund</u>					
			001 General Fund	121,720.02	
			101 City Street Fund	6,479.43	
			301 Park Bond Capital Fund	866,595.69	
			415 Storm Drain	1,595.25	
			416 Storm Improvement Fund	5,394.99	
			425 Water Fund (department)	13,773.98	
			430 Sewer Fund (department)	2,944.57	
			432 Sewer Improvement Fund	5,395.00	
			501 Equipment Rental Fund	12,257.84	

This report has been reviewed by:

REMARKS:

Signature & Title	Date
-------------------	------

CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL

Mayor Hunter T. George called the special meeting to order at 6:01 P.M. and led the pledge of allegiance. Councilmembers, Shannon Reynolds, Brett Wittner, Denny Waltier, and Jamie Nixon were present. Councilmember David M. Viafore was absent and unexcused. Councilmember Jamie Nixon was absent and excused. Planning Commissioners Kathy L. McVay, Sarah Hamel, and Shirley Schultz were present.

INTRODUCTIONS

Planning and Building Administrator Stahlnecker introduced Principal Planner Jeff Boers, Councilmember Joe Barrentine, and Commissioner Shirley Schultz

19TH AND MILDRED UPDATE

Stahlnecker briefed the Council and Planning Commission on the moratorium timeline and the multijurisdictional coordination for the four corners of the 19th and Mildred intersection. Staff has requested an opportunity to discuss the subarea plan with University Place. There was discussion on coordinating with the policymakers of other jurisdictions and retaining equal representation at future meetings. Discussion was held on the potential for a consulting firm to complete the SEPA process to ensure support from all jurisdictions. Stahlnecker briefed the Council and Planning Commission on the January charettes/open house with Mr. Rangwala about form-based code. Discussions included adjusting the Fircrest Municipal Code to allow/disallow certain uses and adjusting Title 22 to mesh with form-based code. Brief discussion was held on the advantages/disadvantages of height minimum requirements and the concern for funding the potential required open spaces and parks. Ms. Yolanda Brooks expressed concern about public outreach and engagement of the community moving forward.

GREEN BUILDING

Stahlnecker provided an update on the public engagement opportunities staff has participated in over the past year including teaming up with Pubic Works at Fircrest Fun Days to promote conservation. In the past year, staff has streamlined the permitting process by implementing the State of Washington recommended solar panel permitting checklist, which was used to permit solar panel installation for one single-family home this past year. Stahlnecker also presented a visual of the tree canopy cover for the City that detailed the vast tree coverage within the City of Fircrest.

ELECTRIC CHARGING STATIONS DISCUSSION

City Manager Pingel briefed the Council and Planning Commission on potential grant opportunities regarding installing electric car charging stations. Discussions were held on the future of electric cars and the importance of providing public charging service for citizens and visitors as well as eligibility requirements for potential grants. Ms. Yolanda Brooks expressed concern about potential traffic impacts to the 19th and Mildred arterials, if redeveloped and the need for public engagement ahead of public hearings.

ADJOURNMENT

Reynolds MOVED to adjourn the meeting at 7:13 P.M., seconded by Waltier. The Motion Carried (5-0).

Hunter T. George, Mayor

Jayne Westman, City Clerk

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Mayor Hunter T. George called the regular meeting to order at 7:00 P.M. and led the Pledge of Allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Brett Wittner, Joe Barrentine, Denny Waltier, and Jamie Nixon were present.

PRESIDING OFFICER’S REPORT

A. Community Center and Pool Project

Parks and Recreation Director Grover briefed the Council on the progress of the pool and bathhouse construction project and discussed signage options for the community center building and the pool and bathhouse.

PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

George invited public comment; the following individuals provided comment:

- Mitchell Shook, Advanced Stream, commented on the privatization of public broadband.
- Troup 216, Pacific Harbors Council of the Boy Scouts of America, commented on volunteer opportunities and community service options within the City.
- Neil Holden, Westside Disposal, commented on submitting a request for a contract extension.

COMMITTEE, COMMISSION, AND LIAISON REPORTS

A. Administration

Viafore briefed the Council on the upcoming contract with Westside Disposal and the request for information from Westside Disposal before the Study Session next week. Viafore has requested an updated financial report with regard to the community center and the pool and bathhouse

B. Environmental, Planning and Building

Waltier briefed the Council on the land use attorney interviews and anticipated bringing a recommendation before Council at the next meeting.

C. Finance, IT, Facilities

Barrentine briefed the Council on upcoming staff training to help with the May deadline for filing state reports. The City had a bond mature in January and the City now has one outstanding bond maturing in August. The investment committee will be meeting soon.

D. Other Liaison Reports

Reynolds briefed the Council on an upcoming PCRC meeting scheduling conflict with the parks open house on February 20, 2020.

A brief discussion was held on LEED certification and the heating source of the community center.

Council discussed electric car charging and when the bid documents will be prepared.

George briefed the Council on a Mayoral Forum on affordable housing and anticipates bringing more information to the next meeting.

CONSENT CALENDAR

George requested the City Clerk read the Consent Calendar: approval of Voucher No. 214315 through Voucher Check No. 214389 in the amount of \$155,013.46; approval of Payroll Check No. 13817 through Payroll Check No. 13821 in the amount of \$112,379.53; approval of Payroll Check No. 13822 through Payroll Check No. 13825 in the amount of \$8,484.48; approval of Payroll Check No. 13826 through Payroll Check No. 13831 in the amount of \$111,336.63; approval of the January 23, 2020 Special Meeting minutes; and approval of the January 28, 2020 Regular Meeting minutes. **Reynolds MOVED to approve the Consent Calendar as read; seconded by Wittner. The Motion Carried (7-0).**

PUBLIC HEARING

None scheduled.

UNFINISHED BUSINESS

A. Resolution No. 1642: Refugee Resettlement Program

Reynolds MOVED to untable Resolution No. 1642; seconded by Wittner. The Motion Carried (7-0). Pingel briefed the Council on the proposed updated resolution granting consent for the Federal government to resettle refugees within the municipal boundaries of the City of Fircrest. George invited councilmember comment; Reynolds inquired if the Resolution No. 1642 has been reviewed by the City Attorney; Acting City Attorney Comfort confirmed legal review of the documents for Council consideration of approval. George invited public comment; there was none. Per the amended motion on the table from the January 28, 2020 regular meeting (Wittner MOVED to adopt Resolution No. 1642, declaring an intent to grant consent for the relocation of refugees within municipal boundaries per United States Executive Order 13888; seconded by Barrentine; AND Viafore MOVED to amend the motion to include authorization for the Mayor to sign the letter to Secretary of State Pompeo consenting to refugee resettlement in the City of Fircrest; seconded by Waltier), **The Motion Carried (7-0).**

NEW BUSINESS

A. Solid Waste Rate Adjustment

Pingel briefed the Council on the proposed ordinance setting new solid waste rates due to the disposal fee adjustment and the annual CPI adjustment. The amount is based upon the collection charge listed in the contract plus 85% of the percentage change of the West-B/C Urban Wage Earners and Clerical Workers Consumer Price Index (CPI). The notice of public hearing was advertised in the January 17, 2020 Tacoma Daily Index. A public hearing was held on January 28, 2020 to accept public comment on the proposed new solid waste rates. No comments were received.

Nixon MOVED to adopt Ordinance No. 1653 amending Ordinance No. 1634 and Fircrest Municipal Code 6.08.130 relating to the schedule of rates and charges for solid waste collection; seconded by Reynolds. George invited councilmember comment; Reynolds requested confirmation of the amending ordinance number. George invited public comment; there was none. **The Motion Carried (7-0).**

CITY MANAGER COMMENTS

Pingel requested Council feedback on scheduling the Council photographs, indicating February 25, 2020 and March 10, 2020 were available. After a brief discussion, there was a consensus to schedule the Council photographs on March 10, 2020.

Pingel reported that the March study session would include an updated presentation on form-based code from Rangwala and requested Council feedback on scheduling a public meeting prior to the 6:00 P.M. study session in order to accommodate an informal meeting for the public. After a brief discussion, Viafore MOVED to set a special meeting on March 16, 2020 at 5:30 P.M. at Fircrest City Hall, 115 Ramsdell Street, Fircrest, Washington for the sole purpose of discussing potential changes to the Fircrest municipal code regarding Commercial Mixed Use and Residential-30 zones; seconded by Wittner. George invited councilmember comment; there was none. George invited public comment; there was none. **The Motion Carried (7-0).**

George reported that Council did not declare a public meeting with regard to the Community Center special meeting. Viafore MOVED to set a special meeting on February 20, 2020 at 6:00 P.M. at Roy H. Murphy Community Center, 555 Contra Costa Ave, Fircrest, Washington for the purpose of presenting the design and permitting for the Community Center and Pool; seconded by Waltier. George invited councilmember comment; there was none. George invited public comment; there was none. **The Motion Carried (7-0)**

DEPARTMENT HEAD COMMENTS

- Public Works Director Wakefield reported staff met with Tacoma School District about the storm management program for the Hunt Middle School Project. Tacoma School District is proposing groundwater injections of their treated stormwater back into the aquifer. We are within the 5-mile radius of the project and per the Well Head Protection Program and are asking for our acceptance of that proposal.
Brief discussions were held on the water protection plan and how often this type of stormwater treatment is used. Concerns were raised over the potential drawbacks. Council requested a presentation from the Tacoma School District for a future meeting.
- Police Chief Cheesman reported there is a new officer, Mr. Jeff Johnson, and he is signed up for the next academy class. Staff is continuing to conduct background checks on the other applicant and is anticipating having that process complete by the end of February. The police department completed lockdown drills February 11, 2020 at both elementary schools.

COUNCILMEMBER COMMENTS

- Viafore expressed excitement for the newly hired officer. Viafore commented on his concern of the well head protection plan and would like a copy of the Department of Ecology report.
- Reynolds expressed thanks to the City Clerk, Jessica and would like to know more about the water meters and the financial effects.
- Wittner thanked the audience for their attendance and specifically Troop 216. Wittner commented on having Troop 216 help with Earth Day festivities.
- Barrentine thanked Troop 216 for their attendance and staff for doing a great job on the Daddy Daughter Event.

- Waltier thanked Troop 216 for their attendance and thanked the audience for their attendance. He thanked Jessica for her hard work as City Clerk.
- Nixon thanked Jessica for her time as city Clerk and wished her luck.
- George reminded everyone about the February 20th meeting. George also commented on the proposed Metro Parks development at Tacoma Community College. The school bond appears to have the needed percentage to build a new Whittier Elementary. George thanked Jessica and wished her well and thanked Troop 216 for their attendance.

EXECUTIVE SESSION

At 8:51 P.M., Council convened into Executive Session after a five-minute recess, not to exceed the hour of 9:30 P.M., to discuss the performance of a public employee pursuant to RCW 42.30.110. George noted that City Manager Pingel would join Council in Executive Session and that no further action would take place other than adjournment.

At 9:30 P.M., George announced Council would continue the executive session until 9:45 P.M.

The Council reconvened into regular session at 9:41 P.M.

ADJOURNMENT

Wittner MOVED to adjourn the meeting at 9:41 P.M., seconded by Waltier. The Motion Carried (7-0).

Hunter T. George, Mayor

Jayne Westman, City Clerk

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 02/06/2020

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF FIRCREST
(BY ZIP CODE) FOR EXPIRATION DATE OF 20200531

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 . FIRCREST GOLF CLUB	FIRCREST GOLF CLUB 1500 REGENTS BLVD FIRCREST	351116	PRIVATE CLUB - SPIRITS/BEER/WINE NON-CLUB EVENT

WA 98466 0000



Washington State
Liquor and Cannabis Board
PO Box 43098

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

CITY OF FIRCREST

FEB 10 2020

RECEIVED

February 06, 2020

Dear Local Authority:

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

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

1) Objection to License Renewal

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

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

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

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

2) Status of License While Objection Pending

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

3) Procedure Following Licensing Division Receipt of Objection

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

4) Procedure if Board Does Not Renew License

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

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

5) Procedure if Board Renews License Over Your Objection

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

FEB 10 2020
RECEIVED

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

Sincerely,

Rebecca Smith

Rebecca Smith, Director,
Licensing and Regulation Division

LIQ 864 07/10



LIQUOR LICENSE RENEWAL

Applicant Information

Licensee Name: Fircrest Golf Club
Establishment Name: Fircrest Golf Club
Address: 1500 Regents Boulevard
License Number: 351116
Expiration Date: 5/31/2020

Department Comments

Finance

No concerns.

Planning and Building

No concerns. Allowed per zoning.

Police

We have had no problems with the service or sale of alcohol at the Fircrest Golf Club.

Colleen Corcoran

Director Signature

2/12/2020

Date

Angelie Stahlnecker

Director Signature

2/11/2020

Date

John Cheesman

Director Signature

2/11/2020

Date

**NEW BUSINESS: Alameda Overlay Project Consultant Agreement
ITEM 10A.****FROM: Jerry Wakefield, Public Works Director**

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute a professional services agreement with KPG, P.S. for providing final design and bid call services for the Alameda Overlay Project in an amount of \$68,000.00.

PROPOSAL: The Council is being asked to authorize the City Manager to enter into a professional services contract with KPG, P.S. to provide final design, bid call, and construction services for the Alameda Overlay Project. These services included those necessary to provide new improvement plans used for the construction of the project, provide the bid call services to award the project.

FISCAL IMPACT: The total agreement amount will result in a not-to-exceed budget of \$68,000.00. This cost is included in the grant that was accepted by the Council in December 2019. Funds would come from the grant and also the matching funds per our agreement with TIB.

ADVANTAGE: By obtaining the grant, this will allow the City to proceed with the design and construction of the project. Entering into a contract for engineering services is the first step in the process of utilizing the grant to complete the overlay and pavement preservation on this portion of Alameda.

DISADVANTAGES: The cost of the project.

ALTERNATIVES: Not to proceed with the design and construction of the project at this time and return the grant.

HISTORY: In December 2019, the City accepted the TIB grant for this project. In preparing for this project, a review of available engineering consultants was conducted to provide the most qualified engineering firm for this type of work. A selection process was used to find the most qualified firm.

The MSRC roster was used to locate qualified consultants that had this type of expertise and qualifications. A search of the Consultant Roster was done using the Main Category: Construction Management, Engineering Services and the Sub-Categories: Project Management, Pavement Design and Analysis. A list of Consultant Roster Businesses was identified. This is attached as Exhibit A. From this list, a review of the Consultants qualifications were reviewed on line to narrow the field further. From this list four firms were selected to solicit proposals for the work. Those firms were Huitt-Zollars, Inc., KPG, Inc., Sitts & Hill Engineers, Inc., and SCJ Alliance. Proposals were received by each firm and a selection committee of the City Manager, Public Works Director and Utility Foreman each reviewed the proposals independently and scored each consultant. The top-ranking consultant was KPG, P.S. Their experience and qualifications meet the needs of the project. They are local and seem to fit the City's needs very well for this project. They also provided similar services for the City as our on-call consultant and prior design work on the Emerson sidewalk project and the Alameda Grind and Overlay project.

The schedule has the project being designed this spring and early summer, with the project being bid and awarded this summer.

ATTACHMENTS: [Resolution](#)
[Professional Services Agreement](#)
[Proposal Packet](#)

**CITY OF FIRCREST
PROFESSIONAL SERVICES AGREEMENT**

1. Date and Parties.

This Agreement, for reference purposes only, is dated the 25th day of February, 2020, and entered into by and between the City of Fircrest, a political subdivision of the State of Washington and hereinafter referred to as the "City" and KPG, P.S. hereinafter referred to as "Consultant".

2. General Recitals.

A. The City wishes to have professional services performed to prepare the design, bid documents, bidding assistance and construction management for the upcoming City of Fircrest Alameda Overlay Project.

B. The Consultant has represented it has particular expertise in the area of professional engineering services and is able to perform consulting services in connection with the City's needs for the above described work, and is willing and agreeable to provide such services upon the terms and conditions herein contained.

3. Assignment:

Neither party may assign this Agreement or any rights or responsibilities under it, whether during performance nor after performance, without first obtaining the other party's written consent.

4. Scope of Services.

The Consultant agrees to perform in a good and professional manner the tasks described on Exhibit "A" attached hereto and incorporated herein by this reference. (The tasks described on Exhibit "A" shall be individually referred to as a "task", and collectively referred to as the "services".) The Consultant shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with the City.

5. Consultant's Representations.

The Consultant hereby represents that it has all necessary licenses and certifications to perform the services provided for herein, and is qualified to perform such services.

6. Compliance With Laws.

Consultant shall comply with applicable laws, regulations and ordinances that are in effect at the time of performance.

7. Taxes.

Consultant shall comply with federal, state, and local tax laws, Social Security Acts, Unemployment Compensation and Workers Compensation Acts in so far as applicable to the performance of this Agreement.

8. City's Responsibilities.

The City shall do the following in a timely manner so as not to delay the services of the Consultant:

- a. Designate the Public Works Director as the City's representative with respect to the services. The Public Works Director shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services.
- b. Furnish the Consultant with all information, criteria, objectives, schedules and standards for the project and the services provided for herein.
- c. Provide an Access Agreement Document for each affected property for the Consultant to have executed by each affected property owner.
- d. Examine and evaluate all studies, reports, memoranda, plans, sketches, and other documents prepared by the Consultant and render decisions regarding such documents in a timely manner to prevent delay of the services.

9. Acceptable Standards.

The Consultant shall be responsible to provide the services in this Agreement, in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

10. Term of Agreement.

The Consultant shall complete all work required under the terms of this Agreement to complete the final plans, specifications, estimates, and bid documents on or before December 31, 2020. This Agreement shall be in effect until December 31, 2020, and may be extended or modified by mutual consent of the parties.

11. Ownership and Use of Documents.

All documents, reports, memoranda, diagrams, sketches, plans, surveys, design calculations, working drawings and any other materials created or otherwise prepared by the Consultant as part of his performance of this Agreement (the "Work Products") shall be owned by and become the property of the City. The City agrees that if it uses products prepared by Consultant for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold the Consultant harmless therefor.

12. Insurance.

The Consultant shall be responsible for maintaining, during the term of this Agreement and at its sole cost and expense, the types of insurance coverage and in the amounts described below. The Consultant shall furnish evidence, satisfactory to the City, of all such policies. During the term hereof, the Consultant shall take out and maintain in full force and effect the following insurance policies:

- a. Comprehensive public liability insurance, including Automobile and General Liability, insuring the City and the Consultant against loss or liability for damages for personal injury, death or property damage arising out of or in connection with the work or performance by the Consultant, employees, and Consultant's agents, for its obligations hereunder, with minimum liability limits of \$5,000,000 combined single limit for personal injury, death or property damage in any one occurrence.
- b. Such workmen's compensation and other similar insurance as may be required by law.
- c. Professional liability insurance with minimum liability limits of \$1,000,000.

Any payment of deductible shall be the sole responsibility of the Consultant. City shall be named as an additional insured on the General Liability and Auto Liability policies described above.

The insurance policies shall (1) state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) shall be primary insurance with regard to City; and (3) shall state that the City will be given at least 30 days prior written notice of any cancellation, suspension or material change in coverage.

The limits of liability required above are minimum required limits only and do not relieve the Consultant of claims that may exceed these minimum limits.

13. Indemnification.

- A. Consultant shall protect, defend, indemnify and hold harmless City, its officers, and employees and its agents from any and all costs, claims, judgments or awards of damages, to the extent caused by the negligent acts or omissions of Consultant, its officers, and employees and its agents, and its sub-contractors, in performing this Agreement.
- B. City shall protect, defend, indemnify and hold harmless Consultant, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, to the extent caused by the negligent acts or omissions of City, its officers, employees and agents in performing this Agreement.

14. Compensation.

The Consultant shall be compensated for the work in an amount not to exceed \$68,000.00 for the work specified in Exhibit A, including direct costs. The Consultant will regularly update the City relative to progress and the estimated cost of completing the same. Consultant will not provide services exceeding said budget unless otherwise authorized by the City in writing. Payment for work performed shall be in accordance with Consultant's rate schedule in Exhibit B.

15. Reimbursement for Expenses.

The Consultant will be reimbursed for direct expenses, in accordance with Consultant's rate schedule in Exhibit B, incurred in the performance of duties hereunder and such costs will be part of the maximum project cost.

16. Billing.

The Consultant shall provide the City with monthly billing statements that detail the work performed, the time involved, and the charges related thereto. The City shall pay the invoice amount within thirty (30) days.

17. Records Inspection and Audit.

All compensation payments shall be subject to the adjustments for any amounts found upon audit or otherwise to have been improperly invoiced, and all records and books of accounts pertaining to any work performed under this Agreement shall be subject to inspection and audit by the City for a period of up to three (3) years from the final payment for work performed under this Agreement.

18. Independent Contractor.

The Consultant is engaged hereunder as an independent contractor and nothing contained herein shall be construed as giving rise to an employer-employee relationship between the City and Consultant.

19. Termination and Suspension.

Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

The City may terminate this Agreement upon not less than seven (7) days written notice to the Consultant if the services provided for herein are no longer needed from the Consultant.

If this Agreement is terminated by the City, the Consultant shall be compensated for services performed prior to termination in accordance with the rate of compensation provided in Exhibit "B" hereof.

20. Non-Discrimination.

The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, notional origin, marital status, sex, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any service for the City now or in the future.

21. Severable Provisions.

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

22. Entire Agreement.

This Agreement constitutes the entire agreement between the parties, and both parties acknowledge that there are no other agreements oral or otherwise that have not been fully set forth in the text of this Agreement.

CITY OF FIRCREST

KPG, P.S.

By _____
Scott Pingel, City Manager

By _____

Approved as to Form:

By _____
City Attorney

Attest:

Jayne Westman, City Clerk

EXHIBIT A-1

City of Fircrest Alameda Avenue Grind and Overlay Electron way to Regents Boulevard

**KPG
Scope of Work
February 2020**

INTRODUCTION

A. PROJECT UNDERSTANDING:

The following Scope of Work outlines the effort required to complete Plans, Specifications, and Estimates to complete the Alameda Avenue Grind and Overlay Project. The project limits are the southern crosswalk stripe at Electron Way to the southwest point of curvature on the south leg of Regents Boulevard and Alameda Avenue and totals approximately 2,055 linear feet. The project will also replace curb ramps to meet current ADA requirements.

B. ASSUMPTIONS:

The following assumptions were made to establish a scope and budget for this project:

- Right-of-way or easement acquisition will not be required.
- Right-of-way will be delineated.
- Special Provisions will be developed based on the 2020 WSDOT Standard Provisions.
- Utility improvements are not part of this Scope of Work.
- Traffic Control Plans will not be developed under this Scope of Work.
- Plans will be developed using AutoCAD 2017 Civil 3D using KPG drafting standards.
- The City will be responsible for all permit fees.
- Construction Stormwater General Permit will not be required.
- Contract documents will be submitted to Transportation Improvement Board (TIB) for review and approval.
- The project will conduct maintenance activities and is therefore categorically exempt from SEPA, per WAC 197-11-800(3).
- No sidewalk improvements will be designed except where ADA curb ramps are required to be replaced.
- Pavement overlay depths and materials type will be recommended by Consultant and approved by City. No Geotechnical analysis will be required.
- A scope and budget for Construction Services will be prepared and submitted for approval upon approval of the 90% design.

The following Scope of Work describes the effort required to complete the above described improvements:

EXHIBIT A-1

SCOPE OF WORK

Task 1 – Management/Coordination/Administration

This task covers the effort required to manage the contract and to ensure that the project meets the client's expectations for schedule, budget, and quality of product. This Scope of Work assumes a 4 Month contract duration:

- 1.1 Provide project administrative services including:
 - Project set-up and execute agreement
 - Execution of subconsultant agreements
 - Preparation of monthly progress reports and invoices
 - Maintaining project files
 - Record keeping and project closeout

- 1.2 Provide project management services including:
 - Project staff management and coordination
 - Prepare and update project schedule
 - Schedule and budget monitoring
 - Coordination with TIB for final review and approval

- 1.3 Provide Quality Assurance and Quality Control Reviews
 - Provide senior level review of all submittals
 - Provide constructability review of 90% submittal

Task 1 Deliverables:

- Monthly invoices (4 months)
- Monthly progress reports (4 months)
- Meeting notes for Consultant/City Meeting
- QA/QC Documentation

Task 2 –Right of Way and Survey Basemapping

Effort under this task includes the anticipated work necessary to develop a basemap for the ADA ramp replacement, develop control to establish existing Right-of-Way, provide locations for existing utility castings and monumentation. It is anticipated that the following effort will be required:

- 2.1 KPG shall prepare base maps using the following methods:
 - Topographic survey will be utilized at ADA ramp locations and to establish location of existing survey monumentation and utility castings within the overlay limits.

- 2.2 KPG will supplement the topographic survey by using:
 - Field Measurements
 - Available Record Drawings
 - Orthographic Photography

EXHIBIT A-1

- 2.3 KPG will establish right-of-way lines. Right-of-way will be defined using existing street monumentation and their relationship to public records. Lot lines will be established using GIS data, if needed.

Task 2 Deliverables:

- Basemap

Task 2 Assumptions:

- Basemap will be prepared in AutoCAD 2017 using KPG drafting standards.
- This scope includes surveying existing ADA ramps within limits needed to replace to current standards. No structure dips will be provided.
- Additional Right-of-way or construction rights of entry is not included as part of this scope.
- Completing a Record of Survey is not included as part of this Scope.
- Title Reports will not be needed
- Utility locating and marking of franchise utilities will be completed by KPG through a utility locate company in the vicinity of curb ramps.

Task 3 – Preliminary Design

This task includes the effort to conduct a field walk with CITY staff to determine the specific improvements for the project.

- 3.1 Initial Field review: Consultant will conduct an initial field review of the project to determine design options.
- 3.2 Initial Field review with City: Upon completion of the initial field review, the Consultant shall attend one (1) field walk with City Staff. Assume two (2) consultant staff for one (1) field meeting. During the field walk, the following will be confirmed:
- Verification of the project extents
 - Review existing pavement conditions and record locations of required pavement repairs
 - Determine method of how to connect the existing driveways to the new overlay
- 3.3 Field Design: Based on the information obtained from the field review with the City, the Consultant will transfer locations of pavement repairs, and sidewalk match points to the aerial base map. Locations of underground utilities will not be marked or shown on the plans.
- 3.4 Design Documents: Information obtained from the field design will be used to prepare 30% plans and cost estimate. The following is the anticipated sheet count:

EXHIBIT A-1

Title	Number
Cover Sheet	1
Legend, Abbreviations, Alignment & Survey Control	1
Typical Sections/Details	1
Overlay Plans	3
Curb Ramp Plans (Horizontal layout only)	2
TOTAL	8

3.5 Design Review: The consultant shall attend an in the field design review meeting to review CITY comments from the 30% Design Submittal. Assume two (2) Consultant staff for one (1) meeting. Plans will be submitted for review 1 week prior to the meeting.

Task 3 Deliverables:

- 30% Design Submittal
 - Two (2) hard copies of 11x17 Plans and Estimate
 - One (1) PDF copy of Plans and Estimate

Task 4 – Overlay Design (90% and Final)

This task includes the effort required to complete the design to 90%, incorporating modifications requested in the design review and comments received from the 30% review. Produce a set of 90% Contract Documents (design drawings and technical specifications) for City review and comment and submittal to Transportation Improvement Board. The Consultant will prepare design plans to a 90% level to include the following:

- Plans will be prepared in such detail as to permit field layout and construction within a degree of accuracy acceptable to the City and in accordance with industry, City and WSDOT standards.
- Typical sections and details shall be provided, except for items available such as standard details from the City, State or APWA drawings which will be included as an appendix to the specifications.
- The Consultant will prepare specifications and submit for review at the 90% stage and submit final specifications with the bid documents.
- The Consultant shall calculate quantities and prepare a construct cost estimate with each submittal and the bid documents.

4.1 Design: The consultant shall address 30% comments and prepare 90% Plans for review and comment by the and Transportation Improvement Board (TIB).

4.2 Construction Cost Estimate: The Consultant shall prepare 90% quantities and opinion of probably cost for review and approval by the City and TIB.

EXHIBIT A-1

- 4.3 Specifications: The consultant shall prepare 90% specifications for review and approval by the City. Specifications will be based on 2020 WSDOT Standard Specifications, City provided legal documents, Division 1 and City GSPs. KPG will include additional special provision language as needed.
- 4.4 Design Review: The consultant shall attend an in the field design review meeting to review City comments from the 90% Design Submittal. Assume two (2) Consultant staff for one (1) meeting. Plans will be submitted for review 1 week prior to the meeting.
- 4.5 Bid Ready Plans: The plans will be revised based on comments from the City Design Review meeting and TIB Review.
- 4.6 Bid Ready Specification: The specification will be revised based on City Design Review meeting and TIB Review.
- 4.7 Bid Ready Cost estimate: The Cost estimate will be revised to reflect changes requested from the 90% Plans and Specifications.

Task 4 Deliverables:

- 90% Review Submittal
 - Three (3) Half-size Plan sets (11x17) for two (2) for City Review, one (1) for TIB
 - Three (3) sets Specifications two (2) for City Review, one (1) for TIB
 - Two (2) Construction Cost Estimate
- Final Submittal
 - Bid Documents (Hard Copy and Electronic: PDF)
 - One (1) Construction Cost Estimate
 - Five (5) Sets half-size Plans (11x17 size)
 - One (1) Full-size Plans (22x34 size)

Task 4 Assumptions:

- No vertical alignment will be provided along Alameda, only at intersections as required for curb ramp design.
- The City will not make changes to improvements approved during the Preliminary design task.
- Project-specific Traffic Control plans will not be provided. Applicable WSDOT Traffic Control Plans will be provided in the Contract Documents as an appendix.
- The Contract Legal, General, and Technical Specifications will be based on the 2020 WSDOT Standard Specifications for Road, Bridge and Municipal Construction.
- The 90% Contract Documents will be reviewed in a single meeting with the City. Plans and Specifications will be submitted to the City 1 week before the review meeting. City Comments and redlines obtained during the review meetings, as well as comments from TIB will be incorporated to develop the Final Bid Ready PS&E.
- TIB will conduct only a single review

EXHIBIT A-1

Task 5 - Assistance During Bidding

This task includes the effort required to assist the City with bidding of the project. This includes working with TIB on the Bid Authorization form, preparation of the advertisement for bids and includes the following:

- 5.1 Prepare Bid Authorization form and submit to TIB.
- 5.2 Plan Production & BXWA Coordination: Consultant will coordinate and submit final PS&E package to BXWA and prepare final bid documents.
- 5.3 Prepare addenda and respond to bidders questions.
- 5.4 Recommendation of Award: Tabulate bid results, check references, prepare award package for Local Programs, and provide recommendation of Award.
- 5.5 Prepare and submit Updated Cost Estimate form to TIB.

Task 5 Deliverables:

- Completed Bid Authorization form submitted to TIB
- Up to three (3) addenda and response to bidder questions
- Bid Tabulation: an electronic PDF copy
- Recommendation for Award letter: An electronic PDF copy
- Conformed Set: One (1) CD containing all PS&E documents including AutoCAD drawings, two (2) 11x17 hard copies of Plans, two (2) bound hard copies of specifications
- Updated Cost Estimate submitted to TIB

Construction Services

It is anticipated that Construction Services will be provided by KPG for a not to exceed amount of \$73,000. A detailed scope of work will be provided to the City near the 90% design phase of the project.

Additional Services

The CITY may require additional services of the CONSULTANT such as construction contract management services. The scope of these services will be determined based on the unanticipated project needs or other considerations at the sole discretion of the CITY.

These services will be authorized under a future contract supplement if necessary. At the time these services are required, the CONSULTANT shall provide a detailed scope of work and an estimate of costs. The CONSULTANT shall not proceed with the work until the CITY has authorized the work and issued a notice to proceed.

**EXHIBIT D
PRIME CONSULTANT COST COMPUTATIONS**

Client City of Fircrest
Project Alameda Overlay
KPG PROJECT NUMBER: 20007
DATE: 2.11.20

Task No.	Task Description	Labor Hour Estimate							Total Hours and Labor Fee Estimate by Task		
		Principal	Sr. Engineer	Project Engineer	Resident Engineer	Architecture Technician II	Documentation Specialist	Survey Crew I	Hours	Fee	
			Aviation Mgr	Project Surveyor	Construciton Office Engr	Design Engineer	Sr. Admin				
				Sr. Resident Engineer		Sr. CAD Technician					
						Survey Technician					
		232	184	140	125	117	115	166			
Task 1 - Management/Coordination/Administration											
1.1	Project Administrative Services	2		5			5		12	\$ 1,739.00	
1.2	Project Management Services			2			2		4	\$ 510.00	
1.3	QA/QC review		6						6	\$ 1,104.00	
	Task Total	2	6	7	0	0	7	0	22	\$ 3,353.00	
Task 2 - Survey, Mapping, and Existing Right of Way											
2.1	Topographic survey of curb ramps, mons, castings					24			24	\$ 6,792.00	
2.2	Topographic survey supplement, field measurements			8		20			28	\$ 3,460.00	
2.3	Establish right of way lines			8					8	\$ 1,120.00	
	Task Total	0	0	16	0	44	0	24	84	\$ 11,372.00	
Task 3 - Preliminary Design											
3.1	Initial field review	2		4		4			10	\$ 1,492.00	
3.2	Field review with City staff			4		4			8	\$ 1,028.00	
3.3	Field design	2		8		8			18	\$ 2,520.00	
3.4	Design Plans										
	Cover Sheet					2			2	\$ 234.00	
	Legend, Abbreviations & Survey Control			4		4			8	\$ 1,028.00	
	Typical Sections/Details	1		4		8			13	\$ 1,728.00	
	Overlay Plans	1		16		24			41	\$ 5,280.00	
	Curb Ramp Plans	1		8		16			25	\$ 3,224.00	
	Cost Estimate	1		2		4			7	\$ 980.00	
3.5	Design Review			4		4			8	\$ 1,028.00	
	Task Total	8	0	54	0	78	0	0	140	\$ 18,542.00	
Task 4 - Overlay Design (90% and Final)											
4.1	90% Design Plans										
	Cover Sheet					2			2	\$ 234.00	
	Legend, Abbreviations & Survey Control			2		4			6	\$ 748.00	
	Typical Sections/Details	2		4		8			14	\$ 1,960.00	
	Overlay Plans	1		8		30			39	\$ 4,862.00	
	Curb Ramp Plans	1		16		16			33	\$ 4,344.00	
4.2	90% Cost Estimate			2		4			6	\$ 748.00	
4.3	90% Specifications	4		32			4		40	\$ 5,868.00	
4.4	Design Review	2		4		4			10	\$ 1,492.00	
4.5	Bid Ready Plans	4		8		16			28	\$ 3,920.00	
4.6	Bid Ready Specifications	4		16			4		24	\$ 3,628.00	
4.7	Bid Ready Cost Estimate	1		2		4			7	\$ 980.00	
	Task Total	19	0	94	0	88	8	0	209	\$ 28,784.00	
Task 5 - Assistance During Bidding											
5.1	Bid Authorization Form	1		2					3	\$ 512.00	
5.2	Plan Production & BXWA Coordination			2			10		12	\$ 1,430.00	
5.3	Addenda & Bidders Questions	2		4			2		8	\$ 1,254.00	
5.4	Recommendation of Award	1		2	8		2		13	\$ 1,742.00	
5.5	Updated UCE			2					2	\$ 280.00	
	Task Total	4	0	12	8	0	14	0	38	\$ 5,218.00	
Total Labor Hours and Fee		33	6	183	8	210	29	24	493	\$ 67,269.00	
Subconsultants											
										Utility Locate Service	\$ 700.00
										Subtotal	\$ 700.00
										Total Subconsultant Expense	\$ 700.00
Reimbursable Direct Non-Salary Costs											
										Mileage at current IRS rate	\$ 31.00
										Reproduction Allowance	
										Total Reimbursable Expense	\$ 31.00
										Total Estimated Budget	\$ 68,000.00

**NEW BUSINESS: Emerson Street Sidewalk Extension Project Consultant Agreement
ITEM 10B.****FROM: Jerry Wakefield, Public Works Director**

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute a professional services agreement with KPG, P.S. for providing final design and bid call services for the Emerson Sidewalk Extensions Project in an amount of \$56,500.00.

PROPOSAL: The Council is being asked to authorize the City Manager to enter into a professional services contract with KPG, P.S. to provide final design and bid call services for the Emerson Sidewalk Extension Project. These services include those necessary to provide new improvement plans used for the construction of the project and provide the bid call services to award the project.**FISCAL IMPACT:** The total agreement amount will result in a not-to-exceed budget of \$56,500.00. This cost is included in the grant that was accepted by the Council in December 2019. Funds would come from the grant and also the matching funds per our agreement with TIB.**ADVANTAGE:** By obtaining the grant, this will allow the City to proceed with the design and construction of the project. Entering into a contract for engineering services is the first step in the process of utilizing the grant to complete the sidewalks on this portion of Emerson.**DISADVANTAGES:** The cost of the project.**ALTERNATIVES:** Not to proceed with the design and construction of the project at this time and return the grant.**HISTORY:** In December 2019, the City accepted the TIB grant for this project. In preparing for this project, a review of available engineering consultants was conducted to provide the most qualified engineering firm for this type of work. A selection process was used to find the most qualified firm.

The MSRC roster was used to locate qualified consultants that had this type of expertise and qualifications. A search of the Consultant Roster was done using the Main Category: Design and Planning, and the Sub-Categories: Roadway, Bikeway and Walkway Design. A list of Consultant Roster Businesses was identified. This is attached as Exhibit A. From this list, a review of the consultant's qualifications were reviewed online to narrow the field further. From this list, five firms were selected to solicit proposals for the work. Those firms were AHBL, Inc., Apex Engineering, KPG, Inc., Huitt-Zollars, Inc., and SCJ Alliance. Proposals were received by each firm and a selection committee of the City Manager, Public Works Director and Utility Foreman each reviewed the proposals independently and scored each consultant. The top-ranking consultant was KPG, P.S. Their experience and qualifications meet the needs of the project. They are local and seem to fit the City's needs very well for this project. They also have provided similar services for the City as our on-call consultant and prior design work on the Emerson sidewalk project and the Alameda Grind and Overlay project.

The schedule has the project being designed this spring and early summer, with the project being bid and awarded this summer.

ATTACHMENTS: [Resolution](#)
[Professional Services Agreement](#)
[Proposal Packet](#)

CITY OF FIRCREST PROFESSIONAL SERVICES AGREEMENT

1. Date and Parties.

This Agreement, for reference purposes only, is dated the 25th day of February, 2020, and entered into by and between the City of Fircrest, a political subdivision of the State of Washington and hereinafter referred to as the "City" and KPG, P.S. hereinafter referred to as "Consultant".

2. General Recitals.

A. The City wishes to have professional services performed to prepare the design, bid documents, bidding assistance and construction management for the upcoming City of Fircrest Emerson Street Extension Sidewalk Project.

B. The Consultant has represented it has particular expertise in the area of professional engineering services and is able to perform consulting services in connection with the City's needs for the above described work, and is willing and agreeable to provide such services upon the terms and conditions herein contained.

3. Assignment:

Neither party may assign this Agreement or any rights or responsibilities under it, whether during performance nor after performance, without first obtaining the other party's written consent.

4. Scope of Services.

The Consultant agrees to perform in a good and professional manner the tasks described on Exhibit "A" attached hereto and incorporated herein by this reference. (The tasks described on Exhibit "A" shall be individually referred to as a "task", and collectively referred to as the "services".) The Consultant shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with the City.

5. Consultant's Representations.

The Consultant hereby represents that it has all necessary licenses and certifications to perform the services provided for herein, and is qualified to perform such services.

6. Compliance With Laws.

Consultant shall comply with applicable laws, regulations and ordinances that are in effect at the time of performance.

7. Taxes.

Consultant shall comply with federal, state, and local tax laws, Social Security Acts, Unemployment Compensation and Workers Compensation Acts in so far as applicable to the performance of this Agreement.

8. City's Responsibilities.

The City shall do the following in a timely manner so as not to delay the services of the Consultant:

- a. Designate the Public Works Director as the City's representative with respect to the services. The Public Works Director shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services.
- b. Furnish the Consultant with all information, criteria, objectives, schedules and standards for the project and the services provided for herein.
- c. Provide an Access Agreement Document for each affected property for the Consultant to have executed by each affected property owner.
- d. Examine and evaluate all studies, reports, memoranda, plans, sketches, and other documents prepared by the Consultant and render decisions regarding such documents in a timely manner to prevent delay of the services.

9. Acceptable Standards.

The Consultant shall be responsible to provide the services in this Agreement, in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

10. Term of Agreement.

The Consultant shall complete all work required under the terms of this Agreement to complete the final plans, specifications, estimates, and bid documents on or before December 31, 2020. This Agreement shall be in effect until December 31, 2020, and may be extended or modified by mutual consent of the parties.

11. Ownership and Use of Documents.

All documents, reports, memoranda, diagrams, sketches, plans, surveys, design calculations, working drawings and any other materials created or otherwise prepared by the Consultant as part of his performance of this Agreement (the "Work Products") shall be owned by and become the property of the City. The City agrees that if it uses products prepared by Consultant for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold the Consultant harmless therefor.

12. Insurance.

The Consultant shall be responsible for maintaining, during the term of this Agreement and at its sole cost and expense, the types of insurance coverage and in the amounts described below. The Consultant shall furnish evidence, satisfactory to the City, of all such policies. During the term hereof, the Consultant shall take out and maintain in full force and effect the following insurance policies:

- a. Comprehensive public liability insurance, including Automobile and General Liability, insuring the City and the Consultant against loss or liability for damages for personal injury, death or property damage arising out of or in connection with the work or performance by the Consultant, employees, and Consultant's agents, for its obligations hereunder, with minimum liability limits of \$5,000,000 combined single limit for personal injury, death or property damage in any one occurrence.
- b. Such workmen's compensation and other similar insurance as may be required by law.
- c. Professional liability insurance with minimum liability limits of \$1,000,000.

Any payment of deductible shall be the sole responsibility of the Consultant. City shall be named as an additional insured on the General Liability and Auto Liability policies described above.

The insurance policies shall (1) state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) shall be primary insurance with regard to City; and (3) shall state that the City will be given at least 30 days prior written notice of any cancellation, suspension or material change in coverage.

The limits of liability required above are minimum required limits only and do not relieve the Consultant of claims that may exceed these minimum limits.

13. Indemnification.

- A. Consultant shall protect, defend, indemnify and hold harmless City, its officers, and employees and its agents from any and all costs, claims, judgments or awards of damages, to the extent caused by the negligent acts or omissions of Consultant, its officers, and employees and its agents, and its sub-contractors, in performing this Agreement.
- B. City shall protect, defend, indemnify and hold harmless Consultant, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, to the extent caused by the negligent acts or omissions of City, its officers, employees and agents in performing this Agreement.

14. Compensation.

The Consultant shall be compensated for the work in an amount not to exceed \$56,500.00 for the work specified in Exhibit A, including direct costs. The Consultant will regularly update the City relative to progress and the estimated cost of completing the same. Consultant will not provide services exceeding said budget unless otherwise authorized by the City in writing. Payment for work performed shall be in accordance with Consultant's rate schedule in Exhibit B.

15. Reimbursement for Expenses.

The Consultant will be reimbursed for direct expenses, in accordance with Consultant's rate schedule in Exhibit B, incurred in the performance of duties hereunder and such costs will be part of the maximum project cost.

16. Billing.

The Consultant shall provide the City with monthly billing statements that detail the work performed, the time involved, and the charges related thereto. The City shall pay the invoice amount within thirty (30) days.

17. Records Inspection and Audit.

All compensation payments shall be subject to the adjustments for any amounts found upon audit or otherwise to have been improperly invoiced, and all records and books of accounts pertaining to any work performed under this Agreement shall be subject to inspection and audit by the City for a period of up to three (3) years from the final payment for work performed under this Agreement.

18. Independent Contractor.

The Consultant is engaged hereunder as an independent contractor and nothing contained herein shall be construed as giving rise to an employer-employee relationship between the City and Consultant.

19. Termination and Suspension.

Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

The City may terminate this Agreement upon not less than seven (7) days written notice to the Consultant if the services provided for herein are no longer needed from the Consultant.

If this Agreement is terminated by the City, the Consultant shall be compensated for services performed prior to termination in accordance with the rate of compensation provided in Exhibit "B" hereof.

20. Non-Discrimination.

The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, notional origin, marital status, sex, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any service for the City now or in the future.

21. Severable Provisions.

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

22. Entire Agreement.

This Agreement constitutes the entire agreement between the parties, and both parties acknowledge that there are no other agreements oral or otherwise that have not been fully set forth in the text of this Agreement.

CITY OF FIRCREST

KPG, P.S.

By _____
Scott Pingel, City Manager

By _____

Approved as to Form:

By _____
City Attorney

Attest:

Jayne Westman, City Clerk

EXHIBIT A-1

City of Fircrest Emerson Street Sidewalk Infill Project Alameda Avenue to 200 feet West of Thelma Gilmur Park

KPG Scope of Work February 2020

INTRODUCTION

A. PROJECT UNDERSTANDING:

The following Scope of Work outlines the effort required to complete Plans, Specifications, and Estimates to complete the Emerson Street Sidewalk Infill Project. The planned improvements include construction of a continuous sidewalk on the south side of Emerson Street from the existing sidewalk approximately 200 feet west of the Thelma Gilmur Park entrance to the existing Alameda Avenue intersection improvements and totals approximately 1,300 linear feet.

B. ASSUMPTIONS:

The following assumptions were made to establish a scope and budget for this project:

- No street improvements will be design under this project. Sidewalk improvements are as follows:
 - Provide a 5-foot sidewalk separated with a 5-foot planter strip where sufficient space is available.
 - Provide a 6-foot sidewalk adjacent to existing curb when existing topography limits available width.
 - Project will tie into existing sidewalks at the east and west termini of the project.
 - A pedestrian activated crossing will be designed at West Mount Drive.
 - Stormwater requirements will be met through infiltration.
- Right-of-way or easement acquisition will not be required.
- Right-of-way will be delineated.
- Special Provisions will be developed based on the 2020 WSDOT Standard Provisions.
- Improvements to potable water and sanitary sewer are not part of this Scope of Work.
- Traffic Control Plans will not be developed under this Scope of Work.
- Plans will be developed using AutoCAD 2017 Civil 3D using KPG drafting standards.
- The City will be responsible for all permit fees.
- Construction Stormwater General Permit will not be required.
- Contract documents will be submitted to Transportation Improvement Board (TIB) for review and approval.
- The City will be the main contact for stakeholders groups associated with the project, no public involvement process will be required.
- A scope and budget for Construction Services will be prepared and submitted for approval upon approval of the 90% design.

The following Scope of Work describes the effort required to complete the above described improvements:

EXHIBIT A-1

SCOPE OF WORK

Task 1 – Management/Coordination/Administration

This task covers the effort required to manage the contract and to ensure that the project meets the client's expectations for schedule, budget, and quality of product. This Scope of Work assumes a 4 Month contract duration:

- 1.1 Provide project administrative services including:
 - Project set-up and execute agreement
 - Execution of subconsultant agreements
 - Preparation of monthly progress reports and invoices
 - Maintaining project files
 - Record keeping and project closeout
- 1.2 Provide project management services including:
 - Project staff management and coordination
 - Subconsultant management and coordination
 - Prepare and update project schedule
 - Schedule and budget monitoring
 - Coordination with TIB for final review and approval
- 1.3 Provide Quality Assurance and Quality Control Reviews
 - Provide senior level review of all submittals
 - Provide constructability review of 90% submittal

Task 1 Deliverables:

- Monthly invoices (4 months)
- Monthly progress reports (4 months)
- Meeting notes for Consultant/City Meeting
- QA/QC Documentation

Task 2 –Right-of-Way and Survey Basemapping

Effort under this task includes the anticipated work necessary to develop a basemap and establish right-of-way. It is anticipated that the following effort will be required:

- 2.1 Survey Control: Existing monuments and property markers, when found will be located and horizontal and vertical control points set, which will be used for mapping and control during construction.
- 2.2 Limits of the detailed topographic mapping on Emerson Street will be:
 - East/West direction: existing improvements from the southwest quadrant of Alameda Avenue to existing sidewalk improvements approximately 200-feet west of Thelma Gilmur Park.

EXHIBIT A-1

- North/South direction: existing fog line on the south side of Emerson Street the top or toe of existing slope, or approximately 20-foot south of the fog line.
- Intersections: detailed mapping will be provided from the fog line on Emerson to 15-feet past the PC/PT on the side street as required to provide detailed curb ramp design. This includes the following intersections:
 - Rainier Drive, Evergreen Drive, West Mount Drive

2.3 Right-of-way: Right-of-way will be defined using existing street monumentation and their relationship to public records. Lot lines will be established using GIS data, if needed. This includes adjoining side streets where the design is proposed.

Task 2 Deliverables:

- Electronic basemap showing existing right-of-way, utility locations, surface features, and contours at 1-foot intervals.

Task 2 Assumptions:

- Basemap will be prepared in AutoCAD 2017 using KPG drafting standards.
- Utility locating and marking of franchise utilities will be completed through One-call
- No right-of-way descriptions or figures will be required.
- Property corners will not be set as part of this Scope.
- Completing a Record of Survey is not included as part of this Scope.
- Title Reports will not be needed.
- Rims of stormwater structures will be located, dips will not be performed

Task 3 – Preliminary Design

Effort under this task includes the anticipated work necessary to develop a preliminary design for the sidewalk improvements. The proposed typical section of existing curb, gutter, planter strip and sidewalk can't be provided along the entire length of the project without major impacts to existing topography and utilities. During the Preliminary Design, two (2) meetings will be held with City Staff to review possible options for design features regarding stormwater, crossings, and other project elements. Based on these meetings, a preliminary design will be prepared which will include agreed-upon design elements. Design plans will be completed to a 30 percent level and will include the following:

- 3.1 Initial field review with City: The Consultant shall attend one (1) field walk with City Staff. Assume two (2) consultant staff for one (1) field meeting. During the field walk, the following will be confirmed:
- Verification of the project extents
 - Initial curb ramp locations and layout
 - Horizontal location of sidewalk
 - Proposed crossing location and type
 - Other proposed improvements requested by the City staff
- 3.2 30% design roll plot: A 30% roll plot for sidewalk configuration and stormwater improvements. The 30% design will consist of the following:

EXHIBIT A-1

- Horizontal location of the various improvement and restoration elements including, planters, sidewalk, curb ramps, wall and landscaping
- Horizontal location of proposed storm facilities.
- Location of activated pedestrian crossing at the intersection of West Mount Drive.

3.3 Pedestrian Activated Crossing design: The consultant will coordinate a site visit to review the existing topography and improvements adjacent to the crossing to determine the feasibility of a solar powered system. Horizontal location of the activated crossing system will be shown on the 30% roll plot

3.4 Design Review meeting: The consultant shall attend a design review meeting to review CITY comments from the 30% Design Submittal. Assume two (2) Consultant staff for one (1) meeting. Plans will be submitted for review 1 week prior to the meeting.

Task 3 Deliverables:

- 30% Roll plot
- Preliminary Construction Cost estimate for preferred options
- City review meeting agenda and minutes

Task 3 Assumptions:

- City staff present at project field review and design review meetings will have the authority to make decisions and provide direction regarding critical project elements.
- Individual plan sheets will not be provided. Design will be in the form of roll plots with improvements shown to scale.

Task 4 – Storm Water Design

This task includes the stormwater analysis and design tasks needed to support the final design of the sidewalk improvements. Stormwater design will address the requirements of the Department of Ecology's 2012 Stormwater Management Manual for Western Washington (SWMMWW), as adopted by the City of Fircrest. The following tasks are anticipated to be needed:

4.1 Stormwater preliminary design: Evaluate the applicability of the stormwater requirements of the SWMMWW to the project, particularly Minimum Requirement #5 (On-site Stormwater Management) and Minimum Requirement #7 (Flow Control). Identify and evaluate alternative concepts to address stormwater requirements.

4.2 Stormwater design meeting: Meet with City staff to present alternatives and choose the preferred alternative for the final design.

4.3 Stormwater site plan: Prepare abbreviated Stormwater Site plan in accordance with Chapter 3, Volume I of the SWMMWW to document the applicability of all minimum requirements and any relevant design calculations.

EXHIBIT A-1

Task 4 Deliverables:

- Stormwater Site Plan Draft
- Stormwater Site Plan Final

Task 4 Assumptions:

- It appears the project may trigger a requirement for flow control, the intent is to utilities pervious surfacing or other infiltration method to fall under the threshold for a formal detention facility.

Task 5 –Roadway Design (90% and Final)

This task includes the effort required to complete the final design, making minor modifications requested during design review meetings and comments received from the 30% review. Produce a set of 90% Contract documents (design drawings and technical specifications) for the City and Transportation Improvement Board (TIB) review and comment. City and TIB comments will be addressed and KPG will produce Final Bid Documents. The Consultant will prepare design plans to a 90% level to include the following:

- Plans will be prepared in such detail as to permit field layout and construction within a degree of accuracy acceptable to the City and in accordance with industry, City and WSDOT standards.
- Typical sections and details shall be provided, except for items available such as standard details from the City, State or APWA drawings which will be included as an appendix to the specifications.
- The Consultant will prepare specifications and submit for review at the 90% stage and submit final specifications with the bid documents.
- The Consultant shall calculate quantities and prepare a construct cost estimate with each submittal and the bid documents.
- The Consultant shall field review the project corridor to ensure plans are showing an accurate representation of the proposed improvements.

5.1 Plans: The estimated sheet count for the 90% and Final design plans will consist of the following:

Title	Number*
Cover Sheet	1
Legend & Abbreviations, Survey Control & Index	1
Typical Sections and Details	2
Demolition/TESC (Plan/Plan)	2
Alignment & Storm Drainage (Plan/Plan)	2
Wall Alignment & Profile	1
Pedestrian Activated Crossing & Details	2
Stormwater Details	1
Curb ramp Design	3
TOTAL	15

EXHIBIT A-1

- 5.2 Specifications: 90% specifications for review shall be prepared and submitted to the City and TIB.
- 5.3 Cost Estimate: A probably opinion of cost for review shall be prepared and submitted to the City and TIB.
- 5.4 Design Review Meeting: The purpose of this meeting is to conduct a working review of the 90% PS&E. The comments, discussion and decisions from this meeting will be incorporated into the PS&E package to develop the Final Bid Documents. Plans will be submitted for review 1 week prior to the meeting.
- 5.5 Bid Ready Plans: The plans will be revised based on comments from the City Design Review meeting and TIB Review.
- 5.6 Bid Ready Specification: The specification will be revised based on City Design Review meeting and TIB Review.
- 5.7 Bid Ready Cost estimate: The Cost estimate will be revised to reflect changes requested from the 90% Plans and Specifications.

Task 5 Deliverables:

- 90% Review Submittal
 - Three (3) Half-size Plan sets (11x17) for two (2) for City Review, one (1) for TIB
 - Three (3) sets Specifications two (2) for City Review, one (1) for TIB
 - Two (2) Construction Cost Estimates
- Final Submittal
 - Bid Documents (Hard Copy and Electronic: PDF)
 - One (1) Construction Cost Estimate
 - Five (5) Sets half-size Plans (11x17 size)
 - One (1) Full-size Plans (22x34 size)

Task 5 Assumptions:

- No vertical alignment will be provided along Emerson, only at intersections as required for curb ramp design.
- The City will not make changes to improvements approved during the Preliminary design task.
- Project-specific Traffic Control plans will not be provided. Applicable WSDOT Traffic Control Plans will be provided in the Contract Documents as an appendix.
- The Contract Legal, General, and Technical Specifications will be based on the 2020 WSDOT Standard Specifications for Road, Bridge and Municipal Construction.
- The 90% Contract Documents will be reviewed in a single meeting with the City. Plans and Specifications will be submitted to the City 1 week before the review meeting. City Comments

EXHIBIT A-1

and redlines obtained during the review meetings, as well as comments from TIB will be incorporated to develop the Final Bid Ready PS&E.

- TIB will conduct only a single review
- The pedestrian activated crossing shall be powered by solar panels. No coordination is required with Tacoma power for service, trenching for conduit for power will not be required.

Task 6 - Assistance During Bidding

This task includes the effort required to assist the City with bidding of the project. This includes working with TIB on the Bid Authorization form, preparation of the advertisement for bids and includes the following:

- 6.1 Prepare Bid Authorization form and submit to TIB.
- 6.2 Plan Production & BXWA Coordination: Consultant will coordinate and submit final PS&E package to BXWA and prepare final bid documents.
- 6.3 Prepare addenda and respond to bidders questions.
- 6.4 Recommendation of Award: Tabulate bid results, check references, prepare award package for Local Programs, and provide recommendation of Award.
- 6.5 Prepare and submit Updated Cost Estimate form to TIB.

Task 6 Deliverables:

- Up to three (3) addenda and response to bidder questions
- Bid Tabulation: an electronic PDF copy
- Recommendation for Award letter: An electronic PDF copy
- Conformed Set: One (1) CD containing all PS&E documents including AutoCAD drawings, two (2) 11x17 hard copies of Plans, two (2) bound hard copies of specifications
- Updated Cost Estimate submitted to TIB

Task 7 – Geotechnical Engineering (GeoDesign)

GeoDesign will be providing the geotechnical engineering for this project. Geotechnical investigation will be necessary for the design of the stormwater, wall and pedestrian activated crossing foundation.

- 7.1 KPG's effort under this task includes review of reports and providing information such as plans, figures and details to the Geotechnical subconsultant as required completing the geotechnical investigation.

GeoDesign has created a Proposal that is meant to cover the anticipated effort and costs for the associated geotechnical investigation for the improvements currently being discussed. Revisions to the Scope of the Proposal may be required depending on the improvements carried forward to final design. The GeoDesign Proposal is attached for reference.

EXHIBIT A-1

Task 7 Deliverables:

- Preliminary Geotechnical Report; reviewed by KPG
- Final Stamped Geotechnical Report; reviewed by KPG

Construction Services

It is anticipated that Construction Services will be provided by KPG for a not to exceed amount of \$54,000. A detailed scope of work will be provided to the City near the 90% design phased of the project.

Additional Services

The CITY may require additional services of the CONSULTANT such as construction contract management services. The scope of these services will be determined based on the unanticipated project needs or other considerations at the sole discretion of the CITY.

These services will be authorized under a future contract supplement if necessary. At the time these services are required, the CONSULTANT shall provide a detailed scope of work and an estimate of costs. The CONSULTANT shall not proceed with the work until the CITY has authorized the work and issued a notice to proceed.



February 13, 2020

KPG, P.S.
2505 Jefferson Avenue
Tacoma, WA 98402

Attention: Sam Lawrence

Proposal
Geotechnical Engineering Services
City of Fircrest
Emerson Street Sidewalk Extension Project
Emerson Street from Alameda Avenue to West Mount Drive
Fircrest, Washington
GeoDesign Project: KPG-120-01

INTRODUCTION

GeoDesign, Inc. is pleased to present this proposal to provide geotechnical engineering services for the proposed City of Fircrest (City) Emerson Street sidewalk extension project. The project is a continuation of a previous sidewalk improvement project on Emerson Street between South Orchard Street and Alameda Avenue. This project is similar in scope and extends westwards from Alameda Street to West Mount Drive. The project includes the construction of curb and gutter, 5-foot-wide sidewalks on both sides of the existing street, and 5-foot-wide planter strips between the sidewalk and curb where feasible. Low-impact development stormwater management elements including pervious sidewalk and/or bioretention systems to reduce runoff through infiltration are being considered for the east end of the project. Rectangular Rapid Flash Beacon (RRFB) signs are also being considered for installation at the west end of the project alignment.

SCOPE OF SERVICES

The purpose of our geotechnical engineering services will be to support the proposed project. Our specific scope of services is summarized as follows:

- Coordinate and manage the field explorations, including utility locates and scheduling with City and GeoDesign staff.
- Review nearby existing geotechnical reports provided by the City, if available.
- Excavate up to four test pits to depths of up to 5 feet below ground surface. We understand the City will provide excavation equipment, labor, traffic control, and all permits. We will

mark the exploration locations and call in the utility locates. Our engineer will log the subsurface conditions encountered and collect samples for classification and laboratory testing. Two of the test pits will be located at the east end of the project alignment within the proposed pervious pavement or bioretention area. The third test pit will be located east of Evergreen Drive near a planned retaining wall. The fourth test pit will be located at the west end of the project alignment near the RRFB location.

- Perform small-scale pilot infiltration tests (PITs) at up to two of the test pit locations within the area being considered for pervious sidewalk to estimate the short-term infiltration rate. The PITs will be performed in general accordance with the most recent *Stormwater Management Manual for Western Washington*. The field work is expected to take up to two days due to the saturation period required for the PITs.
- Perform laboratory analyses on soil samples collected from the explorations, including the following:
 - Up to four grain-size distribution tests
 - Up to two organic matter content tests
 - Up to two cation exchange capacity (CEC) tests
- Prepare a report summarizing our findings, conclusions, and recommendations related to the following:
 - Subsurface soil and groundwater conditions and results of laboratory testing
 - Recommended infiltration rate, including laboratory testing to evaluate the water quality treatment capacity of native soil based on CEC and organic matter content testing
 - Subgrade preparation recommendations beneath hardscape elements and pervious pavement
 - Soil parameters for retaining wall design
 - Permanent cut slope inclinations
 - Signal pole foundation design parameters based on Chapter 17 of the Washington State Department of Transportation Geotechnical Design Manual.

SCHEDULE

We will begin our services upon receiving your notification to proceed. We anticipate that the field work can be conducted within approximately two weeks of notice to proceed, depending on the availability of City labor and equipment, and that the field work can be completed in two days. Laboratory testing will begin shortly after the field work is complete, and the summary report will be available within approximately three weeks after the field work is complete. Preliminary results can be provided as necessary.

FEE ESTIMATE

We will provide our services on a time-and-materials basis in accordance with the Schedule of Charges and General Terms and Conditions that are attached to and part of this agreement. We propose a budget of approximately \$9,914 for the services as detailed above. The following is an approximate breakdown of our charges and a detailed cost estimate is attached.

Activity	Expenditure
Logistics, Field Explorations, Utility Locate	\$3,794
Laboratory Testing	934
Engineering Analysis and Report Preparation	<u>5,186</u>
Total	\$9,914

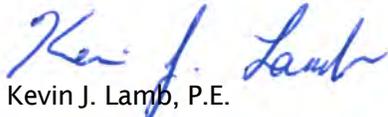
The fee for additional services that may be required will be discussed with you and will not be undertaken without your prior approval. Services beyond the scope outlined above will be provided on a time-and-materials basis in accordance with the attached Schedule of Charges.

◆ ◆ ◆

We appreciate the opportunity to submit this agreement. Please call if you have questions regarding this submittal. To formally authorize our services, return one signed copy of this agreement.

Sincerely,

GeoDesign, Inc.



Kevin J. Lamb, P.E.
Principal Engineer

KJL:sn

Attachments

One copy submitted (via email only)

Document ID: KPG-120-01-021320-geop.docx

© 2020 GeoDesign, Inc. All rights reserved.

The scope of services outlined in this agreement, the fees, and the General Terms and Conditions are hereby accepted and GeoDesign, Inc. is authorized to proceed. This agreement constitutes the entire agreement between the Client and GeoDesign and supersedes all prior written or oral understandings.

_____	by	_____
Organization		Signature*
_____		_____
Date		Printed Name

		Title

*Individual with contracting authority and responsible for payment of GeoDesign, Inc.'s fees.

GeoDesign, Inc. FEE SUMMARY

Project: **City of Fircrest – Emerson Street Sidewalk Extension Project**
 Job No. **KPG-120-01**

Date 2/13/2020

Standard Schedule (SS) or Direct Salary Cost (DSC)	SS
Labor Rate	2020 Standard Schedule
GeoDesign OH Rate, if DSC calculation is used	
If Labor is DSC is the Fixed Fee = FF x (DSC+OH) ?	NO
Allowable Handling Charge	12.00%

Fixed Fee

GEODESIGN LABOR - Summary from Geodesign Hours Worksheet		PROJECT PHASES OR TASKS						
		Geotechnical Task				Total Hours	Labor Rate	Cost
SCOPE: Up to 4 test pits, 2 with PITS, and two for geotechnical purposes up to 8 feet deep. City to provide test pit excavation, flagging, and permits. Field work will support developing geotech recommendations for pervious pavement, retaining wall, permanent cut slopes, and signal pole foundation design. Draft and Final Report with geotech recommendations, Meetings in field with city to go over work and locations.		Geotech Field Investigation	GeoTech Laboratory Testing	Engineering Analysis and Report	Geotech SubContractors			
CLASSIFICATION								
1.	Principal	1.0		6.0		7.0	\$224.00	\$1,568
2.	Senior Associate						\$204.00	
3.	Associate						\$192.00	
4.	Senior Project Manager	5.0	0.5	18.0		23.5	\$175.00	\$4,113
5.	Project Manager II						\$164.00	
6.	Project Manager I						\$154.00	
7.	Senior Technical Specialist						\$174.00	
8.	Technical Specialist II						\$160.00	
9.	Technical Specialist I						\$144.00	
10.	Staff III						\$133.00	
11.	Staff II	20.0	0.5			20.5	\$121.00	\$2,481
12.	Staff I						\$106.00	
13.	Sr Tech						\$101.00	
14.	CAD			3.0		3.0	\$101.00	\$303
15.	Tech II						\$95.00	
16.	Tech I						\$83.00	
17.	Senior Project Assistant			3.0		3.0	\$97.00	\$291
18.	Proj Assistant			1.0		1.0	\$90.00	\$90
19.	Support Staff						\$77.00	
SUBTOTAL LABOR		\$3,519.00	\$148.00	\$5,178				\$8,845.00
EQUIPMENT								
	VEHICLE - GeoDesign - 1	4				Day	\$21.00	\$84
	VEHICLE - Mileage	240				Mile	\$0.630	\$151
	SAMPLING - GEO - MISC Sampling Equipment	2				Day	\$10.00	\$20
	INSTRUMENT - GEO - VWP - Datalogger Recording for VWP	2				Day	\$10.00	\$20
	-							
SUBTOTAL EQUIPMENT		\$275					\$275.20	\$275.20
REIMBURSABLES:								
	Reproduction - Copy (B&W)			60		each	\$0.12	\$7.20
	Reproduction - Copy (COLOR) 11 x 17					each	\$1.50	
	Subsistence					day	\$185.00	
	SUBTOTAL REIMBURSABLES			\$7			\$7.20	\$7.20
LABORATORY TESTING:								
	Moisture - Oven		4			ea	\$28	\$112
	Particle Size Analysis ASTM C136		2			ea	\$139	\$278
	CEC		2			ea	\$105	\$210
	Organic Content		2			ea	\$93	\$186
	-							
	-							
SUBTOTAL LABORATORY			\$786				\$786	\$786.00
GeoDesign Charges SubTotal		\$3,794.20	\$934.00	\$5,185			\$9,913.40	\$9,913.40
SUBCONTRACTORS (include tax when applicable)								
	City to provide all labor, equipment, traffic control, and permitting							
SUBTOTAL SUBCONSULTANTS incl HC								
ACTUAL SUBTOTAL BY PHASE incl HC		\$3,794	\$934	\$5,186				\$9,914
ROUNDED UP SUBTOTAL BY PHASE incl HC								
TOTAL - ESTIMATED FEE				\$9,914				\$9,914

GEOTECHNICAL, GEOLOGICAL, AND MINE CONSULTING SCHEDULE OF CHARGES

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a fixed fee amount is so indicated in the proposal or services agreement. Contracted professional and technical services will be charged at the applicable hourly rates as listed below. Staff time spent in depositions, trial preparation, and court or hearing testimony will be billed at 1.5 to 2 times the below rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule; when traveling by public carrier, a maximum charge of eight hours per day will be made. Current rates are as follows:

Personnel	Hourly Rate	Personnel	Hourly Rate
Support Staff	\$ 77	Los Angeles Deputy Grading Inspector	\$ 107
Project Assistant	\$ 90	Technical Specialist I	\$ 144
Senior Project Assistant	\$ 97	Technical Specialist II	\$ 160
Technician I	\$ 83	Senior Technical Specialist	\$ 174
Technician II	\$ 95	Project Manager I	\$ 154
Senior Technician	\$ 101	Project Manager II	\$ 164
CAD	\$ 101	Senior Project Manager	\$ 175
Senior CAD Technician	\$ 112	Associate	\$ 192
Staff I	\$ 106	Senior Associate	\$ 204
Staff II	\$ 121	Principal	\$ 224
Staff III	\$ 133		

Equipment	Rate
Air compressor (per day)	\$ 59
Bladder pump (per day) (includes generator)	\$ 123
Brass/stainless steel rings	\$ 12
Cement amending field tool	\$ 24
Cement scale and pan (per day)	\$ 29
Concrete field equipment	\$ 29
Core drill (per day)	\$ 236
Crack monitor	\$ 29
Cross-hole sonic logger (CSL) (per half day)	\$ 265
Cross-hole sonic logger (CSL) (per day)	\$ 531
D&M sampling kit	\$ 24
Data recorder	\$ 13
Datalogger (per day)	\$ 12
Datalogger (per week)	\$ 45
Datalogger (per month)	\$ 112
Disposable bailers (per item)	\$ 17
Double-ring infiltrometer	\$ 77
Drilled shaft inspection camera (DSIC) (per half day)	\$ 531
Drilled shaft inspection camera (DSIC) (per day)	\$ 1,062
Drilled shaft inspection camera (DSIC) (per week)	\$ 2,005
Drive probe (per hour)	\$ 12
Dynamic cone penetrometer (DCP) (per day)	\$ 112
Electric sampling pump (per day)	\$ 31
Field California bearing ratio (CBR) equipment (per day)	\$ 260
Falling weight deflectometer (FWD) (per day)	\$ 2,000
Falling weight deflectometer (FWD) with GPR (per day)	\$ 3,415
Field equipment	\$ 12
Field vane	\$ 59
Flag tape rolls (each)	\$ 6
Generator	\$ 59
Global positioning system (GPS) - differential (per day)	\$ 112
Global positioning system (GPS) - hand-held (per day)	\$ 34
Ground penetrating radar (GPR) - cart mounted (per day)	\$ 590
Ground penetrating radar (GPR) - truck mounted (per day)	\$ 1,416
Hand auger (per day)	\$ 41
Hydroacoustic monitoring equipment (per day)	\$ 295
Incremental borer (timber)	\$ 56
Laptop computer use (per day)	\$ 18
Mobile laboratory (per month)	\$ 1,200
Nuclear density gauge (per hour)	\$ 12
pH/conductivity/temperature meter (per day)	\$ 50
Pile Driving Analyzer® (PDA) (per day)	\$ 590
Pile Integrity Tester (per day)	\$ 236
Post pounder (per day)	\$ 12

GEOTECHNICAL, GEOLOGICAL, AND MINE CONSULTING SCHEDULE OF CHARGES

Equipment	Rate	
Range finder (per day)	\$ 12	
Resistivity meter (per day)	\$ 118	
Roto-hammer drill (per day)	\$ 88	
Roto-hammer drill (per week)	\$ 324	
Sand cone field density kit	\$ 24	
Satellite phone (per day)	\$ 24	
Saximeter	\$ 24	
Schmidt hammer	\$ 118	
Seismic equipment (per day)	\$ 590	
Seismic source	\$ 236	
Shelby tube with caps	\$ 24	
Sidewalk closure signage	\$ 22	
Site reconnaissance kit	\$ 24	
Slope inclinometer reading (per day)	\$ 171	
Soil sample rings (per sample)	\$ 12	
Sondex settlement probe (per week)	\$ 118	
Spectral analysis of surface waves	\$ 1,770	
Specialty software (MODFLOW, PLAXIS, Slope/W, etc., per day)	\$13 - 59	
Thermometer - infrared	\$ 12	
Total Station - survey equipment	\$ 59	
Transit level and tripod	\$ 35	
Turbidity monitor	\$ 41	
Unmanned aerial vehicle (DGI Mavic 2) (per day)	\$ 500	
Unmanned aerial vehicle (Trimble Ux5-HP) (per day)	\$ 1,000	
Vehicle (company) usage (full day, plus \$0.67 per mile charge)	\$ 24	
Vehicle (personal) usage (per mile)	\$ 0.67	
Vibrating wire piezometer	\$ 590	
Vibration monitoring equipment (per day)	\$ 62	
Vibration monitoring equipment (per week)	\$ 298	
Vibration monitoring equipment (per month)	\$ 876	
Vibration monitoring equipment (per month, long term)	\$ 535	
Vibrocore	\$ 472	
Water level meter (per day)	\$ 50	
WSDOT bridge toll	\$ 4	
Ziplevel Pro 2000 (per day)	\$ 53	
Reproduction	Black/White	Color
8 ½ x 11 (per finished page)	\$ 0.11	\$ 0.17
11 x 17 (per finished page)	\$ 0.21	\$ 0.34
C- or D-size plots (per finished plot)		\$26.75
D-size scan		\$13.38

OTHER SERVICES, SUPPLIES, AND SPECIAL TAXES

Outside services (equipment, supplies, and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations) are charged at cost plus 12 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance that may be required. Specialized equipment will be quoted on a per-job basis. In-house disposable field supplies (routinely used field supplies stocked in-house by GeoDesign) at current rates. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

All rates are subject to change upon notification.

GEOTECHNICAL AND GEOLOGICAL LABORATORY SCHEDULE OF CHARGES

TYPE OF TEST	UNIT PRICE
Atterberg Limits (ASTM D4318-05)	\$ 191
CBR with 3-Point Proctor (ASTM D1883-07)	\$ 730
Compaction (ASTM D1557-07/ASTM D698-07; Methods A, B, and C)	
1 Point	\$ 112
4 Points	\$ 270
Consolidation (ASTM D2435-04; with two timed rebounds)	\$ 494
Direct Shear (ASTM D3080-04)	
1 Point	\$ 273
3 Points	\$ 520
Expansion Index of Soil (ASTM D4829)	\$ 278
Moisture Content – Oven Method (ASTM D2216-05)	\$ 29
Moisture/Density (ASTM D7263)	
Rings	\$ 44
Shelby tubes	\$ 44
Organic Content (ASTM D2974)	\$ 99
Particle-Size Analysis	
Sieve (ASTM C117-04/ASTM C136-06) (includes -200 Wash, Dry Sieve)	\$ 149
Percent passing No. 200 (ASTM C117-04/ASTM D1140-00)	\$ 93
Combined sieve and hydrometer (ASTM D422-63)	\$ 248
Oversize sieve analysis (ASTM C117-04/ASTM C136-06)	\$ 248
Permeability	
Rigid wall constant/falling head (Army Corps Eng. EM 1110-2-1906, VII-13)	\$ 434
Flexible wall with triaxial cell (ASTM D5084-03)	\$ 495
Flexible wall for cohesive soil (ASTM D5084/ASTM D4767)	\$ 671
pH of Soil (ASTM G51)	\$ 99
Resilient Modulus (AASHTO T 307-99)	
In situ sample	\$ 708
Remolded sample (includes compaction and sample preparation)	\$1,062
Rice Density (ASTM D2041)	\$ 149
Sand Equivalent (ASTM D2419)	\$ 223
Soil Resistivity (ASTM G57)	\$ 229
Specific Gravity	
Bulk specific gravity – asphalt (Parafilm coated) (ASTM D1188)	\$ 55
Maximum specific gravity – asphalt (Rice) (ASTM D2041)	\$ 112
Specific gravity - bulk specific gravity – asphalt (ASTM D2726)	\$ 19
Specific gravity – coarse aggregate (ASTM C127)	\$ 88
Specific gravity – fine aggregate (ASTM C128)	\$ 118
Soil (ASTM D854)	\$ 124
Swell (ASTM D4546)	
Method A	\$ 390
Method B	\$ 273
Method C	\$ 682

GEOTECHNICAL AND GEOLOGICAL LABORATORY SCHEDULE OF CHARGES

TYPE OF TEST	UNIT PRICE
Triaxial Compression	
Unconsolidated, undrained (back pressure saturation) (ASTM D2850-03)	\$ 377
Consolidated, undrained, 1 point (ASTM D4767-06)	\$ 495
Consolidated, undrained, strength envelope (ASTM D4767-06)	\$1,486
Load-controlled cyclic (ASTM D5311)	\$1,486
Unconfined Compression	
Undisturbed soil (ASTM D2166-06)	\$ 143
Amended soil (ASTM D1633-00)	\$ 97
Sample Preparation (per hour)	\$ 77

Cyclic Direct Simple Shear

<u>Test No.</u>	<u>Test Description</u>	<u>Unit Price</u>
1	Strain-Controlled Cyclic Direct Simple Shear Test: Determine secant shear modulus and damping ratio using up to 100 cycles at a specified single shear strain amplitude of between 0.1% and 2%. Test conducted using a sinusoidal wave with a frequency of up to 5 Hz and a vertical stress of up to 1 MPa. One sample and up to three strain levels. Consolidation periods for each stage of up to 24 hours.	\$1,350
2	Stress-Controlled Cyclic Direct Simple Shear Test: Determine cyclic stress ratio and vertical stress ratio using up to 100 cycles at three specified stress ratios using a sinusoidal wave with a frequency up to 5 Hz. Test conducted with vertical stresses of up to 1 MPa. Three samples with one cyclic stress level each. Consolidation period of up to 24 hours per sample.	\$1,800
3	Strain Rate-Controlled Static Direct Simple Shear Test: Determine stress-strain relationship of a single sample at specified strain rates. Tests conducted with vertical stresses of up to 1 MPa. One sample at three strain rates.	\$1,000
4	Stress-Controlled Cyclic Direct Simple Shear Test: Test conducted on one sample at a specified stress ratio using a sinusoidal wave with a frequency up to 5 Hz for up to 100 cycles with maximum vertical stresses of 1 MPa. One sample with one cyclic stress ratio.	\$750
5	Post-Cyclic Static Direct Simple Shear Test: Stress-strain relationship at specified shear strain rate. Tests conducted with vertical stresses of up to 1 MPa. One sample in combination with tests 1, 2, and 4.	\$250
6	Post-Cyclic Consolidation in Direct Simple Shear Test: Determine post-cyclic volumetric strain over time. Conducted with vertical stresses of up to 1 MPa. One sample in combination with tests 1, 2, and 4.	\$250
7	Shear Wave Velocity: Measure shear wave velocity using Bender Elements based on first shear wave arrival. One sample in combination with tests 1, 2, and 4.	\$160
8	Shear Wave Velocity: Measure shear wave velocity using Bender Elements based on first shear wave arrival. Stand-alone sample without DSS testing.	\$250
9	Cost per additional day for consolidation of DSS sample	\$300

Other tests charged at hourly rates. GeoDesign, Inc. reserves the right to subcontract any laboratory testing listed in our scope of work and to apply charges for subcontracted testing at the rates listed above.

EXHIBIT D
PRIME CONSULTANT COST COMPUTATIONS

Client City of Fircrest
 Project Emerson Street Sidewalk Infill
 KPG PROJECT NUMBER: 20008
 DATE: 2.11.20

Task No.	Task Description	Labor Hour Estimate								Total Hours and Labor Fee Estimate by Task		
		Principal	Sr. Engineer	Project Engineer	Resident Engineer	Architecture Technician II	Documentation Specialist	Survey Crew I	Survey Crew II	Hours	Fee	
			Aviation Mgr	Project Surveyor	Construction Office Engr	Design Engineer	Sr. Admin					
				Sr. Resident Engineer		Sr. CAD Technician						
						Survey Technician						
		232	184	140	125	117	115	166	216			
Task 1 - Project Management												
1.1	Project Administrative Services	2		4			4			10	\$ 1,484.00	
1.2	Project Magement Services			2			3			5	\$ 625.00	
1.3	QA/QC Review		4							4	\$ 736.00	
	Task Total	2	4	6	0	0	7	0	0	19	\$ 2,845.00	
Task 2 - Survey, Mapping, and Existing Right of Way												
2.1	Set and Tie Survey Control							4		4	\$ 664.00	
2.2	Topographic Mapping					20		20		40	\$ 5,660.00	
2.3	Establish Right-of-Way			4						4	\$ 560.00	
	Task Total	0	0	4	0	20	0	24	0	48	\$ 6,884.00	
Task 3 - Preliminary Design												
3.1	Initial Field Review with City			2		2				4	\$ 514.00	
3.2	30% Design Roll Plot			8		8				16	\$ 2,056.00	
3.3	Pedestrian Activitated Crossing		2			8				10	\$ 1,304.00	
3.4	Design Review			2		2				4	\$ 514.00	
	Task Total	0	2	12	0	20	0	0	0	34	\$ 4,388.00	
Task 4 - Stormwater Design												
4.1	Stormwater Preliminary Design			4		16				20	\$ 2,432.00	
4.2	Stormwater Design Meeting				2	2				4	\$ 484.00	
4.3	Stormwater Site Plan			8		16				24	\$ 2,992.00	
	Task Total	0	0	12	2	34	0	0	0	48	\$ 5,908.00	
Task 5 - Roadway Design (90% and Final)												
5.1	90% Plans									0	\$ -	
	Cover Sheet					2				2	\$ 234.00	
	Legend, Abbreviations, Survey Control & Index			1		4				5	\$ 608.00	
	Typical Sections & Details			1		4				5	\$ 608.00	
	Demolition & Tesc			2		6				8	\$ 982.00	
	Alignment & Storm Drainage			4		20				24	\$ 2,900.00	
	Wall Alignment & Profile			2		6				8	\$ 982.00	
	Pedestrian Activated Crossing & Details		12			32				44	\$ 5,952.00	
	Stormwater Details		2			4				6	\$ 836.00	
	Curb Ramp Design			4		12				16	\$ 1,964.00	
5.2	90% Specifications		2	16			2			20	\$ 2,838.00	
5.3	90% Cost Estimate			2		4				6	\$ 748.00	
5.4	Design Review Meeting			2		2				4	\$ 514.00	
5.5	Bid Ready Plans			4		8				12	\$ 1,496.00	
5.6	Bid Ready Specifications		2	4			4			10	\$ 1,388.00	
5.7	Bid Ready Cost Estimate			2		4				6	\$ 748.00	
	Task Total	0	18	44	0	108	6	0	0	176	\$ 22,798.00	
Task 6 - Assistance During Bidding												
6.1	Bid Authorization Form			2						2	\$ 280.00	
6.2	Plan Production & BXWA Coordination			1			4			5	\$ 600.00	
6.3	Addenda & Bidders Questions			3			1			4	\$ 535.00	
6.4	Recommendation of Award			1	4		1			6	\$ 755.00	
6.5	Updated UCE			2						2	\$ 280.00	
	Task Total	0	0	9	4	0	6	0	0	19	\$ 2,450.00	
Task 7 - Geotechnical Engineer (GeoDesign)												
7.1	Review of Reports, sub support			1		2				3	\$ 374.00	
	Task Total	0	0	1	0	2	0	0	0	3	\$ 374.00	
Total Labor Hours and Fee											\$ 45,647.00	
Subconsultants												
											Geotechnical - GeoDesign	\$ 9,914.00
											Subtotal	\$ 9,914.00
Total Subconsultant Expense											\$ 9,914.00	
Reimbursable Direct Non-Salary Costs												
											Mileage at current IRS rate	\$ 39.00
											Reproduction Allowance	
Total Reimbursable Expense											\$ 39.00	
Total Estimated Budget											\$ 55,600.00	

NEW BUSINESS: Professional Services Agreement with Susan Elizabeth Drummond, PLLC

FROM: Angelie Stahlnecker, Planning & Building Administrator

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute a professional services agreement with Susan Elizabeth Drummond, PLLC for land use attorney services.

PROPOSAL: Council is being asked to authorize the City Manager to execute a professional services agreement with Susan Elizabeth Drummond, PLLC for land use attorney services. The agreement will be from execution to December 31, 2020 with the option of subsequent renewals.

Ms. Drummond has over 19 years devoted to land use. She has experience in both advising on permits, disputes, and code changes as well as having litigated land use matters before numerous courts and the Growth Management Hearings Board.

She was highly recommended by her references, including Ian Munce, recently retired from the City of Tacoma Planning Department. They all spoke of her knowledge, responsiveness, and ability to provide quality advice and direction. They all had long-term associations with Ms. Drummond.

FISCAL IMPACT: Land use attorney services are included in the 2020 budget. Ms. Drummond charges an hourly rate of \$225. Our previous land use attorney rate was \$250 per hour.

ADVANTAGE: The City needs legal counsel with litigation, municipal law practice experience, knowledge and expertise in land use and environmental policy law. Attorney Drummond has demonstrated extensive experience in representing local governments in land use matters throughout Washington State.

DISADVANTAGES: None. The rate charged is less than our previous contract and she is highly qualified.

ALTERNATIVES: The City Council could request an alternate land use attorney.

HISTORY: In the course of land use decisions, special legal counsel has been utilized to represent the City. The City previously was in contract with Carol Morris, P.C. Ms. Morris retired at the end of 2019 and chose not to renew her contract.

ATTACHMENTS: [Resolution](#)
[Contract](#)
[Proposal Packet](#)

**CITY OF FIRCREST
RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST,
WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE
A PROFESSIONAL SERVICES AGREEMENT WITH LAW OFFICES OF
SUSAN ELIZABETH DRUMMOND, PLLC FOR LAND USE ATTORNEY
SERVICES.**

WHEREAS, Council is being asked to authorize a professional services agreement with the Law Offices of Susan Elizabeth Drummond, PLLC and the City of Fircrest to provide special legal counsel for land use matters; and

WHEREAS, Council desires to have specialized legal experience for issues related to land use and environmental law; and

WHEREAS, Susan Drummond has over 19 years of experience in land use and representing local jurisdictions. 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 the agreement between the Law Offices of Susan Elizabeth Drummond, PLLC and the City of Fircrest for special legal counsel related to land use matters.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST,
WASHINGTON**, at a regular meeting thereof this 25th day of February 2020.

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jayne Westman, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

**CITY OF FIRCREST
PROFESSIONAL SERVICES AGREEMENT**

1. DATE AND PARTIES

THIS AGREEMENT, for reference purposes only, is dated the ____ day of _____, 2020 and entered into by and between the City of Fircrest, a political subdivision of the State of Washington and hereinafter referred to as the “City” and the Law Offices of Susan Elizabeth Drummond, PLLC, hereinafter referred to as “Consultant” in consideration of the mutual benefits, terms and conditions hereinafter specified.

2. PROJECT DESIGNATION

The Consultant is retained by the City to perform land use legal services as long as this agreement remains in effect.

3. SCOPE OF SERVICES

The Consultant agrees to perform in a good and professional manner the tasks described in Exhibit A, Scope of Services, attached hereto and incorporated herein by this reference. The Consultant agrees to perform the services including the provision of all labor, materials, equipment and supplies as identified in Exhibit A. The Consultant shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with the City.

4. ASSIGNMENT

The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.

5. NON-WAIVER

Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provisions.

6. TERMS OF AGREEMENT

Notwithstanding, the date of execution hereof, this Agreement shall be in effect February , 2020 to December 31, 2020, and may be renewed yearly thereafter. Either party may terminate this Agreement upon thirty (30) day’s written notice to the other party.

7. PAYMENT

Upon receipt of an invoice from the Consultant, payments may be made on a monthly basis for work completed. Each invoice shall itemize the work performed.

8. PERFORMANCE AND STANDARDS

Consultant shall perform its work to conform to generally accepted professional standards. Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all plans, designs, drawings and specifications prepared under this Agreement. Consultant shall, without additional compensation, correct or reverse any errors or omissions in such work.

9. HOLD HARMLESS, DEFENSE, AND INDEMNITY

The Consultant agrees to indemnify, hold harmless, and defend the City of Fircrest, its elected and appointed officials, employees and agents from and against claims, judgments or awards of damages, but only to the extent damages are proximately caused by Attorney’s negligent acts, errors or omissions. Indemnification is reciprocal.

10. INSURANCE

Consultant will obtain and maintain in force at least the following minimum insurance coverage covering all activity under this agreement, and as to which the City shall be named as primary non-contributory additional insured on the Liability insurance (except Workman's Compensation Coverage):

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

The minimum limits above do not limit the contractor’s liability to the City or public. Umbrella coverage may be used to achieve automobile liability insurance minimum.

11. CONSULTANT’S REPRESENTATIONS

The Consultant hereby represents that it has all necessary licenses and certifications to perform the services provided for herein, and is qualified to perform such services.

12. COMPLIANCE WITH LAWS

The Consultant shall be duly licensed and shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments. Per Fircrest Municipal Code 5.04.020, Consultant agrees to obtain a City of Fircrest business license prior to performing any work pursuant to this Agreement.

13. TERMINATION

If the Consultant violates any of the covenants undertaken herein, or any of the duties imposed upon it by the Agreement, this Agreement may be terminated by either party immediately with cause, and without cause upon thirty (30) days’ written notice, served to the other party by certified mail. In such case, Consultant shall be compensated by the City for all worked performed to the date of termination.

14. VENUE STIPULATION

This Agreement has been and shall be considered as having been made and delivered within the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement, or any of the provisions contained therein, shall be instituted and maintained only in Pierce County Superior Court, Tacoma, Washington.

15. STATUS OF CONSULTANT

Neither the Consultant nor personnel employed by the Consultant shall acquire any rights or status in City employment, nor shall they be deemed employees or agents of the City for any purpose. Consultant shall be deemed an independent Contractor and shall be responsible in full for payment of its employees, including prevailing wages, worker's compensation, insurance, payroll deductions, and all related costs.

16. COMPENSATION

The hourly rate for Ms. Drummond is \$225. Travel shall be billed at half time with a flat rate of \$165 for trips to the City of Fircrest. Routine costs, including copying, printing, postage, and electronic legal research are not invoiced. Absent advance consent, requested only in more complex cases, paralegal support is also not invoiced.

17. COMPLIANCE WITH CITY POLICY

The Consultant shall comply with approved City policies concerning the administration of City-owned property, and the provisions of the policy shall have the same force and effect as provisions of this agreement to the extent not inconsistent herewith.

18. TAXES

Consultant shall comply with federal, state, and local tax laws, Social Security Acts, Unemployment Compensation and Workers Compensation Acts in so far as applicable to the performance of this Agreement.

19. DAMAGE BY VANDALISM OR ACTS OF GOD

It is understood and agreed that the Consultant shall not be responsible or required to repair, at the sole cost and expense of the Consultant, any major damage or destruction caused by acts of vandalism or acts of GOD and did not result from the negligent acts or omissions of the Contractor or the Consultant's agents.

20. SAFETY REQUIREMENT

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

21. NON-DISCRIMINATION

The Consultant agrees not to discriminate against any customer, employee, or applicant for employment, subcontractor, supplier or materialman, because of gender, sexual orientation, race, color, creed, religion, national origin, marital status, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any service for the City now or in the future.

22. NOTICES

All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mailed by first class,

Postage pre-paid and addressed to the party at its address as stated in this Agreement or at such address as any party may designate at any time in writing.

Notice to Municipality shall be sent to:
City of Fircrest
ATTN: City Manager
115 Ramsdell Street
Fircrest WA 98466

Notice to the Consultant shall be sent to:
Law Offices of Susan Elizabeth Drummond, PLLC
5400 Carillon Point
Bldg. 5000, Ste. 476
Kirkland WA 98033

23. OWNERSHIP OF DOCUMENTS

All files and other documents maintained by the Consultant for the purposes of fulfilling this contract shall be the files of the City and accessible by the City through its City Attorney or other duly authorized representative during normal business hours, upon advance appointment. At the request of the City, any and all files maintained by the Consultant shall be tendered to the City.

24. SEVERABLE PROVISIONS

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

25. INTEGRATED AGREEMENT

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

DATED this _____ day of _____, 2020

CITY OF FIRCREST

CONSULTANT

By: _____
Scott Pingel, City Manager

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
Jayne Westman, City Clerk

EXHIBIT A
SCOPE OF SERVICES

Provide the Mayor, City Council, and administration a legal perspective and advice on various land use issues.

Reviews ordinances and resolutions, and other documents for legal correctness and acceptability when requested.

Prepares legal opinions and memoranda related to land use issues at the request of the City or the Council.

Furnish legal representation at City Council meetings, Planning Commission meetings, and at other meetings when requested.

Appear before courts and administrative agencies to represent the City's interests when requested.

Performs other legal services and tasks, as assigned by the City Manager or Designee.

**PROPOSAL TO CITY OF FIRCREST TO PROVIDE
LAND USE ATTORNEY SERVICES**

**LAW OFFICES OF
SUSAN ELIZABETH DRUMMOND, PLLC**

December 19, 2019

1. OVERVIEW

The Law Offices of Susan Elizabeth Drummond, PLLC focuses on serving as special counsel to municipal entities on an array of often controversial and complex land use and environmental matters. Through reviewing ordinances and resolutions, drafting legislation, advising on legal alternatives, negotiating settlements, and litigation, the Firm works daily with local governments on land use issues. With over 19 years of land use specific experience, Ms. Drummond's work has touched virtually every aspect of Washington land use law.

2. QUALIFICATIONS AND EXPERIENCE

Ms. Drummond, as principal, would provide land use attorney services to the City of Fircrest. She graduated from Seattle University School of Law in 2000, and has over 19 years of attorney experience devoted to land use. Besides advising on permitting issues and settling land use disputes, Ms. Drummond litigates land use matters in the superior, appellate, and federal courts, and before hearing examiners and other administrative tribunals, including the Growth Management Hearings Board. Ms. Drummond is admitted to practice in Washington State, and these courts:

- U.S. District Court for the Western District of Washington;
- U.S. District Court for the Eastern District of Washington;
- U.S. Court of Appeals, 9th Circuit; and,
- U.S. Court of Appeals for the District of Columbia Circuit.

Being versed in Washington land use law, Ms. Drummond has the expertise to address the City's land use needs. Notable examples are below.

Code Enforcement/Building Permits. Worked on many code enforcement matters, including building permit violations, failure to obtain permits, and cases involving damage to county infrastructure, including securing injunctive relief in superior court.

Endangered Species Act Litigation. Worked on a challenge to USFW's spotted owl critical habitat designation decision. USFW designated about one-third of the state's nearly three million acres of habitat within three counties. The three counties intervened to support a challenge to the 2012 designation. Ms. Drummond served as lead counsel for the intervening counties throughout the case. This included briefing and argument on appeal. The District Court dismissed on standing, but the Court of Appeals reversed, allowing the case to proceed. *Carpenters Industrial Council v. Zinke*, 854 F.3d 1 (D.C. Cir., 2017).

Law Offices of Susan Elizabeth Drummond, PLLC

5400 Carillon Point, Bldg. 5000, Ste. 476, Kirkland, WA 98033 • 206-682-0767 • susan@susandrummond.com

Energy Project Review. Assisted with review and defense of energy project proposals, including through hearing examiner and Energy Facility Site Evaluation Council ("EFSEC") administrative review processes. Assisted the City of Vancouver in opposing an oil train project before EFSEC, a process which resulted in EFSEC recommending denial to Governor Inslee and the Governor rejecting the proposal. Worked on permitting issues associated with siting over 2,000 megawatts of wind development in several counties. In Skamania County, EFSEC approved a project, which was appealed to the State Supreme Court. Ms. Drummond served as lead counsel on briefing for the County. The Attorney General argued to support EFSEC's decision, which was upheld. *Friends of the Columbia Gorge, Inc. v. The State Energy Facility Site Evaluation Council*, 178 Wn.2d 320, 310 P.3d 780 (2013). On another wind project, the Whitman County Hearing Examiner approved the project's conditional use permit. Following an appeal, the case promptly settled. Ms. Drummond served as lead counsel for the County before the Hearing Examiner and on appeal. She also assisted Klickitat County in developing an environmental impact statement and permitting process for renewable energy. She served as lead counsel on ensuing litigation, which settled or was successfully concluded before the Hearing Examiner or in Superior Court. She has also advised on natural gas drilling, pipeline, and methanol proposals, and on Land Use Petition Act, Ch. 36.70C RCW revisions, to encourage renewable energy overlay zone development. RCW 36.70C.130(3) and (4).

Essential Public Facilities. Advised on siting jail, airport, and other municipal facilities, including their environmental review. For example, worked with the City of Mount Vernon to complete its EPF review process for a local jail. Through the EIS process, a suitable site was found and no appeals ensued.

GMA Periodic Review and Plan/Regulation Amendments, Ch. 36.70A RCW. Worked on numerous GMA periodic reviews and other policy and regulatory amendments, including associated SEPA review. Assisted Skamania and Klickitat Counties in successfully completing their critical areas reviews, and the City of Anacortes in successfully updating its Shoreline Master Program. Excepting one challenge, which was promptly dismissed on jurisdictional grounds, these updates were not appealed. Worked with Island County to complete an extensive GMA update. Excepting certain critical areas issues, the County's periodic review was not appealed.

Housing. Advised on affordable housing regulations. Helped successfully defend a city's manufactured housing zoning and comprehensive plan designations before the Growth Board and Superior Court. Served as lead counsel before the Board and on appeal. *Laurel Park Community LLC v. City of Tumwater*, GMHB Case No. 09-2-0010 (October 13, 2009).

SEPA, Ch. 43.21C RCW. Advised on and litigated numerous SEPA reviews associated with local permit and legislative decisions, including area-wide rezones, complex projects (*i.e.* master planned communities, drilling operations, oil train facility, and a methanol facility), and GMA periodic reviews. A case example is a Walla Walla urban growth area expansion decision associated with a master planned project, which the Growth Board upheld. The matter settled following a superior court appeal.

SMA, Ch. 90.58 RCW. Assisted with numerous shoreline master program updates and limited amendments, advised on shoreline permitting, and defended shoreline permit decisions. Obtained a favorable ruling on a city's ability to amend its shoreline master program to regulate critical areas before the Washington State Supreme Court, following Board and Superior Court

litigation. Served as lead counsel on briefing and argument in *Futurewise v. The Western Washington Growth Management Hearings Board*, 164 Wn.2d 242, 189 P.3d 161 (2008). Advised on clarifying legislation following the decision. RCW 36.70A.480(3)(b).

Subdivisions, Ch. 58.17 RCW. Worked extensively on platting questions, including on mitigation design, vesting questions, phasing issues, impact fee issues, and approaches on technical analysis (*i.e.*, geotechnical, stormwater, and critical areas issues). Matters have included short and long plats, and land divisions associated with master planned projects. Advised when adverse parties filed a complaint on a hydrogeological analysis with the State Dept. of Licensing, which was dismissed.

"SLAPP" Litigation. Successfully defended anti-SLAPP claims in Klickitat and Clark County Superior Courts, arguing there was no statutory violation, and that the statute itself was unconstitutional. The statute was found inapplicable, and the claims were dismissed.

Utility Service and Annexation Regulations. Helped successfully defend a city's annexation and utility service regulations before the Growth Board, Superior Court, and Court of Appeals. Served as lead counsel before the Court of Appeals. *Skagit DO6, LLC v. Growth Management Hearings Board*, ___ Wn. App. ___ (Div. I, September 17, 2012), unpublished. Advised on a water service area dispute involving the City of Black Diamond and a local water district. The case settled before going to hearing.

3. ROLE AND DUTIES OF A MUNICIPAL LAND USE ATTORNEY

Ms. Drummond's approach on land use matters is to first understand the relevant legal framework, including state and local requirements, and federal when applicable. Her role is to then ensure the process follows procedural and substantive requirements, and that the record and stated rationale support the choices made. In litigation, the record reflecting how a jurisdiction's decision process evolves is often central to a successful resolution. Local technical expertise is critical in record development and in crafting defensible land use decisions.

Teamwork is essential to this effort. Ms. Drummond routinely works with all levels of local government, including mayors, city managers, city councils, planning commissions, city attorneys, and staff. She is used to addressing divergent policy views. Her role is not to determine outcomes, but to ensure procedural requirements (*e.g.*, notice, Appearance of Fairness, Open Public Meetings Act) are met, and the decision is otherwise legally compliant.

4. DISCLOSURE

No criminal or professional disciplinary complaint or finding has been entered against Ms. Drummond.

5. PROFESSIONAL REFERENCES

Ian Munce, City of Tacoma, Special Assistant to the Director of Planning

(Former Anacortes City Attorney and Planning Director)

Tacoma Municipal Building, 747 Market Street, Tacoma, WA 98402, (253) 573-2478

Law Offices of Susan Elizabeth Drummond, PLLC

5400 Carillon Point, Bldg. 5000, Ste. 476, Kirkland, WA 98033 • 206-682-0767 • susan@susandrummond.com

Karen Kirkpatrick, Tumwater City Attorney
555 Israel Road SW, Tumwater, WA 98501, (360) 754-4121

Adam Kick, Skamania County Prosecuting Attorney
P. O. Box 790, Stevenson, WA 98648, (509) 427-3790

Mo-chi Lindblad, Klickitat County Planning Director
228 W. Main St., MS-CH-17, Goldendale, WA 98620, (509) 773-5703

6. FEE PROPOSAL

The Firm utilizes both hourly rate and fixed fee approaches, depending on client preference. Ms. Drummond's proposed hourly rate is \$225. For travel time she bills either half time, or for trips to the City would use a flat \$165 trip charge to cover time and expenses. Routine costs, including copying, printing, postage, and electronic legal research are not invoiced. Absent advance consent, requested only in more complex cases, paralegal support from Ms. Drummond's paralegal, Ms. Adamson, is also not invoiced. To provide greater budgeting predictability, a fixed fee approach may be preferable. The Firm has used a flat monthly fee in numerous jurisdictions. To establish this approach, more information on anticipated work volume is needed.

7. PROPOSED CONTRACT REVISIONS

§ 9, Hold Harmless. Minor modifications to link indemnification to fault and make reciprocal. Possible language: "Attorney agrees to indemnify, hold harmless, and defend the City, its elected and appointed officials, employees and agents from and against claims, judgments or awards of damages, but only to the extent damages are proximately caused by Attorney's negligent acts, errors or omissions. Indemnification is reciprocal."

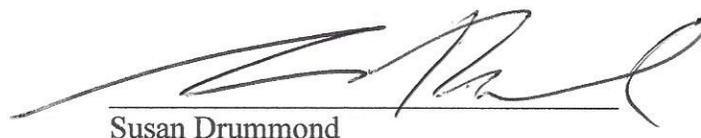
§ 10(c), Insurance. Clarify that umbrella coverage may be used to achieve the automobile liability insurance minimum.

§ 10(d), Insurance. As Ms. Adamson will not be traveling to the City, employee fidelity coverage is likely unnecessary. The Firm's preference is to omit this requirement.

8. CONCLUSION

The Firm has the experience, qualifications and resources to provide land use attorney services to the City of Fircrest. Thank you for the opportunity to present this proposal.

LAW OFFICES OF
SUSAN ELIZABETH DRUMMOND, PLLC



Susan Drummond

SUSAN DRUMMOND RESUME



LAW OFFICES OF SUSAN ELIZABETH DRUMMOND, PLLC

Land use/municipal planning and litigation, 2010-present

FOSTER PEPPER, PLLC

Land use/municipal planning and litigation, 2000-10

WASHINGTON STATE SUPREME COURT

Intern, 2000

SEATTLE UNIVERSITY SCHOOL OF LAW

Research Assistant, land use, 1997-99

EDUCATION

Seattle University School of Law, J.D., 2000, cum laude

University of Washington, B.A., 1995

HONORS

Washington Law & Politics, 2009 - Rising Star

NW Seed, 2003 - Volunteer of the Year

SU School of Law, Presidential Law Scholarship

For the past 19 years, Ms. Drummond has worked on municipal and land use permitting issues. This has included advising on legislative and quasi-judicial decisions and litigating before administrative tribunals, and the superior, appellate, and federal courts. Examples include:

- Litigated many administrative review cases, including before the Growth Board, Shorelines Hearings Board, and many local hearing examiners. Successfully defended numerous GMA decisions, including a city's annexation and utility service regulations before the Growth Board, Superior Court, and Court of Appeals. Obtained affirmation of a city's manufactured housing zoning and comprehensive plan designations before the Growth Board and in Superior Court.
- Obtained affirmation of a city's ability to amend its shoreline master program to regulate critical areas before the Washington State Supreme Court, following Board and Superior Court litigation.
- Assisted with permitting energy projects through county and state (Energy Facility Site Evaluation Council) siting processes, including over 2,000 megawatts of wind energy. Assisted with drafting legislation amending Washington's Land Use Petition Act, Ch. 36.70C RCW, to address litigation over such projects.
- Serve as a hearings examiner for several cities and counties, conducting hearings and deciding a variety of land development matters.

**NEW BUSINESS: Statewide Imagery Consortium Service Level Agreement
ITEM 10D.**

FROM: Angelie Stahlnecker, Planning and Building Administrator

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute the service level agreement with the State of Washington Consolidated Technology Services to participate with the Statewide Imagery Consortium Group.

PROPOSAL: The Council is being asked to authorize the City Manager to execute a contract with the State of Washington Consolidated Technology Services to participate with the Statewide Imagery Consortium Group. Participation will provide the City of Fircrest GIS with both web-based access and hard copies of aerial imagery provided by Ascent GIS/Hexagon. The state consortium updates their aerial imagery yearly. Being web-based allows greater versatility and save our storage space.

The contract is for two years with an option to extend with mutual agreement.

FISCAL IMPACT: The cost of the consortium membership is \$1,500. This is set for the first two years. This is included in the 2020 budget.

ADVANTAGE: Participating in the consortium gives the City access to yearly aerial updates. As active members, we will also be given access to historic data.

DISADVANTAGES: None identified.

ALTERNATIVES: The City could choose not to participate or look for another partnership.

HISTORY: The City's GIS has four set of aerial imaging files: 1999, 2007, 2012, and 2015. Each time the City was able to partner with other jurisdictions as flights to develop the imaging is extremely expensive. The 2015 flight was sponsored and coordinated by King County for a cost of about \$1,400.

ATTACHMENTS: [Resolution](#)
[Service Level Agreement](#)

**CITY OF FIRCREST
RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST,
WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE
A CONTRACT WITH THE STATE OF WASHINGTON CONSOLIDATED
TECHNOLOGY SERVICES TO PARTICIPATE WITH THE
STATEWIDE IMAGERY CONSORTIUM GROUP.**

WHEREAS, the City of Fircrest has need of updated aerial imagery; and

WHEREAS, the City has the option to join the Statewide Imagery Consortium Group which will provide the City with annual updates and access to historic data; 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 a contract with the State of Washington Consolidated Technology Services to participate with the Statewide Imagery Consortium Group.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST,
WASHINGTON**, at a regular meeting thereof this 11th day of February 2020.

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jayne Westman, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney



+ "the consolidated technology services agency -RCW 43.105.006"

SERVICE LEVEL AGREEMENT

Statewide Imagery Consortium Group	City of Fircrest Imagery Consortium Contributing Member
---	--

WaTech Service Level Agreement Number: 2020-01
WaTech Customer Service Agreement Number: D520-0
Customer Contract Number (optional):

1. Purpose

This Service Level Agreement Number 2020-001 (SLA) is executed by the Washington State Consolidated Technology Services (CTS), hereinafter referred to as Washington Technology Solutions (WaTech) and City of Fircrest hereinafter referred to as the Customer, pursuant to the terms and conditions of Customer Service Agreement Number D520-0 (CSA). The parties acknowledge they have read and understand the terms and conditions therein and by this reference incorporate those terms in this SLA. All rights and obligations of the parties shall be subject to and governed by the terms of the CSA and the SLA. This SLA sets forth the obligations of the parties with respect to WaTech’s provision of Statewide Imagery Services to the Customer.

2. Term and Termination

The term of this SLA is effective upon the date of execution by both parties and shall remain in full force and effect until March 31, 2022 unless extended upon written mutual agreement between the parties or terminated as specified below.

Either party may cancel or terminate this SLA pursuant to the terms of the CSA or upon 10 business days’ written notification to the other party. In the event the CSA is terminated, this SLA shall also terminate on the CSA termination date.

This SLA supersedes and replaces all prior SLAs for Statewide Imagery Consortium Group imagery services.

3. Scope of Work

CTS shall furnish the access to the Web based services, and a hard copy of the applicable State/County/City specific data and otherwise do all things necessary to make access to the data and service possible as defined in the ***Technical Specification and Requirements (Schedule B)*** and subject to the ***End User License Agreement (EULA)*** included in Contract 20-077 between CTS/WaTech and Ascent GIS, references in Schedule A to contract period refer to the original contract, not this SLA (***Schedule A***).

4. Pricing and Service Fees

The total dollar amount expended under this SLA shall not exceed \$1,500.00 per year for 2 years.

5. Billing and Invoices

Billing and invoicing will be handled by Consolidated Technology Services and invoiced yearly using the Customers assigned Consolidated Technology Services Account Code.

6. Service Level Agreement Changes

This SLA may be modified at any time upon mutual written agreement of the parties. All such modifications will be made as an amendment to the SLA and will take precedence over the original SLA.

7. Order of Precedence

If there is a conflict between this SLA and the CSA, the conflict will be resolved by giving precedence first to this SLA and then to the CSA.

8. SLA Management

Unless otherwise indicated, all correspondence regarding this SLA should be directed to:

Primary Contact Name: Angelie Stahlnecker	Primary WaTech Contact Name: Joanne Markert
Title: Planning and Building Administrator	Title: Program Manager
Address: 115 Ramsdell Street Fircrest, WA 98466	Address: 1500 Jefferson Olympia, WA 98501
Phone: 253.564.8902	Phone: 360.407.8691
E-Mail: astahlnecker@cityoffircrest.net	E-Mail: joanne.markert@ocio.wa.gov
Billing email: astahlnecker@cityoffircrest.net	

12. Termination for Convenience

Either CTS/WaTech or the Customer may terminate this Contract, including all Statement(s) of Work if applicable, in whole or in part, by fourteen (14) calendar days’ written notice to the other party. If this SLA is so terminated, the Customer is liable only for payments required by the terms of this SLA or any SOW for Services received and accepted prior to the effective date of termination.

13. Authorization/Acceptance

This SLA and the CSA constitute the entire agreement between the parties and supersedes all other communication, written or oral, related to the subject matter of this SLA. Customer hereby authorizes CTS to perform the services described herein. The Parties hereby acknowledge and accept the terms and conditions of this SLA.

IN WITNESS WHEREOF, the parties have executed this Service Level Agreement.

APPROVED

State of Washington
Consolidated Technology Services/Washington
Technology Services (WaTech)

APPROVED

State of Washington

Signature

Joanne Markert

Print or Type Name

State GIS Coordinator

Title

Date

Signature

Scott Pingel

Print or Type Name

City Manager

Title

Date

Approved as to Form by the Office of the Attorney General

Schedule A

End User License Agreement (EULA)



END USER ACCESS AGREEMENT

IMPORTANT - READ CAREFULLY BEFORE ACCESSING INFORMATION FROM THIS HEXAGON-ENABLED WEB SITE, DOWNLOADING INFORMATION OR USING SERVICES FROM HEXAGON. BY ACCESSING THIS HEXAGON-ENABLED WEB SITE OR OTHER MEANS OF ACCESSING OR DOWNLOADING INFORMATION, YOU ACCEPT THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, DO NOT ACCESS THIS INFORMATION FROM ANY HEXAGON-ENABLED WEB SITE, OR OTHER MEANS OF ACCESSING OR DOWNLOADING INFORMATION. ACCESS TO THE GEOSPATIAL DATA IS GRANTED BY HEXAGON EXCLUSIVELY ON THESE TERMS OR OTHER TERMS EXPRESSLY AGREED IN WRITING AND SIGNED BY AN AUTHORIZED OFFICER OF HEXAGON.

This End User Access Agreement is between you and Leica Geosystems Inc. ("Hexagon"), a Delaware corporation with a place of business at 5051 Peachtree Corners Cir., Suite 250, Norcross, GA 30092, USA.

Access and Rights. During the subscription period as set forth in the ordering webpage, Hexagon grants access to various physical world data including but not limited to; 1) stereo, ortho-rectified, and/or oblique aerial imagery, 2) point cloud, elevation, and/or digital surface model data, 3) various derivative natural or humanmade geographic feature data, and 4) associated metadata or attribute information (the "Geospatial Data") through the online services provided by Hexagon (the "Services") to you and such other persons authorized by you to use the Services in accordance with the Acceptable Use Policy (you and such authorized users hereinafter being collectively referred to as the "Authorized End Users"), for which you have paid the required fees. You are responsible for compliance with the terms of this End User Access Agreement by the Authorized End Users you delegate or to whom you grant log-in credentials to the Services.

During the subscription period set forth in the ordering webpage, and subject to payment of fees and compliance with this Agreement, Authorized End Users may (i) consume Geospatial Data through a desktop and/or web-based GIS application (to the extent compatible with the Geospatial Data), (ii) combine vector layers and other data sets with the Geospatial Data, (iii) create reports, marketing collateral, and other work product of yours ("Your Work Product") containing the Geospatial Data (iv) print images of Geospatial Data in hardcopy. You may deliver, or give access to, Your Work Product to your customers, provided your customers are bound not to distribute, copy or publish Your Work Product containing the Geospatial Data except for internal purposes and not for further sale or distribution, unless you are using an unpaid evaluation license, in which case you may not copy, give access to, or distribute Your Work Product that contains the Geospatial Data. For purposes of this End User License Agreement "internal purposes" means use consistent with CTS' provider status in RCW 43.105.

Attribution. In Your Work Product (including work product created by you or your other Authorized End Users) that contains or reproduces the Geospatial Data, you shall give notice that the Geospatial Data is "Copyright 2019 Hexagon" or as adjusted to the then current year or such other notice as Hexagon may instruct from time to time in writing.

Ownership. Geospatial Data is not sold to the Authorized End User and no ownership rights are transferred to the Authorized End User. The Geospatial Data is owned by Hexagon or its licensors.

Confidentiality. "Confidential Information" means all information disclosed by Hexagon ("Disclosing Party") to an Authorized End User ("Receiving Party"), whether orally or in writing, that is designated as confidential or that relates to the Services, including the terms of this Agreement (including pricing). Confidential Information excludes any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, (iv) was independently developed by the Receiving Party, or (v) is not exempt under the Washington Public Records Act RCW 42.56.

The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind, but in no event less than reasonable care, to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope

of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who are under confidentiality obligations with the Receiving Party not materially less protective than those herein. The Receiving Party shall destroy Confidential Information in its possession upon termination of this agreement. Nothing in this section grants rights to Geospatial Data greater than those set forth in section 1 of this Agreement.

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

Fees and Taxes. The ordering web page sets forth the fees, subscription term and other terms related to access and use of the Geospatial Data, and is hereby incorporated into, and forms a part of, this Agreement. Fees are exclusive of all applicable sales, use, value added, GST, and other taxes (and all applicable tariffs, customs duties and similar charges), and you will be responsible for payment of all such taxes (other than taxes based on the net income of Hexagon), tariffs, duties and charges (and any related penalties and interest), payable in connection with this Agreement or the provision of Services hereunder. The total invoice amount for fees is subject to increase by the amount of any taxes which Hexagon is required to pay and/or which you are required to withhold, collect or pay upon the fees so that Hexagon receives the full amount of the fees invoiced. If you are claiming tax exemption status, you must provide a copy of a valid tax exemption certificate.

Restrictions. The Geospatial Data and Services may only be used by the Authorized End User or by individual users authorized in writing by Hexagon, and not by any other party, whether or not affiliated with the Authorized End User. Except as otherwise expressly provided in this End User Access Agreement, no part of the Geospatial Data, the Services or products derived therefrom, or any right granted under this Agreement may be copied, sold, rented, leased, lent, sub-licensed, disclosed, or transferred to any other person or entity. The Authorized End User shall not use any part of the Geospatial Data or the Services to develop or derive any other product or service for distribution, disclosure, or commercial sale, whether by hardcopy, digital medium or web service, without a license specifically authorizing it to do so, with the understanding that no such right is granted under this Agreement except in connection with Your Work, which your customers may use for internal purposes, strictly as provided in paragraph 1. You have no other rights to the Geospatial except as expressly set forth in paragraph 1 or the ordering web page. Without limiting the foregoing, you may not re-sell or re-distribute or give access to the Geospatial Data as a web service. You may not use the Geospatial Data in connection with a service bureau or for time-sharing purposes or in any other way allow third parties to exploit the Geospatial Data, except your customers as specifically authorized by this End User Access Agreement. You shall not provide passwords or other log-in information to any third party, except as specifically authorized by this End User Access Agreement. The Authorized End User acknowledges that the Geospatial Data and Services contain and embody proprietary materials, valuable data, trade secrets, and copyrights of Hexagon and its licensors and suppliers. Unauthorized reproduction, modification, distribution, or display of the Geospatial Data or the Services in whole or in part, and in any manner not expressly authorized in this Agreement, are prohibited. The Authorized End User shall keep confidential and use its best efforts to protect the Geospatial Data and the Services and prevent their unauthorized disclosure or use. The Authorized End User shall immediately notify Hexagon upon discovering evidence of a current or threatened misuse or unauthorized use or disclosure of the Geospatial Data or Services by any party. The Authorized End User may not modify, distort, disassemble, decompile or in any way attempt to reverse engineer the Services or any software provided as part of the Geospatial Data or the Geospatial Data itself. Each Authorized End User shall comply with the Acceptable Use Policy.

The Authorized End User may not transfer the Geospatial Data to or store the Geospatial Data or the Services in any electronic network for use by more than the number of users authorized in writing by Hexagon, unless it obtains prior written permission from Hexagon and pays associated additional fees.

If the Authorized End User is a federal, provincial, state or local government agency, the Geospatial Data is licensed solely to the particular agency and not to any other government agency unless explicit authorization has been received from Hexagon.

Evaluation Access. Hexagon may grant a right to access the Services during an evaluation period. In addition to the restrictions set forth above, Authorized End Users, during an evaluation period, shall use the Services for evaluation only, and shall not use the Services for any commercial or profit-making activity, including, but not limited to, non-revenue commercial activities such as marketing, bid submission, and promotion. Upon termination of the evaluation period, the Authorized End Users shall return or destroy all Geospatial Data and any reports, documents or files incorporating the Geospatial Data.

Non-Hexagon Services. Hexagon may offer certain Services, or features or functions within Services, made available by unaffiliated third parties (“Non-Hexagon Services”). Accessing such Non-Hexagon Services may cause your computer to communicate with a third-party website. Such connectivity or access to third party websites or third-party materials is governed by the terms found on such sites, and access to and use of Non-Hexagon Services may require your agreement to separate terms. Linking to or use of Non-Hexagon Services constitutes your agreement with such terms. Hexagon Group Companies are not a party to such third-party agreements and are not responsible for such Non-Hexagon Services. Hexagon may at any time, for any reason, modify or discontinue the availability of any Non-Hexagon Services.

Hexagon Affiliates. You acknowledge that Hexagon has Affiliates and subcontractors worldwide. You acknowledge and agree that Hexagon affiliates and subcontractors are entitled to provide the Services to you.

Warranty Disclaimer and Limit of Liability. THE GEOSPATIAL DATA AND THE SERVICES ARE PROVIDED “AS IS,” AND HEXAGON MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, UPTIME, ACCURACY, OR NON-INFRINGEMENT. IN NO EVENT WILL HEXAGON AND ITS AFFILIATES, OFFICERS, DIRECTORS OR EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND LOST DATA. THE AUTHORIZED END USER ACKNOWLEDGES THAT ITS SOLE REMEDY UNDER THIS AGREEMENT IS TO REQUIRE HEXAGON TO REDELIVER THE GEOSPATIAL DATA GIVING RISE TO ANY BREACH OF THIS AGREEMENT OR BREACH OF DUTY. THE AGGREGATE LIABILITY OF HEXAGON FOR ALL OTHER LOSSES, LIABILITIES, CLAIMS, DAMAGES OR ASSESSMENTS, OF ANY KIND OR NATURE, SHALL NOT EXCEED THE LICENSE FEES PAID BY THE AUTHORIZED END USER TO HEXAGON WITH RESPECT TO THE GEOSPATIAL DATA OR THE SERVICES AT ISSUE IN ANY DISPUTE OR CLAIM.

The Authorized End User agrees that the limitations of liability and disclaimers set forth herein will apply regardless of whether the Authorized End User has accepted the Geospatial Data or any other product or service delivered by Hexagon. The Authorized End User acknowledges and agrees that Hexagon has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

In addition, in no event shall Hexagon be liable for any third-party websites that appear in or are referenced by the Hexagon ordering web page.

Acceptable Use. You shall ensure all your Authorized End Users comply with the Acceptable Use Policy (“AUP”). The latest version of AUP posted <https://hxgncontent.com/global/acceptable-use-policy>, is incorporated herein by reference. An Authorized End User may be prompted with review and acceptance of the AUP to gain access to the Services. Hexagon reserves the right to change the AUP at any time. Any update to the AUP may require each Authorized End User to re-accept the modified AUP. Failure to comply with the AUP may result in suspension of the Services or termination of this Agreement for material breach. During any period of suspension, you will still be liable for payment of the applicable fees.

Term. Hexagon may terminate this End User Access Agreement, which will terminate all access to the Services and the Geospatial Data, if the Authorized End User fails to comply with any term of this Agreement. In the event of termination, the Authorized End User must immediately return the Geospatial Data to Hexagon or destroy it and certify this destruction in writing to Hexagon.

Complete Agreement. This Agreement and ordering web page set forth the complete and exclusive statement of the understanding between the Authorized End User and Hexagon with respect to the Geospatial Data and the Services and may be amended or modified only in a written instrument signed by a duly authorized representative of both parties. If any provision is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be valid and enforceable. Without the prior written consent of Hexagon, neither this Agreement nor any of the rights granted by it may be assigned or transferred by the Authorized End User. This restriction on assignments or transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger or consolidation.

Export. You acknowledge that this Agreement and the performance thereof is subject to compliance with any and all applicable Swiss, Canadian, EU and United States laws, regulations, or orders relating to export. You expressly acknowledge and agree that you will not export, re-export, transfer or release the Geospatial Data in whole or in part to (a) any EU, Swiss, Canadian and/ or U.S. embargoed country (or to a national or resident of any EU, Swiss, Canadian and/ or U.S. embargoed country); (b) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (c) any person or entity on the U.S. Commerce Department's Table of Denial Orders; or (d) any person or entity on any EU or Swiss or US Denied Parties Lists; or (e) any person or entity where such export, re-export or provision violates any EU or Swiss or Canadian or U.S. export control laws or regulations including, but not limited to, the terms of any export license or licensing provision and any amendments and supplemental additions to EU or Swiss or Canadian or U.S. export laws as they may occur from time to time.

Force Majeure. Except for your payment obligations, neither party will be held liable or responsible for delay or failure to perform any of such party's obligations under this Agreement occasioned by any cause beyond its reasonable control, including but not limited to war; terrorist acts; civil disturbance; fire; flood; earthquake; acts or defaults of common carriers; governmental laws, acts, regulations, embargoes or orders; or any other cause, contingency or circumstance not subject to such party's reasonable control. The affected party will resume full performance of interrupted obligations as soon as practicable upon cessation of intervening causes.

Notices. Notices permitted or required under this Agreement shall be in writing and delivered personally (including courier service), by certified or registered mail, return receipt requested, or by confirmed facsimile transmission. Notices shall be effective upon receipt. If notice is sent to Hexagon, it shall be directed to Attn: Legal Department.

Precedence. In the event of a conflict or inconsistency in the Agreement documents, the following order of precedence shall apply: (i) the ordering webpage, (ii) the Acceptable Use Policy, and (iii) this End User Access Agreement. The English language version of this Agreement is legally binding in case of any inconsistencies between the English version and any translations.

Governing Law. The interpretation, Agreement shall be governed by the following law: (a) if the Authorized End User is a government entity, the applicable laws of the Authorized End User, (b) in all other cases, the law of the state of Georgia, U.S.A., excluding its choice of law principles.

Restricted Rights to U.S. Federal Agencies. As prescribed in FAR 27.409(f), the Geospatial Data is existing data, and is licensed to the U.S. government under clause: 52.227-18 Rights in Data-Existing Works.

No Joint Venture. This Agreement shall not create any relationship between you and Hexagon as joint ventures, partners, associates, or principal and agent. Neither party is granted any right of authority and shall not create any obligation or responsibility for or on behalf of the other party. Neither party shall have the authority to bind the other party.

Electronic Agreement. You expressly consent and agree that ordering webpages and related Hexagon forms may be electronically signed or acknowledged and agreed, and that such electronic signatures shall be treated, for purposes of validity, enforceability as well as admissibility, the same as written signatures.

Special Terms and Conditions which are granted to Washington State with regards to the End User License Agreement.

Special Terms and Conditions

- 1) The following entities shall be allowed unlimited access licenses;
 - a. All State Government Agencies and Regents-level institutions
 - b. All County-level governments
 - c. All Municipal (city) governments
 - d. All Public Safety Answering Points (PSAP)
 - e. Tribes who are served and part of E911 and NG911
 - f. Any commercial firm or organization holding an active contract to conduct work on behalf of the entities listed above.

- 2) Authorized users shall be allowed to develop and publish, not for monetary gain, publicly available web applications which utilize ortho-imagery or web map service(s), in a view-only mode with no download capability.

- 3) Authorized users shall be allowed to print and distribute, not for monetary gain, hardcopy format maps that display the orthoimagery.

- 4) At the end of the contract period , all previous vintage data will enter into a perpetual license. At the end of the contract period, if not renewed, the web services will no longer be provided. However, the license allows for perpetual use of the previous vintage data for all approved users. Upon renewal of the contract or refresh of the data, the previous vintage data will be allowed in the public domain.

CUSTOMER

Signature: _____

Name: _____

Title: _____

Date: _____

Schedule B

Technical Specifications and Requirements



Specification	15cm Program	30cm Program
(Planned) allowable GSD	0.2m nominal GSD with ADS100 HR mode	Maximum 0.4 meter
Accuracy	15cm : RMSE x/y 0.5m RMSEr = 0.71m CE90 = 1.07m CE95 = 1.22m	RMSEx/y = 1.2m RMSEr = 1.7m CE90 = 2.6m CE95 = 3.0m
Minimum sun angle	30° minimum, however, every effort should be made to acquire the downtown core as well as any tall building filler lines at the highest solar possible in the day.	30°
Cloud/cloud shadow	[Cloud cover] must be less than 3% per 5 km by 5 km block, and less than 5% per square kilometre image. Any detail obscured must not include urban areas and housing or roads in rural areas. In mountainous areas these criteria may be relaxed to 10% obscured per 5 km by 5 km block is provided housing and roads are not obscured. Provided the above criteria have been met, in instances where small areas of cloud remain and providing every effort has been made to remove cloud using adjoining imagery, there is no further requirement to manually edit remaining cloud. For the avoidance of doubt, in these limited circumstances, visible lines along cloud edges are acceptable. [Cloud shadow] - 6% per 5 km by 5 km is acceptable providing that real-world detail such as road markings and street furniture can be clearly viewed throughout the imagery.	≤10% and not obscuring HVA area or paved roads or other transportation network
Smoke/fire	See cloud cover	May be cause for rejection
Persistent smoke (volcano, factory, crop burn, etc.)	See cloud cover	Allowable – not cause for rejection
Snow/ice cover	Must be less than 3% per 5 km by 5 km block, and less than 5% per square kilometre image. Any detail obscured must not be of high significance (for example any urban area and housing or roads in rural areas). In mountainous areas this may be relaxed to 10% obscured per 5 km by 5 km block, provided only small amounts of ground detail are affected.	Permanent snow/ice is acceptable
Specular reflection	Must not be detrimental to the image appearance or impede the ability to extract information from the imagery when viewed at true scale (that is 1:1).	Allowable provided shoreline and surrounding features are not obscured
Maximum allowable image shear	≤ 3 pixels	≤ 3 pixels
Band-to-band pixel misregistration	≤ 0.5 pixel and no perceivable color fringing	≤ 0.5 pixel and no perceivable color fringing
Sidelap	Urban areas minimum 30% or greater with ADS100 Urban areas minimum 15% or greater with ADS120 See building Lean below for supplemental flightlines	Minimum 27%
Non-pixel data	DN value of 0 and 255 reserved for non-data	DN value of 0 and 255 reserved for non-data
Acceptable image blemishes, scratches, artifacts, etc.	Imagery should be blemish and artifact free	Imagery should be blemish and artifact free
Flooding/standing water	Must be less than 3% per 5km by 5km, and less than 1% per square kilometre image. Any detail obscured must not be of high significance or represent key	Acceptable as long as paved roads or agricultural field boundaries are

	features on the ground, for example; urban areas, housing, communication routes and field boundaries.	not obscured
Occlusions	Smearing from DEM inaccuracies or occlusions that exceed 3% of a 5km X 5km area are not acceptable.	No stated policy but subject to call-out
Smearing	Smearing caused by turbulence is not acceptable.	No stated policy but subject to call-out
Clipping	Cumulative luminosity pixel count for bins 0-5 and 250-255 shall not be less than 98%,preferably > 99%	Cumulative luminosity pixel count for bins 0-5 and 250-255 shall not be less than 98%,preferably > 99%
Contrast	Must be consistent across the block. The appearance of too much contrast where shadows become too dark or too little contrast where the appearance is of a flat nature must be avoided. This applies to all topography, including monotone.	Difference between cumulative pixel counts containing 99% and 1% of the data shall be greater than 59% of the bit depth, $\pm 4\%$ Target: 150 Minimum: 140 Maximum: 160
Brightness	Mean pixel count within $\pm 7.5\%$ of the middle DN value Minimum: 108 Maximum: 147	Mean pixel count within $\pm 7.5\%$ of the middle DN value Minimum: 108 Maximum: 147
Color balance	Neutral objects shall have a DN difference of no more than 5 for any RGB triplet. Should be consistent across the supplied block with minimal banding caused by vignetting or hot spots due to excessive light. The appearance of the image must be a realistic representation of the true colour on the ground. Pre-delivery samples may be requested.	Neutral objects shall have a DN difference of no more than 5 for any RGB triplet
Bridge warp/smear	Bridge/freeway/causeway warp/smear is not acceptable. Modifications undertaken to reduce pixel stretch must ensure that the resultant ortho image is a realistic representation of real world features. Pixel stretch on man-made features, building, bridges, and other elevated features, where the geometric fidelity of the feature is compromised, may be reduced using image manipulation software provided there is no over simplification or unrealistic fabrication of real world detail (for example buildings, roads and railways).	Bridge/freeway/causeway warp/smear is not acceptable
Building seamline sheer	Visible joins between ortho-images and flight lines within each block should be avoided but will be accepted under the following conditions: they do not hide detail or adversely affect the ability to extract information from the image; they do not stretch the entire length of the seamline, for example clearly outlining entire images; they do not impact geometric fidelity (no change in shape or alignment between images); there is no positional shift between images along visible lines; and o the colour difference is slight and/or well graduated and consistent both within the block and with edgematched blocks in the Imagery Layer. they are along any cloud edges remaining from the Cloud Cover conformity.	Within HVAs only
Building Lean	Supplemental flightlines will be added as required to minimize building lean. Buildings over 60ft tall that are not at nadir will be assessed for lean. Seamlines will be moved to use the most nadir data. The objective is to have the centre line of roads visible.	

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE: February 25, 2020
SUBJECT: 2019 Year End Financial Review
FROM: Colleen Corcoran, Finance Director

Reviewed by: _____ City Manager _____ Finance Director _____ City Attorney

RECOMMENDED MOTION: Information Only.

PROPOSAL: Review of 2019 Year End Financial Reports.

FISCAL IMPACT: N/A

ADVANTAGES: Provides a review to the Council and citizens of the financial position of the City.

DISADVANTAGES: None.

Attachment(s): [2019 Year End Financial Report](#)

Memo

To: Mayor and Councilmembers
From: Colleen Corcoran, Finance Director
CC: Scott Pingel, City Manager
Date: February 25, 2020
Re: **Year End 2019 Financial Report**

INTRODUCTION

This is a report on the financial condition of the City of Fircrest based on the Preliminary Financial reports as of December 31, 2019. The final State Reports are due to the Washington State Auditor's Office by May 29, 2020. No major changes are expected from these reports to the reports filed with the State. This report will give you an overview and be helpful when looking at how the City performed financially in 2019.

This analysis looks at how revenues compare to expenditures. This will tell us how much money we have left after all expenses have been met. This is known as Fund Balance. If revenues are more than expenditures, then the Fund Balance will increase. If revenues are less than expenditures, then the Fund Balance will decrease. A fund balance can consist of Reserved Fund Balances, Designated Fund Balances and Undesignated Fund Balances.

Reserved Fund Balance: For the City of Fircrest this is our Cumulative Reserve Fund. Money can only be transferred out of this fund by ordinance approved by Council. Currently General, Street, Water and Sewer have money in this fund.

Designated Fund Balance: General Fund has three balances in this category. Designated Light Fund, Designated 44th/Alameda and Donations for Pool/Recreation Center Project. When the assets of the Light Fund were sold, Council designated the money to be used to cover expenses for the Street Department. When the property at 44th and Alameda was sold Council designated the funds to be used for Parks capital projects. These funds were used in 2018 and 2019 for the Pool/Recreation Center Project and have been fully reimbursed with the sale of the Park Bond and an additional \$90,000 from the General Fund Undesignated Fund Balance. The third balance was added last year for donated funds for the Pool/Recreation Center project. These funds were used in 2019 for the Pool/Recreation Center project.

Undesignated Fund Balance: These funds have no designated restrictions but are broken down further as follows:

- A. Allocated for cash flow (3 months of current year's operating expenditures).
- B. Invested in bond
- C. Allocated for Capital
- D. Available cash

The table below shows the net increase or decrease in Fund Balance per fund.

Fund	BFB	In(De)crease	EFB
General	\$3,545,001	\$276,418	\$3,821,419
Street	\$243,328	(\$224,725)	\$18,603
Storm	\$210,449	\$54,548	\$264,997
Storm Capital	\$505,918	\$35,439	\$541,357
Water	\$304,821	(\$15,473)	\$289,348
Water Capital	\$184,261	\$23,831	\$208,092
Sewer	\$857,227	\$222,538	\$1,079,765
Sewer Capital	\$1,215,571	\$179,200	\$1,394,771
ERR	\$1,439,669	(\$128,201)	\$1,311,468
REET	\$1,558,565	\$29,140	\$1,587,705
Cumulative Reserve	\$3,000,000	\$250,000	\$3,250,000

Attached are the detailed financial reports as of December 31, 2019. The following information summarizes the General, Street and Proprietary funds and compares revenue and expenditures in order to evaluate the effect on Fund Balance. Ideally, Operating Revenues should be more than Operating Expenditures with money left over for current and future capital needs.

GENERAL FUND SUMMARY

The table below shows the change to fund balance in the General Fund.

Beginning Fund Balance as of 01/01/2019		\$3,545,001
Operating Revenues as of 12/31/19	\$6,186,055	
Operating Expenses as of 12/31/19 w/o capital	(\$5,535,933)	
Operating Revenue over (under) expenditures		\$650,122
Capital as of 12/31/19		(\$1,593,773)
Net Revenue over(under) Expenditures w/capital		(\$943,651)
Non Revenue (insurance recovery & refundable deposits)		\$1,232,209
Non Expenditures (refunded deposits)		(\$12,140)
Total Change in Fund Balance		\$276,419
Ending Fund Balance as of 12/31/2019		\$3,821,419

When analyzing the above information, Total Ending Fund Balance increased by a net of \$276,418. Remember, Ending Fund Balance in General Fund is made up of four components as broken out in the table below:

	01/01/19		12/31/19	
	Balance	Additions	Subtractions	Balance
Undesignated Fund Balance	\$2,353,822	\$6,771,792	\$(6,559,290)	\$2,566,324
Designated Light Fund Money	\$675,813		\$ (82,556)	\$593,257
Designated 44th/Alameda	\$265,366	\$396,472		\$661,838
Pool/Rec Center Donation Balance	\$250,000	\$250,000	\$ (500,000)	\$0
Total Ending Fund Balance	\$3,545,001	\$7,418,264	(\$7,141,846)	\$3,821,419

Undesignated Fund Balance increased by a net amount of \$212,502.

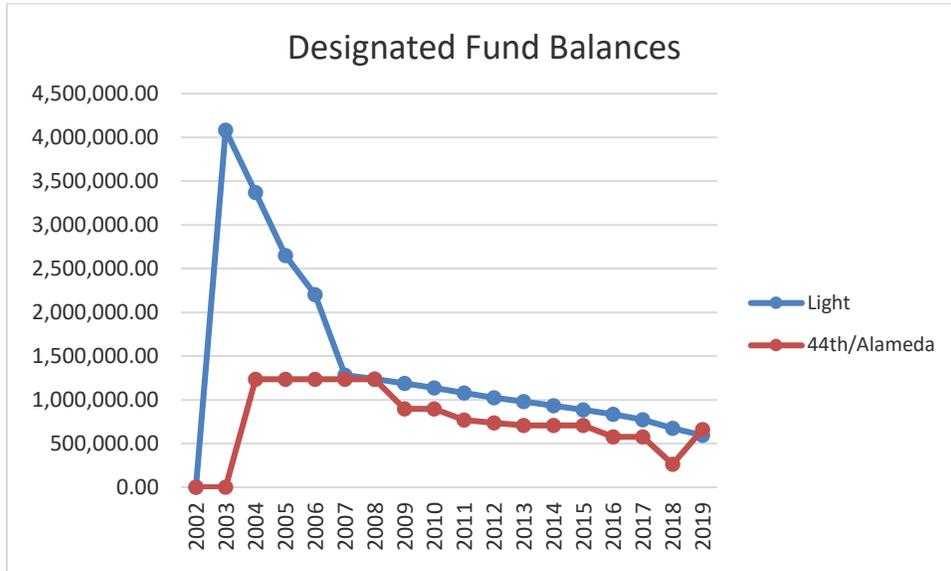
The Designated Light Fund money was decreased by \$82,556. This amount represents the amount that was transferred to the Street Fund for Street Light Maintenance and Street Light Capital.

Designated 44th/Alameda increased by \$396,472. This represents the amount reimbursed from the park bond of \$306,472 plus an additional amount of \$90,000 authorized to be placed in the Designated 44th/Alameda balance.

The Pool/Rec Center Donation Balance was added last year. The \$250,000 balance from last year as well as an additional \$250,000 received in 2019 was

used for the Pool/Rec center project. Any additional donations for the project will be recorded in the Park Bond Capital Fund.

The chart below shows how the designated funds have decreased over the years. The money from the sale of the Light Fund went from \$4,082,442 in 2003 to \$593,258 as of 12/31/2019. The money from the sale of the property located at 44th and Alameda went from \$1,235,014 in 2004 to \$661,838 as of 12/31/2019. The increase in the 44th/Alameda balance is from the reimbursement from the Park Bond Capital Fund and a \$90,000 increase from Undesignated General Fund Balance authorized by Council in 2019.



Undesignated Fund Balance is broken down even further to get the amount that is actually available. Some of these funds need to be reserved for cash flow or are currently invested in bonds. The amount reserved for cash flow is determined by three months of annual operating cost. The chart below shows the availability of cash for each of the General Fund Balances. Keep in mind that this amount does not include any funds set aside for capital other than the Parks money which is in the Designated 44th/Alameda balance.

	Undesignated	Light	Donations	44th/Alameda	Total
Fund Balance	\$ 2,566,324	\$ 593,258	\$ -	\$ 661,838	\$ 3,821,420
Invested in bond	\$ (300,000)	\$ (500,000)		\$ (200,000)	\$ (1,000,000)
Reserved for cash flow	\$ (1,493,189)				\$ (1,493,189)
Available cash	\$ 773,135	\$ 93,258	\$ -	\$ 461,838	\$ 1,328,231

This information is very important and must be considered when planning for the future. Ending fund balances are limited. The City does not have a General Capital Fund. As capital needs arise, such as building repairs including leaking roofs, exterior repairs, pool repairs, HVAC replacements, etc., the Ending Fund Balances will be depleted.

Once the Designated Light money is depleted, Undesignated Fund Balance will need to be used to fund Street Light Maintenance and Street Capital projects.

As fund balances decrease there will be fewer funds to invest. Interest income is used to offset operating expenditures. Interest rates have been dropping. By investing in bonds, we have been able to increase our interest revenue.

The City also has \$3,250,000 in General Fund Cumulative Reserves.

Ending Fund Balances need to increase in order to have enough funding to cover capital needs in the future while still maintaining enough balance to cover cash flow needs.

Following is a closer look at both revenues and expenditures for the General Fund.

GENERAL FUND REVENUES

For 2019 we received 105.4% of our anticipated revenue. This represents a dollar amount of \$377,843 that was received above what was estimated. Revenues are estimated on a conservative approach meaning that when budgeting for the year we want to estimate the revenue as close to what we expect to receive or lower. This approach helps assure that we do not spend money that we may not receive. Operating Revenue needs to cover Operating Expenditures therefore we are very conservative on our revenue estimates. If revenues are inflated and not received as anticipated, there will not be enough funds to cover expenditures thereby causing an unpredicted use of Ending Fund Balance.

The following table shows the different categories of revenue and how the actual receipts compare to the budgeted estimates.

	<u>YTD 12/31/2019</u>	<u>Budget</u>	<u>%</u>
Taxes	3,397,180	3,290,650	103.2%
Licenses & Permits	598,608	565,625	105.8%
State Revenue	239,354	230,640	103.8%
Fines & Forfeits	250,737	226,500	110.7%
Serv & Charges	1,132,759	1,021,121	110.9%
Misc. Revenue	567,416	490,385	115.7%
Non Revenue	<u>1,232,209</u>	<u>1,215,500</u>	<u>0.0%</u>
TOTAL GEN FUND REV	7,418,264	7,040,421	105.4%

Non-Revenue includes \$4,043 for insurance recovery, \$12,712 for refundable deposits and \$1,215,454 for reimbursement to the General Fund from the Park Bond Capital Fund.

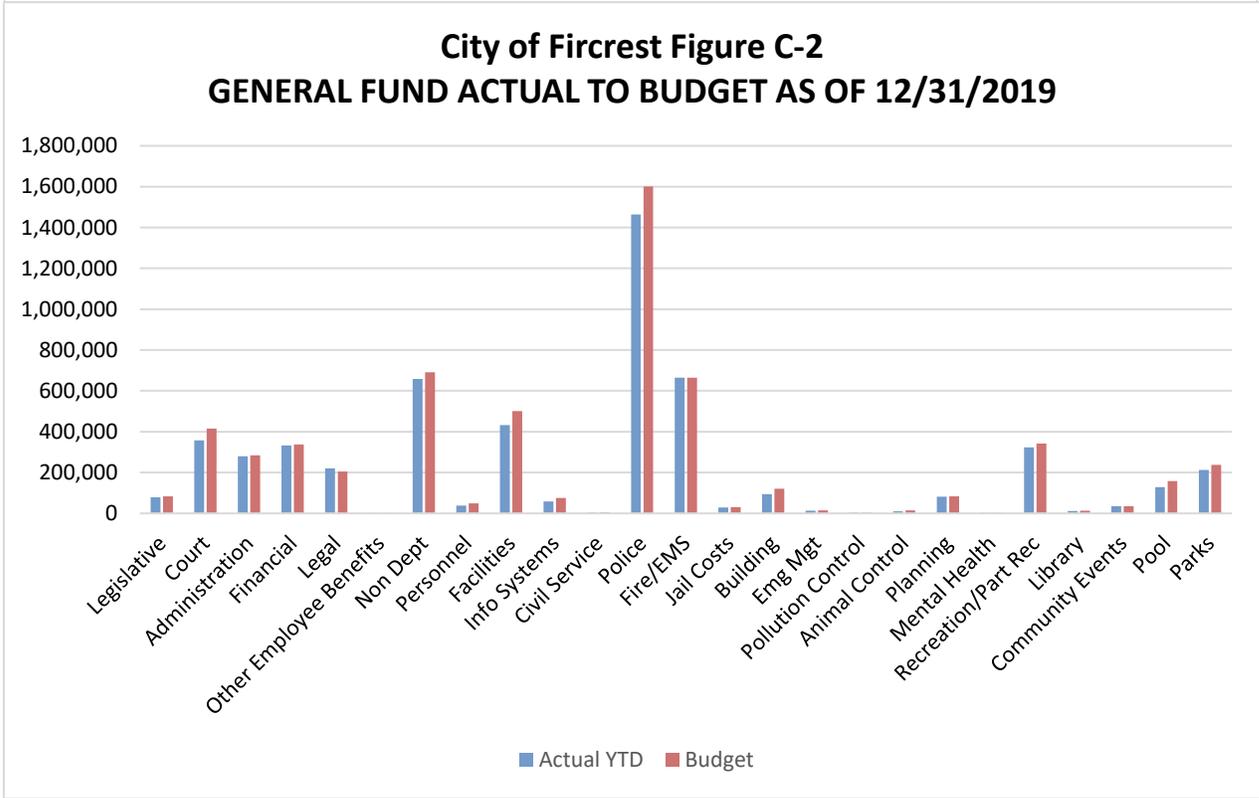
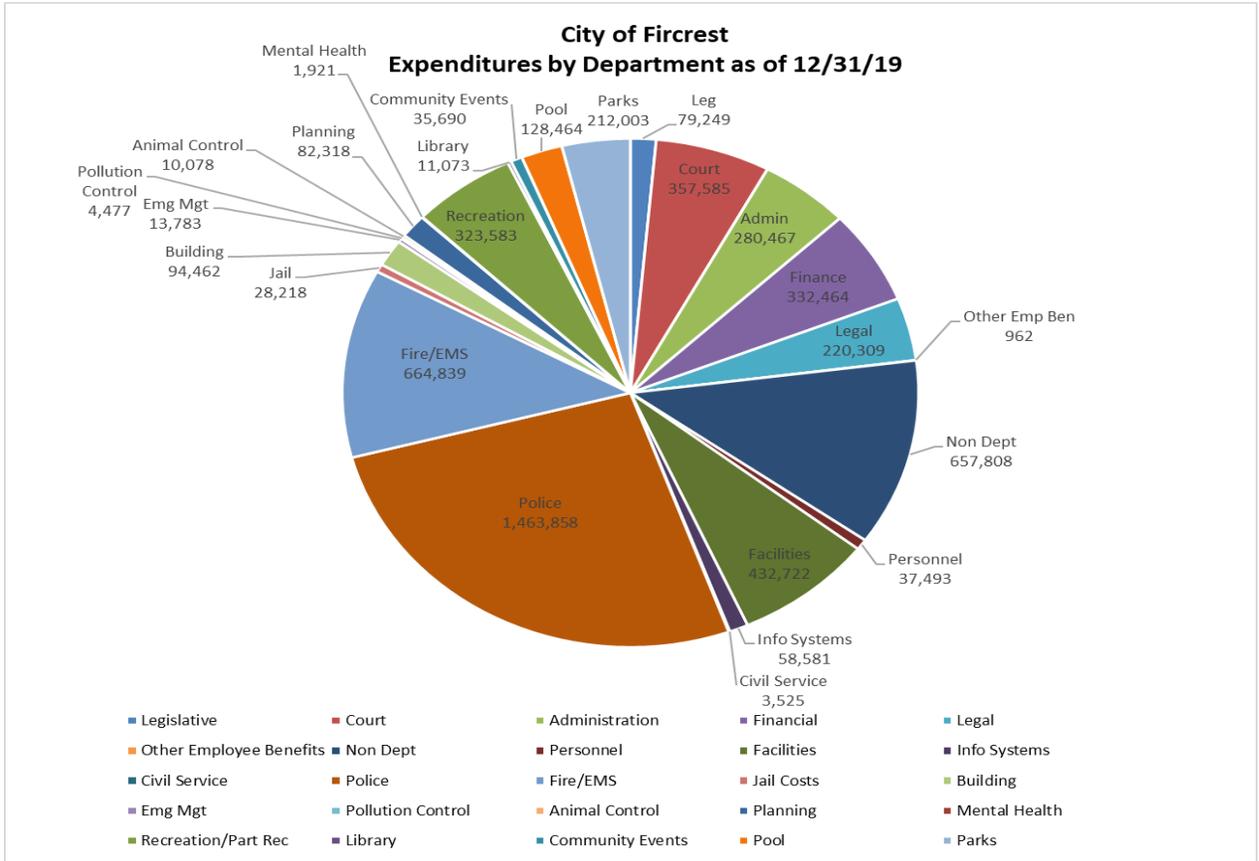
GENERAL FUND EXPENDITURES

The City spent 92.7% of the amount budgeted for General Fund operating expenditures (capital not included). Operating Expenditures by department are shown in the table below. This same information is followed by a line graph format and a pie chart format.

City of Fircrest				
General Fund Expenditures by Departments as of 12/31/2019				
	<u>YTD</u>	<u>BUDGET</u>	<u>REMAINING</u>	<u>% Expensed</u>
<u>DEPARTMENT</u>				
Legislative	79,249	83,945	4,696	94.4%
Court	357,585	415,420	57,835	86.1%
Administration	280,467	284,390	3,923	98.6%
Financial	332,464	337,711	5,247	98.4%
Legal	220,309	205,355	-14,954	107.3%
Other Employee Benefits	962	1,550	588	62.1%
Non Dept	657,808	690,741	32,933	95.2%
Personnel	37,493	48,535	11,042	77.2%
Facilities	432,722	501,327	68,605	86.3%
Info Systems	58,581	75,499	16,918	77.6%
Civil Service	3,525	5,635	2,110	62.6%
Police	1,463,858	1,600,344	136,486	91.5%
Fire/EMS	664,839	664,839	0	100.0%
Jail Costs	28,218	30,500	2,282	92.5%
Building	94,462	120,905	26,443	78.1%
Emg Mgt	13,783	14,190	407	97.1%
Pollution Control	4,477	4,500	23	99.5%
Animal Control	10,078	15,000	4,922	67.2%
Planning	82,318	83,546	1,228	98.5%
Mental Health	1,921	2,190	269	87.7%
Recreation/Part Rec	323,583	341,540	17,957	94.7%
Library	11,073	14,000	2,928	79.1%
Community Events	35,690	35,000	-690	102.0%
Pool	128,464	158,125	29,661	81.2%
Parks	212,003	237,967	25,964	89.1%
Total Gen Fund Oper Exp	5,535,933	5,972,754	436,821	92.7%

Totals are without capital

*Non-Department includes transfers out to Street: \$10,000 for Street Beautification, \$198,827 for 12.5% of General Property Tax, \$82,555 for Street Light Maintenance and Street Light Capital.



GENERAL FUND CAPITAL EXPENDITURES

	2019	12/31/19	Percent	Unexpended
	<u>Appropriation</u>	<u>Expenditures</u>	<u>of Total</u>	<u>Balance</u>
Court	35,000	0	0.0%	35,000
Facilities	90,500	94,585	104.5%	-4,085
Police	100,000	99,427	99.4%	573
Parks	1,494,500	1,399,762	93.7%	94,738
Totals	1,685,000	1,593,774	94.6%	91,226

Court capital budget included:

- \$35,000 for court software-not purchased

Facilities capital budget included:

- \$47,000 for carpeting at City Hall (used \$45,916)
- \$40,000 for bullet resistant glass at Public Safety Building (used \$21,414)
- \$3,500 for handrail at Public Safety Building (did not use capital)
- \$0 for painting interior of City Hall (used \$27,255)

Police capital budget included:

- \$100,000 for two new police vehicles (used \$99,427)

Parks capital budget included several projects related to the Park Bond Project. The General Fund was reimbursed by funds from the sale of the bond.

As previously stated, General Fund capital is paid for by Ending Fund Balances. As capital needs arise, such as building repairs including leaking roofs, exterior repairs, pool repairs, HVAC replacements, etc., the Ending Fund Balances will be depleted.

STREET FUND

The following shows how actual revenues and expenditures affected the Ending Fund Balance for the Street Fund.

Beginning Fund Balance		\$243,328
Operating Revenue	\$180,637	
Transfers In Prop Tax, St. Maint & Beaut	\$261,185	
Operating Expenses	(\$479,462)	
Operating revenue over (under) expenses		(\$37,640)
Transfer In for Capital	\$88,098	
Grant Revenue for Capital	\$6,117	
Capital Expenditures	(\$282,028)	
Capital revenue over (under) capital expenses		(\$187,813)
Total revenue over (under) expenses w/capital		(\$225,453)
Non operating revenue-insurance recovery		\$729
Ending Fund Balance		\$18,604

The Street Fund is mainly funded from the General Fund. When the Light Fund money is depleted a plan needs to be in place to fund both maintenance and capital infrastructure in the Street Fund.

In 2019 Street capital was funded from grants, REET and Designated Light Fund Balance. REET money also limited. It has taken several years to build up the money in this fund. It will be replenished as property sells within Fircrest. These funds are used to fund capital projects listed in the comprehensive plan.

The combined Ending Fund Balance for the General Fund and the Street Fund is \$3,840,023. For reporting purposes on the state reports these two funds are rolled together and reported as the General Fund.

STORM DRAIN OPERATING BUDGET

The following shows how actual revenues and expenditures affected the Ending Fund Balance for the Storm Drain Operating Fund.

Beginning Fund Balance		\$210,449
Operating Revenue	\$530,519	
Grant Revenue	\$33,031	
Operating Expenses	(\$427,102)	
Operating revenue over (under) expenses		\$136,448
Transfer Out to Storm Drain Capital Fund		(\$81,900)
Total revenue over (under) expenses w/capital		\$54,548
Ending Fund Balance		\$264,997

STORM DRAIN CAPITAL BUDGET

The following shows how actual revenues and expenditures affected the Ending Fund Balance for the Storm Drain Capital Fund.

Beginning Fund Balance		\$505,918
Transfer In from Storm Drain Fund	\$81,900	
Grant Revenue	\$0	
Capital Contributions	\$0	
Total Revenue		\$81,900
Capital Expenses		(\$46,461)
Total revenue over (under) expenses w/capital		\$35,439
Ending Fund Balance		\$541,357

The combined Ending Fund Balance for Storm Operating and Capital Funds is \$806,354. For reporting purposes on the state reports these two funds are rolled together and reported as the Storm Fund.

WATER OPERATING FUND

The following shows how actual revenues and expenditures affected the Ending Fund Balance for the Water Operating Fund.

Beginning Fund Balance		\$304,821
Operating Revenue	\$1,144,662	
Operating Expenses	(\$1,051,975)	
Operating revenue over (under) expenses		\$92,687
Transfer Out to Water Capital Fund		(\$108,160)
Total revenue over (under) expenses		(\$15,473)
Ending Fund Balance		\$289,348

WATER CAPITAL BUDGET

The following shows how actual revenues and expenditures affected the Ending Fund Balance for the Water Capital Fund.

Beginning Fund Balance		\$184,261
Transfer In from Water Operating Fund	\$108,160	
Grant Revenue	\$0	
Capital Contributions	\$125,400	
REET Transfer In	\$165,978	
Total Revenue		\$399,538
Capital Expenses		(\$375,707)
Total revenue over (under) expenses w/capital		\$23,831
Ending Fund Balance		\$208,092

The combined Ending Fund Balance for Water Operating and Water Capital Fund is \$497,440. For reporting purposes on the state reports these two funds are rolled together and reported as the Water Fund.

SEWER OPERATING FUND

The following shows how actual revenues and expenditures affected the Ending Fund Balance for the Sewer Operating Fund.

Beginning Fund Balance		\$857,227
Operating Revenue	\$2,758,271	
Operating Expenses	(\$2,305,733)	
Operating revenue over (under) expenses		\$452,538
Transfer Out to Sewer Capital Fund		(\$230,000)
Ending Fund Balance		\$1,079,765

SEWER CAPITAL FUND

The following shows how actual revenues and expenditures affected the Ending Fund Balance for the Sewer Capital Fund.

Beginning Fund Balance		\$1,215,571
Transfer In from Sewer Operating Fund	\$230,000	
Grant Revenue	\$0	
Capital Contributions	\$135,000	
Total Revenue		\$365,000
Capital Expenses		(\$185,800)
Total revenue over (under) expenses w/capital		\$179,200
Ending Fund Balance		\$1,394,771

The combined Ending Fund Balance for Sewer Operating and Sewer Capital Fund is \$2,474,536. For reporting purposes on the state reports these two funds are rolled together and reported as the Sewer Fund.

REET FUND

	1st Qtr	2nd Qtr	Total
Beginning Fund Balance	\$388,965	\$1,169,599	\$1,558,564
Interest Revenue	\$7,174	\$21,422	\$28,596
Revenue	\$111,719	\$111,719	\$223,438
Transfer Out	(\$56,916)	(\$165,978)	(\$222,894)
Ending Fund Balance	\$450,942	\$1,136,762	\$1,587,704

The transfers out from the REET fund were for Street capital projects.

CONCLUSION

The above information should be used as a tool for making financial decisions for the future of the City. The trend for the past several years is continuing; revenues are remaining flat or decreasing while expenditures are increasing. The City has been very conservative during the past budgeting processes.

With future capital projects anticipated, the City will need to continue to evaluate its financial condition very carefully.