FIRCREST CITY COUNCIL REGULAR MEETING AGENDA

TUESDAY, JULY 12, 2022 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. Pierce Transit BRT Line Update & Discussion
- B. Bears of Fircrest Leanne Rolling
- C. Selection of the Investment Committee

5. CITY MANAGER COMMENTS

6. DEPARTMENT HEAD COMMENTS

7. COUNCILMEMBER COMMENTS

8. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA (If you would like to make a public comment, you may

speak at the appropriate time using the raise your hand feature or by pressing *9 on your phone.)

9. COMMITTEE, COMMISSION & LIAISON REPORTS

- A. Administration
- B. Environmental, Planning, and Building
- C. Finance, IT, Facilities
- **D.** Other reports

10. CONSENT CALENDAR

- A. Approval of <u>vouchers/payroll checks</u>
- B. Approval of Minutes: June 21, 2022, Study Session
 - June 28, 2022, Regular Meeting

11. PUBLIC HEARING

A. To receive comments on the 6-year Transportation Improvement Program

12. UNFINISHED BUSINESS

A. <u>Resolution: IAA with Department of Enterprises Energy Program.</u>

13. NEW BUSINESS

- A. <u>Resolution: Approval of Reimbursement Agreements with the Administrative Office of the Courts for</u> <u>Fircrest Court</u>
- **B.** <u>Resolution: Approval of Engineering Consultant Agreement for 44th St W and 67th Ave W Lift Station</u> <u>Upgrade</u>
- C. Resolution: Summit Avenue Water Main Bid Award

14. CALL FOR FINAL COMMENTS

15. EXECUTIVE SESSION

16. ADJOURNMENT

Join the Zoom Dial-in Information: 1-253-215-8782 Webinar ID: 838 2218 0448 Password: 312044



July 8, 2022

Mayor Brett L. Wittner City Manager Scott Pingel City of Fircrest 115 Ramsdell Street Fircrest, WA 98466

Dear Mayor Wittner and City Manager Pingel:

Pierce Transit is working closely with your planning and engineering staff to evaluate and prioritize planning efforts for future Stream Bus Rapid Transit (BRT) service within the four Pierce County corridors shown on the supporting document included with this letter. These potential BRT projects are not yet funded, and opening day for the next corridor is currently forecasted for no sooner than 2030. As you know, High Capacity Transit (HCT) corridors, like BRT, are significant investments, bringing with them the highest level of service programmed into the Pierce Transit Long Range Plan. Our Stream System Expansion Study (SSES) aims simply to identify which corridor will be next for BRT, and take design to roughly 3%. Should our Board direct staff to continue working toward this second BRT project, we will spend 2023 working on a project funding plan and initial project development. During the 2024-2026 timeframe, the project team will work toward Board adoption of a locally preferred alternative (e.g., termini, route, station locations) that can be brought to Federal partners for environmental, funding, and risk reviews. This second BRT is not expected to be operational until at least 2030.

At the September 12, 2022 Pierce Transit Board of Commissioners meeting, staff will recommend a plan for prioritizing the order of our future BRT corridors. Pierce Transit understands that the success of these projects requires your city's fully dedicated long-term partnership, from the initial planning stage to the completion of construction and launch of revenue service. Pierce Transit's Board will select the next BRT corridor to be built based on a balance of analytical or technical data, community support for the service improvements, and the local agency support for future Stream BRT service. Before Pierce Transit can move forward with a recommendation to our Board, I am asking for a statement of support from municipal partners instrumental in ensuring timely and successful project delivery.

Pierce Transit asks for confirmation on your local agency partnership interest and support for future Stream BRT service, with a goal of clearly establishing mutually beneficial partnerships with local agencies. Therefore, I request your agency provide a written response to address agency readiness and partnership interest, signed by your Mayor or City Manager. We ask that the letter include components which show how BRT fits with your city's long-range plans or policies. I have included a letter template that lists areas of partnership, which will help evaluate potential readiness for each BRT corridor.

Pierce Transit requests your local agency submit a statement of interest in partnered delivery of the next Stream BRT corridor by Monday, August 1, 2022, to my attention. We would be happy to discuss the future Stream BRT vision with you or provide a more detailed briefing at any time. Additionally, I attached a supporting document summarizing the proposed BRT corridors. My team and I are available to discuss potential partnership opportunities if you would like to meet prior to our Board of Commissioners recommendation on September 12, 2022.



There is a long road ahead to plan, fund, design, and construct Stream BRT corridors throughout our community. With that being said, establishing a strong partnership is an important first step as we begin to move from concept to funding a plan that will build four more BRT corridors over the next 20 years. I am excited to present this opportunity and look forward to your response.

Sincerely,

mike Anffas

Mike Griffus Chief Executive Officer



Future Stream BRT Corridors Overview





Stream System Expansion Study Overview

Pierce Transit is now identifying the next corridor for Stream Bus Rapid Transit (BRT) service through the Stream System Expansion Study (SSES). Four existing route corridors are under consideration, as shown below. These routes coincide with the existing fixed routes 2, 3, 4, and 402.



Corridors Overview

The four corridors were chosen for evaluation because they:

- Have high existing ridership
- Connect regional and local growth centers
- Have high potential for future growth in ridership

In April-May 2022, the four corridors (with several variations in routing and termini) were run through the evaluation framework to see which corridor and variation was the strongest in terms of ridership, cost effectiveness, equity advancement, and other criteria. Information shown in the following pages is the "baseline" information used during the evaluation process.

This document includes executive summary-level information on:

- Stream Bus Rapid Transit Service Summary
- Overview of corridor and variations used in the SSES evaluation
- Corridor benefits summary
- Corridor cost estimates in current dollars (2022)

Stream Bus Rapid Transit Service Summary

One of the largest benefits of Bus Rapid Transit Service to riders is the increased service frequency and improved travel time reliability for transit users. Pierce Transit's target performance standards for this corridor include:

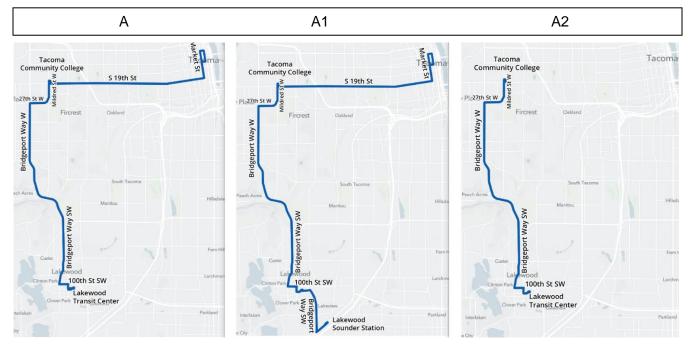
Station Spacing	The desired station spacing is $\frac{1}{2}$ mile. The minimum is $\frac{1}{4}$ mile. Land use and other context factors must be considered in determining final station spacing.
Station Location	Place Stream stations at the far-side of intersections in most cases.
Station Typology & Amenities	Create three station types (Large, Small, Extra Small) with amenities scaled to projected ridership. All Stream stations will have weather protection, ORCA card readers, ticket vending machines, bicycle parking, benches, and transit system information. Platform length will be 60', with a 12' minimum total width.
In-Lane Stop Provisions	Design all stations as in-lane stops when buses operate in mixed traffic flow.
Service Span & Frequency	 Span: Provide Stream service 20 hours per weekday (4:00 a.mMidnight). Provide Stream service 18 hours per weekend day (6:00 a.mMidnight). Frequency: Peak: 10 minutes. Morning and evening: 30 minutes. Off-peak: 15 minutes. Night: 60 minutes. Weekend: 20-30 minutes, with 60-minute frequency at night.
Target Travel Time Savings	20% reduction in end-to-end travel time and a ratio of 1.5 times the auto travel time during peak periods.
Reliability	On-Time Performance: Strive for 90% on-time.
Time Savings	during peak periods.

Pierce Transit also proposes operating new Stream BRT service with new 60 foot articulated buses with zero greenhouse emission operations built for rider comfort and quick boarding operations.

Corridor A Overview

Corridor A routing options focus on potential Stream BRT implementation on the Existing Route 2 service, which connects downtown Tacoma to Lakewood Towne Center via S. 19th Street, and Bridgeport Way W.. Several Alternative routing options have been evaluated by the Study and are represented below (Left to Right: Options A, A1, A2)

Corridor A Overview



Interface with future streetcar service by Sound Transit

The segment of Corridor A with the highest projected ridership along S. 19th Street from MLK Jr. Way to Tacoma Community College overlaps with planned expansion of Sound Transit's streetcar system in Tacoma, referred to as the T-Line, which is scheduled for delivery in the early 2040s.

Delivery of Stream BRT service along S. 19th Street is likely not reasonable due to complicating factors related to future streetcar service delivery. The goal of High Capacity Transit is already planned to be provided with the T-Line expansion which removes the need for BRT service on S. 19th Street.

Corridor Implementation Considerations

It is likely future Stream BRT service between Lakewood and the future terminus of the T-Line near Tacoma Community College will be a more feasible and fundable transit project. Alignment A2 represents this scenario.

	Corridor Snapshot						
Alignment Option	gnment Option A A1		A2				
Length	12 miles	14.0 Miles	7.0 Miles				
Estimated Daily	3,200 Daily Riders	3,300 Daily Riders	1,700 Daily Riders				
Future Boardings							
High Ridership	Downtown Tacoma,	Tacoma	Tacoma				
Locations	Tacoma Community	Community	Community				
	College, Bridgeport	College,	College,				
	Way in University	Bridgeport Way in	Bridgeport Way in				
	Place, Lakewood	University Place,	University Place,				
	Towne Center	Lakewood Towne	Lakewood Towne				
		Center, Lakewood	Center				
		Sounder Station					

Why Provide Stream BRT service in this corridor?

- *High ridership:* Corridor A follows the routing of current Route 2. This route has the second highest existing daily ridership in the Pierce Transit system
- *High delay:* Corridor A has the highest amount of transit ridership delay of the four corridors. Every weekday, Route 2 riders experience a combined 400 hours of passenger delay due to unpredictable transit travel times.
- **Growth projections:** Corridor A has the second highest forecast growth in jobs and households by 2040 among the four corridors.

Benefits of Stream

If Stream service was provided in Corridor A, benefits would include:

- *More frequent buses:* Double the frequency: Stream would run every 10 minutes during peak times. Route 2 runs every 20 minutes today.
- **Longer hours:** An additional hour of service in the morning and at night (service from 4 am-Midnight compared to 5 am-11 pm today).
- **Quality stations:** All Stream stations include lighting, shelter, seating, and realtime information with improved comfort boarding buses.
- **Better accessibility:** Construction of Stream stations results in accessibility upgrades in the station influence area. This could include new crosswalks, crosswalk protections, or ADA upgrades.
- *Faster trips:* Street design and operations elements of Corridor A2 would reduce travel times by 16%.

Transit Priority Investments Assumed in the Evaluation

- Transit Signal Priority at 50% of corridor signals, which can hold the green light for the bus to continue and reduces delay.
- Far side stations, which get buses through signals before stopping for passengers.
- In-lane stations, which reduce the time bus operators spend finding a gap in traffic to continue along the route.
- Consolidation of bus stops with spacing between stops going from less than a quarter mile to every half-mile, on average. This reduces the amount of time

spent stopped for passengers and creates a smoother ride with less deceleration and acceleration.

Project Implementation Costs

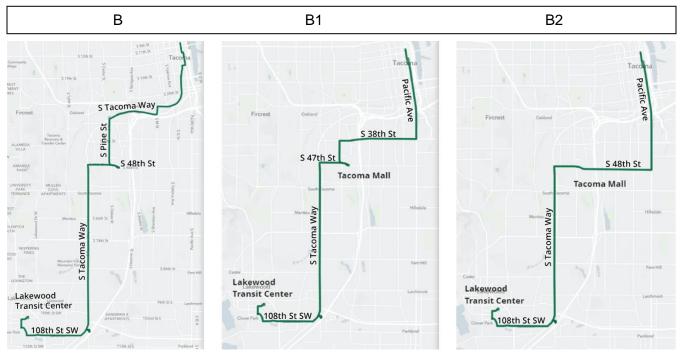
The cost to implement the Stream BRT service within the corridor will depend on the level of capital investment, length of corridor, and total travel time. A planning level estimate is listed below.

Corridor Snapshot					
Alignment Option	Α	A1	A2		
Capital Costs	\$62-78M	\$70-88M	\$38-48M		
Annual Operating Costs	\$6.1M	\$8.3M	\$4.0M		

Corridor B Overview

Corridor B connects downtown Tacoma to Lakewood Towne Center via S. Tacoma Way, stopping at the Tacoma Mall. Routing options evaluated as represented below (Left to Right: Options B, B1, B2).

Corridor B Overview



Corridor Snapshot						
	В	B1	B2			
Length	11.2 miles	11.8 miles	11.2 miles			
Estimated Daily Future Boardings	4,700 Daily Riders	5,100 Daily Riders	5,800 Daily Riders			
High Ridership Locations	Downtown Tacoma, Tacoma Mall, Lakewood Towne Center	Downtown Tacoma, Lincoln Neighborhood, Tacoma Mall, Lakewood Towne Center	Downtown Tacoma, Lincoln Neighborhood, Tacoma Mall, Lakewood Towne Center			

Why Provide Stream BRT service in this corridor?

- **Growth projections:** Corridor B has the highest forecast growth in jobs and households by 2040 among the four corridors.
- *Highest projected ridership:* Corridor B is expected to have the highest future ridership due to on-going growth and good connections to three regional growth centers.
- *High existing delay:* Route 3 experiences 25 hours of bus delay each weekday, and more than 260 hours of passenger delay.

- **Fundability:** Investments in this corridor appear to have the highest chance of federal funding awards in comparison to other corridors.
- **Social Equity Considerations:** This corridor has the highest number of transit dependent riders and equity populations in comparison to other corridors

Benefits of Stream

If Corridor B were turned into Stream BRT benefits would include:

- **More frequent buses:** Triple the frequency during rush hour: Stream would run every 10 minutes during peak times, and 15 minutes midday. Route 3 runs every 30 minutes today.
- **Longer hours:** An additional hour of service in the morning and two additional hours at night (service from 4 am-Midnight compared to 5 am-10 pm today).
- **Quality stations:** All Stream stations include lighting, shelter, seating, and realtime information with improved comfort boarding buses.
- **Better accessibility:** Construction of Stream stations results in accessibility upgrades in the station influence area. This could include new crosswalks, crosswalk protections, or ADA upgrades.
- **Faster trips:** Street design and operations elements of Corridor B would reduce travel times by 9 to 11%. See below for additional detail.

Transit Priority Investments Assumed in the Evaluation

- Transit Signal Priority at 50% of corridor signals, which can hold the green light for the bus to continue and reduces delay.
- Transit priority lanes (bus and right turn) on S. Tacoma Way from S. 47th Street to S. 56th Street, reducing delay caused by congestion.
- Far side stations, which get buses through signals before stopping for passengers.
- In-lane stations, which reduce the time bus operators spend finding a gap in traffic to continue along the route.
- Consolidation of bus stops with spacing between stops going from less than a quarter mile to every half-mile, on average. This reduces the amount of time spent stopped for passengers and creates a smoother ride with less deceleration and acceleration.

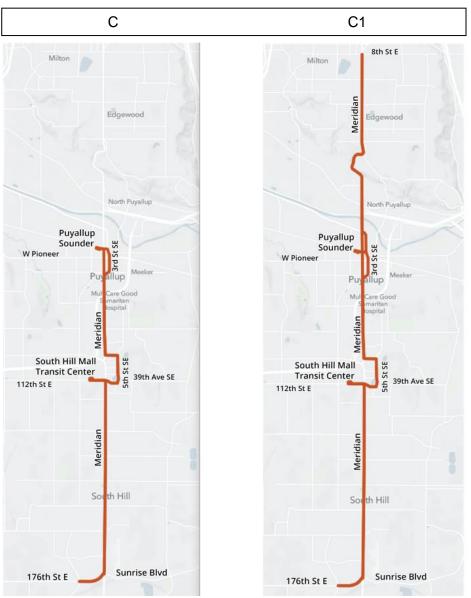
Project Implementation Costs

The cost to implement the Stream BRT service within the corridor will depend on the level of capital investment, length of corridor, and total travel time. A planning level estimate is listed below.

Corridor Snapshot						
Alignment Option B B1 B2						
Capital Costs	\$55-69M	\$59-74M	\$57-71M			
Annual Operating Costs	\$6M	\$7.1M	\$6M			

Corridor C Overview

Corridor C connects downtown Puyallup and Puyallup Station to 176th Street E./Sunrise Blvd along Meridian via South Hill Mall. An alternative line extending to Edgewood was also reviewed, as alternative C1.



Corridor C Overview

Corridor Snapshot				
	С	C1		
Length	8.6 Miles	13.0 Miles		
Estimated Daily Future Boardings	1,000 Daily Riders	1,300 Daily Riders		
High Ridership Locations	Downtown Puyallup, South Hill Mall, and the various commercial areas along the corridor	Downtown Puyallup, South Hill Mall, and the various commercial areas along the corridor, and Edgewood		

Why Provide Stream BRT service in this corridor?

- *Meridian Traffic Congestion:* Corridor C would improve transit service within a section of east Pierce County which experiences heavy traffic congestions at all times of the day.
- **Growth centers:** The corridor runs through countywide and regional growth centers.
- **Growth projections:** Corridor C is expected to see an increase in jobs and households of more than 50% by 2040.

Benefits of Stream

If Stream Service were delivered in Corridor C, benefits would include:

- *More frequent trips:* Triple the frequency during rush hour: Stream would run every 10 minutes during peak times, and 15 minutes midday. Route 402 runs every 30 minutes today.
- **Longer hours:** An additional hour of service in the morning and four additional hours at night (service from 4 am-Midnight compared to 5 am-8 pm today).
- **Quality stations:** All Stream stations include lighting, shelter, seating, and realtime information with improved comfort boarding buses.
- **Better accessibility:** Construction of Stream stations results in accessibility upgrades in the station influence area. This could include new crosswalks, crosswalk protections, or ADA upgrades.
- *Faster trips:* Street design and operations elements of Corridor C would reduce travel times by 10 to 13%. See below for additional detail.

Planning-Level Transit Priority Investments Assumed in the Evaluation

- Transit Signal Priority at 50% of corridor signals, which can hold the green light for the bus to continue and reduces delay.
- Transit priority lanes (bus and right turn) on 3rd Street SE. in Puyallup, northbound from 9th Avenue to Pioneer Avenue, and on Meridian northbound from 136th Street E. to 132nd Street E. These lanes are intended to reduce delay caused by congestion.

- Far side stations, which get buses through signals before stopping for passengers.
- In-lane stations, which reduce the time bus operators spend finding a gap in traffic to continue along the route.
- Consolidation of bus stops with spacing between stops going from less than a quarter mile to every half-mile, on average. This reduces the amount of time spent stopped for passengers and creates a smoother ride with less deceleration and acceleration.

Project Implementation Costs

The cost to implement the Stream BRT service within the corridor will depend on the level of capital investment, length of corridor, and total travel time. A planning level estimate is listed below.

Corridor Snapshot				
Alignment Option C C1				
Capital Costs \$47-59M \$63-79M				
Annual Operating	\$7.2M	\$9.6M		
Costs				

Corridor D Overview

Corridor D connects Lakewood Towne Center to SR-512 Park and Ride via 100th Street SW, then travels along 112th Street E. to South Hill Mall, before terminating at the Pierce College Puyallup campus, with several routing alternatives

Puyallup Tacoma Way D South Hill 100th St SW Mall C Transit Pierce Lakewood S Center College 112th St S Transit Center 112th St E 39th Ave SE 206 St S Tacoma Way 100th St SW South Hill Mall Lakewood Transit Center Transit D1 112th St S Center 112th St E Lakewood South Hill Transit Center SN Mall Transit D2 ORth St E Pierce Center College 112th St S 112th St E 39th Ave SE Lakewood Sounder Station

Corridor	D Overview
COLLIGO	D Overview

	Corridor Snapshot						
Alignment Option	D	D1	D2				
Length	13.3 miles	11.8 miles	13.3 miles				
Estimated Daily	2,700 Daily Riders	2,600 Daily Riders	2,400 Daily Riders				
Future Boardings							
High Ridership	Lakewood Towne	Lakewood Towne	Lakewood Towne				
Locations	Center, Pacific	Center, Pacific	Center, Lakewood				
	Avenue, South Hill	Avenue, South Hill	Sounder, Pacific				
	Mall, and Pierce	Mall	Avenue, South Hill				
	College		Mall, and Pierce				
			College				

Why Provide Stream BRT service in this corridor?

- **Transit coverage:** Corridor D follows the routing of current Route 4 which provides east-west connectivity through Pierce Transit's service area.
- **Growth centers:** The corridor runs through countywide and regional growth centers.
- **Growth projections:** Corridor D is expected to see an increase in jobs and households of more than 40% by 2040.

Benefits of Stream

If Stream BRT service was implemented in Corridor D, benefits would include:

- *More frequent buses:* Triple the frequency during rush hour: Stream would run every 10 minutes during peak times, and 15 minutes midday. Route 4 runs every 30 minutes today.
- **Longer hours:** An additional hour of service in the morning and at night (service from 4 am-Midnight compared to 5 am-11 pm today).
- **Quality stations:** All Stream stations include lighting, shelter, seating, and realtime information.
- **Better accessibility:** Construction of Stream stations results in accessibility upgrades in the station influence area. This could include new crosswalks, crosswalk protections, or ADA upgrades.
- *Faster trips:* Street design and operations elements of Corridor D would reduce travel times by 9 to 11%. See below for additional detail.

Transit Priority Investments Assumed in the Evaluation

- Transit Signal Priority at 50% of corridor signals, which can hold the green light for the bus to continue and reduces delay.
- Queue jumps at select locations to reduce delay caused by congestion.
- Far side stations, which get buses through signals before stopping for passengers.
- In-lane stations, which reduce the time bus operators spend finding a gap in traffic to continue along the route.
- Consolidation of bus stops with spacing between stops going from less than a quarter mile to every half-mile, on average. This reduces the amount of time spent stopped for passengers and creates a smoother ride with less deceleration and acceleration.

Project Implementation Costs

The cost to implement the Stream BRT service within the corridor will depend on the level of capital investment, length of corridor, and total travel time. A planning level estimate is listed below.

Corridor Snapshot							
	D D1 D2						
Capital Costs	\$58-73M	\$48-60M	\$59-74M				
Annual Operating Costs	\$8.2M	\$6.2M	\$8.4M				

July XX, 2022

Mike Griffus, CEO Pierce Transit 3701 96th Street SW Lakewood WA 98499

Dear Mr. Griffus:

I am writing to express the City of _______ support for Pierce Transit's Stream System Expansion Study efforts in prioritizing the next Bus Rapid Transit (BRT) corridors in Pierce County. Pierce Transit staff will bring forward a recommendation for a priority corridor at their September 12, 2022 Board of Commissioners meeting.

We recognize that High Capacity Transit (HCT) corridors, like BRT, are significant investments bringing with them the highest level of public transit service that Pierce Transit can provide. We look forward to working with Pierce Transit on a long-term partnership to support development of the next BRT corridor, from the initial planning stage to completion of construction and launch of new BRT revenue service.

As the next Stream BRT Corridor moves forward, the City of ______ will work directly with Pierce Transit's Planning and Community Development team on the necessary elements to developer this service within our jurisdiction. Specific areas of coordination should include:

- Statements of support for Stream BRT capital and service investment, including commitments to politically support project development activities and potential federal or state funding grant applications (requiring letters of support from elected officials and agency leadership).
- Recommendations on how to best deliver Stream BRT service within your local agency including streamlining the design approval process within your right-of-way.
- Agency support for transit speed and reliability treatments within the City's right-of-way, such as far side bus stops, transit signal priority investments, in-lane transit stops/bus bulbs, transit priority at key intersections, and exclusive business/access/transit lane (i.e., BAT) treatments.
- Identifying agency staff to serve as a future project liaison during the project delivery phase. This liaison would support project implementation by providing internal local agency coordination and ensuring permitting and review schedules are maintained. The liaison would also help maintain a focused message from local agency staff to Pierce Transit.
- Identifying agency technical staff and process to provide formal comment responses to project permitting and design submittals within a firm four-week review window (a project schedule will be established at project commencement).
- Agency commitment to establishing a technical standard in writing for project design efforts, with focus on traffic level of service standards. This basis of design would utilize for project approvals and adopted at the onset of project planning.
- Agency confirmation that relevant planning documents and capital improvement prioritization plans will be revised to include and support future Stream BRT investments.
- Discussions on local agency stance on permitting construction as a public works project.
- Discussions on our ability to provide financial commitment to support the project or path to provide a financial partnership.

• Local agency stance on leading franchise utility relocation efforts through existing utility agreements.

We support Pierce Transit's efforts to expand Stream BRT within Pierce County and encourage the agency to consider corridor ______ as the next Stream HCT corridor project.

Sincerely,

_____ (Name)

_____(Position/Title)

(Jurisdicition)

City Of Fircrest

As Of: 07/12/2022

Accts Pay #	Received	Date Due	Vendor		Amo	ount	Memo
27102	07/12/20	2207/12/202210101	American F	Party Place	2,64	5.52	Fun Days Canopy, Tables, Staging, Delivery, Setu
	573 90 49	01 Community Events		001 000 573 General Fund	2,64	5.52	Fun Days Canopy, Tables, Staging, Delivery, Setup
27240	07/12/20	2207/12/20223272	Aqua Rec (Company	1:	3.23	Pool Water Testing Supplies
	576 20 31	03 Oper Supplies - Pool		001 000 576 General Fund	1	3.23	Pool Water Testing Supplies
27292	07/07/20	2207/12/20227547	Aranda, Ro	berto L	35	6.82	07-00280.2 - 129 SPRUCE ST
	343 40 00	00 Storm Drain Fees & Charges 00 Sale Of Water 00 Sewer Revenues		415 000 340 Storm Drain 425 000 340 Water Fund (der 430 000 340 Sewer Fund (der	-9	6.88 2.70 7.24	
27103	07/12/20	2207/12/202210102	Archer, Kir	1	1,30	0.00	Fun Days Performer - Kim & Brian
	573 90 49	01 Community Events		001 000 573 General Fund	1,30	0.00	Fun Days Performer - Kim & Brian
27284	07/12/20	2207/12/20224141	Axon Enter	prise	18,70	5.58	Body Cams, Tasers, Wall Mounts, Dock Stations, Battery Packs and Evidence.com Licenses
	521 22 41	00 Prof. Services/Consulting		001 000 521 General Fund	18,70	5.58	Body Cams, Tasers, Wall Mounts, Dock Stations, Battery Packs and Evidence.com Licenses
27298	07/06/20	2207/12/20224218	BHC Consu	Itants LLC	1,85	1.56	Inspections, Mileage & Calls - 5/17/22 - 6/23/22
	524 20 41	01 Bldg Inspec/Plan Review		001 000 524 General Fund	1,85	1.56	Inspections, Mileage & Calls - 5/17/22 - 6/23/22
27308	07/08/20	2207/12/20228485	Bridges, M	arcus	143	3.39	07-00044.5 - 1447 CHERRY AVE
	343 40 00	00 Storm Drain Fees & Charges 00 Sale Of Water 00 Sewer Revenues		415 000 340 Storm Drain 425 000 340 Water Fund (der 430 000 340 Sewer Fund (der	-3	1.78 4.77 6.84	
27107	07/12/20	2207/12/202210106	Brohamm	LC	1,50	0.00	Fun Days Performer - BroHamM
	573 90 49	01 Community Events		001 000 573 General Fund	1,50	0.00	Fun Days Performer - BroHamM
27206	07/12/20	2207/12/20224280	Builders' H	ardware & Supply Co.	13	3.13	P#64 - Keys for Comm Center (18)
	594 76 62	03 Buildings & Structures		301 000 594 Park Bond Capit	13	3.13	P#64 - Keys for Comm Center (18)
27222	07/12/20	2207/12/20226018	Canon Fina	ncial Services Inc	56	4.31	Copier/Fax Rental - June 2022 - CH, Court, PW, Parks/Rec
	518 10 45 531 50 45	00 Oper Rentals - Copier - Cou 00 Oper Rentals - Copier - Non 00 Oper Rentals - Copier - Stor 02 Oper Rentals - Copier - Wat		001 000 512 General Fund 001 000 518 General Fund 415 000 531 Storm Drain 425 000 534 Water Fund (der	14 3	1.08 5.27	Copier/Fax Rental - June 2022 - Court Copier/Fax Rental - June 2022 - CH Copier/Fax Rental - June 2022 - PW Copier/Fax Rental - June 2022 - PW

City Of Fircrest

Accts

As Of: 07/12/2022

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Pay # Received Date Due	Vendor	Amount	Memo
535 10 45 00 Oper Rentals - Copier - Sew	430 000 535 Sewer Fund (der	35.27	Copier/Fax Rental - June 2022 - PW
542 30 45 00 Oper Rentals - Copier - Stre	101 000 542 City Street Fund	35.28	Copier/Fax Rental - June 2022 - PW
571 10 45 01 Oper Rentals - Copier - Rec	001 000 571 General Fund		Copier/Fax Rental - June 2022 - Parks/Rec
576 80 45 00 Oper Rentals - Copier - Park	001 000 576 General Fund		Copier/Fax Rental - June 2022 - Parks/Rec
27223 07/12/202207/12/20226018	Canon Financial Services Inc	159.67	Copier/Fax Rental - Police - June 2022
521 22 45 00 Oper Rentals - Copier - Polic	001 000 521 General Fund	159.67	Copier/Fax Rental - Police - June 2022
	Total Canon Financial Services Inc	723.98	
27259 07/12/202207/12/20227374	Celis, Victor	15.00	Taser Training - Lunch
521 22 43 00 Travel - Police	001 000 521 General Fund	15.00	Taser Training - Lunch
27256 07/12/202207/12/2022331	Cheesman, John G	15.00	Taser Training - Lunch
521 22 43 00 Travel - Police	001 000 521 General Fund	15.00	Taser Training - Lunch
27265 07/12/202207/12/20224313	Chuckals Inc	96.21	Office Supplies - PW
531 50 31 01 Office Supplies - Storm	415 000 531 Storm Drain	24.05	Office Supplies - PW
534 10 31 00 Office Supplies - Water	425 000 534 Water Fund (dep	24.05	Office Supplies - PW
535 10 31 00 Office Supplies - Swr Admin	430 000 535 Sewer Fund (der	24.05	Office Supplies - PW
542 30 31 01 Office Supplies - Street Reg	101 000 542 City Street Fund	24.06	Office Supplies - PW
27219 07/12/202207/12/20228762	Cline, Richard	67.00	Library Reimbursement - 1 Year
572 21 49 00 Library Services	001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
27101 07/12/202207/12/20227	Coons, Chris	1,500.00	Fun Days Performer - 53rd Street Sound
573 90 49 01 Community Events	001 000 573 General Fund	1,500.00	Fun Days Performer - 53rd Street Sound
27220 07/12/202207/12/20223573	Copiers Northwest Inc	314.03	Copier Usage 5/18-6/17/22 - City Hall, Court, PW Parks/Rec
512 50 45 00 Oper Rentals - Copier - Cou	001 000 512 General Fund	18.81	Copier Usage 5/18-6/17/22 - Court
518 10 45 00 Oper Rentals - Copier - Non	001 000 518 General Fund		Copier Usage 5/18-6/17/22 City Hall
518 10 45 00 Oper Rentals - Copier - Non	001 000 518 General Fund		Copier Usage 5/18-6/17/22 City Hall
531 50 45 00 Oper Rentals - Copier - Stor	415 000 531 Storm Drain		Copier Usage 5/18-6/17/22 PW
531 50 45 00 Oper Rentals - Copier - Stor	415 000 531 Storm Drain		Copier Usage 5/18-6/17/22 PW
534 10 45 02 Oper Rentals - Copier - Wat	425 000 534 Water Fund (der		Copier Usage 5/18-6/17/22 PW
534 10 45 02 Oper Rentals - Copier - Wat	425 000 534 Water Fund (der	9.70	CUPIEI USAGE 5/10-0/17/22 PW
	425 000 534 Water Fund (der 430 000 535 Sewer Fund (der		Copier Usage 5/18-6/17/22 PW Copier Usage 5/18-6/17/22 PW

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542 30 45 00 Oper Rentals - Copier - Stree	101 000 542 City Street Fund	5.61	Copier Usage 5/18-6/17/22 PW
542 30 45 00 Oper Rentals - Copier - Stre	101 000 542 City Street Fund		Copier Usage 5/18-6/17/22 PW
571 10 45 01 Oper Rentals - Copier - Rec	001 000 571 General Fund		Copier Usage 5/18-6/17/22 Parks/Rec
571 10 45 01 Oper Rentals - Copier - Rec	001 000 571 General Fund		Copier Usage 5/18-6/17/22 Parks/Rec
576 80 45 00 Oper Rentals - Copier - Park			Copier Usage 5/18-6/17/22 Parks/Rec
576 80 45 00 Oper Rentals - Copier - Park	001 000 576 General Fund	11.41	Copier Usage 5/18-6/17/22 Parks/Rec
27202 07/12/202207/12/20221583	Davis, Donald	67.00	Library Reimbursement - 1 Year
572 21 49 00 Library Services	001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
27228 07/12/202207/12/20226129	Dearborn, Clinton	67.00	Library Reimbursement - 1 Year
572 21 49 00 Library Services	001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
27263 07/12/202207/12/20223594	Dept Of Ecology	3,105.00	Stormwater Fee 7/1/22-6/30/23
531 50 49 01 Operation Permit	415 000 531 Storm Drain	3,105.00	Stormwater Fee 7/1/22-6/30/23
27211 07/12/202207/12/20229254	Doyle Printing Company	46.20	Business Cards - M. Garcia (500)
518 10 34 02 Central Office Printing	001 000 518 General Fund	46.20	Business Cards - M. Garcia (500)
27261 07/12/202207/12/20223612	DrainTech Northwest, L.L.C.	627.00	City Mainline Clear Blockage @ 1005 Sunrise Lane
535 50 48 00 Rep & Maint - Sewer Maint	430 000 535 Sewer Fund (der	627.00	City Mainline Clear Blockage @ 1005 Sunrise Lane
27289 07/07/202207/12/20223405	Estate of Sue L Henly	16.26	12-00080.0 - 6320 GREGORY ST
343 50 00 00 Sewer Revenues	430 000 340 Sewer Fund (der	-16.26	
27291 07/07/202207/12/20229590	Faaneva, Fiaauitupu	13.80	12-01390.0 - 6114 47TH ST CT W
343 50 00 00 Sewer Revenues	430 000 340 Sewer Fund (der	-13.80	
27099 07/12/202207/12/20229787	Fabulous Murphtones	800.00	Fun Days Performer - Fabulous Murphtones
573 90 49 01 Community Events	001 000 573 General Fund	800.00	Fun Days Performer - Fabulous Murphtones
27201 07/12/202207/12/20223638	Fircrest Golf Club	1,346.61	Land Rental for Water Tank on Golf Course - July 2022
534 10 45 01 Land Rental/Water Tank	425 000 534 Water Fund (der	1,346.61	Land Rental for Water Tank on Golf Course - July 2022
27288 07/07/202207/12/20228074	Frier, Thomas	63.40	07-00318.1 - 1430 COTTONWOOD AVE
343 10 00 00 Storm Drain Fees & Charges	415 000 340 Storm Drain	-18.60	
343 40 00 00 Sale Of Water	425 000 340 Water Fund (der	-19.05	
343 50 00 00 Sewer Revenues	430 000 340 Sewer Fund (der	-25.75	

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27310 07/07/202207/12/20229338	Fuelman Fleet Program	4,091.89	Gas / Fuel June 2022
548 65 31 06 Facilities Gas	501 000 548 Equipment Rent	77.50	Facilities 06/2022
548 65 31 08 Police Gas	501 000 548 Equipment Rent	2,555.51	Police 06/2022
548 65 31 11 Parks/Rec Gas	501 000 548 Equipment Rent	402.81	Parks 06/2022
548 65 31 12 Street Gas	501 000 548 Equipment Rent	691.59	Street 06/2022
548 65 31 14 Wtr/Swr Gas	501 000 548 Equipment Rent	364.48	W / S 06/2022
27285 07/07/202207/12/20226695	Geroy*, Connie	96.74	02-02610.1 - 1037 PRINCETON ST
343 10 00 00 Storm Drain Fees & Charg	es 415 000 340 Storm Drain	-29.12	
343 40 00 00 Sale Of Water	425 000 340 Water Fund (der	-27.72	
343 50 00 00 Sewer Revenues	430 000 340 Sewer Fund (der	-39.90	
27221 07/12/202207/12/20226774	Greenleaf Landscaping 1 Inc	4,823.25	Monthly Landscape Services - June 2022
518 30 41 01 Contract Maintenance	001 000 518 General Fund	3,626.40	Monthly Landscape Services - June 2022
542 80 49 03 Beautification Services (co	nt 101 000 542 City Street Fund		Monthly Landscape Services - June 2022
27212 07/12/202207/12/20223692	Home Depot Credit Services	247.38	Flowers for Pool Planters
542 80 31 04 Beautification-Supplies	101 000 542 City Street Fund	247.38	Flowers for Pool Planters
27241 07/12/202207/12/20223692	Home Depot Credit Services	56.19	P#64 Parts for Shelves at Rec Center
594 76 62 03 Buildings & Structures	301 000 594 Park Bond Capit	56.19	P#64 Parts for Shelves at Rec Center
	Total Home Depot Credit Services	303.57	
27297 07/06/202207/12/20226891	Hubbell, Casey	67.00	Library Reimbursement - 1 Year
572 21 49 00 Library Services	001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
27283 07/12/202207/12/20224131	Humane Society - Tacoma	688.50	July 2022 Boarding Contract
554 30 41 00 Animal Control	001 000 554 General Fund	688.50	July 2022 Boarding Contract
27207 07/12/202207/12/20229714	HydroApps	807.50	Annual Schedule Manager App for Pool Staff and Lifeguards - 2022
576 20 41 00 Professional Services-Pool	001 000 576 General Fund	807.50	Annual Schedule Manager App for Pool Staff and Lifeguards - 2022
27234 07/12/202207/12/20225428	Jeff Boers	1,050.00	Land Use Consulting (10 Hrs) - June 2022
558 60 41 00 Prof Svcs - Planning	001 000 558 General Fund	1,050.00	Land Use Consulting (10 Hrs) - June 2022

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27278 07/12/202207/12/20229689	Larson, Killian	9.85	Taser Training Lunch
521 22 43 00 Travel - Police	001 000 521 General Fund	9.85	Taser Training Lunch
27260 07/12/202207/12/20228652	Laudy, Geert-Jan	33.50	Library Reimbursement - 1/2 Year
572 21 49 00 Library Services	001 000 572 General Fund	33.50	Library Reimbursement - 1/2 Year
27295 07/06/202207/12/20223776	Lemay Mobile Shredding	34.10	Shredding June 2022 - Public Works
531 50 49 00 Miscellaneous - Storm 534 10 49 00 Miscellaneous - Water 535 10 49 00 Miscellaneous - Sewer	415 000 531 Storm Drain 425 000 534 Water Fund (der 430 000 535 Sewer Fund (der	11.36	Shredding 06/2022 - PW Shredding 06/2022 - PW Shredding 06/2022 - PW
27312 07/07/202207/12/20223776	Lemay Mobile Shredding	89.40	Shredding June 2022 - City Hall and Court
512 50 49 00 Miscellaneous - Court 514 23 49 00 Miscellaneous - Finance	001 000 512 General Fund 001 000 514 General Fund		Shredding 06/2022 - Court Shredding 06/2022 - CH
	Total Lemay Mobile Shredding	123.50	
27213 07/12/202207/12/20223910	Office Depot	63.21	Card Stock & Expo Markers
571 20 49 09 Youth Baseball 576 20 31 00 Office Supplies - Pool	001 000 571 General Fund 001 000 576 General Fund		Card Stock - Baseball Markers - Pool Office
27287 07/07/202207/12/20221146	Olberg, Theodore D	81.92	01-01390.0 - 313 SUMMIT AVE
343 10 00 00 Storm Drain Fees & Charges 343 40 00 00 Sale Of Water 343 50 00 00 Sewer Revenues	415 000 340 Storm Drain 425 000 340 Water Fund (der 430 000 340 Sewer Fund (der	-23.68 -25.86 -32.38	
27233 07/12/202207/12/20223923	Orca Pacific Inc	552.70	Pool Chemicals - Hydrochloric Acid (60 Gal)
576 20 31 01 Pool Supplies-Chemicals	001 000 576 General Fund	552.70	Pool Chemicals - Hydrochloric Acid (60 Gal)
27301 07/06/202207/12/20223923	Orca Pacific Inc	1,839.20	Chlorine for Pool (440 Gallons)
576 20 31 01 Pool Supplies-Chemicals	001 000 576 General Fund	1,839.20	Chlorine for Pool (440 Gallons)
	Total Orca Pacific Inc	2,391.90	
27262 07/12/202207/12/20223929	Owen Equipment Company	56.68	Front Curtain for Sweeper #60915D
548 65 48 13 O & M - Storm	501 000 548 Equipment Rent	56.68	Front Curtain for Sweeper #60915D

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27217 07/12/202207/12/20223958	PC Budget & Finance - Jail	422.35	Jail Services - May 2022 (Includes Remainder of Mental Health Rate Credit for Jan/Feb)
523 60 40 01 Jail 523 60 40 01 Jail	001 000 523 General Fund 001 000 523 General Fund		Jail Services - May 2022 Remainder of Mental Health Rate Credit for Jan/Feb
27203 07/12/202207/12/20228626	Pacific Office Automation Inc	144.03	Postage Meter Rental - July 2022
518 10 42 01 Postage - Non-Dept	001 000 518 General Fund	144.03	Postage Meter Rental - July 2022
27229 07/12/202207/12/20224680	Parametrix Engineering	5,092.50	P#64 Prof Services through 5/28/22
594 76 62 03 Buildings & Structures	301 000 594 Park Bond Capit	5,092.50	P#64 Prof Services through 5/28/22
27106 07/12/202207/12/20223952	Petersen, Scott	550.00	Fun Days Performer - Reptile Man
573 90 49 01 Community Events	001 000 573 General Fund	550.00	Fun Days Performer - Reptile Man
27306 07/06/202207/12/20223955	Petrocard Systems Inc	996.03	Gas/Fuel June 2022
548 65 31 11 Parks/Rec Gas 548 65 31 12 Street Gas 548 65 31 13 Storm Gas 548 65 31 14 Wtr/Swr Gas	501 000 548 Equipment Rent 501 000 548 Equipment Rent 501 000 548 Equipment Rent 501 000 548 Equipment Rent	203.25 231.52	Parks 06/2022 Street 06/2022 Storm 06/2022 W / S 06/2022
27254 07/12/202207/12/20223986	Puget Sound Energy, BOT-01H	25.25	Natural Gas - Rec Center- June 2022
571 10 47 00 Public Utility Services-Rec 571 10 47 00 Public Utility Services-Rec	001 000 571 General Fund 001 000 571 General Fund		Natural Gas - Rec Center- June 2022 Credit for duplicate payment 6/14/22
27255 07/12/202207/12/20223986	Puget Sound Energy, BOT-01H	3,101.72	Natural Gas - Pool/Bathhouse - June 2022
576 20 47 00 Public Utility Services - Pool	001 000 576 General Fund	3,101.72	Natural Gas - Pool/Bathhouse - June 2022
	Total Puget Sound Energy, BOT-01H	3,126.97	
27313 07/07/202207/12/20229414	R.L. Alia Company	16,200.03	P#63 Emerson Sidewalk Retainage Release
595 32 63 06 Construction - (Grant)	101 000 594 City Street Fund	16,200.03	P#63 Emerson Sidewalk Retainage Release
27279 07/12/202207/12/20225710	Rainier Connect, Mashell Telecom	106.95	Internet Access Fee - City Hall - July 2022
518 81 42 00 Communication/Internet - I/	001 000 518 General Fund	106.95	Internet Access Fee - City Hall - July 2022
27280 07/12/202207/12/20225710	Rainier Connect, Mashell Telecom	168.01	Internet Pool/Bathhouse July 2022; Phone Service Pool/Bathhouse July 2022
518 81 42 00 Communication/Internet - I/	001 000 518 General Fund	113.55	Internet Pool/Bathhouse July 2022

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576 80 42 00 Communication - Parks	001 000 576 General Fund	54.46	Phone Service Pool/Bathhouse July 2022
	Total Rainier Connect, Mashell Telecom	274.96	
27208 07/12/202207/12/20229360	RecDesk LLC	4,800.00	RecDesk Software Annual Subscription - 6/1/22 - 5/31/23
571 10 41 01 Professional Services-Rec	001 000 571 General Fund	3,216.00	RecDesk Software Annual Subscription - 6/1/22 - 5/31/23
576 20 41 00 Professional Services-Pool	001 000 576 General Fund	1,584.00	RecDesk Software Annual Subscription - 6/1/22 - 5/31/23
27268 07/12/202207/12/20228893	Right Systems INC	6,263.40	6 New Computers - Finance (3), Admin (1), Court (1), Legislative (1)
594 48 64 01 Legislative - ERR Capital 594 48 64 02 Court - ERR Capital 594 48 64 03 Admin - ERR Capital 594 48 64 04 Finance - ERR Capital	501 000 548 Equipment Rent 501 000 548 Equipment Rent 501 000 548 Equipment Rent 501 000 548 Equipment Rent	1,043.90 1,043.90	1 Computer - Council Office 1 Computer - Court Clerk 1 Computer - City Manager 3 Computers - Colleen, Michelle, Lindsay
27239 07/12/202207/12/2022337	Roberts, Christopher	250.00	Property & Evidence Training (Everett) - 5/15/22 - 5/20/22 - Meals
521 22 43 00 Travel - Police	001 000 521 General Fund	250.00	Property & Evidence Training (Everett) - 5/15/22 - 5/20/22 - Meals
27257 07/12/202207/12/2022337	Roberts, Christopher	15.00	Taser Training - Lunch
521 22 43 00 Travel - Police	001 000 521 General Fund	15.00	Taser Training - Lunch
	Total Roberts, Christopher	265.00	
27307 07/07/202207/12/20229763	Rodriguez, Javier	148.28	02-01290.5 - 122 CONTRA COSTA AVE
343 10 00 00 Storm Drain Fees & Charges 343 40 00 00 Sale Of Water 343 50 00 00 Sewer Revenues	415 000 340 Storm Drain 425 000 340 Water Fund (der 430 000 340 Sewer Fund (der	-32.87 -35.95 -79.46	
27299 07/06/202207/12/20224035	Sarco Supply	36.95	Janitorial Supplies - City Hall
518 30 31 04 Oper Sup/CH	001 000 518 General Fund	36.95	Janitorial Supplies - CH
27300 07/06/202207/12/20224035	Sarco Supply	54.55	Janitorial Supplies - Pool
576 20 31 02 Janitorial Supplies - Pool	001 000 576 General Fund	54.55	Janitorial Supplies - Pool

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	Total Sarco Supply	91.50	
27224 07/12/202207/12/202210128	Sare Electric Inc	4,427.51	P#60 Two Emergency Stop Buttons for Pool Boilers - Req'd by L & I
594 76 62 03 Buildings & Structures	301 000 594 Park Bond Capit	4,427.51	P#60 Two Emergency Stop Buttons for Pool Boilers - Req'd by L & I
27293 07/06/202207/12/20226088	Sentinel Pest Control Inc	196.35	Pest Control - Public Works July 2022
531 50 48 00 Rep & Maint - Storm 534 50 48 01 Rep & Maint - Water Maint 535 50 48 00 Rep & Maint - Sewer Maint 542 30 48 01 Rep & Maint - Street Maint	415 000 531 Storm Drain 425 000 534 Water Fund (der 430 000 535 Sewer Fund (der 101 000 542 City Street Fund	49.09 49.09	Pest Control - PW 07/2022 Pest Control - PW 07/2022 Pest Control - PW 07/2022 Pest Control - PW 07/2022
27294 07/06/202207/12/20226088	Sentinel Pest Control Inc	110.00	Pest Control - City Hall July 2022
518 30 48 02 Rep & Maint - City Hall	001 000 518 General Fund	110.00	Pest Control - City Hall - June 2022
	Total Sentinel Pest Control Inc	306.35	
27111 07/12/202207/12/202210107	Silva, Narriana, MAGIC in the PNW	500.00	Fun Days Performer - MAGIC in the PNW
573 90 49 01 Community Events	001 000 573 General Fund	500.00	Fun Days Performer - MAGIC in the PNW
27214 07/12/202207/12/20224060	Sir Speedy	86.90	Furry 4K Cards (250)
573 90 49 01 Community Events	001 000 573 General Fund	86.90	Furry 4K Cards (250)
27266 07/12/202207/12/20224065	Smith, Alling, P.S.	125.00	Judge Pro-Tempore 6/29/22 (2.5Hrs)
512 50 41 02 Prof Srvs - Pro Temp Judges	001 000 512 General Fund	125.00	Judge Pro-Tempore 6/29/22 (2.5Hrs)
27281 07/12/202207/12/20224065	Smith, Alling, P.S.	125.00	Judge Pro-Tempore 6/30/22 (2.5 Hrs)
512 50 41 02 Prof Srvs - Pro Temp Judges	001 000 512 General Fund	125.00	Judge Pro-Tempore 6/30/22 (2.5 Hrs)
	Total Smith, Alling, P.S.	250.00	
27242 07/12/202207/12/20227749	Sound Uniform Solutions Inc	165.00	Life Saving Pins (5)
521 22 49 01 Uniforms/Clothing/Laundry	001 000 521 General Fund	165.00	Life Saving Pins (5)
27286 07/07/202207/12/20225831	Sprague, David	97.04	07-00069.2 - 1536 COTTONWOOD AVE
343 10 00 00 Storm Drain Fees & Charges	415 000 340 Storm Drain	-26.91	

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343 40 00 00 Sale Of Water	425 000 340 Water Fund (der	-24.30	
343 50 00 00 Sewer Revenues	430 000 340 Sewer Fund (der	-45.83	
27204 07/12/202207/12/20224084	Staples Business Advantage	220.69	Office Supplies - Central, Police, Planning,
518 10 34 01 Central Office Supplies	001 000 518 General Fund	40.77	Office Supplies - Central
521 22 31 00 Office & Oper Sup - Police	001 000 521 General Fund	62.67	Office Supplies - Police
524 20 31 00 Office & Oper Sup-Bldg	001 000 524 General Fund	58.62	Office Supplies - Building
558 60 31 00 Office & Oper Sup-Plan	001 000 558 General Fund	58.63	Office Supplies - Planning
27205 07/12/202207/12/20224084	Staples Business Advantage	75.87	Office Supplies - Police
521 22 31 00 Office & Oper Sup - Police	001 000 521 General Fund	75.87	Office Supplies - Police
	Total Staples Business Advantage	296.56	
27290 07/07/202207/12/20228026	Stevenson, Daniel	143.71	02-00980.0 - 215 CONTRA COSTA AVE
343 10 00 00 Storm Drain Fees & Charges	415 000 340 Storm Drain	-31.86	
343 40 00 00 Sale Of Water	425 000 340 Water Fund (der	-34.84	
343 50 00 00 Sewer Revenues	430 000 340 Sewer Fund (der	-77.01	
27210 07/12/202207/12/20224107	Summit Law Group	64.00	Legal Consulting - PW - May 2022
531 50 41 00 Prof Svcs - Storm	415 000 531 Storm Drain	16.00	Legal Consulting - PW - May 2022
534 10 41 00 Prof Svcs - Water	425 000 534 Water Fund (der	16.00	Legal Consulting - PW - May 2022
535 10 41 00 Prof Svcs - Sewer	430 000 535 Sewer Fund (der	16.00	Legal Consulting - PW - May 2022
542 30 41 00 Prof Svcs - Street	101 000 542 City Street Fund	16.00	Legal Consulting - PW - May 2022
27270 07/12/202207/12/20229888	T-Mobile (Cell Phone Bill)	1,140.62	City Cell Phones & Air Cards - June 2022
513 10 42 00 Communication - Admin	001 000 513 General Fund	39.97	City Cell Phones & Air Cards - June 2022
518 30 42 00 Communication - Fac/Equip	001 000 518 General Fund	89.07	City Cell Phones & Air Cards - June 2022
521 22 42 00 Communication - Police	001 000 521 General Fund	668.95	City Cell Phones & Air Cards - June 2022
524 20 42 00 Communications- Bldg	001 000 524 General Fund	14.84	City Cell Phones & Air Cards - June 2022
531 50 42 00 Communication - Storm	415 000 531 Storm Drain		City Cell Phones & Air Cards - June 2022
534 10 42 00 Communication - Water	425 000 534 Water Fund (der		City Cell Phones & Air Cards - June 2022
535 10 42 01 Communication - Sewer	430 000 535 Sewer Fund (der		City Cell Phones & Air Cards - June 2022
542 30 42 00 Communication - Street	101 000 542 City Street Fund		City Cell Phones & Air Cards - June 2022
558 60 42 00 Communications - Planning	001 000 558 General Fund		City Cell Phones & Air Cards - June 2022
576 80 42 00 Communication - Parks	001 000 576 General Fund	89.07	City Cell Phones & Air Cards - June 2022
27215 07/12/202207/12/20226950	Tacoma Trophy	96.80	P#64 - Replacement Plaque
594 76 62 03 Buildings & Structures	301 000 594 Park Bond Capit		P#64 - Replacement Plague

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27216	07/12/202	2207/12/20226950	Tacoma Trophy	346.50	2022 Rod Run Trophy Plaques (14)
	573 90 49	01 Community Events	001 000 573 General Fund	346.50	2022 Rod Run Trophy Plaques (14)
			Total Tacoma Trophy	443.30	
27314	07/07/202	2207/12/20224322	Tacoma, City of - POWER	4,424.28	Power - Various Locations June 2022
	535 80 47	01 Utility Services/Pumping 01 Utility Services/Pumping	425 000 534 Water Fund (der 430 000 535 Sewer Fund (der	857.87	High/Low Tank, Wells 6, 7 & 8, Weathervane 06/2022 Pump 3, Drake St L/S, Estate Place L/S, Commons L/S Princeton L/S, Alameda L/S 06/2022
		00 Electricity/Street Lights 00 Public Utility Services-Rec	101 000 542 City Street Fund 001 000 571 General Fund		5200 Emerson 06/2022 Rec Center 06/2022
7232	07/12/202	2207/12/20225934	US Bank, City Hall Account	960.72	P Card Purchases through 6/25/22
	511 60 35	00 Small Tools & Equip - Legisl	001 000 511 General Fund	175.99	SAA #1855 Wireless Headphones for Council Meetings
	517 90 31	01 Wellness Program - Supplies	001 000 517 General Fund	9.63	Tableclothes for Picnic in Park Event
	517 90 31	01 Wellness Program - Supplie:	001 000 517 General Fund	46.18	Prizes for Resident Poker Walk
	517 90 31	01 Wellness Program - Supplie:	001 000 517 General Fund	18.05	Picnic in the Park Supplies
	517 90 31	01 Wellness Program - Supplie:	001 000 517 General Fund		Picnic in the Park Supplies
	517 90 31	01 Wellness Program - Supplie:	001 000 517 General Fund		Picnic in the Park Supplies
	518 10 42	01 Postage - Non-Dept	001 000 518 General Fund	179.00	Passport Postage
	518 10 42	01 Postage - Non-Dept	001 000 518 General Fund		Passport Postage
	518 10 42	01 Postage - Non-Dept	001 000 518 General Fund	17.90	Passport Postage
	518 10 42	01 Postage - Non-Dept	001 000 518 General Fund		Passport Postage
	521 22 35	00 Small Tools & Equip - Police	001 000 521 General Fund	174.90	SAA #1856 Wireless Headset - J. Cheesman
7230	07/12/202	2207/12/20228482	US Bank, Police Department Account	408.10	P Card Purchases through 6/25/22
		00 Office & Oper Sup - Police 00 Office & Oper Sup - Police	001 000 521 General Fund 001 000 521 General Fund		When I Work Software Monthly Fee - June 2022 When I Work Software Annual Fee July 2022 - June 2023 (Includes Additional Users)
27231	07/12/202	2207/12/20228483	US Bank, Public Works Dept Account	678.23	P Card Purchases through 6/25/22
	534 10 35 535 10 35 542 30 35 571 10 31 571 10 31	00 Small Tools & Equip - Storm 00 Small Tools & Equip - Water 00 Small Tools-Swr Admin 00 Small Tools & Equip-St Reg 01 Oper Supplies - Rec 04 Janitorial Supplies-Rec Bldg 04 Janitorial Supplies-Rec Bldg	415 000 531 Storm Drain 425 000 534 Water Fund (der 430 000 535 Sewer Fund (der 101 000 542 City Street Fund 001 000 571 General Fund 001 000 571 General Fund 001 000 571 General Fund	38.49 38.49 38.48 76.96 18.68	Monitor Cables (4) & Anti-Fatigue Mats (2) Monitor Cables (4) & Anti-Fatigue Mats (2) Monitor Cables (4) & Anti-Fatigue Mats (2) Monitor Cables (4) & Anti-Fatigue Mats (2) Flag Pole Kit Multi Purpose Drill Brush Cleaning Kit Mops & Cleaning Pads for Rec Center

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	576 20 31 (03 Oper Supplies - Pool	001 000 576 General Fund	16.26	Toilet Repair Part
	576 20 35 0	00 Small Tools & Equip - Pool	001 000 576 General Fund	308.00	Chemical Tester for Pool Water
7269	07/12/202	207/12/20228484	US Bank, Recreation Dept Account	2,301.46	P Card Purchases Through 6/25/22
		01 Oper Supplies - Rec	001 000 571 General Fund	65.90	Ping Pong Paddles (8)
	571 10 31 (01 Oper Supplies - Rec	001 000 571 General Fund	267.04	Tot Gym Toys
	571 10 31 (01 Oper Supplies - Rec	001 000 571 General Fund	102.83	Pickleball Paddles and Balls
	571 10 31 (03 Youth Supplies	001 000 571 General Fund	327.02	Youth Supplies
	573 90 49 0	01 Community Events	001 000 573 General Fund	19.70	Raffle Tickets for Fun Days
	573 90 49 0	01 Community Events	001 000 573 General Fund	17.58	Furry 4K Supplies
	573 90 49 0	01 Community Events	001 000 573 General Fund		Car Show Treats
	573 90 49 0	01 Community Events	001 000 573 General Fund	168.68	Custom Tattoos for Fun Days
	573 90 49 0	01 Community Events	001 000 573 General Fund	148.86	Vinyl Banner for Fun Days
	573 90 49 0	01 Community Events	001 000 573 General Fund		Furry 4K Collapsible Water Bowls (200)
	573 90 49 0	01 Community Events	001 000 573 General Fund		Fun Days Supplies
	573 90 49 0	01 Community Events	001 000 573 General Fund		Daddy Daughter Dance Balloons
	573 90 49 (01 Community Events	001 000 573 General Fund		Daddy Daughter Dance Photo Booth Props
		01 Community Events	001 000 573 General Fund		Sunflower Contest Supplies
	576 20 31 (03 Oper Supplies - Pool	001 000 576 General Fund		Water, Popsicles for Pool Office
		03 Oper Supplies - Pool	001 000 576 General Fund		Ice for Pool Office
		03 Oper Supplies - Pool	001 000 576 General Fund	4.99	Otter Pops for Pool Office
		03 Buildings & Structures	301 000 594 Park Bond Capit	82.51	P#64 Dry Box Monthly Rental June 2022
7311	07/07/202	2207/12/20224172	Union 76 Royal	210.63	Gas / Fuel May & June 2022 (Card Not Working)
	548 65 31 (08 Police Gas	501 000 548 Equipment Rent	210.63	Police 05/2022 & 06/2022 (Card Not Working)
7218	07/12/202	2207/12/20224176	Univar USA Inc	5,192.00	Fluoride For All Wells (2100 Lbs)
	534 80 31 (01 Fluoride	425 000 534 Water Fund (der	5,192.00	Fluoride For All Wells (2100 Lbs)
7227	07/12/202	2207/12/20224179	Unum Life Insurance Company of America	46.80	Retired Benefits - July 2022
	521 22 20 (02 LEOFF I Long Term Care Pre	001 000 521 General Fund	46.80	Retired Benefits - July 2022
7296	07/06/202	207/12/20224180	Utilities Underground	58.42	Locates June 2022
	534 10 49 (00 Miscellaneous - Water	425 000 534 Water Fund (der	29.21	Locates 06/2022
		00 Miscellaneous - Sewer	430 000 535 Sewer Fund (dep		Locates 06/2022
7302	07/06/202	2207/12/20228826	Valooran, Lindsay	67.00	Library Reimbursement - 1 Year
	572 21 49 (00 Library Services	001 000 572 General Fund	67.00	Library Reimbursement - 1 Year

City Of Fircrest

As Of: 07/12/2022

Accts Pay # Received Date Due	Vendor		Amount	Memo
27258 07/12/202207/12/2022339	Villamor, John		14.25	Taser Training - Lunch
521 22 43 00 Travel - Police	001 000 521 Gener	001 000 521 General Fund		Taser Training - Lunch
27309 07/07/202207/12/20223645	7309 07/07/2022 07/12/2022 3645 WEX BANK, Wright Express FSC		727.73	Gas / Fuel June 2022
548 65 31 08 Police Gas	501 000 548 Equip	ment Rent	727.73	Police 06/2022
27267 07/12/202207/12/20229816	Wallace, Krista		67.00	Library Reimbursement - 1 Year
572 21 49 00 Library Services	001 000 572 Gener	al Fund	67.00	Library Reimbursement - 1 Year
27200 07/12/202207/12/20224229	Washington State Patrol		600.00	Access User Fee - 2nd Qtr 2022
521 22 41 03 WACIC/NCIC	001 000 521 Gener	al Fund	600.00	Access User Fee - 2nd Qtr 2022
27209 07/12/202207/12/20224231	Water Mgmt Labs Inc		38.00	Fluoride Test - May 2022
534 80 41 00 Water Testing	425 000 534 Water	Fund (der	38.00	Fluoride Test - May 2022
27264 07/12/202207/12/20224231	07/12/202207/12/20224231 Water Mgmt Labs Inc		313.00	Coliform & Fluoride Testing - June 2022
534 80 41 00 Water Testing	425 000 534 Water	425 000 534 Water Fund (der		Coliform & Fluoride Testing - June 2022
	Total Water Mgmt Labs Inc		351.00	
27225 07/12/202207/12/20224256	Winning Seasons		4,019.95	Youth Baseball Shirts - Players (320) & Coaches (40)
571 20 49 09 Youth Baseball	001 000 571 Gener	al Fund	4,019.95	Youth Baseball Shirts - Players (320) & Coaches (40)
27226 07/12/202207/12/20224256	Winning Seasons		2,257.20	Youth Baseball Hats - Players (320) & Coaches (40)
571 20 49 09 Youth Baseball	001 000 571 Gener	al Fund	2,257.20	Youth Baseball Hats - Players (320) & Coaches (40)
	Total Winning Seasons		6,277.15	
27282 07/12/202207/12/202210035	Zoom Video Communications		39.60	Zoom Monthly Fees - 6/30 - 7/30/22
511 60 35 00 Small Tools & Equip - L	egisl 001 000 511 General Fund		39.60	Zoom Monthly Fees - 6/30 - 7/30/22
		Report Total:	118,942.14	
Fu	nd			
10	001 General Fund62,67101 City Street Fund17,88301 Park Bond Capital Fund9,88			

City Of Fircrest

As Of: 07/12/2022

Accts Pay # Received Date Due	Vendor	Amount Memo
	415 Storm Drain 425 Water Fund (department) 430 Sewer Fund (department) 501 Equipment Rental Fund	3,632.30 10,230.51 2,344.15 12,346.36
This report has been r	eviewed by:	
REMARKS:	Signature & Title	Date

JUNE 21, 2022 FIRCREST CITY COUNCIL MEETING MINUTES – STUDY SESSION 1

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Mayor Brett L. Wittner called the special meeting to order at 6:00 P.M. and led the pledge of allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Joe Barrentine, Nikki Bufford, and Jim Andrews were present. Councilmember Hunter T. George was absent and excused.

AGENDA MODIFICATIONS

There were none.

FOUR CORNERS UPDATE & DISCUSSION

Administrative Services Director Westman provided a brief update on the Four Corners agreement and stated that Pierce County will not be partaking in the agreement. The revised draft interlocal will be sent to the Council to review once it is received by the staff.

FLAG POLICY DISCUSSION

City Manager Pingel briefed the Council on the draft flag policy. Pingel requested Council feedback on proceeding with the flag policy. Discussions included the Boston flag case, the San Jose Flag Policy, and observing the U.S. flag standard. Wittner requested to bring the policy back to a July meeting.

VENDING MACHINES AT THE POOL & COMMUNITY CENTER

Park & Recreation Director Grover briefed the Council on providing vending machines at the pool and community center. Discussions included maintaining clean facilities, location of vending machines, providing healthy options, and commissions to local nonprofit organizations.

ADJOURNMENT

Bufford MOVED to adjourn the meeting at 7:00 P.M., seconded by Barrentine. <u>The Motion Carried (7-0)</u>.

Brett L. Wittner, Mayor

Jayne Westman, City Clerk

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

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

PRESIDING OFFICER'S REPORT

A. Bears of Fircrest

City Manager reported that Leanne Rolling was unable to attend the Council meeting.

CITY MANAGER COMMENTS

A. Summit Water Main Project

City Manager Pingel requested Council feedback for the Summit Water Main and engineering for the 44th Street lift station projects. Pingel stated that the lowest bid received for the Summit Water Main replacement construction bid was \$722,062 and the City intends to utilize ARPA funds for the Summit Water Main Project. There was a consensus to proceed with the Summit Water Main Project and engineering for the 44th Street lift station.

B. Study Session Topics and Schedule

Pingel briefed the Council on topics and dates for the Council strategic planning workshop. Topics include future capital projects and a NewCold presentation. Council requested Pingel to stay in contact with the City of Tacoma regarding the interest in Mullen Street and to hold off on the NewCold presentation. There was a consensus to hold the study session workshop on August 12th, 2022.

DEPARTMENT HEAD COMMENTS

- Chief Cheeseman gave kudos to Grant Writer, Arlette Burkhart, for the Department of Justice's Body Worn Camera grant.
- Public Works Director Bemis briefed the Council on the status of the 44th lift station.
- Parks &Recreation Director Grover reported that the Strawberry Festival was a success. The
 Fircrest Car Show is scheduled for July 3rd, 2022 and there are 100 car preregistrations.
 Grover reported that the pool has been operating at capacity. There was a discussion on
 future pool operations to allow fair and equal access to all residents and non-residents.
- Finance Director Corcoran thanked Mayor Wittner and Pingel for reviewing the State Reports.

COUNCILMEMBER COMMENTS

- Viafore commented on the street sweeping schedule and forming the Investment Committee.
- Reynolds commented on the impacts of COVID on hospitals.
- Barrentine thanked Reynolds, Parks & Rec staff, Kiwanis club, and Fircrest police officers. Barrentine stated that COVID is not over.
- George thanked all staff and stated COVID is not over.
- Bufford stated that the Whittier Park work party is scheduled for July 2, 2022.
- Andrews thanked Judy Schmidtke, Community Events Specialist, for the Strawberry Festival.
- Wittner gave kudos for the Strawberry Festival and encouraged everyone to walk Thelma Gilmur Park.

PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

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

- Louisa Beale, 205 Berkeley Ave, expressed her concern about city code interpretations and definitions.
- Vince Navarre, 1205 Del Monte Ave, expressed his concern about COVID reporting and Council comments.

COMMITTEE, COMMISSION, AND LIAISON REPORTS

A. Parks & Recreation

George reported that the City staff is reviewing bids received for field improvements.

Bufford left the meeting at 8:10 P.M. and returned at 8:12 P.M.

B. Pierce County Regional Council

Reynolds reported that Pierce County Regional Council discussed various topics, including a COVID presentation from the Department of Emergency Management.

Andrews left the meeting at 8:12 P.M. and returned at 8:13 P.M.

C. Public Safety, Courts

Viafore; no report provided.

D. Street, Water, Sewer, and Storm Drain

Barrentine reported that the Claremont traffic mitigation has started. Barrentine stated he will update Council as it progresses and that the Public Works staff are being trained on the new water meter software.

E. Other Liaison Reports

There were no other reports.

CONSENT CALENDAR

Wittner requested the City Clerk read the Consent Calendar: approval of Voucher No. 218146 through Voucher Check No. 218199 in the amount of \$235,885.38; approval of Payroll Check No. 14170 through Payroll Check No. 14170 in the amount of \$190.35; approval of Payroll electronic funds transfer in the amount of \$140,864.61; approval of Voucher electronic funds transfer in the amount of \$158,100.00; Registering no objections to the special event liquor license for Fun Days; Registering no objections to the Shogun Liquor License Renewal; Setting a public hearing on July 12⁻ 2022, at 7:15 pm or thereafter to accept comments on the 6-year Transportation Improvement Plan and; approval of June 14, 2022, Regular Meeting minutes. **Bufford MOVED to approve the Consent Calendar as read; seconded by Barrentine**. Councilmember Andrews requested to remove Accounts Payable 27191: Forterra NW, in the amount of \$9,656.25. The Motion to Approve the Consent NW may be within the terms of the agreement. City Attorney Zimmerman stated that although the terms of the agreement are conflicting, the services were rendered, and enforceable under promissory estoppel. Viafore MOVED to authorize the payment of Accounts Payable 27191:

Forterra NW, in the amount of \$9,656.25; seconded by Reynolds. Wittner invited Councilmember comment; George stated that he would like to maintain the status quo instead of canceling the contract with Forterra. Viafore stated that he would like to see a purchase sales agreement before continuing with Forterra. The Motion Carried (7-0).

PUBLIC HEARING

No public hearing was scheduled.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

A. Informational Only: IAA with Department of Enterprises Energy Program

Public Works Director provided a brief overview of the proposed interagency agreement with the Department of Enterprise Services to assist in pursuing an energy efficiency grant through the Department of Commerce. Discussions included termination fees and language, qualifying for the grant, and the current inadequate HVAC system.

EXECUTIVE SESSION

At 8:42 P.M. Wittner reported that the Council would take a five-minute recess and convene into Executive Session, not to exceed thirty (30) minutes, to discuss labor negotiations per RCW 42.30.140 (4)(b).

ADJOURNMENT

Bufford MOVED to adjourn the meeting at 9:35 P.M., seconded by Reynolds. <u>The Motion</u> <u>Carried (7-0)</u>.

Brett L. Wittner, Mayor

Jayne Westman, City Clerk

FIRCREST CITY COUNCIL PUBLIC HEARING

DATE: 7/12/2022		
NEW BUSINESS:	2023-2028 Six-Year Transportation Plan	
ITEM: 11A		
FROM:	Tyler Bemis, Public Works Director	
RECOMMENDED M	OTION: No Motion. Public Hearing Only.	

PROPOSAL: This is a public hearing on the draft 2023-2028 Six-Year Transportation Improvement Plan (TIP). Attached is a copy of the draft TIP. At the conclusion of the public hearing, staff requests Council's deliberation and consideration of the draft TIP. Once the input of the City Council and the public has been obtained, staff will prepare the TIP for formal consideration and adoption at the next regularly scheduled City Council meeting.

FISCAL IMPACT: None at this time. This is a planning document and therefore is not anticipated to have any significant, direct fiscal impact. The projects within the TIP have a significant fiscal impact, however, these will be evaluated separately through the budget and project review and approval processes.

ADVANTAGE: The adoption of a Six-Year transportation Improvement Plan (TIP) will ensure compliance with the requirements relative to an annual, public participatory transportation improvement planning process as dictated by State statute. The TIP will become a guidance document throughout the budgetary planning process and will also serve as the adopted priority array of projects to be completed in the future. The TIP will be referenced by other jurisdictions and will be included in regional and State planning documents as well. The TIP will also provide staff with a guidance document to apply for grant opportunities and/or loans in the future as opportunities arise. The TIP can be modified at any time during the year as conditions and priorities change.

DISADVANTAGES: None known.

ALTERNATIVES: The City Council has the authority to revise the priority ranking of any of the projects. The City Council may also add projects, delete projects, or modify projects contained within the TIP.

HISTORY: Each year, all cities, towns, and other jurisdictions are required to review and update their respective transportation improvements plans. This requirement provides the framework for jurisdictional coordination of planning documents as well as the ability to compile individual plans into regional plans for the purpose of determining State, regional and local transportation needs. Prior to the adoption of a new TIP, jurisdictions are required to conduct a public hearing on this subject in an effort to include the input of the public at large. This agenda bill is intended to assist in the public hearing requirement of the adoption process.

Chapter 35.77.010 of the Revised Code of Washington (RCW) provides that each city shall annually update its Six-Year Comprehensive Transportation Program and file a copy of the

adopted Program with the Secretary of the Washington State Department of Transportation (WSDOT) each year. The Program is necessary to allow cities and counties to obtain State and Federal funding. For a project to obtain funding from the State, it must appear in the agency's current Program. Because the State also disperses federal highway funds, this requirement applies to federally funded projects as well.

RCW 35.77.010 also requires each city to specifically set forth those projects and programs of regional significance for inclusion in the transportation improvement program for that region. There are no projects included in this TIP which are considered regionally significant.

The TIP is based upon anticipated revenues versus desirable projects. There are always more projects than available revenues. Therefore, a primary objective of the TIP is to integrate the two to produce a comprehensive, realistic program for the orderly development and maintenance of our street system.

Several important points must be considered during the review of the proposed Program. The early years of the TIP are fairly definite in that it can be assumed that those projects will be constructed as scheduled, pending anticipated funding received. Projects in the later years are more flexible and may be accelerated, delayed, or canceled as funding and conditions change.

It is also important to note that the adoption of the TIP does not irreversibly commit the City of Fircrest to construct the projects. A project may be canceled at any time during study or design. The usual reasons for canceling a project are that it is environmentally unacceptable or contrary to the best interests of the community. The TIP may at any time be revised by a majority vote of the City Council, but only after a public hearing.

ATTACHMENT: <u>TIP Draft</u>

CITY OF FIRCREST

2023-2028 Transportation Improvement Program Draft

ACKNOWLEDGEMENTS

Fircrest	City	Cour	icil
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Brett L. Wittner, Mayor Joe Barrentine, Mayor Pro Tempore David M. Viafore Shannon Reynolds Hunter T. George Nikki Bufford Jim Andrews

City Manager

Scott Pingel

Public Works

Tyler Bemis, Director Jeff Davis, Utility Foreman Jim Marzano, Utility Service Person II Russ Parsons, Utility Service Person II Tim Piercy, Utility Service Person II Vacant, Utility Service Person II Vicky Walston, Utility Billing Clerk Holly Veliz, Utility Billing Assistant

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Preface

Chapters 35.77.010 of the Revised Code of Washington (RCW) provide that each city shall annually update its Six-Year Comprehensive Transportation Program and, after a public hearing thereon, file a copy of the adopted Program with the Secretary of the Washington State Department of Transportation (WSDOT) by July 1 of each year. The Program is necessary to allow cities and counties to obtain State and Federal funding. For a project to obtain funding from the State, it must appear in the agency's current Program. Because the state also disperses federal highway funds, this requirement applies to federally funded projects as well.

RCW 35.77.010 also requires each city to specifically set forth those projects and programs of regional significance for inclusion in the transportation improvement plan for that region. There are no projects included in this Program that are considered regionally significant.

The Program is based upon anticipated revenues versus desirable projects. There are always more projects than available revenues. Therefore, a primary objective of the Program is to integrate the two to produce a comprehensive, realistic program for the orderly development and maintenance of our street system.

Several important points must be considered during the review of the proposed Program. The early years of the Program are fairly definite; that is, it can be assumed that those projects will be constructed as scheduled. Projects in the later years are more flexible and may be accelerated, delayed, or canceled as funding and conditions change.

It is also important to note that the adoption of the Program does not irreversibly commit the City of Fircrest to construct the projects. A project may be canceled at any time during study or design. The usual reasons for canceling a project are that it is environmentally unacceptable or contrary to the best interests of the community. The Program may be revised at any time by a majority vote of the City Council, but only after a public hearing.

Non-Discrimination

The City of Fircrest assures that no person shall, on the ground of race, color, national origin, handicap, sex, age, or income status as provided by Title VI of the Civil Rights Act of 1964 and subsequent authorities, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity.

GRANT APPLICATIONS AND LEVERAGING LOCAL DOLLARS

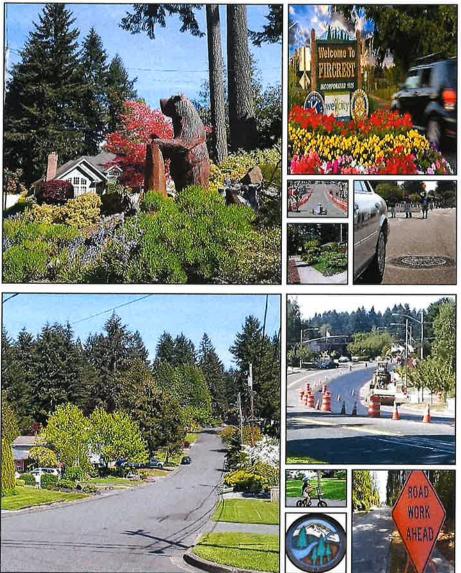
The need to leverage local dollars through grant applications is very important to the City, especially considering the decrease in funding available for transportation-related capital improvements. The intent of this program is not only to list and program projects for funding but to establish City Council approval to submit grant applications on those projects contained in the Program.

ABOUT THE CITY OF FIRCREST

The City of Fircrest is a non-charter code city, operating under a Council-Manager form of government, with an annual General Fund budget of \$7.9 million and a total budget of over \$26 million. Fircrest is a full-service city, providing a wide range of services, including police and fire protection, animal control, emergency medical aid, building safety regulation and inspection, street lighting, land use planning, and zoning, housing and community development, full range of recreational and cultural programs, traffic safety maintenance and improvement, and maintenance and improvement of streets, water, sewer, and storm.

Fircrest is a vibrant community that offers the perks of small suburb town life with major urban cities nearby. Incorporated as a town in 1925 and as a city in 1990, Fircrest is centrally located just 32 miles south of the City of Seattle and 31 miles north of the state capital. Covering 1.58 square miles, Fircrest started as the first master-planned community in the state of Washington. With over 30 chain saw sculptures, six beautiful parks, an urban forest of Fir trees, and friendly, active neighborhoods, Fircrest has earned its title as "The Jewel of Pierce County" and is known as a residential oasis nestled between the cities of Tacoma and University Place. The City is home to the Fircrest Golf Club, a 160-acre, an 18-hole golf course that has stood the test of time for more than 94 years and fits perfectly among the premier private golf clubs in the Puget Sound region.

Home to 6,835 residents, Fircrest has a strong local history and residents who are active and passionate in the community. The City operates and maintains 27.1 acres of land providing a range of active and passive recreational opportunities and community events. The City continues to work hard to keep its reputation as a quiet, residential community with attractive, livable neighborhoods and fine recreational facilities and setting the standard for community-oriented policing. Fircrest is planning for additional growth in the future that will continue to shape the character of the community. As growth occurs, there are characteristics that residents would like to retain, such as Fircrest's green character; a safe, friendly, and sustainable community; and some physical remnants of the past as reminders of its early history.



FUNDING SOURCES

Motor Vehicle Fuel Tax Funds

By law, each city receives a proportionate share of the total state motor vehicle fuel tax. Money received is a monthly allocation based on population. In the City's 2021 budget, it is anticipated that revenue received from the state gas tax for the Street Fund will be \$144,220 in FY 2021. This is the same as anticipated to be received in 2022 and therefore should be relatively accurate.

Transportation Improvement Board

The Washington State Transportation Improvement Board (TIB) funds high-priority transportation projects in communities throughout the state to enhance the movement of people, goods, and services. TIB is an independent state agency, created by the Legislature, which distributes and manages street construction and maintenance grants to 320 cities and urban counties throughout Washington State. Funding for TIB's grant programs comes from revenue generated by three cents of the statewide gas tax.

The TIB has several statewide competitive programs which use criteria developed by the TIB for the prioritization of projects. The three TIB programs in which the City of Fircrest can compete are as follows:

- Urban Corridor Program (UCP)
 This program is for transportation projects with a primary emphasis on public/private cooperation and economic development.
- Urban Arterial Program (UAP)

This program is for arterial street construction with a primary emphasis on safety and mobility. This program is being utilized to apply for funding to Grind and Overlay southbound So Orchard St from Regents to the City line.

• Active Transportation Program (ATP)

This program is for the improvement of pedestrian safety, and to address pedestrian system continuity and connectivity. The City has applied for grants from both the SRTS Program and PBP for funding of sidewalk installations on westbound 44th St W from Rainier Dr to 67th Ave W and southbound Alameda Ave from Emerson to Fircrest Greens across from 42nd St W

City Funding Sources

Recent funds from the sale of the City's power utility have been used to fund capital projects in the City's Street Fund. There are not sufficient funds in this source to fully fund the projects included in the Six-Year Program, however, the City will consistently apply for grant funding in order to use as little of this fund as possible to maintain a healthy reserve to get through tough economic times.

Real Estate Excise Taxes

The City can also use the Real Estate Excise Tax it receives for funding, in whole or in part, any capital project associated with the work identified in this plan.

Washington State Department of Transportation

- Safe Routes to School / Pedestrian Bicyclist Program
- Traffic Safety Near Schools Program This program is for the improvement of safety for children traveling to and from school.

Surface Water Management Program

The City's Stormwater Management Program (SWMP) pays for all drainage facilities constructed in conjunction with street improvements. The revenue from SWM is directly related to the number of capital improvement projects constructed. Because there will be little impact to storm drainage facilities resulting from the projects proposed in the Six-Year Transportation Improvement Program, only a minor amount of funding is expected from this source.

CONSISTENCY WITH LAND USE MANAGEMENT PLAN

The State's Growth Management Act (GMA) requires local governments to develop and adopt comprehensive plans covering land use, housing, capital facilities, utilities, and transportation. These comprehensive plans must balance the demands of growth with the provision of public facilities and services and transportation facilities and services. The City of Fircrest was required to develop and adopt a comprehensive plan that is in conformance with the requirements of the GMA.

The City of Fircrest has, as part of its Comprehensive Plan, Transportation Goals and Policies. The projects in the Six-Year Comprehensive Transportation Improvement Program are intended to conform to the goals and policies within the City's Comprehensive Plan.

TABLE 1: 2023-2028 TRANSPORTATION FACILITY IMPROVEMENTS

Alameda Ave: Emerson St to Rosewood Ln

(curb/gutter, sidewalk - east side) Emerson St: Woodside Dr to 67th St

(sidewalks, retaining walls)

9

10

Transportation Facility Improvements 2023 2024 2025 2026 2027 2028 **Capital Appropriations** Major Pavement Patching: Citywide Ś \$ 100,000 \$ 100,000 1 100.000 \$ 100.000 \$ 100,000 100,000 Ś **Grind and Overlays** 2 Regents Blvd: Alameda Ave to 67th Ave \$ \$ 760,000 82,000 1/2 Street Orchard St/Regents Blvd to end of Right-of Way 3 Ś 250,000 4 1/2 Street Orchard St/Stanford to Regents Blvd \$ 180,000 **Roadway Improvements** 5 Buena Vista Ave: 1300 block \$ 75,000 Berkeley Ave: 1300 block 6 Ś 75,000 (curb/gutter and overlay) Pedestrian, Non-Motorized / Active Transportation Program Alameda Ave: 44th to Emerson St 7 \$ 255,000 (curb/gutter, sidewalk - west side) 44th St: 67th Ave to 60th Ave 8 \$ 1,129,000 (curb/gutter, sidewalk - north side)

\$

53,000

\$

400,000

Total Capital Appropriations \$ 1,619,000 \$ 1,260,000 \$ 350,000 \$ 280,000 \$ 250,000 \$

City of Fircrest Six-Year Comprehensive Transportation Improvement Program (2023 to 2028)

600,000 \$ 3,759,000.00

TOTAL

600,000.00

842,000.00

250,000.00

180,000.00

75,000.00

75,000.00

\$ 255,000.00

\$ 1,129,000.00

\$ 500,000.00

453,000.00

\$

\$

\$

\$

\$

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\$ 500,000

FIGURE 1: 2023-2028 PROJECTS MAP

As listed in Table 1, Map 1 illustrates the transportation facility improvements for the 2023-2028 Six-Year Transportation Improvement Program planned for the City of Fircrest. Below is a brief description of the work for these projects.

Grind and Overlay

A grind and overlay project consists of grinding the existing pavement down a few inches and overlaying the roadway with a new wearing surface. This is a way to preserve the existing roadway and provide a new wearing surface and seal the roadbed.

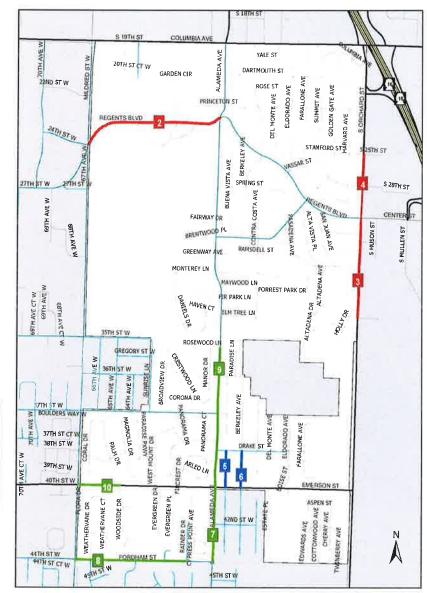
Roadway Improvements

This is a reconstruction of the existing roadway. The roadbed is removed and replaced with new material and a new pavement section. This work also includes replacing or adding curb and gutters and sidewalks along both sides of the roadway or where they do not exist.

Pedestrian, Non-Motorized

This improvement is typically the construction of a new curb and gutter and sidewalk improvement. This will add new sidewalks where there presently is no sidewalkand complete gaps in sidewalks. This also potentially provides for bike lanes along designated routes.





FIRCREST CITY COUNCIL AGENDA SUMMARY

DATE: 7/12/2022

NEW BUSINESS:	Preliminary Grant Application to the Department of Enterprise Services,
	Energy Program
ITEM: 12A.	
FROM:	Tyler Bemis, Public Works Director

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

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

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

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

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

There are three potential outcomes of the investment grade audit;

1. If the City does not have energy efficiency measures that meet the cost-effectiveness criteria, then there is no cost to the City.

2. If the ESCO identifies cost-effective measures and the City does not proceed, then the City will have to reimburse for the audit and pay a termination fee to DES.

3. If the ESCO identifies cost-effective measures and the City proceeds, an energy services proposal is presented. The energy services proposal outlines the maximum guaranteed construction cost and guaranteed equipment performance.

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

ADVANTAGE: Higher efficiency HVAC systems with potential for cleaner circulated air. Potential for reduced maintenance costs on new equipment. Department of Enterprise Services provides all contracting and project management services to include measurement and verification services. Measurement and verification services are used to verify that energy and utility savings are achieved as prescribed by the ESCO. This would also help the City comply with the Clean Buildings Act and Washington State Energy Strategy, as future regulations will move initiatives to become less dependent on fossil fuels.

DISADVANTAGES: None.

ALTERNATIVES: Do not continue through the process of applying for the Energy Grant Program and identify alternative funding to update HVAC systems.

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

ATTACHMENTS: Resolution Agreement

1 2	CITY OF FIRCREST RESOLUTION NO			
2 3	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF			
4	FIRCREST, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERAGENCY AGREEMENT			
5	WITH THE DEPARTMENT OF ENTERPRISE SERVICES, ENERGY PROGRAM.			
6 7	WHEREAS, the City of Fircrest has aging HVAC Systems that have met their useful lifecycle; and			
8 9	WHEREAS, the City utilizes a contractor for HVAC maintenance and repairs that has worked on various pieces of HVAC equipment over the years; and			
10	WHEREAS, the City wishes to hire an Energy Services Company to audit the City's			
11	HVAC Systems to increase the chances of receiving a Department of Enterprise Services Energy Grant; Now, Therefore,			
12	BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:			
13	Section 1. The City Manager is hereby authorized and directed to execute an Interagency			
14	Agreement with the Department of Enterprise Services, Energy program.			
15	Section 2. This resolution shall become effective upon adoption.			
16	APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 12th day of July 2022.			
17 18	APPROVED:			
18 19				
20				
21	Brett L. Wittner, Mayor			
22	ATTEST:			
23				
24	Jayne Westman, City Clerk			
25	APPROVED AS TO FORM:			
26				
27	Hillary J. Evans, City Attorney			
28				
29	Page 1 of 1			
30 21				
31				

State of Washington ENERGY PROGRAM Department of Enterprise Services P.O. Box 41476 Olympia, WA 98504-1476	INTERAGENCY AGREEMENT		
	IAA No.:	К7716	
CITY OF FIRCREST 115 Ramsdell Street Fircrest, WA 98460	Date:	July 7, 2022	

INTERAGENCY AGREEMENT

BETWEEN

CITY OF FIRCREST

AND

WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES

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

RECITALS

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

AGREEMENT

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

1. **TERM**. The term of this *Agreement* commences on the date of the last signature and ends **December 31, 2026**.

2. STATEMENT OF WORK.

- A. ENERGY PROGRAM. Energy Program agrees to provide the following Services:
 - i. Upon request by Client Agency for energy services for a specific Energy/Utility Conservation Project(s), the Parties shall execute an amendment to this *Agreement* to specify the project and associated project management fees as set forth by Attachment B. Enterprise Services shall furnish necessary personnel and services as specified and set forth in Attachment A, *Project Management Services Scope of Work*.
 - ii. Assist in Dispute Resolution. Dispute resolution is an ongoing process throughout the project. However, this assistance does not include formal dispute resolution, arbitration or legal advice or representation in any legal action, and does not include legal fees and costs related to any dispute. Formal dispute resolution begins when a written claim is received demanding arbitration or other legal process is received. All formal dispute fees and costs will be borne separately by Client Agency. The Attorney General cannot and will not represent or advise a non-state agency.
- B. CLIENT AGENCY. Client Agency agrees to the following:
 - i. Will conform to the protocols of this Agreement, including Enterprise Services' General Conditions for Washington State Energy Savings Performance Contracting ("General Conditions"), and as supplemented.
 - ii. Will conform to the requirements of the *General Conditions* for timely processing and approval of agreed upon changes to construction contracts involving cost, and for payment.
 - iii. Will conform to the following guidelines for communications between Client Agency, Enterprise Services and ESCOs (Energy Services Company) through the design, construction and post-construction phases as outlined below:
 - a) Communications between Client Agency, Energy Program Project Manager ("PM") and ESCO shall go through the PM. The PM may authorize exceptions for specific projects or situations. The PM may authorize the ESCO to communicate directly with Client Agency personnel to expedite the design and to avoid communication delays. This action does not authorize additional work, change in scope, or exclude copying all communications between ESCO and Client Agency to the PM.
 - b) All drawings, specifications, reports, and project correspondence must contain the State Project Number and suffix.
 - The State Project Number consists of the fiscal year and a numerical sequence number, for example 2018-024, followed by an alphabetical suffix.

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

3. COMPENSATION AND REQUIREMENTS.

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

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

4. INVOICES AND BILLING.

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

Email: spingel@cityoffircrest.net

- 5. AGREEMENT MANAGEMENT. The parties hereby designate the following Agreement administrators as the respective single points of contact for purposes of this Agreement, each of whom shall be the principal contact for business activities under this Agreement. The parties may change administrators by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:
 - Enterprise Services Attn: Amy Kim Energy Project Manager Energy Program Washington Dept. of Enterprise Services PO Box 41476 Olympia, WA 98504-1476 Tel: (360) 480-0022 Email: amy.kim@des.wa.gov

Client Agency

Attn: Scott Pingel City Manager City of Fircrest 115 Ramsdell Street Fircrest, WA 98460 Tel: (253) 564-8901 Email: spingel@cityoffircrest.net Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

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

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

6. **RECORDS**.

- A. AGREEMENT AVAILABILITY. Prior to its entry into force, this *Agreement* shall be posted on the parties' websites or other electronically retrievable public source as required by RCW 39.34.040.
- B. RECORDS RETENTION. Each party shall maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the services. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this *Agreement* or final payment for any service placed against this *Agreement*, whichever is later; Provided, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- C. OWNERSHIP. Records and other information, in any medium, furnished by one party to this *Agreement* to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third party without first providing notice to the other party and allowing ten (10) business days in which to file, at its sole expense, a motion seeking a protective order, or other legal action. Each party will utilize reasonable security procedures and protections to assure that records and information provided by the other party are not erroneously disclosed to third parties.
- D. PUBLIC RECORDS. This Agreement and all related records are subject to public disclosure as required by RCW 42.56, the Public Records Act (PRA). Neither party shall release any record that would, in the judgment of the party, be subject to an exemption from disclosure under the PRA, without first providing notice to the other party and allowing ten (10) business days in which to file, at its sole expense, a motion seeking a protective order, or other legal action.
- 7. **RESPONSIBILITY OF THE PARTIES**. Each party to this *Agreement* assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third party claims.
- 8. **DISPUTE RESOLUTION.** The parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this *Agreement* as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this *Agreement* while attempting to resolve any such dispute. If, however, a dispute persists regarding this *Agreement* and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall produce its description of the dispute in writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot

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

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

10. GENERAL PROVISIONS.

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

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

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

STATE OF WASHINGTON DEPARTMENT OF ENTERPRISE SERVICES

Ву:	By:	
Name:	Name:	Kirsten G. Wilson, PE
Title:	Title:	Energy Program Manager
Date:	Date:	

ATTACHMENT A

PROJECT MANAGEMENT SERVICES SCOPE OF WORK

Energy/Utility Conservation Projects

Statewide Energy Performance Contracting Program

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

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

ATTACHMENT B

PROJECT MANAGEMENT FEE SCHEDULE

2021-23 Interagency Reimbursement Costs for Project Management Fees to Administer Energy/Utility Conservation Projects

	PROJECT	
TOTAL PROJECT VALUE	MANAGEMENT FEE	TERMINATION FEE
5,000,0016,000,000	\$68,800	25,700
4,000,001 5,000,000	67,700	25,400
3,000,001	66,700	25,000
2,000,001	62,500	23,400
1,500,001 2,000,000	58,300	21,800
1,000,001 1,500,000	51,600	19,300
900,001 1,000,000	43,800	16,400
800,001 900,000	41,300	15,400
700,001 800,000		14,400
600,001 700,000		13,700
500,001 600,000		12,600
400,001 500,000	30,200	11,300
300,001 400,000	25,800	
200,001 300,000	20,700	7,700
100,001 200,000	14,400	5,400
50,001 100,000		3,500
20,001 50,000	4,200	2,000

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

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

ATTACHMENT C

MEASUREMENT & VERIFICATION SERVICES SCOPE OF WORK

Energy/Utility Conservation Projects

Statewide Energy Performance Contracting Program

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

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

FIRCREST CITY COUNCIL AGENDA SUMMARY

MEETING DATE: July 12, 2022

AGENDA ITEM: 13A Approval of Reimbursement Agreements with the Administrative Office of the Courts for Fircrest

FROM: Samantha Olivarez, Court Administrator

RECOMMENDED MOTION: I move to adopt Resolution No. _____ authorizing the City Manager to execute the Interlocal Agreement IAA23729 with the State of Washington Administrative Office of the Courts reimbursing the City for costs incurred due to the Blake decision.

PROPOSAL: Council is being asked to adopt a resolution authorizing the City Manager to execute an Interlocal Agreement IAA23729 with the State of Washington Administrative Office of the Courts reimbursing the City for costs incurred due to the Blake decision finding the state's simple drug possession law (RCW 69.50.4013(1)) unconstitutional.

FISCAL IMPACT: None. By entering into the Agreement, the Court will be able to request reimbursements for costs incurred between February 25, 2021, to June 30, 2023.

ADVANTAGE: The Interlocal agreement distributes funds authorized by the State Legislature to address the after-effects of the State v Blake decision. The agreement allocates to Fircrest \$45,361 for costs associated with resentencing and vacating the sentences of defendants affected by Blake. This agreement also allocates \$39,176 to be used to reimburse legal financial obligations paid by the defendants.

DISADVANTAGES: None.

HISTORY: On February 25, 2021, the Washington Supreme Court issued a decision declaring that simple possession of the controlled substance statute violates the due process clause and was therefore unconstitutional. Due to this ruling, case known as *State v. Blake*, individuals convicted of drug possession statute RCW 69.50.4013(1) on or before February 25, 2021, would be eligible to have their conviction vacated and the fees/ fines reimbursed.

The State budgeted funds to help municipalities comply with the Blake decision in two ways.

First, this agreement will assist with reimbursing judicial, prosecutorial, or defense-related costs of resentencing and vacating the sentences of defendants whose convictions or sentences in municipal court are affected by the State v. Blake decision. Secondly, this agreement allows for legal financial obligations reimbursement to defendants whose convictions or sentences in municipal Court are affected by the State v. Blake decision

Attachment(s):	Resolution	
	Agreement	
	Information Sheet	

1 2	CITY OF FIRCREST RESOLUTION NO		
3	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, AUTHORIZING		
4	THE CITY MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT IAA23729 WITH THE		
5 6	STATE OF WASHINGTON ADMINISTRATIVE OFFICE OF THE COURTS FOR FIRCREST AND RUSTON MUNICIPAL COURTS		
7	WHEREAS, the Fircrest Municipal Court wishes to participate in the Blake		
8 9	decision reimbursement programs through the State of Washington Administrative Office of the Courts; Now, Therefore		
10	BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:		
11	Section 1. The City Manager is authorized and directed to execute the Interlocal		
12 13	Agreement IAA23729 with the State of Washington Administrative Office of the Courts.		
14	APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF		
15	FIRCREST, WASHINGTON, at a regular meeting thereof this 12 th day of July 2022.		
16	APPROVED		
17			
18	Brett L. Wittner, Mayor		
19	ATTEST:		
20			
21	Jayne Westman, City Clerk		
22 23	APPROVED AS TO FORM:		
23 24			
25	Hillary J. Evans, City Attorney		
26			
27			
28			
29			
30	Page 1 of 1		
31			

INTERAGENCY REIMBURSEMENT AGREEMENT IAA23729 BETWEEN WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS AND FIRCREST

THIS REIMBURSEMENT AGREEMENT (Agreement) is entered into by and between the Administrative Office of the Courts (AOC) and FIRCREST , for the purpose of reimbursing FIRCREST (City) for extraordinary costs of resentencing and vacating sentences under *Blake* and for the cost of refunding legal financial obligations (LFOs) under the *Blake* decision.

1. PURPOSE

The purpose of this Agreement is to provide reimbursements to assist Cities and Municipal Courts with extraordinary judicial, prosecutorial, or defense-related costs of resentencing and vacating the sentences of defendants whose convictions or sentences in are affected by the *State v. Blake* decision, and to provide reimbursements to assist Cities and Municipal Courts who have reimbursed or will reimburse LFOs to defendants whose convictions or sentences in Municipal Court are affected by the *State v. Blake* decision.

2. REIMBURSEMENT

- A. <u>Extraordinary Expenses Reimbursement</u>. AOC shall reimburse the City up to a maximum of 45,361 for extraordinary judicial, prosecutorial, or defense-related costs of resentencing and vacating the sentences of defendants whose convictions or sentences are affected by the *State v. Blake* decision incurred during the period of February 25, 2021 to June 30, 2023. No reimbursement will be made under this Agreement for resentencing or vacation costs incurred after June 30, 2023, and any reimbursement requests in excess of this amount will be denied. If additional funding is appropriated by the Legislature for these purposes, the amount of reimbursement under this Agreement may be increased by agreement of the parties.
- B. <u>LFO Reimbursement</u>. AOC will reimburse the City up to a maximum of 39,176 for payments made by the City during the period February 25, 2021 to June 30, 2023 pursuant to court order which required reimbursement by the State of Washington of legal and financial obligations. No reimbursement will be made under this Agreement for resentencing or vacation costs incurred after June 30, 2023, and any reimbursement requests in excess of this amount stated in this Section 2 (b) will be denied. If additional funding is appropriated by the Legislature for these purposes, the amount of reimbursement under this Agreement may be increased by

agreement of the parties. Nothing in this Agreement requires the City to make payments pursuant to a court order when the funds available for reimbursement are less than the amount of the payment.

C. <u>General</u>. AOC shall provide reimbursement to the City for approved and completed reimbursements by warrant or account transfer within 30 days of receipt of a properly completed A-19 invoice and the completed data report as required below.

3. PERIOD OF PERFORMANCE

Performance under this Agreement begins **July 1, 2022**, regardless of the date of execution, and ends on **June 30, 2023**. The period of performance may be amended by mutual agreement of the parties if the Legislature provides additional funding or time for these purposes.

4. TERMS OF REIMBURSEMENT

- a) The City shall request reimbursement as follows:
 - The City will submit its A-19 invoices monthly to <u>payables@courts.wa.gov</u>. A-19 invoices submitted under this agreement must include:
 - a. Payment documents from the City indicating the amounts expended, the recipients, and the date of expenditure.
 - b. Sufficient information to allow AOC to determine that the costs reimbursed are extraordinary judicial, prosecutorial, or defense-related costs of resentencing and vacating the sentences of defendants whose convictions or sentences are affected by the *State v. Blake*.
 - c. Proper coding for expenses under both 2.A. and B. ForFIRCREST , expenses under 2.A. must be coded **40021070**, and reimbursement under 2.B. must be coded **40022090**.
 - 2. The City shall provide a monthly report to AOC that must contain at a minimum:
 - a. A list of any case numbers associated with the services provided;
 - b. A breakdown of expenses by judicial, prosecutorial, and defenserelated costs;
 - c. The amount of LFOs reimbursed, with the case number associated with that amount.
 - d. Any positions supported by these funds, broken down by judicial, prosecutorial, and defense-related positions; and
 - e. Data, including case numbers and aggregate data on the number and type of cases:
 - i. Vacated under *Blake*;

- ii. Resentenced under *Blake*; and
- iii. Being worked on under *Blake*.
- b) By May 1, 2023, the City agrees to report any allocated funds under either 2. A. or B. that it will be unable to spend during the term of the contract, or any additional funds it anticipates needing during the term of the contract should additional funds become available. AOC reserves the right to reallocate funds that are reported to be unable to be spent.

5. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by agreement of the parties. Such amendments are not binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement must be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. This Agreement; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

7. WAIVER

A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

8. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

9. AGREEMENT MANAGEMENT

The program managers noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	City Program Manager
Chief Financial and Management Officer PO Box 41170 Olympia, WA 98504-1170 christopher.stanley@courts.wa.gov	FIRCREST Court Administrator 115 Ramsdell St Fircrest, WA 98466 spingel@cityoffircrest.net 253-564-8922

10. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement are considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:

Administrative Off	ice of the Courts	FIRCREST	
Signature	Date	Signature	Date
Name		FIRCREST Name	
Title		City Manager Title	

AGENCY NAME

VENDOR OR CLAIMANT (Warrant is to be payable to)

Office of the Administrator for the Courts

FORM **A 19-1A** (Rev. 5/91)

INVOICE VOUCHER

	AGENCY USE ONLY												
AGENCY NO.	LOCATION CODE	P.R. OR AUTH. NO.											

INSTRUCTIONS TO VENDOR OR CLAIMANT: Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.

Vendor's Certificate: I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status.

(SIGN IN INK)

(TITLE)

ΒY

(DATE)

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Municipalities and Blake Funding

Christopher Stanley, CGFM – Chief Financial and Management Officer, AOC May 17, 2022

What the Legislature Provided:

"\$11,500,000...is provided solely to assist cities with costs of complying with the *State v. Blake* ruling that arise from the city's role in operating the municipal criminal justice system..."

"\$10,000,000...is provided solely to establish a legal financial obligation aid pool for cities to refund legal financial obligations and collection costs previously paid by defendants whose convictions have been vacated by court order due to the *State v. Blake* ruling."



How is Funding Distributed?

Reimbursable contracts will be issued by the Administrative Office of the Courts to 112 cities by mid-June.

Contracts will specify a maximum amount to be reimbursed – this approach allows each city to share in the pool according to a calculated share.



The same methodology used to calculate county LFO distributions last August is the same methodology used for the cities' LFO pool: A 10year average of LFOs paid between 2007-2016.

Assuming that LFOs roughly translate to total caseload, those same proportions are used to distribute the \$11.5M of vacating and resentencing funds.



What if my City Isn't on the List?

AOC is holding back \$500,000 from each of the pools in case other cities that did not initially receive a contract have costs that qualify for reimbursement.

After January 2023, these funds will also be used to provide reimbursements to cities that hit their maximum contracted amounts and need additional funds for reimbursement*.

*To date, no contracted entity has exceeded their contracted Blake amount.



Eligible Expenses



Regarding the costs of vacating and resentencing:

"The office shall contract with cities for judicial, clerk, prosecution, and defense expenses for these purposes." – page 19, lines 34-35, 2022 Supplemental Budget



Direct Refund Bureau Coming

Reminder: The Legislature provided funding for AOC to stand up a direct refund bureau so that qualifying individuals could apply directly to AOC for their refund. These individuals will need to be certified by municipal administrators prior to payment.

A workgroup has been established to deal with the mechanics of implementing this bureau.

Target date of implementation: July 1, 2023







If you think of a question after the webinar ends, please feel free to contact me:

Christopher Stanley Office: 360-357-2406

Christopher.Stanley@courts.wa.gov



FIRCREST CITY COUNCIL AGENDA SUMMARY

DATE: 7/12/2022

NEW BUSINESS:44th St W and 67th Ave W Lift Station Upgrade Project Consultant
AgreementITEM: 13BFROM:Tyler Bemis, Public Works Director

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute of professional services agreement with Casey Civil PLLC for final design and bid call services for the 44th St W and 67th Ave W Lift Station Upgrade Project in the amount of \$116,676.00.

PROPOSAL: The Council is being asked to authorize the City Manager to execute approve the selection of Casey Civil PLLC for engineering services for upgrading the Sewer Lift Station at 44th St W and 67th Ave W.

FISCAL IMPACT: Fiscal impact for engineering services is \$116,676. City staff will take on project management tasks in order to reduce the overall cost of engineering services.

ADVANTAGE: Casey Civil has the necessary expertise, skills and experience with the City's Sewer infrastructure to meet and exceed the requirements of this project.

DISADVANTAGES: The costs of the project.

ALTERNATIVES: Not to proceed with project design at this time.

HISTORY: The Sewer Lift Station at 44th St W and 67th Ave W is the last of the City's 7 Lift Stations to be upgraded. It is the only Lift Station that does not have current SCADA or emergency backup power. As of late, this Lift Station has experienced a failure that was quickly resolved. The cause of the failure stemmed from power loss. Additionally, one of the two pumps are currently not working and awaiting repair parts. Public Works put this project out to RFP and received proposals from Casey Civil PLLC, Parametrix Inc. and ER Electrical Engineering PLLC. The owner of Casey Civil and his team have been involved in past Lift Station projects for the City and has a vast knowledge for the City's infrastructure and processes.

ATTACHMENTS: <u>Resolution</u> <u>Professional Services Agreement</u> <u>Proposal Packet</u>

1	CITY OF FIRCREST RESOLUTION NO
2	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
3	FIRCREST, WASHINGTON, AUTHORIZING THE CITY
4	MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CASEY CIVIL PLLC FOR FINAL DESIGN
5	AND BID CALL SERVICES FOR THE 44 TH ST W AND 67 TH AVE W SEWER LIFT STATION UPGRADE PROJECT.
6	
7 8	WHEREAS, the City of Fircrest Public Works Department operates and maintains it's sewer conveyance system; and
o 9	WHEREAS, the City has budgeted the necessary funds to finance the design of the 44 th St W and 67 th Ave W Lift Station Project; and
10	WHEREAS, the City wishes to contract with Casey Civil PLLC to prepare the design
11	and bid documents for the Lift Station Project.
12	NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
13	OF FIRCREST:
14	Section 1. The City Manager is hereby authorized and directed to execute a professional services agreement with Casey Civil PLLC to prepare the final design and perform bid call
15	and construction services for the upgrade of the Sewer Lift Station at 44 th St W and 67 th Ave W.
16	
17	Section 2. This resolution shall become effective upon adoption.
18 19	APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 12th day of July 2022.
20	APPROVED:
20 21	
21 22	Brett L. Wittner, Mayor
22	
23	ATTEST:
25	Jayne Westman, City Clerk
26	APPROVED AS TO FORM:
27	
28	
29	Hillary J. Evans, City Attorney
30	Page 1 of 1
31	

CITY OF FIRCREST PROFESSIONAL SERVICES AGREEMENT 44th St. W. and 67th Ave. W. Sewer Lift Station Project

1. DATE AND PARTIES

THIS AGREEMENT, for reference purposes only, is dated the 12th day of July 2021 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 Casey Civil 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 Engineering Design and Bid Call Services in connection with the project designated as 44th St. W. and 67th Ave. W. Sewer Lift Station Project.

3. <u>SCOPE OF SERVICES</u>

The Consultant agrees to perform in a good and professional manner the tasks described in Exhibit A, Scope of Services City of Fircrest Sewer Lift Station Project at 44th St. W. and 67th Ave. W, 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 consultant 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. <u>NON-WAIVER</u>

A 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 July 12, 2022 to completion of construction. Either party may terminate this Agreement upon thirty (30) day's written notice to the other party.

7. <u>PAYMENT</u>

Upon receipt of an invoice from the Consultant, progress payments may be made on a monthly basis for work completed. Each invoice shall itemize by site and date the work performed and include (if required) the "Statement of Intent to Pay Prevailing Wages" that was filed with the State of Washington Department of Labor and Industries. Each voucher claim submitted by a consultant for payment on a project estimate must state that the prevailing wages have been paid. Following the final acceptance of a public works project the consultant is required to submit an "Affidavit of Wages"

Paid" before final funds are released to the consultant. The total cost for services shall not exceed \$116,676.00.

8. <u>PERFORMANCE AND STANDARDS</u>

The consultant shall perform its work to conform to generally accepted professional standards. The 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. The consultant shall, without additional compensation, correct or reverse any errors or omissions in such work. The City has a right to withhold a part or all of the monthly payments if, in the judgment of the City, the Consultant has not performed or has unsatisfactorily performed any of the services outlined in this contract, provided that the City shall promptly notify the consultant in writing of the specific items of non-performance or unsatisfactory performance. It is further provided that any such payments withheld shall reasonably relate to the estimated value of the work not performed.

9. HOLD HARMLESS, DEFENSE, AND INDEMNITY

With the exception of the sole negligence of the City, its employees, or elected officials, the Consultant shall protect, indemnify, and hold harmless the City of Fircrest, its employees, directors, officers, and Councilmembers from any and all demands, losses, actions, and liabilities arising out of or related to the negligent acts, errors, or omissions by Consultant pursuant to this agreement, including for damages to buildings, parking lots, grounds, or other property of any kind. This agreement includes both Personal Injury, Bodily Injury, Death or Property Damage as well as other loss or damage.

10. INSURANCE

The 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:

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

d. \$100,000 Employee Fidelity coverage that extends to the City and City employee property.

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

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

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, the 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 a case, the Consultant shall be compensated by the City for all work 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. The consultant shall be deemed an independent consultant 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. PREVAILING WAGES

Prevailing wages are required for this contract.

<u>Option 1:</u> Include a printed list of the wage applicable prevailing wage rates that identifies the effective date and the county in which the public work project is located.

<u>OR</u>

Option 2:

a) Include a link to prevailing wages

http://www.lni.wa.gov/tradeslicensing/prevwage/wagerates/ and

- b) Identify the exact wage publication date to use (the effective date) and
- c) List the county in which the work will be performed and
- d) Provide a statement indicating a printed copy of the wage rates are available for viewing in your office and
- e) Explain that your agency will mail a hard copy of the applicable wage rates upon request.

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. <u>TAXES</u>

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 which did not result from the negligent acts or omissions of the Consultant 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, subconsultant, supplier, or material man, 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. <u>SEVERABLE PROVISIONS</u>

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.

23. 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 a written instrument signed by both City and Consultant.

DATED thisday of	<u>, 2022</u>	
CITY OF FIRCREST		CONSULTANT
By: Scott Pingel, City Manager		Ву:

Dated: _____

Dated: _____

APPROVED AS TO FORM:

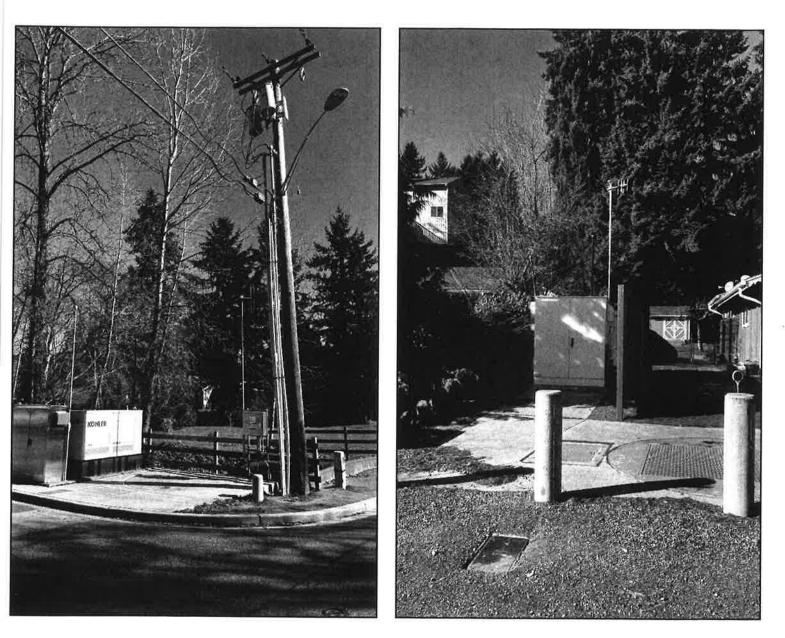
By: _____ City Attorney

ATTEST:

Ву: _____

City Clerk





Proposal for the City of Fircrest

SEWER LIFT STATION PROJECT AT 44TH ST W AND 67TH AVE W April 29th, 2022

Cover Letter



April 29th, 2022

<u>City of Fircrest</u> Attention: Tyler Bemis, Public Works Director 115 Ramsdell Street Fircrest, WA 98466

RE: Proposal for Sewer Lift Station Project at 44th St W and 67th Ave W

Dear Mr. Bemis and Proposal Evaluation Team:

The City of Fircrest is once again investing in a capital improvement project that will increase the reliability of utility service for ratepayers. Our proposed team has a history of delivering high-value projects for the City, including the past two lift station improvements. The Casey Civil Team provides the greatest value for the City by offering:

Practical solutions that work for your operations staff - With roots in utility system operations, we understand how important it is to communicate and work with operations staff to ensure a practical solution that considers accessibility and safety. We work efficiently with our clients to collect the necessary information that allows us to deliver reports and design documents that are easy to understand and meet our client objectives.

We listen and collaborate with our clients - We are proud to work as an extension of our clients, listening and learning about the unique aspects of each utility system and project, and then leveraging our broad experience to deliver the best solutions. We know that when we work together, the best solutions are realized.

We are passionate about service - We serve this industry because we are passionate about offering high quality service that plays a part in protecting public health. Water and wastewater infrastructure are the unsung heroes of the public health system, but like you, we understand the importance of each component. We know that utility customers expect reliable water and/or wastewater service, and our goal is to offer practical, long-term solutions that keep systems operating smoothly.

We are excited at the opportunity to continue our working relationship with the City of Fircrest. If you have any questions about our proposal or would like to discuss anything further, please let us know.

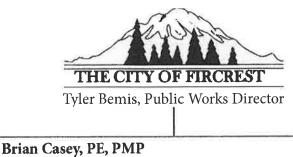
Sincerely, Casey Civil

Bri m Casay

Brian M. Casey, PE, PMP

Team Introduction:

The Casey Civil Team offers local services and experience that meet the City of Fircrest's needs for this lift station project. Our team offers unmatched lift station experience, familiarity with the City, and a commitment to service - everything you need to feel confident in the success of this project. The individuals identified will be actively working together and with you on this important project throughout design, permitting, and construction.



Project Manager/Design Lead

Robert Clements (*Industrial Systems*) Electrical, Instrumentation & Controls Lead

Gary Letzring (Sitts & Hill) Survey Lead

*Additional support staff will be engaged, as necessary



BRIAN CASEY, PE, PMP - Project Manager/Design Lead

Brian has served public water and wastewater industry clients throughout the Pacific Northwest for more than 20 years. Brian's experience working at a water treatment plant laid the foundation of his practical approach focused on system operations and accessibility. He has led the planning, design, and/or construction of over 100 pump/ lift station projects, experience that will be leveraged for the City of Fircrest. Select Experience: **Alameda Lift Station**, City of Fircrest | **Drake Street Lift Station**, City of Fircrest | **Lift Station #2 Replacement**, City of Lacey | **Lift Station #21 Replacement**, City of Lacey



ROBERT CLEMENTS - *Electrical*, *Instrumentations & Controls Lead* Robert has 25 years of experience as an electrical and controls system designer. His

experience includes water and wastewater plants and pump stations. Experience with lift station design includes ground-up design utilizing programmable controller systems and hard-wired controls.

Select Experience: Alameda Lift Station, City of Fircrest | Drake Street Lift Station, City of Fircrest | Lift Station #2 Replacement, City of Lacey | Lift Station #21 Replacement, City of Lacey



GARY LETZRING, PLS - Survey Lead

Gary has 38 years of land surveying experience with knowledge of the AutoCAD drafting platform, including Civil 3D. He has led multiple projects in and for the City of Fircrest, providing boundary, topographic, cadastral, construction, and right-of-way surveys.

Select Experience: Alameda Lift Station, City of Fircrest | Drake Street Lift Station, City of Fircrest | Monument Replacements, City of Fircrest

About Casey Civil

Casey Civil was founded after assessing the current landscape of the water/wastewater industry and consulting engineering firms, acknowledging the importance of the industry in our communities, and perceiving a growing gap in high quality service for great clients, regardless of size of project or client. At Casey Civil, we define success not only on the completion of a project and satisfied client, but also whether that client trusts us with a subsequent project. We believe that by focusing on People, Quality, and Service, we will maintain long-term client relationships that allow us to invest in our communities.

The water/wastewater industry is critical to public health, providing reliable potable water to the tap and conveying wastewater away for treatment. Without passionate professionals engaging with both the industry and the community, joy and pride are eroded from a great profession. Our team brings this passion and experience to each project, offering our clients practical solutions that are tailored to their unique needs.

> "Brian and his team take the time to understand the City of Lacey's project needs and identify usable solutions by engaging our operations and maintenance staff and listening to their input and advice. The attention to detail on projects and ability to have open dialogue during all phases of the project are items I have valued on my projects with Brian and it makes our projects successful."

> > -Puna Clarke, PE City of Lacey Project Manager

Understanding and Approach

Understanding

The City of Fircrest owns and maintains a small sewer lift station on the northeast corner of the intersection of 44th Street West and 67th Avenue West. The lift station is located outside of the roadway but within the public right-of-way, and competes for space with other utilities, most prominently power and communications with a utility pole and light pole immediately adjacent to the wet well. While the lift station has generally required little attention from Operation and Maintenance staff, the aged facility is showing signs of decline in its physical condition.

The private property adjacent to the lift station is in the process of a sale, and the City does not have sufficient property available to construct a new lift station. Maximizing the value of the existing infrastructure in development of the new lift station will be key to the success of this project. Of important note is that the existing lift station appears to have been constructed relatively deep to serve nearby properties that were never connected. The result is a lift station wet well that is deeper than necessary to serve existing customers.

Approach

While each project is unique, at Casey Civil, we employ a consistent and practical approach to all lift station projects that steps through three main stages before developing a design and implementation plan: what do we have to work with, what is needed, and what are our options to achieve our client's goals? Success in these stages is predicated on listening to and working with you, particularly your Operation and Maintenance staff.

What do we have to work with?

This stage revolves largely around understanding the current condition and capacity of both the lift station and the force main. We collect and review information from your records, conduct a survey, and complete field evaluations. Field evaluations will likely include:

- Pump capacity test to baseline the existing capacity and support the design capacity projections
- Wet well evaluation to confirm the option to reuse the existing structure
- Pump pressure test to estimate the interior condition of the force main for continued use
- Discharge manhole evaluation to confirm corrosion is not an issue

After these evaluations are complete, they will be documented in the preliminary design report.

What is needed?

As the City makes the investment in this lift station, it is critical that the required capacity be confirmed. Using information from the pump testing in the first stage, there are several options for determining the peak flow that incorporates all existing and future development as well as accounting for water that makes its way into the sewer, commonly known as inflow and infiltration. Given the relatively small size of the area this lift station serves, a basin evaluation that documents properties may be the most efficient approach to confirming the needed capacity.

Making the most of a tight site...



At the Drake Street Lift Station, Brian and Robert worked closely together to incorporate all the components on the small, and highly visible site, converting from the old station (left) to the new station (right). This layout paid close attention to all code-required electrical clearances.

In addition to defining and documenting the design capacity, the lift station will need to comply with the Washington State Department of Ecology's *Criteria for Sewage Works Design*, commonly known as the *Orange Book*. While the existing lift station largely complies with Ecology's requirements, backup power will be a key addition to the facility upgrade.

What are our options?

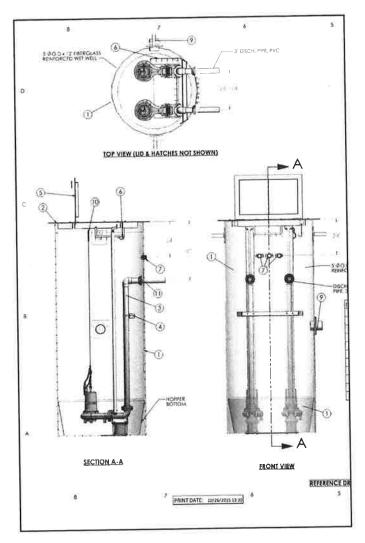
Options to achieve the City's project goals will be evaluated in a workshop setting with City staff. However, short of acquiring property to construct a new lift station or successfully navigating a multiagency agreement to send flow to Pierce County, construction of a new system at the existing lift station site is a likely solution. This approach requires bypass pumping around the existing lift station while the upgrade is completed. Bypass pumping can be costly, but by designing with construction sequencing in mind, we will minimize the risks and costs associated with this effort.

Given that the existing wet well structure appears to be suitable for continued use, the option to bypass the lift station and install a prefabricated fiberglass retrofit insert into the existing wet well may prove to be a great option for the City. While most prefabricated lift station suppliers work with concrete wet wells, there are some that offer fiberglass options. The ability to use a lightweight, fiberglass wet well insert minimizes crane and lifting requirements, which will be beneficial at the small site. The image at the right is an example of just such an insert that was fabricated by a local supplier and could work for the City of Fircrest's lift station.

Permitting

Stakeholder coordination and permitting with the City of University Place to address the area impacts during construction will be addressed early on, and potentially guide some layout options for the City to consider. To aid in identifying and tracking permits, Casey Civil will develop a permit matrix that identifies the required permits, what is needed for each permit submittal, at what stage of design we can submit, and the estimated review time to incorporate into the project schedule.

In addition to local agency permitting, the State Environmental Policy Act (SEPA) must be understood and addressed. The selected approach to refurbishing the lift station will drive the need or categorical exemption for the SEPA process. The Washington Administrative Code (WAC) 197-11-800(3) allows for a categorical exemption if excavation is minimal, which would be the case if the existing wet well is reused. If an alternative approach is pursued, development of the SEPA checklist is a straightforward effort and a determination of non-significance (DNS) is typical for this type of project.



Design Development and Contract Documents

Following the foundation laid by the conceptual design effort, detailed design drawings and specifications will be developed for review by the City prior to finalizing for public advertisement. In the past, our experience has been that the City of Fircrest is comfortable progressing directly from conceptual/30% design to 90% design, but we can also provide a 60% design deliverable for the City's review as well. At each stage of the deliverable, Casey Civil will provide an updated estimate of construction cost and updated schedule. The schedule will consider the current availability of key equipment, such as pumps and control panels. If equipment procurment lead times become too great of a concern for the City, we can offer an alternative approach that would consider pre-purchasing these long lead time items ahead of advertising the project for construction.

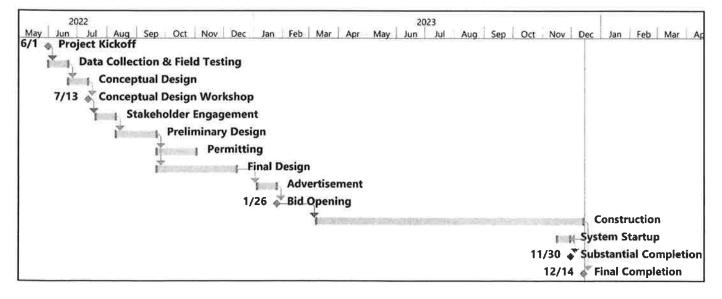
Advertisement, Construction Support, and Commissioning

Following approval by the City of the final construction documents, Casey Civil will coordinate the public advertisement of the project in alignment with City requirements. During this bid period, Casey Civil can operate either in a lead or support role to address questions that may arise from potential bidders. Immediately following the bid opening, Casey Civil will evaluate the submitted bids for completeness and conformity to the requirements and provide a recommendation of award to the City.

Once the City has executed the construction agreement with the general contractor and all bonds and insurance are in place, Casey Civil offers local lift station experience to oversee construction progress at whatever level the City prefers. As the lift station construction progresses, any visits by Casey Civil staff will be documented in a site observation memorandum. Once pumps and controls are installed, but before sewage is introduced, Casey Civil will lead the testing and startup of the new lift station.

Preliminary Schedule

The preliminary schedule below outlines the anticipated timeline for development of a conceptual/30% design for review by the City and to facilitate coordination with the City of University Place, Tacoma Public Utilities, and other agencies, as required. Given the tight site and proximity to the sidewalk and utilities, we believe an initial concept development workshop with City staff will serve as an efficient way to develop figures to start discussions with other stakeholders.



CASEY CIVILEngineering Solutions

Casey Civil, PLLC 6824 19th Street W, #407 University Place, WA 98466 Phone: 253-735-5700 Email: solutions@caseycivil.us



2022 Rate and Expense Schedule

Labor Rate Schedule:

Labor will be invoiced by staff classification at the following hourly rates, which are valid from January 1, 2022 through December 31, 2022. After this period, the rates may be adjusted.

Billing Classification	2022 Hourly Rate
Principal Engineer/Technical Advisor	\$250
Senior Engineer	\$210
Project Engineer II	\$170
Project Engineer I	\$140
CAD/Tech Designer II	\$140
CAD/Tech Designer I	\$115
Engineering Designer II	\$130
Engineering Designer I	\$100
Administrative I	\$75

Project Expenses:

Expenses incurred that are directly attributable to the project will be invoiced at actual costs. These expenses include the following:

Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging, and Subsistence	At Cost

Outside Services:

Outside technical, professional, and other services will be invoiced at actual cost plus 10-percent to cover administration and overhead.

Exhibit A

SCOPE OF SERVICES City of Fircrest Sewer Lift Station Project at 44th St W and 67th Ave W

Project Overview and Understanding:

Casey Civil, PLLC (Consultant) was selected to provide engineering services to the City of Fircrest (City) for the Sewer Lift Station Project at 44th St W and 67th Ave W (Project). The City is looking to update the existing lift station in its current location to improve reliability of sewer service for City rate payers. The project is limited to rehabilitating the existing wet well to accommodate new pumps, replacing all electrical and controls, adding a generator, and connecting to the existing piping and valves in the valve vault. The new pumping capacity will approximately match that of the existing station. This project includes preparing plans, specifications, and engineer's opinion of probable construction cost for the proposed project as well as support services during construction.

Scope Outline:

The scope of services is generally separated into the following tasks:

- Task 1 Project Management
- Task 2 Review Existing Data and Field Investigations
- Task 3 Preliminary Design
- Task 4 Permitting (not included City to handle all permits)
- Task 5 Detailed Design
- Task 6 Bid and Construction Support
- Task 7 Management Reserve

A detailed description of the work included with these tasks is provided below.

Task 1 – Project Management

This task addresses management of project scope, schedule, and budget.

Subtask 1.1 – Invoicing and Project Reporting

Consultant will prepare monthly invoices, including expenditures by task. Monthly progress reports will accompany each invoice.

Subtask 1.2 – Client Coordination

Consultant will maintain communication with the City through phone, email, and in-person meetings.

Subtask 1.3 – Team Coordination

Consultant will manage and coordinate the technical development of the overall project scope. Progress meetings will be conducted as appropriate.

Task Deliverables:

- Consultant shall delivery monthly invoice and progress reports covering:
 - Work performed over the billing period
 - o Tasks identified for the subsequent billing period
 - Potential impacts to schedule or budget

Assumptions:

- Consultant assumes a Notice to Proceed date by July 15, 2022.
- On average, one (1) hour per month is estimated for coordination with City staff.
- Project duration will be eighteen (18) consecutive months, estimating 4 to 6 months for design and 12 to 14 months for construction.

Task 2 – Review Existing Data and Field Investigations

This task includes efforts associated with collecting information, reviewing data, and field investigation and reporting.

Subtask 2.1 – Data Review

Review project specific data and goals to better understand project components and identify questions prior to kickoff meeting. Anticipate this to primarily revolve around confirming current operating capacity and design capacity.

Subtask 2.2 - Kick-off Meeting

Prepare for and facilitate kick-off meeting with City, which will include a visit to the project site.

Subtask 2.3 – Site Survey

Complete topographic, right-of-way, and utility survey of the project area, generally considered to include the public right-of-way along 67th Avenue West in front of the three lots north of the existing lift station and the public right-of-way along 44th Street West in front of the first lot east of the existing lift station. A private utility locating service will be used, as public locating services for design projects is not well supported.

Task Deliverables:

Kick-off meeting agenda and meeting notes

Assumptions:

- No title or easement research will be required.
- No right-of-entry agreements related to private properties will be required.
- No traffic control or traffic control plan will be required.
- An official record of survey will not be required.
- City will provide lift station basin boundary map identifying all property parcels for review and consideration in determining/confirming design capacity.

Task 3 – Preliminary Design

This Task includes efforts associated with developing and documenting design criteria for the Project.

Subtask 3.1 – Preliminary Design Memorandum

Develop a preliminary design report that will document the project need, design criteria associated with the project, operating strategy, preliminary cost estimate, and other components necessary to establish the framework of the design.

Subtask 3.2 – 30% Design

Develop the 30% drawings, which will be bound into the Preliminary Design Report and include up to seven (7) sheets, anticipated as:

- Title Sheet, Vicinity Map, Location Map & Index of Drawings
- General Notes, Abbreviations & Legend
- Design Data
- Demolition, Bypass Pumping & Erosion Control Plan
- Lift Station Plan and Section
- One Line Diagram & Load Summary
- Site Plan Electrical

Task Deliverables:

- Preliminary design memorandum, draft and final, submitted electronically in PDF format
- 30% design plans, specifications table of contents, and cost estimate, submitted electronically in PDF format

Assumptions:

- · New facility will be a duplex submersible lift station
- Minor coordination with City's integrator, S&B, to determine their agreed scope of work and contracting method for obtaining their materials and services
- No stormwater analysis or reporting is included
- No transportation impact or traffic control plan is included
- No property acquisition efforts are included
- No specifications will be submitted, only a table of contents

Task 4 – Permitting – not included

Task 5 – Detailed Design

This task includes preparing and producing plans, specifications, and engineer's opinion of probable construction cost for this project in compliance with City standards. For the purpose of this Scope of Work, the following drawings are anticipated in the final plan set:

- Title Sheet, Vicinity Map, Location Map & Index of Drawings
- · General Notes, Abbreviations & Legend
- Design Data
- Demolition, Bypass Pumping & Erosion Control Plan
- Site Location, Grading, and Restoration Plan
- Lift Station Plan and Section
- · Civil/Mechanical Details 1
- Civil/Mechanical Details 2
- One Line Diagram & Load Summary
- Site Plan Electrical
- Wet Well and Valve Vault Plan & Sections
- Float Control Diagrams
- Control Panel Layout
- Control Interconnect Diagram
- Electrical Details
- Circuit Schedule

Subtask 5.1 – 90% Design

Meet with City to review comments on the 30% Design package. Review, log, and respond to City comments. Revise the 30% Design package by incorporating City comments and further develop the design to 90% level. Work with City through team development meetings to develop design plans and contract documents to 90% Design level.

Subtask 5.2 – Final Bid Documents

Review, log, and respond to City comments from the 90% Design package. Revise the 90% Design to address City comments and prepare the contract documents for construction advertisement. Provide an estimated construction schedule to show a detailed breakdown of construction activities. Incorporate special schedule constraints into the contract documents.

Task Deliverables:

- 90% Design plans, specifications, and cost estimate, submitted electronically in PDF format
- Final plans, specifications, and cost estimate, stamped by a professional engineer and submitted electronically in PDF format

Assumptions:

- The new lift station will closely resemble the design of the City's past two lift stations, Alameda and Drake Street
- Specifications will closely resemble the specifications of the City's past two lift stations, Alameda and Drake Street, although the specification numbering will match the current industry, six-digit format.

Task 6 – Bid and Construction Support

Provide bid and construction phase services as requested by City up to the limits of the budget of this Task.

Subtask 6.1 – Bid Period Support

Consultant will support the City during the bid advertisement period, responding to questions from bidders, as requested by the City.

Subtask 6.2 – Submittal Reviews

City will receive submittals from contractor and send selected submittals to Consultant for review. Consultant will review submittals for conformance with the contract documents and respond to the City within 5 business days.

Subtask 6.3 – Review and Respond to RFIs

City will receive requests for information (RFIs) from contractor and send selected RFIs to Consultant for review. Consultant will review RFIs and respond to the City within 5 business days.

Subtask 6.4 – Review and Respond to Change Order Requests

In the event of a change of conditions that results in the contractor submitting a change order request, City will receive change order request from contractor and send to Consultant for review. Consultant will review the change order request and respond to the City within 5 business days.

Subtask 6.5 – Construction Observation and Support

This effort shall include field staking by surveyor of right-of-way boundaries for use by contractor. Consultant shall also provide support through construction, including site visits or other coordination efforts, as requested by contractor through the City.

Subtask 6.6 – Testing and Startup

Consultant shall attend and facilitate startup efforts to confirm that the lift station improvements meet the requirements of the contract documents.

Subtask 6.7 – Record Drawings

Complete updates to CAD drawings based on drawing markups, either hard copy or electronic, from contractor and/or City.

Task Deliverables:

- Responses to submittals, RFIs, and change order requests, submitted electronically in PDF format
- · Site observation reports, upon completion of field visit, submitted electronically in PDF format
- Record drawings, submitted in PDF and .dwg file format.

Assumptions:

- City will serve as primary point of contact for the contractor.
- Consultant will prepare for and attend up to five (5) construction meetings, estimated at two (2) hours each, including preparation and follow-up.
- City will maintain tracking logs of submittals and RFIs.
- Consultant will review and respond to as many as six (6) submittals/resubmittals.
- Consultant will review and respond to as many as four (4) requests for information (RFIs).
- Consultant will review and respond to one (1) change order request.
- Construction observation and support is estimated at four (4) hours per week through twelve (12) weeks of active construction.
- Testing and startup will be completed on a single day. Contractor will be required to confirm successful testing all system operation and signals prior requesting startup of the lift station.

City of Fircrest Sewer Lift Station Project at 44th St W and 67th Ave W

Current Billing Rate	\$170.00	\$115.00	\$75.00				Subcon	sultants							
Average Billing Rate (multiple year projects)	\$172.98	\$117.01	\$76.31				Sitts & Hill	Ind. Sy	ystems						
		CAD/Tech								Multiplier %	Subcons	ultant			
	Project Eng II	Designer I	Administrative	Hours		Labor	Survey	Elec	/Inst	markup	Total with	Markup	Expenses		Total
Task 1 - Project Management															
Task 1.1 - Invoicing and Project Reporting	22			22	\$	3,805				10%	\$	-		\$	3,805
Task 1.2 - Client Coordination	18			18	\$	3,114				10%	\$	-		\$	3,114
Task 1.3 - Team Coordination	18			18	\$	3,114				10%	\$	-		\$	3,114
Task 1 Subtotal	58	0	0	58	\$	10,033							- 3	\$	10,033
Task 2 - Site Investigation, Data Review, and Geotech															
Task 2.1 - Data Review	8			8	Ś	1,384		Ś	560	10%	\$	616		Ś	2,000
Task 2.2 - Kick-off Meeting	4			4	Ś	692		Ś	920	10%	\$	1,012		Ś	1,704
Task 2.3 - Site Survey		2		2	Ś	234	\$ 4,095	Ŷ	520	10%	\$	4,505		Ś	4,739
Task 2 Subtotal	12	2	0	14	\$	2,310		\$	1,480		\$	6,133	. -		8,442
Tarl 2 - Declination Decime Complete															
Task 3 - Preliminary Design Services	26		Δ	40		6 522		ć	1 5 2 0	100/	ć	1.000		ć	0.245
Task 3.1 - Preliminary Design Memorandum	36		4	40	\$	6,532		\$	1,530	10%	\$	1,683		\$	8,215
Task 3.2 - 30% Design	24	40	4	64	\$	8,832	*	\$ \$	6,160	10%	\$	6,776	•	\$	15,608
Task 3 Subtotal	60	40	4	104	\$	15,364	Ş -	\$	7,690		\$	8,459	; -	\$	23,823
Task 4 - Permitting - not included															
Task 4 Subtotal	0	0	0	0	\$	-	\$-	\$	-		\$	- !	; -	\$	-
Task 5 - Detailed Design															
Task 5.1 - 90% Design	40	40	8	88	\$	12,210		\$	16,820	10%	\$	18,502		\$	30,712
Task 5.2 - Final Bid Documents	16	12		28	\$	4,172		\$	4,440	10%	\$	4,884		\$	9,056
Task 5 Subtotal	56	52	8	116	\$	16,382	\$-	\$	21,260		\$	23,386	; -	\$	39,768
Task 6 - Bid and Construction Phase Services															
Task 6.1 - Bid Period Support	16			16	Ś	2,768		Ś	2,440	10%	\$	2,684		Ś	5,452
Task 6.2 - Submittal Reviews	18			18	Ś	3,114		Ś	2,920	10%	\$	3,212		Ś	6,326
Task 6.3 - Review and Respond to RFIs	16			16	\$	2,768		Ś	1,460	10%	\$	1,606		\$	4,374
Task 6.4 - Review and Respond to Change Order Requests	8			8	\$	1,384		\$	620	10%	\$	682		\$	2,066
Task 6.5 - Construction Observation and Support	58			58	\$	10,033	\$ 1,710			10%	\$	1,881		\$	11,914
Task 6.6 - Testing and Startup	8			8	\$	1,384	. , -	\$	1,120	10%	\$	1,232		\$	2,616
Task 6.7 - Record Drawings	2	4		6	\$	814		\$	955	10%	\$	1,051		\$	1,865
Task 6 Subtotal	126	4	0	130	\$	22,263	\$ 1,710	\$	9,515			12,348	- 6	\$	34,610
GRAND TOTAL	312	98	12	422	Ś	66,351	\$ 5,805	Ś	39,945		\$ 5	50,325	\$-	Ś	116,676

FIRCREST CITY COUNCIL AGENDA SUMMARY

DATE: 7/12/2022

NEW BUSINESS:	Contractor Selection approval for the Summit Water Main Replacement Project
ITEM: 13C	
FROM:	Tyler Bemis, Public Works Director

RECOMMENDED MOTION: I move to adopt Resolution No. _____, awarding the construction contract for the Summit Water Main Replacement Project to Pape & Sons Construction Inc. in the amount of \$722,062 including tax, and authorizing the City Manager to prepare and execute the required documents and to give the "notice to proceed" to commence construction of the project.

PROPOSAL: The Council is being asked to award the construction contract for the Summit Water Main Replacement Project to Pape & Sons and authorize the City Manager to execute the required documents and give the notice to proceed. This project consists of increasing an undersized Main to meet fire flow requirements and expedite completion of a project identified in the City's Water System Plan (WSP). The project spans from Columbia Ave to Stanford St. The upsizing is replacing the existing 4-inch main to an 8-inch and a 12-inch main for two segments of the project.

FISCAL IMPACT: Pape & Son's Construction Inc. provided a bid of \$722,062 including tax, which was the lowest responsible bid. This project will be funded by utilizing American Rescue Plan Act (ARPA) funds. The bids received ranged from a low \$722,062 to high \$955,047.50.

ADVANTAGE: PSE has committed to repaying Summit Ave from Columbia to Stanford, as this project coincides with PSE's gas main reinforcement project. This section of road would otherwise not be overlayed in the near future. Additionally, this project was not identified in the WSP until 2027. As mentioned above, this project will also increase fire flow for the NE quadrant of the City.

DISADVANTAGES: None

ALTERNATIVES: Delay construction and incur increased construction costs as inflation continues to impact all aspects of labor and materials in the trades.

HISTORY: This project came to light in late 2021, as PW Staff met with PSE to discuss the gas main portion of this project. It was identified to replace the Water Main at the same time and not have to open the road in the immediate future and negatively impact the pavement once PSE completed their project. KPG has been utilized as the Engineering Consultant on this project via the engineering on-call process. Four bids were received through the competitive bid process. The low bid, Pape & Sons, has performed previous projects for the City and those projects were successfully completed and came within the bid amount.

ATTACHMENTS: <u>Resolution</u> <u>Bid Tabs</u> <u>Other Bid Materials</u>

1	CITY OF FIRCREST					
2	RESOLUTION NO					
3	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, AWARDING THE CONSTRUCTION					
4	CONTRACT FOR THE SUMMIT WATER MAIN REPLACEMENT PROJECT TO PAPE & SONS CONSTRUCTION INC. IN THE					
5	AMOUNT OF \$722,026 INCLUDING TAX, AND AUTHORIZING					
6	THE CITY MANAGER TO EXECUTE THE REQUIRED DOCUMENTS AND TO GIVE THE NOTICE TO PROCEED TO					
7	COMMENCE CONSTRUCTION OF PROJECT.					
8	WHEREAS, the City of Fircrest owns and operates its water system; and					
9	WHEREAS, the City of Fircrest wishes to replace an undersized water main on Summit					
10	Ave from Columbia Avenue to Stanford Street; and					
11	WHEREAS, Pape and Sons Construction Inc. provided the lowest responsible bid for this project; and					
12						
13	WHEREAS, the City of Fircrest desires to enter a construction contract with Pape and Sons Construction Inc.					
14 15	NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:					
16 17	Section 1. The Summit Water Main Replacement Project is hereby awarded to Pape & Sons Construction, Inc. in the amount of \$722,026 including tax, and the City Manager is hereby authorized and directed to execute the required documents and give the notice to					
18	proceed to commence construction of the project.					
19	Section 2. This resolution shall become effective upon adoption.					
20	APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF					
21	FIRCREST, WASHINGTON, at a regular meeting thereof this 12th day of July 2022.					
22	APPROVED:					
23						
24	Brett L. Wittner, Mayor					
25	ATTEST:					
26						
27	Jayne Westman, City Clerk					
28						
29	Page 1 of 2					
30						
31						

APPROVED AS TO FORM:

SCHEDULE OF PRICES Summit Avenue Water Main Replacement ALL ENTRIES SHALL BE WRITTEN IN INK OR TYPED TO VALIDATE BID

(Note: Unit prices for all items, all extensions, and total amount of bid must be shown.)

ITEM	APPROX.	ITEM WITH UNIT PRICED BID		UNIT PRIĆE	AMOUNT
NO.	QUANTITY			Dollars Cts.	Dollars Cts.
	a frank zi.	Schedule A - Water Main Improvem	ents	Surfley Ser 17	
100		Minor Change, per Equíty Adjustment	1-04	\$ 15,000.00 (figures)	\$ 15,000.00 (figures)
	EQ. ADJ.				
101	1 LS	Project Surveying, per Lump Sum	1-05	LUMP SUM (figures)	\$ 5,000.00 (figures)
102	1	Record Drawings (Min. Bid \$500), per Lump Sum	1-04	LUMP SUM (figures)	\$ 500.00 (figures)
	LS			(ngules)	(liguies)
103	1 LS	SPCC Plan, per Lump Sum	1-07	LUMP SUM (figures)	\$ 500.00 (figures)
104	1 LS	Mobilization, per Lump Sum	1-09	LUMP SUM (figures)	\$ 38,500.00 (figures)
105	1 LS	Project Temporary Traffic Control, per Lump Sum	1-10	LÜMP SUM (figures)	\$ 50,000.00 (figures)
106	1600 SY	Removing Asphalt Conc. Pavement, per Square Yard	2-02	\$16.00 (figures)	\$ 25,600.00 (figures)
107	5 EA	Potholing, per Each	2-02	\$ 800.00 (figures)	\$ 4,000.00 (figures)
108	1 LS	Removal and Disposal of Asbestos Materials, per Lump Sum	2-02	LUMP SUM (figures)	\$ 2,875.00 (figures)
109	1 LS	Shoring or Extra Excavation Class B, per Lump Sum	2-09	LUMP SUM (figures)	\$ <u>500.00</u> (figures)
110	180 .TN	Commercial HMA, per Ton	5-04	\$300.00 (figures)	\$ 54,000.00 (figures)
111	1925 LF	Import Trench Backfill - Water Main, per Linear Foot	7-08	\$10.50 (figures)	\$ 20,212.50 (figures)
112	1925 LF	Native Trench Backfill - Water Main, per Linear Foot	7-08	\$2.50 (figures)	\$ 4,812.50 (figures)

CITY OF FIRCREST PROPOSAL ADDENDUM #1

1

FIRM NAME PAPE & SONS CONSTRUCTION, INC

KPG #19016W7 JUNE 2022

LD-11

SCHEDULE OF PRICES Summit Avenue Water Main Replacement

ALL ENTRIES SHALL BE WRITTEN IN INK OR TYPED TO VALIDATE BID (Note: Unit prices for all items, all extensions, and total amount of bid must be shown.)

ITEM	APPROX.	ITEM WITH UNIT PRICED BID		UNIT PRICE	AMOUNT
NO.	QUANTITY	Schedule A - Water Main Improveme	ents	Dollars Cts.	Dollars Cts.
113	1 EA	Connect to Existing Main - STA 8+25, per Each	7-09	\$4,700.00 (figures)	\$ 4,700.00 (figures)
114	1 EA	Connect to Existing Main - STA 17+75, per Each	7-09	\$5,800.00 (figures)	\$ 5,800.00 (figures)
115	1 EA	Connect to Existing Main - STA 19+25, per Each	7-09	\$5,400.00 (figures)	\$ 5.400.00 (figures)
116	1 LS	Abandon Existing Water Main System, per Lump Sum	7-09	LUMP SUM (figures)	\$ 2,800.00 (figures)
117	835 LF	CL 52 Ductile Iron Pipe for Water Main 8 In. Diam., per Linear Foot	7-09	\$108.00 (figures)	\$ 90,180.00 (figures)
118	1090 LF	CL 52 Ductile Iron Pipe for Water Main 12 In. Diam., per Linear Foot	7-09	\$127.00 (figures)	\$ <u>138,430.00</u> (figures)
119	1 EA	Gate Valve 8 In., per Each	7-12	\$2,650.00 (figures)	\$ 2,650.00 (figures)
120	2 EA	Gate Valve 12 In., per Each	7-12	\$4,200.00 (figures)	\$ 8,400.00 (figures)
121	1 EA	Tapping Sleeve and Valve Assembly 8 In. Diam., per Each	7-12	\$3,900.00 (figures)	\$ 3,900.00 (figures)
122	1 EA	Tapping Sleeve and Valve Assembly 12 In. Diam., per Each	7-12	\$5,500.00 (figures)	\$ 5,500,00 (figures)
123	4 EA	Hydrant Assembly, per Each	7-14	\$8,650.00 (figures)	\$ 34,600.00 (figures)
124	1260 LF	Service Connection 1 In. Diam., per Linear Foot	7-15	\$11.00 (figures)	\$ <u>13,860.00</u> (figures)
125	35 EA	Water Meter Relocation, per Each	7-15	\$3,000.00 (figures)	\$ 105,000.00 (figures)
126	1 LS	Erosion Control and Water Pollution Prevention, per Lump Sum	8-01	LUMP SUM (figures)	\$ 2,000.00 (figures)

CITY OF FIRCREST PROPOSAL BID DOCUMENT

14

FIRM NAME PAPE & SONS CONSTRUCTION, INC

SCHEDULE OF PRICES Summit Avenue Water Main Replacement

ALL ENTRIES SHALL BE WRITTEN IN INK OR TYPED TO VALIDATE BID (Note: Unit prices for all items, all extensions, and total amount of bid must be shown.)

ITEM	APPROX,	ITEM WITH UNIT PRICED BID	UNIT PRICE	AMOUNT
NO.	QUANTITY		Dollars Cts.	Dollars Cts.
	: Yor Hank	Schedule A - Water Main Improvements		
127	4	Inlet Protection, per Each 8-01		\$ 160.00
	EA		(figures)	(figures)
128	1	Stormwater Pollution Prevention Plan, per Lump Sum 8-01		\$ 500.00
	LS		(figures)	(figures)
129	21	Topsoil Type A, per Cubic Yard 8-02		\$ 1,260.00
	CY		(figures)	(figures)
130	160	Sod Installation , per Square Yard		\$ 9,600.00
	SY	, i i i	(figures)	(figures)
131	3	Bark or Wood Chip Mulch, per Cubic Yard		\$ 180.00
	CY		(figures)	(figures)
		SAI	.ES TAX (10%) =	\$65,642.00
		TOTAL CONST	RUCTION COST=	\$722,062.00

CITY OF FIRCREST PROPOSAL BID DOCUMENT

÷,

FIRM NAME PAPE & SONS CONSTRUCTION, INC

KPG #19016W7 MAY 2022

LD-13

CITY OF FIRCREST

Bid Opening

Summit Water Main Project

Est. Bid Range \$750,000 to \$850,000

June 8, 2022 – 10:00 am

Contractor Name	Proposal Amount	Proposal Signature	Bid Bond Included	Non- Collusion Affidavit w/notary	Sub- Contractor Listing	Bidder's Qualifications	Wase Payne Receipt of Addendum Statutes
Durtworks NW NW Cascade Inc Rw Scott Const. Co. Pape + 5025 Const. Inc	\$ 932,246.42 \$ 901,971.40 \$ 955,047.55 \$ 722062.00	tax V	V	V	 ✓ 	1	1
New Cascade the	\$ 90/971.40hc.	they V	V	V	/	1	V
Rw Scott Const. Co.	\$ 955,047.55	taf v	V	r	1	V	r
Pape + Sons Const. Inc	\$ 722062.00	1 de	1	٢	v	Ý	1
	\$						
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