

**FIRCREST CITY COUNCIL  
REGULAR MEETING  
AGENDA**

**TUESDAY, JUNE 13, 2023  
7:00 P.M.**

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

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- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PRESIDING OFFICER'S REPORT**
  - A. [Proclamation: Pride Month](#)
  - B. [Proclamation: Flag Day 2023](#)
  - C. [Proclamation: US Army Birthday](#)
- 5. CITY MANAGER COMMENTS**
  - A. Prose Update
- 6. DEPARTMENT HEAD COMMENTS**
  - A. Pool Update
- 7. COUNCILMEMBER COMMENTS**
- 8. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA** (If you would like to make a public comment, you may speak at the appropriate time using the raise your hand feature or by pressing \*9 on your phone.)
- 9. COMMITTEE, COMMISSION & LIAISON REPORTS**
  - A. Administration
  - B. Environmental, Planning, and Building
  - C. Finance, IT, Facilities
  - D. Other reports
- 10. CONSENT CALENDAR**
  - A. Approval of [vouchers](#)/payroll checks
  - B. Approval of Minutes: [May 23, 2023, Regular Meeting](#)
  - C. Approval of the [Nari Sushi & Steak Liquor License Application](#)
- 11. PUBLIC HEARING**
- 12. UNFINISHED BUSINESS**
- 13. NEW BUSINESS**
  - A. [Resolution: Approval of the 6-year Transportation Improvement Plan](#)
  - B. [Resolution: Orchard Overlay Engineering Consultant Agreement](#)
  - C. [Resolution: Pierce County Sheriff Department Agreement](#)
  - D. [Resolution: Fun Days & Community Events Entertainment Agreement](#)
  - E. [Resolution: AHBL Whittier Master Plan Agreement](#)
  - F. Motion: Display US Army Flag for June
- 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**

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## THE CITY OF FIRCREST

# *PROCLAMATION OF THE CITY COUNCIL*

**WHEREAS**, we honor and celebrate the achievements of lesbian, gay, bisexual, transgender, queer, intersex, asexual, and two-spirit (LGBTQ+) individuals and communities; and

**WHEREAS**, the month of June was designated as National Pride Month to commemorate the Stonewall Uprising, which began in June 1969; and

**WHEREAS**, the achievements and contributions of members of the LGBTQ+ community have greatly shaped our history, society, economy, and culture at a local and national level; and

**WHEREAS**, we recognize that the work in advancing LGBTQ+ civil rights nationwide is ongoing, as many LGBTQ+ people, especially transgender people, continue to face discrimination, bans on vital healthcare, and prohibition of acknowledging queer identities; and

**WHEREAS**, all Fircrest residents should be able to live as their authentic selves without fear of prejudice, discrimination, violence, or hatred based on their sexual orientation or gender identity.

**NOW, THEREFORE, WE, MAYOR AND COUNCILMEMBERS, of the City of Fircrest, do hereby proclaim** the month of June 2023 as LGBTQ+ Pride Month in the City of Fircrest, Washington and we encourage all citizens to join in this special observance by attending regional events in the months of June and July, and honoring our LGBTQ+ friends and neighbors by continuing to fight prejudice and discrimination wherever it exists.

Passed this 13<sup>th</sup> day of June 2023

Brett Wittner, Mayor



## *PROCLAMATION OF THE CITY COUNCIL*

**WHEREAS**, on June 14, 1877, the first Flag Day observance was held on the 100th anniversary of the adoption of the Stars & Stripes; and

**WHEREAS**, in 1949, Congress officially designated June 14th as Flag Day, a National Day of observance and signed into law by President Harry Truman; and

**WHEREAS**, the American Flag is emblematic of a Nation indivisible, though its people are of diverse ethnic strains, races, and religions; and

**WHEREAS**, our flag represents the unity of our country and its people. No matter what may divide us, Old Glory should be revered and cherished, as a symbol of all that makes America the greatest country in the world.

**WHEREAS**, these times call for renewed vitality, moral fervor, and intellectual understanding to safeguard the ideals and principles which our flag represents; and

**WHEREAS**, we pay tribute to the American flag, the most recognizable symbol of the principles for which our Republic stands.

**WHEREAS**, we honor the brave men and women who have secured our freedoms over the centuries through their service to our country at home and abroad.

***NOW, THEREFORE, WE, MAYOR AND COUNCILMEMBERS, of the City of Fircrest, do hereby proclaim*** June 14, 2023, as Flag Day; a day for honoring the Stars and Stripes in our city, encouraging our community to celebrate our flag's rich history.

Passed this 13th day of June 2023

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Brett L. Wittner, Mayor



## *PROCLAMATION OF THE CITY COUNCIL*

**WHEREAS**, on June 14, 1775, the Second Continental Congress established a Continental Army to secure the common defense of the original 13 colonies during the War for Independence; and

**WHEREAS**, the United States Army exists to preserve the Republic and defend the liberty and freedom of its citizens and national security interests; and

**WHEREAS**, many citizens of Fircrest have served our country as members of the United States Army and some gave the ultimate sacrifice in defense of this nation; and

**WHEREAS**, it is proper to recognize the United States Army annually on its birthday and thank those who have served and those who are presently serving our nation;

***NOW, THEREFORE, WE, MAYOR AND COUNCILMEMBERS, of the City of Fircrest, do hereby proclaim*** June 14, 2023, as “the 248<sup>th</sup> Birthday of The United States Army” in Fircrest, and commend its observance to all citizens.

Passed this 13th day of June 2023

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Brett L. Wittner, Mayor



# ACCOUNTS PAYABLE

City Of Fircrest

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
29766	06/07/2023	06/13/2023	6715 Anypromo Inc	516.43	Junior Police Badge Stickers (5,000)
	521 22 49 04	CJF Programs	001 000 521 General Fund	516.43	Junior Police Badge Stickers (5,000)
29761	06/06/2023	06/13/2023	2649 Ayton, Andrew	67.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
29776	06/07/2023	06/13/2023	10106 Brohamm LLC	1,500.00	Strawberry Festival Performer - BroHamM
	573 90 49 01	Community Events	001 000 573 General Fund	1,500.00	Strawberry Festival Performer - BroHamM
29746	06/06/2023	06/13/2023	4278 Budget Batteries Inc	132.30	#38454D Battery
	548 65 48 11	O & M - Parks/Rec	501 000 548 Equipment Rent	132.30	#38454D Battery
29729	06/06/2023	06/13/2023	4293 CDW Government Inc	8,865.18	Office 365 Licenses (53)
	518 81 49 01	Software Licenses	001 000 518 General Fund	8,865.18	Office 365 Licenses (53)
29733	06/06/2023	06/13/2023	4293 CDW Government Inc	7.65	M365 License Add-On
	518 81 49 01	Software Licenses	001 000 518 General Fund	7.65	M365 License Add-On
29770	06/07/2023	06/13/2023	4293 CDW Government Inc	58.21	Scanner Add-on for Membership Cards
	571 10 31 00	Office Supplies - Rec	001 000 571 General Fund	58.21	Scanner Add-on for Membership Cards
			Total CDW Government Inc	8,931.04	
29734	06/06/2023	06/13/2023	6775 Campbell, Sara	67.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
29782	06/07/2023	06/13/2023	6018 Canon Financial Services Inc	159.67	Police Copier/Fax Rental May 2023
	591 21 70 22	Lease Payments - Police	001 000 591 General Fund	159.67	Police Copier/Fax Rental May 2023
29763	06/07/2023	06/13/2023	3008 Carlson, Katheryn	48.01	07-00095.1 - 1508 COTTONWOOD AVE
	343 10 00 00	Storm Drain Revenues	415 000 340 Storm Drain	-24.93	
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-26.20	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	3.12	
29778	06/07/2023	06/13/2023	10229 Casey Civil, PLLC	1,927.50	P#68 44th St. Lift Station Professional Svcs. thru March 2023
	594 35 63 03	Project Engineering - Sewer	432 000 594 Sewer Improven	1,927.50	P#68 44th St. Lift Station Professional Svcs. thru March 2023

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29779	06/07/2023	06/13/2023	10229 Casey Civil, PLLC	20,415.00	P#68 44th St. Lift Station Professional Svcs. thru April 2023
	594 35 63 03	Project Engineering - Sewer	432 000 594 Sewer Improven	20,415.00	P#68 44th St. Lift Station Professional Svcs. thru April 2023
29783	06/07/2023	06/13/2023	10229 Casey Civil, PLLC	6,337.00	P#68 44th St. Lift Station Professional Svcs. thru May 2023
	594 35 63 03	Project Engineering - Sewer	432 000 594 Sewer Improven	6,337.00	P#68 44th St. Lift Station Professional Svcs. thru May 2023
Total Casey Civil, PLLC				28,679.50	
29786	06/07/2023	06/13/2023	6203 Code Mechanical Inc	1,012.00	HVAC Bi-Annual Maintenance Agreement - May 2023 (previous invoice was for Sept 2022)
	518 30 48 02	Rep & Maint - City Hall	001 000 518 General Fund	337.34	HVAC Bi-Annual Maintenance Agreement - May 2023
	518 30 48 03	Rep & Maint - PW	001 000 518 General Fund	337.33	HVAC Bi-Annual Maintenance Agreement - May 2023
	518 30 48 04	Rep & Maint - PSB	001 000 518 General Fund	337.33	HVAC Bi-Annual Maintenance Agreement - May 2023
29703	06/06/2023	06/13/2023	3555 Code Publishing Co	361.90	Web Update - Ordinances 1683-1706
	511 60 49 03	Codification Costs	001 000 511 General Fund	361.90	Web Update - Ordinances 1683-1706
29731	06/06/2023	06/13/2023	3555 Code Publishing Co	830.00	Annual Web Fee
	511 60 49 03	Codification Costs	001 000 511 General Fund	830.00	Annual Web Fee
Total Code Publishing Co				1,191.90	
29727	06/06/2023	06/13/2023	3588 Daily Journal Of Commerce, Inc	657.60	P#76 Orchard St Grind & Overlay Advertisement
	542 30 41 01	Advertising - Street Reg	101 000 542 City Street Fund	657.60	P#76 Orchard St Grind & Overlay Advertisement
29718	06/06/2023	06/13/2023	3589 Databar Inc	796.86	Community Sponsorship Program - February 2023
	542 80 31 04	Oper Supplies - Beautificatic	101 000 542 City Street Fund	796.86	Community Sponsorship Program - February 2023
29692	06/06/2023	06/13/2023	3594 Dept Of Ecology	3,105.00	Stormwater Fee 7/1/23-6/30/24
	531 50 49 01	Operation Permit	415 000 531 Storm Drain	3,105.00	Stormwater Fee 7/1/23-6/30/24
29645	05/24/2023	06/13/2023	9254 Doyle Printing Company	81.40	Business Cards - D. Masko (500), K. Rosario (250)
	518 10 34 02	Printing & Binding - Central	001 000 518 General Fund	81.40	Business Cards - D. Masko (500), K. Rosario (250)

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29699	06/06/2023	06/13/2023	4858 Ewing Irrigation Products Inc	138.70	Irrigation Repair Parts - Parks
	576 80 31 02	Oper Supplies - Parks	001 000 576	138.70	Irrigation Repair Parts - Parks
29700	06/06/2023	06/13/2023	4858 Ewing Irrigation Products Inc	123.44	Irrigation Repair Parts - Parks
	576 80 31 02	Oper Supplies - Parks	001 000 576	123.44	Irrigation Repair Parts - Parks
29701	06/06/2023	06/13/2023	4858 Ewing Irrigation Products Inc	235.00	Irrigation Repair Parts - Parks
	576 80 31 02	Oper Supplies - Parks	001 000 576	235.00	Irrigation Repair Parts - Parks
Total Ewing Irrigation Products Inc				497.14	
29685	06/06/2023	06/13/2023	7827 Exercise Science Center	50.00	Physical Assessment - C Rosen
	521 10 41 00	Prof Svcs - Civil Svc	001 000 521	50.00	Physical Assessment - C Rosen
29721	06/06/2023	06/13/2023	3638 Fircrest Golf Club	1,366.81	Land Rental for Water Tank on Golf Course Property - June 2023
	591 34 70 00	Lease Payments - Water Adr	425 000 591	1,366.81	Land Rental for Water Tank on Golf Course Property - June 2023
29686	06/06/2023	06/13/2023	2696 Florence, Judith	67.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572	67.00	Library Reimbursement - 1 Year
29790	06/08/2023	06/13/2023	9338 Fuelman Fleet Program	2,115.34	Gas/Fuel May 2023
	548 65 31 06	Gas - Facilities	501 000 548	98.59	Facilities 05/2023
	548 65 31 08	Gas - Police	501 000 548	916.92	Police 05/2023
	548 65 31 11	Gas - Parks/Rec	501 000 548	121.60	Parks 05/2023
	548 65 31 12	Gas - Street	501 000 548	686.03	Street 05/2023
	548 65 31 14	Gas - Water/Sewer	501 000 548	292.20	W/S 05/2023
29712	06/06/2023	06/13/2023	9748 Geiger	559.46	Furry 4K Bandanas
	573 90 49 01	Community Events	001 000 573	559.46	Furry 4K Bandanas
29694	06/06/2023	06/13/2023	8046 Goncharova, Natalya	130.00	Russian Interpreting (2 hrs) - 05/31/23
	512 51 41 03	Prof Svcs - Interpreter - FMC	001 000 512	130.00	Russian Interpreting (2 hrs) - 05/31/23
29743	06/06/2023	06/13/2023	10438 Green Plaque, LLC	432.00	P#64 LEED Plaque for Community Center
	594 76 62 03	Buildings & Structures - PBC	301 000 594	432.00	P#64 LEED Plaque for Community Center

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29717	06/06/2023	06/13/2023	6774 Greenleaf Landscaping 1 Inc	5,281.45	Monthly Landscape Service - May 2023
	518 30 41 01		Contract Maintenance 001 000 518 General Fund	3,961.09	Monthly Landscape Service - May 2023
	542 80 49 03		Beautification Services (cont) 101 000 542 City Street Fund	1,320.36	Monthly Landscape Service - May 2023
29704	06/06/2023	06/13/2023	10305 Gunderson Law Office PLLC	12,000.00	City of Fircrest - May 2023
	515 41 41 03		City Prosecutor 001 000 515 General Fund	12,000.00	City of Fircrest - May 2023
29696	06/06/2023	06/13/2023	7383 Holden Polygraph LLC	350.00	Polygraph Pre-Employment Testing - C Rosen
	521 10 41 00		Prof Svcs - Civil Svc 001 000 521 General Fund	350.00	Polygraph Pre-Employment Testing - C Rosen
29642	05/24/2023	06/13/2023	3692 Home Depot Credit Services	14.20	Batteries for Water Tester
	534 80 31 02		Oper Supplies - Water Gen ( 425 000 534 Water Fund (dep	14.20	Batteries for Water Tester
29643	05/24/2023	06/13/2023	3692 Home Depot Credit Services	66.81	Concrete Repair
	576 20 31 04		Repair Supplies - Pool 001 000 576 General Fund	66.81	Concrete Repair
29644	05/24/2023	06/13/2023	3692 Home Depot Credit Services	37.12	Concrete Repair
	576 20 31 04		Repair Supplies - Pool 001 000 576 General Fund	37.12	Concrete Repair
29714	06/06/2023	06/13/2023	3692 Home Depot Credit Services	231.37	Misc. Supplies for Parks
	576 80 31 02		Oper Supplies - Parks 001 000 576 General Fund	54.89	Misc. Supplies for Parks
	576 80 35 00		Small Tools & Equip - Parks 001 000 576 General Fund	176.48	Misc. Supplies for Parks
29715	06/06/2023	06/13/2023	3692 Home Depot Credit Services	53.98	Misc. Janitorial Supplies
	576 20 31 02		Janitorial Supplies - Pool 001 000 576 General Fund	53.98	Misc. Janitorial Supplies
29738	06/06/2023	06/13/2023	3692 Home Depot Credit Services	16.52	Shower Repair
	518 30 31 02		Oper Supplies - PSB Bldg 001 000 518 General Fund	16.52	Shower Repair
29739	06/06/2023	06/13/2023	3692 Home Depot Credit Services	55.24	Bathroom Tile Repair
	518 30 31 04		Oper Supplies - CH 001 000 518 General Fund	55.24	Bathroom Tile Repair
29744	06/06/2023	06/13/2023	3692 Home Depot Credit Services	461.40	PW Crew Water
	531 50 31 02		Oper Supplies - Storm 415 000 531 Storm Drain	115.35	PW Crew Water
	534 80 31 02		Oper Supplies - Water Gen ( 425 000 534 Water Fund (dep	115.35	PW Crew Water
	535 80 31 00		Oper Supplies - Sewer Gen ( 430 000 535 Sewer Fund (dep	115.35	PW Crew Water
	542 30 31 02		Oper Supplies - Street Reg 101 000 542 City Street Fund	115.35	PW Crew Water

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			Total Home Depot Credit Services	936.64	
29697	06/06/2023	06/13/2023	4131 Humane Society - Tacoma	747.00	June 2023 Boarding Contract
	554 30 41 00	Animal Control	001 000 554 General Fund	747.00	June 2023 Boarding Contract
29769	06/07/2023	06/13/2023	8122 Jean, Robert W.	6,250.00	Acting City Manager Services - May 2023 (2nd payment)
	513 10 41 00	Prof Svcs - Admin	001 000 513 General Fund	6,250.00	Acting City Manager Services - May 2023 (2nd payment)
29722	06/06/2023	06/13/2023	5428 Jeff Boers	3,507.50	Land Use Consulting (30.5 Hrs) - April-May 2023
	558 60 41 00	Prof Svcs - Planning	001 000 558 General Fund	3,507.50	Land Use Consulting (30.5 Hrs) - April-May 2023
29693	06/06/2023	06/13/2023	2763 Kosylo, Steven	67.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
29751	06/06/2023	06/13/2023	3755 Kovach, Ardythe	67.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
29684	06/06/2023	06/13/2023	7392 Lambert, David Loyd	67.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
29678	06/05/2023	06/13/2023	10264 Larson, Shari	812.35	Gentle Yoga & Chair Yoga Classes (5/1/23-5/31/23)
	571 20 49 06	Instructor Fees	001 000 571 General Fund	812.35	Gentle Yoga & Chair Yoga Classes (5/1/23-5/31/23)
29681	06/06/2023	06/13/2023	10264 Larson, Shari	707.37	Gentle Yoga & Chair Yoga Classes (4/1/23-4/30/23)
	571 20 49 06	Instructor Fees	001 000 571 General Fund	707.37	Gentle Yoga & Chair Yoga Classes (4/1/23-4/30/23)
			Total Larson, Shari	1,519.72	
29791	06/08/2023	06/13/2023	3776 Lemay Mobile Shredding	70.00	Shredding - May 2023 - Police
	521 22 49 00	Miscellaneous - Police	001 000 521 General Fund	70.00	Shredding - May 2023 - Police
29671	06/02/2023	06/13/2023	3791 Lowe's Company-#338954	33.69	Water Truck Parts
	542 80 31 01	Oper Supplies - St Beaut	101 000 542 City Street Fund	33.69	Water Truck Parts

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29741	06/06/2023	06/13/2023	3791 Lowe's Company-#338954	14.66	Sewer Repair Parts
	535 80 31 00 Oper Supplies - Sewer Gen (		430 000 535 Sewer Fund (de	14.66	Sewer Repair Parts
29742	06/06/2023	06/13/2023	3791 Lowe's Company-#338954	20.67	Storm Repair Parts
	531 50 31 02 Oper Supplies - Storm		415 000 531 Storm Drain	20.67	Storm Repair Parts
Total Lowe's Company-#338954				69.02	
29698	06/06/2023	06/13/2023	6369 McLendon Hardware Inc (Tacoma)	42.97	Paint Brush Set & Supplies
	576 20 31 04 Repair Supplies - Pool		001 000 576 General Fund	42.97	Paint Brush Set & Supplies
29725	06/06/2023	06/13/2023	6369 McLendon Hardware Inc (Tacoma)	49.30	Chlorine Pump System Repair Parts
	534 50 31 01 Oper Supplies - Water Main		425 000 534 Water Fund (de	49.30	Chlorine Pump System Repair Parts
29747	06/06/2023	06/13/2023	6369 McLendon Hardware Inc (Tacoma)	39.61	Pool Gate Keys
	576 20 35 00 Small Tools & Equip - Pool		001 000 576 General Fund	39.61	Pool Gate Keys
Total McLendon Hardware Inc (Tacoma)				131.88	
29753	06/06/2023	06/13/2023	8885 McPhee, Parisa	67.00	Library Reimbursement - 1 Year
	572 21 49 00 Library Services		001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
29679	06/05/2023	06/13/2023	10265 Mirande, Therese	393.95	Friday Gentle Yoga Classes & Yin Yoga Series (4/20/23-5/31/23)
	571 20 49 06 Instructor Fees		001 000 571 General Fund	393.95	Friday Gentle Yoga Classes & Yin Yoga Series (4/20/23-5/31/23)
29680	06/06/2023	06/13/2023	10265 Mirande, Therese	165.53	Friday Gentle Yoga Classes (4/1/23-4/30/23)
	571 20 49 06 Instructor Fees		001 000 571 General Fund	165.53	Friday Gentle Yoga Classes (4/1/23-4/30/23)
Total Mirande, Therese				559.48	
29724	06/06/2023	06/13/2023	10435 Olson, Deborah	67.00	Library Reimbursement - 1 Year
	572 21 49 00 Library Services		001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
29720	06/06/2023	06/13/2023	3923 Orca Pacific Inc	4,773.11	Pool UV System Full PM Kit
	576 20 31 04 Repair Supplies - Pool		001 000 576 General Fund	4,773.11	Pool UV System Full PM Kit

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29745	06/06/2023	06/13/2023	3923 Orca Pacific Inc	878.35	Chlorine for Wells (175 gallons)
	534 80 31 03 Oper Supplies - Chlorine		425 000 534 Water Fund (de	878.35	Chlorine for Wells (175 gallons)
29754	06/06/2023	06/13/2023	3923 Orca Pacific Inc	309.08	Hydrochloric Acid (30 Gal) for Pool
	576 20 31 01 Oper Supplies - Pool Chemi		001 000 576 General Fund	309.08	Hydrochloric Acid (30 Gal) for Pool
Total Orca Pacific Inc				5,960.54	
29702	06/06/2023	06/13/2023	10244 Owen Kari, DBA ASL Professionals	222.98	ASL Services 3/28/23 Council Meeting (2 Hr plus Mileage)
	511 60 41 00 Prof Svcs - Legisl		001 000 511 General Fund	222.98	ASL Services 3/28/23 Council Meeting (2 Hr plus Mileage)
29730	06/06/2023	06/13/2023	10244 Owen Kari, DBA ASL Professionals	222.98	ASL Services 5/9/23 Council Meeting (2 Hr plus Mileage)
	511 60 41 00 Prof Svcs - Legisl		001 000 511 General Fund	222.98	ASL Services 5/9/23 Council Meeting (2 Hr plus Mileage)
Total Owen Kari, DBA ASL Professionals				445.96	
29750	06/06/2023	06/13/2023	3958 PC Budget & Finance - Jail	201.33	Jail Services - April 2023
	523 60 40 01 Jail		001 000 523 General Fund	201.33	Jail Services - April 2023
29706	06/06/2023	06/13/2023	3957 PC Budget & Finance	37,126.00	Indigent Defense Fircrest/Ruston Jan - June 2023, Professional Svcs for Conflict Cases
	515 41 41 00 Assigned Counsel		001 000 515 General Fund	36,400.00	Indigent Defense Fircrest/Ruston Jan - June 2023
	515 41 41 05 Conflict Counsel		001 000 515 General Fund	726.00	Professional Svcs for Conflict Cases
29792	06/08/2023	06/13/2023	8993 Pacific Office Automation - A/R	549.10	Copier Lease - 03/01/23-04/01/23 - P/R, Ct, CH, PW
	591 12 70 00 Lease Payments - Court		001 000 591 General Fund	104.32	Court 03/01/23-04/01/23
	591 18 70 10 Lease Payments - Non-Dept		001 000 591 General Fund	203.26	City Hall 03/01/23-04/01/23
	591 31 70 00 Lease Payments - Storm		415 000 591 Storm Drain	31.89	Storm 03/01/23-04/01/23
	591 34 70 00 Lease Payments - Water Adr		425 000 591 Water Fund (de	31.90	Water 03/01/23-04/01/23
	591 35 70 00 Lease Payments - Sewer		430 000 591 Sewer Fund (de	31.90	Sewer 03/01/23-04/01/23
	591 71 70 00 Lease Payments - Recreation		001 000 591 General Fund	102.55	Rec 03/01/23-04/01/23
	591 76 70 80 Lease Payments - Parks		001 000 591 General Fund	11.39	Parks 03/01/23-04/01/23
	591 95 70 00 Lease Payments - Street		101 000 591 City Street Fund	31.89	Street 03/01/23-04/01/23

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29794	06/08/2023	06/13/2023	8993 Pacific Office Automation - A/R	549.10	Copier Lease - 04/01/23-05/01/23 - P/R, Ct, CH, PW
591 12 70 00			Lease Payments - Court 001 000 591 General Fund	104.32	Court 04/01/23-05/01/23
591 18 70 10			Lease Payments - Non-Dept 001 000 591 General Fund	203.26	City Hall 04/01/23-05/01/23
591 31 70 00			Lease Payments - Storm 415 000 591 Storm Drain	31.89	Storm 04/01/23-05/01/23
591 34 70 00			Lease Payments - Water Adr 425 000 591 Water Fund (de	31.90	Water 04/01/23-05/01/23
591 35 70 00			Lease Payments - Sewer 430 000 591 Sewer Fund (de	31.90	Sewer 04/01/23-05/01/23
591 71 70 00			Lease Payments - Recreation 001 000 591 General Fund	102.55	Rec 04/01/23-05/01/23
591 76 70 80			Lease Payments - Parks 001 000 591 General Fund	11.39	Parks 04/01/23-05/01/23
591 95 70 00			Lease Payments - Street 101 000 591 City Street Fund	31.89	Street 04/01/23-05/01/23
Total Pacific Office Automation - A/R				1,098.20	
29735	06/06/2023	06/13/2023	8626 Pacific Office Automation Inc	169.24	Postage Meter Rental - June 2023
591 18 70 10			Lease Payments - Non-Dept 001 000 591 General Fund	169.24	Postage Meter Rental - June 2023
29780	06/07/2023	06/13/2023	3937 Pape & Sons Construction Inc	19,246.50	P#66 Stormwater Pre-Treatment Outfall Work Through 3/31/23
594 31 63 00			Storm Improvements - Storr 416 000 594 Storm Improven	19,246.50	P#66 Stormwater Pre-Treatment Outfall Work Through 3/31/23
29781	06/07/2023	06/13/2023	3937 Pape & Sons Construction Inc	177,456.94	P#66 Stormwater Pre-Treatment Outfall Work Through 5/25/23
594 31 63 00			Storm Improvements - Storr 416 000 594 Storm Improven	177,456.94	P#66 Stormwater Pre-Treatment Outfall Work Through 5/25/23
Total Pape & Sons Construction Inc				196,703.44	
29767	06/07/2023	06/13/2023	4680 Parametrix Engineering	655.00	P#64 Prof Services through 04/29/23
594 76 62 03			Buildings & Structures - PBC 301 000 594 Park Bond Capit	655.00	P#64 Prof Services through 04/29/23
29789	06/08/2023	06/13/2023	3955 Petrocard Systems Inc	248.65	Gas/Fuel - May 2023
548 65 31 12			Gas - Street 501 000 548 Equipment Rent	125.32	Street - 05/2023
548 65 31 13			Gas - Storm 501 000 548 Equipment Rent	123.33	Storm - 05/2023
29673	06/05/2023	06/13/2023	10221 Petty Cash-ParksRec	48.50	Petty Cash Reimbursement 06/13/23
571 10 31 02			Senior Program Supplies 001 000 571 General Fund	48.50	Senior Morning Supplies



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29749	06/06/2023	06/13/2023	7272 Positive Concepts Inc	260.00	Thermal Paper For Police Citations (36 Rolls)
	521 22 31 00	Office & Oper Sup - Police	001 000 521	260.00	Thermal Paper For Police Citations (36 Rolls)
29719	06/06/2023	06/13/2023	4828 Protect Youth Sports	136.40	Background Checks for Parks/Rec
	518 11 41 00	Prof Svcs - Personnel	001 000 518	136.40	Background Checks for Parks/Rec
29774	06/07/2023	06/13/2023	3986 Puget Sound Energy, BOT-01H	1,839.09	Natural Gas - Pool/Bathhouse - May 2023
	576 20 47 00	Public Utility Services - Pool	001 000 576	1,839.09	Natural Gas - Pool/Bathhouse - May 2023
29775	06/07/2023	06/13/2023	3986 Puget Sound Energy, BOT-01H	71.84	Natural Gas - Rec Center - May 2023
	571 10 47 00	Public Utility Services - Rec	001 000 571	71.84	Natural Gas - Rec Center - May 2023
Total Puget Sound Energy, BOT-01H				1,910.93	
29710	06/06/2023	06/13/2023	9690 Pure Water Aquatics	611.15	Pace Clock
	576 20 35 00	Small Tools & Equip - Pool	001 000 576	611.15	Pace Clock
29795	06/08/2023	06/13/2023	5710 Rainier Connect, Mashell Telecom	106.95	Internet Access Fee - City Hall - June 2023
	518 81 42 00	Communication/Internet - I/	001 000 518	106.95	Internet Access Fee - City Hall - June 2023
29709	06/06/2023	06/13/2023	9923 Recycle Design Inc	417.00	Replacement Bench Arm Rest for Park Bench (from 2022)
	576 80 31 02	Oper Supplies - Parks	001 000 576	417.00	Replacement Bench Arm Rest for Park Bench (from 2022)
29690	06/06/2023	06/13/2023	10434 Romero, Stacey F	140.00	Language Services (2 hrs) - 05/31/23
	512 51 41 03	Prof Svcs - Interpreter - FMC	001 000 512	140.00	Language Services (2 hrs) - 05/31/23
29716	06/06/2023	06/13/2023	8334 Rosemount Inc	152.68	Fill for Chlorine Analyzer
	534 80 31 02	Oper Supplies - Water Gen (	425 000 534	152.68	Fill for Chlorine Analyzer
29682	06/06/2023	06/13/2023	10398 Rubke, Patricia	721.00	Barre Classes (Beginning Barre, Barre HIIT, Barre) 05/01/23-05/31/23
	571 20 49 06	Instructor Fees	001 000 571	721.00	Barre Classes (Beginning Barre, Barre HIIT, Barre) 05/01/23-05/31/23
29755	06/06/2023	06/13/2023	4035 Sarco Supply	190.35	Janitorial Supplies - City Hall
	518 30 31 04	Oper Supplies - CH	001 000 518	190.35	Janitorial Supplies - City Hall

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29756	06/06/2023	06/13/2023	4035 Sarco Supply	34.60	Janitorial Supplies - Public Works
	518 30 31 03 Oper Supplies - PWF		001 000 518 General Fund	34.60	Janitorial Supplies - Public Works
29757	06/06/2023	06/13/2023	4035 Sarco Supply	425.49	Janitorial Supplies - Rec Bldg
	571 10 31 04 Janitorial Supplies - Rec Bldg		001 000 571 General Fund	425.49	Janitorial Supplies - Rec Bldg
29758	06/06/2023	06/13/2023	4035 Sarco Supply	69.19	Janitorial Supplies - Rec Bldg
	571 10 31 04 Janitorial Supplies - Rec Bldg		001 000 571 General Fund	69.19	Janitorial Supplies - Rec Bldg
29760	06/06/2023	06/13/2023	4035 Sarco Supply	197.20	Janitorial Supplies - Parks Structures
	576 80 31 01 Janitorial Supplies - Parks St		001 000 576 General Fund	197.20	Janitorial Supplies - Parks Structures
			Total Sarco Supply	916.83	
29764	06/07/2023	06/13/2023	1659 Schmoll, John	44.54	03-00210.2 - 413 REGENTS BLVD
	343 10 00 00 Storm Drain Revenues		415 000 340 Storm Drain	-25.52	
	343 40 00 00 Sale Of Water		425 000 340 Water Fund (de	-19.56	
	343 50 00 00 Sewer Revenues		430 000 340 Sewer Fund (de	0.54	
29676	06/05/2023	06/13/2023	6088 Sentinel Pest Control Inc	214.41	Pest Control - PW - 06/2023
	531 50 48 00 Rep & Maint - Storm		415 000 531 Storm Drain	53.60	Pest Control - PW - 06/2023
	534 50 48 01 Rep & Maint - Water Maint		425 000 534 Water Fund (de	53.60	Pest Control - PW - 06/2023
	535 50 48 00 Rep & Maint - Sewer Maint		430 000 535 Sewer Fund (de	53.60	Pest Control - PW - 06/2023
	542 30 48 01 Rep & Maint - Street Maint		101 000 542 City Street Fund	53.61	Pest Control - PW - 06/2023
29787	06/07/2023	06/13/2023	6088 Sentinel Pest Control Inc	120.12	Pest Control - City Hall - 06/2023
	518 30 48 02 Rep & Maint - City Hall		001 000 518 General Fund	120.12	Pest Control - City Hall - 06/2023
			Total Sentinel Pest Control Inc	334.53	
29728	06/06/2023	06/13/2023	10443 Simone, Jack	1,080.95	Travel Reimbursement for Police Chief Search (Jack Simone)
	521 22 43 00 Travel - Police		001 000 521 General Fund	1,080.95	Travel Reimbursement for Police Chief Search (Jack Simone)
29711	06/06/2023	06/13/2023	4060 Sir Speedy	220.00	2023 Strawberry Festival Poster Artwork Setup Fee
	573 90 49 01 Community Events		001 000 573 General Fund	220.00	2023 Strawberry Festival Poster Artwork Setup Fee

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29752	06/06/2023	06/13/2023	4065 Smith, Alling, P.S.	225.00	Judge Pro-Tempore 5/24/23 (3 Hrs)
	512 51 41 02	Prof Svcs - Pro Temp Judges	001 000 512 General Fund	225.00	Judge Pro-Tempore 5/24/23 (3 Hrs)
29723	06/06/2023	06/13/2023	9305 SoniClear	498.00	Annual Support Renewal - Meeting Recording Software
	548 65 48 01	O & M - Legisl	501 000 548 Equipment Rent	166.00	Annual Support Renewal - Meeting Recording Software
	548 65 48 02	O & M - Court	501 000 548 Equipment Rent	166.00	Annual Support Renewal - Meeting Recording Software
	548 65 48 10	O & M - Planning	501 000 548 Equipment Rent	166.00	Annual Support Renewal - Meeting Recording Software
29646	05/24/2023	06/13/2023	4084 Staples Business Advantage	77.94	Office Supplies - Central
	518 10 34 01	Office Supplies - Central	001 000 518 General Fund	77.94	Office Supplies - Central
29768	06/07/2023	06/13/2023	4084 Staples Business Advantage	148.07	Office Supplies - Court
	512 51 31 00	Office & Oper Sup - Court	001 000 512 General Fund	148.07	Office Supplies - Court
29771	06/07/2023	06/13/2023	4084 Staples Business Advantage	41.32	Office Supplies - Central
	518 10 34 01	Office Supplies - Central	001 000 518 General Fund	41.32	Office Supplies - Central
29772	06/07/2023	06/13/2023	4084 Staples Business Advantage	90.29	Office Supplies - Central
	518 10 34 01	Office Supplies - Central	001 000 518 General Fund	90.29	Office Supplies - Central
			Total Staples Business Advantage	357.62	
29736	06/06/2023	06/13/2023	1522 Steere, David	67.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
29737	06/06/2023	06/13/2023	4102 Stripe Rite Inc	11,500.00	City Street Restriping - 2023
	542 30 48 01	Rep & Maint - Street Maint	101 000 542 City Street Fund	11,500.00	City Street Restriping - 2023
29662	06/01/2023	06/13/2023	10248 Sunset Bible Church of UP	35.49	04-03310.0 - 1031 HAVEN CT
	343 10 00 00	Storm Drain Revenues	415 000 340 Storm Drain	-20.09	
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-21.01	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	5.61	
29773	06/07/2023	06/13/2023	9888 T-Mobile (Cell Phone Bill)	1,086.25	City Cell Phones & Air Cards 05/2023

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513 10 42 00	Communication - Admin		001 000 513 General Fund	29.84	City Manager 05/2023 - C Corcoran
518 30 42 00	Communication - Fac/Equip		001 000 518 General Fund	89.55	Maint. Lead, 2 Workers 05/2023
521 22 42 00	Communication - Police		001 000 521 General Fund	577.74	Police Officers, Chief and Air Cards 05/2023
524 20 42 00	Communication- Building		001 000 524 General Fund	14.93	Admin Svcs Dir. 05/2023
531 50 42 00	Communication - Storm		415 000 531 Storm Drain	59.70	Public Works Crew, Director, Billing Clerk 05/2023
534 10 42 00	Communication - Water Adr		425 000 534 Water Fund (de	90.61	Public Works Crew, Director, Billing Clerk, PW Water Meter Collector 05/2023
535 10 42 01	Communication - Sewer Adr		430 000 535 Sewer Fund (de	59.70	Public Works Crew, Director, Billing Clerk 05/2023
542 30 42 00	Communication - Street Reg		101 000 542 City Street Fund	59.70	Public Works Crew, Director, Billing Clerk 05/2023
558 60 42 00	Communication - Planning		001 000 558 General Fund	14.93	Admin Svcs Dir. 05/2023
576 80 42 00	Communication - Parks		001 000 576 General Fund	89.55	P/R Director, Events, Maint. Worker 05/2023
29705 06/06/2023	06/13/2023	4120	Tacoma Daily Index	665.63	May 2023 Publications
511 60 41 01	Advertising - Legisl		001 000 511 General Fund	123.75	Ordinance 1707, 1708 & Special Meeting Notice - Admin
521 10 41 01	Advertising - Civil Svc		001 000 521 General Fund	35.63	Special Meeting Notice - Civil Service
542 30 41 01	Advertising - Street Reg		101 000 542 City Street Fund	506.25	RFQ Orchard Street Grind, Public Hearing - 6 Year Transportation Plan
29785 06/07/2023	06/13/2023	4322	Tacoma, City of - POWER	2,959.05	Power - Various Locations - May 2023
534 80 47 01	Utility Services/Pumping		425 000 534 Water Fund (de	2,408.11	PW, Well #6, #7, #8 & Weathervane Booster 05/2023
535 10 47 00	Utility Services/Building - Se		430 000 535 Sewer Fund (de	518.36	PW Power 05/2023
542 30 47 03	Electricity/Traffic Lights		101 000 542 City Street Fund	21.39	Traffic Control 05/2023
542 63 47 00	Electricity/Street Lights		101 000 542 City Street Fund	11.19	Street Lights 05/2023
29748 06/06/2023	06/13/2023	4139	Tapco Visa Card	29.94	Interest on prior Payment sent 5/9/23
518 10 49 00	Miscellaneous - Non Dept		001 000 518 General Fund	29.94	Interest on prior Payment sent 5/9/23
29661 06/01/2023	06/13/2023	2111	Torkelson, Janice	676.70	04-01600.0 - 541 FORREST PARK DR
343 10 00 00	Storm Drain Revenues		415 000 340 Storm Drain	-155.38	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-167.60	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-353.72	
29677 06/05/2023	06/13/2023	10212	Triple Impact Coaching LLC	2,380.00	Basketball Clinic - Wednesday Workouts 04/19/23-05/10/23
571 20 49 06	Instructor Fees		001 000 571 General Fund	2,380.00	Basketball Clinic - Wednesday Workouts 04/19/23-05/10/23
29765 06/07/2023	06/13/2023	5934	US Bank, City Hall Account	1,642.17	P-Card Charges thru 05/25/23
511 60 49 00	Miscellaneous - Legisl		001 000 511 General Fund	355.55	Misc. Items for Chief Resolution Event

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512 51 31 00	Office & Oper Sup - Court	001 000 512	General Fund	140.15	Annual Court Fee
517 90 31 01	Oper Supplies - Wellness Pr	001 000 517	General Fund	70.75	Wellness Supplies
518 10 34 01	Office Supplies - Central	001 000 518	General Fund	8.79	Office Supplies
518 10 42 01	Postage - Non Dept	001 000 518	General Fund	212.30	Postage - Passports
518 81 35 00	Small Tools & Equip - I/S	001 000 518	General Fund	23.08	Wireless Mouse
521 10 49 00	Miscellaneous - Civil Svc	001 000 521	General Fund	678.32	Snacks & Refreshments for Police Chief & Sergeant Panels and Events
521 10 49 01	Meals - Other Than Travel/T	001 000 521	General Fund	100.28	Lunch for Sergeant Oral Board Interviews
521 22 43 00	Travel - Police	001 000 521	General Fund	52.95	Parking for Police Chief Candidate
29674	06/05/2023	06/13/2023	8482 US Bank, Police Department Account	135.30	Easter Bunny Costume Cleaning
521 22 49 01	Uniforms/Clothing/Laundry	001 000 521	General Fund	135.30	Easter Bunny Costume Cleaning
29672	06/05/2023	06/13/2023	8483 US Bank, Public Works Dept Account	873.31	P-Card Charges thru 05/25/23
531 50 31 01	Office Supplies - Storm	415 000 531	Storm Drain	18.66	File Folders; Mouse for Computer
534 10 31 00	Office Supplies - Water Adr	425 000 534	Water Fund (de	18.66	File Folders; Mouse for Computer
535 10 31 00	Office Supplies - Swr Admin	430 000 535	Sewer Fund (de	18.66	File Folders; Mouse for Computer
542 30 31 01	Office Supplies - Street Reg	101 000 542	City Street Fund	18.66	File Folders; Mouse for Computer
576 20 31 04	Repair Supplies - Pool	001 000 576	General Fund	48.67	Privacy Lock for Restrooms (2)
576 20 49 02	Miscellaneous - Pool	001 000 576	General Fund	750.00	Pool Operating Certificate (2)
29777	06/07/2023	06/13/2023	8484 US Bank, Recreation Dept Account	1,526.91	P-Card Charges thru 5/25/23
571 10 31 01	Oper Supplies - Rec	001 000 571	General Fund	67.12	Misc. Supplies
571 10 31 02	Senior Program Supplies	001 000 571	General Fund	201.38	Senior Morning Supplies
571 10 35 00	Small Tools & Equip - Rec	001 000 571	General Fund	124.29	SAA #1899 Printer
571 10 41 00	Senior Trips	001 000 571	General Fund	5.00	Parking for Senior Trip
571 20 49 09	Youth Baseball	001 000 571	General Fund	175.24	Youth Baseball Supplies
573 90 49 01	Community Events	001 000 573	General Fund	192.40	Community Event Supplies
576 20 31 03	Oper Supplies - Pool	001 000 576	General Fund	637.19	Supplies for the Pool/Lifeguards
576 20 35 00	Small Tools & Equip - Pool	001 000 576	General Fund	124.29	SAA #1899 Printer
29713	06/06/2023	06/13/2023	8873 Uni Selfie	552.50	Mother Son Dance - Selfie Station
573 90 49 01	Community Events	001 000 573	General Fund	552.50	Mother Son Dance - Selfie Station
29740	06/06/2023	06/13/2023	4178 University Place Refuse Inc	1,347.99	Dumping Fees - 05/2023
531 50 47 01	Dumping Fees - Storm	415 000 531	Storm Drain	470.68	Dumping Fees - Storm 05/2023
534 80 47 02	Dumping Fees - Water	425 000 534	Water Fund (de	51.43	Dumping Fees - Water 05/2023
535 80 47 02	Dumping Fees - Sewer	430 000 535	Sewer Fund (de	51.43	Dumping Fees - Sewer 05/2023
542 30 47 01	Dumping Fees - Street	101 000 542	City Street Fund	234.43	Dumping Fees - Street 05/2023

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	576 80 47 01	Dumping Fees - Parks	001 000 576 General Fund	540.02	Dumping Fees - Parks 05/2023
29762	06/06/2023	06/13/2023	4179 Unum Life Insurance Company of America	56.90	Retired Benefits - June 2023
	521 22 20 02	LEOFF I Long Term Care Pre	001 000 521 General Fund	56.90	Retired Benefits - June 2023
29675	06/05/2023	06/13/2023	4180 Utilities Underground	37.99	Locates 05/2023
	534 10 49 00	Miscellaneous - Water Admi	425 000 534 Water Fund (de	19.00	Locates 05/2023
	535 10 49 00	Miscellaneous - Sewer Admi	430 000 535 Sewer Fund (de	18.99	Locates 05/2023
29788	06/07/2023	06/13/2023	3645 WEX BANK, Wright Express FSC	990.36	Gas/Fuel May 2023
	548 65 31 05	Gas - Non Dept	501 000 548 Equipment Rent	41.92	Non-Dept 05/2023
	548 65 31 08	Gas - Police	501 000 548 Equipment Rent	948.44	Police 05/2023
29726	06/06/2023	06/13/2023	4231 Water Mgmt Labs Inc	32.00	Coliform Testing - 05/04/23
	534 80 41 00	Water Testing	425 000 534 Water Fund (de	32.00	Coliform Testing - 05/04/23
29695	06/06/2023	06/13/2023	4253 Windmill Gardens LLC	2,653.15	2023 Hanging Baskets (2nd Half Payment)
	542 80 31 02	Oper Supplies - Flower Bask	101 000 542 City Street Fund	2,653.15	2023 Hanging Baskets (2nd Half Payment)
29707	06/06/2023	06/13/2023	4256 Winning Seasons	4,385.70	Youth Baseball Shirts (383)
	571 20 49 09	Youth Baseball	001 000 571 General Fund	4,385.70	Youth Baseball Shirts (383)
29708	06/06/2023	06/13/2023	4256 Winning Seasons	1,210.00	Youth Baseball Hats (275)
	571 20 49 09	Youth Baseball	001 000 571 General Fund	1,210.00	Youth Baseball Hats (275)
29732	06/06/2023	06/13/2023	4256 Winning Seasons	331.38	Embroidered Polos (9)
	521 22 49 01	Uniforms/Clothing/Laundry	001 000 521 General Fund	331.38	Embroidered Polos (9)
			Total Winning Seasons	5,927.08	
29687	06/06/2023	06/13/2023	5286 Winsupply	13.21	O-Ring for Well #8
	534 80 31 02	Oper Supplies - Water Gen (	425 000 534 Water Fund (de	13.21	O-Ring for Well #8
29688	06/06/2023	06/13/2023	5286 Winsupply	126.85	Corrugated Drain Pipe for Storm Line Relocate
	531 50 31 02	Oper Supplies - Storm	415 000 531 Storm Drain	126.85	Corrugated Drain Pipe for Storm Line Relocate
29689	06/06/2023	06/13/2023	5286 Winsupply	597.78	ROW Herbicide Poison for Weed Control
	542 30 31 02	Oper Supplies - Street Reg	101 000 542 City Street Fund	597.78	ROW Herbicide Poison for Weed Control

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			Total Winsupply	737.84	
29691	06/06/2023	06/13/2023	10035 Zoom Video Communications	1,419.42	Monthly Phone Rental - 05/31/23-6/29/23
513	10 42 00	Communication - Admin	001 000 513 General Fund	83.60	Meeting Webinar & Recording - 5/31/023-6/29/23
518	10 42 00	Communication - Non Dept	001 000 518 General Fund	1,003.67	Monthly Phone Service - 5/31/23-6/29/23
591	18 70 10	Lease Payments - Non-Dept	001 000 591 General Fund	332.15	Monthly Phone Rental - 5/31/23-6/29/23

Report Total: 372,044.57

Fund	
001 General Fund	111,865.49
101 City Street Fund	18,643.80
301 Park Bond Capital Fund	1,087.00
415 Storm Drain	4,260.21
416 Storm Improvement Fund	196,703.44
425 Water Fund (department)	5,561.48
430 Sewer Fund (department)	1,259.00
432 Sewer Improvement Fund	28,679.50
501 Equipment Rental Fund	3,984.65

This report has been reviewed by:

REMARKS:

\_\_\_\_\_  
Signature & Title

\_\_\_\_\_  
Date

**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**

Wittner thanked all meeting attendees.

**CITY MANAGER COMMENTS**

**A. AWC Business Meeting Voting Delegates**

Acting City Manager Jean briefed the Council on the AWC voting delegates. **Viafore MOVED to designating Councilmember Andrews and Councilmember George as the voting delegates at the 2022 AWC Annual Conference; seconded by George.** Wittner invited councilmember comments; none were provided. Wittner invited public comment; none were provided. **The Motion Carried (7-0).**

**B. Sheriff Contract Chief Discussion**

Jean provided an update on the Police Chief position and highlighted the benefit to utilize the Pierce County Sheriff Department for an Interim Police Chief. Discussions included the recruitment timeline, Prothman’s involvement, and staffing shortages.

**DEPARTMENT HEAD COMMENTS**

- Administrative Services Director Westman reported on the upcoming Fircrest Community Visioning event and the Planning Commission vacancy.
- Interim Finance Director Chambers thanked the Council for their support during her Interim capacity and reported on upcoming departmental transitions.
- Acting Police Chief Villamor reported on Officer Lease’s training and stated that the police department continues to maintain visibility in school zones.
- Public Works Director Bemis provided a staff update and thanked the Public Works staff for their hard work.

**COUNCILMEMBER COMMENTS**

- Viafore thanked Chambers for her hard work and congratulated her on her new position.
- Reynolds; no comment.
- Barrentine thanked and wished Chambers best of luck. Barrentine thanked meeting attendees and reported on upcoming Council elections.
- George thanked Chambers and welcomed former Councilmember Surina and Councilmember Rieke, and Senator Nobles.
- Bufford thanked the meeting attendees.
- Andrews thanked Chambers and commented on the Town Topics Council section.
- Wittner thanked the meeting attendees, congratulated Chambers, and thanked staff for their efforts during a medical emergency at City Hall.

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

Wittner invited public comment. There was none.



**COMMITTEE, COMMISSION, AND LIAISON REPORTS**

**A. Parks & Recreation**

Barrentine provided an update on the pool opening, staffing, ID and pool pass, and the Fircrest Chess Club.

**B. Pierce County Regional Council**

Reynolds provided a brief report on the meeting agenda to include low-income housing, under housing issues, and legislative updates.

**C. Public Safety, Courts**

Viafore reported on police staffing, Ruston Court, and court administration.

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

Bufford reported on current City beautification, the Emerson sidewalk project RFQ, and the Regents Overlay RFQ.

**E. Other Liaison Reports**

None were provided.

**CONSENT CALENDAR**

Wittner requested the City Clerk read the Consent Calendar: approval of Voucher No. 219585 through Voucher Check No. 219658 in the amount of \$792,163.31; approval of payroll electronic funds transfer in the amount of \$152,453.98; approval of the April 21, 2023, Special Meeting minutes; approval of the April 25, 2023, Regular Meeting minutes; and approval of the May 09, 2023, Regular Meeting minutes. **Reynolds MOVED to approve the Consent Calendar as read; seconded by Barrentine. The Motion Carried (7-0).**

**PUBLIC HEARING**

**A. To receive comments on the 6-year Transportation Improvement Board Plan**

At 7:26 P.M., Wittner opened the public hearing. Public Works Director Bemis briefed the Council on the 6-Year Transportation Improvement Plan, stating that it is a planning document that is used to identify projects and funding.

Wittner invited public testimony:

- Greg Bergstrom, 670 Maywood Lane, commented on vegetation overgrowth and safe sidewalks.

At 7:33 P.M., Wittner closed the public hearing.

**UNFINISHED BUSINESS**

There was none.

**NEW BUSINESS**

**A. Resolution No. 1830: Information Systems Managed Services Agreement**

Chambers provided an overview of the proposed resolution and highlighted the need for higher-level support and maintenance. **Bufford MOVED to adopt Resolution No. 1830, authorizing the**

**Acting City Manager to execute an agreement with Locke Systems Inc to provide information technology services to the City of Fircrest; seconded by Barrentine.** Wittner invited councilmember comments. Council discussions included a budget amendment, IT services personnel, high-risk and cyber security threats, and mapping. Wittner invited public comment; none were provided. **The Motion Carried (7-0).**

**B. Resolution No. 1831: Personnel Policy Manual Amendment**

Jean reported on the personnel policy manual amendment to include a Health Reimbursement Arrangement Plan and repeal Resolution No. 1829. **Bufford MOVED to adopt Resolution No. 1831, to include a Health Reimbursement Arrangement Plan in the Personnel Policy Manual and repeal Resolution No. 1829; seconded by George.** Wittner invited councilmember comments; none were provided. Wittner invited public comment; none were provided. **The Motion Carried (7-0).**

**C. Ordinance No. 1708: Salary Plan Amendment**

Jean reported on the proposed salary ordinance and highlighted the need to increase the Police Chief salary based on a market study. **George MOVED to adopt Ordinance No. 1708, amending Fircrest Municipal Code (“FMC”) 2.44.050 relating to salaries of non-union City employees and amending FMC 2.44.090 relating to hourly rate of pay for casual and seasonal employees; providing for severability; and establishing an effective date; seconded by Barrentine.** Wittner invited councilmember comments. Council discussions included fair market salary, the Police Chief recruitment, and maintaining ongoing salary analysis prior to employee departures. Wittner invited public comment; none were provided. **The Motion Carried (7-0).**

**D. Resolution No. 1832: Council Rules Amendment**

Jean provided a brief overview of the proposed resolution and highlighted that the amendment would clarify the proclamation language. **Bufford MOVED to adopt Resolution No. 1832, rescinding Resolution No. 1708 relating to City Council Rules of Procedures and adopting new City Council Rules of Procedures; seconded by Reynolds.** Wittner invited councilmember comments. Council Discussions included timely information, defining Council rules, and clarifications. Wittner invited public comment. **The Motion Carried (7-0).**

- Lisa Kremer, 1047 Buena Vista Ave, commented on the benefits of clarifying Council rules.
- Greg Bergstrom, 670 Maywood Lane, thanked Council for their representation.

**E. Motion: Display Pride Flag for the Month of June**

**Bufford MOVED to display the Pride Flag for the Month of June; seconded by Barrentine.** Wittner invited councilmember comments. Council discussions included alternatives to flag locations and providing Community support. Wittner invited public comment.

The following individuals addressed the Council and expressed opposition to the Proclamation and the display of the pride flag;

- Vince Navarre
- Morgan Medlock
- Robert

The following individuals addressed the Council and expressed support for the Proclamation and the display of the pride flag;

- Micheal Sym
- Lisa Kremer
- Blake Surina
- Kendra Blythin
- Sherry Jansen
- Russell Campbell
- Debbie Miller
- John Cummings
- Marc Rieke
- Walter Smith
- Matthew Wilson
- Morgan, Tacoma Resident
- Anastasia and Jason Greenmore
- Katie Allen
- Melissa Malott, Tacoma Resident
- T’wina Nobles
- Sarah
- Glenn Johnson
- Dave Jones
- Christine Ang
- Vic Owens
- Shiloh and Marge
- Ethan
- Kellie
- Will Reeve
- Carrie Kaclin
- Jason Greenmore
- Quincy Tyson

Further council discussions included providing community support, location, and visibility issues and thanked meeting attendees.

**The Motion Carried (7-0).**

**CALL FOR FINAL COMMENTS**

- Andrews thanked the meeting attendees and encouraged respectful discussions.

**EXECUTIVE SESSION**

No Executive Session was scheduled.

**ADJOURNMENT**

**Reynolds MOVED to adjourn the meeting at 9:35 P.M., seconded by Barrentine. The Motion Carried (7-0).**

MAY 23, 2023

FIRCREST CITY COUNCIL MEETING MINUTES – REGULAR 5

---

Brett L. Wittner, Mayor

---

Jayne Westman, City Clerk



**LIQUOR LICENSE APPLICATION**

**Applicant Information**

**Licensee Name:** Nari Inc  
**Establishment Name:** Nari Sushi & Steak (Formally Shogun Japanese Express)  
**Address:** 2009 Mildred Street W  
**License Number:** 406311  
**Request Received:** 6/4/2023

**Department Comments**

**Finance**

No concerns per Finance

**Planning and Building**

Allowed by zone. No concerns. Approved.

**Police**

We have had no problems with the service of alcohol at this establishment.

*Lindsay Chambers*

Director Signature

6/5/2023

Date

*Jayne Westman*

Director Signature

6/4/2023

Date

*John Villamor*

Director Signature

06/4/2023

Date



NOTICE OF LIQUOR LICENSE APPLICATION

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

License Division - P.O. Box 43098  
Olympia, WA 98504-3098  
Customer Service: (360) 664-1600  
Fax: (360) 753-2710  
Website: http://lcb.wa.gov

TO: CITY MANAGER  
RE: NEW APPLICATION

RETURN TO: [localauthority@sp.lcb.wa.gov](mailto:localauthority@sp.lcb.wa.gov)  
DATE: 5/31/23

UBI: 604-967-271-001-0001

License: 406311 - 2I County: 27  
Tradename: NARI SUSHI & STEAK

APPLICANTS:

NARI INC

Loc Addr: 2009 MILDRED ST W  
FIRCREST WA 98466-6133

LEE, SUE YEON  
1993-10-31

Mail Addr: 9601 SOUTH TACOMA WAY STE 104  
LAKEWOOD WA 98499-4421

NA, EUNMEE  
1966-05-25

Phone No.: 253-820-8910 SUE LEE

Privileges Applied For:

- Cocktails/Wine To-Go
- BEER/WINE REST - BEER/WINE

**As required by RCW 66.24.010(8),** the Liquor and Cannabis Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our CHRI desk at (360) 664-1724.

- |   | YES                      | NO                       |
|---|--------------------------|--------------------------|
| 1. Do you approve of applicant? .....   | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location? .....  | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken? .....   | <input type="checkbox"/> | <input type="checkbox"/> |
| (See WAC 314-09-010 for information about this process)   |                          |                          |
| 4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based. |                          |                          |

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF MAYOR,CITY MANAGER,COUNTY COMMISSIONERS OR DESIGNEE

## FIRCREST CITY COUNCIL AGENDA SUMMARY

**DATE:** 6/13/2023

**NEW BUSINESS:**       **2024-2029 Six-Year Comprehensive Transportation Improvement Program**

**ITEM:** 13A

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

---

**RECOMMENDED MOTION:**   **I move to adopt Resolution No. \_\_\_\_\_, approving the City of Fircrest's Six-year Comprehensive Transportation Improvement Program for the period of 2024-2029**

---

**PROPOSAL:** This is a public hearing on the draft 2024-2029 Six-Year Comprehensive Transportation Improvement Program (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 Comprehensive Transportation Improvement Program (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.

**ATTACHMENTS:** [Resolution](#)  
[TIP Brochure](#)  
[SEPA](#)



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

3 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF**  
4 **FIRCREST, WASHINGTON, ADOPTING THE 2024-2029 SIX-**  
5 **YEAR COMPREHENSIVE TRANSPORTATION IMPROVEMENT**  
6 **PROGRAM**

7 **WHEREAS**, the City of Fircrest, pursuant to RCW 35.77.010 is required to annually  
8 update its Six-Year Comprehensive Transportation Improvement Program and file a  
9 copy of the adopted plan with the State Secretary of Transportation; and

10 **WHEREAS**, on May 23rd, 2023 a public hearing was held on the proposed Program.  
11 No comments on the proposed Program were received at the public hearing. The City  
12 Council has considered the proposed priority array and determined the priorities of  
13 projects identified in the Program appear to be in the best interest of the City and its  
14 residents; Now, Therefore,

15 **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:**

16 **Section 1.** The 2024-2029 Six-Year Comprehensive Transportation Improvement  
17 Program dated June 13th, 2023 is hereby adopted as the Six-Year Comprehensive  
18 Transportation Improvement Program for the City of Fircrest from and after January 1,  
19 2023 and until amended by subsequent action of the City Council.

20 **Section 2.** The City Clerk or designee is hereby authorized and directed to forward  
21 copies of the 2024-2029 Comprehensive Transportation Improvement Program to the  
22 appropriate State, regional and local agencies and to file the same in the official City  
23 records.

24 **APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF**  
25 **FIRCREST, WASHINGTON**, at a regular meeting thereof this 13th day of June 2023.

26 **APPROVED:**

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

29 **ATTEST:**

30 \_\_\_\_\_  
31 Arlette Burkhart, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_

Robert Zeinemann, City Attorney





# CITY OF FIRCREST

2024-2029

Transportation Improvement Program

FINAL



**ACKNOWLEDGEMENTS**

**Fircrest City Council**

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

**City Manager**

Dawn Masko

**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  
Salvador Marez, 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 approximately \$12 million and a total budget of over \$34 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 165-acre, an 18-hole golf course that has stood the test of time for 100 years and fits perfectly among the premier private golf clubs in the Puget Sound region.

Home to 6,979 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 2023 budget, it was anticipated that revenue received from the state motor vehicle fuel tax for the Street Fund will be \$139,540. We have found this amount to fluctuate each year dependent upon the fuel tax rate. In reviewing past monies received the city can confidently anticipate \$125,000 being received in 2024.

### 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 will continue to apply 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 Cypress Point Ave.

### 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

The City's storm drain rate revenue pays for all drainage facilities constructed in conjunction with street improvements. 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: 2024-2029 TRANSPORTATION FACILITY IMPROVEMENTS

City of Fircrest Six-Year Comprehensive Transportation Improvement Program (2024 to 2029)

Transportation Facility Improvements		2024	2025	2026	2027	2028	2029	TOTAL
<b>Capital Appropriations</b>								
1	Major Pavement Patching: Citywide	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 600,000.00
<b>Grind and Overlays</b>								
2	Regents Blvd (Arondale Dr to 67th Ave W)		\$ 760,000					\$ 760,000.00
3	Southbound South Orchard St (Regents Blvd to end of Right-of-Way) (designed in 2023)	\$ 678,470						\$ 678,470.00
4	Southbound South Orchard St (Columbia Ave to Regents Blvd)				\$ 1,100,000			\$ 1,100,000.00
<b>Roadway Improvements</b>								
5	Buena Vista Ave: 1300 block						\$ 75,000	\$ 75,000.00
6	Berkeley Ave: 1300 block (curb/gutter and overlay)					\$ 75,000		\$ 75,000.00
<b>Pedestrian, Non-Motorized / Active Transportation Program</b>								
7	Alameda Ave (Emerson St to Cypress Point) (curb/gutter, sidewalk - west side)		\$ 255,000					\$ 255,000.00
8	44th St (67th Ave W to 60th Ave) (curb/gutter, sidewalk - north side)			\$ 1,129,000				\$ 1,129,000.00
9	Alameda Ave (Emerson St to Rosewood Lane) (curb/gutter, sidewalk - east side)						\$ 1,480,000	\$ 1,480,000.00
10	Emerson St (Woodside Dr to 67th Ave W) (sidewalks, retaining walls) (designed in 2023)	\$ 451,000						\$ 451,000.00
<b>Total Capital Appropriations</b>		\$ 1,229,470	\$ 1,115,000	\$ 1,229,000	\$ 1,200,000	\$ 175,000	\$ 1,655,000	\$ 6,603,470.00



FIGURE 1: 2024-2029 PROJECTS MAP

As listed in Table 1, Map 1 illustrates the transportation facility improvements for the 2024-2029 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**

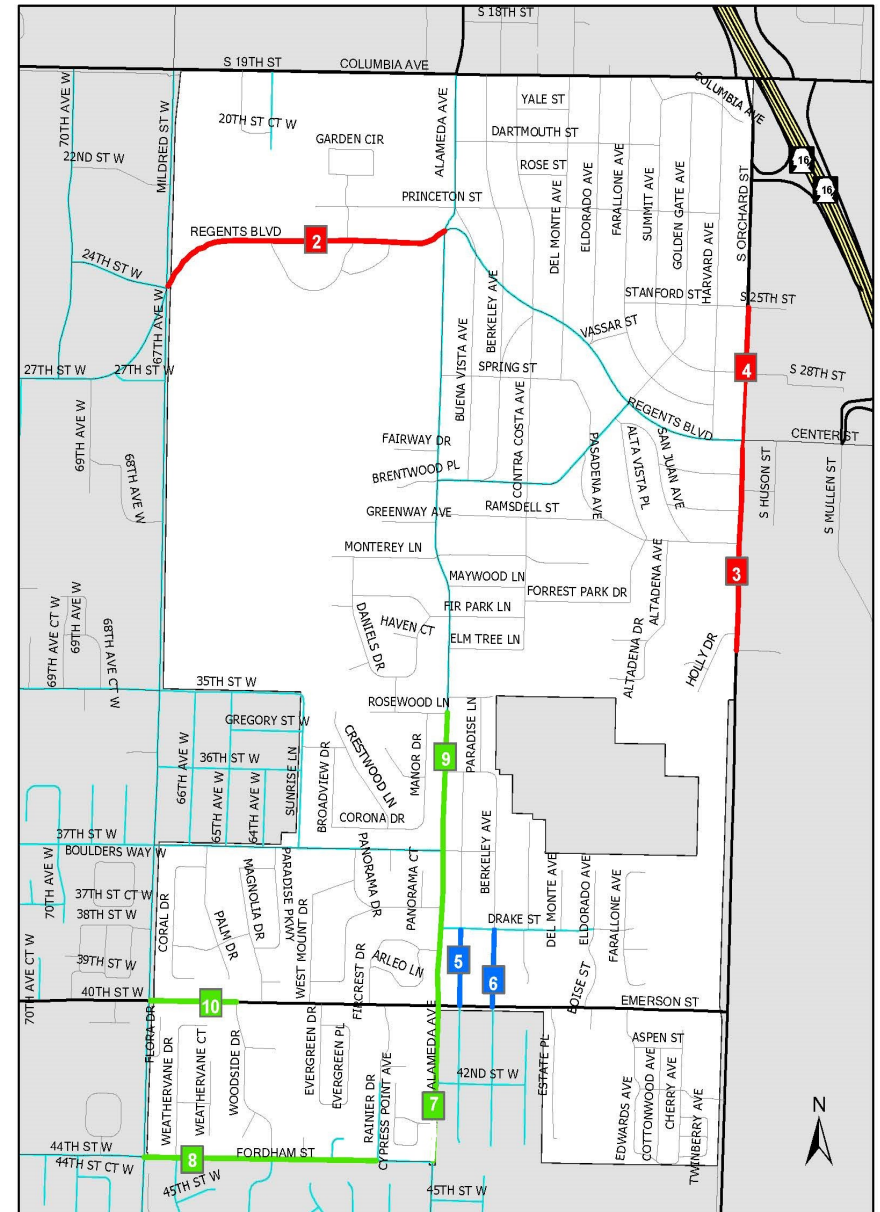
A grind and overlay project consists of grinding the existing pavement down a few inches and overlaying the roadway with a new wearing surface. This is a way to preserve the existing roadway and provide a new wearing surface and seal the roadbed.

**Roadway Improvements**

This is a reconstruction of the existing roadway. The roadbed will be 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 sidewalk and complete gaps in sidewalks. This also potentially provides for bike lanes along designated routes.



**2024-2029  
Transportation Facility  
Improvements**

- Grind and Overlays
- Roadway Improvements
- Pedestrian, Non-Motorized

\*Citywide major pavement patching and LED streetlight replacement projects not mapped.

THE CITY OF FIRCREST

Map is for graphical and information purposes only. It does not represent a legal survey.  
Produced by the City of Fircrest, July 2021.

# State Environmental Policy Act (SEPA) Register

SEPA and NEPA documents posted by the Department of Ecology since 2000

Search (././) / 202302498 - Fircrest City of

## 202302498 - Fircrest City of

**Lead Agency**  
Fircrest City of

**File #**  
23-02

**Website**  
<https://www.cityoffircrest.n...>

**Contact**  
Jayne Westman  
(253) 238-4123  
[jwestman@cityoffircrest.net](mailto:jwestman@cityoffircrest.net)  
(<mailto:jwestman@cityoffircrest.net>)

<b>County</b>	<b>Region</b>
PIERCE	Southwest

**SEPA #** 202302498

**Document Type** DNS

**Date Issued** 05/24/2023

**Comments Due** 06/08/2023

**Proposal Name** City of Fircrest 6-Year Transportation Improvement Plan



**Proposal Description** This is the annual update of the City's 6-year TIP as required by RCW Chapters 35.77 and 36.81. The transportation projects include overlays and reconstruction of existing street sections located throughout the city. All work would be located within existing rights-of-way and would not be capacity related.

**Related Record**

**Location** Address: 115 Ramsdell St, Fircrest, WA 98466  
Other identifying information: city-wide

**Applicant** Tyler Bemis

**Applicant Contact** Tyler Bemis, Public Works Director  
City of Fircrest  
Public Works Department  
115 Ramsdell Street  
Fircrest, WA 98466  
253-565-8900  
[tbemis@cityoffircrest.net](mailto:tbemis@cityoffircrest.net)

**Documents**  11. Six-Year TIP DRAFT-2023-rev.5.17.2023.pdf  
(Document/DocumentOpenHandler.ashx?DocumentId=158467) (27 MB)  
 SEPA Checklist-DNS-6-Year TIP 2023 (2024-2029).pdf  
(Document/DocumentOpenHandler.ashx?DocumentId=158466) (165 KB)

## FIRCREST CITY COUNCIL AGENDA SUMMARY

**DATE:** 6/13/2023

**NEW BUSINESS:** Engineering Consultant selection approval for the South Orchard St Grind and Overlay Project (TIB project number 3-P-130(004)-1)

**ITEM:** 13B

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

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**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_, authorizing the Acting City Manager to execute a Professional Services Agreement with KPG Psomas for design and engineering services of the South Orchard St Grind and Overlay.

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**PROPOSAL:** The Council is being asked to authorize the Acting City Manager to execute a Professional Services Agreement with KPG Psomas for design and engineering services of the South Orchard St Grind and Overlay Project of the two southbound lanes from Regents Blvd to the city limit south of Holly St.

**FISCAL IMPACT:** The preliminary engineering design cost is estimated at \$93,400.00. The total TIB funds dedicated to spending on engineering is \$84,103.00 and overall eligible funding at 90% of cost or a maximum grant of \$678,471.00. The maximum potential cost-sharing from the City is \$67,847.10, and would be allocated from the "major patching" fund, which is up for budget amendment.

**ADVANTAGE:** Allows the City to work with the engineering consultant to design needed asphalt improvements to the failing segments of South Orchard St including the intersection at Regents Blvd.

**DISADVANTAGES:** None

**ALTERNATIVES:** Start the Engineering Consultant selection process over and go back out for RFQ.

**HISTORY:** This project was initially identified and approved as a priority in the 2022 Six-year Comprehensive Transportation Improvement Program. The City's Grant Writer submitted to the Transportation Improvement Board (TIB) for funding on 8/19/2022. On 12/6/2022 the City was notified by the TIB that we had been awarded the grant (see attachments). Numerous communications have taken place with the City of Tacoma to grind and overlay the entire intersection on South Orchard St @ Center St.

**ATTACHMENTS:** [Resolution](#)  
[Exhibit A](#)  
[Agreement](#)  
[Attachments](#)



1

**APPROVED AS TO FORM:**

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Robert Zeinemann, City Attorney

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## EXHIBIT A-1

### City of Fircrest Orchard Street Grind and Overlay – Phase One South City Limits to Regents Boulevard

**KPG Psomas Inc.**  
**Scope of Work**  
**February 2023**

## INTRODUCTION

### A. PROJECT UNDERSTANDING:

The following Scope of Work outlines the effort required to complete Plans, Specifications, and Estimates to complete the Orchard Street Grind and Overlay – Phase One Project. The project limits are the southern city limits (approximately 550' south of Holly Dr) to the point of tangency on the curb return at the northwest corner of the Orchard Street and Regents Boulevard. The project will grind and inlay two southbound lanes of Orchard Street, totaling approximately 2,250 linear feet. The project will also replace several sub-standard curb ramps to meet ADA requirements.

### B. ASSUMPTIONS:

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

- Right-of-way or easement acquisition will not be required.
- No work will occur within the City of Tacoma right-of-way,
- Utility improvements are not part of this Scope of Work.
- Existing castings will be adjusted to grade, but no drainage work will be required.
- Right-of-way will be delineated using GIS linework.
- Detailed survey will be performed at the intersection of Orchard St/Regents Blvd and curb ramps to be replaced. Additional survey will be performed along the southbound roadway from Regents Blvd to city limits.
- Special Provisions will be developed based on the 2023 WSDOT Standard Provisions and/or Local Agency (APWA) General Special Provisions (GSPs).
- Orchard St/Regents Blvd traffic signal is camera detection for all approaches and will not require replacement of any vehicle detection loops.
- Orchard St/Regents Blvd pedestrian push buttons and signal heads will be upgraded at all four curb returns.
- Orchard St/S 34<sup>th</sup> St southbound signal detection system is camera detection and will not require replacement of any vehicle detection loops.
- Any existing detection loop infrastructure no longer in use and abandoned in-place, including but not limited to: conductors, conduit, junction boxes, etc. shall be removed from sidewalks, curb ramps or roadway replaced as part of this project.
- Six surface monuments will be replaced as monuments with case and cover.
- Traffic Control Plans will not be developed under this Scope of Work.

## EXHIBIT A-1

- Plans will be developed using AutoCAD 2022 Civil 3D using KPG-Psomas drafting standards.
- The City will be responsible for all permit fees.
- Construction Stormwater General Permit will not be required.
- Contract documents will be submitted to Transportation Improvement Board (TIB) for review and approval.
- The project will conduct maintenance activities and is therefore categorically exempt from SEPA, per WAC 197-11-800(3).
- No sidewalk improvements will be designed except where ADA curb ramps are required to be replaced.
- Pavement overlay depths and materials type, including reinforcement additives, will be recommended by Consultant and approved by City. No Geotechnical analysis or pavement design will be required.
- A scope and budget for Construction Services will be prepared and submitted for approval upon approval of the 90% design.

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

## EXHIBIT A-1

### SCOPE OF WORK

#### **Task 1 – Management/Coordination/Administration**

This task covers the effort required to manage the contract and to ensure that the project meets the client's expectations for schedule, budget, and quality of product. This Scope of Work assumes a 5- month contract duration:

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

#### **Task 1 Deliverables:**

- Monthly invoices (5 months)
- Meeting notes for Consultant/City Meeting
- QA/QC Documentation

#### **Task 2 –Survey and Base mapping**

Effort under this task includes the anticipated work necessary to develop a base map for resurfacing design and design of curb ramps to be replaced. Select areas will be surveyed including: the intersection of Orchard St/Regents Blvd, where ADA ramps are to be replaced, and to provide locations for existing utility castings and monumentation. It is anticipated that the following efforts will be required:

- 2.1 Survey Control – Existing monuments within the project extents will be located and horizontal and vertical control points set, which will be used for mapping and control during construction.
- 2.2 Topographic mapping – The following items will be picked up during field survey:
  - Pavement markings on the west side of the roadway from face-of-gutter to center of roadway. Pavement markings within City of Tacoma limits will not be shown.
  - Utility castings and monuments within the southbound lanes



## EXHIBIT A-1

- Curb ramps: Detailed survey will be conducted of curb ramps to include 20' of sidewalk approach and across roadway throat (from edge of Orchard approximately 25' west).
  - Amherst St – north and south ramps
  - Cornell St – south ramp, ½ roadway from centerline
  - Ramsdell St – north and south ramps
  - Holly Dr – north and south ramps
- Orchard St/Regents Blvd Intersection: Detailed survey of roadway, 20 feet beyond points of curvature or tangency to centerline or Orchard St and curb ramps to 5' behind back of walk.
  - Include all pavement markings
- Control points for monument replacement – 6 monuments in total

2.3 Develop Base Map: The above information will be combined into a design base map prepared in AutoCAD 2022 using KPG Psomas drafting standards.

### **Task 2 Deliverables:**

- Electronic base map showing utility locations, surface features, and contours at 1-foot intervals (in areas where detailed survey is conducted).

### **Task 2 Assumptions:**

- The base map will consist of aerial imagery augmented with survey information as specified above. The survey information portion of the base map will be prepared in AutoCAD 2022 using KPG Psomas drafting standards.
- Property corners and line stakes or hubs will not be set as part of this scope
- Right-of-way will be delineated with GIS linework
- Excavation required to replace curb ramps will be less than 12" deep and utility locates will not be required
- Nine (9) existing curb ramp will be analyzed for replacement

### **Task 3 – Preliminary Design (30%)**

This task includes the effort to conduct a field walk with CITY staff to determine the specific improvements for the project. Using this information, KPG Psomas will develop 30% Plans for review.

- 3.1 Initial Field review: Consultant will conduct an initial field review of the project to determine design options.
- 3.2 Initial Field review with City: Upon completion of the initial field review, the Consultant shall attend one (1) field walk with City Staff. Assume two (2) consultant staff for one (1) field meeting. During the field walk, the following will be confirmed:
- Verification of the project extents
  - Review existing pavement conditions and record locations of required pavement repairs or anticipated pavement repairs.

## EXHIBIT A-1

- 3.3 Field Design: Based on the information obtained from the field review with the City, the Consultant will transfer locations of pavement repairs, and sidewalk match points to the aerial base map. Locations of underground utilities will not be marked or shown on the plans.
- 3.4 Design Documents: Information obtained from the field design will be used to prepare 30% plans and cost estimate. The following is the anticipated sheet count:

Title	Number
Cover Sheet	1
Legend, Abbreviations, Alignment & Survey Control	1
Typical Sections/Details	1
Overlay Plans (Plan/Plan)	3
Curb Ramp Plans (Horizontal layout only)	5
Pedestrian Pushbutton Details	1
Signalization Plan	1
<b>TOTAL</b>	<b>13</b>

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

### **Task 3 Deliverables:**

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

### **Task 4 – Overlay Design (90% and Final)**

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

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

## EXHIBIT A-1

### 4.1 90% Design:

- The Consultant shall address 30% comments and prepare 90% Plans for review and comment by the City and Transportation Improvement Board (TIB).
- Construction Cost Estimate: The Consultant shall prepare 90% quantities and opinion of probable cost for review and approval by the City and TIB.
- Specifications: The Consultant shall prepare 90% specifications for review and approval by the City. Specifications will be based on 2023 WSDOT Standard Specifications, City provided legal documents, Division 1 and City GSPs. KPG Psomas will include additional special provision language as needed.

4.2 Design Review: The Consultant shall attend a design review meeting in the field, to review City comments from the 90% Design Submittal. Assume two (2) Consultant staff for one (1) meeting. Plans will be submitted for review 1 week prior to the meeting.

### 4.3 Bid Documents Design:

- The plans will be revised based on comments from the City Design Review meeting and TIB Review.
- Bid Ready Specifications: The specifications will be revised based on City Design Review meeting and TIB Review.
- Bid Ready Cost Estimate: The Cost Estimate will be revised to reflect changes requested from 90% Plans and Specifications.

### **Task 4 Deliverables:**

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

### **Task 4 Assumptions:**

- No vertical alignment data will be provided along Orchard St, only at intersections as required for curb ramp design.
- The City will not make changes to improvements approved during the Preliminary design task.
- Project-specific Traffic Control plans will not be provided. Applicable WSDOT Traffic Control Plans will be provided in the Contract Documents as an appendix.
- The Contract Legal, General, and Technical Specifications will be based on the 2023 WSDOT Standard Specifications for Road, Bridge and Municipal Construction.
- The 90% Contract Documents will be reviewed in a single meeting with the City. Plans and Specifications will be submitted to the City 1-week before the review meeting. City Comments

## EXHIBIT A-1

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

- TIB will conduct only a single review

### **Task 5 - Assistance During Bidding**

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

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

### **Task 5 Deliverables:**

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

### **Construction Services**

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

### **Additional Services**

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

These services will be authorized under a future contract supplement if necessary. At the time these services are required, the CONSULTANT shall provide a detailed scope of work and an estimate of costs.

## EXHIBIT A-1

The CONSULTANT shall not proceed with the work until the CITY has authorized the work and issued a notice to proceed.

**CITY OF FIRCREST  
PROFESSIONAL SERVICES AGREEMENT  
South Orchard Street Grind and Overlay Project**

**1. DATE AND PARTIES**

THIS AGREEMENT, for reference purposes only, is dated the 13th day of June 2023 and entered into by and between the City of Fircrest, a political subdivision of the State of Washington and hereinafter referred to as the “City” and KPG Psomas, 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 Project Management services in connection with the project designated as South Orchard Street Grind and Overlay Project.

**3. SCOPE OF SERVICES**

The Consultant agrees to perform in a good and professional manner the tasks described in Exhibit A, Scope of Work 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. NON-WAIVER**

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 June 2023 to completion of construction. Either party may terminate this Agreement upon thirty (30) day’s written notice to the other party.

**7. PAYMENT**

Upon receipt of an invoice from the Consultant, 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 \$84,103.00, including tax.

**8. PERFORMANCE AND STANDARDS**

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



#### **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. 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.

#### **17. TAXES**

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

#### **18. DAMAGE BY VANDALISM OR ACTS OF GOD**

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

#### **19. 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.

#### **20. 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.

#### **21. SEVERABLE PROVISIONS**

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

#### **22. 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 this \_\_\_\_\_ day of \_\_\_\_\_, 2023**

**CITY OF FIRCREST**

**CONSULTANT**

By: \_\_\_\_\_  
Bob Jean, Acting City Manager

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

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

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Robert Zeinemann, City Attorney

**ATTEST:**

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

**EXHIBIT XX**  
**PRIME CONSULTANT COST COMPUTATIONS**  
 Client: City of Fircrest  
 Project Name: Orchard Street Overlay - Phase One  
 KPG Psomas Inc. Project Number: 9FIRXXXXXX  
 Date: 2/9/2023



Task No.	Task Description	Labor Hour Estimate																		Total Hours and Labor Cost Computations by Task		
		Principal	Senior Engineer	Senior Project Engineer	Project Engineer I	Design Engineer II	Design Engineer I	Engineering Technician	Technician	Senior Project Manager Survey	Survey Crew II (W/Equip)	Field Surveyor III	Project Surveyor	Surveyor III	CAD Manager	Senior CAD Technician	Senior Admin	Office Admin	Office Assistant	Hours	Totals	
		\$285.00	\$215.00	\$203.00	\$149.00	\$140.00	\$133.00	\$114.00	\$102.00	\$251.00	\$260.00	\$145.00	\$164.00	\$137.00	\$180.00	\$138.00	\$133.00	\$103.00	\$82.00			
<b>Task 1 – Management/Coordination/Administration</b>																						
1.1	Project Administrative Services (5 Months)	2				10												10		22	\$ 3,300.00	
1.2	Project Management Services					5												5		10	\$ 1,365.00	
1.3	Quality Assurance and Quality Control Review	8																		8	\$ 2,280.00	
	<b>Task Total</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>15</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>15</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>\$ 6,945.00</b>	
<b>Task 2 –Survey and Base mapping</b>																						
2.1	Survey Control								1	8		4								13	\$ 2,987.00	
2.2	Topographic Mapping and Mon Control								1	48										49	\$ 12,731.00	
2.3	Develop Base Map								1		40									41	\$ 6,051.00	
	<b>Task Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>56</b>	<b>40</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>103</b>	<b>\$ 21,769.00</b>	
<b>Task 3 – Preliminary Design (30%)</b>																						
3.1	Initial Field Review	1				2														3	\$ 565.00	
3.2	Field Review with City	2				2														4	\$ 850.00	
3.3	Field Design					4														4	\$ 560.00	
3.4	Design Documents	6		2		74									30					112	\$ 16,616.00	
3.4a	Sheet production														30							
3.4b	Cover					1																
3.4c	Legend and Abbreviations					2																
3.4d	Typical Sections/Details	1				4																
3.4e	Overlay Plans	2				18																
3.4f	Curb ramps (plan view)	1				27																
3.4g	Signalization Design			2		12																
3.4h	Cost Estimate	2				10																
3.5	Design Review	4				4														8	\$ 1,700.00	
	<b>Task Total</b>	<b>13</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>86</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>30</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>131</b>	<b>\$ 20,291.00</b>	
<b>Task 4 – Overlay Design (90% and Final)</b>																						
4.1	90% Design	18		3		166														187	\$ 28,979.00	
4.1a	Cover					1																
4.1b	Legend and Abbreviations					1																
4.1c	Typical Sections/Details	1				4																
4.1d	Overlay Plans	2				18																
4.1e	Curb ramps (grading plan)	1				54																
4.1f	Signalization Design			3		12																
4.1g	Cost Estimate	4				12																
4.1h	Specifications	10				64																
4.2	Design Review	4				12														16	\$ 2,820.00	
4.3	Bid Documents Design	4				48														52	\$ 7,860.00	
	<b>Task Total</b>	<b>26</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>226</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>255</b>	<b>\$ 39,659.00</b>	
<b>Task 5 - Assistance During Bidding</b>																						
5.1	Prepare Bid Authorization Form	1																		1	\$ 285.00	
5.2	Plan Production & BXWA Coordination	1				2												6		9	\$ 1,363.00	
5.3	Prepare addenda and respond to bidder's questions	2				4												2		8	\$ 1,396.00	
5.4	Recommendation of Award	1				2												4		7	\$ 1,097.00	
5.5	Prepare & Submit Updated Cost Estimate					2												1		3	\$ 413.00	
	<b>Task Total</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>13</b>	<b>0</b>	<b>0</b>	<b>28</b>	<b>\$ 4,554.00</b>	
<b>Total Labor Hours and Fee</b>		<b>54</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>337</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>56</b>	<b>40</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>30</b>	<b>28</b>	<b>0</b>	<b>0</b>	<b>557</b>	<b>\$ 93,218.00</b>	
<b>Subconsultants</b>																						
																				Private Utility Locates	\$	-
																				Subtotal	\$	-
																				Administrative Charge (5%)	\$	-
																				<b>Total Subconsultant Expense</b>	<b>\$</b>	<b>-</b>
<b>Reimbursable Direct Non-Salary Costs</b>																						
																				Mileage at current IRS rate	\$	110.00
																				Reproduction Allowance	\$	72.00
																				<b>Total Reimbursable Expense</b>	<b>\$</b>	<b>182.00</b>
																				<b>Total Estimated Budget</b>	<b>\$</b>	<b>93,400.00</b>



# Washington State Transportation Improvement Board

## TIB Members

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Mayor Glenn Johnson  
City of Pullman

Vice Chair  
Councilmember Sam Low  
Snohomish County

Amy Asher  
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Office of Financial Management

Jennifer Walker  
Thurston County

Jane Wall  
County Road Administration Board

February 16, 2023

Mr. Tyler Bemis, P.E.  
Public Works Director  
City of Fircrest  
115 Ramsdell Street  
Fircrest, WA 98466-6912

Dear Mr. Bemis:

Your copy of the signed Fuel Tax Agreement for the 2022 Overlay Award, TIB # 3-P-130(004)-1, is enclosed. You have \$84,103 in TIB funds to spend on design. Reimbursable work on the design phase may now begin.

### What do I need to do before I can solicit construction bids?

1. Request an electronic copy of the Bid Authorization Form from your project engineer.
2. Fill out and return the completed Bid Authorization Form along with the plans, specs, and engineer's estimate to TIB for review and approval.
3. At this point, DAHP staff determined that a cultural resources assessment is not required for this project. However, if the project scope or method of construction change, or there are unanticipated repairs, your obligation may change, and you should contact DAHP directly. Your contact at DAHP is Dennis Wardlaw, (360) 485-5014, [Dennis.wardlaw@dahp.wa.gov](mailto:Dennis.wardlaw@dahp.wa.gov).

We would be happy to assist you with any questions regarding this process. You can contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or via e-mail at [GregA@TIB.wa.gov](mailto:GregA@TIB.wa.gov).

Sincerely,

Ashley Probart  
Executive Director

Enclosure

Ashley Probart  
Executive Director

P.O. Box 40901



City of Fircrest  
3-P-130(004)-1  
2022 Overlay Award  
Multiple Locations

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Fircrest  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the 2022 Overlay Award, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Fircrest, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 90.0001 percent of approved eligible project costs up to the amount of \$678,471, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

## 5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

## 6.0 AMENDMENTS

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

## 7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

## 8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## 9.0 DEFAULT AND TERMINATION

### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

## 10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

## 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.



## 12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

## 13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

## 14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form  
Attorney General

By:

Signature on file

\_\_\_\_\_  
Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Colleen Corcoran 2/15/23  
Chief Executive Officer Date

Ashley Probart 2-16-2023  
Executive Director Date

Colleen Corcoran  
Print Name

Ashley Probart  
Print Name





# Washington State Transportation Improvement Board

## TIB Members

Chair  
Mayor Glenn Johnson  
City of Pullman

Vice Chair  
Councilmember Sam Low  
Snohomish County

Amy Asher  
Mason Transit Authority

Aaron Butters, PE  
HW Lochner Inc.

Susan Carter  
Hopelink

Kent Cash, PE  
Port of Vancouver

Barbara Chamberlain  
WSDOT

Elizabeth Chamberlain  
City of Walla Walla

Dongho Chang, PE  
WSDOT

Scott Chesney  
Spokane County

Vicky Clarke  
Cascade Bicycle Club/Washington Bikes

Mike Dahlem, PE  
City of Sumner

Commissioner Al French  
Spokane County

Councilmember Hilda Guzmán  
City of Granger

Commissioner Scott Hutsell  
Lincoln County

Les Reardanz  
Whatcom Transportation Authority

Peter Rogalsky, PE  
City of Richland

Mayor Kim Roscoe  
City of Fife

Maria Thomas  
Office of Financial Management

Jennifer Walker  
Thurston County

Jane Wall  
County Road Administration Board

December 02, 2022

Mr. Tyler Bemis, P.E.  
Public Works Director  
City of Fircrest  
115 Ramsdell Street  
Fircrest, WA 98466-6912

Dear Mr. Bemis:

Congratulations! We are pleased to announce the selection of your project, 2022 Overlay Award, Multiple Locations, TIB project number 3-P-130(004)-1.

TIB is awarding 90.0001% of approved eligible project costs with a maximum grant of \$678,471.

Before any work is permitted on this project, you must complete the following:

- Verify the information on the attached Project Funding Status Form and, revise if necessary. Print, sign and email a scanned copy;
- Sign, scan and email one copy of the Fuel Tax Grant Distribution Agreement; and
- Return the above items to TIB;

You may only incur reimbursable expenses after you receive approval from TIB.

In accordance with RCW 47.26.084, you must certify full funding by December 2, 2023 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Greg Armstrong, TIB Project Engineer, at [GregA@TIB.wa.gov](mailto:GregA@TIB.wa.gov).

Sincerely,

Ashley Probart  
Executive Director

Enclosures

Ashley Probart  
Executive Director

P.O. Box 40901  
Olympia, WA 98504-0901  
Phone: 360-586-1140  
Fax: 360-586-1165  
[www.tib.wa.gov](http://www.tib.wa.gov)



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

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

**NEW BUSINESS:** Pierce County Sheriff's Department Agreement  
**ITEM 13C**  
**DATE:** 06/13/2023  
**FROM:** Bob Jean, Acting City Manager

---

**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_, authorizing the Acting City Manager to execute an agreement with the Pierce County Sheriff's Department to provide an Interim Police Chief to the City of Fircrest.

---

**PROPOSAL:** The Council is being asked to authorize the Acting City Manager to execute an agreement with the Pierce County Sheriff's Department to provide an Interim Police Chief to the City of Fircrest.

**FISCAL IMPACT:** The contract with Pierce County Sheriff's Department is for \$20,360 per month for a total of \$61,080 for three (3) months. The agreement covers June 16, 2023, to September 26, 2023.

**ADVANTAGE:** The agreement assists in providing law enforcement services through the day-to-day operation and administration of the City's Police Department as required by the City of its Police Chief.

**DISADVANTAGES:** None identified.

**ALTERNATIVES:** Do not approve this agreement.

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



**INTERLOCAL AGREEMENT**  
**BETWEEN**  
**PIERCE COUNTY AND THE CITY OF FIRCREST**  
**FOR THE PROVISION OF LAW ENFORCEMENT CHIEF SERVICES**

**THIS INTERLOCAL AGREEMENT** ("Agreement") is entered into by and between **PIERCE COUNTY**, a political subdivision of the State of Washington ("County") and **THE CITY OF FIRCREST**, a municipal corporation of the State of Washington ("City") (together, "Parties") as follows:

**WHEREAS**, the City's geographical boundaries lie within the County; and

**WHEREAS**, the City possesses the power, legal authority and responsibility to provide law enforcement services to the citizens within its boundaries; and

**WHEREAS**, the County, through the Pierce County Sheriff's Department (hereinafter referred to as "Sheriff") provides law enforcement services to the citizens of Pierce County; and

**WHEREAS**, the County has the power and legal authority to extend its law enforcement services into the geographical area of the City; and

**WHEREAS**, RCW 39.34.080 and other Washington law authorizes any public agency to contract with another public agency to perform services and activities that each such public agency is authorized by law to perform; and

**WHEREAS**, the City desires to enter into an agreement with the County whereby the County, through the Sheriff, will provide law enforcement and related administrative services to the City and its inhabitants by assigning an Interim Contract Chief to serve as the City's Police Chief; and

**WHEREAS**, the City agrees to contract for, and the County agrees to render such law enforcement services, through the Sheriff, pursuant to the terms of this Agreement;

Now, therefore, it is hereby agreed as follows:

**AGREEMENT**

For and in consideration of the covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

**SECTION 1. SERVICES.**

The County will provide the following law enforcement services within the City's geographical limits, rendering such services at the same level, degree, and type as is customarily provided by the County in unincorporated Pierce County, unless otherwise set forth herein:

- A. Administrative Services. Police administrative services shall be provided through the position of a full time Police Chief for 40 hours per week. These services shall include responsibility for the day-to-day operation and administration of the City's Police Department, attendance as required at City Council and other meetings, preparation and administration of a budget, supervision of law enforcement personnel, responding to media requests for information, and any other services normally required by the City of its Police Chief.

**SECTION 2. ORGANIZATION.**

The County will provide to the City the services identified in Section 1 through the following organization:

- A. Service. Service will be provided through a specifically identified Sheriff's Contract Chief. The Contract Chief will handle the day-to-day operational concerns identified by the City Manager related to law enforcement. In addition, the Contract Chief will be available to the City during mutually agreed upon days or hours, for law enforcement related activities such as meetings of the City Council and other appropriate City meetings
- B. Office Space. The City will provide office space and related supplies and equipment for the Contract Chief assigned to the City under this Agreement.
- C. Vehicle and Fleet Services. The City will provide a vehicle with law enforcement equipment to include lights, sirens, radio, and fleet services to include maintenance and fuel, for the Contract Chief assigned to the City under this Agreement.
- D. Police Chief. The Contract Chief will serve as the City's Police Chief, coordinating service delivery, attending City Council and other meetings, preparing budget requests through coordination with the City's budget staff, scheduling and supervising employees, maintaining records and evidence, and generally managing law enforcement activities on behalf of the City. The Contract Chief will be responsible for day-to-day supervision of City law enforcement employees both directly and vicariously through other City supervisors, according to the City's rules, policies, procedures, and practices.
- E. Selection Process. The Sheriff shall be responsible for identifying qualified candidates for the Contract Chief position. The Sheriff and the City Manager shall agree on a process for jointly evaluating and interviewing qualified candidates. The Sheriff shall select the Contract Chief subject to the City Manager's confirmation.

**SECTION 3. REPORTING.**

- A. Crime Notices. The Contract Chief will promptly notify the City Manager in the event of a significant criminal occurrence within the City or having a material impact on the City. The term "significant" as used in this section means RCW 9.94A.030 serious violent offenses and violent offenses occurring within the geographic boundaries of City, any identified pattern of criminal activity within the City boundaries, and other offenses that the Contract Chief deems significant.

- B. Media Releases. The City will prepare Media releases concerning law enforcement activities by City officers, or the Contract Chief. Any release of information to the media that is deemed to be sensitive or likely to cause concern or alarm shall be provided to the City Manager prior to its release. All other routine media releases concerning law enforcement activities in the City will be forwarded to the City Manager for review, concurrent with, or sooner than, the release to media. Information concerning performance under this Agreement shall not be released to the media by either party without first discussing the issues involved with the other party.
- C. Public Records Requests. Responses to requests for public records shall be handled by the City, pursuant to the City's usual and customary procedures consistent with RCW 42.56 et. seq. The City shall be responsible for any and all related claims or litigation. The City and the County agree to cooperate and assist each other in timely providing records concerning the subject matter of this agreement, but such cooperation is not intended to expand agency obligations beyond the requirements of RCW 42.56.

**SECTION 4. PERSONNEL AND EQUIPMENT.**

- A. Independent Contractor. The County is acting hereunder as an independent contractor such that:
  - I. Except for operational assignments as set forth herein, standards of performance, supervision, discipline, and all other aspects of performance of the Contract Chief serving under this Agreement shall be governed entirely by the County; and
  - II. The Contract Chief rendering services hereunder shall be considered an employee of the County for all purposes including maintaining in-service training requirements of the Sheriff.
- B. Leave From Duty. If the Contract Chief assigned to the City is absent from duty for a period of fourteen (14) consecutive days, the County will provide a replacement Contract Chief beginning on the 15<sup>th</sup> day, until such time as the Contract Chief assigned to the City is able to return to his duties a Contract Chief.
  - I. The County shall provide the City a credit for any hours the Contract Chief may be away on specialized service duties (i.e. marine services).
  - II. Any such extended absence shall not affect the ability of the Contract Chief to return to that assignment unless the City invokes the replacement process set forth below in Section 6.
- C. Equipment. All equipment required for the Contract Chief shall be agreed upon between the City and the County.

**SECTION 5. PERFORMANCE REVIEW SCHEDULE.**

The Sheriff or the Sheriffs designee shall meet with the City Manager at least monthly to discuss performance under this Agreement. The City shall have an opportunity to comment on its satisfaction with the service delivered, as well as request adjustments or modifications.

**SECTION 6. REPLACEMENT OF CONTRACT CHIEF.**

The City may request that County remove and replace the Contract Chief by providing written notice to the Sheriff outlining the reasons for said request. The decision to remove or not remove the Contract Chief shall rest with the Sheriff in his/her sole discretion. The Sheriff or Sheriff's designee may request additional documents and information related to City's request, and City shall timely provide all such documents and information unless prohibited by law from doing so. City will be notified of Sheriff's decision to remove or not to remove the Contract Chief within thirty (30) days of receipt of City's request unless a longer period is agreed to by the parties. If the Sheriff grants City's request to replace the Contract Chief, the identification and selection of a replacement shall follow the selection process set forth in Section 2.E.

**SECTION 7. COST OF SERVICES.**

- A. Total Costs. Beginning the first date of assignment of the Contract Chief to the City (anticipated to be June 26, 2023) until September 26, 2023, the cost for services shall be \$20,360 per month for a total of \$61,080 for three (3) months. In the event this Agreement is extended, the cost for services shall be subject to renegotiation.
  
- B. Billing Procedure. The costs of services will be billed monthly on the first (1<sup>st</sup>) working day of the month by the County. Payments by the City will be due by the end of the current month. Monthly payments that are not paid within the above time period shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance, from the date of delinquency until paid, at an interest rate of one half of one percent (.5%) per month. If an amount charged is in dispute, the City will send payment for the undisputed amount according to the above schedule. Amounts in dispute will not be charged a delinquent penalty until one month after the dispute has been resolved.
  
- C. Payments. Payments shall be made to:

Pierce County Sheriff's Department  
Attention: Business Unit  
County-City Building, 1<sup>st</sup> Floor  
930 Tacoma Avenue S.  
Tacoma, WA 98402

**SECTION 8. CITY RESPONSIBILITIES.**

In support of the County providing the services described in Sections 1 and 2 above, the City agrees to the following:

- A. Municipal Authority. The City hereby confers municipal police authority on the Contract Chief, who will be vested with the authority to enforce City ordinances within City boundaries and provide general law enforcement services for purposes of carrying out this Agreement.
  
- B. Special Supplies. To supply, at its own cost and expense, any special supplies, stationery, notices, forms, and the like where such must be issued in the name of the City.



## **SECTION 9. CONTRACT ADMINISTRATION.**

- A. City Council. The Fircrest City Council will review issues of policy and confidential matters relating to law enforcement services within the City.
- B. Daily Operations. The City Manager, or his designee, shall be responsible for communicating with the Contract Chief as to the general direction and daily law enforcement operations within the City.
- C. Dispute Resolution. In the event of a dispute in the administration of this Agreement, the City Manager shall discuss the dispute with the County Sheriff or the Sheriff's designee, who will negotiate with the City Manager. If the City Manager and the Sheriff are unable to reach an agreed upon resolution, the dispute will be referred to the County Executive who will negotiate with the City Manager to resolve the dispute.
- D. Arbitration of Disputes. If, after following the dispute resolution procedure described herein, the City Manager and the County Executive are unable to resolve a claim arising out of or relating to this Agreement or the alleged breach thereof, the dispute shall be submitted to arbitration in accordance with rules and procedures set forth in Chapter 7.04 RCW. The County and the City will each appoint one arbitrator, who shall then jointly appoint the third. Judgment upon award rendered by the arbitrators may be entered into any court having jurisdiction thereof. The cost of arbitrating the dispute, including attorneys' fees, will be borne equally by both parties.

## **SECTION 10. TERM OF CONTRACT AND TERMINATION**

This contract shall commence on June 26, 2023 and shall terminate no later than September 26, 2023. The contract may be extended up to thirty (30) days maximum if mutually agreed upon by both parties. If either party desires, this contract may be amended upon such terms as the parties negotiate or it may be terminated. Either party may initiate a process to amend or terminate this Agreement as follows:

- A. Written notice. The party desiring to amend or terminate this Agreement shall provide written notice to the other party. Any party deciding to amend or terminate shall provide not less than 60 days prior notice for reasons other than those identified in Section 10 herein.
- B. Transition Plan. Upon receipt of such notice, the parties agree to commence work on and to complete within twenty (20) days a transition plan providing for an orderly transition of responsibilities from the County to the City over a minimum time frame of thirty (30) days. The transition plan shall identify and address personnel, capital equipment, workload and other issues related to the transition. Each party shall bear its respective costs in developing a transition.
- C. Final notice. Upon completion of a mutually agreed upon transition plan, either party may provide official written notice of its intent to terminate this Agreement, consistent with the contents of the plan.

D. Return of Equipment. Upon termination of this Agreement, the County shall deliver to the City any equipment that has been paid for with City funds.

#### **SECTION 11. INDEMNIFICATION AND DEFENSE**

The County shall defend, indemnify, and save harmless the City, its officers, appointed or elected officials, employees, and agents from any and all liability, loss, costs, claims, judgments, or awards of damages and expense including attorney's fees, resulting from the acts or omissions of the County, its officers, appointed or elected officials, employees, or agents associated with this Agreement. In executing this Agreement, the County does not assume liability or responsibility for or in any way release of the City from any liability or responsibility to the extent that such liability or responsibility arises from the existence or effect of City ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

The City shall defend, indemnify, and hold harmless the County, its officers, appointed or elected officials, employees, and agents from any and all liability, loss, costs, claims, judgments or awards of damages and expense including attorney's fees, resulting from the acts or omissions of the City, its officers, appointed or elected officials, employees or agents associated with this Agreement. In executing this Agreement, the City does not assume liability or responsibility for or in any way release the County from any liability or responsibility to the extent that such liability or responsibility arises from the existence or effect of County ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such County ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the County shall defend the same at its sole expense and if judgment is entered or damages are award against the County, the City or both, the County shall satisfy the same, including all chargeable costs and attorney's fees.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the County and the City, its officers, officials, employees, and volunteers, the County's liability hereunder shall be only to the extent of the County's negligence.

The terms of this Section 11 Indemnification and Defense, shall survive the termination or expiration of this Agreement.

#### **SECTION 12. NO THIRD-PARTY BENEFICIARY**

The County does not intend by this Agreement to assume any contractual obligations to anyone other than the City, and the City does not intend by this Agreement to assume any contractual obligations to anyone other than the County. The County and the City do not intend that there be any third-party beneficiary to this Agreement and nothing in this Agreement shall be construed to create a liability or a right of indemnification by any third party.

The terms of this Section 12 No Third-Party Beneficiary, shall survive the termination or expiration of this Agreement.

**SECTION 13. INSURANCE COVERAGE**

The City shall maintain at all times during the course of this Agreement a law enforcement legal liability or general liability insurance policy or other comparable coverage with a policy limit of not less than \$5,000,000.00 per occurrence and not less than \$5,000,000.00 aggregate limits. These policy limits can be obtained by a combination of primary and excess coverage.

The County shall maintain at all times during the course of this Agreement a law enforcement legal liability and auto liability policies with a policy limit of not less than \$5,00,000.00 per occurrence and not less than \$5,000,000.00 aggregate limits.

Both parties agree to provide proof of insurance or self-insurance to the other party upon request. Failure to maintain the agreed upon coverage and or provide proof of the same within two business days after the date of request for proof shall be grounds for immediate termination of the agreement notwithstanding Section 10.

The County shall provide Workers' Compensation insurance for its contracted employees prior to performing work under this contract. The City will not be responsible for payment of workers' compensation premiums for this Contractor or any subcontractor or employee of the County which might arise under the Washington State Department of Labor and Industries laws during the performance of duties and services under this contract.

**SECTION 14. NON-DISCRIMINATION POLICY**

The County and the City agree not to discriminate in the performance of this Agreement on the basis of race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, disabled or veteran status, or the presence of any physical, mental, or sensory handicap. The County and the City certify that they are Equal Employment Employers.

**SECTION 15. ASSIGNMENT**

Neither the County nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

**SECTION 16. NOTICE**

Any formal notice or communication to be given by the County to the City under this Agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

City of Fircrest  
115 Ramsdell Street  
Fircrest, WA 98466

Any formal notification or communication to be given by the City to the County under this Agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

Pierce County Sheriff's Department  
County City Building, 1<sup>st</sup> Floor  
930 Tacoma Avenue South  
Tacoma, Washington 98402

Either the City or the County giving notice thereof to the other as herein provided may change the name and address to which notices and communications shall be directed at any time by giving written notice to the other party.

**SECTION 17. COUNTY AS INDEPENDENT CONTRACTOR**

County is and shall at all times be deemed to be an independent contractor. No portion of this Agreement shall be construed as creating a relationship of employer and employee, or principal and agent, between the City and the County, or any of the County's agents or employees. The County shall retain all authority for rendition of services, standards of performance, control of contracted employee, and other matters incident to the performance of services by the County pursuant to this Agreement.

Nothing in this Agreement shall make any employee of the City an employee of the County, or any employee of the County an employee of the City for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded to employees of the County or of the City by virtue of their employment.

**SECTION 18. WAIVER**

No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of the Agreement. No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby.

**SECTION 19. ENTIRE AGREEMENT**

This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement. This Agreement supersedes all prior agreements and no prior agreements shall be effective for any purpose.

**SECTION 20. AMENDMENT**

Provisions within this Agreement may be amended with the mutual consent of the parties hereto and upon prior written notice to the other party of not less than sixty (60) days. No additions to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved, and executed by duly authorized agents of both parties.

**SECTION 20. NO REAL PROPERTY ACQUISITION OR FINANCING**

This Agreement does not provide for the joint acquisition, holding or disposal of any real or personal

property. Nor does this Agreement contemplate the financing of any joint or cooperative undertaking. There shall be no budget maintained for joint or cooperative undertakings pursuant to this Agreement.

**SECTION 21. FILING**

Copies of this Agreement may be filed with the Fircrest City Clerk, and the Pierce County Auditor.

**SECTION 22. SEVERABILITY**

If any provision of this Agreement shall be held illegal, invalid, or unenforceable, the remainder of this Agreement shall remain in full force and effect.

**SECTION 23. GOVERNING LAW AND VENUE**

The parties hereto agree that the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington and in the event of dispute, the venue for any action brought hereunder shall be in the Pierce County Superior Court.

**END OF AGREEMENT; SIGNATURE PAGE IMMEDIATELY FOLLOWING.**





**FIRCREST CITY COUNCIL AGENDA SUMMARY**

COUNCIL MEETING DATE: June 13, 2023

SUBJECT: 13D Resolution Authorizing the City Manager to Execute Agreements with Performers and Entertainers for Entertainment at 2023 Fun Days Not to Exceed \$21,000

FROM: Acting City Manager Bob Jean

Reviewed by: \_\_\_\_\_ City Manager \_\_\_\_\_ Finance Director \_\_\_\_\_ City Attorney

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**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute agreements with performers and entertainers for entertainment at 2023 Fun Days not to exceed \$21,000.

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**PROPOSAL:** This resolution would provide control of expenditures and provide flexibility for entertainment and performers at the 2023 Fun Days event. Currently, Jet City Players, Reptile Lady, HWY 9, Jeff Evans, Tim Cox, Alpha Pyrotechnics, and 53<sup>rd</sup> Street Sound have verbally committed to the event. Others may be added before 2023 Fun Days commences.

**FISCAL IMPACT:** There will not be a direct fiscal impact to adopt the resolution. There will be greater fiscal control of expenditures by having additional staff review and sign off on the agreements. Currently, \$14,000 is budgeted for performers and entertainment, and \$7,000 is budgeted for fireworks under the Community Events line.

**ADVANTAGES:** This provides for budget control and flexibility to allow additional events at 2023 Fun Days.

**DISADVANTAGES:** None of great significance.

**ALTERNATIVES:** Not adopt the resolution.

**HISTORY:** Historically, the City of Fircrest has provided various entertainment and performers at Fun Days, making this event a showpiece for community involvement. The City has agreements with each of the performers and entertainment acts. The most popular performers are asked to come back, and new acts are added based on Fun Days volunteer committee research and as budget and sponsorship circumstances permit.

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



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, AUTHORIZING THE CITY MANAGER  
TO EXECUTE AGREEMENTS WITH PERFORMERS AND  
ENTERTAINERS FOR ENTERTAINMENT AT 2023 FUN DAYS NOT  
TO EXCEED \$21,000**

**WHEREAS**, the City of Fircrest has need for performers and entertainment acts at 2023 Fun Days; and

**WHEREAS**, the City needs fiscal control over the 2023 Fun Days expenditures; and

**WHEREAS**, the City desires to allow flexibility in obtaining entertainment and performers for 2023 Fun Days.

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

**Section 1.** The City Manager is hereby authorized and directed to execute agreements with performers and entertainment acts for 2023 Fun Days not to exceed \$21,000.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON**, at a regular meeting thereof this 13<sup>th</sup> day of June 2023.

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Arlette Burkhart, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert Zeinemann, City Attorney

**FIRCREST CITY COUNCIL AGENDA SUMMARY**

**COUNCIL MEETING DATE:**

**June 13, 2023**

**SUBJECT:** 13E

**Resolution authorizing the City Manager to execute an agreement between AHBL and the City of Fircrest to lead the City through a Whittier Park Master Plan Process**

**FROM:**

**Jeff Grover, Parks and Recreation  
Director**

Reviewed by:           \_\_\_ City Manager   \_\_\_ Finance Director   \_\_\_ City Attorney

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**RECOMMENDED MOTION:**

**I move to adopt Resolution No. \_\_\_\_\_ authorizing the City Manager to execute an agreement between AHBL and the City of Fircrest to lead the City through a Whittier Park Master Plan Process.**

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**PROPOSAL:** Council is being asked to authorize an agreement between AHBL and the City of Fircrest. The purpose of this Agreement is a Final Preferred Master Plan for Whittier Park.

**FISCAL IMPACT:** AHBL was the sole firm to submit a statement of qualifications based off the RFQ. The 2023 budget includes \$35,000 under General Fund Parks Capital for the Whittier Master Plan. AHBL's fees are \$32,363.

**ADVANTAGES:** Whittier Park is heavily used by community members year-round. The master planning process is a unique opportunity to unite City staff, City Council, community, and stakeholders to unify the project to a common set of goals. AHBL will initiate the project by meeting with staff and user groups to determine the City's priorities for the Whittier Park Master Plan. AHBL will conduct a review of the site to understand and identify future possibilities. Relevant site data such as prevailing winds, sun and shading, sound mapping, slopes and elevations, critical adjacencies, and stormwater infiltration capabilities will all be considered throughout the process. AHBL will develop park programming options and design concepts to begin the community engagement process that will include posted materials, community wide survey, and two public engagement sessions.

**DISADVANTAGES:** None.

**HISTORY:** Whittier Park is in need of many improvements and is utilized by our community for a variety of purposes. Having a Whittier Park Master Plan will give City staff and City Council a clear plan to base future development projects from.

**Attachments:**           [Resolution](#)  
                                  [Professional Service Agreement with Exhibits](#)



**CITY OF FIRCREST  
PROFESSIONAL SERVICES AGREEMENT  
MASTER PLAN DESIGN SERVICES**

**1. DATE AND PARTIES**

THIS AGREEMENT, for reference purposes only, is dated the 13 day of June, 2023 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 AHBL, hereinafter referred to as "Consultant" in consideration of the mutual benefits, terms and conditions hereinafter specified.

**2. SERVICES DESIGNATION**

The Consultant is retained by the City to perform Master Plan Design services.

**3. SCOPE OF SERVICES**

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

**4. ASSIGNMENT**

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

**5. NON-WAIVER**

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

**6. TERMS OF AGREEMENT**

Notwithstanding, the date of execution hereof, this Agreement shall be in effect June 13, 2023, through December 31, 2023. Either party may terminate this Agreement upon thirty (30) day's written notice to the other party.

**7. PAYMENT**

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

**8. PERFORMANCE AND STANDARDS**

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



**15. STATUS OF CONSULTANT**

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

**16. 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.

**17. TAXES**

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

**18. DAMAGE BY VANDALISM OR ACTS OF GOD**

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

**19. 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.

**20. NON-DISCRIMINATION**

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

**21. SEVERABLE PROVISIONS**

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

**22. INTEGRATED AGREEMENT**

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

**DATED this 13 day of June, 2023**

**CITY OF FIRCREST**

**CONSULTANT**

By: \_\_\_\_\_  
Bob Jean, City Manager

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

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

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

**APPROVED AS TO FORM:**

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

**ATTEST:**

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

## EXHIBIT A -- SCOPE OF SERVICES



### Whittier Park Master Plan

#### SCOPE OF WORK

May 12, 2023

Thank you for the opportunity to submit this scope of work for the Whittier Park Master Plan project.

Our understanding of the project scope is based on our pursuit of the project during the request for proposals phase, interview conversations, and coordination calls with you.

Based on our conversations, we understand the project will include five main tasks of work, including:

- Task 0 – Project Management
- Task 1 – Site Investigation and Analysis
- Task 2 – Park Programming and Community Outreach
- Task 3 – Park Master Plan Development
- Task 4 – Beyond Adoption

To complete these tasks of work, we have a project team supporting our efforts to provide the City of Firecrest with comprehensive information to continue to move this project forward. Also, based on our conversations, we have included an updated project timeline that outlines our dates with milestones to accomplish the phased work. Our updated schedule estimates a five-month timeline to be efficient with time and resources.

Our scope of work is based on the following understanding of the City of Firecrest's responsibilities:

- The City will generate and manage a stakeholder list of individuals and organizations. AHBL will provide summaries that the City can share as part of ongoing communications with stakeholders through existing communication channels.
- Provide the AHBL team with previous meeting minutes and attendee lists related to any previous planning work done for Whittier Park.
- The City will provide to AHBL team with previous studies, current (2020) Firecrest PROS plan, GIS materials, shared use agreements, critical areas report, current wetland delineation reports, and other relevant data related to the Whittier Park for AHBL to compile a base map and perform site analysis studies.
- Identified project deliverables shall be submitted to the City Project Manager. The City Project Manager will coordinate the distribution of advanced materials to City staff. Unless otherwise noted, deliverables will be one electronic copy. The City is responsible for additional reprographics and distribution of the deliverables.



EXHIBIT B –Fee Summary



Whittier Park MP Fee Summary	Summary By Task			
	0	1	2	3
AHBL- LA	\$28,330	\$6,580	\$10,830	\$8,310
AHBL- civil	\$2,273	\$1,058	\$690	\$525
AHBL- planning	\$1,260	\$0	\$0	\$1,260
AHBL- survey	\$0	\$0	\$0	\$0
Services Subtotal (Tasks 0-3)	\$31,863	\$7,638	\$11,520	\$10,095
Reimbursable Expenses Subtotal (Task 90)	\$500			
<b>SUBTOTAL (Tasks 1-11 &amp; 90)</b>	<b>\$32,363</b>			

**GRAND TOTAL \$32,363**

# EXHIBIT C -- Schedule

