

**FIRCREST CITY COUNCIL
REGULAR MEETING AGENDA**

**TUESDAY, NOVEMBER 12, 2024
7:00 P.M.**

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

Pg. #

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. PRESIDING OFFICER'S REPORT
 - A. [Proclamation: Arbor Day 2024](#) 3
5. CITY MANAGER COMMENTS
6. DEPARTMENT HEAD COMMENTS
7. COUNCILMEMBER COMMENTS
8. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA (If you would like to make a public comment, you may speak at the appropriate time using the raise your hand feature or by pressing *9 on your phone.)
9. COMMITTEE, COMMISSION & LIAISON REPORTS
 - A. Administration
 - B. Built Environment, Planning, and Building
 - C. Finance, Information Technology, and Facilities
 - D. Other Reports
10. CONSENT CALENDAR
 - A. Approval of [vouchers](#)/payroll checks 4
 - B. Approval of Minutes: [October 14, 2024, Special Meeting](#) 20
[October 21, 2024, Special Meeting](#) 22
 - C. Setting a public hearing for proposed water rate adjustments at 7:15 PM or shortly thereafter
11. PUBLIC HEARING
 - A. [To receive comments on the 2025 Preliminary Budget](#) 24
12. UNFINISHED BUSINESS
13. NEW BUSINESS
 - A. [Motion: Emergency Sewer Repair](#) 36
 - B. [Ordinance: Municipal Court Judge and Chief Examiner Rate of Pay](#) 40
 - C. [Ordinance: 2025 Ad Valorem Tax Levy](#) 44
 - D. [Resolution: Adoption of Whittier Park Master Plan](#) 61
 - E. [Resolution: Leavitt Group Insurance Broker Contract](#) 81
 - F. [Resolution: Olbrechts & Associates, Hearing Examiner Amendment #5](#) 89
 - G. [Resolution: Summit Law Group Amendment #18](#) 92
 - H. [Resolution: Pierce County Interlocal Agreement Amendment](#) 96
 - I. [Resolution: BJA Patrick Leahy Bulletproof Vest Partnership \(BVP\) Grant Acceptance](#) 126
 - J. [Resolution: Tacoma Public Safety Radio System User Agreement](#) 129
 - K. [Resolution: KPG Psomas Amendment #10](#) 142
 - L. [Resolution: NW GIS Consulting Amendment #9](#) 146
 - M. [Resolution: Water Meter Exchange Contract](#) 149
 - N. [Resolution: Electron Way/Contra Costa Ave Crosswalk Bid Award](#) 158
14. CALL FOR FINAL COMMENTS

15. EXECUTIVE SESSION

To Discuss Labor Negotiations pursuant to RCW 42.30.140 (4)(b)

16. ADJOURNMENT

Join the Zoom Meeting: *Dial-in Information: 1-253-215-8782 Webinar ID: 846 5985 5658 Password: 848037*



PROCLAMATION OF THE CITY COUNCIL

WHEREAS, in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can assist with combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife; and

WHEREAS, trees are a renewable resource, giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, while Arbor Day is traditionally celebrated in the spring, research has shown that trees planted in the fall have the best opportunity for optimum growth in the Pacific Northwest climate; and

WHEREAS, the City of Fircrest has been recognized for two consecutive years as a *Tree City USA* by the Washington Department of Natural Resources and the National Arbor Day Foundation for our commitment to planting and caring for our city's trees; and

WHEREAS, the City of Fircrest Parks and Recreation Department has partnered with the Tacoma Tree Foundation, Pierce County Parks, and the Pierce Conservation District to host the third annual FirFest – a tree giveaway and ceremonial tree planting event scheduled for November 23, 2024; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, WE, MAYOR AND COUNCILMEMBERS, of the City of Fircrest, do hereby proclaim the fourth Saturday of November as **Arbor Day** in the City of Fircrest and encourage all residents to celebrate Arbor Day by attending FirFest on November 23, 2024, to support efforts to protect and preserve our trees and woodlands; and

FURTHER, we urge all citizens to plant trees to gladden the heart and to contribute to the well-being of our community, environment, and future generations.

Passed this 23rd day of November 2024

Shannon Reynolds, Mayor

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|----------------|--------------|-------------------------------|-----------------------------------|------------|--|
| 33633 | 11/06/2024 | 11/12/2024 | 10588 AHBL, Inc. | 78.42 | P#78 Whittier Park Master Plan - Professional Services - 03/26/24-07/25/24 |
| | 594 76 63 01 | Other Improvements - Parks | 001 000 576 General Fund | 78.42 | P#78 Whittier Park Master Plan - Professional Services - 03/26/24-07/25/24 |
| 33568 | 11/01/2024 | 11/12/2024 | 10861 ATS Automation, Inc. | 1,981.80 | HVAC Repair & Maintenance - Community Center |
| | 518 30 48 01 | Rep & Maint - Rec Bldg | 001 000 518 General Fund | 1,981.80 | HVAC Repair & Maintenance - Community Center |
| 33604 | 11/05/2024 | 11/12/2024 | 218 Baldwin, Deborah | 78.00 | Library Reimbursement - 1 Year |
| | 572 21 49 00 | Library Services | 001 000 572 General Fund | 78.00 | Library Reimbursement - 1 Year |
| 33522 | 10/29/2024 | 11/12/2024 | 8796 Bennett, Elaine | 78.00 | Library Reimbursement - 1 Year (Elaine) |
| | 572 21 49 00 | Library Services | 001 000 572 General Fund | 78.00 | Library Reimbursement - 1 Year (Elaine) |
| 33526 | 10/29/2024 | 11/12/2024 | 1906 Burgess, Anneke | 78.00 | Library Reimbursement - 1 Year |
| | 572 21 49 00 | Library Services | 001 000 572 General Fund | 78.00 | Library Reimbursement - 1 Year |
| 33591 | 11/04/2024 | 11/12/2024 | 3572 CED | 213.00 | Holiday Lights for Tree at Alice Peers Park |
| | 576 80 31 02 | Oper Supplies - Parks | 001 000 576 General Fund | 213.00 | Holiday Lights for Tree at Alice Peers Park |
| 33505 | 10/28/2024 | 11/12/2024 | 6018 Canon Financial Services Inc | 194.54 | Police Copier/Fax Rental - October 2024 |
| | 521 22 45 00 | Oper Rentals - Copier - Polic | 001 000 521 General Fund | 17.85 | Police Copier/Fax Tax - October 2024 |
| | 591 21 70 22 | Lease Payments - Police | 001 000 591 General Fund | 176.69 | Police Copier/Fax Rental - October 2024 |
| 33582 | 11/04/2024 | 11/12/2024 | 4325 City Treasurer-Tacoma-SEWER | 323,151.22 | 3rd Qtr 2024 - Sewer Treatment |
| | 535 60 44 02 | Sewage Treatment | 430 000 535 Sewer Fund (dep | 323,151.22 | 3rd Qtr 2024 - Sewer Treatment |
| 33632 | 11/06/2024 | 11/12/2024 | 10934 City of Pacific | 422.40 | Body Armor - J Castaneda |
| | 521 22 49 01 | Uniforms/Clothing/Laundry | 001 000 521 General Fund | 422.40 | Body Armor - J Castaneda |
| 33537 | 10/29/2024 | 11/12/2024 | 6203 Code Mechanical Inc | 1,012.92 | HVAC Bi-Annual Maintenance Agreement - March 2024 |
| | 518 30 48 02 | Rep & Maint - City Hall | 001 000 518 General Fund | 337.64 | HVAC Bi-Annual Maintenance Agreement - March 2024 |
| | 518 30 48 03 | Rep & Maint - PW | 001 000 518 General Fund | 337.64 | HVAC Bi-Annual Maintenance Agreement - March 2024 |
| | 518 30 48 04 | Rep & Maint - PSB | 001 000 518 General Fund | 337.64 | HVAC Bi-Annual Maintenance Agreement - March 2024 |

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| 33538 | 10/29/2024 | 11/12/2024 | 6203 Code Mechanical Inc | 1,436.81 | HVAC Bi-Annual Maintenance Agreement - September 2024 |
| | 518 30 48 02 | Rep & Maint - City Hall | 001 000 518 General Fund | 478.93 | HVAC Bi-Annual Maintenance Agreement - September 2024 |
| | 518 30 48 03 | Rep & Maint - PW | 001 000 518 General Fund | 478.94 | HVAC Bi-Annual Maintenance Agreement - September 2024 |
| | 518 30 48 04 | Rep & Maint - PSB | 001 000 518 General Fund | 478.94 | HVAC Bi-Annual Maintenance Agreement - September 2024 |
| Total Code Mechanical Inc | | | | 2,449.73 | |
| 33508 | 10/28/2024 | 11/12/2024 | 6268 Cole-Parmer Instrument Company | 151.32 | Testing Reagents Tablets/Chlorine Powder |
| | 534 80 41 00 | Water Testing | 425 000 534 Water Fund (de | 151.32 | Testing Reagents Tablets/Chlorine Powder |
| 33577 | 11/04/2024 | 11/12/2024 | 8188 Comcast Business Communications LLC | 455.17 | Internet Access Fee - November 2024 |
| | 518 81 42 00 | Communication/Internet - I/ | 001 000 518 General Fund | 455.17 | Internet Access Fee - November 2024 |
| 33542 | 10/29/2024 | 11/12/2024 | 7918 Contreras, Alejandra | 170.00 | Spanish Interpreting (2 hrs) 24IN75768, 24CR75767, 24CR75397 |
| | 512 51 41 03 | Prof Svcs - Interpreter - FMC | 001 000 512 General Fund | 170.00 | Spanish Interpreting (2 hrs) 24IN75768, 24CR75767, 24CR75397 |
| 33567 | 11/01/2024 | 11/12/2024 | 15 Crippen, Kathy | 78.00 | Library Reimbursement - 1 Year |
| | 572 21 49 00 | Library Services | 001 000 572 General Fund | 78.00 | Library Reimbursement - 1 Year |
| 33493 | 10/21/2024 | 11/12/2024 | 8734 Cucco, Olivia | 39.35 | 07-00045.2 - 1525 EDWARDS AVE |
| | 343 10 00 00 | Storm Drain Revenues | 415 000 340 Storm Drain | -10.39 | |
| | 343 40 00 00 | Sale Of Water | 425 000 340 Water Fund (de | -11.89 | |
| | 343 50 00 00 | Sewer Revenues | 430 000 340 Sewer Fund (de | -17.07 | |
| 33576 | 11/01/2024 | 11/12/2024 | 7053 Culver, Rebecca | 78.00 | Library Reimbursement - 1 Year |
| | 572 21 49 00 | Library Services | 001 000 572 General Fund | 78.00 | Library Reimbursement - 1 Year |
| 33509 | 10/28/2024 | 11/12/2024 | 3588 Daily Journal Of Commerce, Inc | 622.20 | P#82A Advertisement for Electron Way & Contra Costa Intersection Improvement Project |
| | 595 32 63 01 | Street Improvements | 101 000 542 City Street Fund | 622.20 | P#82A Advertisement for Electron Way & Contra Costa Intersection Improvement Project |

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| 33639 | 11/07/2024 | 11/12/2024 3589 | Databar Inc | 2,646.14 | Town Topics with Special Thank You Insert - October 2024 |
| | 518 10 49 01 | Town Topics/Citizen Commu | 001 000 518 General Fund | 2,646.14 | Town Topics with Special Thank You Insert - October 2024 |
| 33640 | 11/07/2024 | 11/12/2024 3589 | Databar Inc | 577.44 | Town Topics Newsletter - October 2024 |
| | 518 10 49 01 | Town Topics/Citizen Commu | 001 000 518 General Fund | 577.44 | Town Topics Newsletter - October 2024 |
| | | | Total Databar Inc | 3,223.58 | |
| 33644 | 11/07/2024 | 11/12/2024 3590 | Datec Inc. | 1,062.47 | SAA #2031, 2032, 2033 - Police Dept Printer & Barcode Scanners (2) |
| | 521 22 35 00 | Small Tools & Equip - Police | 001 000 521 General Fund | 1,062.47 | SAA #2031, 2032, 2033 - Police Dept Printer & Barcode Scanners (2) |
| 33631 | 11/06/2024 | 11/12/2024 10933 | Decatur Electronics LLC | 1,605.00 | SAA #2030 Radar Gun with Antennas |
| | 521 22 35 00 | Small Tools & Equip - Police | 001 000 521 General Fund | 1,605.00 | SAA #2030 Radar Gun with Antennas |
| 33541 | 10/29/2024 | 11/12/2024 3594 | Dept Of Ecology | 2,867.50 | Municipal Stormwater Permit Fee - 2nd Half FY25 7/1/2024-6/30/2025 |
| | 531 50 49 01 | NPDES Permit | 415 000 531 Storm Drain | 2,867.50 | Municipal Stormwater Permit Fee - 2nd Half FY25 7/1/2024-6/30/2025 |
| 33521 | 10/29/2024 | 11/12/2024 2639 | Diaz, Robert | 78.00 | Library Reimbursement - 1 Year (Julie) |
| | 572 21 49 00 | Library Services | 001 000 572 General Fund | 78.00 | Library Reimbursement - 1 Year (Julie) |
| 33564 | 11/01/2024 | 11/12/2024 10263 | Dunbar, Julieanna R | 302.92 | 2024 WFOA 69TH Conference - Mileage & Meals |
| | 514 23 43 00 | Travel - Finance | 001 000 514 General Fund | 302.92 | 2024 WFOA 69TH Conference - Mileage & Meals |
| 33573 | 11/01/2024 | 11/12/2024 10263 | Dunbar, Julieanna R | 57.75 | Gym Fees Reimbursement - Aug - Oct 2024 |
| | 514 23 20 00 | Personnel Benefits - Finance | 001 000 514 General Fund | 57.75 | Gym Fees Reimbursement - Aug - Oct 2024 |
| | | | Total Dunbar, Julieanna R | 360.67 | |
| 33581 | 11/04/2024 | 11/12/2024 366 | Employment Security Dept, UI Tax Admin | 1,769.66 | Benefit Charge - Q3/2024 |
| | 517 78 20 00 | Unemployment Compensati | 001 000 517 General Fund | 1,769.66 | Benefit Charge - Q3/2024 |
| 33519 | 10/29/2024 | 11/12/2024 7717 | Fay, Fred | 78.00 | Library Reimbursement - 1 Year |

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| 572 21 49 00 | Library Services | 001 000 572 | General Fund | 78.00 | Library Reimbursement - 1 Year (Fred) |
| 33584 | 11/04/2024 | 11/12/2024 3638 | Fircrest Golf Club | 1,387.31 | Land Rental for Water Tank on Golf Course Property - November 2024 |
| 591 34 70 00 | Lease Payments - Water Adr | 425 000 591 | Water Fund (dep | 1,387.31 | Land Rental for Water Tank on Golf Course Property - November 2024 |
| 33571 | 11/01/2024 | 11/12/2024 10618 | First Responder Outfitters, Inc. | 46.31 | Double Magazine Pouch - S. Towe |
| 521 22 49 01 | Uniforms/Clothing/Laundry | 001 000 521 | General Fund | 46.31 | Double Magazine Pouch - S. Towe |
| 33572 | 11/01/2024 | 11/12/2024 10618 | First Responder Outfitters, Inc. | 281.27 | Uniform Alterations - M Bugarin |
| 521 22 49 01 | Uniforms/Clothing/Laundry | 001 000 521 | General Fund | 281.27 | Uniform Alterations - M Bugarin |
| 33601 | 11/04/2024 | 11/12/2024 10618 | First Responder Outfitters, Inc. | 547.09 | Uniform Alterations - S Towe |
| 521 22 49 01 | Uniforms/Clothing/Laundry | 001 000 521 | General Fund | 547.09 | Uniform Alterations - S Towe |
| | | | Total First Responder Outfitters, Inc. | 874.67 | |
| 33557 | 10/31/2024 | 11/12/2024 10683 | Frey, Kyle | 193.28 | 04-01900.9 - 630 MONTEREY LANE |
| 343 10 00 00 | Storm Drain Revenues | 415 000 340 | Storm Drain | -42.38 | |
| 343 40 00 00 | Sale Of Water | 425 000 340 | Water Fund (dep | -48.44 | |
| 343 50 00 00 | Sewer Revenues | 430 000 340 | Sewer Fund (dep | -102.46 | |
| 33583 | 11/04/2024 | 11/12/2024 6774 | Greenleaf Landscaping 1 Inc | 7,642.79 | Monthly Landscape Service - October 2024 |
| 518 30 41 01 | Contract Maintenance | 001 000 518 | General Fund | 3,442.18 | Monthly Landscape Service - October 2024 |
| 542 80 48 00 | Street Tree Maintenance (co | 101 000 542 | City Street Fund | 1,359.74 | Monthly Landscape Service - October 2024 |
| 542 80 49 03 | Beautification Services (cont | 101 000 542 | City Street Fund | 2,840.87 | Monthly Landscape Service - October 2024 |
| 33574 | 11/01/2024 | 11/12/2024 107 | Grolbert, Elizabeth | 78.00 | Library Reimbursement 1 Year |
| 572 21 49 00 | Library Services | 001 000 572 | General Fund | 78.00 | Library Reimbursement 1 Year |
| 33621 | 11/06/2024 | 11/12/2024 10305 | Gunderson Law Office PLLC | 12,000.00 | City of Fircrest - October 2024 |
| 515 41 41 03 | City Prosecutor | 001 000 515 | General Fund | 12,000.00 | City of Fircrest - October 2024 |
| 33494 | 10/21/2024 | 11/12/2024 1378 | Hahn, Peter | 119.06 | 02-00920.3 - 101 CONTRA COSTA AVE |
| 343 10 00 00 | Storm Drain Revenues | 415 000 340 | Storm Drain | -29.00 | |
| 343 40 00 00 | Sale Of Water | 425 000 340 | Water Fund (dep | -32.63 | |
| 343 50 00 00 | Sewer Revenues | 430 000 340 | Sewer Fund (dep | -57.43 | |

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| 33597 | 11/04/2024 | 11/12/2024 10499 | Hemley's Septic Tank Cleaning, Inc. | 235.00 | Portable Restrooms for Haunted Trails |
| | 573 90 49 01 | Community Events | 001 000 573 General Fund | 235.00 | Portable Restrooms for Haunted Trails |
| 33575 | 11/01/2024 | 11/12/2024 10866 | Hinton, M. Pete | 65.00 | Spanish Interpreting (1 hrs) 24IN48554,24IN53884,24IN53883 |
| | 512 51 41 03 | Prof Srvs - Interpreter - FMC | 001 000 512 General Fund | 65.00 | Spanish Interpreting (1 hrs) 24IN48554,24IN53884,24IN53883 |
| 33533 | 10/29/2024 | 11/12/2024 3692 | Home Depot Credit Services | 32.89 | Light Bulbs for Public Works Building |
| | 518 30 31 03 | Oper Supplies - PWF | 001 000 518 General Fund | 32.89 | Light Bulbs for Public Works Building |
| 33534 | 10/29/2024 | 11/12/2024 3692 | Home Depot Credit Services | 35.13 | Spider Glue Traps (4); Bug Spray (1) |
| | 518 30 31 04 | Oper Supplies - CH | 001 000 518 General Fund | 35.13 | Spider Glue Traps (4); Bug Spray (1) |
| 33570 | 11/01/2024 | 11/12/2024 3692 | Home Depot Credit Services | 97.34 | White Rags (8 - 200ct) |
| | 535 50 31 01 | Oper Supplies - Sewer Main | 430 000 535 Sewer Fund (dep | 97.34 | White Rags (8 - 200ct) |
| 33589 | 11/04/2024 | 11/12/2024 3692 | Home Depot Credit Services | 49.56 | Materials For Floor Drain Repairs - Pex pipe; Tectite 90-Deg Elbow; Tectite Female Adapter |
| | 518 30 31 02 | Oper Supplies - PSB Bldg | 001 000 518 General Fund | 49.56 | Materials For Floor Drain Repairs - Pex pipe; Tectite 90-Deg Elbow; Tectite Female Adapter |
| 33590 | 11/04/2024 | 11/12/2024 3692 | Home Depot Credit Services | 49.02 | Floor Drain Repair Supplies |
| | 518 30 31 02 | Oper Supplies - PSB Bldg | 001 000 518 General Fund | 49.02 | Floor Drain Repair Supplies |
| 33642 | 11/07/2024 | 11/12/2024 3692 | Home Depot Credit Services | 35.26 | Floor Drain Repair Supplies |
| | 518 30 31 02 | Oper Supplies - PSB Bldg | 001 000 518 General Fund | 35.26 | Floor Drain Repair Supplies |
| Total Home Depot Credit Services | | | | 299.20 | |
| 33566 | 11/01/2024 | 11/12/2024 4131 | Humane Society - Tacoma | 781.36 | November 2024 Boarding Contract |
| | 554 30 41 00 | Animal Control | 001 000 554 General Fund | 781.36 | November 2024 Boarding Contract |
| 33630 | 11/06/2024 | 11/12/2024 10264 | Larson, Shari | 1,134.70 | Gentle Yoga & Chair Yoga Classes (10/01/24-10/31/24) |
| | 571 10 49 04 | Instructor Fees | 001 000 571 General Fund | 1,134.70 | Gentle Yoga & Chair Yoga Classes (10/01/24-10/31/24) |

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| 33598 | 11/04/2024 | 11/12/2024 | 3776 Lemay Mobile Shredding | 48.00 | Shredding 09/2024 |
| | 531 50 49 00 | Miscellaneous - Storm | 415 000 531 Storm Drain | 16.00 | Shredding 09/2024 - PW Storm |
| | 534 10 49 00 | Miscellaneous - Water Admi | 425 000 534 Water Fund (dep | 16.00 | Shredding 09/2024 - PW Water |
| | 535 10 49 00 | Miscellaneous - Sewer Admi | 430 000 535 Sewer Fund (dep | 16.00 | Shredding 09/2024 - PW Sewer |
| 33607 | 11/05/2024 | 11/12/2024 | 3776 Lemay Mobile Shredding | 108.00 | Shredding 10/2024 - CH & Court |
| | 512 51 49 00 | Miscellaneous - Court | 001 000 512 General Fund | 54.00 | Shredding 10/2024 - Court |
| | 514 23 49 00 | Miscellaneous - Finance | 001 000 514 General Fund | 54.00 | Shredding 10/2024 - CH |
| 33637 | 11/07/2024 | 11/12/2024 | 3776 Lemay Mobile Shredding | 49.00 | Shredding 10/2024 |
| | 531 50 49 00 | Miscellaneous - Storm | 415 000 531 Storm Drain | 16.35 | Shredding 10/2024 - PW Storm |
| | 534 10 49 00 | Miscellaneous - Water Admi | 425 000 534 Water Fund (dep | 16.35 | Shredding 10/2024 - PW Water |
| | 535 10 49 00 | Miscellaneous - Sewer Admi | 430 000 535 Sewer Fund (dep | 16.30 | Shredding 10/2024 - PW Sewer |
| | | | Total Lemay Mobile Shredding | 205.00 | |
| 33527 | 10/29/2024 | 11/12/2024 | 9704 Lindstrom, Lisa | 78.00 | Library Reimbursement - 1 Year |
| | 572 21 49 00 | Library Services | 001 000 572 General Fund | 78.00 | Library Reimbursement - 1 Year |
| 33593 | 11/04/2024 | 11/12/2024 | 10459 Locke Systems Inc. | 25.00 | SSL Certificate for Remote cityoffircrest.net - 1 year |
| | 518 81 41 01 | Prof Svcs - I/S | 001 000 518 General Fund | 25.00 | SSL Certificate for Remote cityoffircrest.net - 1 year |
| 33594 | 11/04/2024 | 11/12/2024 | 10459 Locke Systems Inc. | 4,954.50 | IT Managed Services - November 2024 (for October Services) |
| | 518 81 41 01 | Prof Svcs - I/S | 001 000 518 General Fund | 4,954.50 | IT Managed Services - November 2024 (for October Services) |
| | | | Total Locke Systems Inc. | 4,979.50 | |
| 33618 | 11/06/2024 | 11/12/2024 | 3791 Lowe's Company-#338954 | 29.25 | Paint for Beautification Brackets for Plants/Flags |
| | 542 80 31 01 | Oper Supplies - St Beaut | 101 000 542 City Street Fund | 29.25 | Paint for Beautification Brackets for Plants/Flags |
| 33624 | 11/06/2024 | 11/12/2024 | 10447 Masko, Dawn | 235.52 | AWC Member Expo - Lodging & Meal Reimbursement - 10/09/24-10/10/24 |
| | 518 11 43 00 | Travel - Personnel | 001 000 518 General Fund | 235.52 | AWC Member Expo - Lodging & Meal Reimbursement - 10/09/24-10/10/24 |

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| 33518 | 10/29/2024 | 11/12/2024 | 6877 | McColm, Susan | 78.00 Library Reimbursement - 1 Year |
| | 572 21 49 00 | Library Services | 001 000 572 | General Fund | 78.00 Library Reimbursement - 1 Year |
| 33629 | 11/06/2024 | 11/12/2024 | 3841 | Metropolitan Ballet of Tacoma | 2,038.40 Ballet Instruction 09/12/24-12/05/24 |
| | 571 10 49 04 | Instructor Fees | 001 000 571 | General Fund | 2,038.40 Ballet Instruction 09/12/24-12/05/24 |
| 33636 | 11/06/2024 | 11/12/2024 | 9415 | Miles Resources LLC | 145,421.17 P#77 Orchard St Overlay Construction Progress Payment #2 |
| | 595 32 63 01 | Street Improvements | 101 000 542 | City Street Fund | 145,421.17 P#77 Orchard St Overlay Construction Progress Payment #2 |
| 33500 | 10/25/2024 | 11/12/2024 | 2845 | Moline, Margaret | 78.00 Library Reimbursement - 1 Year |
| | 572 21 49 00 | Library Services | 001 000 572 | General Fund | 78.00 Library Reimbursement - 1 Year |
| 33523 | 10/29/2024 | 11/12/2024 | 2491 | Neufeld, Brian | 78.00 Library Reimbursement - 1 Year (Kristin) |
| | 572 21 49 00 | Library Services | 001 000 572 | General Fund | 78.00 Library Reimbursement - 1 Year (Kristin) |
| 33507 | 10/28/2024 | 11/12/2024 | 3898 | Northwest Aerial Services | 859.28 #59083D (2Ton Dump Truck) Engine Will Not Crank-over; Checked Battery, Found To Be Good; Determined Starter Is Faulty, Replaced Starter |
| | 548 65 48 12 | O & M - Street | 501 000 548 | Equipment Rent | 859.28 #59083D (2Ton Dump Truck) Engine Will Not Crank-over; Checked Battery, Found To Be Good; Determined Starter Is Faulty, Replaced Starter |
| 33614 | 11/05/2024 | 11/12/2024 | 3898 | Northwest Aerial Services | 286.96 #60915D (2015 Sweeper) Repairs - Replaced Fuse |
| | 548 65 48 13 | O & M - Storm | 501 000 548 | Equipment Rent | 286.96 #60915D (2015 Sweeper) Repairs - Replaced Fuse |
| | | | Total Northwest Aerial Services | 1,146.24 | |
| 33492 | 10/18/2024 | 11/12/2024 | 10912 | O'Laughlin, Frank | 260.00 Refund Utility Deposit Paid in Error. - Mr. O'Loughlin Purchased the Home |
| | 582 10 04 11 | Trust Fund - Utility Deposits | 411 000 580 | Trust Fund | 260.00 Refund Utility Deposit Paid in Error. - Mr. O'Loughlin Purchased the Home |
| 33565 | 11/01/2024 | 11/12/2024 | 3929 | Owen Equipment Company | 7,502.39 60915D Cross-wind Sweeper Repairs - Suction Hood Rebuilt |
| | 548 65 48 13 | O & M - Storm | 501 000 548 | Equipment Rent | 7,502.39 60915D Cross-wind Sweeper Repairs - Suction Hood Rebuilt |

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| 33602 | 11/05/2024 | 11/12/2024 | 3957 PC Budget & Finance | 532.62 | 3rd Qtr 2024 Liquor Tax |
| | 566 66 49 00 | Substance Abuse Fee | 001 000 566 General Fund | 532.62 | 3rd Qtr 2024 Liquor Tax |
| 33622 | 11/06/2024 | 11/12/2024 | 10850 PROCOM LLC | 72.00 | Pre-Employment Drug Screening - J Castaneda |
| | 518 11 41 02 | Drug & Alcohol - Personnel | 001 000 518 General Fund | 72.00 | Pre-Employment Drug Screening - J Castaneda |
| 33502 | 10/25/2024 | 11/12/2024 | 8993 Pacific Office Automation - A/R | 549.59 | Copier Usage - 09/01/24-10/01/24 |
| | 512 51 45 00 | Oper Rentals - Copier - Cour | 001 000 512 General Fund | 9.58 | Court 09/01/24-10/01/24 |
| | 518 10 45 00 | Oper Rentals - Copier - Non | 001 000 518 General Fund | 18.66 | City Hall 09/01/24-10/01/24 |
| | 531 50 45 00 | Oper Rentals - Copier - Storm | 415 000 531 Storm Drain | 2.93 | Storm 09/01/24-10/01/24 |
| | 534 10 45 02 | Oper Rentals - Copier - Water | 425 000 534 Water Fund (dep | 2.93 | Water 09/01/24-10/01/24 |
| | 535 10 45 00 | Oper Rentals - Copier - Sewer | 430 000 535 Sewer Fund (dep | 2.92 | Sewer 09/01/24-10/01/24 |
| | 542 30 45 00 | Oper Rentals - Copier - Street | 101 000 542 City Street Fund | 2.92 | Street 09/01/24-10/01/24 |
| | 571 10 45 01 | Oper Rentals - Copier - Rec | 001 000 571 General Fund | 9.42 | Rec 09/01/24-10/01/24 |
| | 576 80 45 00 | Oper Rentals - Copier - Park | 001 000 576 General Fund | 1.05 | Parks 09/01/24-10/01/24 |
| | 591 12 70 00 | Lease Payments - Court | 001 000 591 General Fund | 94.84 | Court 09/01/24-10/01/24 |
| | 591 18 70 10 | Lease Payments - Non-Dept | 001 000 591 General Fund | 184.78 | City Hall 09/01/24-10/01/24 |
| | 591 31 70 00 | Lease Payments - Storm | 415 000 591 Storm Drain | 28.99 | Storm 09/01/24-10/01/24 |
| | 591 34 70 00 | Lease Payments - Water Adm | 425 000 591 Water Fund (dep | 28.99 | Water 09/01/24-10/01/24 |
| | 591 35 70 00 | Lease Payments - Sewer | 430 000 591 Sewer Fund (dep | 28.99 | Sewer 09/01/24-10/01/24 |
| | 591 71 70 00 | Lease Payments - Recreation | 001 000 591 General Fund | 93.23 | Rec 09/01/24-10/01/24 |
| | 591 76 70 80 | Lease Payments - Parks | 001 000 591 General Fund | 10.36 | Parks 09/01/24-10/01/24 |
| | 591 95 70 00 | Lease Payments - Street | 101 000 591 City Street Fund | 29.00 | Street 09/01/24-10/01/24 |
| 33643 | 11/07/2024 | 11/12/2024 | 8993 Pacific Office Automation - A/R | 556.96 | Copier Usage 09/01/24-10/01/24 |
| | 512 51 45 00 | Oper Rentals - Copier - Cour | 001 000 512 General Fund | 28.89 | Court 09/01/24-10/01/24 |
| | 518 10 45 00 | Oper Rentals - Copier - Non | 001 000 518 General Fund | 447.58 | City Hall 09/01/24-10/01/24 |
| | 531 50 45 00 | Oper Rentals - Copier - Storm | 415 000 531 Storm Drain | 5.94 | Storm 09/01/24-10/01/24 |
| | 534 10 45 02 | Oper Rentals - Copier - Water | 425 000 534 Water Fund (dep | 5.93 | Water 09/01/24-10/01/24 |
| | 535 10 45 00 | Oper Rentals - Copier - Sewer | 430 000 535 Sewer Fund (dep | 5.94 | Sewer 09/01/24-10/01/24 |
| | 542 30 45 00 | Oper Rentals - Copier - Street | 101 000 542 City Street Fund | 5.94 | Street 09/01/24-10/01/24 |
| | 571 10 45 01 | Oper Rentals - Copier - Rec | 001 000 571 General Fund | 51.05 | Rec 09/01/24-10/01/24 |
| | 576 80 45 00 | Oper Rentals - Copier - Park | 001 000 576 General Fund | 5.69 | Parks 09/01/24-10/01/24 |
| Total Pacific Office Automation - A/R | | | | 1,106.55 | |
| 33524 | 10/29/2024 | 11/12/2024 | 2830 Pasquale, Alfred | 78.00 | Library Reimbursement - 1 Year |
| | 572 21 49 00 | Library Services | 001 000 572 General Fund | 78.00 | Library Reimbursement - 1 Year |

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| 33495 | 10/21/2024 | 11/12/2024 | 2131 Paulson, Gerald | 101.18 | 04-01800.0 - 517 MONTEREY LANE |
| | 343 10 00 00 | Storm Drain Revenues | 415 000 340 | -40.74 | Storm Drain |
| | 343 40 00 00 | Sale Of Water | 425 000 340 | -35.71 | Water Fund (dep |
| | 343 50 00 00 | Sewer Revenues | 430 000 340 | -24.73 | Sewer Fund (dep |
| 33612 | 11/05/2024 | 11/12/2024 | 8182 Peterson, Darwin | 78.00 | Library Reimbursement - 1 Year |
| | 572 21 49 00 | Library Services | 001 000 572 | 78.00 | Library Reimbursement - 1 Year |
| 33520 | 10/29/2024 | 11/12/2024 | 3954 Peterson, Kristin | 78.00 | Library Reimbursement - 1 Year |
| | 572 21 49 00 | Library Services | 001 000 572 | 78.00 | Library Reimbursement - 1 Year |
| 33615 | 11/05/2024 | 11/12/2024 | 3955 Petrocard Systems Inc | 472.96 | Gas/Fuel - 10/2024 |
| | 548 65 31 13 | Gas - Storm | 501 000 548 | 472.96 | Equipment Rent |
| 33592 | 11/04/2024 | 11/12/2024 | 4828 Protect Youth Sports | 339.45 | Personnel Background Checks - Job Applicants & Youth Basketball Volunteers |
| | 518 11 41 00 | Prof Svcs - Personnel | 001 000 518 | 339.45 | Personnel Background Checks - Job Applicants & Youth Basketball Volunteers |
| 33511 | 10/28/2024 | 11/12/2024 | 3751 Psomas, DBA KPG Psomas | 9,594.50 | P#81 Claremont St Grind & Overlay - 8/23/24-9/26/24 |
| | 595 10 63 06 | Project Engineering - Street | 101 000 594 | 9,594.50 | City Street Fund |
| 33512 | 10/28/2024 | 11/12/2024 | 3751 Psomas, DBA KPG Psomas | 22,577.60 | P#82A&B Electron Way & Contra Costa 8/23/24-9/26/24 |
| | 595 10 63 06 | Project Engineering - Street | 101 000 594 | 22,577.60 | City Street Fund |
| | | | Total Psomas, DBA KPG Psomas | 32,172.10 | |
| 33578 | 11/04/2024 | 11/12/2024 | 3986 Puget Sound Energy, BOT-01H | 3,095.72 | Natural Gas - Pool/Bathhouse - October 2024 |
| | 576 20 47 00 | Public Utility Services - Pool | 001 000 576 | 3,095.72 | General Fund |
| 33517 | 10/29/2024 | 11/12/2024 | 4754 Reitz, Sheila | 78.00 | Library Reimbursement - 1 Year |
| | 572 21 49 00 | Library Services | 001 000 572 | 78.00 | Library Reimbursement - 1 Year |
| 33504 | 10/28/2024 | 11/12/2024 | 337 Roberts, Christopher | 25.00 | Oct 2024 Gym Reimbursement Fees |
| | 521 22 20 00 | Personnel Benefits - Police | 001 000 521 | 25.00 | General Fund |

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| 33627 | 11/06/2024 | 11/12/2024 10398 | Rubke, Patricia | 504.00 | Barre Classes (Beginning Barre, Barre HIIT, Barre) 10/02/24-10/30/24 |
| | 571 10 49 04 Instructor Fees | | 001 000 571 General Fund | 504.00 | Barre Classes (Beginning Barre, Barre HIIT, Barre) 10/02/24-10/30/24 |
| 33510 | 10/28/2024 | 11/12/2024 4026 | S & B Inc | 2,075.39 | Alameda Sewer Liftstation-Software Troubles with Drive; Reprogram and Recommission Liftstation Drive |
| | 535 50 48 00 Rep & Maint - Sewer Maint | | 430 000 535 Sewer Fund (dep | 2,075.39 | Alameda Sewer Liftstation-Software Troubles with Drive; Reprogram and Recommission Liftstation Drive |
| 33595 | 11/04/2024 | 11/12/2024 4035 | Sarco Supply | 293.49 | Janitorial Supplies - Rec Bldg |
| | 571 10 31 04 Janitorial Supplies - Rec Bldg | | 001 000 571 General Fund | 293.49 | Janitorial Supplies - Rec Bldg |
| 33599 | 11/04/2024 | 11/12/2024 6088 | Sentinel Pest Control Inc | 126.24 | Pest Control - City Hall - 09/2024 |
| | 518 30 48 02 Rep & Maint - City Hall | | 001 000 518 General Fund | 126.24 | Pest Control - City Hall - 09/2024 |
| 33600 | 11/04/2024 | 11/12/2024 6088 | Sentinel Pest Control Inc | 126.24 | Pest Control - City Hall - 10/2024 |
| | 518 30 48 02 Rep & Maint - City Hall | | 001 000 518 General Fund | 126.24 | Pest Control - City Hall - 10/2024 |
| | | | Total Sentinel Pest Control Inc | 252.48 | |
| 33525 | 10/29/2024 | 11/12/2024 10914 | Simone, Leonie | 78.00 | Library Reimbursement - 1 Year |
| | 572 21 49 00 Library Services | | 001 000 572 General Fund | 78.00 | Library Reimbursement - 1 Year |
| 33513 | 10/28/2024 | 11/12/2024 4084 | Staples Business Advantage | 46.87 | Mini Binder Clips (1Pk); Metal Incline Sorter (4) |
| | 514 23 35 00 Small Tools & Equip - Financ | | 001 000 514 General Fund | 45.90 | Metal Incline Sorter (4) |
| | 518 10 34 01 Office Supplies - Central | | 001 000 518 General Fund | 0.97 | Mini Binder Clips (1Pk) |
| 33528 | 10/29/2024 | 11/12/2024 4084 | Staples Business Advantage | 7.89 | Replacement Ink Pad |
| | 512 51 31 00 Office & Oper Sup - Court | | 001 000 512 General Fund | 7.89 | Replacement Ink Pad |
| 33529 | 10/29/2024 | 11/12/2024 4084 | Staples Business Advantage | 24.65 | Verbatim DV+R Liefseries (50pk) |
| | 521 22 31 00 Office & Oper Sup - Police | | 001 000 521 General Fund | 24.65 | Verbatim DV+R Liefseries (50pk) |
| 33530 | 10/29/2024 | 11/12/2024 4084 | Staples Business Advantage | 50.26 | Scotch Magic Tape (1pk); A-Z Tab Paper Dividers (1 set) |

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| 521 22 31 00 | Office & Oper Sup - Police | 001 000 521 | General Fund | 50.26 | Scotch Magic Tape (1pk); A-Z Tab Paper Dividers (1 set) |
| 33531 | 10/29/2024 | 11/12/2024 | 4084 Staples Business Advantage | 44.80 | Ringed Binders for Council (12/pk) |
| 513 10 31 00 | Office & Oper Sup - Admin | 001 000 513 | General Fund | 44.80 | Ringed Binders for Council (12/pk) |
| 33532 | 10/29/2024 | 11/12/2024 | 4084 Staples Business Advantage | 130.74 | Retractable Gel Pens Blue Ink (12/dz); Post-it Tabs Assorted Colors (100); USB Type A Flash Drive (10/pk) |
| 512 51 35 00 | Small Tools & Equip - Court | 001 000 512 | General Fund | 1.14 | Letter Opener (1) |
| 518 10 34 01 | Office Supplies - Central | 001 000 518 | General Fund | 129.60 | Retractable Gel Pens Blue Ink (12/dz); Letter Opener (1); Post-it Tabs Assorted Colors (100); USB Type A Flash Drive (10/pk) |
| Total Staples Business Advantage | | | | 305.21 | |
| 33535 | 10/29/2024 | 11/12/2024 | 4328 Systems for Public Safety Inc | 865.42 | #71535D - 2021 Ford Interceptor Utility - Mount & Balance 2 Tires; 15K Service; LOF; Change Wiper Blades; Diagnose Engine Lights |
| 548 65 48 08 | O & M - Police | 501 000 548 | Equipment Rent: | 865.42 | #71535D - 2021 Ford Interceptor Utility - Mount & Balance 2 Tires; 15K Service; LOF; Change Wiper Blades; Diagnose Engine Lights |
| 33536 | 10/29/2024 | 11/12/2024 | 4328 Systems for Public Safety Inc | 66.48 | #68056D - 2019 Ford Interceptor - Program FOB; Verify Battery OK |
| 548 65 48 08 | O & M - Police | 501 000 548 | Equipment Rent: | 66.48 | #68056D - 2019 Ford Interceptor - Program FOB; Verify Battery OK |
| 33587 | 11/04/2024 | 11/12/2024 | 4328 Systems for Public Safety Inc | 215.78 | #71536D - 2021 Ford Interceptor - Swap out Armrest |
| 548 65 48 08 | O & M - Police | 501 000 548 | Equipment Rent: | 215.78 | #71536D - 2021 Ford Interceptor - Swap out Armrest |
| 33606 | 11/05/2024 | 11/12/2024 | 4328 Systems for Public Safety Inc | 1,992.76 | #66368D - 2018 Ford Interceptor Utility - 60k Mile Service & Safety Inspection; LOF; Mount & Balance new Tires; Align Vehicle |
| 548 65 48 08 | O & M - Police | 501 000 548 | Equipment Rent: | 1,992.76 | #66368D - 2018 Ford Interceptor Utility - 60k Mile Service & Safety Inspection; LOF; Mount & Balance new Tires; Align Vehicle |

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| 33609 | 11/05/2024 | 11/12/2024 | 4328 Systems for Public Safety Inc | 1,202.80 | #BTS6572 - 2020 Ford Interceptor Utility - 30k Mile Service & Safety Inspection; LOF; Lubricate & Check Chassis; Transmission Filter Service; Inspect Tires |
| | 548 65 48 08 | O & M - Police | 501 000 548 | Equipment Rent: | 1,202.80 #BTS6572 - 2020 Ford Interceptor Utility - 30k Mile Service & Safety Inspection; LOF; Lubricate & Check Chassis; Transmission Filter Service; Inspect Tires |
| 33634 | 11/06/2024 | 11/12/2024 | 4328 Systems for Public Safety Inc | 132.95 | #71536D 2023 Ford Interceptor - Swap Flashlight Charger & Program Fob |
| | 548 65 48 08 | O & M - Police | 501 000 548 | Equipment Rent: | 132.95 #71536D 2023 Ford Interceptor - Swap Flashlight Charger & Program Fob |
| Total Systems for Public Safety Inc | | | | 4,476.19 | |
| 33503 | 10/28/2024 | 11/12/2024 | 9888 T-Mobile (Cell Phone Bill) | 29.95 | Courts, PW, City Hall Fax Line (9/21/24-10/20/24) |
| | 512 51 42 00 | Communication - Court | 001 000 512 | General Fund | 9.98 Court Fax Line (9/21/24-10/20/24) |
| | 518 10 42 00 | Communication - Non Dept | 001 000 518 | General Fund | 9.99 City Hall Fax Line (9/21/24-10/20/24) |
| | 531 50 42 00 | Communication - Storm | 415 000 531 | Storm Drain | 2.50 PW Fax Line (9/21/24-10/20/24) |
| | 534 10 42 00 | Communication - Water Adr | 425 000 534 | Water Fund (de | 2.50 PW Fax Line (9/21/24-10/20/24) |
| | 535 10 42 01 | Communication - Sewer Adr | 430 000 535 | Sewer Fund (de | 2.49 PW Fax Line (9/21/24-10/20/24) |
| | 542 30 42 00 | Communication - Street Reg | 101 000 542 | City Street Fund | 2.49 PW Fax Line (9/21/24-10/20/24) |
| 33641 | 11/07/2024 | 11/12/2024 | 9888 T-Mobile (Cell Phone Bill) | 1,176.71 | Cell Phones & Air Cards - 10/2024 |
| | 518 30 42 00 | Communication - Fac/Equip | 001 000 518 | General Fund | 90.72 Maint. Lead, 2 Workers 10/2024 |
| | 521 22 42 00 | Communication - Police | 001 000 521 | General Fund | 630.57 Police Officers, Chief and Air Cards 10/2024 |
| | 524 20 42 00 | Communication- Building | 001 000 524 | General Fund | 15.12 Community Development Dir. 10/2024 |
| | 531 50 42 00 | Communication - Storm | 415 000 531 | Storm Drain | 75.83 Public Works Crew, Director, PW Office Coord. 10/2024 |
| | 534 10 42 00 | Communication - Water Adr | 425 000 534 | Water Fund (de | 106.98 Public Works Crew, Director, PW Office Coord., PW Water Meter Collector 10/2024 |
| | 535 10 42 01 | Communication - Sewer Adr | 430 000 535 | Sewer Fund (de | 75.83 Public Works Crew, Director, PW Office Coord. 10/2024 |
| | 542 30 42 00 | Communication - Street Reg | 101 000 542 | City Street Fund | 75.83 Public Works Crew, Director, PW Office Coord. 10/2024 |
| | 558 60 42 00 | Communication - Planning | 001 000 558 | General Fund | 15.12 Community Development Dir. 10/2024 |
| | 576 80 42 00 | Communication - Parks | 001 000 576 | General Fund | 90.71 P/R Director, Events, Maint. Worker 10/2024 |

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| | | | Total T-Mobile (Cell Phone Bill) | 1,206.66 | |
| 33539 | 10/29/2024 | 11/12/2024 | 4120 Tacoma Daily Index | 33.75 | Ordinance Passed Notice - Ord. 1715 |
| | 511 60 41 01 Advertising - Legisl | | 001 000 511 General Fund | 33.75 | Ordinance Passed Notice - Ord. 1715 |
| 33540 | 10/29/2024 | 11/12/2024 | 4120 Tacoma Daily Index | 88.12 | Ordinance Passed Notices - Ord. 1712, 1713, 1714 |
| | 511 60 41 01 Advertising - Legisl | | 001 000 511 General Fund | 88.12 | Ordinance Passed Notices - Ord. 1712, 1713, 1714 |
| | | | Total Tacoma Daily Index | 121.87 | |
| 33635 | 11/06/2024 | 11/12/2024 | 4322 Tacoma, City of - POWER | 9,516.34 | Power - Various Location - 10/2024 |
| | 518 30 47 00 Public Utility Services - City I | | 001 000 518 General Fund | 733.17 | City Hall Power - 10/2024 |
| | 531 50 47 02 Public Utility Services - Bldg | | 415 000 531 Storm Drain | 75.41 | PW Power - 10/2024 |
| | 534 10 47 00 Utility Services/Building - W: | | 425 000 534 Water Fund (dep | 75.41 | PW Power - 10/2024 |
| | 534 80 47 01 Utility Services/Pumping | | 425 000 534 Water Fund (dep | 4,972.75 | PW, Well #6, #7, #9, Golf Course, Weathervane Booser - 10/2024 |
| | 535 10 47 00 Utility Services/Building - Se | | 430 000 535 Sewer Fund (dep | 75.40 | PW Power - 10/2024 |
| | 535 80 47 01 Utility Services/Pumping | | 430 000 535 Sewer Fund (dep | 685.18 | Pumps/LS Power - 10/2024 |
| | 542 30 47 02 Electricity & Gas/Bldg - Stret | | 101 000 542 City Street Fund | 75.41 | PW Power - 10/2024 |
| | 542 30 47 03 Electricity/Traffic Lights | | 101 000 542 City Street Fund | 99.39 | Traffic Control - 10/2024 |
| | 542 63 47 00 Electricity/Street Lights | | 101 000 542 City Street Fund | 1,375.13 | Street Lights - 10/2024 |
| | 548 65 47 00 Utility Services/Building - Sh | | 501 000 548 Equipment Rent: | 85.64 | F&E Garage Power - 10/2024 |
| | 576 20 47 00 Public Utility Services - Pool | | 001 000 576 General Fund | 1,113.05 | Pool Power - 10/2024 |
| | 576 80 47 00 Public Utility Services - Parks | | 001 000 576 General Fund | 150.40 | Parks Power - 10/2024 |
| 33501 | 10/25/2024 | 11/12/2024 | 6999 Teddy, Blair M | 78.00 | Library Reimbursement - 1 Year (Courtney) |
| | 572 21 49 00 Library Services | | 001 000 572 General Fund | 78.00 | Library Reimbursement - 1 Year (Courtney) |
| 33569 | 11/01/2024 | 11/12/2024 | 10250 Thacker, Aimee | 78.00 | Library Reimbursement - 1 Year |
| | 572 21 49 00 Library Services | | 001 000 572 General Fund | 78.00 | Library Reimbursement - 1 Year |
| 33579 | 11/04/2024 | 11/12/2024 | 5259 The Dickens Carolers | 958.00 | Tree Lighting Ceremony Entertainment |
| | 573 90 49 01 Community Events | | 001 000 573 General Fund | 958.00 | Tree Lighting Ceremony Entertainment |
| 33628 | 11/06/2024 | 11/12/2024 | 10212 Triple Impact Coaching LLC | 1,529.50 | Wednesday Workout Clinics (K-4th, 5-8th) -10/9/24-10/30/24 |
| | 571 10 49 04 Instructor Fees | | 001 000 571 General Fund | 1,529.50 | Wednesday Workout Clinics (K-4th, 5-8th) -10/9/24-10/30/24 |

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| 33616 | 11/05/2024 | 11/12/2024 | 9399 Tupen, Cody | 78.00 | Library Reimbursement - 1 Year |
| | 572 21 49 00 | Library Services | 001 000 572 General Fund | 78.00 | Library Reimbursement - 1 Year |
| 33617 | 11/05/2024 | 11/12/2024 | 10926 Tupen, Kelcie | 78.00 | Library Reimbursement - 1 Year |
| | 572 21 49 00 | Library Services | 001 000 572 General Fund | 78.00 | Library Reimbursement - 1 Year |
| 33496 | 10/24/2024 | 11/12/2024 | 2057 Turner, Michael | 65.46 | 04-01190.1 - 922 ALTADENA AVE |
| | 343 10 00 00 | Storm Drain Revenues | 415 000 340 Storm Drain | -18.41 | |
| | 343 40 00 00 | Sale Of Water | 425 000 340 Water Fund (dep | -21.01 | |
| | 343 50 00 00 | Sewer Revenues | 430 000 340 Sewer Fund (dep | -26.04 | |
| 33585 | 11/04/2024 | 11/12/2024 | 9003 U.S. Bank St. Paul | 284,875.00 | Interest & Principal Payment On Park Bond Thru 11/30/24 |
| | 591 75 72 01 | Principal Loan Payment - Pai | 201 000 591 Park Bond Debt | 130,000.00 | Principal Payment On Park Bond Thru 11/30/24 |
| | 592 75 82 01 | Interest Payment - Park Bon | 201 000 591 Park Bond Debt | 154,875.00 | Interest Payment On Park Bond Thru 11/30/24 |
| 33588 | 11/04/2024 | 11/12/2024 | 5934 US Bank, City Hall Account | 1,589.59 | P-Card Charges thru 10/29/24 |
| | 513 10 31 00 | Office & Oper Sup - Admin | 001 000 513 General Fund | 150.00 | Annual Jotform Subscription, USB Drive |
| | 517 90 31 01 | Oper Supplies - Wellness Pr | 001 000 517 General Fund | 55.56 | Scarecrows of Fircrest Contest, Employee Benefit's Fair Supplies |
| | 518 10 42 01 | Postage - Non Dept | 001 000 518 General Fund | 212.54 | Postage - Passports |
| | 518 11 49 00 | Miscellaneous - Personnel | 001 000 518 General Fund | 79.63 | Finance Director Interview Supplies & Benefit's Fair Food for Employees |
| | 518 11 49 02 | Meals - Other Than Travel/Ti | 001 000 518 General Fund | 294.28 | Finance Director Interview Lunch & Refreshments - 10/29/24 |
| | 524 20 31 00 | Office & Oper Sup - Building | 001 000 524 General Fund | 612.38 | Bluebeam Subscription Renewal - M Newman, Annual Jotform Subscription |
| | 548 65 48 08 | O & M - Police | 501 000 548 Equipment Rent | 31.75 | Postage for Police - Motorcycle Paperwork to Auction House |
| | 558 60 31 00 | Office & Oper Sup - Plannin | 001 000 558 General Fund | 127.95 | Annual Jotform Subscription |
| | 594 48 64 08 | ERR Capital - Police | 501 000 548 Equipment Rent | 25.50 | Correction Needed to Vehicle License Plate on Registration |
| 33586 | 11/04/2024 | 11/12/2024 | 8482 US Bank, Police Department Account | 468.78 | P-Card Charges thru 10/15/24 |
| | 521 22 35 00 | Small Tools & Equip - Police | 001 000 521 General Fund | 92.59 | Officer PPE |
| | 521 22 49 00 | Miscellaneous - Police | 001 000 521 General Fund | 5.00 | DUI Blood Kit Mailed |
| | 521 22 49 07 | Community Outreach | 001 000 521 General Fund | 371.19 | Halloween Candy |
| 33605 | 11/05/2024 | 11/12/2024 | 8483 US Bank, Public Works Dept Account | 678.15 | P-Card Charges thru 10/30/24 |

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| 517 90 31 01 | Oper Supplies - Wellness Pr | 001 000 517 | General Fund | 189.52 | PW Quarterly Wellness Lunch Supplies |
| 518 30 31 04 | Oper Supplies - CH | 001 000 518 | General Fund | 39.29 | Chair Rail for Offices |
| 531 50 31 01 | Office Supplies - Storm | 415 000 531 | Storm Drain | 18.66 | Monthly Planner, Batteries |
| 531 50 41 00 | Prof Svcs - Storm | 415 000 531 | Storm Drain | 44.04 | Arc GIS Online Credits - 10/09/24-10/08/24 |
| 534 10 31 00 | Office Supplies - Water Adm | 425 000 534 | Water Fund (dep | 18.65 | Monthly Planner, Batteries |
| 534 10 41 00 | Prof Svcs - Water Admin | 425 000 534 | Water Fund (dep | 44.04 | Arc GIS Online Credits - 10/09/24-10/08/24 |
| 535 10 31 00 | Office Supplies - Swr Admin | 430 000 535 | Sewer Fund (dep | 18.65 | Monthly Planner, Batteries |
| 535 10 41 00 | Prof Svcs - Sewer Admin | 430 000 535 | Sewer Fund (dep | 44.04 | Arc GIS Online Credits - 10/09/24-10/08/24 |
| 542 30 31 01 | Office Supplies - Street Reg | 101 000 542 | City Street Fund | 18.67 | Monthly Planner, Batteries |
| 542 63 49 00 | Miscellaneous - St Light | 101 000 542 | City Street Fund | 175.00 | Streetlight Attachment Fees |
| 548 65 48 13 | O & M - Storm | 501 000 548 | Equipment Rent | 41.18 | #60915D Elgin Sweeper - Circuit Breaker & Battery Inverter Cables |
| 576 80 31 02 | Oper Supplies - Parks | 001 000 576 | General Fund | 26.41 | Vehicle Inspection Book |
| 33611 | 11/05/2024 | 11/12/2024 | 48484 US Bank, Recreation Dept Account | 2,927.24 | P-Card Chrages thru 10/30/24 |
| 571 10 31 02 | Senior Program Supplies | 001 000 571 | General Fund | 1,206.52 | Senior Morning Supplies |
| 571 10 41 00 | Senior Trips | 001 000 571 | General Fund | 320.50 | Senior Trip Supplies |
| 571 10 49 00 | Miscellaneous - Rec | 001 000 571 | General Fund | 29.61 | Rec Office Supplies |
| 573 90 49 01 | Community Events | 001 000 573 | General Fund | 1,370.61 | Community Event Supplies |
| 33580 | 11/04/2024 | 11/12/2024 | 4178 University Place Refuse Inc | 651.05 | Dumping Fees - 10/2024 |
| 531 50 47 01 | Dumping Fees - Storm | 415 000 531 | Storm Drain | 279.01 | Dumping Fees - Storm 10/2024 |
| 534 80 47 02 | Dumping Fees - Water | 425 000 534 | Water Fund (dep | 93.01 | Dumping Fees - Water 10/2024 |
| 535 80 47 02 | Dumping Fees - Sewer | 430 000 535 | Sewer Fund (dep | 93.01 | Dumping Fees - Sewer 10/2024 |
| 542 30 47 01 | Dumping Fees - Street | 101 000 542 | City Street Fund | 93.01 | Dumping Fees - Street 10/2024 |
| 576 80 47 01 | Dumping Fees - Parks | 001 000 576 | General Fund | 93.01 | Dumping Fees - Parks 10/2024 |
| 33596 | 11/04/2024 | 11/12/2024 | 4179 Unum Life Insurance Company of America | 56.90 | Retired Benefits - November 2024 |
| 521 22 20 02 | LEOFF I Long Term Care Pre | 001 000 521 | General Fund | 56.90 | Retired Benefits - November 2024 |
| 33638 | 11/07/2024 | 11/12/2024 | 4180 Utilities Underground | 51.48 | Locates 10/2024 |
| 534 10 49 00 | Miscellaneous - Water Admi | 425 000 534 | Water Fund (dep | 25.74 | Locates 10/2024 |
| 535 10 49 00 | Miscellaneous - Sewer Admi | 430 000 535 | Sewer Fund (dep | 25.74 | Locates 10/2024 |
| 33610 | 11/05/2024 | 11/12/2024 | 3645 WEX BANK, Wright Express FSC | 3,713.63 | Gas/Fuel 10/2024 |
| 548 65 31 05 | Gas - Non Dept | 501 000 548 | Equipment Rent | 47.64 | Non-Dept 10/2024 |
| 548 65 31 06 | Gas - Facilities | 501 000 548 | Equipment Rent | 206.92 | F&E 10/2024 |
| 548 65 31 08 | Gas - Police | 501 000 548 | Equipment Rent | 2,629.72 | Police 10/2024 |
| 548 65 31 11 | Gas - Parks/Rec | 501 000 548 | Equipment Rent | 314.84 | Parks 10/2024 |

ACCOUNTS PAYABLE

City Of Fircrest

Time: 13:21:39 Date: 11/08/2024

As Of: 11/12/2024

Page: 16

| Accts Pay # | Received | Date Due | Vendor | Amount | Memo |
|----------------|-----------------------------|----------|-----------------------------|----------|---|
| 548 65 31 12 | Gas - Street | | 501 000 548 Equipment Rent: | 233.01 | Street 10/2024 |
| 548 65 31 14 | Gas - Water/Sewer | | 501 000 548 Equipment Rent: | 281.50 | W/S 10/2024 |
| 33506 | 10/28/2024 11/12/2024 4231 | | Water Mgmt Labs Inc | 360.00 | Coliform & Fluoride Testing - 9/18/2024 |
| 534 80 41 00 | Water Testing | | 425 000 534 Water Fund (dep | 360.00 | Coliform & Fluoride Testing - 9/18/2024 |
| 33613 | 11/05/2024 11/12/2024 1257 | | Wilson, Phillip | 75.00 | Security Deposit Refund, Wilson, 10/13/24 |
| 582 10 00 00 | Deposit Refunds | | 001 000 580 General Fund | 75.00 | Security Deposit Refund, Wilson, 10/13/24 |
| 33608 | 11/05/2024 11/12/2024 10035 | | Zoom Video Communications | 1,427.66 | Monthly Phone Rental - 10/31/24-11/29/24 |
| 513 10 42 00 | Communication - Admin | | 001 000 513 General Fund | 84.04 | Meeting Webinar & Recording - 10/31/24-11/29/24 |
| 518 10 42 00 | Communication - Non Dept | | 001 000 518 General Fund | 1,011.17 | Monthly Phone Service - 10/31/24-11/29/24 |
| 591 18 70 10 | Lease Payments - Non-Dept | | 001 000 591 General Fund | 332.45 | Monthly Phone Rental - 10/31/24-11/29/24 |

Report Total: 885,102.52

Fund

| | |
|---------------------------------|------------|
| 001 General Fund | 60,400.08 |
| 101 City Street Fund | 184,398.12 |
| 201 Park Bond Debt Service Fund | 284,875.00 |
| 411 Trust Fund | 260.00 |
| 415 Storm Drain | 3,574.08 |
| 425 Water Fund (department) | 7,457.59 |
| 430 Sewer Fund (department) | 326,642.17 |
| 501 Equipment Rental Fund | 17,495.48 |

This report has been reviewed by:

REMARKS:

Signature & Title

Date

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

City Clerk Burkhart called the special meeting to order at 6:00 P.M. and led the Pledge of Allegiance. Councilmembers David M. Viafore, Brett L. Wittner, Hunter T. George, Nikki Bufford, and Jim Andrews were present. Councilmember Karen Mauer-Smith was absent and excused. Councilmember Nikki Bufford attended the meeting virtually. Mayor Shannon Reynolds joined the meeting virtually at 6:44 P.M.

City Clerk Burkhart stated per Fircrest City Council Rule 5B., an alternate Mayor Pro Tempore needed to be selected by members of the Council to act as the Presiding Officer. **Councilmember Bufford MOVED to appoint Councilmember Wittner as Alternate Mayor Pro Tempore; seconded by Councilmember George.**

The Motion Carried (5-0).

AGENDA MODIFICATIONS

There were none.

PRELIMINARY 2025 BUDGET – 2nd BUDGET WORKSHOP

City Manager Masko presented the 2025 Preliminary Budget for the Street, Storm, and Water Funds, remaining American Rescue Plan Act (ARPA) funds, and personnel changes.

Public Works Director Bemis presented the Street, Storm, Water, and Sewer Fund operating goals, revenues, and expenses to include Capital Fund revenues and expenditures. Director Bemis stated that preliminary design plans for Regents Blvd grind and overlay will be sent to the Council for feedback due to changes in roadway configuration to accommodate bicycle lanes.

Councilmember Viafore left the meeting at 6:08 P.M. and returned at 6:13 P.M.

Discussions included street beautification transfer amount, Centennial Celebration enhancement budget, AMI water meter exchange funding and completion, proposed water rate increase to build operating reserves, Wellhouse #4 repairs, water tower cell site rental advertisement, and pass-through sewer rate increase.

City Manager Masko reported ARPA funds must be obligated contractually by December 31, 2024, and spent by December 31, 2025. Discussions included the City's well water loop system and Fircrest Parks Maintenance Facility electrical specifications.

There was a Council consensus to bring back an amendment to the water meter exchange contract.

ARPA discussions included the Whittier Park Master Plan, the Equipment Repair and Replacement (ERR) Fund, and the City's website accessibility update. City Manager Masko reported on the court security issue and the request for a metal detector for screening purposes. Court Administrator Olivarez stated the municipal court is out of compliance for screening.

Mayor Reynolds left the meeting at 6:53 P.M. and returned in person at 6:59 P.M.

There was a Council consensus to continue the court security and the use of bailiffs discussion at a study session.

Further ARPA discussions include laptop replacements, City Hall replacement furniture, the 10th police officer hire, City Hall columns, and police vehicle purchase.

Councilmember George reported on the Masko Park enhancement project and stated community members have raised donations for playground equipment. Discussions included additional funds for playground equipment, additional park lighting, ADA compliance, neighborhood outreach, security, the Seabrook Rhododendron garden, and open space.

ADJOURNMENT

Mayor Reynolds MOVED to adjourn the meeting at 7:49 P.M., seconded by Councilmember George.

The Motion Carried (5-0).

Brett L. Wittner, alternate Mayor Pro Tempore

Arlette Burkhardt, City Clerk

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

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

AGENDA MODIFICATIONS

There were none.

PRELIMINARY 2025 BUDGET – 3rd BUDGET WORKSHOP

City Manager Masko provided an overview of the ARPA discussion from the October 14, 2024 budget workshop to include purchasing police handguns, a metal detector, a copier, and a folding machine and using partial ARPA funding for the purchase of the police vehicle. Mrs. Masko stated that the November 18, 2024 Study Session agenda will include a court security discussion.

City Manager Masko reported on the Masko Park improvement project. Discussions included playground equipment, landscape design, and neighbor outreach.

City Manager Masko requested feedback on the City's website update, including an accessibility review and laptop replacements. There was a Council consensus to move forward with the website update and purchasing laptop replacements for staff.

Further discussions include the water meter exchange project, water tank cell leases, the sewer rate increase, underground electrical for the Fircrest Park Maintenance Facility, the Tacoma Public Library card reimbursements, street beautification funding, Wellhouse #4 repairs, and Wellhouse #6 and #7 generator.

Parks and Recreation Director Grover presented proposed fees and charge increases to include pool fees, program fees, and facility rentals. The Council requested information on the Fircrest Soccer Club resident participation numbers.

City Manager Masko presented the community development fees and charges, including plan review and permits. The Council requested further information on comparable jurisdiction fees. Mrs. Masko presented the proposed animal licensing fees. There was a brief discussion on community outreach for animal licensing and providing information to the Council on registered animals.

City Manager Masko presented proposed personnel changes to include the promotion of the Recreation Coordinator, increasing hours for the IT Support Coordinator position and reviewing the Police Records Technician position when the City adopts the photo enforcement program. Mrs. Masko provided a salary survey with information on the median market compensation. Discussions included cost of living adjustments, annual salary surveys, staff workloads, and staff retention. There was a Council consensus to approve the Recreation Coordinator promotion and increase the hours for the IT Support Coordinator position.

City Manager Masko reported that the City will be transferring to the City of Tacoma police radio system which will save the City approximately \$20,000 in the first year.

Interim Finance Director Dunbar presented the Equipment Repair and Replacement (ERR) Fund overview and highlighted several replacement requests, including the City Clerk workstation, police MDCs, Bobcat heavy equipment, a generator, and thirteen staff laptops. City Manager Masko stated laptop replacements will be based on need and not the ERR replacement schedule. There was a brief discussion on the time and temperature sign and its replacement cost.

ADJOURNMENT

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

The Motion Carried (5-0).

Shannon Reynolds, Mayor

Arlette Burkhardt, City Clerk

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: Public Hearing – 2025 Preliminary Budget Expenditures

ITEM: 11A

DATE: November 12, 2024

FROM: Dawn Masko, City Manager

RECOMMENDED MOTION: None. Public Hearing Only.

PROPOSAL: The purpose of the Public Hearing is to receive public input on the 2025 Preliminary Expenditure Budget.

FISCAL IMPACT:

| Fund | Fund Name | Expenditures | Ending Fund Balance | Total Appropriation |
|------|-----------------------------|---------------------|---------------------|---------------------|
| 001 | General Fund | \$8,083,374 | \$4,123,827 | \$12,207,201 |
| 101 | Street Fund | 606,391 | 312,323 | 918,714 |
| 105 | Police Investigation Fund | - | 500 | 500 |
| 150 | Cumulative Reserve Fund | - | 2,750,000 | 2,750,000 |
| 201 | Park Bond Debt Service Fund | 460,850 | 178,028 | 638,878 |
| 301 | Park Bond Capital Fund | - | 941,763 | 941,763 |
| 310 | Real Estate Excise Tax Fund | 100,000 | 3,014,071 | 3,114,071 |
| 415 | Storm Drain Fund | 590,314 | 610,916 | 1,201,230 |
| 416 | Storm Drain Capital Fund | 110,000 | 506,670 | 616,670 |
| 425 | Water Fund | 1,169,795 | 348,564 | 1,518,359 |
| 426 | Water Capital Fund | 158,960 | 225,298 | 384,258 |
| 430 | Sewer Fund | 3,413,874 | 706,721 | 4,120,595 |
| 432 | Sewer Capital Fund | 222,150 | 732,920 | 955,070 |
| 501 | Equipment Replacement Fund | 301,921 | 2,250,208 | 2,552,129 |
| | TOTAL | \$15,217,629 | \$16,701,809 | \$31,919,438 |

ADVANTAGES: Allows citizens to comment on the 2025 Preliminary Expenditures.

DISADVANTAGES: None.

ALTERNATIVES: None.

BACKGROUND: The 2025 Preliminary Budget was presented to the City Council on September 24, 2024. Budget workshops have been held on September 30th, October 14th, October 21st, and November 4th. An additional budget workshop is scheduled for November 18th. Public hearings on the proposed budget are required in connection with the budget process. A public hearing was held on October 22nd, and a second public hearing is being held this evening. Per Washington state law, the City Council must adopt the 2025 Budget no later than December 31, 2024.

ATTACHMENTS: [2025 Preliminary Budget Summary](#)
[2025 Expenditure Slides](#)

City of Fircrest 2025 Preliminary Budget Summary

| Fund | Fund Name | Beginning Fund Balance | Revenues | Expenditures | Ending Fund Balance |
|---------------------|------------------------------------|-----------------------------------|----------------------|----------------------|--------------------------------|
| 001 | General Fund | \$ 4,592,310 | \$ 7,614,891 | \$ 8,083,374 | \$ 4,123,827 |
| 101 | City Street Fund | 335,553 | 583,161 | 606,391 | 312,323 |
| 105 | Police Investigation Fund | - | 500 | - | 500 |
| 150 | Cumulative Reserve Fund | 2,750,000 | - | - | 2,750,000 |
| 201 | Park Bond Debt Service Fund | 163,602 | 475,276 | 460,850 | 178,028 |
| 301 | Park Bond Capital Fund | 661,763 | 280,000 | - | 941,763 |
| 310 | REET (Real Estate Excise Tax) Fund | 2,708,421 | 405,650 | 100,000 | 3,014,071 |
| 415 | Storm Drain Operating Fund | 547,915 | 653,315 | 590,314 | 610,916 |
| 416 | Storm Capital Improvement Fund | 481,470 | 135,200 | 110,000 | 506,670 |
| 425 | Water Operating Fund | 246,206 | 1,272,153 | 1,169,795 | 348,564 |
| 426 | Water Capital Improvement Fund | 248,708 | 135,550 | 158,960 | 225,298 |
| 430 | Sewer Operating Fund | 1,131,245 | 2,989,350 | 3,413,874 | 706,721 |
| 432 | Sewer Capital Improvement Fund | 721,070 | 234,000 | 222,150 | 732,920 |
| 501 | Equipment Replacement Fund | 2,095,838 | 456,291 | 301,921 | 2,250,208 |
| GRAND TOTAL: | | \$ 16,684,101 | \$ 15,235,337 | \$ 15,217,629 | \$ 16,701,809 |

City of Fircrest
Revenue Summary by Fund

| Fund | Fund Name | 2022 Actual | 2023 Actual | 2024 Budget | 2025 Proposed |
|-------------------|-----------------------------|----------------------|----------------------|----------------------|----------------------|
| 001 | General Fund | \$ 11,983,350 | \$ 12,893,157 | \$ 12,859,965 | \$ 12,207,201 |
| 101 | Street Fund | 972,686 | 991,498 | 3,367,391 | 918,714 |
| 105 | Police Investigation Fund | 12,701 | 13,333 | 13,933 | 500 |
| 150 | Cumulative Reserve Fund | 1,743,609 | 1,979,506 | 2,750,000 | 2,750,000 |
| 201 | Park Bond Debt Service Fund | 552,016 | 578,011 | 603,352 | 638,878 |
| 301 | Park Bond Capital Fund | 3,521,994 | 2,505,274 | 1,694,290 | 941,763 |
| 310 | REET Fund | 2,544,526 | 2,864,957 | 3,190,272 | 3,114,071 |
| 411 | Utilities Trust Fund | 44,692 | 53,478 | - | - |
| 415 | Storm Drain Fund | 879,729 | 1,024,638 | 1,100,203 | 1,201,230 |
| 416 | Storm Drain Capital Fund | 695,695 | 910,503 | 597,720 | 616,670 |
| 425 | Water Utility Fund | 1,506,553 | 1,490,961 | 1,461,642 | 1,518,359 |
| 426 | Water Capital Fund | 1,074,450 | 705,312 | 708,083 | 384,258 |
| 430 | Sewer Utility Fund | 4,389,755 | 4,373,631 | 4,492,337 | 4,120,595 |
| 432 | Sewer Capital Fund | 1,526,460 | 1,594,377 | 1,634,335 | 955,070 |
| 501 | Equipment Rental Fund | 2,058,133 | 2,403,018 | 2,472,993 | 2,552,129 |
| CITY TOTAL | | \$ 33,506,350 | \$ 34,381,654 | \$ 36,946,516 | \$ 31,919,438 |

City of Fircrest
Expenditure Summary by Fund

| Fund | Fund Name | 2022 Actual | 2023 Actual | 2024 Budget | 2025 Proposed |
|-------------------|-----------------------------|------------------------|------------------------|------------------------|--------------------------|
| 001 | General Fund | \$ 6,421,603 | \$ 7,634,110 | \$ 8,267,655 | \$ 8,083,374 |
| 101 | Street Fund | 547,191 | 590,670 | 3,031,838 | 606,391 |
| 105 | Police Investigation Fund | - | - | 13,933 | - |
| 150 | Cumulative Reserve Fund | 530,763 | - | - | - |
| 201 | Park Bond Debt Service Fund | - | 428,200 | 439,750 | 460,850 |
| 301 | Park Bond Capital Fund | 1,834,853 | 1,119,984 | 1,032,527 | - |
| 310 | REET Fund | 84,470 | 90,499 | 481,851 | 100,000 |
| 411 | Utilities Trust Fund | - | 10,835 | - | - |
| 415 | Storm Drain Fund | 510,623 | 577,935 | 552,288 | 590,314 |
| 416 | Storm Drain Capital Fund | 14,620 | 394,683 | 116,250 | 110,000 |
| 425 | Water Utility Fund | 1,262,402 | 1,247,773 | 1,215,436 | 1,169,795 |
| 426 | Water Capital Fund | 859,138 | 354,664 | 459,375 | 158,960 |
| 430 | Sewer Utility Fund | 3,003,544 | 2,896,079 | 3,361,092 | 3,413,874 |
| 432 | Sewer Capital Fund | 174,462 | 194,042 | 913,265 | 222,150 |
| 501 | Equipment Rental Fund | 149,277 | 456,973 | 377,155 | 301,921 |
| CITY TOTAL | | \$ 15,392,947 | \$ 15,996,448 | \$ 20,262,415 | \$ 15,217,629 |

City of Fircrest

Citywide Revenues & Other Sources Summary

| Description | 2022 Actual | 2023 Actual | 2024 Budget | 2025 Proposed |
|--|----------------------|----------------------|----------------------|----------------------|
| Beginning Fund Balances | \$ 16,029,668 | \$ 17,683,474 | \$ 18,358,564 | \$ 16,684,101 |
| Property Tax | 2,619,781 | 2,705,371 | 2,738,253 | 2,794,920 |
| Sales Tax | 1,044,770 | 1,010,372 | 1,055,000 | 1,117,715 |
| Utility Taxes | 743,810 | 775,117 | 774,699 | 783,456 |
| Real Estate Excise Tax | 337,431 | 276,999 | 300,000 | 300,000 |
| Franchise Fees | 360,716 | 527,360 | 463,000 | 477,800 |
| Licenses & Permits | 125,901 | 100,977 | 131,485 | 143,085 |
| Intergovernmental | 1,538,017 | 685,017 | 2,713,646 | 518,391 |
| Charges for Goods & Services | 1,039,053 | 1,136,511 | 1,206,240 | 1,189,126 |
| Utility Collections | 4,417,609 | 4,545,256 | 4,478,284 | 4,657,565 |
| Interfund Charges for Services | 755,019 | 755,612 | 768,164 | 824,968 |
| Fines & Penalties | 181,991 | 155,864 | 203,300 | 241,000 |
| Interest & Miscellaneous | 2,091,423 | 2,023,187 | 1,532,488 | 1,324,023 |
| Capital Contributions | 18,800 | 12,380 | 8,000 | 8,000 |
| Interfund Transfers | 1,409,677 | 1,184,434 | 1,342,550 | 855,288 |
| Other Financing Sources & Non-Revenues | 792,683 | 803,723 | 872,843 | - |
| Total Revenue From All Sources | \$ 33,506,350 | \$ 34,381,654 | \$ 36,946,516 | \$ 31,919,438 |

City of Fircrest

Expenditures & Other Uses Summary

| Description | 2022 Actual | 2023 Actual | 2024 Budget | 2025 Proposed |
|---|----------------------|----------------------|----------------------|----------------------|
| Operations Expenditures | | | | |
| Legislative | \$ 92,656 | \$ 157,914 | \$ 105,540 | \$ 90,450 |
| Court Services | 324,091 | 370,716 | 429,645 | 467,870 |
| Administration | 329,986 | 409,483 | 405,185 | 430,870 |
| Finance | 335,267 | 347,641 | 442,540 | 436,020 |
| Legal Services | 293,257 | 295,573 | 286,000 | 284,250 |
| Employee Benefit Programs | 2,573 | 21,425 | 2,500 | 2,500 |
| Non-Departmental | 191,081 | 134,693 | 137,314 | 145,410 |
| Personnel | 35,447 | 48,882 | 57,745 | 64,965 |
| Facilities | 493,965 | 664,400 | 755,135 | 724,041 |
| Information Technology Services | 69,539 | 161,266 | 148,753 | 169,640 |
| Civil Service | 3,939 | 8,828 | 9,010 | 4,840 |
| Law Enforcement | 1,837,063 | 1,935,523 | 2,250,496 | 2,280,246 |
| Fire & EMS Services | 725,926 | 794,888 | 830,658 | 848,784 |
| Jail Services | 26,638 | 8,138 | 30,500 | 30,500 |
| Building | 71,937 | 130,894 | 147,460 | 142,810 |
| Emergency Management | 8,950 | 7,270 | 10,765 | 10,985 |
| Conservation & Animal Control | 13,442 | 14,455 | 15,570 | 15,440 |
| Planning & Community Development | 83,869 | 214,562 | 355,806 | 140,075 |
| Social Services | 2,123 | 2,118 | 2,185 | 1,773 |
| Culture & Recreation | 402,893 | 543,925 | 646,475 | 659,680 |
| Library Services | 10,503 | 13,061 | 10,000 | 12,500 |
| Community Events | 55,241 | 71,811 | 62,500 | 108,100 |
| Swimming Pool | 283,175 | 335,563 | 308,035 | 319,385 |
| Parks | 345,087 | 332,798 | 464,798 | 351,342 |
| Street Maintenance | 446,521 | 487,311 | 534,800 | 504,256 |
| Total Operations Expenditures | 6,485,168 | 7,513,139 | 8,449,415 | 8,246,732 |
| Proprietary Expenditures | | | | |
| Storm Drain Utility | 428,723 | 494,240 | 469,999 | 503,049 |
| Water Utility | 1,108,945 | 1,026,457 | 998,488 | 1,016,165 |
| Sewer Utility | 2,459,737 | 2,350,903 | 2,817,748 | 2,869,274 |
| Equipment Rental & Replacement | 143,014 | 140,851 | 202,936 | 171,456 |
| Total Proprietary Expenditures | 4,140,419 | 4,012,451 | 4,489,171 | 4,559,944 |
| Total Operating Expenditures | 10,625,587 | 11,525,590 | 12,938,586 | 12,806,676 |
| Other Financing Uses | | | | |
| Capital Expenditures | 2,227,161 | 1,706,648 | 4,417,938 | 721,575 |
| Debt Service | 359,104 | 783,870 | 792,847 | 834,090 |
| Interfund Transfers | 1,409,677 | 1,184,434 | 1,342,550 | 855,288 |
| Other Decreases in Fund Balance | 771,418 | 795,905 | 770,494 | - |
| Total Other Financing Uses | 4,767,360 | 4,470,858 | 7,323,829 | 2,410,953 |
| Total Expenditures & Other Uses | 15,392,947 | 15,996,448 | 20,262,415 | 15,217,629 |
| Ending Fund Balances | 18,113,403 | 18,385,207 | 16,684,101 | 16,701,809 |
| Total Expenditures, Other Uses & Fund Balances | \$ 33,506,350 | \$ 34,381,654 | \$ 36,946,516 | \$ 31,919,438 |

City of Fircrest

General Fund

Revenues & Other Sources Summary

| Description | 2022 Actual | 2023 Actual | 2024 Budget | 2025 Proposed |
|---|------------------------|------------------------|------------------------|--------------------------|
| Beginning Fund Balance | | | | |
| Restricted | \$ 473,948 | \$ 800,393 | \$ 335,369 | \$ - |
| Assigned | 1,147,177 | 1,070,520 | 1,030,793 | 955,885 |
| Reserved for Cash Flow | 1,400,000 | 1,400,000 | 1,925,000 | 1,925,000 |
| Unassigned | 1,739,401 | 2,290,833 | 1,967,885 | 1,711,425 |
| Beginning Fund Balance | 4,760,526 | 5,561,746 | 5,259,047 | 4,592,310 |
| Revenues & Other Sources | | | | |
| Property Tax | 2,187,981 | 2,263,738 | 2,285,312 | 2,320,244 |
| Sales Tax | 1,044,770 | 1,010,372 | 1,055,000 | 1,117,715 |
| Utility Taxes | 743,810 | 775,117 | 774,699 | 783,456 |
| Franchise Fees | 360,716 | 527,360 | 463,000 | 477,800 |
| Licenses & Permits | 112,396 | 92,230 | 121,485 | 133,085 |
| Intergovernmental | 794,180 | 319,526 | 498,243 | 252,768 |
| Charges for Goods & Services | 672,070 | 770,149 | 772,195 | 819,660 |
| Interdepartmental Service Charges | 755,019 | 755,612 | 768,164 | 824,968 |
| Fines & Penalties | 181,991 | 155,864 | 203,300 | 241,000 |
| Interest, Rentals & Miscellaneous | 342,581 | 639,924 | 659,520 | 644,195 |
| Total Operating Revenues | 7,195,514 | 7,309,892 | 7,600,918 | 7,614,891 |
| Other Increases in Fund Resources | 17,321 | 21,519 | - | - |
| Other Financing Sources | 9,989 | - | - | - |
| Total Revenues & Other Sources | 7,222,824 | 7,331,411 | 7,600,918 | 7,614,891 |
| Total Revenues From All Sources | \$ 11,983,350 | \$ 12,893,157 | \$ 12,859,965 | \$ 12,207,201 |

General Fund Expenditures & Other Uses Summary

| Description | 2022 Actual | 2023 Actual | 2024 Revised | 2025 Proposed |
|--|---------------------|---------------------|---------------------|---------------------|
| Operating Expenditures | | | | |
| Legislative | \$ 92,656 | \$ 157,914 | \$ 105,540 | \$ 90,450 |
| Court Services | 324,091 | 370,716 | 429,645 | 467,870 |
| Administration | 329,986 | 409,483 | 405,185 | 430,870 |
| Finance | 335,267 | 347,641 | 442,540 | 436,020 |
| Legal Services | 293,257 | 295,573 | 286,000 | 284,250 |
| Employee Benefit Programs | 2,573 | 21,425 | 2,500 | 2,500 |
| Non-Departmental | 191,081 | 134,693 | 137,314 | 145,410 |
| Personnel | 35,447 | 48,882 | 57,745 | 64,965 |
| Facilities | 493,965 | 664,400 | 755,135 | 724,041 |
| Information Services | 69,539 | 161,266 | 148,753 | 169,640 |
| Civil Service | 3,939 | 8,828 | 9,010 | 4,840 |
| Law Enforcement | 1,837,063 | 1,935,523 | 2,236,563 | 2,280,246 |
| Fire & EMS Services | 725,926 | 794,888 | 830,658 | 848,784 |
| Jail Services | 26,638 | 8,138 | 30,500 | 30,500 |
| Building | 71,937 | 130,894 | 147,460 | 142,810 |
| Emergency Management | 8,950 | 7,270 | 10,765 | 10,985 |
| Conservation | 4,742 | 5,278 | 5,570 | 5,940 |
| Animal Control Services | 8,700 | 9,177 | 10,000 | 9,500 |
| Planning | 83,869 | 214,562 | 355,806 | 140,075 |
| Social Services | 2,123 | 2,118 | 2,185 | 1,773 |
| Recreation | 402,893 | 543,925 | 646,475 | 659,680 |
| Library Services | 10,503 | 13,061 | 10,000 | 12,500 |
| Community Events | 55,241 | 71,811 | 62,500 | 108,100 |
| Swimming Pool | 283,175 | 335,563 | 308,035 | 319,385 |
| Parks | 345,087 | 332,798 | 464,798 | 351,342 |
| Total Operating Expenditures | 6,038,647 | 7,025,828 | 7,900,682 | 7,742,476 |
| Other Financing Uses | | | | |
| Lease Payments | - | 7,837 | 18,174 | 32,360 |
| Interfund Transfers Out | 374,384 | 582,035 | 348,799 | 308,538 |
| Other Decreases in Fund Balance | 8,572 | 18,410 | - | - |
| Total Other Financing Uses | 382,956 | 608,282 | 366,973 | 340,898 |
| Total Expenditures & Other Uses | 6,421,603 | 7,634,110 | 8,267,655 | 8,083,374 |
| | - | - | - | - |
| Ending Fund Balance | | | | |
| Restricted | 473,948 | 800,393 | 335,369 | - |
| Assigned | 1,147,177 | 1,070,520 | 1,030,793 | 918,880 |
| Unassigned | 3,940,622 | 3,388,133 | 3,226,148 | 3,204,947 |
| Ending Fund Balance | \$ 5,561,746 | \$ 5,259,047 | \$ 4,592,310 | \$ 4,123,827 |

City of Fircrest
Ending Fund Balances

| Fund | Ending Fund Balance | | | |
|--------------------------------|----------------------|----------------------|----------------------|----------------------|
| | 2022 Actual | 2023 Actual | 2024 Budget | 2025 Preliminary |
| General Fund | \$ 5,561,746 | \$ 5,259,047 | \$ 4,592,310 | \$ 4,123,827 |
| City Street Fund | 425,495 | 400,828 | 335,553 | 312,323 |
| Police Investigation Fund | 12,701 | 13,333 | - | 500 |
| Cumulative Reserve Fund | 1,212,846 | 1,979,506 | 2,750,000 | 2,750,000 |
| Park Bond Debt Service Fund | 552,016 | 149,811 | 163,602 | 178,028 |
| Park Bond Capital Fund | 1,687,141 | 1,385,290 | 661,763 | 941,763 |
| REET Fund | 2,460,056 | 2,774,457 | 2,708,421 | 3,014,071 |
| Utility Trust Fund | 44,692 | 42,643 | - | - |
| Storm Drain Operating Fund | 369,106 | 446,703 | 547,915 | 610,916 |
| Storm Capital Improvement Fund | 681,075 | 515,820 | 481,470 | 506,670 |
| Water Operating Fund | 244,152 | 243,189 | 246,206 | 348,564 |
| Water Capital Improvement Fund | 215,312 | 350,648 | 248,708 | 225,298 |
| Sewer Operating Fund | 1,386,211 | 1,477,553 | 1,131,245 | 706,721 |
| Sewer Capital Improvement Fund | 1,351,997 | 1,400,335 | 721,070 | 732,920 |
| Equipment Rental Fund | 1,908,856 | 1,946,045 | 2,095,838 | 2,250,208 |
| Total | \$ 18,113,403 | \$ 18,385,207 | \$ 16,684,101 | \$ 16,701,809 |

General Fund Ending Fund Balances

| General Fund | Ending Fund Balance | | | |
|-------------------------------------|---------------------|---------------------|---------------------|---------------------|
| | 2022 Actual | 2023 Actual | 2024 Budget | 2025 Preliminary |
| Restricted - ARPA Funds | \$ 800,393 | \$ 335,369 | \$ - | \$ - |
| Assigned - Light | 502,126 | 475,243 | 424,035 | 387,030 |
| Assigned - 44th/Alameda | 568,395 | 555,550 | 531,850 | 531,850 |
| Unassigned - Reserved for Cash Flow | 1,925,000 | 1,925,000 | 1,925,000 | 1,925,000 |
| Unassigned | 1,765,833 | 1,967,884 | 1,711,425 | 1,213,171 |
| Total | \$ 5,561,746 | \$ 5,259,047 | \$ 4,592,310 | \$ 4,057,051 |

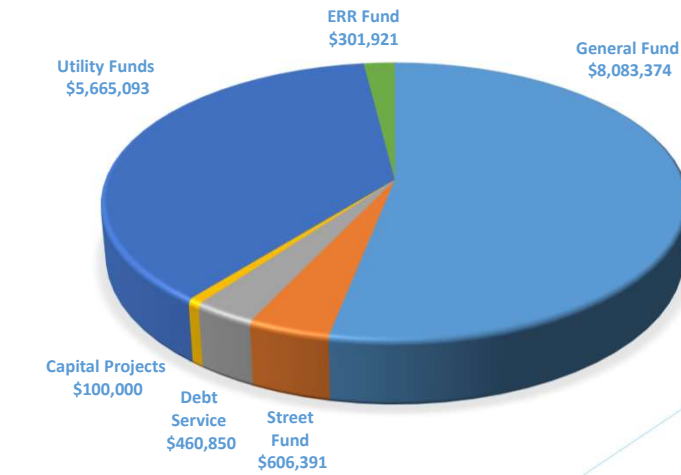
2025 Preliminary Budget



THE CITY OF FIRCREST

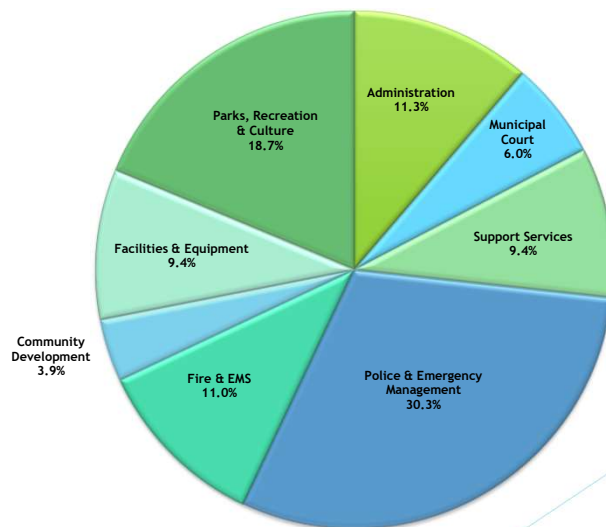


2025 Total Proposed Budget \$15,114,269

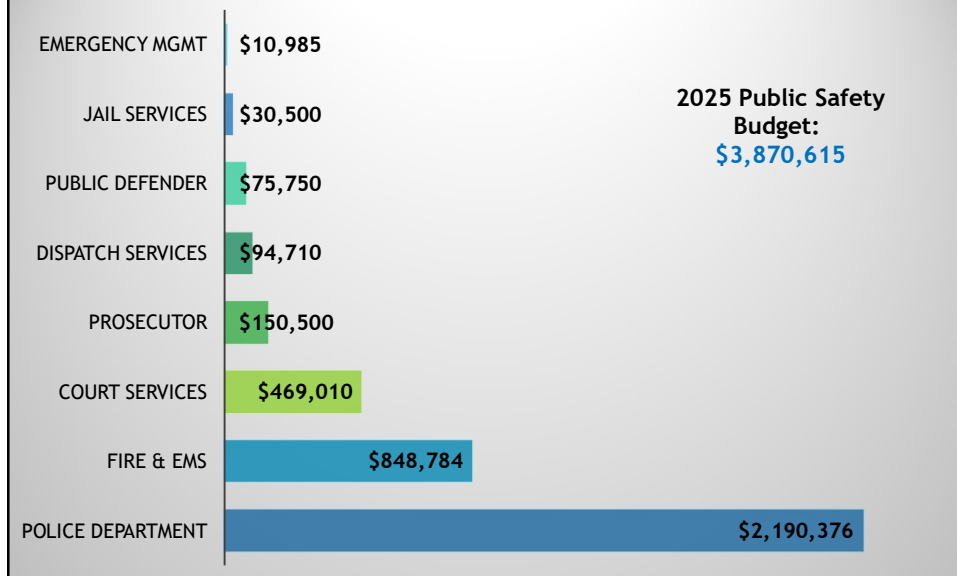


Excludes Ending Fund Balances

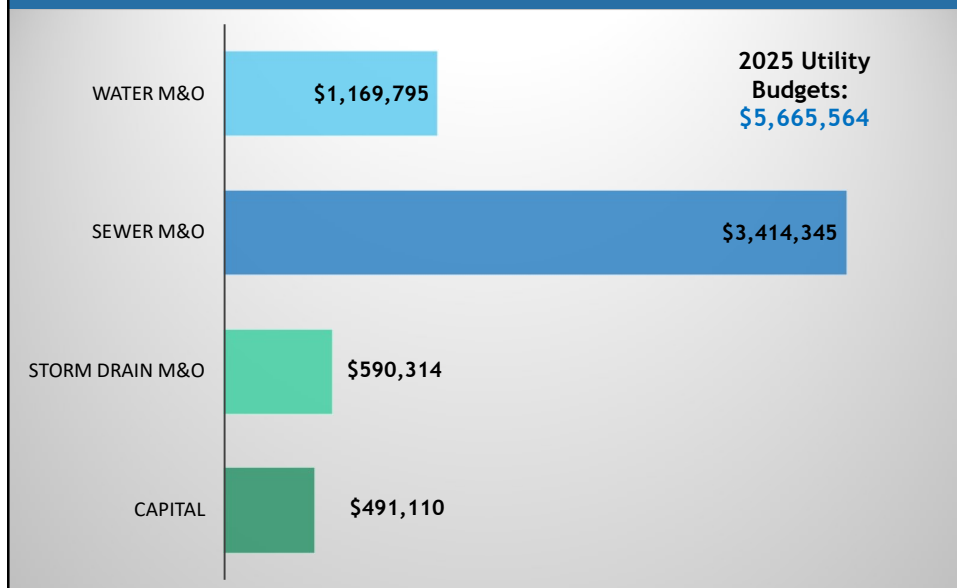
General Fund Expenditures 2025 Proposed Uses



2025 Public Safety Expenditures



2025 Utility Fund Budgets



FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: Emergency Sewer Main Repair – Fordham Court & 62nd Avenue W.

ITEM: 13A

DATE: November 12, 2024

FROM: Tyler Bemis, Public Works Director

RECOMMENDED MOTION: I move to retroactively approve the emergency sewer repairs at Fordham Court and 62nd Avenue West in the amount of \$38,535.

PROPOSAL: The Council is being asked to retroactively approve emergency sewer repairs in the amount of \$38,535 that occurred on October 18, 2024 at Fordham Court and 62nd Avenue West.

FISCAL IMPACT: Funding for this emergency repair totaling \$38,535 is available in the 2024 Adopted Sewer Capital Budget.

BACKGROUND: On October 18, 2024, Public Works crews responded to a sewer backup at a recently sold home located at 1155 Fordham Court. Upon investigation, they discovered that a 4-inch sewer main, which serves the properties at 1151-1155 Fordham Court and 4310-4318 62nd Avenue West, had collapsed, impacting four residences. No property damage occurred.

City staff quickly contacted Pacific Trenchless Inc./Budget Sewer, who were already in the area working on the Buena Vista Pipe Bursting Upgrade project under an existing City contract. City staff were able to temporarily open the damaged sewer main to restore minimal flow and prevent the risk of further backups. Pacific Trenchless Inc./Budget Sewer then expeditiously replaced the collapsed 4-inch sewer main with a new 6-inch HDPE sewer main, installed necessary cleanouts, and used a pneumatically assisted pipe-bursting method to replace 140 linear feet of the sewer main line. After the emergency repair was completed, all services are functionally normally.

Since 2013, the City has consistently used the pipe-bursting method to repair aging sewer mains located in backyards throughout Fircrest. This approach has been employed annually to upgrade outdated infrastructure. This sewer main, however, was initially considered a low priority due to its smaller size, its location in a newer area, and the lack of previous issues. Staff were therefore surprised to discover the pipe's poor condition, leading to the collapse of the sewer main. Given the severity of the situation, replacing the sewer main was the only viable solution to resolve the backup and mitigate the ongoing risk and potential liability it posed.

Pacific Trenchless Inc./Budget Sewer is the only contractor that utilizes the pneumatic pipe bursting method. Given their proximity and ongoing work in the City, they were the most viable option to quickly address the situation.

In accordance with the City's purchasing policy for emergency situations, staff are notifying the Council of the emergency repairs and are requesting retroactive approval for the work, as well as authorization to pay the associated invoice from Pacific Trenchless Inc./Budget Sewer.

ADVANTAGES: Upgrading the sewer mainline as part of the emergency repairs addressed the compromised piping and connections, providing long-term reliability and reducing the risk of future sewer backups.

DISADVANTAGES: None identified.

ALTERNATIVES: None.

ATTACHMENTS: [Purchase Order](#)
[Pacific Trenchless Inc. Invoice](#)



THE CITY OF FIRCREST

115 Ramsdell Street • Fircrest, Washington 98466 • (253) 564-8901

VENDOR CODE

PURCHASE ORDER

Nº 42105

THIS NUMBER MUST APPEAR ON
ALL INVOICES, PACKAGES, BILLS OF
LADING AND CORRESPONDENCE

VENDOR NAME AND ADDRESS

SHIP PREPAID TO (OR ABOVE ADDRESS)

Budget Sewer

MARK P.O. NO.

ATTN:

DATE REQUIRED

SHIP VIA

F.O.B.

TERMS

ORDER DATE

10-18-24

PLEASE FURNISH THE FOLLOWING ITEMS:

| QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | AMOUNT |
|-----------------------------|-----------|---|------------|-----------------|
| <i>140</i> | <i>ft</i> | <i>Emergency Repair/Replacement 6" HDPE Pipe Replacing 4" Orangeburg City Backyard Sewer Main. Residents Backed up. Issue in City Sewer main Opened Temporary. Emergency Repair To Main. 4 Residents Affected by Sewer main Blockage.</i> | | <i>3500.00</i> |
| SUB TOTAL | | | | |
| 10.1% SALES TAX (CODE 2707) | | | | <i>3535.00</i> |
| TOTAL | | | | <i>38535.00</i> |

TERMS AND CONDITIONS

1. CONTRACT: This order is to be filled as written. Prior approval is required for any changes except for price reduction. If shipment/completion cannot be made as requested, ACKNOWLEDGE and advise firm price or shipping/completion date at once. The City will not be responsible for articles, supplies, or services furnished officials or employees without Purchase Order authorization signed by the designated City Agent. Expires 30 days from order date.

2. DELIVERY: Transportation charges must be PREPAID on all shipments. Where F.O.B. point is other than destination, charges may be added to Vendor's invoice as a separate item. Attach freight receipts to invoice. No C.O.D.

3. PAYMENT: Payment will be net 30 days unless otherwise arranged.

4. INVOICE: Mail invoice in duplicate bearing this Purchase Order Number to address above, marked to the attention of Accounts Payable within five days after shipment, delivery, or completion of service.

5. INSPECTION: All deliveries or services are subject to quantity, quality, and/or technical inspection. Rejected items shall be held at Vendor's risk and removed at his expense after receipt of notice stating reason for rejection. Mark all packages, cartons, or items with Purchase Order Number. Vendor must supply invoice, delivery ticket or packing list with each shipment, delivery, or service performed indicating Purchase Order Number and itemizing contents or services rendered. Always obtain signature of responsible department representative thereon.

6. TAXES: INCLUDE Washington State Sales and Local Tax (Code 2707) as a separate item on invoice. Tax I.D. Number: 91-6001431.

CITY OF FIRCREST

BY

7. WARRANTY: Seller warrants that in the performance of this order, it has complied with or will comply with all applicable Federal, State and Local laws and ordinances and all lawful orders, rules, and regulations applicable, including prevailing wage.

8. MECHANIC'S LIEN AND INDEMNITY: If this order calls for work to be performed upon property owned or controlled by Buyer, it is agreed that: (a) Seller will keep the premises free and clear of all mechanic's liens, and agrees to furnish Buyer such affidavits and waivers as, in Buyer's opinion, are necessary or appropriate to insure immunity from mechanic's liens arising from the performance of this order, all as a condition precedent to any payment by Buyer hereunder. (b) The work will remain at Seller's risk prior to written acceptance by Buyer, and Seller will replace at his own expense all work damaged or destroyed by fire, force, or violence of the elements or any other cause whatsoever. (c) Seller will indemnify, save harmless, and defend Buyer from all liability for loss, damage, or injury to person or property in any manner arising out of or incident to Seller's performance of this order. (d) Seller will indemnify, save harmless, and defend Buyer on account of any of the terms or provisions of any applicable Workmen's Compensation Law and will furnish Buyer with proper evidence that Seller is insured against all liability under such law.

FOR CITY USE ONLY: B.A.R.S. BUDGET ACCOUNTS - DISTRIBUTION OF CHARGES

| B.A.R.S. DESCRIPTION | FUND | DEPT. NO. | SUB DEPT. | ELEM. | OBJECT | AMOUNT |
|----------------------|------------|------------|-----------|-----------|-----------|-----------------|
| | <i>432</i> | <i>594</i> | <i>35</i> | <i>63</i> | <i>01</i> | <i>38535.00</i> |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

☐ ESTIMATE

PACIFIC TRENCHLESS INC

☐ INVOICE



3218 NW 59th Street
Seattle, WA 98107
(206) 381-1904
aidan@budgetsewer.com

Trenchless Sewer Replacement
Video Camera Inspection
Reg:CC PACIFT1801NS

| | | |
|--|----------------------------------|-----------------------|
| SUBMITTED TO: JEFF City of Fircrest | PHONE: | DATE: 10-18-24 |
| STREET: Foldham CT | JOB NAME: | |
| CITY, STATE AND ZIP CODE: | JOB LOCATION: Fircrest WA | |

- | | | | |
|---|---|--|---|
| <input checked="" type="checkbox"/> Camera Inspection | <input checked="" type="checkbox"/> Pipe Bursting | <input checked="" type="checkbox"/> Locate | <input type="checkbox"/> Pipe Re-lining |
| <input type="checkbox"/> Rooter | <input type="checkbox"/> Weep Hole | <input checked="" type="checkbox"/> Sewer Repair | <input type="checkbox"/> Water Lines |
| <input type="checkbox"/> Other | | | |

Comments: ①: Dig holes @ neighbors connection, water main, and city sewer main
②: Pipeburst 140 LF of 6" HDPE to city sewer main
③: Install cleanouts
④: Backfill and clean

Cost: 35,000 PLUS tax

Emergency repair of sewer
Subtotal: 35,000
Tax: 3,535
Total: 38,535

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Payment to be made as follows:

dollars (\$ **38,535**)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. All undocking deemed disposable if not removed by owner.

Authorized
Signature

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Terms of Acceptance

Interest at 3% per month on unpaid portion. Customer agrees to pay a delinquent fee of 20% on amounts not paid after 30 days plus attorney fees incurred in collection. Warranty is void if not paid per original. The above prices, specifications and conditions are subject to change and are hereby accepted. Payment will be made as outlined above. Invoice due upon receipt. Any alteration or revision from the above specifications involving extra costs will be included only upon written or oral agreement, and will become an extra charge over and above the estimate. We are not responsible for any claim or unforeseen concealed conditions. All sales are final.

Signature _____

Acceptance Date _____

Licensed Bonded Insured • RSSC
www.budgetsewer.com

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: Ordinance Amending the Municipal Court Judge and Chief Examiner Monthly Rates of Pay and the Municipal Court Judge Pro Tempore Hourly Rate of Pay

ITEM: 13B

DATE: November 12, 2024

FROM: Dawn Masko, City Manager

RECOMMENDED MOTION: I move to adopt Ordinance No. ____, amending Fircrest Municipal Code 2.44.070 amending the Municipal Court Judge and Civil Service Chief Examiner monthly rates of pay and amending Fircrest Municipal Code 2.44.095 amending the Municipal Court Judge Pro Tempore hourly rate of pay, providing for severability, and establishing an effective date.

PROPOSAL: The City Council is being asked to adopt an ordinance that increases the monthly rate of pay for the Municipal Court Judge from \$3,899 to \$4,039 and from \$5,571 to \$5,772 per month if contracting for additional court services. The ordinance also proposes an increase in the Civil Service Chief Examiner's rate of pay from \$266 to \$276 per month. These pay increases are effective January 1, 2025.

Additionally, the ordinance amends Fircrest Municipal Code ("FMC") 2.44.095 to reflect the current hourly rate for the Municipal Court Judge Pro Tempore. The hourly pay rate increased in 2022 from \$50 per hour to \$75 per hour but was included in FMC 2.44.070 (Monthly Pay) instead of being updated in FMC 2.44.095 (Other Hourly Rate of Pay).

FISCAL IMPACT: The proposed pay increases provide for a 3.6% cost-of-living adjustment ("COLA") based on the Consumer Price Index All Urban Consumers (CPI-W) for the year ending June 2024. This adjustment is consistent with the COLA increases recommended for other non-represented employees.

The ordinance raises the monthly salary for the Municipal Court Judge by \$201, which includes the additional compensation for the Ruston Court contract. The monthly increase for the Chief Examiner is \$10. The hourly rate for the Municipal Court Judge Pro Tempore remains unchanged.

ADVANTAGES: The proposal provides for the same 3.6% COLA increase proposed for other non-represented employees, ensuring equitable compensation adjustments across the board.

DISADVANTAGES: None identified other than increased costs which have been included in the 2025 Preliminary Budget.

ALTERNATIVES: Not provide a cost-of-living adjustment.

BACKGROUND: Historical pay increases for these positions have been:

| | |
|--|--|
| 2015 – 2.5% | 2020 – 1.7% (plus \$100/month for Judge) |
| 2016 – 2.0% | 2021 – 1.0% |
| 2017 – 2.0% | 2022 – 6.3% |
| 2018 – 3.0% | 2023 – 9.5% |
| 2019 – 3.6% (added \$1,500/month for the Municipal Court Judge for Ruston Court services) | 2024 – 4.5% |

A 3.6% increase is now requested for the Municipal Court Judge and Civil Service Chief Examiner, effective January 1, 2025.

ATTACHMENTS: [Ordinance](#)

**CITY OF FIRCREST
ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AMENDING FIRCREST
MUNICIPAL CODE ("FMC") 2.44.070 RELATING TO THE
MUNICIPAL COURT JUDGE'S MONTHLY RATE OF PAY
AND THE CIVIL SERVICE CHIEF EXAMINER'S MONTHLY
RATE OF PAY; AMENDING FMC 2.44.095 RELATING TO
THE MUNICIPAL COURT JUDGE PRO TEMPORE'S
HOURLY RATE OF PAY; PROVIDING FOR SEVERABILITY;
AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City seeks to adopt a cost of living increase of 3.6% based on the Consumer Price Index All Urban Consumers (CPI-W) for the year ending June 2024 for the Municipal Court Judge position; and

WHEREAS, the City seeks to adopt a cost of living increase of 3.6% based on the Consumer Price Index All Urban Consumers (CPI-W) for the year ending June 2024 for the Municipal Court Judge with contract position; and

WHEREAS, the City seeks to adopt a cost of living increase of 3.6% based on the Consumer Price Index All Urban Consumers (CPI-W) for the year ending June 2024 for the Civil Service Chief Examiner position; and

WHEREAS, the City Council has determined it is in the best interests of the City to do so.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF FIRCREST DO
ORDAIN AS FOLLOWS:**

Section 1. FMC 2.44.070, Amended. Section 1 of Ordinance No. 1713 and FMC 2.44.070 are hereby amended to read as follows:

2.44.070 Monthly Pay. From and after January 1, 2025, the monthly rate of pay for the following positions is fixed at not to exceed the following sums:

| | |
|-------------------------------------|-------------------|
| Municipal Court Judge | \$4,039 per month |
| Municipal Court Judge with contract | \$5,772 per month |
| Civil Service Chief Examiner | \$ 276 per month |

Section 2. FMC 2.44.095, Amended. FMC 2.44.095 is hereby amended to read as follows:

2.44.095 Other Hourly Rates of Pay. From and after January 1, 2025, the hourly rate of pay for the following position is fixed at not to exceed the following sum:

| | |
|-----------------------------------|--------------------------------|
| Municipal Court Judge Pro Tempore | \$75 per hour (2 hour minimum) |
|-----------------------------------|--------------------------------|

Section 2. Corrections. The City Clerk and codifiers of the ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 3. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this ordinance.

Section 4. Summary, Publication, and Effective Date. This Ordinance or a summary thereof consisting of the title, shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after its adoption and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 12th day of November 2024.

APPROVED:

Shannon Reynolds, Mayor

ATTEST:

Arlette Burkhardt, City Clerk

APPROVED AS TO FORM:

Robert Zeinemann, City Attorney

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: 2025 Property Tax Ordinance

ITEM: 13C

DATE: November 12, 2024

FROM: Dawn Masko, City Manager

RECOMMENDED MOTION: I move to adopt Ordinance No. _____, fixing the amount of the annual ad valorem tax levy necessary for the fiscal year 2025, providing for severability, and establishing an effective date.

PROPOSAL: The City Council is being asked to fix the annual ad valorem tax levy necessary for the fiscal year 2025.

FISCAL IMPACT: The proposed ordinance will allow the City to levy the necessary amount to fund City operations in 2025.

Below are the ad valorem taxes being proposed for 2025:

| | |
|---|------------------------|
| <i>Total Assessed Valuation for Regular and EMS Levy</i> | <i>\$1,489,362,186</i> |
| Regular Levy Rate of \$1.16791 per thousand shall yield | \$1,739,444.45 |
| + Administrative Refunds | 4,111.15 |
| Total Regular Levy | <u>\$1,743,555.60</u> |
| EMS Levy Rate of \$0.38629 per thousand shall yield | \$575,328.12 |
| + Administrative Refunds | 1,360.26 |
| Total EMS Levy | <u>\$576,688.38</u> |
| <i>Total Assessed Valuation for Excess (Voter Approved) Levy</i> | <i>\$1,471,307,906</i> |
| Excess (Park Bonds) Levy Rate of \$0.32262 per thousand shall yield | \$474,676.00 |
| + Administrative Refunds | 2,715.87 |
| Total Excess (Parks Bond) Levy | <u>\$477,391.87</u> |
| Total Levy Rate of approximately \$1.87682 per thousand shall yield | \$2,789,448.57 |
| + Administrative Refunds | 8,187.28 |
| Total Approximate Levy Amount | <u>\$2,797,635.85</u> |

ADVANTAGES: This proposal will provide the necessary funds for 2025 City operations.

DISADVANTAGES: None identified.

ALTERNATIVES: None identified.

BACKGROUND: The Council fixes ad valorem taxes annually by ordinance prior to submitting the levy amounts to Pierce County to be certified.

Per [RCW 84.52.020](#), the City of Fircrest must adopt its property tax certification by November 30, 2024, and file it with Pierce County for property taxes to be collected in 2025. The City is limited to a one percent (1%) increase in property tax revenue over the 2024 base property tax, plus an increase from new construction, prior year administrative refunds, and any increases in state-assessed property.

The attached ordinance sets the regular, EMS, and excess (voter-approved) levies for 2025.

ATTACHMENTS: [Ordinance](#)
[Levy Certification](#)
[Property Tax Slides](#)

**CITY OF FIRCREST
ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, FIXING THE AMOUNT OF THE ANNUAL
AD VALOREM TAX LEVY NECESSARY FOR THE FISCAL YEAR 2025;
PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN
EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Fircrest has met and considered its budget for the calendar year 2025; and

WHEREAS, the population of this district is less than 10,000; and

WHEREAS, the City Council conducted the public hearing on the 2025 revenue sources on October 22, 2025; and

WHEREAS, the City of Fircrest's actual regular levy amount from the previous year was \$1,717,206.44; and

WHEREAS, the City of Fircrest's actual EMS levy amount for the previous year was \$567,986.73; and

WHEREAS, the Pierce County Assessor-Treasurer has notified the City of Fircrest that the preliminary assessed valuation of the property lying within the boundaries of said City for the assessment year 2024 is \$1,489,362,186, and the taxable value for the excess (voter-approved) levy is \$1,471,307,906; and

WHEREAS, the City Council, after reviewing and duly considering all relevant evidence, has determined it is in the City's best interest and necessary to meet its expenses and obligations to increase the regular property tax levy and EMS property tax levy as described below for 2025; and

WHEREAS, on April 23, 2019, Fircrest Proposition No. 1 (Pool, Community Center, and Parks Bonds) for the issuance of unlimited general obligation bonds was approved by the voters; and

WHEREAS, the City is required to set and establish the property tax levy rate for excess levies for general obligation bond issues approved by the voters, including subsequent refunded bond issues, subject to limitations imposed by law; and

WHEREAS, the below is a true and complete listing of property tax levies for the City of Fircrest for tax year 2025 and they are within the maximums established by law:

| | |
|---|-----------------|
| Total Assessed Valuation for Regular and EMS Levy | \$1,489,362,186 |
| Regular Levy @ \$1.16791 per thousand shall yield | \$ 1,739,444.45 |
| EMS Levy @ \$0.38629 per thousand shall yield | \$ 575,328.12 |

| | |
|--|-----------------------|
| Total Assessed Valuation for Park Bond Levy | \$1,471,307,906 |
| Park Bond Levy @ \$0.32262 per thousand shall yield | \$474,676.00 |
| Total all property tax levies @ \$1.87682 per thousand shall yield | \$ 2,789,448.57 |
| + Administrative Refunds | 8,187.28 |
| Total Property Tax Levy Amount | \$2,797,635.85 |

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FIRCREST DO ORDAIN AS FOLLOWS:

Section 1. Regular Property Tax Levy. An increase in the Regular property tax levy is hereby authorized for the levy to be collected in the 2025 tax year.

The dollar amount of the increase over the actual regular levy amount from the previous year (1,717,206.44) shall be \$15,028.49, which is a percentage increase of 0.8752% from the previous year. This is exclusive of additional revenue resulting from new construction and improvements to property (\$7,209.51), any increase in the value of state-assessed property (\$0), any annexations that have occurred and refunds made (\$4,111.15).

Section 2. EMS Property Tax Levy. An increase in the EMS property tax levy is hereby authorized for the levy to be collected in the 2025 tax year.

The dollar amount of the increase over the actual EMS levy amount from the previous year (567,986.73) shall be \$4,956.75, which is a percentage increase of 0.873% from the previous year. This is exclusive of additional revenue resulting from new construction and improvements to property (\$2,384.63), any increase in the value of state-assessed property (\$0), any annexations that have occurred and refunds made (\$1,360.26).

Section 3. Said taxes herein provided for are levied for the purpose of raising revenue sufficient to pay the current expense and street expenditures and for carrying on the work of the different departments of the municipal government of the City of Fircrest for the fiscal year beginning January 1, 2025 and ending December 31, 2025 and the same are hereby levied upon all real and personal property within the City of Fircrest subject to taxation and as shown by the assessment in the County of Pierce as finally fixed by law.

Section 4. Voter-Approved Excess Tax Levy for Unlimited General Obligation Bonds. In addition, a further tax is hereby levied to raise revenue to provide for the interest and redemption of the 2019 voter-approved unlimited general obligation bonds for the fiscal year of 2025 in the amount of \$474,676.00. This tax is applicable to all taxable property within the City of Fircrest. This is exclusive of refunds made (\$2,715.87).

Section 5. Notification. The City Manager is directed to certify the dollar amount to be raised on real and personal property and to transmit the certification of same to the Pierce County Council and the Pierce County Assessor-Treasurer's Office.

Section 6. Corrections. The City Clerk and codifiers of the ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 7. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this ordinance.

Section 8. Summary, Publication, and Effective Date. This Ordinance or a summary thereof consisting of the title, shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after its adoption and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 12th day of November 2024.

APPROVED:

Shannon Reynolds, Mayor

ATTEST:

Arlette Burkhardt, City Clerk

APPROVED AS TO FORM:

Robert Zeinemann, City Attorney

Publication Date:
Effective Date:

(Ordinance No.____)



Pierce County

Mike Lonergan, Assessor-Treasurer

2401 South 35th Street
Tacoma, WA 98409-7498
(253) 798-6111 FAX (253) 798-3142
ATLAS (253) 798-3333
www.piercecountywa.org/atr

September 13, 2024

OFFICIAL NOTIFICATION TO: CITY OF FIRCREST

RE: 2024 PRELIMINARY ASSESSED VALUES

FOR REGULAR LEVY

| | |
|--|----------------------|
| Total Taxable Regular Value | 1,489,362,186 |
| Highest lawful regular levy amount since 1985 | 1,732,234.93 |
| Additional revenue from current year's NC&I | 7,209.51 |
| Additional revenue from annexations (RCW 84.55) | 0.00 |
| Additional revenue from administrative refunds (RCW 84.69) | 4,111.15 |
| <i>Additional revenue from administrative refunds not allowed if limited by statutory rate limit</i> | |
| Court Order Refunds | 0.00 |
| Prior Year's Additional revenue from increase in state-assessed property | 0.00 |
| Total Allowable Levy (as controlled by the limit calculation) | 1,743,555.60 |
| This year's certified levy amount (including refunds) | 0.00 |

FOR EXCESS LEVY

| | |
|--|---------------|
| Taxable Value | 1,471,307,906 |
| Timber Assessed Value | - |
| Total Taxable Excess Value | 1,471,307,906 |
| Additional revenue from administrative refunds (RCW 84.69) Bonds | 2,715.87 |
| New Construction and Improvement Value | 6,157,660 |

*If you need assistance or have any questions regarding this information, please contact Kim Alflen
253.798.7114 kim.alflen@piercecountywa.gov*



Pierce County

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PRELIM LAWFUL LEVY LIMIT 2024 FOR 2025

FIRCREST
 < 10,000

REGULAR TAX LEVY LIMIT:

2023

| | |
|--|--|
| A. <u>Highest regular tax which could have been lawfully levied beginning with the 1985 levy</u> [refund levy not included] times limit factor (as defined in RCW 84.55.005). | 1,715,084.09 1.01 1,732,234.93 |
| B. Current year's assessed value of new construction, improvements and wind turbines in original districts before annexation occurred times last year's levy rate (if an error occurred or an error correction was made in the previous year, use the rate that would have been levied had no error occurred). | 6,157,660 1.170820475362 7,209.51 |
| C. Tax increment finance area increment AV increase (RCW 84.55.010(1)(e)) Current Year's A.V. less base year's A.V., the result to be multiplied by last year's regular levy rate (or the rate that should have been levied) | 0.00 0.00 0.00 1.170820475362 |
| D. State assessed property value in original district if annexed less last year's state assessed property value. The remainder to be multiplied by last year's regular levy rate (or the rate that should have been levied). | 4,586,953 4,586,953 0.00 1.170820475362 |
| PRIOR YEAR'S REVENUE AS PLACE HOLDER | 0.00 |

E REGULAR PROPERTY TAX LIMIT (A + B + C) 1,739,444.45

ADDITIONAL LEVY LIMIT DUE TO ANNEXATIONS:

| | |
|---|---|
| F To find rate to be used in F, take the levy limit as shown in Line D above and divide it by the current assessed value of the district, excluding the annexed area. | 1,739,444.45 1,489,362,186 1.167912322705 |
| G Annexed area's current assessed value including new construction and improvements times rate found in F above. | 0.00 1.167912322705 0.00 |

H NEW LEVY LIMIT FOR ANNEXATION (E + G) 1,739,444.45

LEVY FOR REFUNDS:

| | |
|---|--|
| I RCW 84.55.070 provides that the levy limit will not apply to the levy for taxes refunded or to be refunded pursuant to Chapters 84.68 or 84.69 RCW. (D or G + refund if any) | 1,739,444.45 4,111.15 1,743,555.60 |
|---|--|

J TOTAL ALLOWABLE LEVY AS CONTROLLED BY THE LEVY LIMIT 1,743,555.60

| | |
|---|---|
| K Amount of levy under statutory rate limitation. | 1,489,362,186 3.375000000000 5,026,597.38 |
|---|---|

L HIGHEST LAWFUL LEVY FOR THIS YEAR 1,743,555.60

M New Highest Lawful Levy since 1985 (Lesser of H & K minus C, unless A (before limit factor increase) is greater than H or K minus C, then A before the limit factor increase) 1,739,444.45



Pierce County

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www.piercecountywa.org/atr

September 13, 2024

OFFICIAL NOTIFICATION TO: FIRCREST EMS

RE: 2024 PRELIMINARY ASSESSED VALUES

FOR REGULAR LEVY

| | |
|--|----------------------|
| Total Taxable Regular Value | 1,489,362,186 |
| Highest lawful regular levy amount since 1985 | 572,943.48 |
| Additional revenue from current year's NC&I | 2,384.63 |
| Additional revenue from annexations (RCW 84.55) | 0.00 |
| Additional revenue from administrative refunds (RCW 84.69) | 1,360.26 |
| <i>Additional revenue from administrative refunds not allowed if limited by statutory rate limit</i> | |
| Court Order Refunds | 0.00 |
| Prior Year's Additional revenue from increase in state-assessed property | 0.00 |
| Total Allowable Levy (as controlled by the limit calculation) | 576,688.38 |
| This year's certified levy amount (including refunds) | 0.00 |

FOR EXCESS LEVY

| | |
|----------------------------|---|
| Taxable Value | - |
| Timber Assessed Value | - |
| Total Taxable Excess Value | - |

New Construction and Improvement Value 6,157,660

*If you need assistance or have any questions regarding this information, please contact Kim Alflen
253.798.7114 kim.alflen@piercecountywa.gov*



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www.piercecountywa.org/atr

PRELIM LAWFUL LEVY LIMIT 2024 FOR 2025

FIRCREST EMS
< 10,000

5th/6 yr
2023

REGULAR TAX LEVY LIMIT:

A. Highest regular tax which could have been lawfully levied beginning with the 1985 levy [refund levy not included] times limit factor
(as defined in RCW 84.55.005).

567,270.77
1.01
572,943.48

B. Current year's assessed value of new construction, improvements and wind turbines in original districts before annexation occurred times last year's levy rate (if an error occurred or an error correction was made in the previous year, use the rate that would have been levied had no error occurred).

6,157,660
0.387262985817
2,384.63

C. Tax increment finance area increment AV increase (RCW 84.55.010(1)(e))
Current Year's A.V. less base year's A.V., the result to be multiplied by last year's regular levy rate (or the rate that should have been levied)

0.00
0.00
0.00
0.387262985817

D State assessed property value in original district
if annexed less last year's state assessed property value. The remainder to be multiplied by last year's regular levy rate (or the rate that should have been levied).

4,586,953
4,586,953
0.00
0.387262985817
0.00

PRIOR YEAR'S REVENUE AS PLACE HOLDER

E REGULAR PROPERTY TAX LIMIT (A + B + C)

575,328.12

ADDITIONAL LEVY LIMIT DUE TO ANNEXATIONS:

F To find rate to be used in F, take the levy limit as shown in Line D above and divide it by the current assessed value of the district, excluding the annexed area.

575,328.12
1,489,362,186
0.386291613219

G Annexed area's current assessed value including new construction and improvements times rate found in F above.

0.00
0.386291613219
0.00

H NEW LEVY LIMIT FOR ANNEXATION (E + G)

575,328.12

LEVY FOR REFUNDS:

I RCW 84.55.070 provides that the levy limit will not apply to the levy for **taxes refunded** or to be refunded pursuant to Chapters 84.68 or 84.69 RCW. (D or G + refund if any)

575,328.12
1,360.26
576,688.38

J TOTAL ALLOWABLE LEVY AS CONTROLLED BY THE LEVY LIMIT

576,688.38

K Amount of levy under statutory rate limitation.

1,489,362,186
0.500000000000
744,681.09

L HIGHEST LAWFUL LEVY FOR THIS YEAR

576,688.38

M New Highest Lawful Levy since 1985 (Lesser of H & K minus C, unless A (before limit factor increase) is greater than H or K minus C, then A before the limit factor increase

575,328.12

Form 64 0100

Levy Certification

Submit this document, or something similar, to the **county legislative authority on or before November 30** of the year preceding the year in which the levy amounts are to be collected.

Courtesy copy may be provided to the county assessor.

This form is not designed for the certification of levies under RCW 84.52.070.

In accordance with RCW 84.52.020, I **Dawn Masko** (Name),
City Manager (Title), for the City of Fircrest (District name),
do hereby certify to the **Pierce** (Name of county) County legislative authority
that the **Council** (Commissioners, Council, Board, etc.) of said district requests
that the following levy amounts be collected in **2025** (Year of collection) as provided in the district's
budget, which was adopted following a public hearing held on **10/22/2024** (Date of public hearing).

Regular levies

| Levy | General levy | Other levy* EMS |
|---|-----------------------|------------------------|
| Total certified levy request amount, which includes the amounts below. | \$1,743,555.60 | \$576,688.38 |
| Administrative refund amount | \$ 4,111.15 | \$ 1,360.26 |
| Non-voted bond debt amount | | |
| Other* | | |

Excess levies

| Levy | General (n/a for school districts) | Bond | Enrichment (school districts only) | Cap. project | Other levy* |
|---|---------------------------------------|---------------------|---------------------------------------|--------------|-------------|
| Total certified levy request amount, which includes the amounts below. | | \$477,391.87 | | | |
| Administrative refund amount | | \$ 2,715.87 | | | |
| Other* | | | | | |

*Examples of other levy types may include EMS, school district transportation, or construction levies. Examples of other amounts may include levy error correction or adjudicated refund amount. Please include a description when using the "other" options.

Signature: _____ **Date:** _____

To request this document in an alternate format, please complete the form dor.wa.gov/AccessibilityRequest or call 360-705-6705. Teletype (TTY) users please dial 711.

2025 Property Tax

City of Fircrest



THE CITY OF FIRCREST

Assessed Valuation

| Levy Year | Assessed Valuation | Regular Levy Rate | Regular Property Tax Levy |
|-----------|--------------------|-------------------|---------------------------|
| 2017 | 722,509,379 | 2.14847 | 1,552,290 |
| 2018 | 804,570,865 | 1.95338 | 1,571,635 |
| 2019 | 906,305,987 | 1.75501 | 1,590,618 |
| 2020 | 984,627,839 | 1.62503 | 1,600,048 |
| 2021 | 1,083,449,810 | 1.48373 | 1,607,549 |
| 2022 | 1,256,783,009 | 1.29616 | 1,628,993 |
| 2023 | 1,467,075,590 | 1.15814 | 1,699,077 |
| 2024 | 1,466,669,294 | 1.17082 | 1,717,206 |
| 2025 | 1,489,362,186 | 1.16791 | 1,743,556 |

New Construction

| Levy Year | New Construction Assessed Valuation | Property Tax Increase |
|-----------|-------------------------------------|-----------------------|
| 2017 | 1,458,883 | 3,411 |
| 2018 | 1,978,053 | 4,250 |
| 2019 | 2,003,256 | 3,913 |
| 2020 | 3,510,670 | 6,161 |
| 2021 | 6,160,800 | 10,011 |
| 2022 | 14,410,000 | 21,381 |
| 2023 | 2,760,775 | 3,578 |
| 2024 | 984,100 | 1,140 |
| 2025 | 6,157,660 | 7,210 |

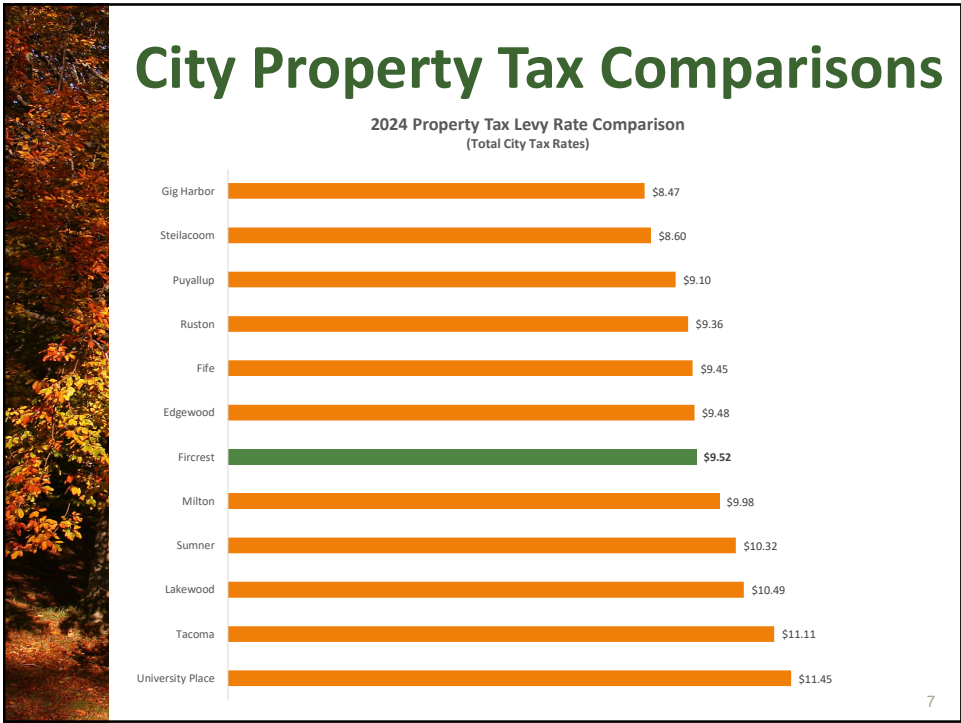
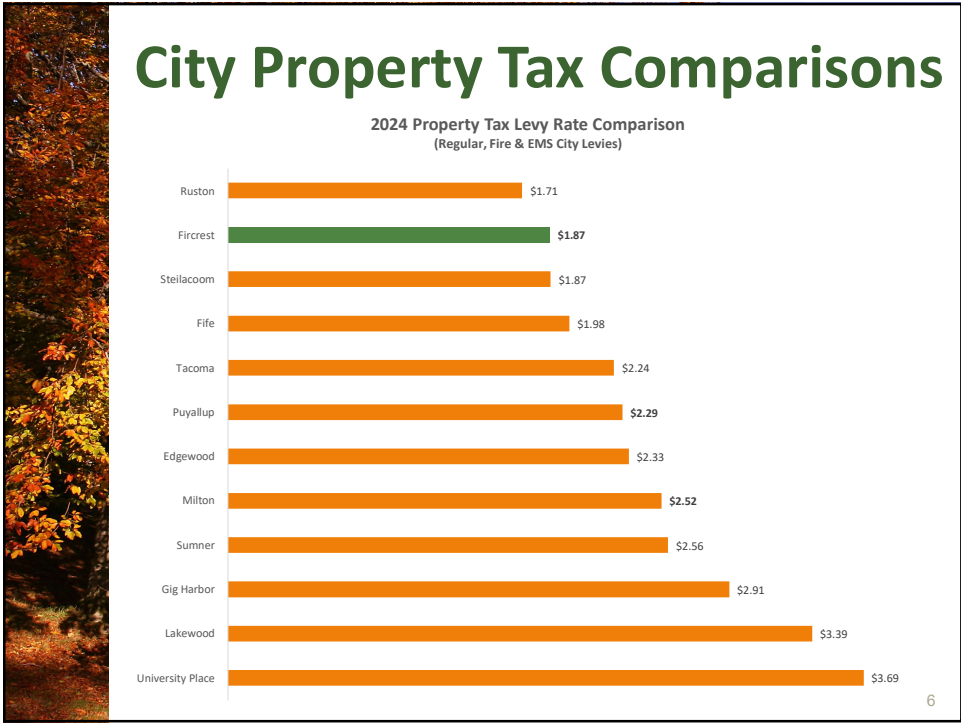
EMS Levy

| Levy Year | Assessed Valuation | EMS Levy Rate | EMS Property Tax Levy |
|-----------|--------------------|---------------|-----------------------|
| 2017 | 722,509,379 | 0.44602 | 322,256 |
| 2018 | 804,570,865 | 0.40530 | 326,093 |
| 2019 | 906,305,987 | 0.36436 | 330,224 |
| 2020 | 984,627,839 | 0.34043 | 335,195 |
| 2021 | 1,083,449,810 | 0.49994 | 541,657 |
| 2022 | 1,256,783,009 | 0.44148 | 554,840 |
| 2023 | 1,467,075,590 | 0.38303 | 561,929 |
| 2024 | 1,477,386,280 | 0.38726 | 567,987 |
| 2025 | 1,489,362,186 | 0.38629 | 576,688 |

Property Tax Calculation

| | |
|---|-------------|
| Prior Year's Actual Levy | \$1,717,206 |
| +1% Statutory Limit Increase (Council option) | |
| \$1,717,206 x 1% (Inflationary increase) | 17,151 |
| - \$2,122 (2024 Admin Refunds) | -2,122 |
| + New Construction Assessed Valuation x | |
| 2024 Property Tax Rate (\$6,157,660 x \$1.17082) | 7,210 |
| + Administrative Refunds | 4,111 |
| = Total Levy Amount | \$1,743,556 |
| Total Levy – Admin Refunds ÷ Total Assessed Valuation = Levy Rate | |
| ((\$1,743,556 – \$4,111) ÷ \$1,489,362,186) x \$1,000 AV = | \$1.16791 |

**These calculations are based on Pierce County's preliminary values. Final values will be released in early December and may result in updated numbers. These numbers may include rounding adjustments.*



Where Did Your 2024 Property Tax Dollar Go?



8

2024 Property Tax Levy (per \$1,000 Assessed Valuation)

| 2024 PROPERTY TAX LEVY | | |
|------------------------|-----------|----------------|
| Tacoma School District | \$ | 4.16385 |
| State of WA | | 2.31206 |
| City of Fircrest | | 1.17082 |
| Pierce County | | 0.77039 |
| EMS Levy | | 0.38727 |
| Fircrest Parks Bond | | 0.31099 |
| RTA | | 0.16483 |
| Port of Tacoma | | 0.13687 |
| Flood Control | | 0.09934 |
| TOTAL LEVY | \$ | 9.51643 |

9

Where Did Your 2024 Property Tax Dollar Go?

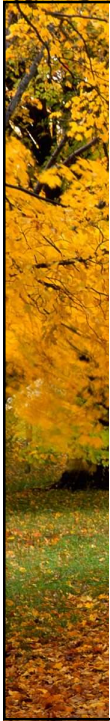


10

2024 Property Tax Levy (per \$1,000 Assessed Valuation)

| 2024 PROPERTY TAX LEVY | | |
|---|-----------|----------------|
| <i>University Place School District</i> | \$ | 3.93180 |
| <i>State of WA</i> | | 2.31206 |
| <i>City of Fircrest</i> | | 1.17082 |
| <i>Pierce County</i> | | 0.77039 |
| <i>EMS Levy</i> | | 0.38727 |
| <i>Fircrest Parks Bond</i> | | 0.31099 |
| <i>RTA</i> | | 0.16483 |
| <i>Port of Tacoma</i> | | 0.13687 |
| <i>Flood Control</i> | | 0.09934 |
| TOTAL LEVY | \$ | 9.28438 |

11



Property Tax Levy

| Tax Year | Median Assessed Valuation | Regular Levy Rate | Tax Amount |
|---------------|---------------------------|-------------------|------------|
| 2025 Proposed | \$559,862 | \$1.16791 | \$653.87 |
| 2024 | \$568,639 | \$1.17082 | \$660.16 |
| 2023 | \$569,154 | \$1.15814 | \$659.16 |
| 2022 | \$482,596 | \$1.29616 | \$625.52 |

City portion of property taxes, based on average single-family residential assessed values provided by Pierce County. Levy rates are rounded.

12



2025 Proposed Property Tax Levies

| Levy Type | Proposed Levy Amount | Anticipated Levy Rate |
|-------------------|----------------------|-----------------------|
| Regular | \$1,743,556 | \$1.16791 |
| EMS | 576,688 | 0.38629 |
| Parks Bond | 477,392 | 0.32262 |
| City Total | \$2,797,636 | \$1.87682 |

Proposed levy amounts include additional revenue from administrative refunds & increase in state-assessed property from the prior year. Levy rates are rounded.

13

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: Whittier Park Master Plan Adoption

ITEM: 13D

DATE: November 12, 2024

FROM: Jeff Grover, Parks and Recreation Director

RECOMMENDED MOTION: I move to adopt Resolution No. ____, approving and adopting the 2024 Whittier Park Master Plan, attached hereto as Exhibit “A.”

PROPOSAL: The City Council is being asked to approve and adopt the 2024 Whittier Park Master Plan as the official Master Plan for Whittier Park.

FISCAL IMPACT: There is no fiscal impact to adopt the 2024 Whittier Park Master Plan.

ADVANTAGES: Adopting the Whittier Park Master Plan offers substantial benefits to the Fircrest community, addressing both current needs and aspirations while incorporating design elements that ensure the park remains functional and inviting for generations. The plan serves as a strategic roadmap for phased improvements, facilitating efficient resource allocation and fostering community involvement. Ultimately, the Whittier Park Master Plan embodies a vibrant, enduring space that reflects Fircrest’s identity and meets resident’s needs now and in the future. This adoption stands as a testament to Fircrest’s commitment to enhancing its local parks and green spaces.

DISADVANTAGES: None.

ALTERNATIVES: Do not adopt the 2024 Whittier Park Master Plan.

BACKGROUND: The Whittier Park Master Plan project was launched to address the evolving needs of the Fircrest community and to create a public space that reflects both current and future community values. Initial discussions highlighted the need for a comprehensive approach to enhance recreational opportunities, promote environmental sustainability, and foster community engagement. Throughout 2023 and 2024, a series of community meetings led by AHBL’s Landscape Architecture division gathered valuable resident input. This feedback revealed a strong desire for a park design that meets contemporary needs while incorporating timeless elements. The community’s insights shaped the vision for Whittier Park, emphasizing inclusivity and accessibility for all ages.

ATTACHMENTS: [Resolution](#)
[Exhibit A – Whittier Park Master Plan](#)
[Whittier Park Master Plan Presentation](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, ADOPTING THE WHITTIER PARK
MASTER PLAN.**

WHEREAS, the City of Fircrest contracted with AHBL, Inc. in June 2023 to lead the City through a master planning process for Whittier Park; and

WHEREAS, AHBL worked with City staff to hold three community engagement sessions, and presented draft Master Plan concepts to the City Council at the July 15, 2024, Council Study Session and October 8, 2024, City Council Meeting; and

WHEREAS, based on meetings with City staff, City Council, AHBL’s research and exploration, and most importantly, the community engagement sessions and community survey results, AHBL has developed a preferred Whittier Park Master Plan concept; and

WHEREAS, the Whittier Park Master Plan captures the needs and desires of today’s Fircrest community while incorporating timeless design elements that will last for decades to come.

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

Section 1. The 2024 Whittier Park Master Plan, attached hereto as Exhibit “A”, is hereby adopted as the official Master Plan for Whittier Park.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 12th day of November 2024.

APPROVED:

Shannon Reynolds, Mayor

ATTEST:

Arlette Burkhardt, City Clerk

APPROVED AS TO FORM:

Robert Zeinemann, City Attorney

PREFERRED CONCEPT



LEGEND

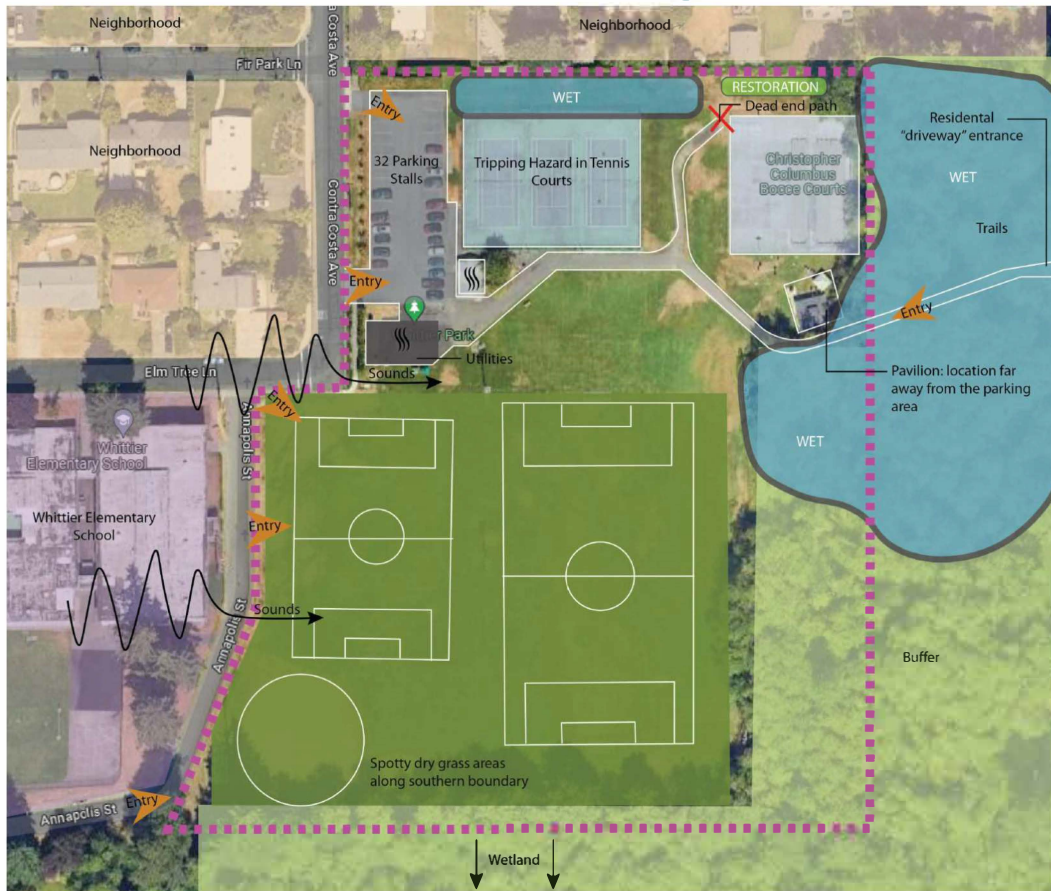
- | | | | |
|---|--|---|---|
| 1 Parking, Maintain Existing | 4 Accessible Pathways | 7 Revealed Creek and Nature Play | 10 Sport Courts: 1x Tennis, 3x Pickleball, 1x Basketball |
| 2 Work Out Stations and Benches | 5 Spectator Seating | 8 Expanded Trails | 11 Picnic Shelters |
| 3 Soccer Field Width: 165' min - 240' max x Length: 300' min x 360' max | 6 Baseball / Softball Field Little League: 200' min Softball: 250' - 275' | 9 Boardwalk | 12 Restroom, Storage and Concessions Area |



WHITTIER PARK MASTER PLAN PROJECT



Whittier Park Existing Conditions



History of Place

Whittier Park is centrally located within the city of Fircrest east of Contra Cost Ave. It has long been used as a sports recreation center

Current

Whittier Park contains environmental significance because of its adjacent watershed system, which connecting Leach Creek, Flett Creek, Clover Creek, and Chambers Creek to the Tacoma Narrows

Future

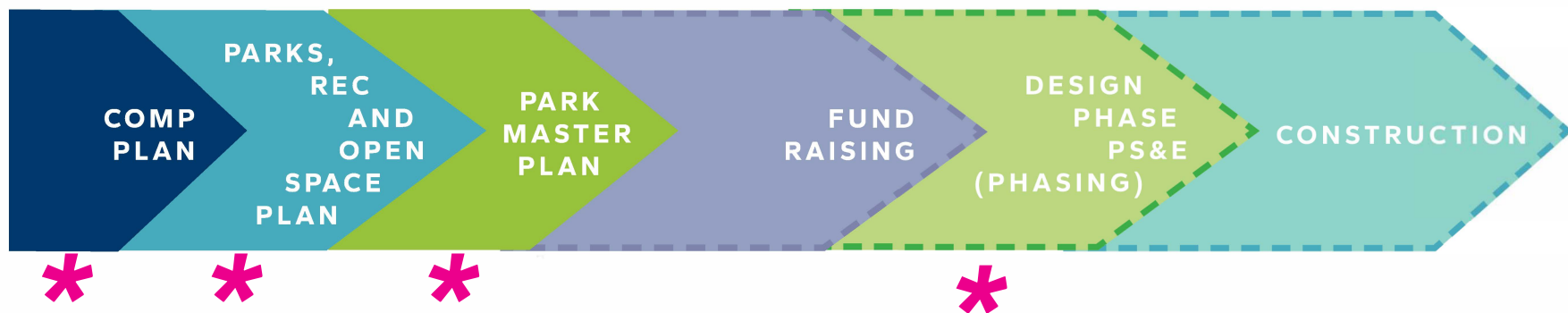
Improving existing amenities for equitable use, flexibility of programming, safety and sustainability is being driven by a participatory design process

WHITTIER PARK MASTER PLAN PROJECT



Project Overview

“What guides parks development?”

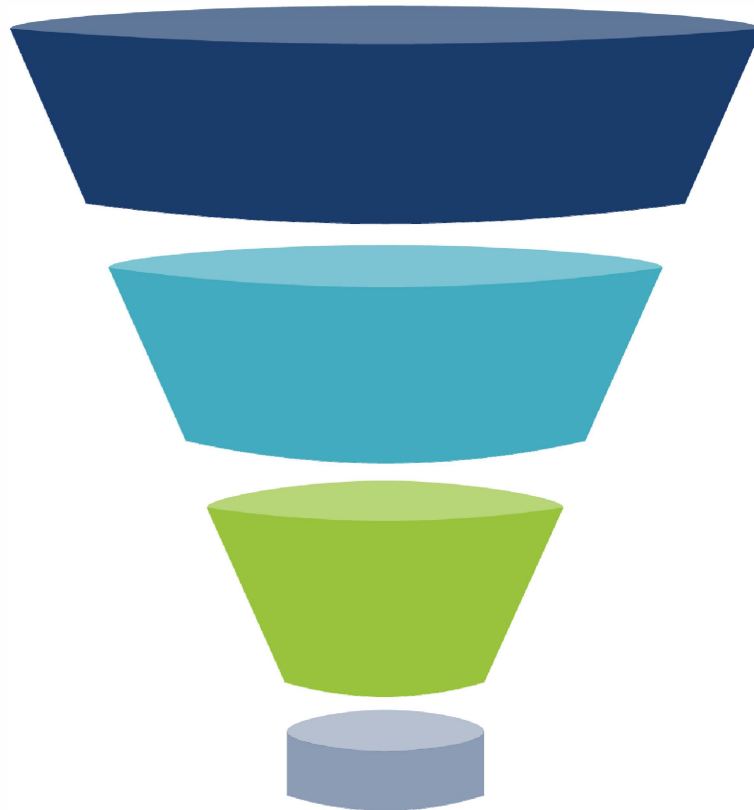


***** = *community input opportunity*

WHITTIER PARK MASTER PLAN PROJECT



Receiving Feedback



Programming

Community Meeting 1

- What has occurred at Whittier Park.
- What is happening now.
- What changes will make the park experience better.

Online Survey

Site Plan Options

- Design team will review comments / feedback to develop three different concepts.

Community Meeting 2

- Reviewing concepts & selecting amenities / layout preferences.

Preferred Plan

- Design team reviews dot exercise, comments, and counts voting.

Community Meeting 3

- Review two site options and vote for your preferred design

Final Plan

- Design team will review voting ballots / comments and develop a final site plan.

WHITTIER PARK MASTER PLAN PROJECT

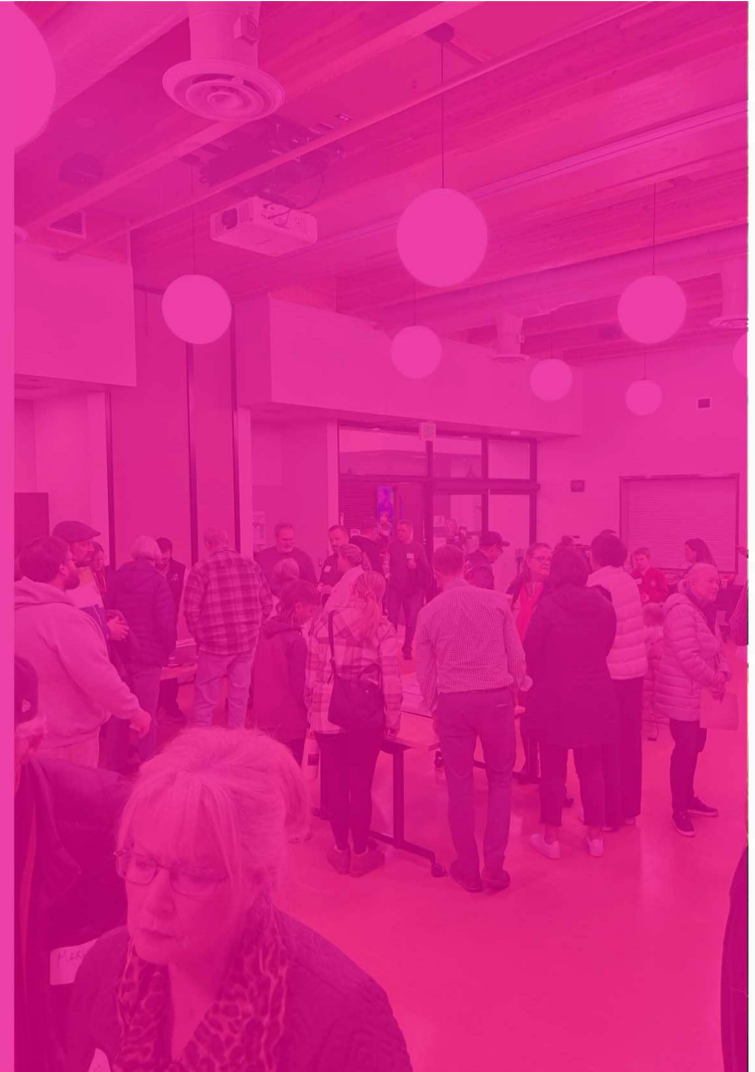


“WHAT WE HEARD”

FIRST COMMUNITY MEETING

DESIRED PROGRAMMING

KEY TAKEAWAYS / OPPORTUNITIES



WHITTIER PARK MASTER PLAN PROJECT

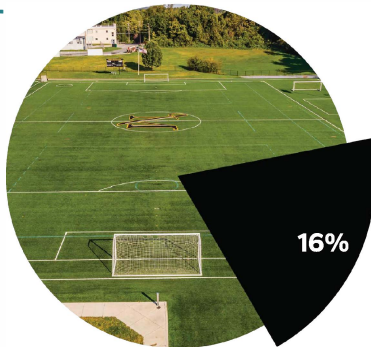


Answers to...

What would you like to see at the park?

Top Six Results:

Soccer



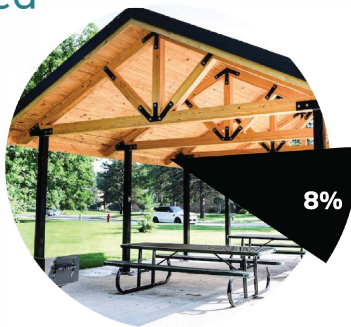
Trails



Restroom



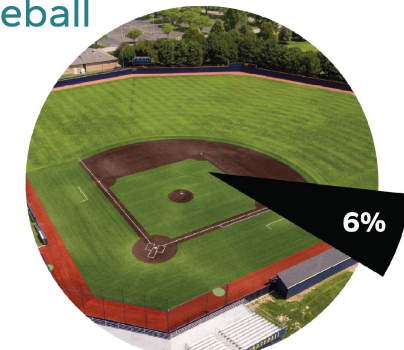
Covered Areas



Trees



Baseball



WHITTIER PARK MASTER PLAN PROJECT



Comments to...

What concerns or questions do you have?

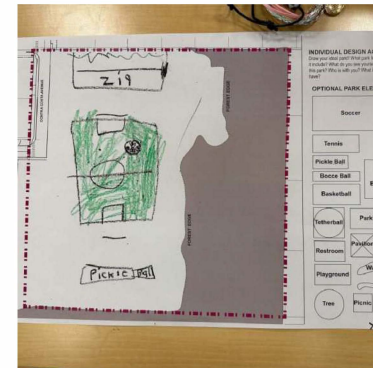
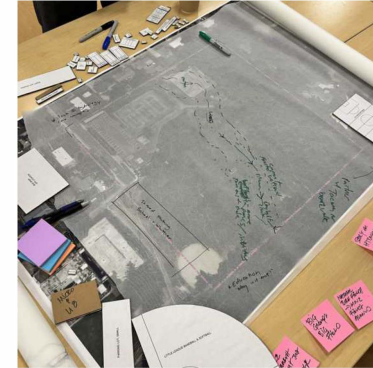
Results:



WHITTIER PARK MASTER PLAN PROJECT



Public Meeting #1 Summary - Design Exercise



WHITTIER PARK MASTER PLAN PROJECT



“WHAT WE STUDIED”

SECOND COMMUNITY MEETING

DEVELOPED THREE CONCEPTS

ASKED FOR FEEDBACK ON AMENITIES / LAYOUT



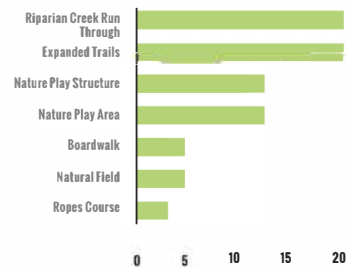
WHITTIER PARK MASTER PLAN PROJECT



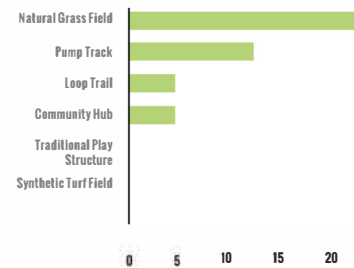
Public Meeting #2 Summary - Dot Exercise



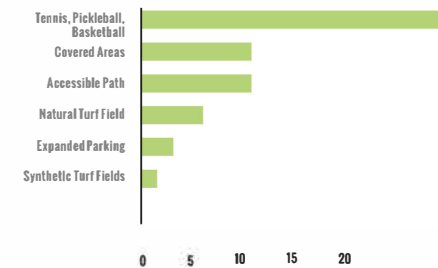
Concept 1: Leach Creek Runs Through it



Concept 2: Community Anchor



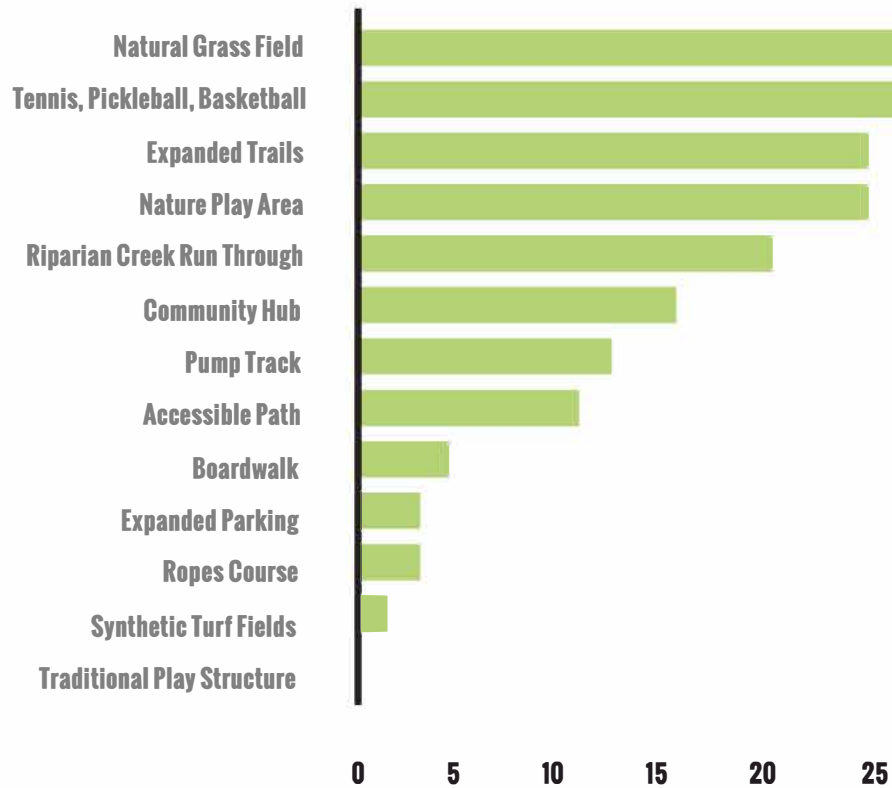
Concept 3: Sports Complex



WHITTIER PARK MASTER PLAN PROJECT



Preferred Amenities Combined - Dot Exercise



WHITTIER PARK MASTER PLAN PROJECT



Verbal Feedback

This includes feedback that was verbally spoken to our team but was not reflected in the comment boards or dot activities.



WHITTIER PARK MASTER PLAN PROJECT



Online Survey Results

PROJECT MEMO



TO: Jeff Grover
Parks & Recreation Director
City of Fircrest

DATE: February 28, 2024

FROM: Craig Skipton
Kiera Eason
Seattle - (206) 267-2425

PROJECT NO.: 2230272

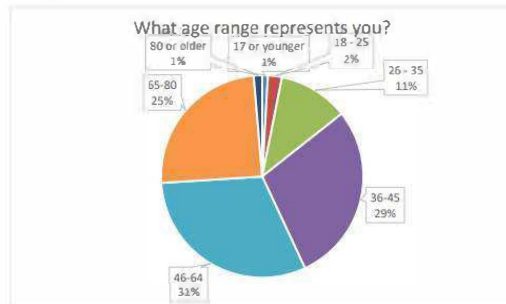
PROJECT NAME: Whittier Park Master Plan

SUBJECT: Community Survey Summary

Fircrest Community Survey Summary

As a part of the Whittier Park Master Plan Project, the City of Fircrest's consultants, AHBL, developed a Community Survey. The survey consisted of three main groups of questions: background, existing Whittier Park use, and community impressions. The following is a summary of responses and a compilation of written feedback.

Respondent Age Range



Capturing the Community

We understand that voices outside of the public meetings deserve to be heard in equal measure. The total respondents were:

219 Survey Responses

- What do you like to do at Whittier Park?
- What is missing in Whittier Park?
- What can enhance your experience and make you want to come more?

The full survey results helped drive our team in the design process

WHITTIER PARK MASTER PLAN PROJECT



“WHAT WAS SELECTED”

THIRD COMMUNITY MEETING

FOCUSED FEEDBACK - TWO DESIGN STATIONS

VOTING ON PREFERRED DESIGN



WHITTIER PARK MASTER PLAN PROJECT



Final Two Designs



Option A



Option B

WHITTIER PARK MASTER PLAN PROJECT



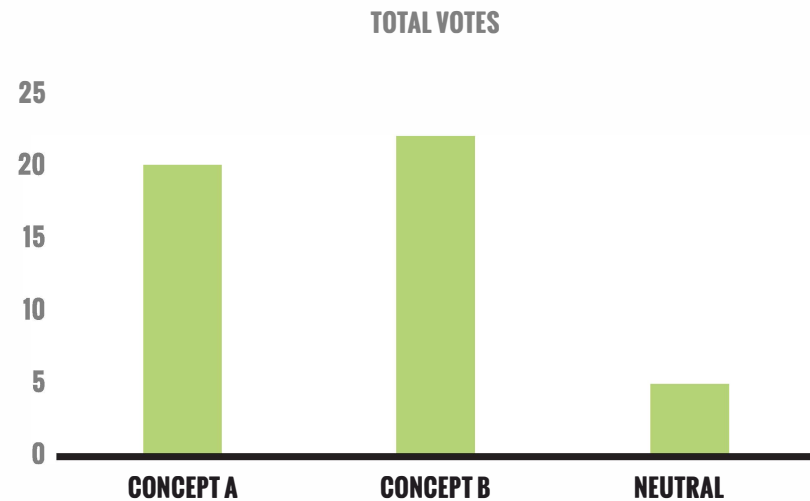
Voting Results

Community Comments

Alongside the voting processes, our team recorded verbal feedback and community trends. The voting ballot also asked for the following responses:

What aspects of the concept you chose did you find most appealing?

We welcome any additional feedback you may have regarding specific design elements.



WHITTIER PARK MASTER PLAN PROJECT



Preferred Concept



LEGEND

- ① Parking, Maintain Existing
- ② Work Out Stations and Benches
- ③ Soccer Field, Synthetic Turf
Width: 165' min - 240' max x Length: 300' min x 360' max
- ④ Accessible Pathways
- ⑤ Spectator Seating
- ⑥ Baseball / Softball Field, Natural Grass
Little League: 200' min Softball: 250' - 275'
- ⑦ Revealed Creek and Nature Play
- ⑧ Expanded Trails
- ⑨ Boardwalk
- ⑩ Sport Courts: 1x Tennis, 3x Pickleball, 1x Basketball
- ⑪ Picnic Shelters
- ⑫ Restroom, Storage and Concessions Area

WHITTIER PARK MASTER PLAN PROJECT



FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: Insurance Broker Service Agreement

ITEM: 13E

DATE: October 22, 2024

FROM: Dawn Masko, City Manager

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute a Broker Service Agreement with Leavitt Group NW for insurance broker services.

PROPOSAL: The City of Fircrest is a member of the Cities Insurance Association of Washington (CIAW) pool. The Interlocal Agreement with CIAW requires the City to designate a servicing representative to act as the liaison for the needs of Fircrest. The service representative's duties include but are not limited to, providing local claims assistance, securing underwriting information, assisting with applications, updating vehicle and equipment lists, and performing other functions as determined by the CIAW Board of Directors. Leavitt Group NW (previously Bannon, Carlson & Kessel, Inc.) has performed broker services for the City since December 2012. The attached resolution authorizes the City Manager to execute a Broker Service Agreement with Leavitt Group NW for continued insurance broker services.

FISCAL IMPACT: The annual cost of services is \$10,000, the same amount as the prior year. This item is included in the 2024 budget.

ADVANTAGES: The execution of this agreement complies with the CIAW requirement to have a servicing representative. Leavitt Group NW has provided valuable assistance in working with CIAW and with claims and preventative measures for the City.

DISADVANTAGES: None.

ALTERNATIVES: The City has the option to forgo designating a service representative, in which case we would be billed 10% of the annual cost for insurance by CIAW per the Interlocal Agreement. Based on the 2024 CIAW assessment, this would amount to \$33,719. Alternatively, the City could seek bids from other qualified firms for these services. However, given current staffing levels and time constraints, staff believe this approach is not feasible at present.

BACKGROUND: The City Council approved an Interlocal Agreement with CIAW on February 12, 2008, effective March 1, 2008. CIAW requires the City to contract with a servicing representative or pay a 10% premium based on the annual CIAW assessment. The City has historically contracted with a local brokerage to provide services. Leavitt Group NW, formerly Bannon, Carlson & Kessel, has provided this service to Fircrest since December 2012.

ATTACHMENTS: [Resolution](#)
[Broker Services Agreement](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF FIRCREST, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO EXECUTE A BROKER SERVICES
AGREEMENT WITH LEAVITT GROUP NW FOR
INSURANCE BROKER SERVICES.**

WHEREAS, the City of Fircrest is a member of the Cities Insurance Association of Washington (CIAW), and the Interlocal Agreement with CIAW requires the City to designate a service representative to act as the liaison for the needs of Fircrest; and

WHEREAS, Leavitt Group NW has the required experience and expertise and has provided such services to the City of Fircrest for many years; and

WHEREAS, the City of Fircrest has determined it is in the best interest of the City to continue utilizing Leavitt Group NW for insurance broker services.

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

Section 1. The City Manager is hereby authorized and directed to execute a broker services agreement with Leavitt Group NW for insurance broker services.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 22nd day of October
2024.

APPROVED:

Shannon Reynolds, Mayor

ATTEST:

Arlette Burkhart, City Clerk

APPROVED AS TO FORM:

Robert Zeinemann, City Attorney

**CITY OF FIRCREST
BROKER SERVICES AGREEMENT**

THIS BROKER SERVICES AGREEMENT, hereinafter referred to as “Agreement” is entered into this ____ day of _____, 2024 (the “Effective Date”), by and between the City of Fircrest, a political subdivision of the State of Washington and hereinafter referred to as the “City” and Whitfield’s United Insurance Agencies, Inc., a Washington corporation doing business as Leavitt Group Northwest, hereinafter referred to as “Broker” in consideration of the mutual benefits, terms and conditions hereinafter specified.

WHEREAS, the City has determined a need to have certain services performed for its citizens; and

WHEREAS, the Broker is in the business of performing such services, which are described below.

NOW, THEREFORE, the parties hereby agree as follows:

1. SCOPE OF SERVICES

The City of Fircrest is a member of the Cities Insurance Association of Washington (CIAW) through an Interlocal Agreement. The Interlocal Agreement requires the City to designate a servicing representative acceptable to CIAW to provide service representative services for the City as defined in Exhibit A, attached hereto and incorporated herein by this reference, and other such functions as the CIAW Board of Directors may establish.

2. TERM OF AGREEMENT

Notwithstanding the date of execution hereof, this Agreement shall be in full force and effect for a period commencing November 12, 2024, and ending August 31, 2025, with automatic annual renewals thereafter until canceled per the terms of this Agreement.

3. INDEPENDENT CONTRACTOR

The Broker is 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. The Broker shall be responsible in full for payment of its employees, including worker’s compensation, insurance, payroll deductions, and all related costs. In consideration of the compensation from the City to the Broker, the Broker is providing service representative services to the City.

4. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party, with or without cause, upon sixty (60) days written notice served to the other party by certified mail. In such case, the Broker shall be compensated by the City for all work performed to the date of termination or release from the Agreement.

5. PAYMENT

As consideration for the services rendered, the Broker shall be paid an annual fee not to exceed Ten thousand dollars (\$10,000) without written modification of this Agreement signed by the City. Payment of the fee shall be paid within fourteen (14) days after the full signing of this Agreement, or, for any renewal periods, within fourteen (14) days after the annual anniversary of the Effective Date of this Agreement. The fee may be adjusted on a negotiated basis in future years. Should this Agreement be terminated prior to the expiration date, the Broker will refund a pro-rated share of the fee for the remaining term of this Agreement.

6. ASSIGNMENT

Neither the City nor the Broker shall assign, transfer, or encumber any rights, duties, or interest accruing from this Agreement nor sublet any of the services covered by this Agreement without the express written consent of the other party.

7. BROKER'S REPRESENTATIONS

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

8. COMPLIANCE WITH LAWS

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

9. CONFIDENTIALITY OF INFORMATION

All information and data furnished to the Broker by the City, and all other documents to which the Broker's employees have access during the term of the Agreement, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

10. LIMITS OF LIABILITY

The City and the Broker shall indemnify and hold the other harmless from any and all claims for damages arising directly or indirectly from the negligence of the indemnitor relative to the work performed pursuant to the terms of this Agreement.

11. NON-DISCRIMINATION

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

12. NON-WAIVER

The 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.

13. RECORDKEEPING

Broker shall maintain accounts, records, and documents related to the performance of this Agreement and shall make them available for the City's inspection, auditing, or evaluation during normal business hours as reasonably needed by City to assess performance, compliance, and quality assurance under this Agreement.

Except as otherwise authorized by the City, the Broker shall retain such records for a period of seven (7) years after receipt of the final payment under this Agreement or termination of this Agreement.

14. TAXES

Broker 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.

15. WASHINGTON LAW APPLIES

This Agreement has been and shall be considered as having been made and executed within the State of Washington both as to interpretation and performance and shall be governed by and construed and enforced in accordance with the laws of the State of Washington, without regard to its conflicts of laws principles.

16. VENUE STIPULATION

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 in a state or federal court of competent jurisdiction only in Pierce County, Washington.

17. 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.

18. NOTICES

Except for routine, operational communications, which may be delivered personally or transmitted by electronic mail, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses, or such other addresses as the City or Broker may designate in the future:

| | |
|--|---|
| <i>Notice to the City of Fircrest shall be sent to:</i> City Manager City of Fircrest 115 Ramsdell Street Fircrest, WA 98466 | <i>Notice to the Broker shall be sent to:</i> Whitfield's United Insurance Agencies, Inc., a Washington corporation doing business as Leavitt Group Northwest Attn: _____ Address: _____ _____ City/State/Zip Code: _____ |
| <i>With a copy to:</i> City Clerk City of Fircrest 115 Ramsdell Street Fircrest, WA 98466 | |

19. 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 Broker.

20. RESPONSIBILITIES OF BOTH PARTIES

In consideration of the mutual promises contained herein, the parties agree as follows:

- a) **Responsibilities of the Broker.** The Broker will have the responsibilities under this Agreement as described in Exhibit A.
- b) **Responsibilities of the City of Fircrest.** The City shall cooperate fully with the Broker and the insurance companies with whom the Broker solicits in the performance of the Broker's obligations in this Agreement.

The City shall timely produce complete and accurate information including, but not limited to, current financial information, statements of value, loss information, and any other information necessary for the effectuation of insurance coverage at the request of the Broker. The City further agrees to provide the Broker with notice of any material changes in the City's business operations, risk exposures, or any other material information provided under this Agreement.

The City shall pay all premiums and fees in a timely manner.

The City shall review, confirm the accuracy, and recommend any changes to insurance policies issued to the City in addition to any review conducted by the Broker.

BY THEIR SIGNATURES BELOW, the parties hereto have accepted and executed this Agreement as of the Effective Date stated above, which shall be the Effective Date for bonding purposes as applicable. The undersigned Broker representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Agreement for and on behalf of the Broker and further represents and warrants that the Broker is not suspended, debarred, or otherwise disqualified under federal, state, or local law from participating in this Agreement.

CITY OF FIRCREST

By: _____
Dawn Masko, City Manager

WHITFIELD'S UNITED INSURANCE AGENCIES, INC. DBA LEAVITT GROUP NORTHWEST

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
Robert Zeinemann, City Attorney

ATTEST:

By: _____
Arlette Burkhart, City Clerk

EXHIBIT A

The Broker agrees to provide representative services including but not limited to the following:

1. Assist the City with Claims Handling:

- a. All City claims are to be reported to the Broker as soon as possible.
- b. The Broker will complete a claim reporting form for each claim and submit the claim to the proper insurance carrier.
- c. On all first-party claims, the Broker will negotiate on behalf of the City with the adjuster assigned by the insurance carrier. In doing so, the Broker will advise the City as to the best possible settlement the City should expect to receive from the insurance carrier. The Broker will negotiate based on the settlement plan agreed upon by the City.
- d. If any claim generates any need for a claims review committee, the Broker shall, at the City's request, serve on such a committee as an advisor to the City.
- e. In the event of third-party claims, the Broker will, at the City's request, advise the City from an insurance point of view and serve as a coordinator with claims adjusters, attorneys, and insurance carrier claims representatives.
- f. The Broker will notify the City regarding any coverage determinations made by the applicable insurance carrier.

2. Assist the City with a quality Risk Management and Loss Control Program:

- a. Advise the City on Risk Management and Loss Control issues as they arise. If needed, the Broker will work with the insurance carrier on Risk Management issues that need carrier input.
- b. Review the City's Safety Program and provide suggestions.
- c. Serve as a coordinator between insurance carrier risk managers and the City.
- d. Assist with CIAW risk management programs and loss control programs as required.

3. Market the City's Insurance needs:

- a. Completion of documents necessary for the procuring of the City's insurance coverage.
- b. Continue to review the package and pricing of CIAW programs to those offered by other insurance companies in the marketplace. As needed, solicit alternative quotes and programs independent of CIAW.
- c. Review available quotes and coverages and advise the City on the options available along with the options for short and long-term implications.
- d. Analyze various options in insuring, including deductibles, self-insured retentions, and "no insurance."
- e. As long as CIAW continues to be the City's choice of insurance carrier, the Broker shall complete any necessary documents, applications, and other risk management requests as required or requested by CIAW.

- f. Continually advise the City as to the state of the insurance marketplace or risk-sharing groups and recommend insurance programs.
 - g. Maintain all schedules and values for City properties and assist the City with establishing values for each. These schedules shall include Real and Personal Property, Vehicles, Mobile Equipment, and other Inland Marine Schedules as needed.
4. Miscellaneous Services:
- a. Obtain Certificates of Insurance.
 - b. Review contracts and lease agreements regarding insurance requirements.
 - c. Review all coverage forms and advise the City on coverage interpretations.
 - d. The Broker shall be designated as the City's service representative to the CIAW. The Broker shall keep the City advised as to the status of all CIAW programs.
 - e. Perform any additional reasonable, related services and/or duties as may be needed during the term of this contract.
 - f. Other functions that the CIAW Board of Directors may, from time to time, establish by resolution.

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: Resolution Amending Contract with Olbrechts & Associates, PLLC for Hearing Examiner Services

ITEM: 13F

DATE: November 12, 2024

FROM: Dawn Masko, City Manager

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute Amendment #5 to the Professional Services Agreement with Olbrechts & Associates, PLLC, for Hearing Examiner services.

PROPOSAL: The City Council is being asked to authorize the City Manager to execute an amendment to the Professional Services Agreement with Olbrechts & Associates, PLLC, to extend the date of the agreement to December 31, 2025, and update the fees for services.

FISCAL IMPACT: There is a proposed rate increase of \$5.00 per hour. The current rate is \$185 per hour, and the new rate would be \$190 per hour. There would be minimal fiscal impact on the City as the cost of the Hearing Examiner is passed along to the applicant.

ADVANTAGES: Mr. Olbrechts brings two decades of hearing examiner experience and has an approach that makes the hearing process accessible and understandable to all participants.

DISADVANTAGES: None identified.

ALTERNATIVES: The City could consider another firm with equivalent experience.

BACKGROUND: Olbrechts & Associates has provided Fircrest with hearing examiner services since May 2019, conducting quasi-judicial hearings on complex land use and regulatory compliance issues.

ATTACHMENTS: [Resolution](#)
[Olbrechts & Associates Contract Amendment #5](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF FIRCREST, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO EXECUTE AN AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT WITH
OLBRECHTS & ASSOCIATES, PLLC FOR HEARING
EXAMINER SERVICES.**

WHEREAS, the City of Fircrest has contracted with Olbrechts & Associates, PLLC, to provide hearing examiner services; and

WHEREAS, the current contract term will expire on December 31, 2024; and

WHEREAS, Section 6 of said Agreement provides for the option to extend the term of the Agreement for one year; and

WHEREAS, Section 17 of said Agreement provides for the hourly rate of the Hearing Examiner; and

WHEREAS, the City of Fircrest desires to maintain these services.

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

Section 1. The City Manager is hereby authorized and directed to execute Amendment #4 to the Professional Services Agreement with Olbrechts & Associates, PLLC, for Hearing Examiner services, extending the term of the agreement through December 31, 2025, and increasing the hourly compensation.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 12th day of November 2024.

APPROVED:

Shannon Reynolds, Mayor

ATTEST:

Arlette Burkhardt, City Clerk

APPROVED AS TO FORM:

Robert Zeinemann, City Attorney

**AMENDMENT #5
TO THE CITY OF FIRCREST
PROFESSIONAL SERVICES AGREEMENT WITH OLBRECHTS & ASSOCIATES, PLLC,
FOR HEARING EXAMINER SERVICES**

This amendment is hereby made and entered into this 12th day of November 2024 by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the "City," and Olbrechts & Associates, PLLC, hereinafter referred to as "Consultant."

WITNESSETH:

1. Purpose

The purpose of this second amendment is to amend the May 14, 2019 agreement. This amendment is limited to the amendments as set forth herein. All of the remaining terms and conditions of the May 14, 2019, agreement shall remain in full force and effect. The amendment is as follows:

2. Section 6 is hereby amended to read as follows:

Term of Agreement: This agreement shall be in effect from January 1, 2025, to December 31, 2025, and may be renewed yearly thereafter. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

3. Section 17 is hereby amended to read as follows:

Compensation: The hourly rate for the hearing examiner is \$190.00; alternate attorney examiners will be billed at 90% of that rate (\$171.00); planner examiners will be billed at 75% of that rate (\$142.50); and decision writers will be billed at up to \$70.00 per hour. Clerks will be billed at \$30.00 per hour. In addition to the hourly rate, the IRS rate for mileage will be charged from Seattle or the home/office of the presiding examiner, whichever distance is shorter, as well as any incidental costs such as transcription fees. Hearings will be charged at a total daily minimum of one hour for both examiners and clerks.

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

CITY OF FIRCREST

OLBRECHTS & ASSOCIATES, PLLC

By _____
Dawn Masko, City Manager

By _____
Phil Olbrechts

Approved as to Form:

By _____
Robert Zeinemann, City Attorney

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: Resolution Amending Contract with Summit Law Group

ITEM: 13G

DATE: November 12, 2024

FROM: Dawn Masko, City Manager

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute Amendment #18 to the Professional Services Agreement with Summit Law Group for personnel legal services.

PROPOSAL: The City Council is being asked to authorize the City Manager to execute the eighteenth amendment to the Professional Services Agreement with Summit Law Group to extend the date of the agreement to December 31, 2025, and amend the hourly rate schedule. Summit Law Group provides personnel legal services to the City during collective bargaining and as other needs arise.

FISCAL IMPACT: The 2025 rate for the City's primary counsel, John Lee, will be \$400 per hour, up from \$385 per hour in 2024. Mr. Lee has extensive labor and employment experience, including bargaining. Funds are available in the Personnel, Police, and each of the Utility Fund budgets for personnel or labor legal counsel expenditures.

ADVANTAGES: Extending this agreement will provide continuity of service for any needs in 2025. Summit Law Group attorneys have worked with Fircrest for many years and have provided excellent service.

DISADVANTAGES: None identified.

ALTERNATIVES: Do not approve the Summit Law Group professional services agreement amendment and rely on our City Attorney or other legal professionals for personnel and labor-related legal services.

BACKGROUND: Summit Law Group has provided Fircrest with legal services since December 2007. Their attorneys have worked with Fircrest on personnel matters, labor negotiations, and arbitration services.

ATTACHMENTS: [Resolution](#)
[Summit Law Group Contract Amendment #18](#)
[Exhibit A – 2025 Rate Schedule](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO EXECUTE AMENDMENT #18 TO THE
AGREEMENT WITH SUMMIT LAW GROUP TO PROVIDE
PERSONNEL LEGAL SERVICES.**

WHEREAS, the City of Fircrest has contracted with Summit Law Group for specialized
personnel legal services; and

WHEREAS, the firm of Summit Law Group has provided such services since December
2007; and

WHEREAS, the City desires to maintain continuity for personnel legal services.

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

Section 1. The City Manager is hereby authorized and directed to execute Amendment
#18 to the agreement with Summit Law Group, extending the term of the agreement
through December 31, 2025, and updating the hourly rates.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 12th day of
November 2024.

APPROVED:

Shannon Reynolds, Mayor

ATTEST:

Arlette Burkhardt, City Clerk

APPROVED AS TO FORM:

Robert Zeinemann, City Attorney

**AMENDMENT #18
TO THE CITY OF FIRCREST**

**PROFESSIONAL SERVICES AGREEMENT WITH THE LEGAL FIRM OF SUMMIT LAW FOR
PERSONNEL LEGAL SERVICES.**

This amendment is hereby made and entered into this 12th day of November 2024 by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the “City” and Summit Law Group PLLC, hereinafter referred to as “Consultant”, to be effective January 1, 2025.

WHEREAS:

- A. The City and Consultant entered into a Professional Services Agreement dated December 11, 2007, for specialized legal services to be provided by Summit Law Group.
- B. The Parties entered into a first amendment dated March 25, 2008, a second amendment dated November 25, 2008, a third amendment dated December 8, 2009, a fourth amendment dated December 14, 2010, a fifth amendment dated December 13, 2011, a sixth amendment dated December 11, 2012, a seventh amendment dated November 26, 2013, a eighth amendment dated December 9, 2014, a ninth amendment dated November 24, 2015, a tenth amendment dated December 13, 2016, a eleventh amendment dated December 12, 2017, a twelfth amendment dated November 27, 2018, a thirteenth amendment dated November 27, 2019, a fourteenth amendment dated November 11, 2021, a fifteenth amendment dated November 23, 2021, a sixteenth amendment dated November 22, 2022, and a seventeenth amendment dated November 14, 2023.
- C. The Parties now desire to enter into this eighteenth amendment to extend the term and to update the hourly rate schedule for specialized legal services effective January 1, 2025.

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

- 1. **Term of Agreement.** This Agreement is from January 1, 2025, through December 31, 2025. It may be terminated by either party upon 30 days written notice to the other party without any liability therefore, save and except that each party shall be required to make payments for work actually accomplished prior to the giving of said notice, it being the intent of the parties hereto that each party shall receive any and all consideration due under the terms and provisions hereof up to the date of the actual cessation of said agreement. If the City terminates the Agreement, the Consultant shall only be paid for work completed up to the time they receive the written notice of termination.
- 2. **Fee Schedule** is amended per Exhibit A 2025 Schedule of Current Rates.

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

CITY OF FIRCREST

SUMMIT LAW GROUP PLLC

By: _____
Dawn Masko, City Manager

By: _____

APPROVED AS TO FORM:

By: _____
Robert Zeinemann, City Attorney

ATTEST:

By: _____
Arlette Burkhardt, City Clerk

Exhibit A
Summit Law Group,
PLLC 2025 Public Rates

| Attorneys | Public 2025 |
|----------------------------|------------------------|
| Otto Klein | 445 |
| Rodney Younker | 445 |
| Seth Berntsen | 425 |
| Shannon Phillips | 425 |
| Kristin Anger | 425 |
| Beth Kennar | 425 |
| Sofia Mabee | 425 |
| Doug Morrill | 425 |
| Quinn Oppenheim | 410 |
| Peter Altman | 410 |
| Colin Boyle | 400 |
| John Lee | 400 |
| John Henry | 400 |
| Evan Chinn | 390 |
| Timothy Reynolds | 390 |
| Britaney Garrett | 390 |
| Hathaway Burden | 375 |
| Jesse Taylor | 375 |
| Vanessa Williams-Hall | 355 |
| Molly Gibbons | 345 |
| Legal Support Staff | |
| Austin Cooper | 315 |
| Donna Murbach | 285 |
| Bonnie Gail | 265 |
| Dominique Barrientes | 265 |
| Sarah Gunderson | 265 |
| Shannon Oberg | 265 |
| Kim Welsh | 265 |
| Suzy Windes | 265 |
| Nani Vo | 265 |
| Paige Heine | 225 |

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: Resolution Authorizing an Amended Interlocal Agreement with Pierce County for the Provision of Specialized Law Enforcement Services

ITEM: 13H

DATE: November 12, 2024

FROM: Dawn Masko, City Manager

RECOMMENDED MOTION: I move to authorize the City Manager to execute an amended Interlocal Agreement with Pierce County for specialized law enforcement services.

PROPOSAL: The Council is being asked to authorize the City Manager to execute an amended Interlocal Agreement (“ILA”) with Pierce County for the provision of specialized law enforcement services from the Pierce County Sheriff’s Department.

FISCAL IMPACT: The amended ILA does not change the 2025 per capita cost for services.

BACKGROUND: At the September 10, 2024, City Council meeting, the Council authorized the City Manager to execute an ILA with Pierce County for specialized law enforcement services provided by the Pierce County Sheriff’s Department. Since then, Pierce County has amended the ILA to include an additional section. All other terms of the agreement remain unchanged, and the County is now requesting cities to sign the amended version of the ILA.

The new section is as follows:

Section 16. Agreement Administration, Communications, and Records.

- A. The County and the City shall each designate a Contract Manager to administer this Agreement. Contract Managers shall monitor service levels and budget provisions of this Agreement. During the term of this Agreement, the respective Contract Managers will communicate as needed via telephone, e-mail or in person to relay information, answer questions, or to raise concerns related to the goals and objectives of this Agreement.
- B. The Parties to this Agreement shall each maintain records which sufficiently and properly reflect all direct and indirect costs expended by either Party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of either/both Parties, other personnel duly authorized by either Party, the Office of the State Auditor, and federal officials so authorized by law. All records relevant to this Agreement will be retained for six (6) years after expiration and the State Auditor, federal auditors, and any persons duly authorized by the Parties shall have full access and the right to examine these materials during this period.

ADVANTAGES: N/A

DISADVANTAGES: None identified.

ALTERNATIVES: Not execute the amended Interlocal Agreement to provide specialized services and pay per incident if services are needed.

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

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO ENTER INTO AN AMENDED INTERLOCAL
AGREEMENT WITH PIERCE COUNTY TO PROVIDE
SPECIALIZED LAW ENFORCEMENT SERVICES TO THE CITY
OF FIRCREST.**

WHEREAS, both the City of Fircrest and Pierce County have a responsibility to provide law enforcement services within their respective boundaries; and

WHEREAS, the Pierce County Sheriff's Department possesses specialized equipment and expertise to respond to certain law enforcement situations that exceed the current resources of the Fircrest Police Department; and

WHEREAS, the Pierce County Sheriff's Department is willing to provide these specialized services by agreement on a per capita basis to the City of Fircrest; and

WHEREAS, such agreements are authorized pursuant to the Interlocal Cooperation Act, [Chapter 39.34 RCW](#), and the Washington Mutual Aid Peace Powers Act, [Chapter 10.93 RCW](#); and

WHEREAS, it is in the interest of public safety to have these specialized resources available to respond to incidents within our city that exceed our current resources and capabilities; and

WHEREAS, the City Council authorized the City Manager to enter into an Interlocal Agreement ("ILA") with Pierce County for specialized law enforcement services on September 10, 2024, via Resolution No. 1924; and

WHEREAS, Pierce County has since amended the agreement to add Section 16. Agreement Administration, Communications, and Records, and has requested the City sign this amended ILA to incorporate the addition of this Section; and

WHEREAS, the City Council finds it is in the best interest of the City and the County to ensure the additional language of new Section 16 is incorporated into the ILA previously approved by the Council, to ensure consistency among all ILAs entered into on this subject between Pierce County and municipalities.

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

Section 1. The City Manager is hereby authorized and directed to execute an Interlocal Agreement with Pierce County to provide specialized law enforcement services to the City of Fircrest.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 12th day of November
2024.

APPROVED:

Shannon Reynolds, Mayor

ATTEST:

Arlette Burkhardt, City Clerk

APPROVED AS TO FORM:

Robert Zeinemann, City Attorney

**INTERLOCAL AGREEMENT
BETWEEN
PIERCE COUNTY AND THE CITY OF FIRCREST
FOR THE PROVISION OF SPECIALIZED LAW ENFORCEMENT 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 of Fircrest on behalf of the Fircrest Police Department has requested the County provide certain law enforcement services to the City; and

WHEREAS, the County has the resources necessary through the Pierce County Sheriff’s Department (PCSD) to provide specialized law enforcement services to the City; and

WHEREAS, the County is willing to provide these services to the City; and

WHEREAS, the parties previously entered into an agreement for specialized law enforcement services on March 16, 2020; and

WHEREAS, the parties are authorized to enter into such agreements by virtue of RCW Chapter 39.34, the Interlocal Cooperation Act.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the County and the City as follows:

SECTION 1. PURPOSE.

The purpose of this agreement is for the County to provide the City with specialized law enforcement services by and through the Pierce County Sheriff’s Department. Both parties to this agreement have responsibility to provide police protection within their respective boundaries. The Pierce County Sheriff’s Department has developed an expertise in certain areas of specialized response. The City recognizes that the expertise of the County, and the Pierce County Sheriff’s Department, would be of benefit in such matters. In order to allow towns and cities to take advantage of the expertise of the County, the Pierce County Sheriff’s Department is willing to provide certain services on a reimbursable basis. This agreement sets forth the respective rights and duties of each of the parties in the provision of these services.

SECTION 2. DUTIES/RESPONSIBILITIES OF THE COUNTY.

- A. To provide access to the agreed upon services between the Sheriff's Department and the City.
- B. To provide a timely response for services requested.
- C. To provide all necessary personnel and command.
- D. To provide all reasonably needed and necessary equipment for the response.
- E. To handle the call to completion, to include all necessary reports, testimony, or other follow-up.
- F. To provide a full and complete invoice on all services, personnel and equipment utilized hereunder, only if the per response billing basis option is pre-selected by the City.

SECTION 3. DUTIES/RESPONSIBILITIES OF THE CITY.

- A. To determine when to request specialized services from the County.
- B. To provide a contact person of command level to act as liaison between the contracting agencies.
- C. To provide traffic control or other perimeter security as may be required.
- D. To provide schematics, floor plans, or other items of information which may be required as part of a response.
- E. To allow training at sites within the City as may be desired by the County to assure knowledgeable response.
- F. To provide reimbursement hereunder for the services rendered.

SECTION 4. JOINT DUTIES/RESPONSIBILITIES.

- A. To provide joint law enforcement response as necessary to keep and restore the peace.
- B. To complete and submit all necessary reports, documents, and other needed information in a timely manner for any law enforcement or prosecution need.
- C. To mutually cooperate to assure the success of any and all law enforcement missions.

SECTION 5. SERVICE DESCRIPTIONS.

The County will provide the specialized law enforcement services as described in the categories below within the City's service area. The type of service selected by the City and cost for service provided by the County is detailed in "Exhibit A", which is also attached hereto and incorporated herein by this reference.

- A. **Major Crimes Investigations:** This service shall consist of criminal investigation carried out by detectives often in conjunction with forensic trained individuals when necessary. Investigations will be supported by crime scene analysis, crime laboratory, polygraph, identifications, evidence control, Automatic Fingerprint Identification System (AFIS) and any other technology then in the possession of the Sheriff and determined by the lead investigator as appropriate for the investigation. Unless otherwise agreed by the County, the crimes to be investigated shall typically be homicides, abductions, and aggravated assaults which involve substantial bodily harm as set forth by RCW 9A.04.110 or the possibility of death.

This service will only be available on a pre-determined hourly basis or on a pre-determined per capita basis.

For other felony crimes that are not homicides, abductions, or aggravated assaults, members of the Sheriff's Criminal Investigations Bureau can be requested through the Sheriff's CDO on a per hourly basis.

- B. **Major Crimes Forensics**: This service shall be for major crimes outlined in Section A and shall include a fully trained Forensics Investigator who shall have the ability and training to take photographs and measurements, document other important physical evidence, obtain and process fingerprints, utilize all technology available to the Forensics Investigator, and perform all other services and procedures to assist in the processing of a crime scene or subject. Forensics will respond to incidents after-hours if a Sheriff's detective will be acting as the lead investigator.

This service will be available for major crimes on a pre-determined hourly basis or on a pre-determined per capita basis.

Forensics services for crimes other than the major crimes outlined in Section A can be requested through the Sheriff's CDO on a pre-determined hourly basis.

If only forensics services – and no detective services – are provided by members of the Sheriff's Department in response to an incident, then all property/evidence collected by forensics will be retained by the lead agency in the investigation and not the Sheriff's Department.

- C. **Internal Affairs Investigations**: This service shall involve a member of the Sheriff's Department who shall perform any matter involving an Internal Affairs complaint or investigation. The investigator will be trained in investigating such matters and will provide Garrity warnings and other aspects of due process, etc. which are required by law, contract, etc. If needed, polygraph services may be included for such services. Unless otherwise agreed by the County, the matters to be investigated shall typically be: complaints of criminal acts; excessive force; complaints of racial, sexual or other types of protected status harassment; cases of high public interest.

This service will be included at no additional cost only if the City has a current agreement with the County for Major Crimes Investigations on pre-determined per capita billing basis. This service is not available on an hourly basis or a per incident basis.

- D. **Special Weapons And Tactics (SWAT)**: This service shall be in the nature of a team response, which may call for a variety of disciplines (negotiators, sharpshooters, snipers, entry, and others). Each SWAT call response is made as a team and each call is staffed as a team. The team, and each member, is responsible to the success of every SWAT Team mission.

This service will be available on a pre-determined per capita billing basis or on a pre-determined per incident billing basis.

- E. **Hazardous Devices (Bomb Squad):** This service shall include the Hazardous Devices Unit (HDU) and will typically be a multi-officer response for safety reasons. The team will include an explosive specialist, and will provide the necessary and required equipment to address the threat.

The Sheriff's Department Hazardous Devices Unit is considered as a Regional Asset when responding to an emergency call for service. There are no applicable charges or billings associated with regional deployment under mutual aid.

- F. **Marine Services/Dive:** This service shall involve deputies and other personnel who are trained in areas of marine rescue or dive techniques, including rescue and recovery. This may include a response with vessels or other watercraft, and will typically include a response with multiple personnel for safety and deployment reasons.

The Sheriff's Department Marine Services Unit and Dive Team are as considered as a Regional Asset when responding to an emergency call for service. There are no applicable charges or billings associated with regional deployment under mutual aid.

- G. **Air Operations:** This service shall involve deputies and other personnel who are trained in flight operations, to include pilots and tactical flight observers. This may include a response with an aircraft capable of deployment in search & rescue, natural disaster, and major incidents/crime scenes.

The Sheriff's Department airplane is considered as a Regional Asset when it is in operation. There are no applicable charges or billings associated with regional deployment under mutual aid.

SECTION 6. SELECTION OF BILLING BASIS AND SERVICES.

The City shall select to be billed on either a per capita or a per incident basis, and select the services to be provided by the County. These mutually agreed up selections are set forth in "Exhibit A", which is attached hereto and made a part hereof. If a service is not listed, it will not be provided absent a separate request and it will be charged in accordance with the Default Costing described in Section 6-D.

- A. **Per Capita:** The City shall pay a sum, as outlined in Exhibit A, which is attached hereto and made a part hereof, which shall be that cost which is multiplied by the population of the City, as determined by the most recent estimate by the Office of Financial Management. This cost shall be the cost irrespective of the quantity or duration of the calls for service responded.
- B. **Per Incident:** The City shall pay a sum based upon the hourly rate or incident rate, as outlined in Exhibit A, which is attached hereto and made a part hereof, which shall be that cost multiplied by the hours expended. Those items which are indicated as a per incident response will be paid irrespective of the time needed to resolve the matter. If the matter is being charged on an hourly basis, then the time shall commence on the time such services are requested by the City

and shall end at such time as when the scene is secured or the need for services is terminated. The need for services shall include whatever reasonable time is necessary for the completion of paperwork, reports, interviews, analysis or other necessary follow-up work. All accountings of time by the County shall be in increments of 30 minutes (half-hours). If the response is cancelled while personnel are responding, the City will be billed for those specific personnel at a three-hour overtime minimum.

- C. **Mixed Costing:** The City shall have the right to elect to reimburse the County on a per capita cost for some specialized services and a per incident cost for other specialized services. Such election must be pre-determined and mutually agreed upon by both parties, and incorporated within Exhibit A.
- D. **Default Costing:** In the event that the City has not selected a payment method for any service provided hereunder and the City shall make a request for service from the County, the City shall reimburse to the County a sum based upon the Per Incident basis as set forth in Section 6.B.

SECTION 7. BILLING.

If per capita billing is selected, the County will provide the City with an annual invoice for the provision of services. For all other billing methods that include a per incident response, the County will provide the City with an invoice for the provision of services to include description of the specialized services, dates of service, hours of service, and hourly rate for the service.

Billings shall be mailed to:

City of Fircrest
115 Ramsdell Street
Fircrest, WA 98466

The City shall reimburse the County within 30 days of receipt of invoice by mailing payment to:

Pierce County Sheriff's Department
ATTN: Business Unit
930 Tacoma Ave. S.
Tacoma, WA 98402

Rates may be adjusted annually by the County, and the new rate schedule will be provided to the City no less than thirty (30) days prior to the beginning of each calendar year. The parties are authorized to negotiate annual rate and service adjustments, and execute written agreements that reflect agreed-upon adjustments.

SECTION 8. INDEMNIFICATION AND DEFENSE.

To the extent permitted by law, each Party agrees to protect, defend, indemnify, and save harmless the other Party, its elected and appointed officials, officers, employees, agents, and volunteers, from and

against any and all claims, damages, losses, judgements, and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any injury or damage of any kind which are alleged or proven to be caused by an act or omission related to the actions under this Agreement, negligent or otherwise, of the Party, its elected and appointed officials, officers, employees, agents, and volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss, judgement, or expense for any injury or damage of any kind is caused by the sole act or omission of the other Party or its elected and appointed officials, officers, employees, agents, or volunteers.

In executing this Agreement, neither Party shall assume liability or responsibility for or in any way release the other Party from any liability or responsibility which arises in whole or in part from the existence or effect of the other Party's 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 ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the appropriate Party shall defend the same at its sole expense, and if judgment specifically attributable to such Party's provisions is entered and damages are awarded against the City, the County, or both, the appropriate Party shall satisfy the same, including all reasonable attorney's fees and costs.

The Parties agree that where such claims, suits, or actions result from the concurrent negligence of the Parties, the indemnity provisions herein shall be valid and enforceable only to the extent of a Party's own negligence.

It is further understood that no liability shall attach to either Party by reason of entering into this Agreement except as expressly provided herein.

Obligations under this section shall survive the expiration or termination of this Agreement.

SECTION 9. NO THIRD-PARTY BENEFICIARY.

Pierce County does not intend by this Agreement to assume any contractual obligations to anyone other than the City of Fircrest, 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.

SECTION 10. INSURANCE.

The County maintains a comprehensive self-insurance program that is funded to pay claims, judgements, and settlements for which the County is found to be wholly or partially responsible.

The City is a member of a self-insured risk management pool formed pursuant to Chapter 48.62 RCW which provides its members with insurance coverage and is funded to pay claims, judgements, and settlements for which the City is found to be wholly or partially responsible.

Evidence of coverage shall be delivered to each of the Parties prior to the execution of this Agreement. It is the responsibility of each Party to ensure a valid certificate of coverage is in effect at all times

throughout the course of this Agreement. If the insurance programs for either party is modified, the party needs to continue to provide proof of coverage in whatever form the coverage takes.

SECTION 11. MODIFICATION.

Any amendments to this agreement must be in writing and signed by all parties.

SECTION 12. ENTIRE AGREEMENT.

This written agreement constitutes the entire agreement between the parties and supersedes any prior oral statements, discussions, or understandings between the parties.

SECTION 13. TERM OF AGREEMENT.

This agreement shall become effective November 1, 2024, and remain in effect through December 31, 2024. It shall automatically renew on January 1 of each calendar year thereafter, to extend no later than December 31, 2029, unless either party chooses to terminate the agreement by providing ninety (90) days written notice of termination.

SECTION 14. OPERATIONAL ISSUES.

Both parties recognize that any response may have many serious operational matters, which attend each individual call. These issues are separately covered in the Pierce County Sheriff's Department Specialized Services Protocols which are set forth in "Exhibit B", which is attached hereto and made a part hereof. The protocols involve issues such as criteria for mobilization of the SWAT Team, authority to determine size of response, handling of media, SWAT command, miscellaneous costs due to damage, cost of meals, etc.

SECTION 15. INDEPENDENT CONTRACTOR.

Pierce County, when providing the special services contemplated by the terms of this agreement, is acting as an independent contractor of the City. Pierce County will control the method, means and timing of providing the specialized services, and all County employees shall remain under the supervisory control of the County. The City may, in a given circumstance, exercise direction and control pursuant to RCW 10.93.040.

SECTION 16. AGREEMENT ADMINISTRATION, COMMUNICATIONS, AND RECORDS.

- A. The County and the City shall each designate a Contract Manager to administer this Agreement. Contract Managers shall monitor service levels and budget provisions of this Agreement. During the term of this Agreement, the respective Contract Managers will communicate as needed via telephone, e-mail or in person to relay information, answer questions, or to raise concerns related to the goals and objectives of this Agreement.
- B. The Parties to this Agreement shall each maintain records which sufficiently and properly reflect all direct and indirect costs expended by either Party in the performance of the services

described herein. These records shall be subject to inspection, review or audit by personnel of either/both Parties, other personnel duly authorized by either Party, the Office of the State Auditor, and federal officials so authorized by law. All records relevant to this Agreement will be retained for six (6) years after expiration and the State Auditor, federal auditors, and any persons duly authorized by the Parties shall have full access and the right to examine these materials during this period.

END OF AGREEMENT; SIGNATURE PAGE IMMEDIATELY FOLLOWING.

**PIERCE COUNTY
CONTRACT SIGNATURE PAGE**

Contract # _____

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2024.

CONTRACTOR:

Contractor Signature _____ Date _____

Title of Signatory Authorized by Firm Bylaws

Name: _____

Address: _____

Mailing Address:

Contact Name: _____

Phone: _____

Fax: _____

PIERCE COUNTY:

Approved As to Legal Form Only:

| | |
|----------------------|------|
| Prosecuting Attorney | Date |
|----------------------|------|

Recommended:

| | |
|---------|------|
| Finance | Date |
|---------|------|

Approved:

| | |
|-----------------------|------|
| Department Director | Date |
| (less than \$250,000) | |

| | |
|-----------------------------------|------|
| County Executive (over \$250,000) | Date |
|-----------------------------------|------|

EXHIBIT A

Specialized Law Enforcement Services Costs FY2024

| SERVICE | HOURLY RATE | PER CAPITA RATE | PER INCIDENT RATE |
|--|--|---|--|
| <input checked="" type="checkbox"/> Major Crimes Investigations | <input type="checkbox"/> \$170/hour per officer (3 hr. minimum) | <input checked="" type="checkbox"/> \$1.39 per resident | N/A |
| <input checked="" type="checkbox"/> Major Crimes Forensics | <input type="checkbox"/> \$150/hour per officer (3 hr. minimum) | <input checked="" type="checkbox"/> \$0.30 per resident | N/A |
| <input checked="" type="checkbox"/> Non-Major Crimes Forensics | <input checked="" type="checkbox"/> \$150/hour per officer (3 hr. minimum) | N/A | N/A |
| <input checked="" type="checkbox"/> Internal Affairs Investigations | <i>Included at no additional cost if the City has a current agreement with the County for Major Crimes Investigations on pre-determined per capita billing basis; service is not available on an hourly or per incident basis.</i> | | |
| <input checked="" type="checkbox"/> Special Weapons & Tactics (SWAT) | N/A | <input checked="" type="checkbox"/> \$0.57 per resident | <input type="checkbox"/> \$16,880 per response |
| <input checked="" type="checkbox"/> Hazardous Devices (Bomb Squad) | <i>No charge for Regional Asset</i> | | |
| <input type="checkbox"/> Marine Services/Dive | <i>No charge for Regional Asset</i> | | |
| <input checked="" type="checkbox"/> Air Operations | <i>No charge for Regional Asset</i> | | |

The City will indicate in the table above which services are to be provided by the County to the City by and through this agreement; this selection will be indicated by the City placing a mark in the box next to the service title. In the same manner, the City will indicate for each service selected whether the City will be billed by the County for this service on a pre-determined hourly rate, per capita billing basis, or on a per incident billing basis.

CITY OF FIRCREST:

Signature

Date

Name

Title

EXHIBIT B

Specialized Law Enforcement Services Protocols

Air Operations

1. Criteria for Mobilization

The Chief of Police/Agency Contact or his/her designee shall have the authority to request an Air Operations response through the South Sound 911 Dispatch Center. The Air Unit Supervisor, Command Duty Officer (CDO) or his/her designee will receive and approve all Air Operation Request. The Air Operations Supervisor and Pilot in Command (PIC) based on information received and other Conditions (e.g. weather), will determine if a mission can be safely accomplished. (See the Air Support Unit Manual for additional details)

2. Mobilization

The Sheriff or his/her designee in conjunction with the Air Operations Supervisor and Pilot in Command (PIC) shall have the sole authority to determine the nature, size, duration and configuration of any mobilization. (See the Air Support Unit Manual for additional details.)

3. Authority for Stand-down/De-mobilization

The Sheriff, Air Operations Supervisor/PIC shall be the sole authority in determining if a deployment is no longer productive or if the deployment has become too dangerous for pilot, crew or aircraft. When possible, this decision will be done in consultation with the Chief of Police/Agency Contact or his/her designee, who may likewise make a decision to terminate the deployment for any reason.

4. Command

The Air Operations Unit will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the Air Operations Supervisor. Tactical direction will be from the Incident Commander at the scene of the incident in conjunction with the Air Operations Supervisor/PIC. However, the Chief of Police/Agency Contact, Sheriff or his/her designee retain the authority to discontinue the deployment at their discretion.

5. Information Available to Chief of Police/Agency Contact

The supervisor of the Air Operations Unit/PIC or another person in command shall periodically inform the Chief of Police/Agency Contact or his/her designee of progress in the operation to the extent practical in light of communications availability and tactical considerations.

6. Community Liaison

The Pierce County Sheriff's Department and the utilizing agency shall jointly share the responsibility to liaison with the community both during and after mobilization.

Both parties agree to provide necessary personnel for this purpose.

7. *Miscellaneous Costs*

The Pierce County Sheriff's Department shall assume responsibility for damage to their equipment, which may occur coincident to the mobilization and response provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party. Damage which shall occur to property as a consequence of the Air Operations Unit shall be the responsibility of Pierce County.

8. *Media*

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling news media inquiries during the course of the mobilization and while the unit is deployed. This contact will be made, whenever possible, after consultation with the Chief of Police/Agency Contact or his/her designee. When the unit is no longer deployed, responsibility for news media contact will remain with the Chief of Police/Agency Contact unless the Chief/Agency Contact requests and the Sheriff approves that the Sheriff's Department Public Information Officer will continue as liaison.

Hazardous Devices Unit

1. Criteria for Mobilization

The Chief of Police/Agency Contact or his/her designee shall have the authority to request a Hazardous Devices Unit response. The County shall provide a person or persons to whom the request will be made. Response will be made unless the Command Duty Officer/designee or Hazardous Devices Unit supervisor determines, based on information received and other conditions (e.g. exceptional character of the device), that mobilization would create undo danger or not serve as a bona fide law enforcement purpose related to standard use of the Hazardous Devices Unit.

2. Mobilization

The Hazardous Devices Unit supervisor shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

3. Authority for Stand-down/De-mobilization

The Hazardous Devices Supervisor shall have the sole authority to determine the nature, size, and duration of any Hazardous Devices Unit mobilization. This will be done in consultation with the Chief of Police or his/her designee.

4. Command

The Hazardous Devices Unit will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the person in command at the scene of the incident. However, the Chief of Police/Agency Contact or his designee will have authority to discontinue the deployment.

5. Information Available to Chief/Agency Contact

The supervisor of the Hazardous Devices Unit or another person in command shall be expected to periodically inform the Chief of Police/Agency Contract or his/her designee of progress in the operation to the extent practical in light of communications availability and tactical considerations.

6. Community Liaison

The Pierce County Sheriff's Department and the City Police Department/Agency shall jointly share the response of liaison with the community both during and after mobilization. Both parties agree to provide necessary personnel to be available for contacts with the community.

7. Miscellaneous Costs

The Pierce County Sheriff's Department shall assume responsibility for damage to their equipment, which may occur coincident to the mobilization and response provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party. Damage which shall occur to property as a consequence of the Hazardous Devices Unit (e.g. damage to suspicious packages, damage due to primary or secondary devices) shall not be the responsibility of Pierce County.

8. Media

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling news media inquiries during the course of the mobilization while the Unit is deployed. This contact will be made, whenever possible, after consultation with the Chief of Police/Agency Contact or his/her designee. When the unit is no longer deployed, responsibility for news media contact will rest with the Chief of Police/Agency Contact unless the Chief requests and the Sheriff approves that the Sheriff Department Public Information Officer will continue as liaison.

SWAT

1. Command

The SWAT Team will be commanded by a member of the Pierce County Sheriff's Department. No other person shall provide command regardless of their rank or position. Provided, however, that the Chief of Police/Agency Contact or his/her or designee shall have the authority to require the discontinuance of the deployment of the SWAT Team.

2. Command Post

The configuration of the Command Post will be determined by the SWAT Commander. Consideration will be made to include the Chief of Police/Agency Contact or his/her designee.

3. Criteria for Mobilization

The Chief of Police or his/her designee shall have the authority to request a SWAT response. The County shall provide a person or persons to whom the request may be made. Response shall be made unless the SWAT Commander determines, based upon the information received, that mobilization of the SWAT Team would create undo danger and would not serve any bona fide law enforcement purpose related to standard use of SWAT.

4. Mobilization

The SWAT commander shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

5. Authority for Stand down/De-mobilization

The SWAT Commander shall have the sole authority to determine issues of Stand down or de-mobilization; provided however that the Chief of Police/Agency Contact or his/her designee shall have the authority to require the discontinuance of the SWAT response.

6. Community Liaison

The Pierce County Sheriff's Department and the City/Agency police department shall jointly share the response of liaison with the community both during and after a SWAT mobilization. Both parties agree to provide all necessary personnel to be available for community meetings or other necessary contacts with the community.

7. Miscellaneous Costs

The Pierce County Sheriff's Department shall assume responsibility for damage to their equipment firearms and gear which shall occur coincident to the SWAT call, mobilization and response; provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party. Damage which shall occur to property as a consequence of the SWAT call (e.g. damage to doors in entry, damage due to discharge of weapons, flash devices, or other explosives, etc.) Shall be the responsibility of the Pierce County Sheriff's Department. The City/Agency shall be responsible for any cost involved in providing meals, lodging or the mobilization of the SWAT Team.

8. Media

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling all media inquiries during the course of mobilization and shall coordinate all response to the media relative to the SWAT call. This contact will be made, whenever possible, after consultation with the Chief of Police/Agency Contact or his/her designee.

When the unit is no longer deployed, responsibility for news media contact will rest with the Chief of Police/Agency Contact unless the Chief requests that the Sheriff Department Public Information Officer will continue as liaison.

CANINE (K-9)

1. Criteria for Mobilization

The Chief of Police/Agency Contact or his/her designee shall have the authority to request a K-9 Unit response. The County shall provide a person or persons to whom the request will be made. Response will be made unless the Command Duty Officer/designee or K-9 Unit deputy determines, based on information received and other conditions (e.g. inordinate danger to the dog), that mobilization would create undue danger or not serve as a bona fide law enforcement purpose related to standard use of the K-9 Unit.

2. Mobilization

The K-9 Unit deputy shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

3. Authority for Stand-down/De-mobilization

The K-9 Unit deputy shall have the sole authority to determine the nature, size, duration of any K-9 Unit de-mobilization. This will be done in consultation with the Chief of Police/Agency Contact or his/her designee.

4. Command

The K-9 Unit deployment will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the person in command at the scene of the incident. However, the Chief of Police/Agency Contact or his designee will have authority to discontinue the deployment.

5. Information Available to Chief

The K-9 Unit will be deployed in conjunction with units of the requesting agency. The report generated by the K-9 Unit deployed will be available to the requesting agency.

6. Community Liaison

The Pierce County Sheriff's Department and the City Police Department/Agency shall jointly share the response of liaison with the community both during and after mobilization. Both parties agree to provide necessary personnel to be available for contacts with the community.

7. Miscellaneous Costs

The Pierce County Sheriff's Department shall assume responsibility for damage to equipment and any injury to dog which occurs co-incident to the mobilization and deployment; provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party.

Damage which shall occur to property as a consequence of the K-9 deployment (e.g. broken fences) shall be the responsibility of the Pierce County Sheriff's Department.

Liability arising from deployment of the K-9 unit including dog bites will be shared by Pierce County and the requesting agency.

8. *Media*

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling news media inquiries during the course of the mobilization while the Unit is deployed. This contact will be made, whenever possible, after consultation with the Chief of Police /Agency Contact or his/her designee. When the unit is no longer deployed, responsibility for news media contact will rest with the Chief of Police/Agency Contact unless the Chief requests and the Sheriff approves that the Sheriff Department Public Information Officer will continue as liaison.

Marine Services Unit

1. Criteria for Mobilization

The Chief of Police/Agency Contact or his/her designee shall have the authority to request a Marine Services Unit response. The County shall provide a person or persons to whom the request will be made. Response will be made unless the Command Duty Officer or his/her designee determines, based on information received and other conditions (e.g. weather), that mobilization would create undue danger or would not serve a bona fide law enforcement purpose related to standard use of the Marine Services Unit.

2. Mobilization

The Marine Services Unit supervisor or his/her designee shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

3. Authority for Stand Down/Demobilization

The Marine Services Unit supervisor shall have the sole authority to determine the nature, size and duration of any Marine Services Unit de-mobilization. This will be done in consultation with the Chief of Police/Agency Contact or his/her designee.

4. Command

The Marine Services Unit will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the person in command at the scene of the incident. However, the Chief of Police/Agency Contact or his/her designee will have authority to discontinue the deployment.

5. Information Available to Chief or Agency Contact

The supervisor of the Marine Services Unit shall be expected to periodically inform the Chief of Police/Agency Contact or his/her designee of progress in the operation to the extent practical in light of communications availability and tactical considerations.

6. Community Liaison

The Pierce County Sheriff's Department and the City Police Department/Agency shall jointly share the response of liaison with the community both during and after mobilization. Both parties agree to provide necessary personnel to be available for contacts with the community.

7. Miscellaneous Costs

The Pierce County Sheriff's Department shall assume responsibility for damage to its equipment, which may occur coincident to the mobilization and response provided. However, that damage caused by the negligence of any other party shall be the responsibility of that party. Damage which shall occur to property as a consequence of the Marine Services Unit shall be the responsibility of Pierce County.

8. Media

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling news media inquiries during the course of the mobilization while the Marine Services Unit is deployed. This contact will be made, whenever possible, after consultation with the Chief of Police/Agency Contact or his/her designee. When the unit is no longer deployed, responsibility for news media contact will rest with the Chief of Police/Agency Contact unless the Chief/Contact requests and the Sheriff approves that the Sheriff Department Public Information Officer will continue as liaison.

Dive Team

1. Criteria for Mobilization

The Chief of Police/Agency Contact or his/her designee shall have the authority to request a Dive Team Response. The County shall provide a person or persons to whom the request will be made. Response will be made unless the Command Duty Officer/designee or determines, based on information received and other conditions, that mobilization would create undo danger or not serve as a bona fide law enforcement purpose related to standard use of the Dive Team.

2. Mobilization

The Dive Team Commander or his/her designee, shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

3. Authority for Stand-down/De-mobilization

The Dive Team Commander, or his/her designee shall have the sole authority to determine if a deployment is no longer productive or if the deployments' risks outweigh the benefit of the operation. When possible, this decision will be done in consultation with the Chief of Police/Agency Contact or his/her designee. The Chief of Police/Agency Contact or his/her designee may likewise make the decision to terminate the deployment of the Dive Team and may do so irrespective of reason.

4. Command

The Dive Team will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the person in command at the scene of the incident. However, the Chief of Police/Agency Contact or his designee will have authority to discontinue the deployment.

5. Information Available to Chief or Agency Contact

The Dive Team Commander, or his/her designee, shall be expected to periodically inform the Chief of Police/Agency Contact or his/her designee of the progress of the operation to the extent it is practical in light of communications available and tactical considerations.

6. Community Liaison

The Pierce County Sheriff's Department and the City Police Department/Agency shall jointly share the response of liaison with the community both during and after mobilization. Both parties agree to provide necessary personnel to be available for contacts with the community.

7. Miscellaneous Costs

The Pierce County Sheriff's Department shall assume responsibility for damage to their Equipment which may occur coincident to the mobilization and response provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party. Damage which shall occur to property as a consequence of the Dive Team shall be the responsibility of Pierce County.

The jurisdiction requesting Dive Team response shall be responsible for any cost involved in providing meals, lodging, or the mobilization of the Dive Team.

8. *Media*

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling news media inquiries during the course of the mobilization while the Dive Team is deployed. This contact will be made, whenever possible, after consultation with the Dive Team Commander and/or the Chief of Police/Agency Contact or his/her designee.

When the unit is no longer deployed, responsibility for news media contact will rest with the Chief of Police/Agency Contact unless the Chief/Agency Contact requests and the Sheriff approves that the Sheriff Department Public Information Officer will continue as liaison.

Major Crime Investigations

Jurisdictions which choose the "hourly" costing model will be able to request major crimes investigations at the hourly rate noted on the basis of resources available.

Jurisdictions which choose the "per capita" costing model in this area will be accessing response to homicides or aggravated assaults likely to become homicides.

1. Criteria for Mobilization

The Chief of Police/Agency contact or his/her designee shall have the authority to request a major crime investigation. The County shall provide a person or persons to whom the request will be made.

2. Mobilization

The commander of Criminal Investigations or his/her designee shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

3. Authority for Stand-down/De-mobilization

The Commander of Criminal Investigations or his/her designee shall have the sole authority to determine the nature, size, duration of any major crime investigation. This will be done in consultation with the Chief of Police/Agency Contact or his/her designee.

4. Command

The major crime investigation will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the person in command at the scene of the incident. However, the Chief of Police/Agency Contact or his designee will have authority to discontinue the deployment.

5. Information Available to Chief

The commander of Criminal Investigations or lead detective shall be expected to periodically inform the Chief of Police/Agency Contact or his/her designee of progress in the operation to the extent practical in light of communications availability and tactical considerations.

6. Community Liaison

The Pierce County Sheriff's Department and the City Police Department/Agency shall jointly share the response of liaison with the community both during and after the investigation. Both parties agree to provide necessary personnel to be available for contacts with the community.

7. Miscellaneous Costs

The Pierce County Sheriff's Department shall assume responsibility for damage to their equipment, which may occur coincident to the mobilization and response provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party. Damage which shall occur to property as a consequence of the unit shall be the responsibility of Pierce County. Costs associated with extra-ordinary forensic analysis will be negotiated with the Chief of Police/Agency Contact.

8. *Media*

Media relations on major criminal investigations will be jointly handled by the Chief/Agency Contact and the Sheriff's Department Public Information Officer with agreement between parties as to primary contact. Contact with the media by the Sheriff's Department Public Information Officer, when such contact is made will be made, whenever possible, after consultation with the Chief of Police/Agency Contact or his/her designee.

Internal Affairs

1. Criteria for Requesting an Internal Affairs Investigation or Assistance in conducting an Internal Investigation

The Chief of Police/Agency Contact or his/her designee shall have the authority to request an Internal Affairs investigation by contacting the IA Supervising Lieutenant, or designated Detective Sergeant in the absence of the Lieutenant, to make a formal written request documenting the justification and reason for the request.

2. Mobilization

The Sheriff or his/her designee in conjunction with the IA Investigations Supervisor shall have the sole authority to determine the nature, size, duration and configuration of any investigation. (See the Sheriff's Department Lexipol Policy regarding Internal Investigations Procedures.)

3. Authority for Completion of an Investigation

The Sheriff or his/her designee shall be the sole authority in determining if an investigation is no longer productive or is completed to meet the standards accepted by the Sheriff's Department. When possible, this decision will be done in consultation with the Chief of Police/Agency Contact or his/her designee, who may likewise make a decision to accept the investigatory files as presented by the Internal Affairs Unit.

4. Conclusion of Investigation

The Internal Investigations Unit will provide documentation of their investigation in a timely manner to the Chief of Police/Agency Contact or his/her designee to include all data and investigative summaries. Internal Affairs does not provide a recommendation based on the data. That responsibility is the sole responsibility of the agency requesting the investigation.

5. Information Available to Chief of Police/Agency Contact

The supervisor of the Internal Affairs Unit shall periodically inform the Chief of Police/Agency Contact or his/her designee of progress in the investigation and timeline for conclusion.

6. Miscellaneous Costs

The Pierce County Sheriff's Department shall assume responsibility for costs arising from the investigation for normally incurring actions such as transcriptions, recordings and investigative field work.

7. Media

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling news media inquiries during the course of the investigation. This contact will be made, whenever possible, after consultation with the Chief of Police/Agency Contact or his/her designee. When the IA unit is no longer involved, responsibility for news media contact will remain with the Chief of Police/Agency Contact unless the Chief/Agency Contact requests

and the Sheriff approves that the Sheriff's Department Public Information Officer will continue as liaison.

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: BJA Bulletproof Vest Partnership Grant Award

ITEM: 13I

DATE: November 12, 2024

FROM: Ronald Schaub, Chief of Police

RECOMMENDED MOTION: I move to adopt Resolution No. _____, accepting a \$1,461.70 grant award from the U.S. Department of Justice Bulletproof Vest Partnership Program.

PROPOSAL: The U.S. Department of Justice has awarded \$1,461.70 to the Fircrest Police Department for the Patrick Leahy Bulletproof Vest Partnership grant program. The City Council is being asked to adopt a resolution to accept these grant funds.

FISCAL IMPACT: The grant funding will pay for 50% of the cost of bulletproof vests for police officers. Matching funds will be funded from the Police budget. This is a reimbursement program, with grant funds required to be spent by August 31, 2026.

ADVANTAGES: The grant award will assist the Police department in purchasing or replacing ballistic vests.

DISADVANTAGES: None.

ALTERNATIVES: Not accept the grant funds.

BACKGROUND: The Bulletproof Vest Partnership Grant Act was established in 1999 to assist agencies with the purchase of life-saving ballistic vests. The Bulletproof Vest Partnership (“BVA”) is a program of the U.S. Department of Justice administered by the Bureau of Justice Assistance (“BJA”). The program is designed to pay up to 50% of the cost of bulletproof vests for law enforcement officers. The BJA announces BVP funding opportunities on an annual basis. There is no formal award document to sign to accept the grant funds.

The Fircrest Police Department participated in the program from 2000 to 2005. This grant award is the first award to our department in nearly 20 years.

The department purchases ballistic vests for new employees. Every five years, we are required to replace existing ballistic vests. This grant award will help with these department purchases.

ATTACHMENTS: [Resolution](#)
[Award Announcement](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, ACCEPTING FUNDS FROM THE U.S.
DEPARTMENT OF JUSTICE FOR THE BULLETPROOF VEST
PARTNERSHIP PROGRAM.**

WHEREAS, the Bulletproof Vest Partnership is a program of the United States Department of Justice administered by the Bureau of Justice Assistance designed to pay up to 50 percent of the cost of bulletproof vests for law enforcement officers; and

WHEREAS, the City of Fircrest Police Department was awarded \$1,461.70 from the Bulletproof Vest Partnership program for the purchase of bulletproof vests; and

WHEREAS, the grant requires a 50 percent local match, which has been identified in the Police Department budget.

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

Section 1. The City hereby accepts \$1,461.70 from the U.S. Department of Justice Bulletproof Vest Partnership program for the purchase of bulletproof vests.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 12th day of November 2024.

APPROVED:

Shannon Reynolds, Mayor

ATTEST:

Arlette Burkhardt, City Clerk

APPROVED AS TO FORM:

Robert Zeinemann, City Attorney



U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS

Email Address

e.g. name@example.com

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BJA Patrick Leahy Bulletproof Vest Partnership (BVP) – FY 2024 Award Announcement

OJP Communications sent this bulletin at 09/26/2024 12:25 PM EDT

[View as a webpage / Share](#)



Dear BVP Applicant:

The Bureau of Justice Assistance (BJA) is pleased to inform you that your jurisdiction will receive an award under the Fiscal Year (FY) 2024 Patrick Leahy Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the [BVP System](#). A complete list of FY 2024 BVP awards is now available at the following link: [2024 BVP awards](#).

Important: Jurisdictions must be registered and include updated banking information in the System for Award Management (SAM) (<https://www.sam.gov/SAM/>) to receive reimbursement. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit: <https://sam.gov/content/help>. The SAM Helpdesk can be reached at 866-606-8220.

The FY 2024 award may be used for National Institute of Justice (NIJ) compliant armored vests that were ordered after April 1, 2024. The deadline to request payments from the FY 2024 award is August 31, 2026, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

As a reminder, body armor vests purchased with BVP funds must have been tested through the NIJ [Compliance Testing Program](#) and found to comply with the most current NIJ body armor standards, appear on the [NIJ Compliant Products List](#) as of the date the body armor was ordered, be uniquely fitted, and be made in the United States. In addition, applicants must have a written mandatory wear policy for uniformed patrol officers in place at the time of application.

In addition, the federal portion of the costs for body armor vests purchased under the BVP Program may not exceed 50 percent. However, jurisdictions may request a financial or natural disaster hardship waiver during the payment request process and receive up to 100 percent of the cost of each body armor vest submitted for reimbursement. Additional information regarding match waivers can be found in the [BVP FAQs](#), and detailed instructions on the process for requesting a waiver and the documentation required can be found in the [Submitting Payment Requests in BVP User Guide](#).

Please contact the BVP Helpdesk at 1-877-758-3787 or email vests@usdoj.gov if you have any questions regarding the above information. Please also visit the [BVP website](#) for additional information regarding the BVP Program.

In addition, please visit BJA's [Officer Robert Wilson III Preventing Violence Against Law Enforcement Officers and Ensuring Officer Resilience and Survivability \(VALOR\) Initiative](#) website to obtain other information regarding officer safety. The VALOR Initiative is a comprehensive set of programs that deliver no-cost officer safety, wellness, resilience training, resources, and technical assistance to law enforcement throughout the country. VALOR brings together the latest research and practices to address current and emerging officer safety and wellness issues and threats. Please see the [VALOR Initiative Overview](#) booklet for additional details about this initiative.

Sincerely,
BVP Program Team
Bureau of Justice Assistance

<https://www.ojp.gov/program/bulletproof-vest-partnership>

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: Tacoma Public Safety Radio System Agreement

ITEM: 13J

DATE: November 12, 2024

FROM: Ron Schaub, Chief of Police

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute a User Agreement with the City of Tacoma to utilize the Tacoma Public Safety Radio System.

PROPOSAL: The Police Department is requesting to move from Pierce County's Combined Communication Network (CCN) 700 MHz system to Tacoma Public Safety's 800 MHz Radio System. In order to facilitate the transition, the Council is being asked to authorize the City Manager to execute a User Agreement with the City of Tacoma to utilize the Tacoma Public Safety Radio System.

FISCAL IMPACT: The Tacoma radio system access fee will be \$10,584 for 2025. This is nearly one-third less than the cost of remaining with the CCN for police radio service and represents a potential annual savings of \$17,504. We have not yet received the 2025 CCN radio system access fee invoice, but the rate will be higher than the 2024 fee of \$28,088.

BACKGROUND: In late 2023, the City began exploring the possibility of transitioning to Tacoma's 800 MHz radio system after receiving an unexpected high invoice from Pierce County. The invoice reflected a dramatic increase in radio subscriber fees, rising from \$44.53 per radio per month to over \$120 per radio per month.

In December 2023, Police Chief Schaub formally notified Pierce County Department of Emergency Management (DEM) of the City's intent to explore the transition from the CCN 700 MHz system to the Tacoma 800 MHz radio system.

In January 2024, the City received an invoice totaling \$11,755.92 for the 2023 annual radio system access fee. Shortly thereafter, an email from the DEM Director informed all CCN subscribers that the South Sound 911 Public Safety Communications Operations Committee (PSCOC) had denied their funding request to offset the rates, a decision that would result in substantial increases in the annual radio access fees. The DEM Director's email specifically addressed agencies that were considering a shift to the Tacoma Radio system:

***"JUMPING SHIP.** We have heard rumblings from our customers considering moving from the County's system to the City of Tacoma's system in order to reduce costs. At this time, the radio system owners agree that it does not make business sense to move customers around when we are in the middle of pursuing a single system which will change the playing field for all customers. It is also more technically complicated than simply obtaining SS911 support. Additionally, we recently audited usage levels by customers on both systems and discovered that in several instances, customers were utilizing the County*

system more than the system to which they subscribe. To ensure that our customers are not subsidizing non-customers, agencies that are utilizing the County system for more than occasional mutual aid will be invoiced at our current customer rates.”

Nevertheless, on March 25, 2024, Pierce County sent the City an invoice of \$28,087.92 for our 2024 annual radio access fee. In response, on June 25, 2024, the City sent a second letter to the radio system owners, formally requesting permission to fully explore transitioning our police operations from the 700 MHz to 800 MHz radio system. On July 22, 2024, the City received confirmation that approval had been granted to move to the 800 MHz system in 2025.

To further assess the transition, Police Chief Schaub met with Tacoma Deputy City Manager Kim to discuss the City’s request to join their radio system. As part of this process, Deputy City Manager Kim facilitated contact with Tacoma’s radio system administrator, who provided the City with the attached *Tacoma Public Safety Radio System User Agreement*.

ADVANTAGES: The primary advantage of transitioning to the Tacoma 800 MHz system is financial. The cost structure is stable and predictable, offering better control over future expenses. In contrast, the CCN subscriber fees have nearly tripled in three years, making the Tacoma system a more reliable and cost-effective option.

DISADVANTAGES: A potential disadvantage is the impact on our mutual aid partnership with the University Place Police Department, which is contracted with the Pierce County Sheriff’s Department and utilizes the CCN 700 MHz radio system. However, South Sound 911 will work with the Tacoma Radio shop to establish our new frequency build that will include common channels, ensuring the ability to continue to partner with University Place.

ALTERNATIVES: Remain on the 700 MHz radio system.

ATTACHMENTS: [Resolution](#)
[Radio System User Agreement](#)
[Attachment 2 – Radio Inventory](#)
[Attachment 3 – P25 TDMA Coverage Area](#)
[Letter #1 – CCN Notice dated 12-27-2023](#)
[Letter #2 - CCN Notice dated 6-27-2024](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO EXECUTE A TACOMA PUBLIC SAFETY RADIO
SYSTEM USER AGREEMENT WITH THE CITY OF TACOMA.**

WHEREAS, the City of Fircrest currently contracts with Pierce County for police radio coverage and communication infrastructure; and

WHEREAS, the City of Fircrest now believes it to be in the best interest of the health, welfare, and safety of our citizens to contract with the City of Tacoma for police radio coverage and communication infrastructure for public safety, first responder, and public service communications.

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

Section 1. The City Manager is hereby authorized and directed to execute the Tacoma Public Safety Radio System User Agreement with the City of Tacoma to allow the City to transition to the Tacoma 800 MHz Radio System.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 12th day of November 2024.

APPROVED:

Shannon Reynolds, Mayor

ATTEST:

Arlette Burkhardt, City Clerk

APPROVED AS TO FORM:

Robert Zeinemann, City Attorney

TACOMA PUBLIC SAFETY RADIO SYSTEM USER AGREEMENT

This User Agreement ("Agreement") is effective on the date of the last signature by and between City of Tacoma, a municipal corporation of the State of Washington (hereinafter referred to as "City"), and City of Fircrest. (hereinafter referred to as "User") and collectively as "Party" or "Parties".

DESCRIPTION

The Tacoma Public Safety Radio System (PSRS) is a wide area 800 MHz trunked land mobile radio (LMR) network providing digital P25 TDMA coverage. Features include encryption, individually identifiable emergency alarm and push-to-talk identification.

DEFINITIONS

- A. **Alias** – a unique identifier that is assigned by the RSC to each Subscriber using the PSRS.
- B. **Coverage** – The PSRS is designed to provide portable radio on-street DAQ 3.4 audio quality (receive on hip, transmit head level) 800 MHz LMR (land mobile radio) coverage at a reliability of 97% in the shaded areas of Attachment 3. LMR Coverage is not guaranteed by the City but has been tested and met this specification at the time of testing. Planned or unplanned site outages may affect audio quality during any outage periods.
- C. **Encryption** – DES encryption on all system transmitters is offered for P25 TDMA operations.
- D. **Interoperability Subscriber** – A Subscriber operated by an agency that uses a different radio system for its primary communications, operating on the PSRS only when necessary to communicate with a User on specifically defined talkgroups.
- E. **Primary Subscriber** – A Subscriber operated by an agency that uses the PSRS as its primary radio communications system through a User Agreement.
- F. **Radio Service Center (RSC)** – the City organization operating the PSRS on behalf of Users. The RSC provides assignment of Radio Alias numbers and talkgroups, encryption keys, database maintenance, system programming, radio programming, and other radio system technical services.
- G. **Radio ID** – a unique identifier assigned to each individual Subscriber within the system
- H. **Subscriber** – a Customer end user device such as a mobile radio, portable radio, desktop radio, or dispatch console that is assigned a unique Radio ID that communicates on the PSRS. The term "end user device" is used interchangeably with "Subscriber"
- I. **Talkgroup** – a single talking channel, allowing a unique group of radio users to communicate with one another on that channel.
- J. **Template** – User specific configuration information used to develop Subscriber programming for Subscriber functions, capabilities and talkgroups.
- K. **User** – a user agency providing first responder fire or law enforcement services within Pierce County; a hospital or medical organization within Pierce County; approved ambulance companies; and security departments of approved educational institutions.
- L. **User Agreement** – this Agreement entered into between the City and the User setting forth the PSRS services provided to the User and the terms and conditions under which the services are provided.

III. ATTACHMENTS

The following exhibits and attachments are made part of this Agreement:

Attachment 1– Talkgroup Allocation assigned to the User – to be completed following execution of Agreement
Attachment 2 – Radio Inventory
Attachment 3 – P25 TDMA coverage area

IV. USER FEES

A. Subscriber Fees

Subscriber Fees for this Agreement are assessed quarterly in the amount of **\$42.00** per month for each Radio Alias shown on Attachment 2.

Invoices for the upcoming quarter will be sent by the RSC at the end of each quarter and are due within 30 days of the invoice date. Upon 90 days' notice, at the beginning of each calendar year, the City may modify Subscriber Fees to reflect changes in the City operations expenses.

B. Additional Fees

Radio template development and system setup services will be provided at a flat rate of \$350.00. This flat rate includes template creation plus one (1) mobile and one (1) portable code plug. Additional code plugs will be billed as regular subscriber programming services. Subscriber programming services will be provided in 15-minute increments at an hourly rate of \$125.

Payments are due within thirty (30)-days from date of billing to the address as indicated on the invoice.

V. SUBSCRIBER PROBLEMS

If the User experiences subscriber problems, the User will first contact its subscriber maintenance provider for an evaluation of the problem. If the maintenance provider determines the problem is not an equipment installation or maintenance problem with the subscriber, the User will notify the RSC by email to 800help@cityoftacoma.org. If the RSC determines the problem originates from the User's subscriber, charges for RSC time will be billed to User at the rate(s) specified in §IV, User Fees. If the problem is due to PSRS malfunction, the RSC will take appropriate corrective action at its own expense and report such corrective action to the User.

VI. APPROVED SUBSCRIBERS

The User will operate only subscribers capable of P25 TDMA on the PSRS.

VII. SUBSCRIBER MAINTENANCE AND REPAIR

The User is responsible for maintenance and repair of its subscriber equipment. User will assure the subscriber equipment is operating within the manufacturers specifications to assure optimal operation that will have no adverse impact on other PSRS Users.

VIII. COMPLIANCE WITH LAWS

- A. No Personal Business** – No personal business may be conducted on the PSRS by User, its employees, or authorized agents, including volunteers and the User's service provider.
- B. Compliance with Federal, State and Local Laws** – User will comply with all current and future Federal Communications Commission laws, rules, and regulations as well as with all applicable state and local laws.
- C. Corrective Action** – In order to protect the integrity, security, safety, and efficient operation of PSRS for all its Users, User will take appropriate corrective action against any of its employees who violate PSRS guidelines set out in this User Agreement.
- D. Abuse of User Privileges** – At the sole discretion of the City, Users repeated violation of PSRS guidelines provided in this Agreement will result in termination of the Agreement by the City.

IX. DISPUTE RESOLUTION

If either Party fails to perform its obligations under this Agreement, the Parties agree to resolve the issue at the lowest management level of each Party. The City and the User will consider the details of the non-performance issue, assess if there are past issues of non-performance, determine duration of non-performance, determine the level of non-performance, and negotiate in good faith a mutually agreeable solution. If the parties cannot agree on a solution, this agreement may be mutually terminated upon thirty (30) days written notice by either Party.

X. DURATION, CANCELLATION & TERMINATION OF USER

Participation in the PSRS will remain in effect until December 31, 2025, and will automatically renew annually unless terminated by either Party upon ninety (90) days written notice to either Party or upon thirty (30) days written notice per the Dispute Resolution process.

XI. NOTICES

All notices given under this Agreement, except for emergency service requests, will be made in writing. All notices will be sent to the parties as follows:

PSRS: Aaron Taylor
3639 S Pine St, Rm F125B
Tacoma, WA 98409
ataylor@cityoftacoma.org
(253) 591-5478

User: Dawn Masko, City Manager
City of Fircrest
115 Ramsdell Street
Fircrest, WA 98466
dmasko@cityoffircrest.net
253-564-8901

User Contact Person - User will appoint an employee to serve as its Contact Person with the RSC. The Contact Person will be responsible for authorizing template modifications, coordinating new subscribers onto the PSRS, providing template data to the RSC and providing after hour emergency telephone numbers. The contact information for Olympic Ambulance Service, Inc. is as follows:

Ronald Schaub, Chief of Police
City of Fircrest
302 Regents Blvd.
Fircrest, WA 98466
rschaub@cityoffircrest.net
253-565-1198

RSC Contact Person

Rob Totten
3639 S Pine St, Rm F125B
Tacoma, WA 98409
(253) 591-5487
800help@cityoftacoma.org

- A. **Waiver** – The failure of a Party to insist upon strict adherence to any term of this Agreement will not be considered a waiver or deprive the Party of the right thereafter to insist upon the strict adherence to that term of the Agreement.
- B. **Modification** – This Agreement may be modified, amended, extended, or augmented, only by written amendment signed by both the parties.
- C. **Governing Law** – This Agreement will be governed by, and construed in accordance with the laws of the State of Washington. Venue for any legal action shall be Pierce County Superior Court.
- D. **Hold Harmless** – To the extent permitted by law, the City and User agree to hold each other harmless against claims arising from the alleged negligent acts or omissions of their respective public employees or agents, which occurred or are alleged to have occurred during the performance of PSRS use.
- E. **Force Majeure** – Parties to this agreement will not be responsible for any failure to perform hereunder due to unforeseen circumstances or due to causes beyond the non-performing Party's reasonable control, including without limiting the generality of the foregoing, acts of God, war, riot, embargoes, acts of government, civil or military authorities, catastrophe, fire, floods, accidents, strikes, shortages of transportation, facilities, fuel, energy, labor or material acts of a public enemy.

CITY OF TACOMA

CITY OF FIRCREST

Dawn Masko Date _____
City Manager

| MOBILE (IN-VEHICLE) RADIOS | |
|-----------------------------------|------------|
| firpd-03v | 656CNM4532 |
| firpd-11v. | 656CTZ0690 |
| firpd-60943Dpv | 656CPP2060 |
| firpd-11v | 656CPP2063 |
| firpd-08v | 656CPP2069 |
| firpd-06v | 656CPP2070 |
| firpd-07v | 656CPP2072 |
| firpd-Motorcycle | 656CPP1705 |
| firpd-01v | 656CPP2071 |
| firpd-02v | 656CTH0454 |
| firpd-05v | 656CPP1961 |

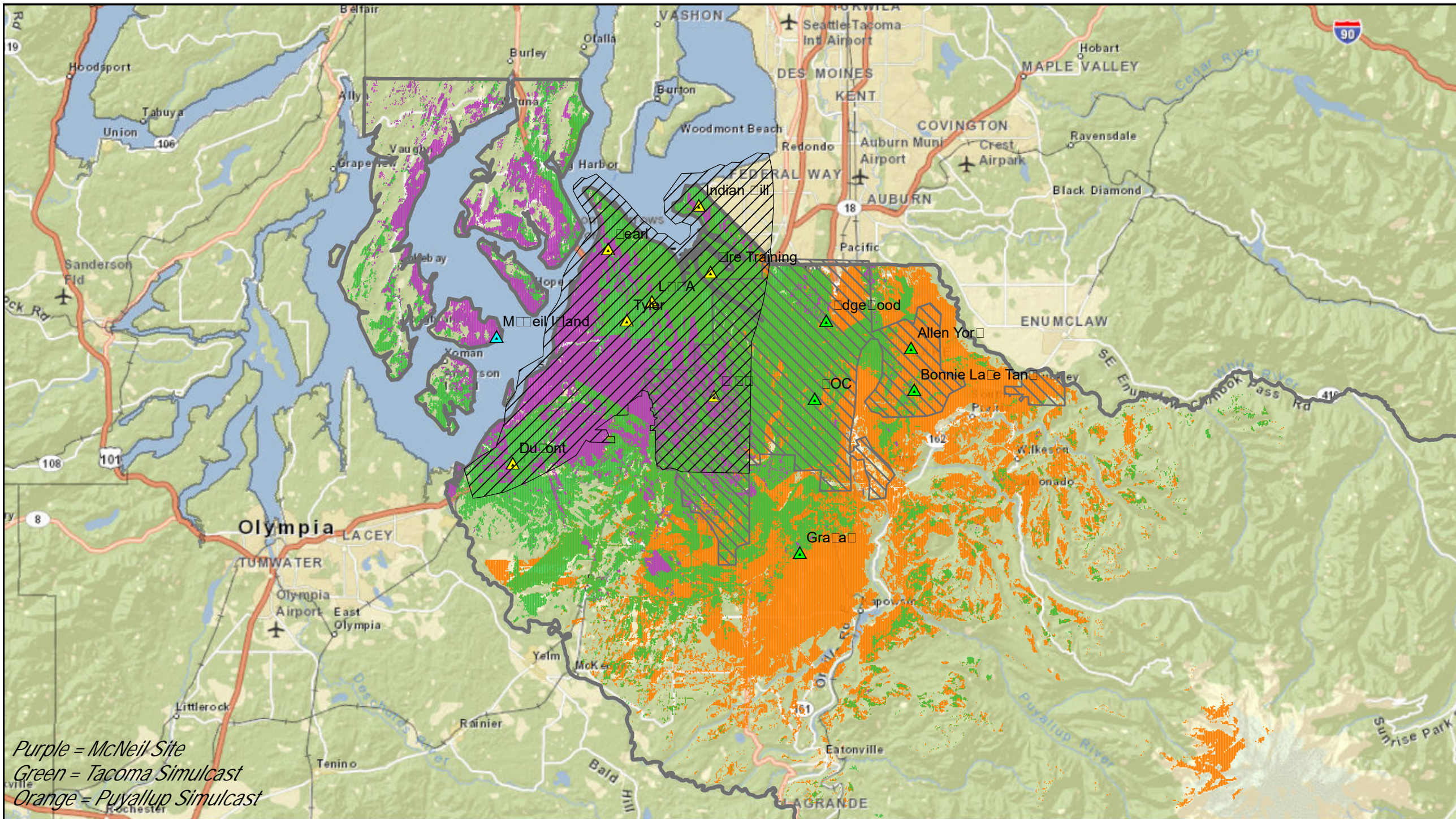
| PORTABLE RADIO | |
|-----------------------|------------|
| FIRPD-06 | 655CNF1733 |
| FIRPD-01 | 655CPT4395 |
| FIRPD-02 | 655CPT4396 |
| LOST FIRPD 5 | 655CPT4397 |
| FIRPD-08 | 655CPT4398 |
| FIRPD-03 | 655CPT4399 |
| FIRPD-10 | 655CPT4400 |
| FIRPD-11 | 655CPT4401 |
| FIRPD-05 | 655CPT4402 |
| FIRPD-07 | 655CPT4403 |
| FIRPD-31 | 837CXH1063 |

97% Covered Area Reliability

[illegible]

**City of Tacoma Simulcast, McNeil Site and City of Puyallup Simulcast
800 MHz P25 Phase 2 TDMA**

☐ or In ☐ ational ☐ e Only
Coverage not Guaranteed



Mile



in 7 ile

Inbound from APX7000 portable radio, worn at hip-level using a Motorola-provided swivel case, standard speaker mic, and flex whip antenna

Run ☐ ☐ ☐

CBurdett



THE CITY OF FIRCREST

POLICE DEPARTMENT

302 Regents Blvd. • Fircrest, WA 98466 • Phone: (253) 565-1198 • Fax: (253) 564-2538

December 27, 2023

Jody Ferguson, Executive Director
Combined Communications Network (CCN)
C/O Pierce County Department of Emergency Management
2501 S. 35th St. #D
Tacoma, WA 98409

Re: CCN 700 MHz System

Executive Director Ferguson,

In 2022, our annual radio subscriber fee was \$11,955.02. This year, the fee went up to \$23,712.09. On 11-20-2023, there was an email exchange with Ms. Lenk about the possibility of our 700 MHz system subscriber fees increasing from \$44.53 per month to potentially \$120 per unit. This would effectively triple our radio access fees within one year after doubling our current subscriber rate.

In November 2011, Pierce County residents voted for Proposition 1, with the sole purpose of creating a reliable radio system being built out to provide better protection for first responders. It seems that the original purpose has been lost. Pierce County and South Sound 911 are currently engaged in a revenue battle over E-911 monies. As a small public safety agency, we are caught between two monoliths and will be ground to powder in the process of fighting over revenue sharing.

I must echo EPFR Chief Baker's subscriber rate concerns in his correspondence with Executive Director Porter dated September 25, 2017:

"In addition, the potential for unsustainable access fees to be charged by the CCN is of grave concern. If South Sound 911 were to not subsidize the cost of the access fees, EPFR would see over a 400% increase above what we currently pay. Prior to moving to the 700 MHz, EPFR paid no access fees because radio costs were incorporated into our overall dispatch system.

Today, the annual fee is \$82,404. This would increase by over \$200,000 annually without the subsidy provided by South Sound 911 (based on \$109/month/radio). I'm certain that had Fire Commissioners understood that we would incur a new cost of \$282,404 annually, they would have not approved, and we would not have the new radios we have today."

Given our location between two large 800 MHz users (Tacoma and Lakewood), this letter informs you that the City of Fircrest will explore moving our operations to the 800 MHz system. South Sound 911 has assured us that they can support this move organizationally.

Our next step is to reach out to the City of Tacoma and fully vet the 800 MHz radio option. Once we have completed our due diligence, I will contact you with our final decision.

Respectfully,

Ronald D. Schaub

Chief of Police



THE CITY OF FIRCREST

POLICE DEPARTMENT

302 Regents Blvd. • Fircrest, WA 98466 • Phone: (253) 565-1198 • Fax: (253) 564-2538

June 27, 2024

Jody Ferguson, Executive Director
CCN
C/O Pierce County DEM
2501 S. 35th St #D
Tacoma, WA 98409

Daniel Key, Information Technology Director
City of Tacoma IT Department
733 Market Street, Fifth Floor
Tacoma, WA 98402

Re: CCN 700 MHz System

Director Ferguson & Director Key,

In December 2023, the City of Fircrest officially requested the option of exploring moving from the CCN 700 MHz system to the City of Tacoma's 800 MHz system.

During the initial stages of exploration, South Sound 911 assured me that they could support this move organizationally. Given our proximity to the City of Tacoma system, our radio coverage would be at least as strong as the 700 MHz system. ED Ferguson sent an email on January 18, 2024, regarding 2024 Radio rates. In that correspondence, there was a section titled "Jumping Ship":

"We have heard rumblings from our customers considering moving from the County's system to the City of Tacoma's system in order to reduce costs. At this time, the radio system owners agree that it does not make business sense to move customers around when we are in the middle of pursuing a single system which will change the playing field for all customers. It is also more technically complicated than simply obtaining SS911 support. Additionally, we recently audited usage levels by customers on both systems and discovered that in several instances, customers were utilizing the County system more than the system to which they subscribe. To ensure that our customers are not subsidizing non-customers, agencies that are utilizing the County system for more than occasional mutual aid will be invoiced at our current customer rates."

Our annual radio subscriber fee was \$11,955.02 in 2022. In 2023, it increased to \$23,712.09. We received our 2024 invoice on March 25, 2024, for \$28,097.92. In the last three years, our rates have nearly tripled. As a small public safety agency, we have budget constraints.

Budget containment concerns were previously brought forward to the CCN first by EPFR Chief Baker in September 2017. The Pierce County Fire Chief's Association raised this issue again on February 2, 2024. The Fire Districts on the 700 MHz system choose to not pay the 2024 increase and maintained their remittance at the 2023 rate.

The citizens of Pierce County passed Proposition #1 to create a reliable radio system to protect first responders. While the Pierce County Police and Fire Chief's Associations support a single radio system, my fiduciary responsibility is to the citizens of Fircrest. The interagency debate about a single radio system has ebbed and flowed since the inception of South Sound 911 in 2011. The issue is still unresolved thirteen years later. Even if Pierce County and the City of Tacoma resolve the problem tomorrow, implementing a single radio system is likely two years away.

As a "consumer" of public safety radio communication services, the arbitrary decision by the system owners to limit my ability to make the best financial and operational decisions for my police department and City is unacceptable. Again, I request the ability to fully explore moving our police operations to the City of Tacoma's 800 MHz system.

Respectfully,

Ronald D. Schaab

Chief of Police

City of Fircrest

CC: Dawn Masko, City Manager

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: KPG Psomas, P.S. On-Call Engineering Services Contract Amendment

ITEM: 13K

DATE: November 12, 2024

FROM: Tyler Bemis, Public Works Director

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute Amendment #10 to the Professional Services Agreement with KPG Psomas for on-call engineering services.

PROPOSAL: The City Council is being asked to authorize the City Manager to execute Amendment #10 to the Professional Services Agreement with KPG Psomas, P.S., to provide on-call engineering services.

FISCAL IMPACT: This agreement does not have a contract amount attached, as the work will be performed by task order for each request. Total costs are to be within the budgeted amount for professional services for each respective department and project budget.

ADVANTAGES: Utilization of an on-call engineer helps to expedite approval and design of projects. KPG Psomas provides a wide variety of engineering services that meet the potential needs of Public Works.

DISADVANTAGES: None identified.

ALTERNATIVES: Do not have an on-call engineer for services and provide professional service agreements for each task, potentially delaying project work during the engineer selection process.

BACKGROUND: KPG Psomas has provided the City with on-call engineering services since 2016. KPG is currently working on multiple projects for the City, including the Claremont Street Grind and Overlay project. The City has been successful in the past years in utilizing the services of KPG. The City and KPG Psomas wish to continue this on-call engineering contract.

ATTACHMENTS: [Resolution](#)
[Amendment #10 to the Professional Services Agreement](#)
[Exhibit B – 2025 Professional Services Fee Schedule](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO EXECUTE A TENTH AMENDMENT TO THE
PROFESSIONAL SERVICE AGREEMENT WITH KPG PSOMAS,
P.S. FOR ON-CALL ENGINEERING SERVICES FOR SERVICES.**

WHEREAS, the City of Fircrest has contracted with KPG Psomas, P.S. to provide on-call engineering services for transportation-related projects and additional services as needed since 2016; and

WHEREAS, the City of Fircrest has identified funds for these services in the annual budget; and

WHEREAS, the term of said Agreement will expire on December 31, 2024; and

WHEREAS, KPG Psomas, P.S. has provided the 2025 schedule of charges identified in "Exhibit B" to the Amendment; and

WHEREAS, the City of Fircrest wishes to continue utilizing KPG Psomas, P.S. for these services.

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

Section 1. The City Manager is hereby authorized and directed to execute a Tenth Amendment to the Professional Service Agreement with KPG Psomas, P.S., extending the term of the said agreement through December 31, 2025, and updating the fees.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 12th day of
November 2024.

APPROVED:

Shannon Reynolds, Mayor

ATTEST:

Arlette Burkhardt, City Clerk

APPROVED AS TO FORM:

Robert Zeinemann, City Attorney

**AMENDMENT #10
TO THE CITY OF FIRCREST
PROFESSIONAL SERVICES AGREEMENT
WITH KPG PSOMAS, P.S. FOR ON-CALL ENGINEERING SERVICES**

This Tenth Amendment is hereby made and entered into this 12th day of November 2024 by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the “City,” and KPG Psomas, P.S., hereinafter referred to as “Consultant”, to be effective January 1, 2025.

WITNESSETH:

1. **Purpose**

The purpose of this Tenth Amendment is to amend the March 22, 2016 agreement. This amendment is limited to the amendments as set forth herein. All of the remaining terms and conditions of the March 22, 2016, agreement shall remain in full force and effect. The amendments are as follows:

2. Exhibit B is hereby replaced with a new Exhibit B to reflect the 2025 schedule of charges.
3. The Term of Agreement shall be extended through December 31, 2025.

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

CITY OF FIRCREST

KPG Psomas, P.S.

By _____
Dawn Masko, City Manager

By _____

Approved as to Form:

By _____
Robert Zeinemann, City Attorney

**Psomas Inc./Fircrest On-call
Summary of Negotiated Costs
Effective January 1, 2025 through December 31, 2025**

| Classification | 2025 Inclusive Rate (Rounded to \$1) |
|--|---|
| Principal | 302 |
| Engineering Manager I | 236 |
| Engineering Manager II | 273 |
| Asst. Engineering Manager | 224 |
| Senior Engineer I | 202 |
| Senior Engineer II | 214 |
| Project Engineer I | 173 |
| Project Engineer II | 195 |
| Design Engineer I | 139 |
| Design Engineer II | 145 |
| Design Engineer III | 157 |
| Engineering Technician | 119 |
| Technician | 106 |
| Engineering Assistant | 95 |
| Senior Project Manager Survey | 260 |
| Survey Crew I (w/Equip) | 221 |
| Survey Crew II (w/Equip) | 282 |
| Field Surveyor I | 107 |
| Field Surveyor II | 140 |
| Field Surveyor III | 157 |
| Project Surveyor I | 161 |
| Project Surveyor II | 179 |
| Surveyor I | 98 |
| Surveyor II | 134 |
| Surveyor III | 150 |
| Urban Design Manager | 230 |
| Senior Landscape Architect I | 189 |
| Senior Landscape Architect II | 209 |
| Project Landscape Architect I | 162 |
| Project Landscape Architect II | 173 |
| Landscape Designer I | 109 |
| Landscape Designer II | 121 |
| Landscape Designer III | 139 |
| Landscape Assistant | 94 |
| Senior Transportation Planner | 213 |
| Transportation Planner | 127 |
| Environmental Manager | 236 |
| Senior Environmental Planner I | 189 |
| Senior Environmental Planner II | 255 |
| Managing Biologist I | 189 |
| Managing Biologist II | 211 |
| Managing Biologist III | 239 |
| Senior Archaeologist | 175 |
| GIS Manager | 167 |
| Senior Biologist I | 142 |
| Senior Biologist II | 164 |
| Word Processor | 123 |
| Biologist I | 82 |
| Biologist II | 110 |
| Biologist III | 132 |
| Environmental Planner | 164 |
| Editor | 94 |
| GIS Tech | 91 |
| Cultural Resource Specialist | 85 |
| Senior Construction Manager | 254 |
| Construction Manager | 205 |
| Senior Resident Engineer | 196 |
| Resident Engineer | 161 |
| Assistant Resident Engineer | 142 |
| Senior Construction Observer | 198 |
| Construction Observer I | 110 |
| Construction Observer II | 135 |
| Construction Observer III | 148 |
| Construction Technician | 101 |
| Document Control Specialist I | 120 |
| Document Control Specialist II | 141 |
| Document Control Specialist III | 152 |
| Document Control Admin | 108 |
| Construction Assistant | 94 |
| CAD Manager | 187 |
| Senior CAD Technician | 145 |
| CAD Technician | 129 |
| Business Manager | 184 |
| Senior Admin | 145 |
| Office Admin | 115 |
| Office Assistant | 102 |
| Subs billed at cost plus 5%. | |
| Reimbursables billed at actual costs. | |
| Mileage billed at the current approved IRS mileage rate. | |

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: NW GIS Consulting, LLC On-Call GIS Services Contract Amendment

ITEM: 13L

DATE: November 12, 2024

FROM: Tyler Bemis, Public Works Director

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute Amendment #9 to the Professional Services Agreement with NW GIS Consulting for on-call GIS services.

PROPOSAL: The City Council is being asked to authorize the City Manager to execute Amendment #9 to the Professional Services Agreement with NW GIS Consulting, LLC., to provide on-call GIS services.

FISCAL IMPACT: This agreement does not have a contracted amount. Public Works has identified a budget number that will not be exceeded. There is no rate increase for 2025.

ADVANTAGES: The City needs a qualified professional for on-call GIS services. NW GIS Consulting has extensive experience in the area and has been instrumental in updating and maintaining our GIS program.

DISADVANTAGES: None identified.

ALTERNATIVES: The City could consider another firm with equivalent experience, though an alternative firm would lack valuable historical knowledge of the functionality of our systems and the direction the City wishes to propel its GIS program.

BACKGROUND: The City first contracted with NW GIS Consulting in 2015 to update and maintain our GIS data and provide on-call GIS support services. NW GIS Consulting has provided the necessary subject matter expertise to advance the City's GIS program. The City and NW GIS Consulting wish to continue this on-call GIS contract.

ATTACHMENTS: [Resolution](#)
[Amendment #9 to the Professional Services Agreement](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO EXECUTE A NINTH AMENDMENT TO THE
PROFESSIONAL SERVICE AGREEMENT WITH NW GIS
CONSULTING, LLC FOR ON-CALL GIS SERVICES.**

WHEREAS, the City of Fircrest has contracted with NW GIS Consulting, LLC. to provide on-call GIS services since 2015; and

WHEREAS, the term of said Agreement will expire on December 31, 2024; and

WHEREAS, Section 3 of said Agreement provides for the option to extend the term of the Agreement for one year; and

WHEREAS, the City of Fircrest desires to continue utilizing NW GIS Consulting, LLC. for these services.

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

Section 1. The City Manager is hereby authorized and directed to execute a Ninth Amendment to the Professional Service Agreement with NW GIS Consulting, LLC, extending the term of the said agreement through December 31, 2025.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 12th day of November 2024.

APPROVED:

Shannon Reynolds, Mayor

ATTEST:

Arlette Burkhardt, City Clerk

APPROVED AS TO FORM:

Robert Zeinemann, City Attorney

**AMENDMENT #9
TO THE CITY OF FIRCREST
PROFESSIONAL SERVICES AGREEMENT
WITH NW GIS CONSULTING, LLC FOR ON-CALL GIS SERVICES**

This Ninth Amendment is hereby made and entered into this 12th day of November 2024 by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the “City,” and NW GIS Consulting, LLC, hereinafter referred to as “Consultant”, to be effective January 1, 2025.

WITNESSETH:

1. **Purpose**

The purpose of this Ninth Amendment is to amend the May 26, 2015 agreement. This amendment is limited to the amendments as set forth herein. All of the remaining terms and conditions of the May 26, 2015, agreement shall remain in full force and effect. The amendment is as follows:

2. Section 3 is hereby amended to read as follows:

Term: The term of this agreement shall be from January 1, 2025 until December 31, 2025, and may be extended or modified by the mutual consent of the parties.

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

CITY OF FIRCREST

NW GIS Consulting, LLC

By _____
Dawn Masko, City Manager

By _____

Approved as to Form:

By _____
Robert Zeinemann, City Attorney

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: Water Meter Exchange Contract

ITEM: 13M

DATE: November 12, 2024

FROM: Tyler Bemis, Public Works Director

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute a Contract for Services with Pape & Sons Construction, Inc. to provide additional support to the Water Meter Exchange Project.

PROPOSAL: The City Council is being asked to authorize the City Manager to execute a Contract for Services with Pape & Sons Construction, Inc. to provide additional support for the Water Meter Exchange Project.

FISCAL IMPACT: The additional services for water meter installation will be funded using \$43,376.10 from the American Rescue Plan Act (ARPA) funds. The current budget appropriation in the Water Capital Fund is sufficient to cover this contract amendment.

ADVANTAGES: The utilization of an outside service provider will help accelerate the completion of the water meter exchange project, particularly given the current vacancy of a Utility Service Worker.

DISADVANTAGES: None.

ALTERNATIVES: Continue the project with internal staff and potentially not complete the residential portion of the project in 2024.

BACKGROUND: In early 2019, the City identified Kamstrup AMR/AMI water meters as the best fit for the City of Fircrest water system. The system has a total of 2,402 metered connections. The initial meter replacement began in spring 2020, with 143 meters being replaced that year. Since then, 444 meters were replaced in 2021, 238 in 2022, and 296 in 2023.

The City Council allocated \$30,000 in American Rescue Plan Act (ARPA) funds in the 2024 Water Capital budget to be used to provide water meter installation support to the Public Works staff. At the time of the contract execution in June 2024, the project was 58% complete, with approximately 1,000 meters remaining to be exchanged. 856 meters have been exchanged year-to-date in 2024.

Currently, 339 meters remain to be exchanged, including both residential and commercial meters. By continuing to utilize Pape & Sons Construction, the City anticipates completing the residential meter exchanges by the end of 2024. As Pape & Son's original contract expired on October 31, 2024, a new contract is needed with a completion date of June 1, 2025, which will allow sufficient time to address the complexities of exchanging commercial and multi-family meters.

ATTACHMENTS: [Resolution](#)
[Contract for Services](#)
[Cost Estimate](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY MANAGER
TO EXECUTE A CONTRACT FOR SERVICES WITH PAPE & SONS
CONSTRUCTION, INC. FOR WATER METER EXCHANGE
PROJECT SERVICES.**

WHEREAS, in 2019, the City of Fircrest identified the need to exchange old inefficient manual read water meters with new Advanced Metering Infrastructure meters; and

WHEREAS, the City entered into a Contract for Services with Pape & Sons Construction, Inc. in June 2024 to provide support for the Water Meter Exchange Project; and

WHEREAS, the current Agreement term expired on October 31, 2024; and

WHEREAS, the City of Fircrest wishes to continue utilizing Pape & Sons Construction Inc. to complete the Water Meter Exchange Project.

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

Section 1. The City Manager is hereby authorized and directed to execute a Contract for Services with Pape & Sons Construction, Inc., to complete the Water Meter Exchange Project.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 12th day of November 2024.

APPROVED:

Shannon Reynolds, Mayor

ATTEST:

Arlette Burkhardt, City Clerk

APPROVED AS TO FORM:

Robert Zeinemann, City Attorney

**CITY OF FIRCREST
CONTRACT FOR SERVICES**

THIS CONTRACT, hereinafter referred to as the "Contract," is entered into this ____ day of _____, 2024, by and between the **City of Fircrest**, a political subdivision of the State of Washington and hereinafter referred to as the "City," and **Pape & Sons Construction, Inc.**, hereinafter referred to as the "Contractor," collectively "Parties."

In consideration of the terms and conditions contained herein, and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

1. **PROJECT DESIGNATION.** The Contractor is retained by the City to perform water meter installation services in connection with the project designated as the **Water Meter Exchange Project** ("Project").
2. **SCOPE OF SERVICES.** The Contractor agrees to perform the services, including the provision of all labor, materials, equipment, and supplies, as identified in **Exhibit A**.
3. **TIME OF COMPLETION/RENEWAL.** The Parties agree that time is of the essence. The Contractor agrees that the Work described in this Contract shall be completed by **June 1, 2025**.

This Contract will not automatically renew. If a Party wishes to extend the time of completion, the Party must notify the other Party in writing at least 30 calendar days prior to the expiration of this Contract. All extensions must be mutually agreed to in writing.

4. **PAYMENT.** Upon receipt of an invoice from the Contractor, the City may make monthly progress payments for work completed. Each invoice shall itemize by site and date the work performed and include a signed statement that prevailing wages have been paid by the Contractor and all subcontractors. Final payment will be withheld until the City receives certification from the State of Washington Department of Labor and Industries that the "Affidavit of Wages Paid" has been filed. The total cost for the Water Meter Exchange Project shall not exceed **\$46,376.10**, including tax.
5. **ASSIGNMENT.** The Contractor shall not sublet or assign any of the work covered by this Contract without the express written consent of the City.
6. **COMPLIANCE WITH CITY POLICY.** The Contractor 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 the provisions of this Contract to the extent not inconsistent herewith.
7. **COMPLIANCE WITH LAWS.** The Contractor agrees that all persons employed in it and by any of its subcontractors in work done pursuant to this Contract shall be in accordance with all Federal, State, and local laws. Per Fircrest Municipal Code 5.04.020, the Contractor must possess a City of Fircrest business license prior to performing any work pursuant to this Contract.
8. **CONTRACTOR'S REPRESENTATIONS**
The Contractor hereby represents that it has all necessary licenses and certifications to perform the services provided for herein and is qualified to perform such services.
9. **DEBARMENT.** The Contractor must certify that it and its subcontractors have not been and are not currently on the Federal or Washington State Debarment List. If the Contractor or its subcontractors become listed on the Federal or State Debarment List, the City must be notified immediately.

10. EXTRA WORK AND CHANGE ORDERS. Work in addition to, or different from, that provided for in the Scope of Work shall only be allowed by prior authorization in writing and signed by the City Manager as a modification to this Contract. Such change order or modification shall be attached hereto and made a part hereof.

11. HAZARDOUS CONDITIONS. The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from its operation.

12. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent allowed by law, the Contractor must defend, indemnify, and hold the City, its employees, officials, directors, officers, agents, and volunteers harmless from and against any and all claims, injuries, damages, liabilities, liens, losses or lawsuits, including all legal costs and attorney fees, for any or all injuries to persons or damage to property arising out of or resulting from the acts, errors, or omissions of the Contractor, its officers, employees, agents or subcontractors, in connection with Contractor's performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

The City's inspection or acceptance of any of the Contractor's work when completed is not grounds to avoid any of these covenants of indemnification.

The Contractor and City agree that for any concurrent negligence between the Contractor and City, as determined by a court of competent jurisdiction, the Contractor is only liable to the extent of the Contractor's negligence. If a court of competent jurisdiction determines that the Contractor's work is covered under RCW 4.24.115, the Contractor's obligation to defend, indemnify, and hold harmless is only to the extent of the Contractor's negligence.

The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, waives any immunity under the state industrial insurance law, Title 51 RCW. The Contractor recognizes that this waiver was the subject of mutual negotiation.

This indemnification and provisions of this section shall survive the expiration or termination of this Contract.

13. INSURANCE. The Contractor will obtain and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. The Contractor's maintenance of insurance as required by this Contract shall not be construed to limit the Contractor's liability to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity. The Contractor shall maintain at least the following minimum insurance coverage covering all activity under this Contract, and as to which the City shall be named as primary non-contributory additional insured on the liability insurance:

- | | |
|--|-----------------------------------|
| a. Workers' Compensation Coverage | Statutory |
| b. Commercial General Liability | \$1,000,000/\$2,000,000 aggregate |
| c. Comprehensive Automobile Liability | \$1,000,000 per accident |
| d. \$100,000 Employee Fidelity coverage that extends to the City and City employee property. | |

A Certificate of Insurance showing the foregoing will be submitted to the City for approval before work commences.

The Contractor must include all subcontractors as insured under its policies or furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors is subject to the same insurance requirements as the Contractor.

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

14. **INTEGRATED AGREEMENT.** This Contract, together with attachments or addenda, represents the entire and integrated Contract between the parties. This Contract may be amended only by written instrument signed by both the City and the Contractor.
15. **NON-DISCRIMINATION.** The Contractor shall not discriminate against any person, customer, employee, an applicant for employment, subcontractor, supplier, materialman, firm, partnership, or organization because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, or the presence of any sensory, mental, or physical disability, except for a bona fide occupational qualification. Any person, firm, partnership, or organization contracting with, or doing business with, the City shall be in conformity with the City's policy on non-discrimination. The Contractor understands that if it violates this provision, this Contract may be terminated by the City and that the Contractor may be barred from performing any service for the City now or in the future.
16. **NON-WAIVER.** A waiver by the City of any provision of this Contract or any time limitation provided for in this Contract shall not constitute a waiver of any other provisions.
17. **PERFORMANCE.** The Contractor for itself, and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein upon the part of the Contractor. The City reserves the right to withhold a part or all the monthly payments if, in the judgment of the City, the Contractor has not performed or has unsatisfactorily performed any of the work set forth in this Contract, provided that the City shall promptly notify the Contractor in writing of the specific items of non-performance or unsatisfactory performance. Any such payments withheld shall reasonably relate to the estimated value of the work not performed.
18. **PREVAILING WAGES.** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the work of this Contract will be paid not less than the prevailing rate of wage for an hour's work in accordance with the provisions of the Revised Code of Washington, Chapter 39.12, and all rules and regulations promulgated pursuant thereto. Prior to making any payment under this Contract, the Contractor must submit to the City an approved copy of the "Statement of Intent to Pay Prevailing Wages" from the Department of Labor and Industries. It is the Contractor's responsibility to obtain and file the Statement and pay all filing fees.

Current prevailing wage rates may be obtained from the Washington State Department of Labor and Industries website: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. The applicable effective date for prevailing wages for this project located in Pierce County is **November 12, 2024**.

Notice from the Contractor and all subcontractors of intent to pay prevailing wages and prevailing wage rates for the Project *must be posted* for the benefit of the workers. Each invoice must include a signed statement that prevailing wages have been paid by the Contractor and all subcontractors. Following the final acceptance of services rendered, the Contractor must submit a "Minimum Wage Affidavit" for themselves and any subcontractors. Final payment on the Contract will be withheld until the City receives certification from the Department of Labor and Industries that prevailing wage requirements have been satisfied.

In case any dispute arises as to what the prevailing rates of wages for work of similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the Director of the Washington State Department of Labor and Industries for arbitration, and the Director's decision therein shall be final and conclusive and binding on all parties involved in the dispute.

19. **RECORDS.** The Contractor acknowledges that all records created or used by the Contractor in the performance of this Contract may be subject to the Public Records Act, RCW 42.46; therefore, the Contractor should not destroy any record without first notifying the City's Records Officer (City Clerk). "Record" includes but is not limited to all written and electronic documents, photographs, drawings, and maps.
20. **SAFETY REQUIREMENT.** All work performed under the terms of this Contract shall be performed in a manner that provides maximum safety to the public and City employees.
21. **SEVERABILITY.** Each provision of this Contract 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 Contract, which remains in full force and effect.
22. **STATUS OF CONTRACTOR.** Neither the Contractor nor personnel employed by the Contractor shall acquire any rights or status in City employment, nor shall they be deemed employees or agents of the City for any purpose. The Contractor is required to employ a qualified supervisor who is acceptable to the City. The Contractor shall be deemed an independent contractor and responsible in full for payment of its employees, including prevailing wages, worker's compensation, insurance, payroll deductions, and all related costs.
23. **TAXES.** The Contractor shall comply with federal, state, and local tax laws, Social Security Acts, Unemployment Compensation Acts, and Workers Compensation Acts in so far as they apply to the performance of this Contract.
24. **TERMINATION.** If the Contractor violates any of the covenants undertaken herein or any of the duties imposed upon it by this Contract, the City may immediately terminate this Contract with cause. Alternatively, either Party may terminate this Contract without cause upon thirty (30) days' written notice served to the other Party by certified mail. The Contractor shall be compensated for all work performed to the date of termination.
25. **VENUE STIPULATION.** This Contract shall be considered to have 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 Contract or any of the provisions contained therein shall be instituted and maintained only in Pierce County Superior Court, Tacoma, Washington.

IN WITNESS WHEREOF, the parties hereto have accepted and executed this Contract, as of the Effective Date stated above, which shall be the Effective Date for bonding purposes as applicable. The undersigned Contractor representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Agreement for and on behalf of the Contractor and further represents and warrants that the Contractor is not suspended, debarred, or otherwise disqualified under federal, state, or local law from participating in this Contract.

CITY OF FIRCREST

By: _____
Dawn Masko, City Manager

APPROVED AS TO FORM:

By: _____
Robert Zeinemann, City Attorney

PAPE & SONS CONSTRUCTION, INC.

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____
Arlette Burkhardt, City Clerk

EXHIBIT A

Scope of Services

Pape & Sons Construction, Inc. will deploy a team of skilled workers to install additional water meters as part of the City of Fircrest Water Meter Exchange Project. The scope of this contract amendment encompasses the installation of 399 remaining AMI Kamstrup water meters. The City will provide all AMI Kamstrup meters, gaskets, bolts, followers, and new meter boxes (if needed).

Scope of Work:

- Install 339 water meters.
- Dig out existing meter boxes to access the old meters.
 - *Note:* The City of Fircrest may provide assistance on digging out meters for apartment complexes using an educator truck when accessible.
- Install new AMI Kamstrup water meters.
- Record old meter information and new meter installation details.
- Backfill excavated areas and clean up the site.

Cost Estimate:

Meter Sizes and Quantities:

| Meter Sizes | Quantity | Unit | Unit Price | Amount |
|-----------------------|------------|------|------------|--------------------|
| 5/8" x 3/4" meters | 240 | Each | \$97.00 | \$23,280.00 |
| 1" meters | 21 | Each | \$97.00 | 2,037.00 |
| 1.5" meters | 38 | Each | \$160.00 | 6,080.00 |
| 2" meters | 40 | Each | \$200.00 | 8,000.00 |
| | | | | |
| Subtotal | | | | \$39,397.00 |
| Sales Tax | | | 10.1% | 3,979.10 |
| Total Estimate | 339 | | | \$43,376.10 |

PAPE & SONS CONSTRUCTION, INC.

9401 Bujacich Rd , Suite 1A
Gig Harbor, WA 98332
Phone (253) 851-6040 • Fax (253) 851-3290
Contractors Registration # PAPESI*204DE

ESTIMATE

Payment Terms

Net 30

12% Interest on Past Due Amounts

Estimate Prepared by

Phil Sagen

| TO |
|--|
| Jeff Davis City of Fircrest Public Works Department 120 Ramsdell St Fircrest WA 98466 |

| DATE | Project Name |
|------------|--|
| 10/21/2024 | City of Fircrest - Water Meter Exchanges |

SCOPE OF WORK

Replace existing water meters with new city supplied AMI water meters. All materials to be supplied by the owner.

| ITEMIZED COSTS | QTY | Unit | UNIT PRICE | AMOUNT |
|-------------------------------------|-----|------------------|-----------------------|---------------------|
| 5/8" x 3/4" meters | 240 | EA | \$97.00 | 23,280.00 |
| 1" meters | 21 | EA | \$97.00 | 2,037.00 |
| 1.5" meters | 38 | EA | \$160.00 | 6,080.00 |
| 2" meters | 40 | EA | \$200.00 | 8,000.00 |
| | | | Subtotal | \$ 39,397.00 |
| Tax Rate 10.1% | | Sales Tax | | 3,979.10 |
| <i>Thank you for your business!</i> | | | TOTAL ESTIMATE | \$ 43,376.10 |

This estimate is not a contract or a bill. It is based on the information provided, based upon our initial inspection, but may be subject to change. If prices change or additional parts and labor are required, we will inform you prior to proceeding with the work.

Excludes: Engineering, Surveying, Permits, Dewatering, Compaction Testing, any import or export material or any other work not identified in the scope or itemized costs. Estimate excludes any night, overtime, or work outside regular business hours.

If you have any questions, please contact**Phil Sagen****253 851 6040**

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: Electron Way and Contra Costa Avenue Crosswalk Project Award

ITEM: 13N

DATE: November 12, 2024

FROM: Tyler Bemis, Public Works Director

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute a Public Works Contract with R.L. Alia Company for the Electron Way and Contra Costa Avenue Crosswalk Project.

PROPOSAL: The City Council is being asked to authorize the City Manager to execute a Public Works Contract with R.L. Alia Company for the Electron Way and Contra Costa Avenue Crosswalk Project. This project is intended to improve pedestrian safety at the intersection by installing American Disabilities Act (ADA) compliant curb ramps at all four corners, a Rectangular Rapid Flashing Beacon on both sides of the road to alert drivers of a crossing pedestrian, and bulb-outs on the northeast and southeast corners to narrow the traveled lanes, increase driver awareness, and slow down traffic.

FISCAL IMPACT: R.L. Alia Company was the lowest responsive bidder at \$139,600, which was under the construction estimate of \$183,865. The construction and design of this project are funded by two sources: a \$148,410 legislative allocation via the Department of Commerce and a \$65,847 grant from the Transportation Improvement Board (TIB). The project bid tabs are attached for reference.

ADVANTAGES: The construction of this crosswalk project will improve pedestrian safety at a key intersection connecting several Fircrest parks.

DISADVANTAGES: None.

ALTERNATIVES: None.

BACKGROUND: During preliminary design, it was determined that focusing on half of the Southwest and Northeast corners, along with the entire Southeast corner, would allow the project to be within budget limits. Additional funding was secured from TIB to complete the ADA requirements for the entire intersection.

Improving pedestrian safety is a top priority for the Council. This project enhances pedestrian safety at a highly frequented intersection and ensures safe connectivity between the Community Center and the Tot Lot. It also marks the City's first use of external funding to improve safety at this location, demonstrating a proactive approach to utilizing available resources to enhance public safety.

ATTACHMENTS: [Resolution](#)
[Public Works Contract](#)
[Exhibit A – Plans](#)
[Project Bids Tabulation](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO EXECUTE A PUBLIC WORKS CONTRACT WITH
R. L. ALIA COMPANY FOR THE ELECTRON WAY AND
CONTRA COSTA AVENUE CROSSWALK PROJECT.**

WHEREAS, the City of Fircrest identified a need for improved pedestrian safety at the intersection of Electron Way and Contra Costa Avenue; and

WHEREAS, the City of Fircrest was awarded funds from both a legislative appropriation administered by the Department of Commerce and a Transportation Improvement Board grant; and

WHEREAS, the R. L. Alia Company was the lowest responsive bidder in the competitive Request for Proposals process; and

WHEREAS, the City of Fircrest desires to contract with R. L. Alia Company for the construction of the Electron Way and Contra Costa Avenue Crosswalk Project in the amount of \$139,600.

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

Section 1. The City Manager is hereby authorized and directed to execute a Public Works Contract with R. L. Alia Company for the construction of the Electron Way and Contra Costa Avenue Crosswalk Project.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 12th day of November 2024.

APPROVED:

Shannon Reynolds, Mayor

ATTEST:

Arlette Burkhart, City Clerk

APPROVED AS TO FORM:

Robert Zeinemann, City Attorney

CITY OF FIRCREST

PUBLIC WORKS CONTRACT

THIS CONTRACT, hereinafter referred to as the “Contract,” is entered into this 12th day of November 2024 by and between the **City of Fircrest**, a political subdivision of the State of Washington and hereinafter referred to as the “City,” and **R.L. Alia Company**, hereinafter referred to as the “Contractor,” collectively “Parties.”

In consideration of the terms and conditions contained herein, and attached and made a part of this agreement, the Parties hereto covenant and agree as follows:

1. **PROJECT DESIGNATION/SCOPE OF SERVICES.** The Contractor shall do all work and furnish all tools, materials, and equipment for the **Electron Way and Contra Costa Avenue Crosswalk Project** (“Project”) in accordance with and as described in the attached plans and specifications in **Exhibit A** and the 2022 edition of the WSDOT [Standard Specifications for Road, Bridge, and Municipal Construction](#) (except where noted otherwise) which are by this reference incorporated herein and made a part hereof and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

The Contractor shall provide and bear the expense of all equipment, work, materials, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof, except such as are mentioned in the specifications to be furnished by the City.

The City hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained; and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

2. **TIME OF COMPLETION/RENEWAL.** The Parties agree that time is of the essence. The Contractor agrees that the Work described in this Contract shall be completed within 20 working days from issuance of Notice to Proceed.

If the Work specified herein is not completed within the time specified, the Contractor agrees to pay the City, as liquidated damages, Five Hundred dollars (\$500) per day. Changes in the scope of work ordered by the City, labor disputes, major natural disasters, unusual delays in transportation, unavoidable casualties, City permitting delays, or any cause beyond the Contractor’s control that the City may determine justifies the delay may be reasonable cause for the extension of the contract time by Change Order.

This Contract will not automatically renew. If a Party wishes to extend the time of completion, the Party must notify the other Party in writing at least 30 calendar days prior to the expiration of this Contract. All extensions must be mutually agreed to in writing.

3. **PAYMENT.** Upon receipt of an invoice from the Contractor, the City may make monthly progress payments for work completed. Each invoice shall itemize by site and date the work performed and include the “Affidavit of Wages Paid” that was filed with the State of Washington Department of Labor and Industries. The total cost for the Electron Way and Contra Costa Avenue Crosswalk Project shall not exceed \$139,600.00. Labor and services on public street projects are exempt from sales tax.

4. **ASSIGNMENT.** The Contractor shall not sublet or assign any of the work covered by this Contract without the express written consent of the City.
5. **COMPLIANCE WITH CITY POLICY.** The Contractor 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 the provisions of this Contract to the extent not inconsistent herewith.
6. **COMPLIANCE WITH LAWS.** The Contractor agrees that all persons employed in it and by any of its subcontractors in work done pursuant to this Contract shall be in accordance with all Federal, State, and local laws. Per [Fircrest Municipal Code 5.04.020](#), the Contractor must possess a City of Fircrest business license prior to performing any work pursuant to this Contract.
7. **CONTRACTOR'S REPRESENTATIONS**
The Contractor hereby represents that it has all necessary licenses and certifications to perform the services provided for herein and is qualified to perform such services.
8. **DEBARMENT.** The Contractor must certify that it and its subcontractors have not been and are not currently on the [Federal](#) or [Washington State Debarment List](#). If the Contractor or its subcontractors become listed on the Federal or State Debarment List, the City must be notified immediately.
9. **EXTRA WORK AND CHANGE ORDERS.** Work in addition to, or different from, that provided for in the Scope of Work shall only be allowed by prior authorization in writing and signed by the City Manager as a modification to this Contract. Such change order or modification shall be attached hereto and made a part hereof.
10. **HAZARDOUS CONDITIONS.** The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from its operation.
11. **INDEMNIFICATION AND HOLD HARMLESS.** To the fullest extent allowed by law, the Contractor must defend, indemnify, and hold the City, its employees, officials, directors, officers, agents, and volunteers harmless from and against any and all claims, injuries, damages, liabilities, liens, losses or lawsuits, including all legal costs and attorney fees, for any or all injuries to persons or damage to property arising out of or resulting from the acts, errors, or omissions of the Contractor, its officers, employees, agents or subcontractors, in connection with Contractor's performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

The City's inspection or acceptance of any of the Contractor's work when completed is not grounds to avoid any of these covenants of indemnification.

The Contractor and City agree that for any concurrent negligence between the Contractor and City, as determined by a court of competent jurisdiction, the Contractor is only liable to the extent of the Contractor's negligence. If a court of competent jurisdiction determines that the Contractor's work is covered under [RCW 4.24.115](#), the Contractor's obligation to defend, indemnify, and hold harmless is only to the extent of the Contractor's negligence.

The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, waives any immunity under the state industrial insurance law, [Title 51 RCW](#). The Contractor recognizes that this waiver was the subject of mutual negotiation.

This indemnification and provisions of this section shall survive the expiration or termination of this Contract.

12. INSURANCE. The Contractor will obtain and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. The Contractor's maintenance of insurance as required by this Contract shall not be construed to limit the Contractor's liability to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity. The Contractor shall maintain at least the following minimum insurance coverage covering all activity under this Contract, and as to which the City shall be named as primary non-contributory additional insured on the liability insurance:

- | | |
|--|-----------------------------------|
| a. Workers' Compensation Coverage | Statutory |
| b. Commercial General Liability | \$1,000,000/\$2,000,000 aggregate |
| c. Comprehensive Automobile Liability | \$1,000,000 per accident |
| d. \$100,000 Employee Fidelity coverage that extends to the City and City employee property. | |

A Certificate of Insurance showing the foregoing must be submitted to the City for approval before work commences.

The Contractor must include all subcontractors as insured under its policies or furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors is subject to the same insurance requirements as the Contractor.

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

13. INTEGRATED AGREEMENT. This Contract, together with attachments or addenda, represents the entire and integrated Contract between the parties. This Contract may be amended only by written instrument signed by both the City and the Contractor.

14. NON-DISCRIMINATION. The Contractor shall not discriminate against any person, customer, employee, applicant for employment, subcontractor, supplier, materialman, firm, partnership, or organization because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, or the presence of any sensory, mental, or physical disability, except for a bona fide occupational qualification. Any person, firm, partnership, or organization contracting with, or doing business with, the City shall be in conformity with the City's policy on non-discrimination. The Contractor understands that if it violates this provision, this Contract may be terminated by the City and that the Contractor may be barred from performing any service for the City now or in the future.

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16. PERFORMANCE. The Contractor for itself, and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein upon the part of the Contractor. The City reserves the right to withhold a part or all the monthly payments if, in the judgment of the City, the Contractor has not performed or has unsatisfactorily performed any of the work set forth in this Contract, provided that the City shall promptly notify the Contractor in writing of the specific items of non-performance or unsatisfactory performance. Any such payments withheld shall reasonably relate to the estimated value of the work not performed.

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Current prevailing wage rates may be obtained from the Washington State Department of Labor and Industries website: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project located in Pierce County is **November 12, 2024**.

Notice from the Contractor and all subcontractors of intent to pay prevailing wages and prevailing wage rates for the Project *must be posted* for the benefit of the workers. Each invoice must include a signed statement that prevailing wages have been paid by the Contractor and all subcontractors. Following the final acceptance of services rendered, the Contractor must submit a “Minimum Wage Affidavit” for themselves and any subcontractors. Final payment on the Contract will be withheld until the City receives certification from the Department of Labor and Industries that prevailing wage requirements have been satisfied.

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24. VENUE STIPULATION. This Contract shall be considered to have 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 Contract or any of the provisions contained therein shall be instituted and maintained only in Pierce County Superior Court, Tacoma, Washington.

IN WITNESS WHEREOF, the parties hereto have accepted and executed this Contract, as of the Effective Date stated above, which shall be the Effective Date for bonding purposes as applicable. The undersigned Contractor representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Agreement for and on behalf of the Contractor and further represents and warrants that the Contractor is not suspended, debarred, or otherwise disqualified under federal, state, or local law from participating in this Contract.

CITY OF FIRCREST

By: _____
Dawn Masko, City Manager

APPROVED AS TO FORM:

By: _____
City Attorney

R.L. Alia Company

By: _____

Printed Name: _____

Title: _____

ATTEST:

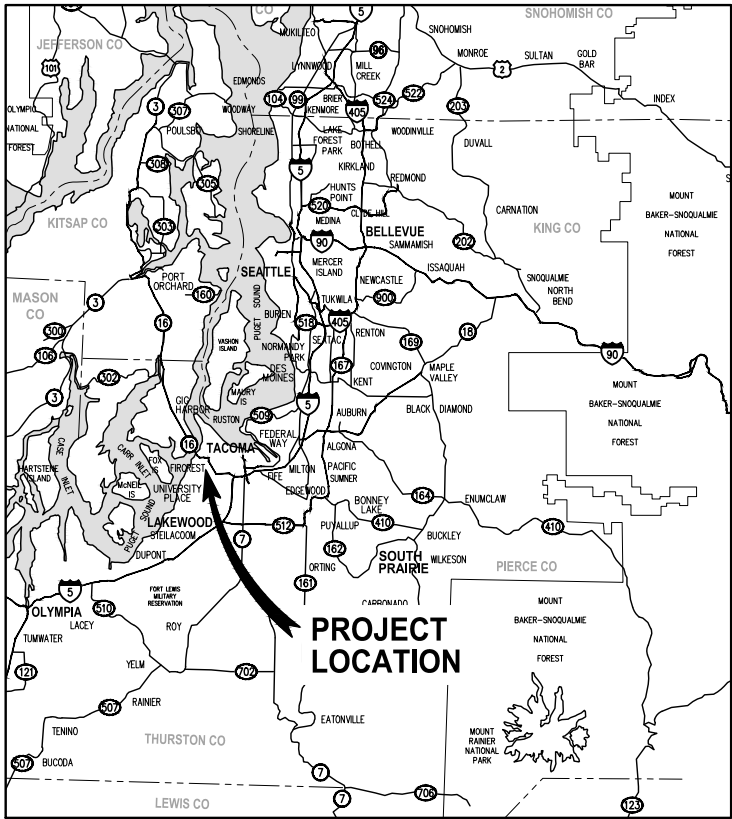
By: _____
Arlette Burkhardt, City Clerk



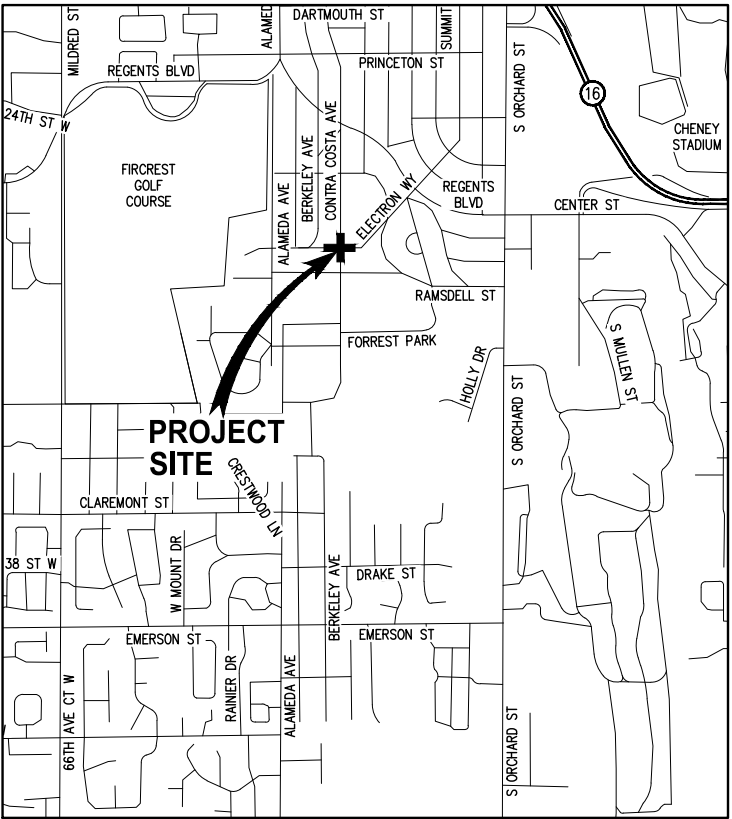
EXHIBIT A

SCHEDULE A & SCHEDULE B
ELECTRON WAY AND CONTRA COSTA AVE
INTERSECTION IMPROVEMENTS

TIB NO. C-P-130(001)-1
SEPTEMBER 2024



LOCATION MAP
NTS



VICINITY MAP
NTS

| CITY OFFICIALS | |
|-----------------------|-----------------------------------|
| COUNCIL MEMBER | DAVID M. VIAFORE |
| | SHANNON REYNOLDS (MAYOR) |
| | BRETT L. WITTNER |
| | KAREN MAUER-SMITH |
| | HUNTER T. GEORGE |
| | NIKKI BUFFORD (MAYOR PRO-TEMPORE) |
| | JIM ANDREWS |
| CITY MANAGER | DAWN MASKO |
| PUBLIC WORKS DIRECTOR | TYLER BEMIS |
| UTILITY FOREMAN | JEFF DAVIS |

| DRAWING INDEX | | |
|------------------------------|-------|---|
| TITLE | SHEET | DESCRIPTION |
| GENERAL SHEETS | 1 | COVER SHEET |
| | 2 | LEGEND, ABBREVIATIONS, ALIGNMENT & SURVEY CONTROL |
| TYPICAL SECTIONS AND DETAILS | 3 | TYPICAL SECTIONS AND DETAILS |
| SITE PREPARATION | 4 | SITE PREPARATION PLAN |
| CURB RAMP PLANS | 5 | WEST CURB RAMPS |
| | 6 | EAST CURB RAMPS |
| | 7 | WEST CURB RAMPS GRADING |
| | 8 | EAST CURB RAMPS GRADING |
| WSDOT | 9-10 | STANDARD PLANS |

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| NO. | DATE | BY | APPR. | REVISIONS |
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| Approved By | | 9FIR010200COVER.dwg |
| ENGINEERING MANAGER | DATE | FILENAME |
| PROJECT MANAGER | DATE | RBD |
| PROJECT ENGINEER | DATE | DESIGNED BY |
| | | HH |
| | | DRAWN BY |
| | | TEW |
| | | CHECKED BY |
| | | DATE |



KPG
PSOMAS

Tacoma
2502 Jefferson Avenue
Tacoma, WA 98402 253.627.0720
Seattle | Wenatchee | KPG.com

BID
DOCUMENT



CITY OF FIRCREST
ELECTRON WAY AND CONTRA COSTA AVE
INTERSECTION IMPROVEMENTS

CALL 2 DAYS
BEFORE YOU DIG
811

APPROVED
BY:
PUBLIC WORKS DIRECTOR

DATE: 9/30/2024

COVER SHEET

KPG PROJ. No. 9FIR010200 SHT 1 OF 10

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ABBREVIATIONS

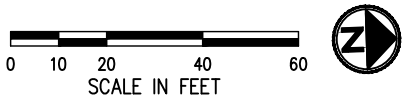
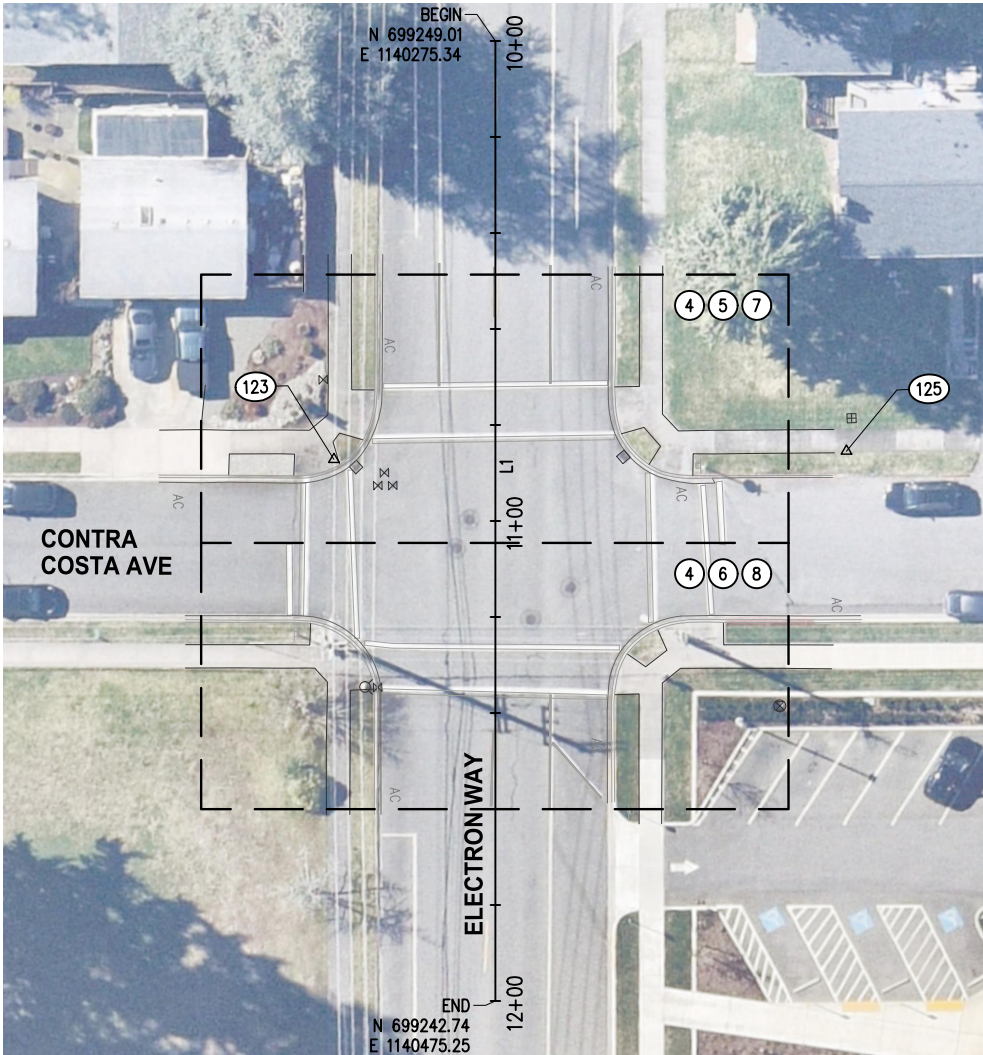
| | | | |
|------------|---------------------------------|------|-----------------------------------|
| AC | ASPHALT/CONCRETE | MH | MANHOLE |
| ACP | ASPHALT CONCRETE PAVEMENT | MIC | MONUMENT IN CASE |
| ADA | AMERICANS WITH DISABILITIES ACT | MJ | MECHANICAL JOINT |
| AP | ANGLE POINT | MON | MONUMENT |
| APPROX | APPROXIMATE | N | NORTH OR NORTHING |
| BLDG | BUILDING | NAVD | NORTH AMERICAN VERTICAL DATUM |
| CB | CATCH BASIN | NB | NORTHBOUND |
| CCP | CEMENT CONCRETE PAVEMENT | NO | NUMBER |
| CDF | CONTROLLED DENSITY FILL | NTS | NOT TO SCALE |
| CLF, CHLF | CHAIN LINK FENCE | OC | ON CENTER |
| C, CL | CENTERLINE | OD | OUTSIDE DIAMETER |
| CL | CLASS | PC | POINT OF CURVE |
| CO | CLEANOUT | PCC | POINT OF COMPOUND CURVATURE |
| COLW | CITY OF LAKEWOOD | PCCP | PERVIOUS CEMENT CONCRETE PAVEMENT |
| COL | COLUMN | PI | POINT OF INTERSECTION |
| CONC | CONCRETE | POB | POINT OF BEGINNING |
| CR | CURB RETURN OR CURB RAMP | POE | POINT OF ENDING |
| CSBC | CRUSHED SURFACING BASE COURSE | PRC | POINT OF REVERSE CURVATURE |
| CSTC | CRUSHED SURFACING TOP COURSE | PT | POINT OF TANGENT |
| DI | DUCTILE IRON | PVC | POLYVINYL CHLORIDE OR POINT OF |
| DIA | DIAMETER | VC | VERTICAL CURVATURE |
| DW, DWY | DRIVEWAY | PVT | POINT OF VERTICAL TANGENT |
| E | EAST OR EASTING | PVI | POINT OF VERTICAL INTERSECTION |
| EA | EACH | R | RADIUS |
| EG | EXISTING GRADE | RET | RETAINING WALL |
| ELEV | ELEVATION | ROW | RIGHT OF WAY |
| EOP | EDGE OF PAVEMENT | RRFB | RECTANGULAR RAPID FLASHING BEACON |
| EW | EACH WAY | RT | RIGHT |
| EX | EXISTING | S | SLOPE OR SOUTH |
| EXIST | EXISTING | SB | SOUTHBOUND |
| FDR | FULL DEPTH RECLAMATION | SD | STORM DRAIN |
| FF | FINISHED FLOOR | SDMH | STORM DRAIN MANHOLE |
| FG | FINISHED GRADE | SDR | STANDARD DIMENSIONAL RATIO |
| FL | FLOW LINE | SE | SOUTHEAST |
| FO | FIBER OPTIC | SHT | SHEET |
| FOC | FACE OF CURB | SQ | SQUARE |
| GPM | GALLONS PER MINUTE | SS | SANITARY SEWER |
| HMA | HOT MIX ASPHALT | SSMH | SANITARY SEWER MANHOLE |
| HORIZ, HOR | HORIZONTAL | ST | STREET |
| HP | HIGH POINT | STA | STATION |
| ID | INSIDE DIAMETER | STD | STANDARD |
| IE | INVERT ELEVATION | STCR | STRUCTURE |
| IN | INCH/INCHES | SW | SOUTHWEST |
| JB | JUNCTION BOX | TYP | TYPICAL |
| L | LENGTH | TOC | TOP OF CURB |
| LT | LEFT | UIC | UNDERGROUND INJECTION CONTROL |
| LF | LINEAR FEET | UG | UNDERGROUND |
| LP | LOW POINT | VERT | VERTICAL |
| MAX | MAXIMUM | W | WEST |
| MIN | MINIMUM | YD | YARD DRAIN |

LEGEND

| | | | |
|-----|---|---|---|
| MIC | MONUMENT IN CASE | ⛔ | WATER VALVE |
| MON | SURFACE MONUMENT | ⛔ | WATER METER |
| △ | MAG NAIL/SPIKE | ⛔ | FIRE HYDRANT |
| RC | REBAR & CAP | ⛔ | IRRIGATION CONTROL VALVE |
| □ | CATCH BASIN | ⛔ | SIGN |
| ○ | SEWER MANHOLE | ● | STUMP, DIAMETER |
| ⚡ | POWER POLE | ▼ | PLANTED AREA |
| ⚡⚡ | POWER POLE WITH LUMINAIRE AND UNDERGROUND CONNECT | ⦿ | DECIDUOUS TREE, DIAMETER (# OF TRUNKS) |
| → | GUY ANCHOR | ★ | CONIFEROUS TREE, DIAMETER (# OF TRUNKS) |
| ⚡⦿ | LOT LIGHT | | |

PROPOSED LEGEND

| | |
|-------|--|
| ⛔ | CONCRETE SIDEWALK/CURB RAMP |
| ■ | 4" HMA PAVEMENT PATCH |
| ⛔ | DETECTABLE WARNING SURFACE |
| --- | SAWCUT LINE |
| ⛔ | CATCH BASIN INLET PROTECTION |
| ⛔ | RECTANGULAR RAPID FLASHING BEACON (RRFB, SOLAR) AND POLE |
| ⛔ | REMOVE CONCRETE (FULL DEPTH) |
| ⛔ | REMOVE PAVEMENT (FULL DEPTH) |
| XXXXX | CURB & GUTTER REMOVAL |



NOTES

- THE PURPOSE OF THIS TOPOGRAPHIC SURVEY IS FOR CIVIL ENGINEERING DESIGN. THIS IS NOT A BOUNDARY SURVEY. SOURCES OF BOUNDARY INFORMATION AS SHOWN INCLUDE FIELD-TIED MONUMENTATION, PLATS, COUNTY RECORDS OF SURVEY, AND AUDITOR INDEXING INFORMATION.
- THE LOCATIONS OF EXISTING UNDERGROUND UTILITY SYSTEMS, AS SHOWN HEREON, ARE TAKEN FROM UTILITY LOCATE PAINT MARKS OR AS-BUILT PLANS AND ARE SHOWN IN AN APPROXIMATE WAY ONLY.

THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. ALL LOCATOR SERVICES SHOULD BE CONTACTED PRIOR TO ANY CONSTRUCTION OR SUBSURFACE EXPLORATION. CALL 1-800-424-5555.
- FIELD SURVEY: KPG PSOMAS, MAY, 2024. LICENSEE MICHAEL R. BOWEN, P.L.S. NO. 29294/RONALD D. REICHEL, P.L.S. NO. 38015.
- CONTOUR INTERVAL = 1 FOOT, ±0.5 FOOT PER NATIONAL MAPPING STANDARDS. CONTOURS DERIVED FROM DIRECT FIELD OBSERVATIONS.
- STORM AND SEWER CONNECTIONS HAVE BEEN DRAWN FROM CENTER OF LID TO CENTER OF LID.
- THE LOCATIONS AND DIMENSIONS OF UNDERGROUND VAULTS HAVE NOT BEEN VERIFIED AND ARE APPROXIMATE.
- DUCTS ARE NOTED AS INDICATED IN THE FIELD BY UTILITY LOCATORS. MULTIPLE LINES AND/OR UTILITIES MAY SHARE DUCT RUNS; THIS MAY NOT BE SHOWN IN THE DRAWING.

HORIZONTAL AND VERTICAL DATUM

HORIZONTAL DATUM: NAD 83/11
VERTICAL DATUM NAVD 88
HORIZONTAL AND VERTICAL DATUMS ESTABLISHED BY RTK GPS OBSERVATION UTILIZING WSRN (WASHINGTON STATE REFERENCE NETWORK)

| CONTROL POINT LIST | | | | |
|--------------------|-------------|-----------|------------|-----------|
| PT # | DESCRIPTION | NORTHING | EASTING | ELEVATION |
| 123 | SPIKE | 699319.40 | 1140363.04 | 232.98' |
| 125 | SPIKE | 699212.87 | 1140449.71 | 230.56' |

| SHEET INDEX | |
|-------------|-------------------------|
| ④ | SITE PREPARATION PLAN |
| ⑤ | WEST CURB RAMPS |
| ⑥ | EAST CURB RAMPS |
| ⑦ | WEST CURB RAMPS GRADING |
| ⑧ | EAST CURB RAMPS GRADING |

| ELECTRON WAY - ALIGNMENT DATA | | | | | |
|-------------------------------|-----------|-----------|------------|---------|---------------|
| NUMBER | START STA | NORTHING | EASTING | LENGTH | BRNG/DELTA |
| L1 | 10+00.00 | 699249.01 | 1140275.34 | 200.00' | S 88°12'16" E |

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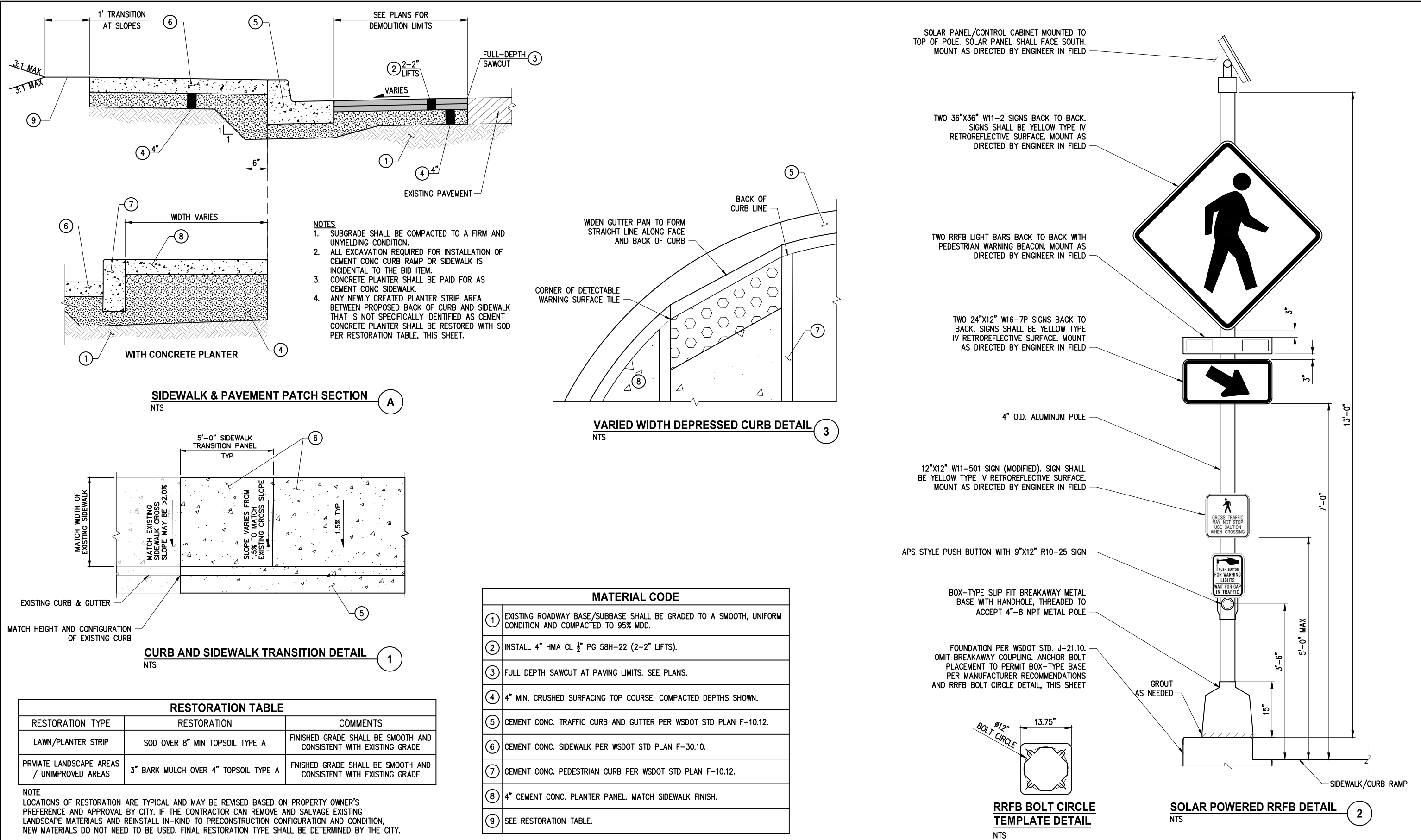
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CITY OF FIRCREST
ELECTRON WAY AND CONTRA COSTRA AVE
INTERSECTION IMPROVEMENTS

LEGEND, ABBREVIATIONS,
ALIGNMENT & SURVEY CONTROL

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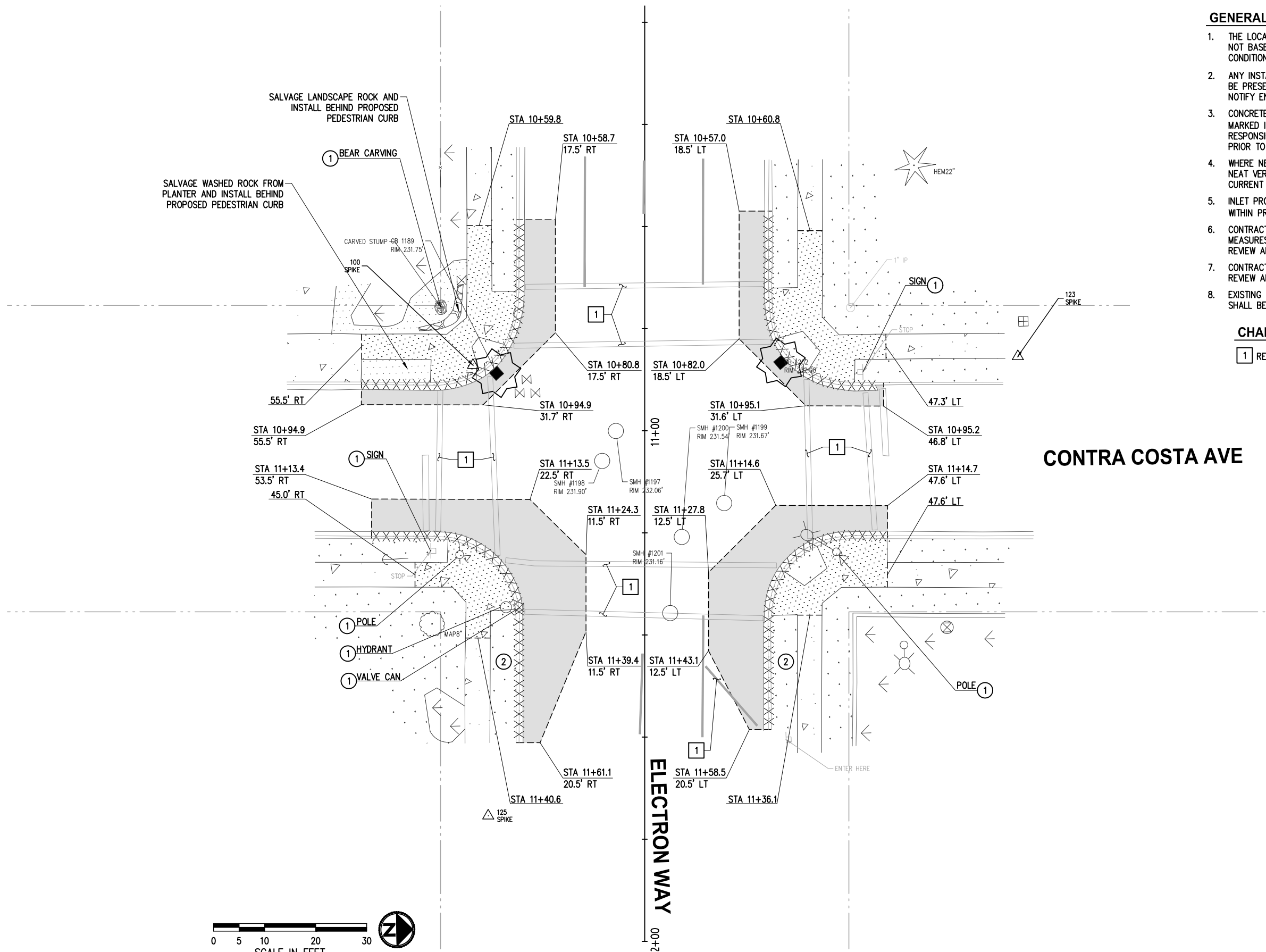


CITY OF FIRCREST
ELECTRON WAY AND CONTRA COSTRA AVE
INTERSECTION IMPROVEMENTS

TYPICAL SECTIONS AND DETAILS

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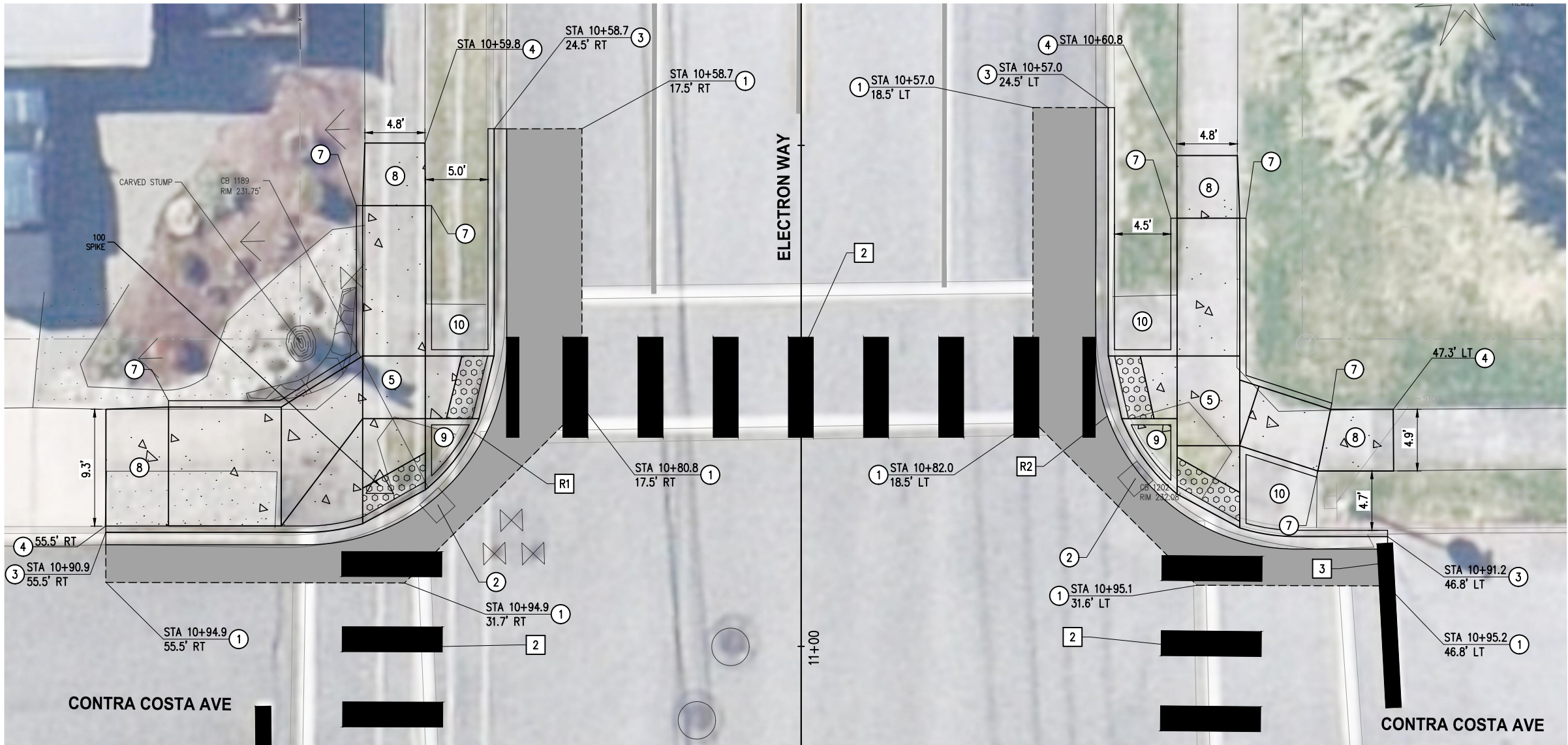


**CITY OF FIRCREST
ELECTRON WAY AND CONTRA COSTA AVE
INTERSECTION IMPROVEMENTS**

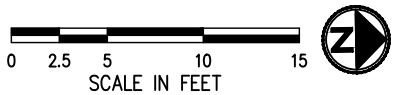
SITE PREPARATION PLAN

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| CURVE TABLE | | | | |
|-------------|-----------|--------|---------|--------|
| ## | DELTA | RADIUS | TANGENT | LENGTH |
| R1 | 90°00'00" | 15.0' | 15.0' | 23.6' |



| CURVE TABLE | | | | |
|-------------|-----------|--------|---------|--------|
| ## | DELTA | RADIUS | TANGENT | LENGTH |
| R2 | 90°00'00" | 15.0' | 15.0' | 23.6' |

- GENERAL NOTES**
- CURB RAMPS AND LANDINGS SHALL CONFORM TO ALL ADA REQUIREMENTS, UNLESS OTHERWISE SPECIFIED ON THESE SHEETS.
 - PROPOSED TRAFFIC CURB & GUTTER, SIDEWALK, AND CURB RAMPS SHALL BE INSTALLED PER THEIR RESPECTIVE WSDOT STD PLANS AND SECTION A, SHEET 3.
 - ALL AREAS DISTURBED BUT NOT SPECIFICALLY SHOWN FOR RESTORATION IN THE PLANS SHALL BE RESTORED PER THE RESTORATION TABLE, SHEET 3.
 - DEPRESSED CURB AND GUTTER WIDTH SHALL BE VARIED THROUGH ADA LANDING TO MATCH THE FRONT EDGE OF DETECTABLE WARNING SURFACE AS SHOWN IN PLANS AND DETAIL 3, SHEET 3. THE CORNERS OF DETECTABLE WARNING TILE SHALL BE LOCATED AT BACK OF CURB.

- CONSTRUCTION NOTES**
- MATCH EXISTING.
 - OFFSET TYPE 1 RISERS TO ADJUST FRAME AND GRATE TO FLOWLINE. THE INLET OPENING SHALL PROVIDE AT LEAST 8" CLEAR SPACE.
 - INSTALL CEMENT CONC TRAFFIC CURB AND GUTTER PER WSDOT STD PLAN F-10.12.
 - INSTALL CEMENT CONC SIDEWALK PER WSDOT STD PLAN F-30.10.
 - INSTALL CEMENT CONC. CURB RAMP COMBINATION (MODIFIED) PER WSDOT STD PLAN F-40.14.
 - CONSTRUCT RRFB FOUNDATION PER WSDOT STD PLAN J-21.10 AND POLE SCHEDULE, THIS SHEET, EXCEPT BOLT CIRCLE SHALL BE PER RRFB BOLT CIRCLE TEMPLATE DETAIL, SHEET 3. FURNISH AND INSTALL ONE SOLAR POWERED RRFB ASSEMBLY INCLUDING ONE RRFB POLE, ONE CONTROL CABINET WITH SOLAR PANEL, TWO RRFB LIGHT BARS, ONE APS TYPE PUSH BUTTON ASSEMBLY, AND SIGNS PER DETAIL 2 SHEET 3. SEE SPECIAL PROVISIONS.
 - INSTALL CEMENT CONC PEDESTRIAN CURB PER WSDOT STD PLAN F-10.12. CURB FACE REVEAL MAY BE ADJUSTED UP TO A 12" HEIGHT BASED ON EXISTING GRADE AT BACK OF SIDEWALK.
 - CONSTRUCT CEMENT CONC TRANSITION PANEL PER DETAIL 1, SHEET 3.
 - INSTALL CEMENT CONC PLANTER PER SECTION A, SHEET 3.
 - RESTORE PLANTER AREAS WITH SOD PER RESTORATION TABLE, SHEET 3.

- CHANNELIZATION NOTES**
- INSTALL CROSSWALK PER WSDOT STD PLAN M-15.10.
 - INSTALL 18" WHITE STOP PER WSDOT STD PLAN M-24.60.

- LEGEND**
- CONCRETE SIDEWALK/CURB RAMP
 - 4" HMA PAVEMENT PATCH PER DETAIL A, SHEET 3
 - DETECTABLE WARNING SURFACE
 - EXISTING RIGHT-OF-WAY (GIS)
 - SAWCUT LINE
 - CATCH BASIN INLET PROTECTION
 - RECTANGULAR RAPID FLASHING BEACON (RRFB, SOLAR) AND POLE

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KPG PSOMAS

Tacoma
2502 Jefferson Avenue
Tacoma, WA 98402 253.627.0720
Seattle | Wenatchee | KPG.com

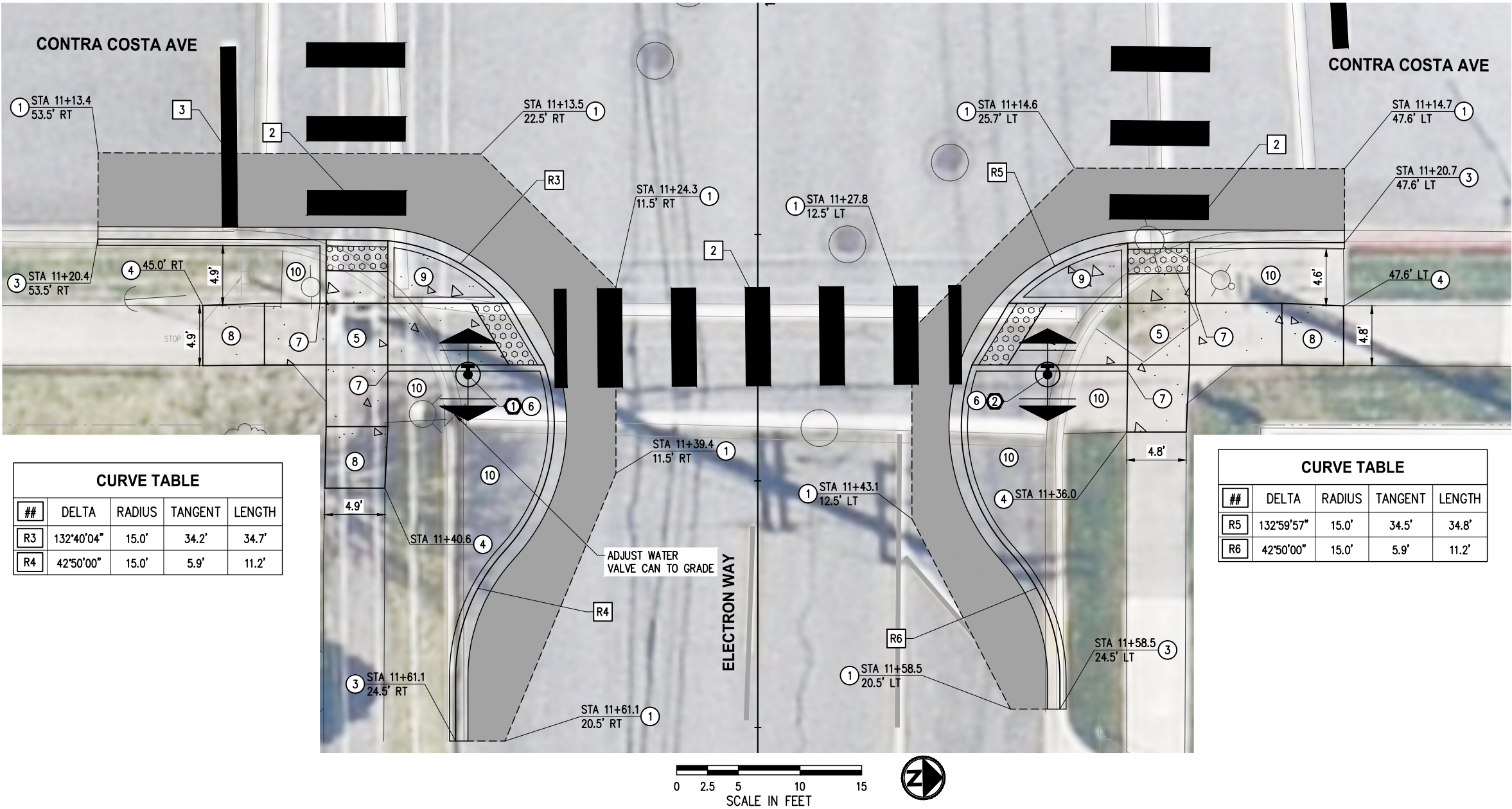
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CITY OF FIRCREST
ELECTRON WAY AND CONTRA COSTRA AVE
INTERSECTION IMPROVEMENTS

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| CURB RAMP PLAN WEST CURB RAMPS | |
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- GENERAL NOTES**
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 - PROPOSED TRAFFIC CURB & GUTTER, SIDEWALK, AND CURB RAMP SHALL BE INSTALLED PER THEIR RESPECTIVE WSDOT STD PLANS AND SECTION A, SHEET 3.
 - ALL AREAS DISTURBED BUT NOT SPECIFICALLY SHOWN FOR RESTORATION IN THE PLANS SHALL BE RESTORED PER THE RESTORATION TABLE, SHEET 3.
 - DEPRESSED CURB AND GUTTER WIDTH SHALL BE VARIED THROUGH ADA LANDING TO MATCH THE FRONT EDGE OF DETECTABLE WARNING SURFACE AS SHOWN IN PLANS AND DETAIL 3, SHEET 3. THE CORNERS OF DETECTABLE WARNING TILE SHALL BE LOCATED AT BACK OF CURB.

- CONSTRUCTION NOTES**
- MATCH EXISTING.
 - OFFSET TYPE 1 RISERS TO ADJUST FRAME AND GRATE TO FLOWLINE. THE INLET OPENING SHALL PROVIDE AT LEAST 8" CLEAR SPACE.
 - INSTALL CEMENT CONC TRAFFIC CURB AND GUTTER PER WSDOT STD PLAN F-10.12.
 - INSTALL CEMENT CONC SIDEWALK PER WSDOT STD PLAN F-30.10.
 - INSTALL CEMENT CONC. CURB RAMP COMBINATION (MODIFIED) PER WSDOT STD PLAN F-40.14.
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 - INSTALL CEMENT CONC PLANTER PER SECTION A, SHEET 3.
 - RESTORE PLANTER AREAS WITH SOD PER RESTORATION TABLE, SHEET 3.

- CHANNELIZATION NOTES**
- INSTALL CROSSWALK PER WSDOT STD PLAN M-15.10.
 - INSTALL 18" WHITE STOP PER WSDOT STD PLAN M-24.60.

- LEGEND**
- CONCRETE SIDEWALK/CURB RAMP
 - 4" HMA PAVEMENT PATCH PER DETAIL A, SHEET 3
 - DETECTABLE WARNING SURFACE
 - EXISTING RIGHT-OF-WAY (GIS)
 - SAWCUT LINE
 - CATCH BASIN INLET PROTECTION
 - RECTANGULAR RAPID FLASHING BEACON (RRFB, SOLAR) AND POLE

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**CITY OF FIRCREST
ELECTRON WAY AND CONTRA COSTA AVE
INTERSECTION IMPROVEMENTS**

**CURB RAMP PLAN
EAST CURB RAMP**

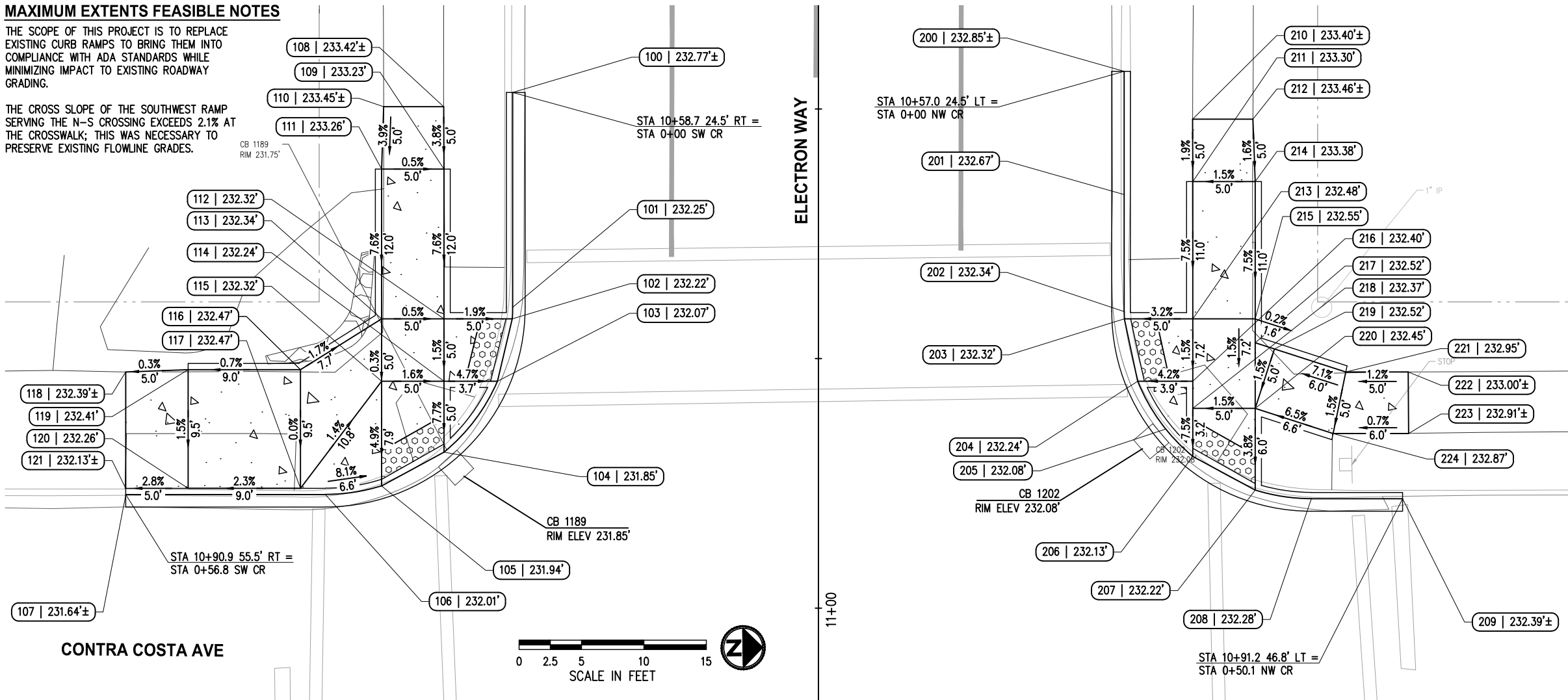
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MAXIMUM EXTENTS FEASIBLE NOTES

THE SCOPE OF THIS PROJECT IS TO REPLACE EXISTING CURB RAMPS TO BRING THEM INTO COMPLIANCE WITH ADA STANDARDS WHILE MINIMIZING IMPACT TO EXISTING ROADWAY GRADING.

THE CROSS SLOPE OF THE SOUTHWEST RAMP SERVING THE N-S CROSSING EXCEEDS 2.1% AT THE CROSSWALK; THIS WAS NECESSARY TO PRESERVE EXISTING FLOWLINE GRADES.



GENERAL NOTES

- CURB RAMPS AND LANDINGS SHALL CONFORM TO ALL ADA REQUIREMENTS, UNLESS OTHERWISE SPECIFIED ON THESE SHEETS.
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- ALL AREAS DISTURBED BUT NOT SPECIFICALLY SHOWN FOR RESTORATION IN THE PLANS SHALL BE RESTORED PER THE RESTORATION TABLE, SHEET 3.
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NW CR FLOWLINE POINTS

| NUMBER | STATION | OFFSET | FL ELEV | DESCRIPTION |
|--------|---------|----------|---------|-------------|
| 200 | 10+57.0 | 24.5' LT | 232.85± | MATCH |
| 201 | 10+66.9 | 24.5' LT | 232.67 | PVI |
| 202 | 10+76.2 | 24.5' LT | 232.34 | PC, R=15' |
| 203 | 10+76.8 | 24.5' LT | 232.32 | RAMP, PVI |
| 204 | 10+81.8 | 25.6' LT | 232.24 | RAMP, PVI |
| 205 | 10+85.6 | 27.8' LT | 232.08 | LP, PVI |
| 206 | 10+87.8 | 30.0' LT | 232.13 | RAMP |
| 207 | 10+90.5 | 35.0' LT | 232.22 | RAMP |
| 208 | 10+91.2 | 39.5' LT | 232.28 | PT |
| 209 | 10+91.2 | 46.8' LT | 232.39± | MATCH |

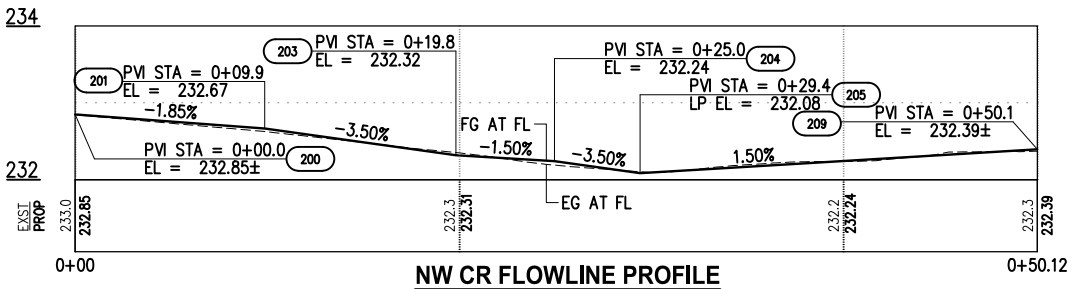
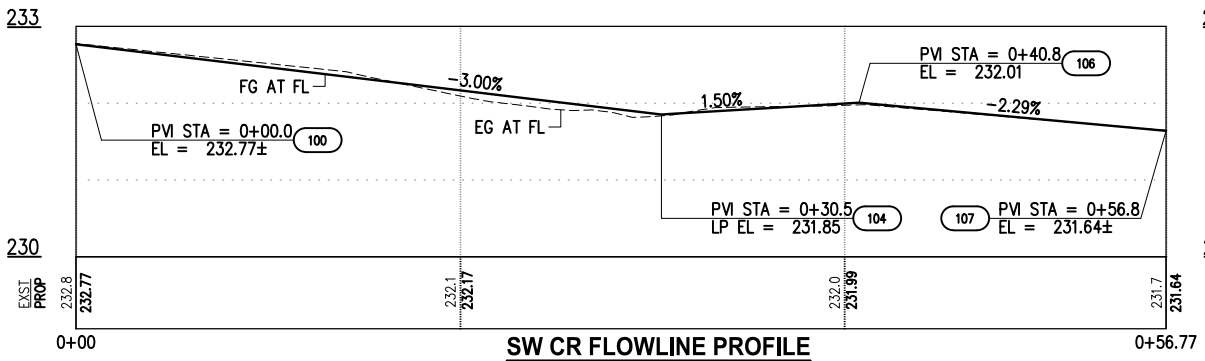
SW CR FLOWLINE POINTS

| NUMBER | STATION | OFFSET | FL ELEV | DESCRIPTION |
|--------|---------|----------|---------|---------------|
| 100 | 10+58.7 | 24.5' RT | 232.77± | MATCH |
| 101 | 10+75.9 | 24.5' RT | 232.25 | PC, R=15' |
| 102 | 10+76.8 | 24.5' RT | 232.22 | RAMP |
| 103 | 10+81.8 | 25.7' RT | 232.07 | RAMP |
| 104 | 10+87.5 | 30.0' RT | 231.85 | RAMP, LP, PVI |
| 105 | 10+90.2 | 35.0' RT | 231.94 | RAMP |
| 106 | 10+90.9 | 39.5' RT | 232.01 | PT, PVI |
| 107 | 10+90.9 | 55.5' RT | 231.64± | MATCH |

LEGEND

- DETECTABLE WARNING SURFACE
- CEMENT CONCRETE
- POINT NUMBER | POINT ELEVATION

| SW CR SIDEWALK POINTS | | | | |
|-----------------------|---------|----------|---------|-------------------------------|
| NUMBER | STATION | OFFSET | ELEV | DESCRIPTION |
| 108 | 10+59.8 | 30.0' RT | 233.42± | MATCH |
| 109 | 10+64.8 | 30.0' RT | 233.23 | RAMP |
| 110 | 10+59.8 | 34.8' RT | 233.45± | MATCH |
| 111 | 10+64.8 | 35.0' RT | 233.26 | RAMP |
| 112 | 10+76.8 | 30.0' RT | 232.32 | RAMP/LANDING |
| 113 | 10+76.8 | 35.0' RT | 232.34 | RAMP/LANDING; 12" CURB REVEAL |
| 114 | 10+81.8 | 30.0' RT | 232.24 | RAMP/LANDING |
| 115 | 10+81.8 | 35.0' RT | 232.32 | RAMP/LANDING |
| 116 | 10+80.9 | 41.5' RT | 232.47 | SIDEWALK; 12" CURB REVEAL |
| 117 | 10+90.4 | 41.5' RT | 232.47 | WING |
| 118 | 10+81.1 | 55.5' RT | 232.39± | MATCH |
| 119 | 10+80.9 | 50.5' RT | 232.41 | SIDEWALK |
| 120 | 10+90.4 | 50.5' RT | 232.26 | SIDEWALK |
| 121 | 10+90.4 | 55.5' RT | 232.13± | MATCH |



| NW CR SIDEWALK POINTS | | | | |
|-----------------------|---------|----------|---------|--------------|
| NUMBER | STATION | OFFSET | ELEV | DESCRIPTION |
| 210 | 10+60.8 | 30.0' LT | 233.40± | MATCH |
| 211 | 10+65.8 | 30.0' LT | 233.30 | RAMP |
| 212 | 10+60.8 | 34.8' LT | 233.46± | MATCH |
| 213 | 10+76.8 | 30.0' LT | 232.48 | RAMP/LANDING |
| 214 | 10+65.8 | 35.0' LT | 233.38 | RAMP |
| 215 | 10+76.8 | 35.0' LT | 232.55 | RAMP/LANDING |
| 216 | 10+81.8 | 30.0' LT | 232.40 | RAMP/LANDING |
| 217 | 10+78.7 | 35.0' LT | 232.52 | LANDING, AP |
| 218 | 10+84.0 | 30.0' LT | 232.37 | RAMP/LANDING |
| 219 | 10+79.2 | 36.5' LT | 232.52 | RAMP/LANDING |
| 220 | 10+84.0 | 35.0' LT | 232.45 | RAMP/LANDING |
| 221 | 10+81.1 | 42.3' LT | 232.95 | RAMP, AP |
| 222 | 10+81.1 | 47.3' LT | 233.00± | MATCH |
| 223 | 10+86.0 | 47.3' LT | 232.91± | MATCH |
| 224 | 10+86.0 | 41.2' LT | 232.87 | RAMP, AP |

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| Approved By | | 9FIR010200CURBRAMP_GRADING.dwg |
| ENGINEERING MANAGER | DATE | RBD 09/2024 |
| PROJECT MANAGER | DATE | HH 09/2024 |
| PROJECT ENGINEER | DATE | TEW 09/2024 |
| | DATE | CHECKED BY 09/2024 |



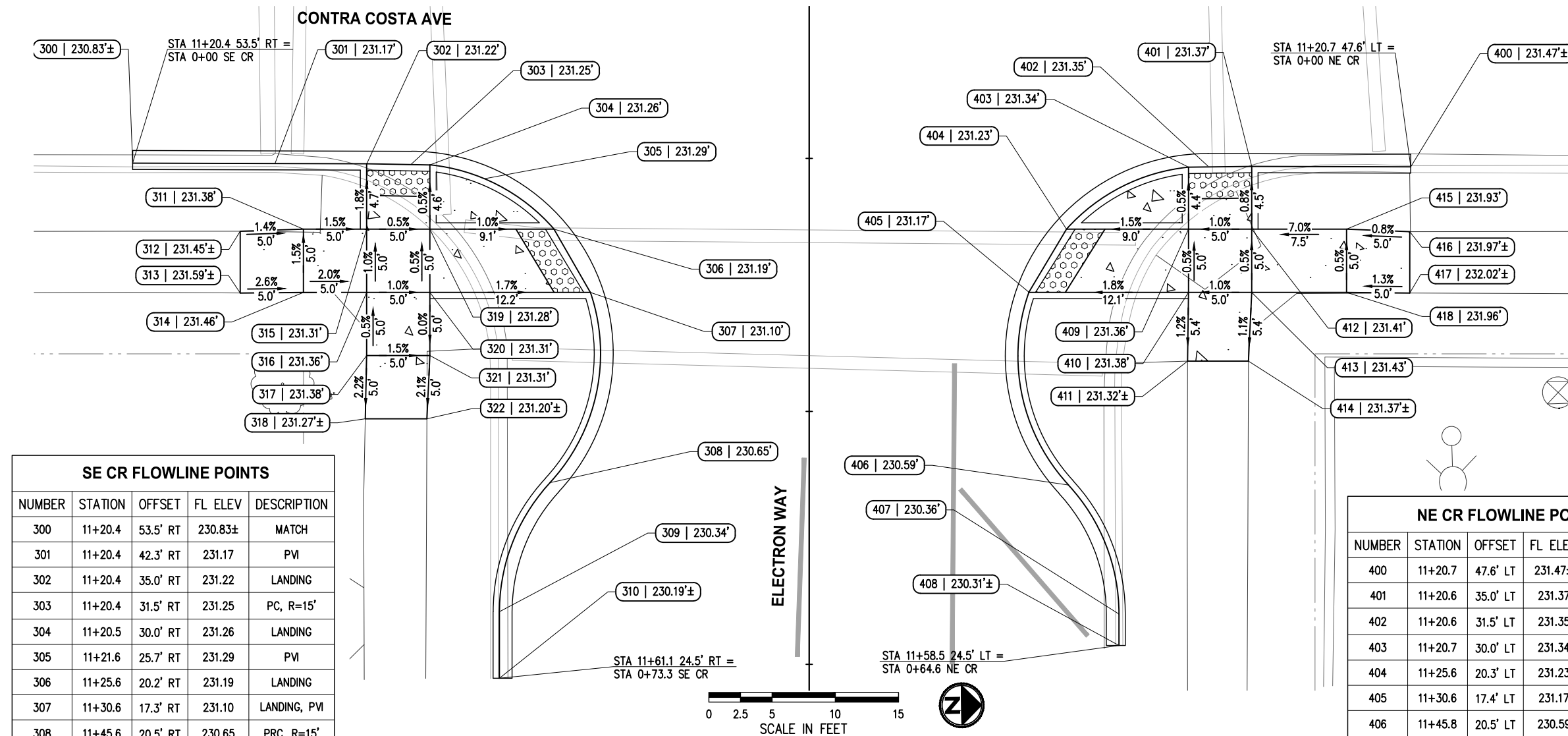
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CITY OF FIRCREST
ELECTRON WAY AND CONTRA COSTA AVE
INTERSECTION IMPROVEMENTS

CURB RAMP PLAN
WEST CURB RAMPS GRADING

KPG PROJ. No. 9FIR010200 SHT 7 OF 17



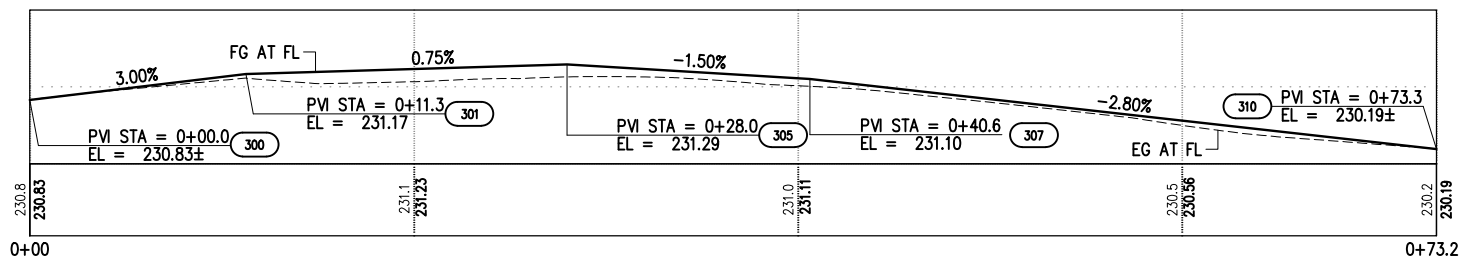
| SE CR FLOWLINE POINTS | | | | |
|-----------------------|---------|----------|---------|--------------|
| NUMBER | STATION | OFFSET | FL ELEV | DESCRIPTION |
| 300 | 11+20.4 | 53.5' RT | 230.83± | MATCH |
| 301 | 11+20.4 | 42.3' RT | 231.17 | PVI |
| 302 | 11+20.4 | 35.0' RT | 231.22 | LANDING |
| 303 | 11+20.4 | 31.5' RT | 231.25 | PC, R=15' |
| 304 | 11+20.5 | 30.0' RT | 231.26 | LANDING |
| 305 | 11+21.6 | 25.7' RT | 231.29 | PVI |
| 306 | 11+25.6 | 20.2' RT | 231.19 | LANDING |
| 307 | 11+30.6 | 17.3' RT | 231.10 | LANDING, PVI |
| 308 | 11+45.6 | 20.5' RT | 230.65 | PRC, R=15' |
| 309 | 11+55.8 | 24.5' RT | 230.34 | PT |
| 310 | 11+61.1 | 24.5' RT | 230.19± | MATCH |

| SE CR SIDEWALK POINTS | | | | |
|-----------------------|---------|----------|---------|--------------|
| NUMBER | STATION | OFFSET | ELEV | DESCRIPTION |
| 311 | 11+25.6 | 40.0' RT | 231.38 | RAMP |
| 312 | 11+25.8 | 45.0' RT | 231.45± | MATCH |
| 313 | 11+30.6 | 45.0' RT | 231.59± | MATCH |
| 314 | 11+30.6 | 40.0' RT | 231.46 | RAMP |
| 315 | 11+25.6 | 35.0' RT | 231.31 | RAMP/LANDING |
| 316 | 11+30.6 | 35.0' RT | 231.36 | RAMP/LANDING |
| 317 | 11+35.6 | 35.0' RT | 231.38 | SIDEWALK |
| 318 | 11+40.6 | 35.1' RT | 231.27± | MATCH |
| 319 | 11+25.6 | 30.0' RT | 231.28 | LANDING |
| 320 | 11+30.6 | 30.0' RT | 231.31 | LANDING |
| 321 | 11+35.6 | 30.0' RT | 231.31 | SIDEWALK |
| 322 | 11+40.6 | 30.2' RT | 231.20± | MATCH |

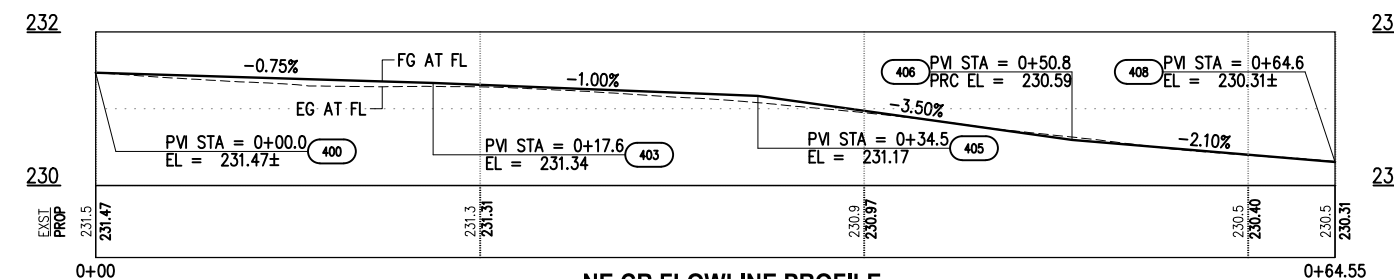
| NE CR FLOWLINE POINTS | | | | |
|-----------------------|---------|----------|---------|-----------------|
| NUMBER | STATION | OFFSET | FL ELEV | DESCRIPTION |
| 400 | 11+20.7 | 47.6' LT | 231.47± | MATCH |
| 401 | 11+20.6 | 35.0' LT | 231.37 | LANDING |
| 402 | 11+20.6 | 31.5' LT | 231.35 | PC, R=15' |
| 403 | 11+20.7 | 30.0' LT | 231.34 | LANDING, PVI |
| 404 | 11+25.6 | 20.3' LT | 231.23 | LANDING |
| 405 | 11+30.6 | 17.4' LT | 231.17 | LANDING, PVI |
| 406 | 11+45.8 | 20.5' LT | 230.59 | PRC, R=15', PVI |
| 407 | 11+56.0 | 24.5' LT | 230.36 | PT |
| 408 | 11+58.5 | 24.5' LT | 230.31± | MATCH |

| NE CR SIDEWALK POINTS | | | | |
|-----------------------|---------|----------|---------|--------------|
| NUMBER | STATION | OFFSET | ELEV | DESCRIPTION |
| 409 | 11+25.6 | 30.0' LT | 231.36 | LANDING |
| 410 | 11+30.6 | 30.0' LT | 231.38 | LANDING |
| 411 | 11+36.0 | 29.9' LT | 231.32± | MATCH |
| 412 | 11+25.6 | 35.0' LT | 231.41 | RAMP/LANDING |
| 413 | 11+30.6 | 35.0' LT | 231.43 | RAMP/LANDING |
| 414 | 11+36.0 | 34.7' LT | 231.37± | MATCH |
| 415 | 11+25.6 | 42.5' LT | 231.93 | RAMP |
| 416 | 11+25.8 | 47.5' LT | 231.97± | MATCH |
| 417 | 11+30.6 | 47.5' LT | 232.02± | MATCH |
| 418 | 11+30.6 | 42.5' LT | 231.96 | RAMP |

- ## GENERAL NOTES
-
1. CURB RAMPS AND LANDINGS SHALL CONFORM TO ALL ADA REQUIREMENTS, UNLESS OTHERWISE SPECIFIED ON THESE SHEETS.
 2. PROPOSED TRAFFIC CURB & GUTTER, SIDEWALK, AND CURB RAMPS SHALL BE INSTALLED PER THEIR RESPECTIVE WSDOT STD PLANS AND SECTION A, SHEET 3.
 3. ALL AREAS DISTURBED BUT NOT SPECIFICALLY SHOWN FOR RESTORATION IN THE PLANS SHALL BE RESTORED PER THE RESTORATION TABLE, SHEET 3.
 4. DEPRESSED CURB AND GUTTER WIDTH SHALL BE VARIED THROUGH ADA LANDING TO MATCH THE FRONT EDGE OF DETECTABLE WARNING SURFACE AS SHOWN IN PLANS AND DETAIL 3, SHEET 3. THE CORNERS OF DETECTABLE WARNING TILE SHALL BE LOCATED AT BACK OF CURB.



SE CR FLOWLINE PROFILE



NE CR FLOWLINE PROFILE

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| Approved By | | 9FIR01020CURBRAMP GRADING.dwg |
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| ENGINEERING MANAGER | DATE | RBD 09/20/2024 |
| DESIGNED BY | DATE | HH 09/20/2024 |
| PROJECT MANAGER | DATE | DRAWN BY DATE |
| | | TEW 09/20/2024 |
| PROJECT ENGINEER | DATE | CHECKED BY DATE |

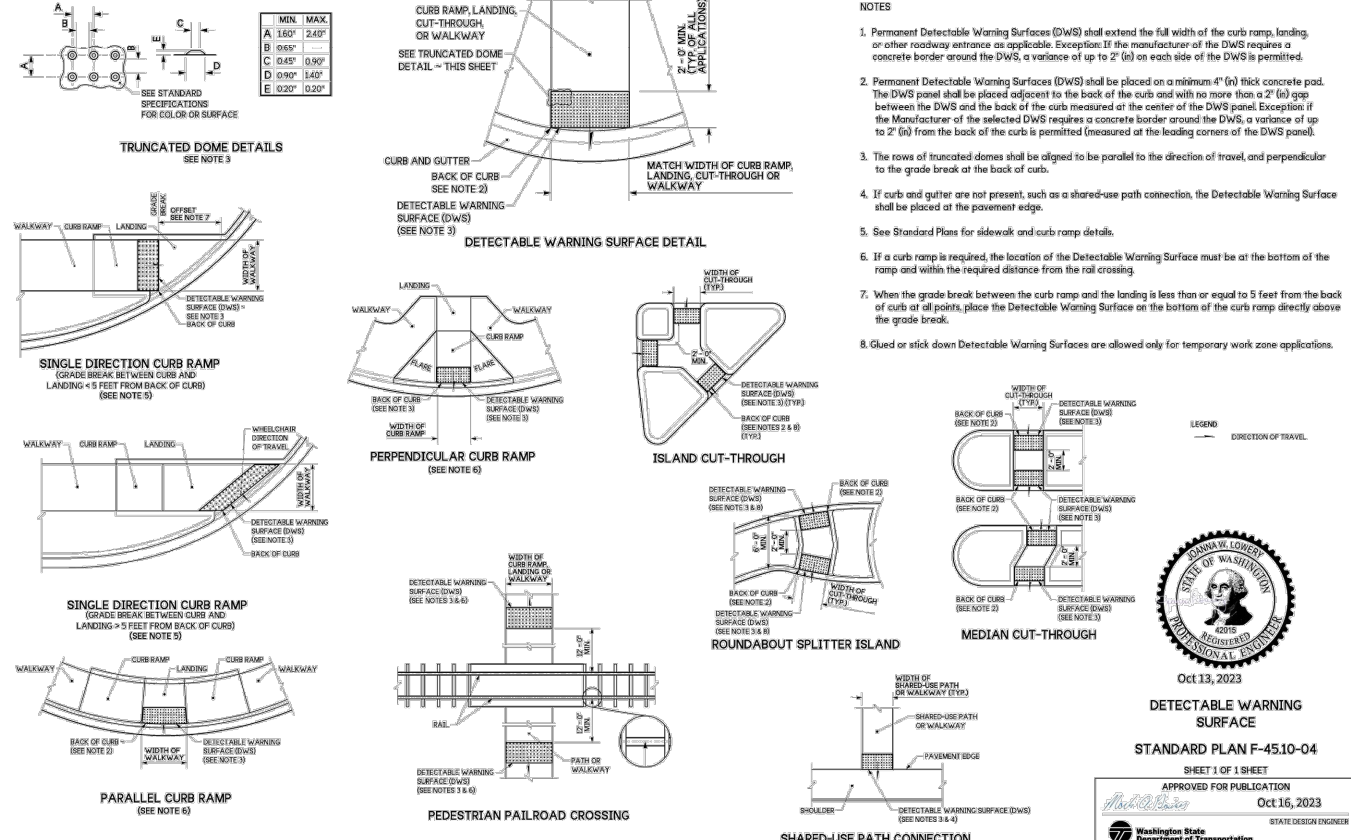
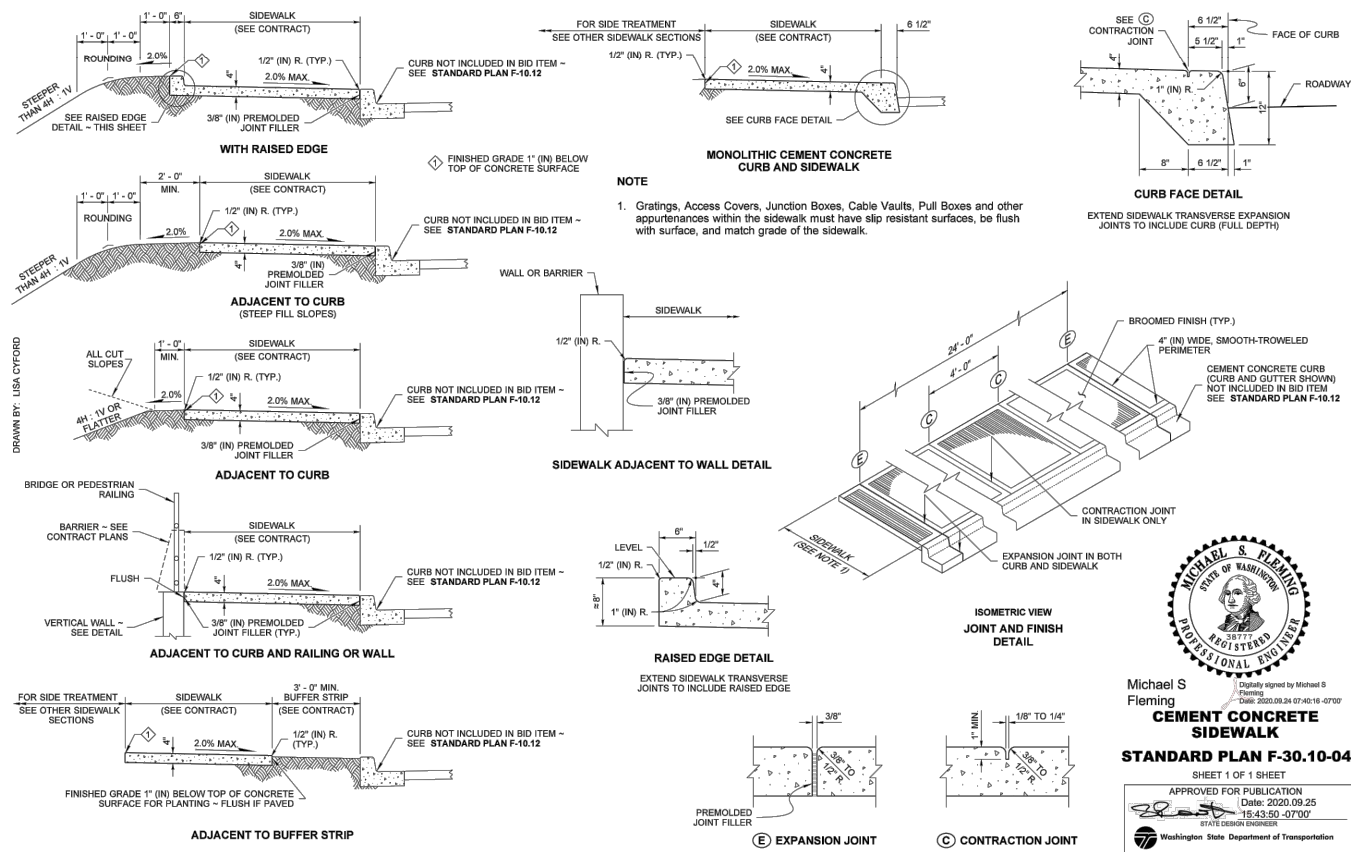
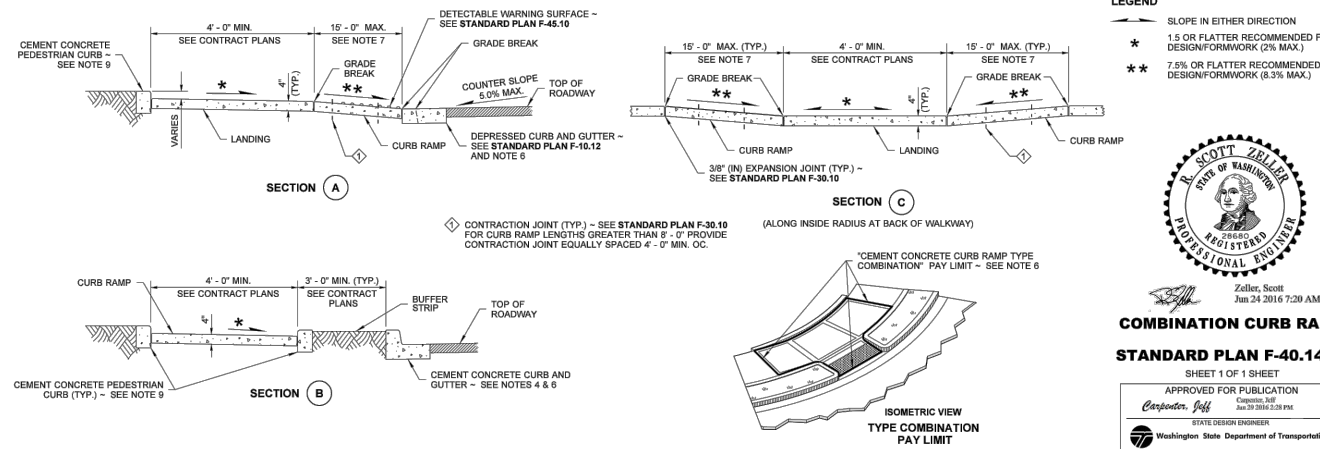
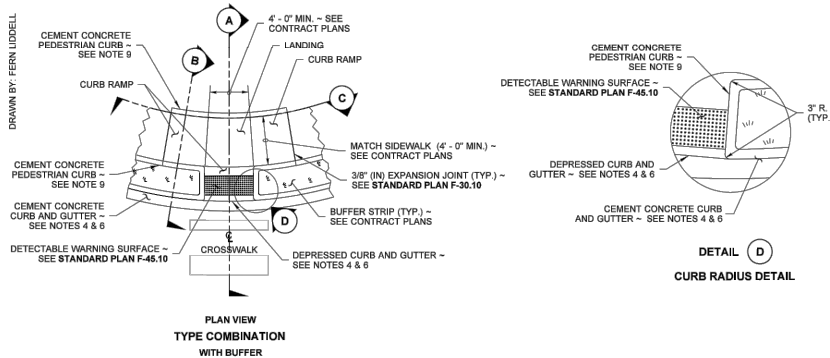
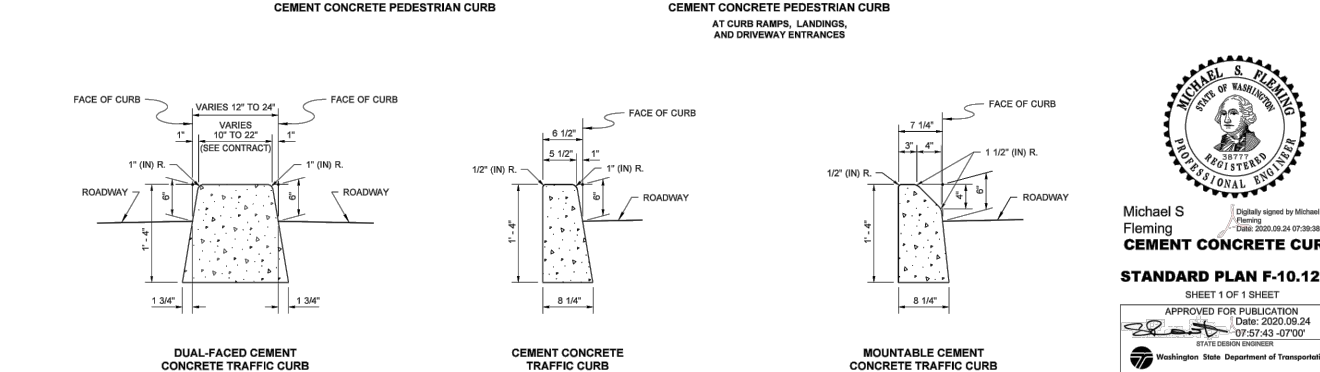
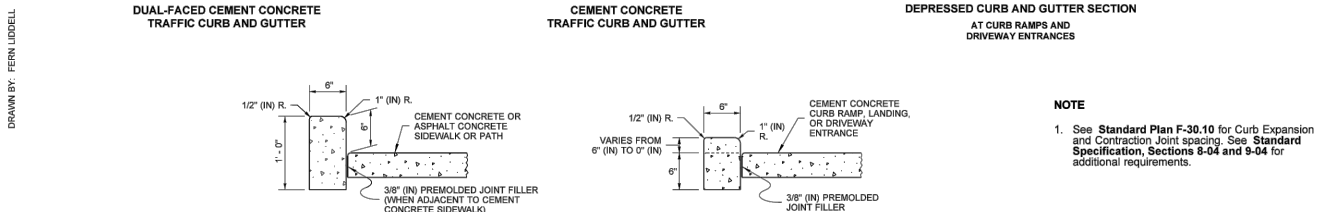
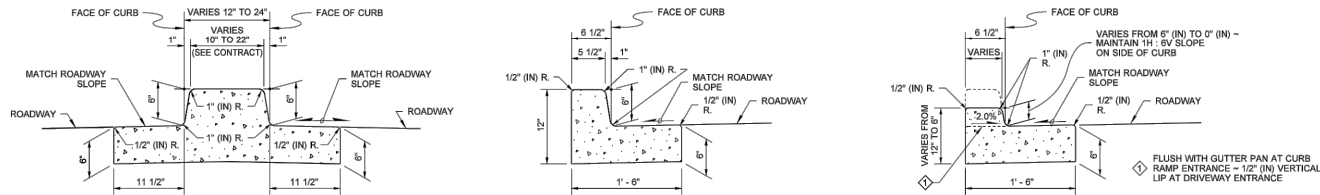


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CITY OF FIRCREST
ELECTRON WAY AND CONTRA COSTRA AVE
INTERSECTION IMPROVEMENTS

CURB RAMP PLAN
EAST CURB RAMPS GRADING



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| Approved By | | 9FIR010200WSDOT-DET.dwg FILENAME | |
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| PROJECT MANAGER | DATE | DRAWN BY | DATE |
| PROJECT ENGINEER | DATE | CHECKED BY | DATE |



KPG PSOMAS

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2502 Jefferson Avenue
Tacoma, WA 98402 253.627.0720
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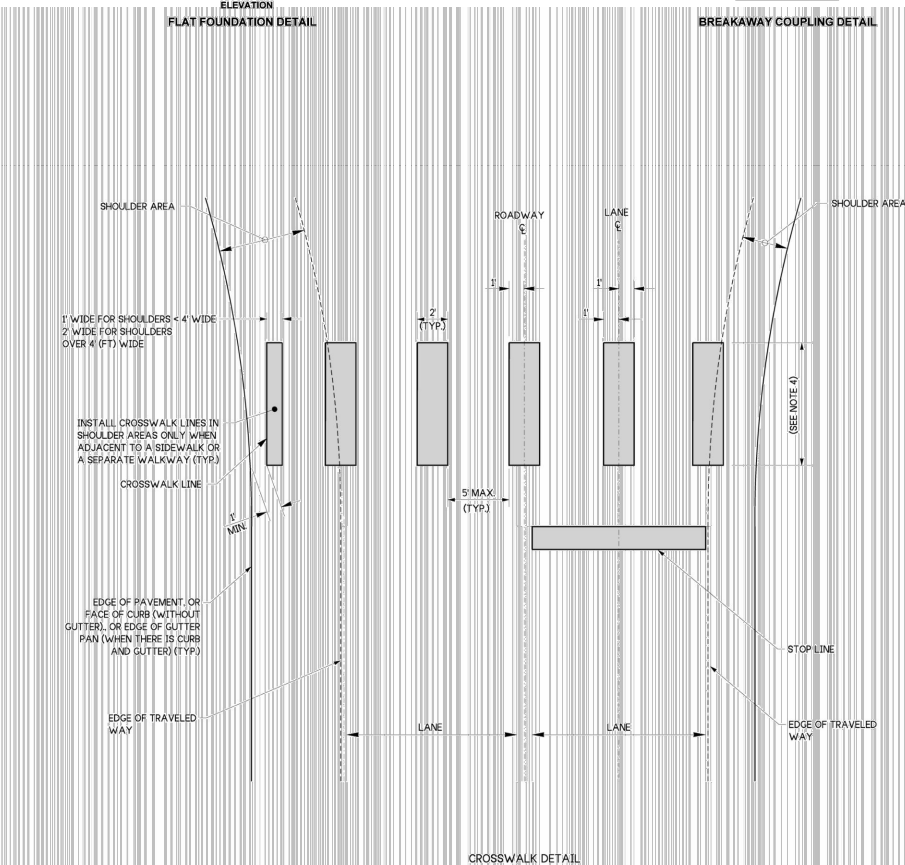
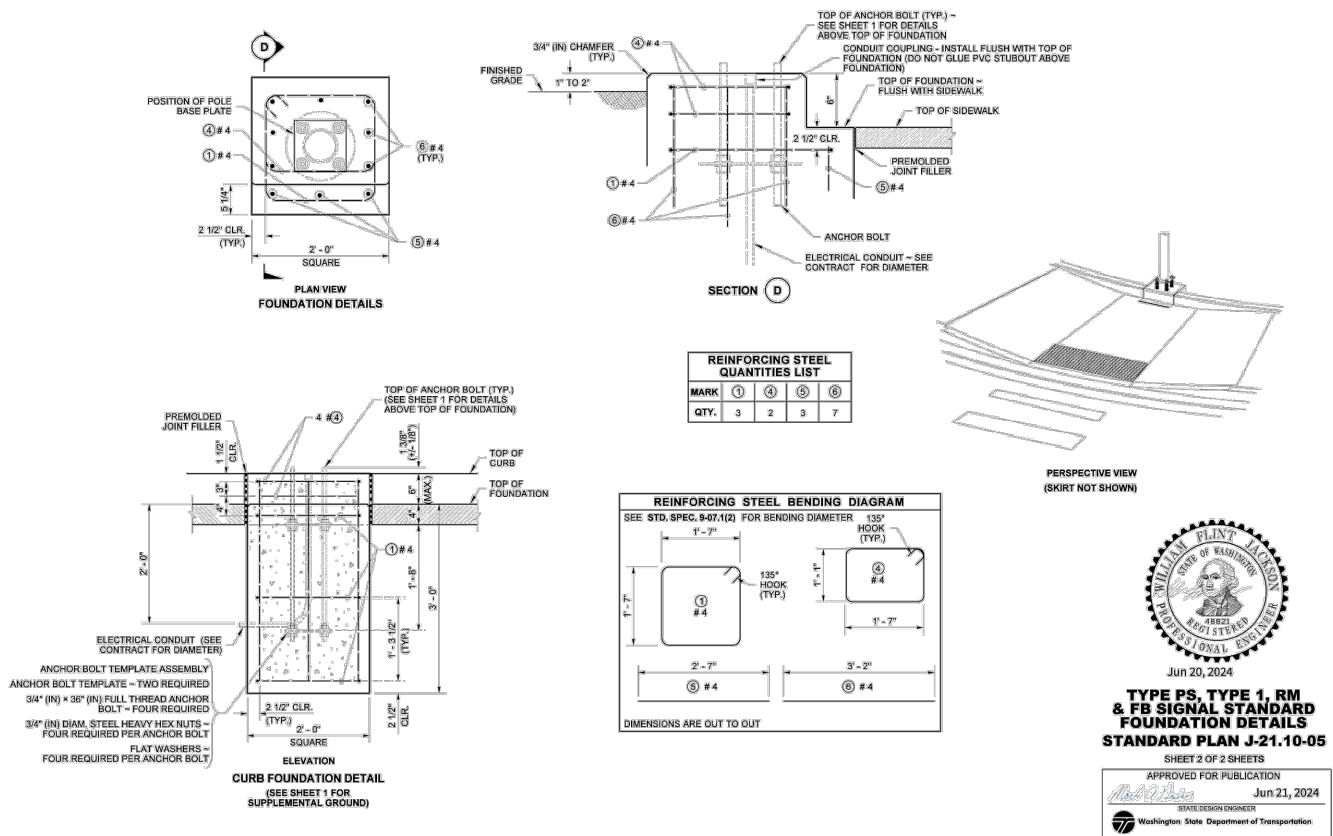
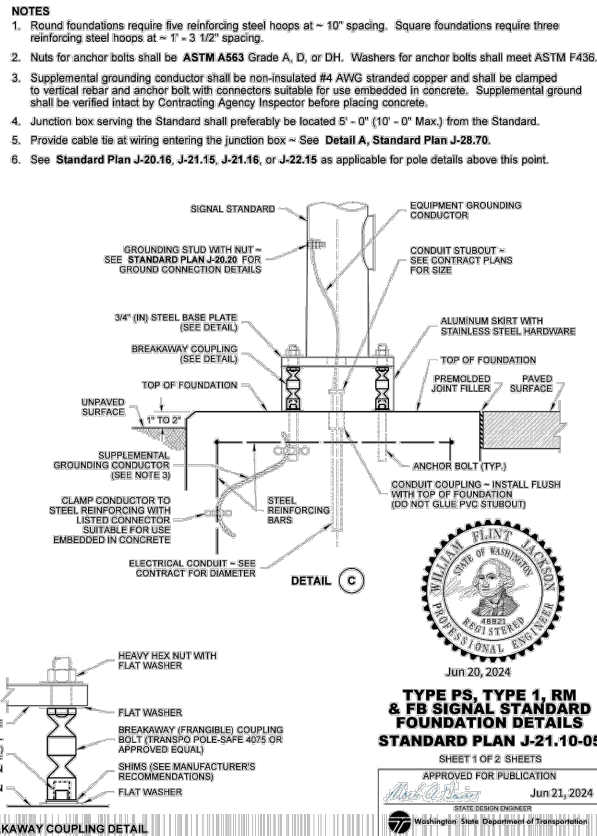
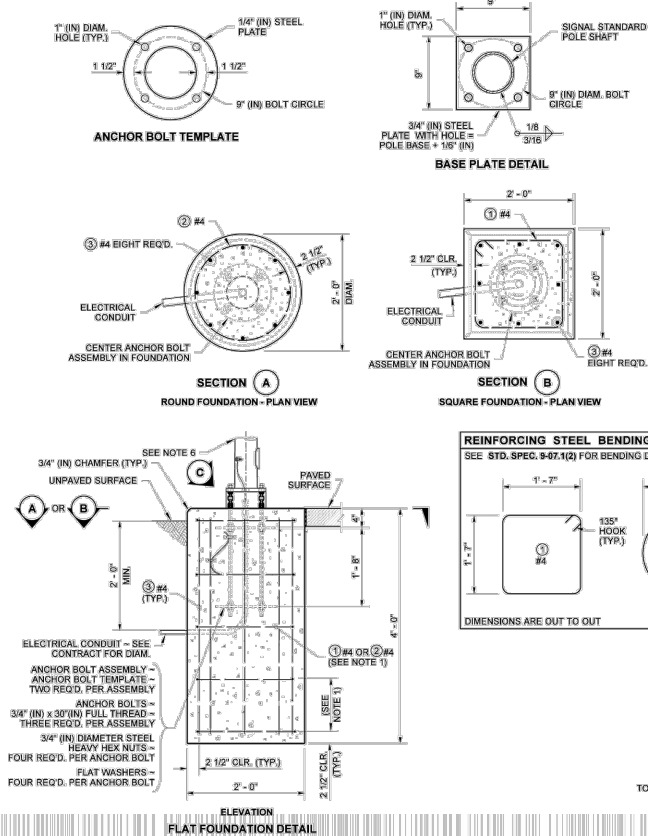
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**CITY OF FIRCREST
ELECTRON WAY AND CONTRA COSTA AVE
INTERSECTION IMPROVEMENTS**

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| WSDOT STANDARD PLANS | |
| KPG PROJ. No. 9FIR010200 | SHT 9 OF 170 |

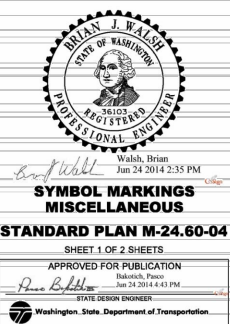
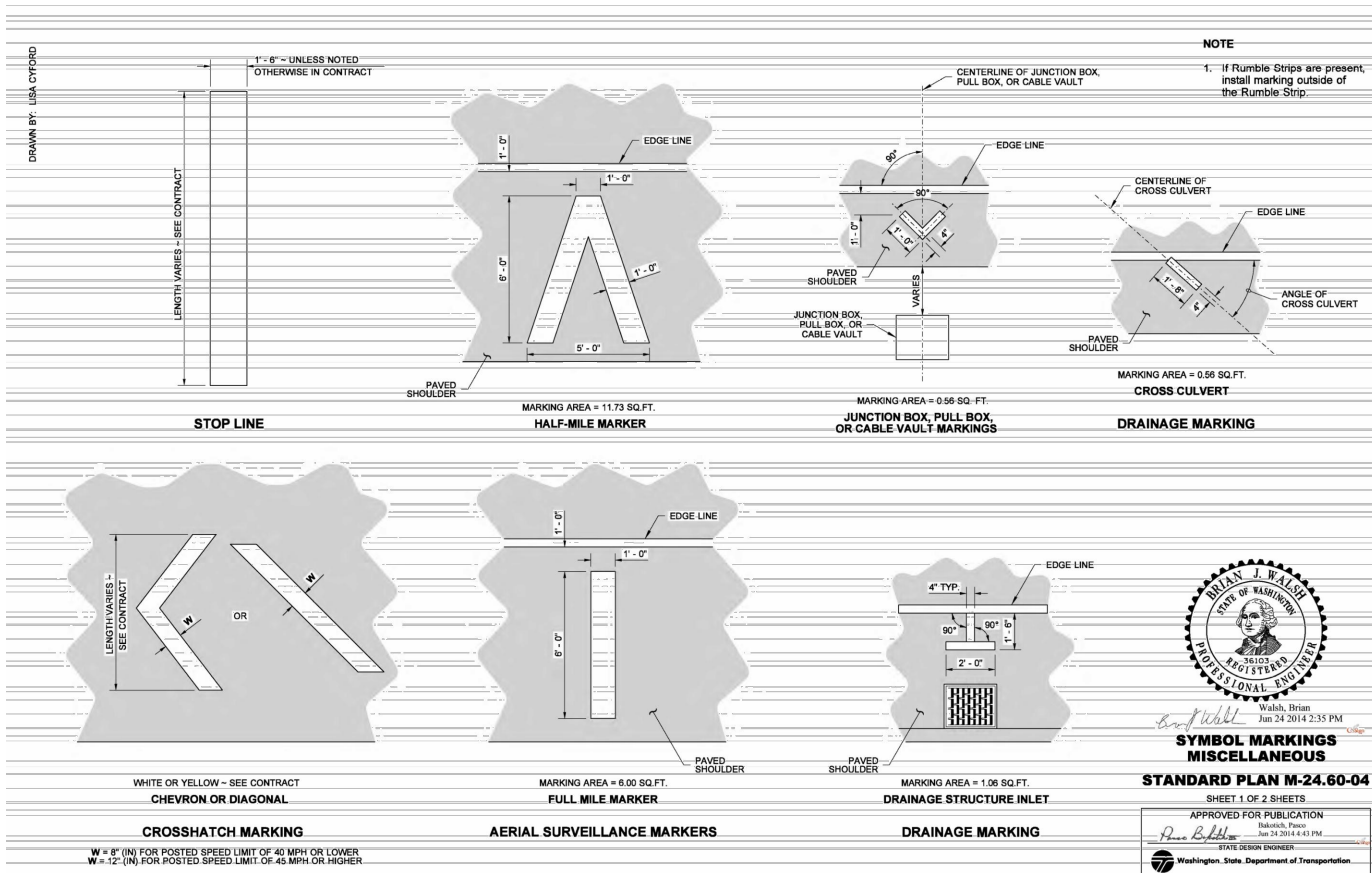
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- NOTES:
1. See Contract Plans for crosswalk locations.
 2. To the maximum extent possible, curb ramp centerline should be perpendicular to the crosswalk centerline.
 3. To the maximum extent possible, crosswalks should be perpendicular to the traveled way centerline.
 4. See Contract plans for crosswalk width.
 5. To maximum extent possible, place crosswalk bars out of the wheel paths.



CROSSWALK LAYOUT
STANDARD PLAN M-15.10-02
SHEET 1 OF 1 SHEET
APPROVED FOR PUBLICATION
JUL 17, 2023
Washington State Department of Transportation



SYMBOL MARKINGS
MISCELLANEOUS
STANDARD PLAN M-24.60-04
SHEET 1 OF 2 SHEETS
APPROVED FOR PUBLICATION
JUN 24 2024 2:35 PM
Washington State Department of Transportation

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| PROJECT ENGINEER | DATE | CHECKED BY | DATE |



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CITY OF FIRCREST
ELECTRON WAY AND CONTRA COSTRA AVE
INTERSECTION IMPROVEMENTS

WSDOT
STANDARD PLANS
KPG PROJ. No. 9FIR010200 | SHT 10 OF 174

CITY OF FIRCREST

*Electron Way and Contra Costa Ave Intersection Improvement
Construction Cost Estimate with Bidder's Tabulations
Bidder's Tabulations
October 15, 2024*

| Bidder Name | Bid Amount | |
|--------------------------------|-------------------|------------|
| Calli Denney Construction | \$ 170,400 | |
| CCT Construction Inc | 186,160 | |
| FTS Excavation | 170,400 | |
| Miles Resources, LLC | 191,239 | |
| NPM Construction | 170,400 | |
| NW Cascade Inc | 201,341 | |
| Puget Paving & Construction | 170,400 | |
| R L Alia Company | 139,600 | Low Bidder |
| Sound Pacific Construction Inc | 233,700 | |
| Transportation Systems | 201,230 | |
| | | |
| Engineer's Estimate | \$ 183,865 | |
| Average Bid Amount | \$ 184,981 | |