

**FIRCREST CITY COUNCIL  
REGULAR MEETING  
AGENDA**

**TUESDAY, FEBRUARY 25, 2025  
7:00 P.M.**

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

	<b>Pg.#</b>
<b>1. CALL TO ORDER</b>	
<b>2. PLEDGE OF ALLEGIANCE</b>	
<b>3. ROLL CALL</b>	
<b>4. PRESIDING OFFICER'S REPORT</b>	
A. State of the City	
B. <a href="#">Proclamation: Women's History Month</a>	2
<b>5. CITY MANAGER COMMENTS</b>	
A. <a href="#">Motion to Appoint AWC Business Meeting Voting Delegates</a>	3
B. <a href="#">Motion to Approve Council Travel</a>	4
<b>6. DEPARTMENT HEAD COMMENTS</b>	
<b>7. COUNCILMEMBER COMMENTS</b>	
<b>8. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA</b> (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.)	
<b>9. COMMITTEE, COMMISSION &amp; LIAISON REPORTS</b>	
A. Administration	
B. Built Environmental, Planning, and Building	
C. Finance, Information Technology, and Facilities	
D. Other Reports	
<b>10. CONSENT CALENDAR</b>	
A. Approval of <a href="#">vouchers</a> /payroll checks	5
B. Approval of Minutes: <a href="#">January 21, 2025, Study Session</a>	15
<a href="#">January 28, 2025, Regular Meeting</a>	17
<a href="#">February 4, 2025, Joint Meeting</a>	21
<b>11. PUBLIC HEARING</b>	
<b>12. UNFINISHED BUSINESS</b>	
<b>13. NEW BUSINESS</b>	
A. <a href="#">Ordinance: Salary Plan Amendment</a>	23
B. <a href="#">Resolution: Fun Days Performers and Entertainment Agreements</a>	33
C. <a href="#">Resolution: Emerson Sidewalk Design Overage Contract</a>	35
D. <a href="#">Resolution: Emerson Sidewalk Construction Management</a>	47
<b>14. CALL FOR FINAL COMMENTS</b>	
<b>15. EXECUTIVE SESSION</b>	
<b>16. ADJOURNMENT</b>	



## ***PROCLAMATION OF THE CITY COUNCIL***

**WHEREAS**, women of every race, class, and ethnic background have made historic contributions to the growth and strength of our nation, state, and city in countless and unrecorded ways; and

**WHEREAS**, women have played and continue to play a critical economic, cultural, and social role in every sphere of life, serving as leaders, educators, healthcare professionals, first responders, business owners, public servants, and community advocates, and have served our country courageously in the military; and

**WHEREAS**, women constitute a significant portion of the labor force working inside and outside of the home and have played a unique role throughout the history of the Nation by providing the majority of the volunteer labor force of the Nation; and

**WHEREAS**, women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation; and

**WHEREAS**, women have been instrumental in championing equity, justice, and opportunity for all, often overcoming significant barriers to advance civil rights, voting rights, and workplace equality; and

**WHEREAS**, despite these contributions, the role of women in history has been consistently overlooked and undervalued in the literature, teaching, and study of history; and

**WHEREAS**, the month of March is designated as Women's History Month to recognize and celebrate the achievements and contributions of women past and present, and to inspire future generations to continue the pursuit of equality and progress; and

**WHEREAS**, the City of Fircrest acknowledges and honors the resilience, innovation, and leadership of women who have shaped our community and continue to strengthen it through their dedication and service.

**NOW, THEREFORE, WE, MAYOR AND COUNCILMEMBERS of the City of Fircrest, do hereby proclaim** the month of March 2025 as **Women's History Month** in the City of Fircrest, Washington and encourage all residents to celebrate the achievements of women, reflect on their invaluable contributions, and support efforts to ensure equality and opportunity for all.

Passed this 25<sup>th</sup> day of February 2025

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Shannon Reynolds, Mayor

## **FIRCREST CITY COUNCIL AGENDA SUMMARY**

**NEW BUSINESS:**       **Motion to Appoint 2025 AWC Annual Business Meeting Voting Delegates**

**ITEM:**               **5A**

**DATE:**               **February 25, 2025**

**FROM:**               **Dawn Masko, City Manager**

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**RECOMMENDED MOTION:**   **I move to appoint (three representatives) as voting delegates representing the City of Fircrest at the AWC Annual Business Meeting in Kennewick, Washington, on Thursday, June 26, 2025.**

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**PROPOSAL:** The Association of Washington Cities (AWC) Annual Business Meeting will be held in Kennewick at the AWC Annual Conference. AWC encourages the City to participate in the meeting by appointing up to three voting delegates. The voting delegates can be either elected officials or appointed staff and can participate either in person or online.

The motion tonight is for the City Council to appoint up to three representatives, whom the City Clerk will provide to AWC as the City's voting delegates for the Annual Business Meeting.

## **FIRCREST CITY COUNCIL AGENDA SUMMARY**

**NEW BUSINESS:**       **Motion to Approve Councilmember Travel**

**ITEM:**               **5B**

**DATE:**               **February 25, 2025**

**FROM:**               **Dawn Masko, City Manager**

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**RECOMMENDED MOTION:**    **I move to approve the expenditure of Council training funds for the following Councilmembers to attend the 2025 Annual AWC Conference in Kennewick, Washington, from June 24<sup>th</sup> – June 27<sup>th</sup>, 2025:**

- **Councilmember**
  - **Councilmember**
- 

**PROPOSAL:** The Association of Washington Cities (AWC) Annual Conference will be held in Kennewick from June 24<sup>th</sup> – June 27<sup>th</sup>, 2025. Councilmembers in attendance will have the opportunity to participate as the City's voting delegates at the Annual Business Meeting held in conjunction with the conference.

Council Rules require the Council to approve any travel authorization where the cost of the associated travel, lodging, and meals would exceed \$150. A City Training Attendance Request form outlining these costs will be provided at the Council meeting.

The motion tonight will approve the expenditure of training funds for Councilmembers to attend the AWC Annual Conference in Kennewick.

# ACCOUNTS PAYABLE

City Of Fircrest

Time: 08:38:40 Date: 02/21/2025

As Of: 02/25/2025

Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
34328	02/12/2025	02/25/2025	4298 AWC Employee Benefit Trust	856.10	03/2025 Retired Medical
	521 22 20 01	LEOFF I Medical Premiums	001 000 521 General Fund	856.10	03/2025 Retired Medical
34380	02/18/2025	02/25/2025	10562 Amazon Capital Services	31.91	Extra Power Cord for Legislative Laptop
	513 10 35 00	Small Tools & Equip - Admir	001 000 513 General Fund	31.91	Extra Power Cord for Legislative Laptop
34353	02/12/2025	02/25/2025	7201 Audio Innovations	400.00	Sound for Daddy Daughter Dance
	573 90 49 01	Community Events	001 000 573 General Fund	400.00	Sound for Daddy Daughter Dance
34361	02/13/2025	02/25/2025	11009 Barger, Kenneth E	180.00	French Interpreting (2 hrs) 24IN98489
	512 51 41 03	Prof Srvs - Interpreter - FMC	001 000 512 General Fund	180.00	French Interpreting (2 hrs) 24IN98489
34357	02/13/2025	02/25/2025	9559 Brown, Linda	30.36	02-00230.3 - 353 ELDORADO AVE
	343 10 00 00	Storm Drain Revenues	415 000 340 Storm Drain	-6.66	
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-7.61	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-16.09	
34343	02/12/2025	02/25/2025	4278 Budget Batteries Inc	165.39	Commons Lift Station Generator Battery Replacement
	535 50 31 01	Oper Supplies - Sewer Main	430 000 535 Sewer Fund (de	165.39	Commons Lift Station Generator Battery Replacement
34345	02/12/2025	02/25/2025	4278 Budget Batteries Inc	77.21	Commons Lift Station Generator Battery Replacement - (Adjusted Invoice Amount - invoice #125810 was charged wrong)
	535 50 31 01	Oper Supplies - Sewer Main	430 000 535 Sewer Fund (de	77.21	Commons Lift Station Generator Battery Replacement - (Adjusted Invoice Amount - invoice #125810 was charged wrong)
34346	02/12/2025	02/25/2025	4278 Budget Batteries Inc	154.36	Battery for Compressor
	548 65 48 12	O & M - Street	501 000 548 Equipment Rent	154.36	Battery for Compressor
Total Budget Batteries Inc				396.96	
34366	02/13/2025	02/25/2025	10229 Casey Civil	4,486.10	P#68 44th St. Lift Station Professional Svcs. thru January 2025
	594 35 63 03	Project Engineering - Sewer	432 000 594 Sewer Improver	4,486.10	P#68 44th St. Lift Station Professional Svcs. thru January 2025
34379	02/18/2025	02/25/2025	5805 CenturyLink (Lumen LD)	20.75	Long Distance Access & Usage 01/2025 & 02/2025

# ACCOUNTS PAYABLE

City Of Fircrest

Time: 08:38:40 Date: 02/21/2025

As Of: 02/25/2025

Page: 2

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
	518 10 42 00	Communication - Non Dept	001 000 518 General Fund	20.75	Long Distance Access & Usage 01/2025 & 02/2025
34374	02/14/2025	02/25/2025	3994 CenturyLink	512.11	Telecommunications - 02/2025
	518 10 42 00	Communication - Non Dept	001 000 518 General Fund	136.01	City Hall Alarm & Fax (2) - 02/2025
	521 22 42 00	Communication - Police	001 000 521 General Fund	265.76	Police BA/Modem & Fax - 02/2025
	531 50 42 00	Communication - Storm	415 000 531 Storm Drain	11.34	PW Alarm - 02/2025
	534 10 42 00	Communication - Water Adr	425 000 534 Water Fund (de	11.34	PW Alarm - 02/2025
	534 10 42 00	Communication - Water Adr	425 000 534 Water Fund (de	32.50	PW DSL/Telemetry - 02/2025
	535 10 42 01	Communication - Sewer Adr	430 000 535 Sewer Fund (de	11.33	PW Alarm - 02/2025
	535 10 42 01	Communication - Sewer Adr	430 000 535 Sewer Fund (de	32.50	PW DSL/Telemetry - 02/2025
	542 30 42 00	Communication - Street Reg	101 000 542 City Street Fund	11.33	PW Alarm - 02/2025
34329	02/12/2025	02/25/2025	4324 City Treasurer-Tacoma	69,221.50	Fire/EMS - 03/2025
	522 20 40 00	Tacoma Contract - Fire	001 000 522 General Fund	21,886.75	Fire - 03/2025
	522 20 41 00	Tacoma Contract - EMS	001 000 522 General Fund	47,334.75	EMS - 03/2025
34363	02/13/2025	02/25/2025	3573 Copiers Northwest Inc	46.68	Printer Usage 12/28/24-01/28/25
	521 22 45 00	Oper Rentals - Copier - Polic	001 000 521 General Fund	46.68	Printer Usage 12/28/24-01/28/25
34327	02/11/2025	02/25/2025	1606 Creten, Allen	59.48	02-03110.2 - 1130 GARDEN CIRCLE
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-41.30	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-18.18	
34389	02/18/2025	02/25/2025	4310 Dept Of Revenue-EXCISE TAX	31.38	January 2025 Excise Taxes
	518 20 43 01	Excise Tax - Time/Temp Ren	001 000 518 General Fund	0.40	January 2025 Excise Taxes
	531 50 44 00	Excise Tax - Storm	415 000 531 Storm Drain	5.67	January 2025 Excise Taxes
	534 10 44 00	Excise Tax - Water	425 000 534 Water Fund (de	6.37	January 2025 Excise Taxes
	534 10 44 00	Excise Tax - Water	425 000 534 Water Fund (de	5.88	January 2025 Excise Taxes
	535 10 44 00	Excise Tax - Sewer	430 000 535 Sewer Fund (de	13.06	January 2025 Excise Taxes
34356	02/13/2025	02/25/2025	2672 Durrett Family Revocable Living Trust	1.59	06-00070.0 - 1124 PARADISE PKWY
	343 10 00 00	Storm Drain Revenues	415 000 340 Storm Drain	-15.26	
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-17.45	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	31.12	
34383	02/18/2025	02/25/2025	7894 Elofson, Margaret	78.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
34266	02/03/2025	02/25/2025	2727 Estate of Gene Hussey	46.75	06-00620.0 - 1236 CORAL DR

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City Of Fircrest

Time: 08:38:40 Date: 02/21/2025

As Of: 02/25/2025

Page: 3

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
343 10 00 00	Storm Drain Revenues		415 000 340 Storm Drain	-30.15	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-3.65	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-12.95	
34362	02/13/2025	02/25/2025	4858 Ewing Irrigation Products Inc	465.57	Ice Melt for All Buildings
518 30 31 01	Oper Supplies - Rec Bldg		001 000 518 General Fund	116.39	Ice Melt for All Buildings
518 30 31 02	Oper Supplies - PSB Bldg		001 000 518 General Fund	116.39	Ice Melt for All Buildings
518 30 31 03	Oper Supplies - PWF		001 000 518 General Fund	116.39	Ice Melt for All Buildings
518 30 31 04	Oper Supplies - CH		001 000 518 General Fund	116.40	Ice Melt for All Buildings
34368	02/14/2025	02/25/2025	4318 Fircrest City of - Interfund (Treasur	3,087.38	February 2025 Interfund
518 30 47 00	Public Utility Services - City I		001 000 518 General Fund	591.39	February 2025 Interfund
531 50 47 02	Public Utility Services - Bldg		415 000 531 Storm Drain	172.63	February 2025 Interfund
531 50 47 02	Public Utility Services - Bldg		415 000 531 Storm Drain	1.67	February 2025 Interfund
534 10 47 00	Utility Services/Building - W		425 000 534 Water Fund (de	172.64	February 2025 Interfund
534 80 47 01	Utility Services/Pumping		425 000 534 Water Fund (de	278.24	February 2025 Interfund
534 80 47 03	Public Utility Services - Mete		425 000 534 Water Fund (de	1.67	February 2025 Interfund
535 10 47 00	Utility Services/Building - Se		430 000 535 Sewer Fund (de	172.64	February 2025 Interfund
535 80 47 04	Public Utility Services - Mete		430 000 535 Sewer Fund (de	1.67	February 2025 Interfund
542 30 47 02	Electricity & Gas/Bldg - Stre		101 000 542 City Street Fund	172.63	February 2025 Interfund
542 30 47 02	Electricity & Gas/Bldg - Stre		101 000 542 City Street Fund	1.68	February 2025 Interfund
542 80 47 00	Public Utility Services - St Be		101 000 542 City Street Fund	9.48	February 2025 Interfund
548 65 47 00	Utility Services/Building - Sh		501 000 548 Equipment Rent	34.50	February 2025 Interfund
571 10 47 00	Public Utility Services - Rec		001 000 571 General Fund	297.17	February 2025 Interfund
576 20 47 00	Public Utility Services - Pool		001 000 576 General Fund	276.68	February 2025 Interfund
576 80 47 00	Public Utility Services - Parks		001 000 576 General Fund	902.69	February 2025 Interfund
34360	02/13/2025	02/25/2025	10764 Frenette, Riley	78.00	Library Reimbursement - 1 Year
572 21 49 00	Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
34372	02/14/2025	02/25/2025	10994 GCP WW Holdco LLC, Whistle Workwear	575.72	Work Attire & Boots - T Scholer
535 10 20 01	Contract Benefits - Sewer Ac		430 000 535 Sewer Fund (de	575.72	Work Attire & Boots - T Scholer
34373	02/14/2025	02/25/2025	10994 GCP WW Holdco LLC, Whistle Workwear	22.82	Hard Hat - T Scholer
535 10 20 01	Contract Benefits - Sewer Ac		430 000 535 Sewer Fund (de	22.82	Hard Hat - T Scholer
Total GCP WW Holdco LLC, Whistle Workwear				598.54	
34350	02/12/2025	02/25/2025	10305 Gunderson Law Office PLLC	12,000.00	City of Fircrest - January 2025

# ACCOUNTS PAYABLE

City Of Fircrest

Time: 08:38:40 Date: 02/21/2025

As Of: 02/25/2025

Page: 4

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
515 41 41 03	City Prosecutor		001 000 515 General Fund	12,000.00	City of Fircrest - January 2025
34347	02/12/2025	02/25/2025 10866	Hinton, M. Pete	130.00	Spanish Interpreting (2 hrs) 24CR75397&8, 24IN86748
512 51 41 03	Prof Srvs - Interpreter - FMC		001 000 512 General Fund	130.00	Spanish Interpreting (2 hrs) 24CR75397&8, 24IN86748
34330	02/12/2025	02/25/2025 3692	Home Depot Credit Services	19.50	Bolts for Benches in Locker Room
518 30 31 03	Oper Supplies - PWF		001 000 518 General Fund	19.50	Bolts for Benches in Locker Room
34331	02/12/2025	02/25/2025 3692	Home Depot Credit Services	7.69	Light for City Hall
518 30 31 04	Oper Supplies - CH		001 000 518 General Fund	7.69	Light for City Hall
34344	02/12/2025	02/25/2025 3692	Home Depot Credit Services	35.91	Diesel Exhaust Fluid for Trucks
548 65 48 12	O & M - Street		501 000 548 Equipment Rent	35.91	Diesel Exhaust Fluid for Trucks
34359	02/13/2025	02/25/2025 3692	Home Depot Credit Services	25.35	Safety Roof Anchor for City Hall
518 30 31 04	Oper Supplies - CH		001 000 518 General Fund	25.35	Safety Roof Anchor for City Hall
Total Home Depot Credit Services				88.45	
34348	02/12/2025	02/25/2025 7524	Hunt, David	78.00	Library Reimbursement - 1 Year
572 21 49 00	Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
34371	02/14/2025	02/25/2025 8544	Johnson, Michelle	78.00	Library Reimbursement - 1 Year
572 21 49 00	Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
34342	02/12/2025	02/25/2025 9817	Kenyon Disend	6,552.50	Attorney Services - January 2025
515 41 41 01	City Attorney		001 000 515 General Fund	1,881.50	Attorney Services - January 2025
515 41 41 02	Special Legal Counsel		001 000 515 General Fund	4,671.00	Attorney Services - January 2025
34377	02/14/2025	02/25/2025 10760	Kimley-Horn and Associates, Inc.	6,252.50	Middle Housing Project (Department of Commerce Grant) - Services thru 01/31/25
558 60 41 00	Prof Svcs - Planning		001 000 558 General Fund	6,252.50	Middle Housing Project (Department of Commerce Grant) - Services thru 01/31/25
34354	02/12/2025	02/25/2025 10290	Mcmanis, Maggie	78.00	Library Reimbursement - 1 Year
572 21 49 00	Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
34385	02/18/2025	02/25/2025 180	Meyer, Yolanda	78.00	Library Reimbursement - 1 Year



# ACCOUNTS PAYABLE

City Of Fircrest

Time: 08:38:40 Date: 02/21/2025

As Of: 02/25/2025

Page: 5

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
572 21 49 00	Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
34386	02/18/2025	02/25/2025	1687 Mika, Robert P.	78.00	Library Reimbursement - 1 Year (Robert)
572 21 49 00	Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year (Robert)
34369	02/14/2025	02/25/2025	5766 Multicare Cntr of Occupational Medicine	259.00	DOT Exams - 01/10/25 - Marez
534 10 20 01	Contract Benefits - Wtr Adm		425 000 534 Water Fund (dep	129.50	DOT Exams - 01/10/25 - Marez
535 10 20 01	Contract Benefits - Sewer Ac		430 000 535 Sewer Fund (dep	129.50	DOT Exams - 01/10/25 - Marez
34365	02/13/2025	02/25/2025	3937 Pape & Sons Construction Inc	33,289.37	P#84B Water Meter Exchange Project - Work Through 01/31/25 - ARPA
594 34 63 01	Other Improvements - Wate		426 000 594 Water Improver	33,289.37	P#84B Water Meter Exchange Project - Work Through 01/31/25 - ARPA
34375	02/14/2025	02/25/2025	3937 Pape & Sons Construction Inc	8,411.57	P#84B Water Meter Exchange Project - Work Through 02/10/25 - ARPA, Parks Irrigation Meter Install
576 80 48 00	Rep & Maint - Parks		001 000 576 General Fund	2,456.40	Parks Irrigation Meter Install
594 34 63 01	Other Improvements - Wate		426 000 594 Water Improver	5,955.17	P#84B Water Meter Exchange Project - Work Through 02/10/25 - ARPA
Total Pape & Sons Construction Inc				41,700.94	
34376	02/14/2025	02/25/2025	354 Parsons, Norman R	115.00	2025 Annual Conference - ERWOW - Tulalip, WA (Meals)
534 10 43 00	Travel - Water Admin		425 000 534 Water Fund (dep	115.00	2025 Annual Conference - ERWOW - Tulalip, WA (Meals)
34381	02/18/2025	02/25/2025	3982 Proforce Law Enforcement, Corp. Office	6,179.22	Trijicon RMR Red Dot Sight (Qty 10) - ARPA
521 21 35 00	Small Tools & Equipment		105 000 521 Police Investigat	4,244.22	Trijicon RMR Red Dot Sight (Qty 10)
521 22 35 00	Small Tools & Equip - Police		001 000 521 General Fund	1,935.00	Trijicon RMR Red Dot Sight (Qty 10) - ARPA
34351	02/12/2025	02/25/2025	4828 Protect Youth Sports	42.40	Personnel Background Checks - Job Applicants
518 11 41 00	Prof Svcs - Personnel		001 000 518 General Fund	42.40	Personnel Background Checks - Job Applicants
34349	02/12/2025	02/25/2025	3986 Puget Sound Energy, BOT-01H	443.14	Natural Gas - PW - January 2025
531 50 47 02	Public Utility Services - Bldg		415 000 531 Storm Drain	110.79	Natural Gas - PW - January 2025
534 10 47 00	Utility Services/Building - W		425 000 534 Water Fund (dep	110.79	Natural Gas - PW - January 2025

# ACCOUNTS PAYABLE

City Of Fircrest

Time: 08:38:40 Date: 02/21/2025

As Of: 02/25/2025

Page: 6

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
535 10 47 00	Utility Services/Building - Se	430 000 535	Sewer Fund (dep	110.78	Natural Gas - PW - January 2025
542 30 47 02	Electricity & Gas/Bldg - Stret	101 000 542	City Street Fund	110.78	Natural Gas - PW - January 2025
34367	02/14/2025	02/25/2025	3986 Puget Sound Energy, BOT-01H	326.72	Natural Gas - City Hall - January 2025
518 30 47 00	Public Utility Services - City I	001 000 518	General Fund	326.72	Natural Gas - City Hall - January 2025
Total Puget Sound Energy, BOT-01H				769.86	
34384	02/18/2025	02/25/2025	10813 Quadient Leasing USA, Inc.	677.38	Postage Meter Rental - 03/13/25-06/12/25
518 10 42 01	Postage - Non Dept	001 000 518	General Fund	62.14	Postage Meter Tax - 03/13/25-06/12/25
591 18 70 10	Lease Payments - Non-Dept	001 000 591	General Fund	615.24	Postage Meter Rental - 03/13/25-06/12/25
34393	02/19/2025	02/25/2025	6088 Sentinel Pest Control Inc	225.34	Pest Control - PW - 01/2025
531 50 48 00	Rep & Maint - Storm	415 000 531	Storm Drain	56.34	Pest Control - PW - 01/2025
534 50 48 01	Rep & Maint - Water Maint	425 000 534	Water Fund (dep	56.33	Pest Control - PW - 01/2025
535 50 48 00	Rep & Maint - Sewer Maint	430 000 535	Sewer Fund (dep	56.33	Pest Control - PW - 01/2025
542 30 48 01	Rep & Maint - Street Maint	101 000 542	City Street Fund	56.34	Pest Control - PW - 01/2025
34394	02/19/2025	02/25/2025	6088 Sentinel Pest Control Inc	225.34	Pest Control - PW - 02/2025
531 50 48 00	Rep & Maint - Storm	415 000 531	Storm Drain	56.34	Pest Control - PW - 02/2025
534 50 48 01	Rep & Maint - Water Maint	425 000 534	Water Fund (dep	56.33	Pest Control - PW - 02/2025
535 50 48 00	Rep & Maint - Sewer Maint	430 000 535	Sewer Fund (dep	56.33	Pest Control - PW - 02/2025
542 30 48 01	Rep & Maint - Street Maint	101 000 542	City Street Fund	56.34	Pest Control - PW - 02/2025
Total Sentinel Pest Control Inc				450.68	
34358	02/13/2025	02/25/2025	4056 Sherwin-Williams Company	92.78	Paint for Locker Room
518 30 31 03	Oper Supplies - PWF	001 000 518	General Fund	92.78	Paint for Locker Room
34370	02/14/2025	02/25/2025	4088 State Auditor's Office	615.13	2023 Audit #57226 - January 2025 (4.5 Hrs)
518 10 41 01	Annual Audit - Non Dept	001 000 518	General Fund	615.13	2023 Audit #57226 - January 2025 (4.5 Hrs)
34352	02/12/2025	02/25/2025	10008 Stullick, Summer	78.00	Library Reimbursement - 1Year
572 21 49 00	Library Services	001 000 572	General Fund	78.00	Library Reimbursement - 1Year
34332	02/12/2025	02/25/2025	4110 Superior Linen Service	49.12	Linen Service 01/24/25 - Public Works
518 30 48 03	Rep & Maint - PW	001 000 518	General Fund	49.12	Linen Service 01/24/25 - Public Works

# ACCOUNTS PAYABLE

City Of Fircrest

Time: 08:38:40 Date: 02/21/2025

As Of: 02/25/2025

Page: 7

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
34333	02/12/2025	02/25/2025	4110 Superior Linen Service	49.12	Linen Service 01/10/25 - Public Works
	518 30 48 03	Rep & Maint - PW	001 000 518 General Fund	49.12	Linen Service 01/10/25 - Public Works
34334	02/12/2025	02/25/2025	4110 Superior Linen Service	81.41	Linen Service 01/24/25 - City Hall
	518 30 48 02	Rep & Maint - City Hall	001 000 518 General Fund	81.41	Linen Service 01/24/25 - City Hall
34335	02/12/2025	02/25/2025	4110 Superior Linen Service	81.41	Linen Service 01/10/25 - City Hall
	518 30 48 02	Rep & Maint - City Hall	001 000 518 General Fund	81.41	Linen Service 01/10/25 - City Hall
34336	02/12/2025	02/25/2025	4110 Superior Linen Service	124.77	Linen Service 01/22/25 - Rec Center
	518 30 48 01	Rep & Maint - Rec Bldg	001 000 518 General Fund	124.77	Linen Service 01/22/25 - Rec Center
34337	02/12/2025	02/25/2025	4110 Superior Linen Service	124.77	Linen Service 01/08/25 - Rec Center
	518 30 48 01	Rep & Maint - Rec Bldg	001 000 518 General Fund	124.77	Linen Service 01/08/25 - Rec Center
34338	02/12/2025	02/25/2025	4110 Superior Linen Service	52.42	Linen Service 01/22/25 - Pool Party Room
	576 20 49 02	Miscellaneous - Pool	001 000 576 General Fund	52.42	Linen Service 01/22/25 - Pool Party Room
34339	02/12/2025	02/25/2025	4110 Superior Linen Service	52.42	Linen Service 01/08/25 - Pool Party Room
	576 20 49 02	Miscellaneous - Pool	001 000 576 General Fund	52.42	Linen Service 01/08/25 - Pool Party Room
Total Superior Linen Service				615.44	
34390	02/18/2025	02/25/2025	4322 Tacoma, City of - POWER	14,536.46	Power - Various Locations - 01/2025
	518 30 47 00	Public Utility Services - City I	001 000 518 General Fund	727.33	City Hall Power - 01/2025
	531 50 47 02	Public Utility Services - Bldg	415 000 531 Storm Drain	120.03	PW Power - 01/2025
	534 10 47 00	Utility Services/Building - W:	425 000 534 Water Fund (de	120.03	PW Power - 01/2025
	534 80 47 01	Utility Services/Pumping	425 000 534 Water Fund (de	4,212.73	PW, Well #4, #8, #9, Golf Course - 01/2025
	535 10 47 00	Utility Services/Building - Se	430 000 535 Sewer Fund (de	120.02	PW Power - 01/2025
	535 80 47 01	Utility Services/Pumping	430 000 535 Sewer Fund (de	836.37	Pumps/LS Power - 01/2025
	542 30 47 02	Electricity & Gas/Bldg - Stree	101 000 542 City Street Fund	120.03	PW Power - 01/2025
	542 30 47 03	Electricity/Traffic Lights	101 000 542 City Street Fund	60.90	Traffic Control - 01/2025
	542 63 47 00	Electricity/Street Lights	101 000 542 City Street Fund	1,363.66	Street Lights - 01/2025
	548 65 47 00	Utility Services/Building - Sh	501 000 548 Equipment Rent	232.30	F&E Garage Power - 01/2025
	571 10 47 00	Public Utility Services - Rec	001 000 571 General Fund	3,904.86	Rec Center - 01/2025
	576 20 47 00	Public Utility Services - Pool	001 000 576 General Fund	1,337.81	Pool Power - 01/2025
	576 80 47 00	Public Utility Services - Parks	001 000 576 General Fund	1,380.39	Parks Power - 01/2025

# ACCOUNTS PAYABLE

City Of Fircrest

Time: 08:38:40 Date: 02/21/2025

As Of: 02/25/2025

Page: 8

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
34364	02/13/2025	02/25/2025	10013	Truong, John	165.14 Reimbursement for Office Vacuum Cleaner
	521 22 35 00	Small Tools & Equip - Police	001 000 521	General Fund	165.14 Reimbursement for Office Vacuum Cleaner
34355	02/12/2025	02/25/2025	5934	US Bank, City Hall Account	1,655.43 P-Card Charges thru 02/10/25
	512 51 31 00	Office & Oper Sup - Court	001 000 512	General Fund	264.11 Acrobat Pro Annual Subscription
	514 23 49 03	Dues/Member/Subscriptions:	001 000 514	General Fund	300.00 2025 WFOA Membership - J Dunbar, M Ryan, W Wells, A Deskins
	517 90 31 01	Oper Supplies - Wellness Pr	001 000 517	General Fund	50.17 Wellness Supplies - New Year's Bingo & Valentine's Day Poker Walk
	518 10 42 01	Postage - Non Dept	001 000 518	General Fund	173.60 Postage - Passports
	518 11 41 00	Prof Svcs - Personnel	001 000 518	General Fund	23.50 Background Check and Drug & Alcohol Clearinghouse Query Package
	518 11 49 01	Dues/Member/Subscriptions:	001 000 518	General Fund	528.00 SHRM Membership - A Burkhardt & D Masko
	518 81 49 01	Software Licenses	001 000 518	General Fund	26.05 Software License (Qty 1)
	558 60 49 01	Reg & Tuition - Planning	001 000 558	General Fund	290.00 Horizons Economic Forecast 2025 Training - M Newman
34391	02/19/2025	02/25/2025	8482	US Bank, Police Department Account	301.74 P-Card Charges through 01/21/25
	521 22 35 00	Small Tools & Equip - Police	001 000 521	General Fund	294.99 Posters & Targets for Shooting Range; Timer
	521 22 49 00	Miscellaneous - Police	001 000 521	General Fund	6.75 WSP DUI Blood Kit
34378	02/14/2025	02/25/2025	8483	US Bank, Public Works Dept Account	3,713.89 P-Card Charges thru 02/10/25
	518 30 31 03	Oper Supplies - PWF	001 000 518	General Fund	323.05 Gate Opener, Lockers for Women's Locker Room, Clock
	518 30 31 04	Oper Supplies - CH	001 000 518	General Fund	22.05 Clock for Conference Room
	531 50 31 01	Office Supplies - Storm	415 000 531	Storm Drain	106.65 Supplies for PW Locker Rooms, Wall Calendar, Mail Opener Cutter, Door Hanger Notices
	531 50 31 03	NPDES Public Outreach	415 000 531	Storm Drain	110.00 Gift Cards for Winners of City of Fircrest Outreach Calendar Pictures
	531 50 49 05	Dues/Member/Subscriptions:	415 000 531	Storm Drain	105.89 Annual Jotform Subscription
	534 10 20 00	Personnel Benefits - Water A	425 000 534	Water Fund (dep	168.00 Annual Water Certification Renewal - S Marez, R Parsons, J Davis, B Wakefield
	534 10 31 00	Office Supplies - Water Adm	425 000 534	Water Fund (dep	106.64 Supplies for PW Locker Rooms, Wall Calendar, Mail Opener Cutter, Door Hanger Notices
	534 10 43 00	Travel - Water Admin	425 000 534	Water Fund (dep	1,056.94 Lodging for ERWOW Conference - S Marez & R Parsons
	534 10 49 02	Reg & Tuition - Water Admi	425 000 534	Water Fund (dep	750.00 Evergreen Rural Water Conference - R Parsons & S Marez
	534 10 49 03	Dues/Member/Subscriptions:	425 000 534	Water Fund (dep	105.88 Annual Jotform Subscription
	534 50 31 01	Oper Supplies - Water Maini	425 000 534	Water Fund (dep	351.48 Washers for Inventory

# ACCOUNTS PAYABLE

City Of Fircrest

Time: 08:38:40 Date: 02/21/2025

As Of: 02/25/2025

Page: 9

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
535 10 31 00	Office Supplies - Swr Admin	430 000 535	Sewer Fund (dep	106.65	Supplies for PW Locker Rooms, Wall Calendar, Mail Opener Cutter, Door Hanger Notices
535 10 49 02	Dues/Member/Subscriptions	430 000 535	Sewer Fund (dep	105.89	Annual Jotform Subscription
542 30 31 01	Office Supplies - Street Reg	101 000 542	City Street Fund	106.66	Supplies for PW Locker Rooms, Wall Calendar, Mail Opener Cutter, Door Hanger Notices
576 80 31 02	Oper Supplies - Parks	001 000 576	General Fund	188.11	First Aid Kit for Park Garage
34392 02/19/2025	02/25/20258484	US Bank, Recreation Dept Account		594.96	P-Card Charges through 02/06/25
571 10 31 01	Oper Supplies - Rec	001 000 571	General Fund	109.78	Plastic Food Wrap, Kleenex, Cold Compresses
571 10 31 02	Senior Program Supplies	001 000 571	General Fund	27.85	Senior Morning Supplies
573 90 49 01	Community Events	001 000 573	General Fund	457.33	Community Event Supplies (Daddy Daughter Dance, Egg Hunt, Medallion Madness, Family Dance); Canva Subscription
34340 02/12/2025	02/25/20259253	University Place Tire & Auto		965.71	#68579D - LOF, Reset Maintenance Light, Perform Vehicle Inspection & Diagnostics, Flush Cooling System & Replace Coolant, Perform Tire Rotation, Replace Oxygen Sensor
548 65 31 06	Gas - Facilities	501 000 548	Equipment Rent	965.71	#68579D - LOF, Reset Maintenance Light, Perform Vehicle Inspection & Diagnostics, Flush Cooling System & Replace Coolant, Perform Tire Rotation, Replace Oxygen Sensor
34341 02/12/2025	02/25/20259253	University Place Tire & Auto		152.85	#68054D 2018 Ford 350 Super Duty - LOF, Vehicle Inspection, Replace Wiper Blades & Air Filter
548 65 48 11	O & M - Parks/Rec	501 000 548	Equipment Rent	152.85	#68054D 2018 Ford 350 Super Duty - LOF, Vehicle Inspection, Replace Wiper Blades & Air Filter
Total University Place Tire & Auto				1,118.56	
34382 02/18/2025	02/25/20254179	Unum Life Insurance Company of America		69.20	Retired Benefits - February 2025
521 22 20 02	LEOFF I Long Term Care Prei	001 000 521	General Fund	69.20	Retired Benefits - February 2025
34388 02/18/2025	02/25/20251869	West, Petra		78.00	Library Reimbursement - 1 Year
572 21 49 00	Library Services	001 000 572	General Fund	78.00	Library Reimbursement - 1 Year
34387 02/18/2025	02/25/20256666	Wilhelm, Robert		78.00	Library Reimbursement - 1 Year (Susan)
572 21 49 00	Library Services	001 000 572	General Fund	78.00	Library Reimbursement - 1 Year (Susan)

# ACCOUNTS PAYABLE

City Of Fircrest

Time: 08:38:40 Date: 02/21/2025

As Of: 02/25/2025

Page: 10

Accts

Pay #	Received	Date Due	Vendor	Amount	Memo
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Report Total:				179,949.82	
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Fund

001 General Fund	116,891.47
101 City Street Fund	2,069.83
105 Police Investigation Fund	4,244.22
415 Storm Drain	909.42
425 Water Fund (department)	7,918.30
426 Water Improvement Fund	39,244.54
430 Sewer Fund (department)	2,610.31
432 Sewer Improvement Fund	4,486.10
501 Equipment Rental Fund	1,575.63

This report has been reviewed by:

REMARKS:

Signature & Title

Date

**CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL**

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

**AGENDA MODIFICATIONS**

There were none.

**MIDDLE HOUSING COMMITTEE DISCUSSION**

Middle Housing Committee Co-Chair Frank Ladenburg provided a brief overview and update to the Council on the committee's preliminary submittal materials and stated the discussion intent was to provide an opportunity for collaboration and feedback. Co-chair Ladenburg and committee member Jim Ottness provided the draft Notice of Intent and stated that the committee has corresponded with the Washington State Department of Commerce regarding the requirements for their extension submittals. Discussions included the background on HB 1110, ADU interpretation, sewer infrastructure issues, submittal timelines and process, intent of the middle housing law, and providing Council an opportunity to review materials prior to their submission.

There was a consensus to bring forth the Notice of Intent to the Council for approval at the February 11, 2025, regular meeting.

**CITY COUNCIL/PLANNING COMMISSION JOINT MEETING TOPICS**

City Manager Masko briefed the Council on the upcoming Joint City Council and Planning Commission meeting and requested Council feedback on topics for discussion. Mrs. Masko stated that the Planning Commission would like to discuss a sign code update, traffic/pedestrian safety, and the Centennial Celebration.

There was a Council consensus to include the following topics on the agenda: Middle Housing/WA State House Bill 1110 Update, Whittier Elementary School Design Standards, Fire Resilience, and Tree Ordinance.

**2025 DEPARTMENT GOALS OVERVIEW**

City Manager Masko provided a brief overview of the 2025 Department Goals. The Administration Department's goals included the Centennial Celebration efforts, implementation of a new City website, labor negotiations, vacant position recruitments, infrastructure discussions, grant management process improvements, establishing a Holiday Tree Replacement Committee, an employee salary survey, and business outreach.

The Planning and Building Department's goals included the development of the Mildred Street property, providing Middle Housing development regulations and Comprehensive Plan amendments, an urban tree canopy report, and updating the building fee schedule.

The Parks and Recreation Department's goals included strengthening current relationships with City partners, youth camp growth, employee development, volunteer policy, park improvements, and pool season planning. There was a brief discussion on the City of University Place partnership and senior programming growth.

The Public Works Department’s goals included finalizing water meter installations, the 44<sup>th</sup> Street lift station project, Water Fund resiliency, sewer rate structure, pedestrian safety, and GIS updates.

The Police Department’s goals included radio system transition, continuing partnerships with the community, schools, and surrounding jurisdictions, traffic enforcement, hiring a new police officer, professional development opportunities, and continuing community events. There was a brief discussion on the State’s initiative to hire additional police officers and scheduling a study session for the photo enforcement program.

The Finance Department's goals included preparing the 2024 annual state report, filling the Administrative Assistant position, cross-training, grant accounting, facilitating the 2024 state audit, 2026 budget preparation, and IT infrastructure improvements.

There was a brief discussion on purchasing water rights from the City of Tacoma and scheduling a City Council goals session.

#### **ADJOURNMENT**

**Councilmember Viafore MOVED to adjourn the meeting at 7:43 P.M., seconded by Councilmember Andrews.**

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

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Shannon Reynolds, Mayor

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Arlette Burkhardt, City Clerk



**CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL**

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

**PRESIDING OFFICER’S REPORT**

Mayor Reynolds invoked Rule 20. Order of Business from the Fircrest City Council Rules and requested to modify the Council agenda to add two items to the agenda, “City’s Grant Strategy Discussion” and “Notice of Intent Discussion”, under the Presiding Officer’s Report. There were no objections from the Council.

**A. Proclamation: Black History Month**

Councilmember Bufford read the proclamation titled Black History Month into the record. **Councilmember Viafore MOVED to authorize the Mayor’s signature on the proclamation proclaiming the month of February as Black History Month in the City of Fircrest; seconded by Councilmember Mauer-Smith.** Mayor Reynolds invited Councilmember comment. Councilmember Bufford stated Parks Tacoma will be hosting Black History Month events. Mayor Reynolds invited public comment; none were provided.

**The Motion Carried (7-0).****B. Motion: Confirmation of Middle Housing Ad Hoc Committee Appointment**

Mayor Reynolds briefed the Council on the motion to confirm Jerry Foss to the Middle Housing Committee. Mayor Reynolds stated she had received an application from Jerry Foss and Middle Housing Co-chair Ladenburg suggested that Mr. Foss be appointed to the committee. **Councilmember Viafore MOVED to confirm the Mayor’s appointment of Jerry Foss to the Middle Housing Ad Hoc Committee as requested by the Mayor; seconded by Councilmember Andrews.** Mayor Reynolds invited Councilmember comment; none were provided. Mayor Reynolds invited public comment; none were provided.

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

Mayor Reynolds stated the committee is considered at full capacity.

**C. City’s Grant Strategy Discussion**

Mayor Reynolds briefed the Council on her request to City staff for a grant strategy report to include grant fund status, funding sources, and associated projects.

**D. Notice of Intent Discussion**

Mayor Reynolds briefed the Council on the Notice of Intent for an Extension to Implementation of House Bill (HB) 1110 and the Washington State (WA) Department of Commerce processing timeline. There was a brief discussion on providing a motion to allow City staff to review the Notice of Intent and providing the City Manager the authority to submit the Notice of Intent to the WA Department of Commerce. **Councilmember Viafore MOVED to authorize the City Manager to submit a formal Notice of Intent to the Department of Commerce, once reviewed and finalized by staff, as required in advance of applying for an extension for an alternative to or timeline extension for full implementation of House Bill 1110; seconded by Councilmember George.** Mayor Reynolds

invited Councilmember comment. Council discussions included continued committee efforts to maintain momentum, additional information for review, introducing an item to the agenda during a meeting, and the process for filing the Notice of Intent.

Community Development Director Newman provided a brief explanation of the purpose of the Notice of Intent and stated it would express to the Department of Commerce that the City will be reviewing its infrastructure issues.

Mayor Reynolds invited public comment.

- Jim Ottness, 973 Altadena Dr, commented on maintaining momentum with filing the Notice of Intent.

Mayor Reynolds requested a roll call vote: Andrews – Aye; Bufford – Nay; George – Aye; Mauer-Smith – Nay; Viafore – Aye; Wittner – Aye; Reynolds - Aye

**The Motion Carried (5-2), with Councilmembers Bufford, and Mauer-Smith dissenting.**

**CITY MANAGER COMMENTS**

Acting City Manager Grover stated he will be the Acting City Manager through Thursday, January 31<sup>st</sup>.

**DEPARTMENT HEAD COMMENTS**

- Public Works Director Bemis provided a brief update on the water meter exchange program and stated that the multi-family and commercial accounts remain to be completed. Public Works is conducting extensive outreach regarding intermittent service due to the meter exchange.

**COUNCILMEMBER COMMENTS**

- Councilmember Wittner; no comment.
- Councilmember Andrews; no comment.
- Councilmember Viafore gave kudos to Public Works Director Bemis for continued updates.
- Councilmember Mauer-Smith; no comment.
- Councilmember George; no comment.
- Councilmember Bufford thanked the meeting attendees.
- Mayor Reynolds; no comment.

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

Mayor Reynolds invited public comment. There were no public comments.

**COMMITTEE, COMMISSION, AND LIAISON REPORTS**

**A. Parks & Recreation**

There was no report.

**B. Police/Public Safety and Court**

There was no report.

**C. Public Works**

There was no report.

**D. Other Liaison Reports**

Councilmember Bufford provided a brief update on the Centennial Committee and their efforts to include a 2025 event schedule, merchandise, and the timeline project at the Community Center. Councilmember Viafore requested that a copy of the 2025 event schedule be provided to the Council. There was a brief discussion on advertising merchandise for donations and revenue to cover the cost of the merchandise.

Public Works Director Bemis reported on water shut-offs and the Electron Way/Contra Costa Avenue Improvement Project and stated he is monitoring the weather for snow. There was a brief discussion on positive community feedback regarding the Electron Way/Contra Costa Avenue Improvement Project.

**CONSENT CALENDAR**

Mayor Reynolds requested the City Clerk read the Consent Calendar:

- A. Approval of Check No. 222322 through 222379 in the amount of \$157,584.30
- Approval of Check No. 222380 through 222436 in the amount of \$177,849.12
- Approval of payroll electronic funds transfer in the amount of \$160,658.55

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

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

**PUBLIC HEARING**

**A. To receive comments on a proposed Solid Waste Rate Adjustment**

At 7:49 P.M., Mayor Reynolds opened the public hearing. Acting City Manager Grover briefed the Council on the proposed solid waste rate adjustment, stating the public hearing was to receive comments on the proposed solid waste rate adjustment. Mayor Reynolds invited Councilmember comments; none were provided.

Mayor Reynolds invited public testimony; none were provided.

At 7:51 P.M., Mayor Reynolds closed the public hearing.

**UNFINISHED BUSINESS**

There was no unfinished business.

**NEW BUSINESS**

**A. Resolution No. 1959: Electron/Contra Costa Project Design Contract Amendment #2**

Public Works Director Bemis briefed the Council on the proposed resolution and highlighted the amendment, which would provide construction management services for the Electron Way/Contra Costa Avenue Intersection Improvement Project. **Councilmember Bufford MOVED to adopt Resolution No. 1959, authorizing the City Manager to execute an amendment to the Professional Services Agreement with KPG Psomas for construction management services for the Electron Way & Contra Costa Avenue Improvement Project; seconded by Councilmember Mauer-Smith.** Mayor Reynolds invited Councilmember comments; none were provided. Mayor Reynolds invited public comment; none were provided.

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

**B. Resolution No. 1960: 44th Street Lift Station Contract Amendment**

Public Works Director Bemis briefed the Council on the proposed resolution and highlighted the amendment would provide an extension to the project completion date due to supply chain impacts. **Councilmember Mauer-Smith MOVED to adopt Resolution No. 1960, authorizing the City Manager to execute an amendment to the 44th Street Lift Station Upgrade Project contract; seconded by Councilmember Bufford.** Mayor Reynolds invited Councilmember comments. Public Works Director Bemis stated the SCADA cabinet items and the emergency backup generator have been received, however extra time is needed to complete the installation. Mayor Reynolds invited public comment; none were provided.

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

**C. Resolution No. 1961: Emerson Sidewalk Design Overage Contract**

Public Works Director Bemis briefed the Council on the proposed resolution and highlighted that Shea, Carr & Jewell, Inc. provided additional services required to coordinate with the Washington State Department of Transportation. **Councilmember Bufford MOVED to adopt Resolution No. 1961, authorizing the City Manager to enter into a supplemental Professional Services Agreement with Shea, Carr & Jewell, Inc. for engineering design services for the Emerson West Sidewalk Project; seconded by Councilmember Mauer-Smith.** Mayor Reynolds invited Councilmember comments; none were provided. Mayor Reynolds invited public comment; none were provided.

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

**CALL FOR FINAL COMMENTS**

- Councilmember George commented on the Fircrest Kiwanis Club Annual Tulips Fundraiser.
- Councilmember Viafore requested information on public hearings for solid waste rate adjustments and expressed concern about the City's sewer infrastructure.

**EXECUTIVE SESSION**

There was no executive session scheduled.

**ADJOURNMENT**

**Councilmember Bufford MOVED to adjourn the meeting at 8:02 P.M., seconded by Councilmember Mauer-Smith.**

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

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Shannon Reynolds, Mayor

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Arlette Burkhart, 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 David M. Viafore, Brett L. Wittner, Hunter T. George, Nikki Bufford, and Jim Andrews were present. Planning Commissioners Kathy L. McVay, Eric Lane, Andreas Schonger, Ben Ferguson, and Shirley Schultz were present. Councilmember Karen Mauer-Smith joined the meeting at 6:07 P.M.

**INTRODUCTIONS**

City Councilmembers and Planning Commissioners introduced themselves.

**MIDDLE HOUSING/HOUSE BILL 1110 UPDATE**

There was a brief discussion on the Middle Housing survey regarding the number of surveys submitted and the deadline for submissions.

House Bill (HB) 1110 update discussions included the Middle Housing Committee's strategy to apply for an extension for the implementation of HB 1110. Further discussions included the intent of the law, sewer infrastructure issues, and filing the Notice of Intent. Councilmember Viafore stated that the City will continue to pursue both options, regardless of whether the extension is approved or denied, to avoid setbacks. The City can still move forward with implementing the preferred Middle Housing ordinance if needed.

**WHITTIER ELEMENTARY SCHOOL DESIGN STANDARDS**

Councilmember Viafore expressed concerns regarding the relationship between the City and Tacoma Public Schools (TPS) and stated a need for better communication between the two agencies. Discussions included submitting design goals and an intent statement to TPS, the upcoming community meeting on February 27<sup>th</sup>, the need for the City's proactive involvement, and improving overall communication.

**FIRE RESILIENCE AND WILDFIRE PREPAREDNESS**

Planning Commissioner Ferguson provided a brief overview of fire resiliency in Fircrest. Discussions included wildfire mitigation plans, fire-resistant buildings, Pierce County resources for alerts, education, and disaster relief, in addition to FEMA preparedness training.

**TREE ORDINANCE**

Community Development Director Newman reported on the Planning and Building Department 2025 goal to provide an Urban Tree Canopy Report. Discussions included a tree retention process, a tree canopy study and its cost, and tracking legislative bills related to tree retention and removal.

**OTHER TOPICS:****SIGN CODE UPDATE**

There was no discussion.

**TRAFFIC/PEDESTRIAN SAFETY**

Planning Commissioner Lane provided a brief overview of traffic and pedestrian safety and stated it was an area of concern. Discussions included the City's development of a photo

enforcement program, addressing aggressive driving, creating a comprehensive pedestrian safety plan, traffic issues, and updating the City’s sign code.

**CENTENNIAL CELEBRATION**

Councilmember Bufford reported that the February study session would include a Centennial Committee update.

**ADJOURNMENT**

**Councilmember Andrews MOVED to adjourn the meeting at 7:44 P.M., seconded by Councilmember Viafore.**

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

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Shannon Reynolds, Mayor

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Arlette Burkhardt, City Clerk

## FIRCREST CITY COUNCIL AGENDA SUMMARY

**NEW BUSINESS:** Ordinance Amending Salary Schedule for Non-Union Employees to add a Deputy City Clerk/Human Resources Specialist Position.

**ITEM:** 13A

**DATE:** February 25, 2025

**FROM:** Dawn Masko, City Manager

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**RECOMMENDED MOTION:** I move to adopt Ordinance No. \_\_\_\_, amending Fircrest Municipal Code 2.44.050 relating to salaries of non-union City employees and amending Section 1 of Ordinance No. 1731.

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**PROPOSAL:** The City Manager is recommending restructuring the vacant Deputy City Clerk position to include human resources (HR) responsibilities, creating a Deputy City Clerk/HR Specialist role. The Council is being asked to adopt the proposed salary ordinance to add this position. This restructuring optimizes resources while addressing a critical organizational need.

**FISCAL IMPACT:** The salary range for the Deputy City Clerk/HR Specialist position is based on a 2024 market study of comparable cities, updated with 2025 data. The recommended salary range increases the current Deputy City Clerk's salary by \$1,262 per month at the minimum step and \$1,611 per month at the maximum step. The annualized fiscal impact based on Step B, including benefits, is approximately \$15,000. However, due to salary savings from the position vacancy, the 2025 budget impact based on Step B is approximately \$8,000.

**ADVANTAGES:** Creating the Deputy City Clerk/HR Specialist position is a strategic investment to protect the City from risk, improve efficiency, and enhance human resources services to the organization. Adding a human resources position would help free up the City Manager to focus on more strategic priorities and reduce the workload strain on the City Clerk, allowing her to focus on her primary duties and records management. It would also reduce legal exposure from HR-related errors and non-compliance, provide experienced support for mid-level HR functions, and reduce backlogs.

**DISADVANTAGES:** Potential budget impact due to the salary adjustment.

**ALTERNATIVES:** Do not revise the position to include human resources functions and have the City Manager continue performing those duties.

**BACKGROUND:** The City is experiencing increased demands for technical human resources support, including FMLA administration and compliance with leave laws, handling grievances and supporting labor negotiations, managing L&I and unemployment claims, conducting recruitments and coordinating performance evaluations, overseeing disciplinary actions, and maintaining HR records.

The City Manager is recommending restructuring the vacant Deputy City Clerk position to include HR responsibilities, effectively creating a Deputy City Clerk/HR Specialist role. This approach optimizes resources while addressing a critical organizational need.

Currently, the City Manager dedicates a significant amount of time to mid and high-level HR functions, while the City Clerk provides support with tasks such as onboarding, posting job openings, coordinating interviews, tracking training compliance, handling L&I and unemployment claims, and overseeing workplace health and safety initiatives. However, a backlog of other HR projects remains, including updating the Personnel Policies, digitizing employee records, and auditing personnel files. While the City Manager has experience in HR management, her focus should be on the high-level, more complex HR issues and not on the daily technical issues.

The Deputy City Clerk/HR Specialist position would assume responsibility for technical HR functions, including:

- Administering FMLA and other leave programs in compliance with federal and state laws.
- Overseeing employee relations, policy implementation, and labor law compliance.
- Assisting with the grievance process and labor negotiations.
- Supporting recruitment, onboarding, and performance evaluation processes.
- Digitizing and maintaining accurate personnel records.
- Assisting with HR-related employee development and training programs.

In addition to HR duties, the position will continue to support administrative functions, including:

- Assisting with public records requests and Council agenda packet preparation.
- Updating relevant website pages.
- Preparing minutes, public notices, and other correspondence.
- Supporting the records management program.
- Serving as backup to the City Clerk.

The creation of the HR Specialist/Deputy City Clerk position would require a salary range adjustment from the current Deputy City Clerk position in recognition of the more technical duties assigned to the classification. The table below shows the City's market comparables from the recent salary survey, updated with 2025 salary data:

City/Town	2025 Monthly Salary Range		Job Title
	Minimum	Maximum	
<b>Fircrest</b>	<b>\$4,888</b>	<b>\$6,238</b>	Deputy City Clerk
DuPont	\$6,543	\$7,620	HR Analyst
Gig Harbor	\$7,088	\$8,866	Asst. City Clerk/HR Specialist
Orting	\$6,008	\$6,763	HR Clerk
Steilacoom	\$7,486	\$8,759	HR Coordinator
Sumner	\$5,717	\$7,145	HR Specialist
Yelm	\$6,730	\$8,075	HR Specialist
<b>Median</b>	<b>\$6,637</b>	<b>\$7,848</b>	



By integrating human resources responsibilities into the Deputy City Clerk position, the City maximizes existing resources while addressing a critical gap in HR operations. Approval of this recommendation will enhance internal efficiencies, reduce risk, and provide better support for both employees and management.

Staff recommends that the City Council approve the proposed salary ordinance to establish the Deputy City Clerk/HR Specialist position.

**ATTACHMENTS:** [Ordinance](#)  
[Job Description \(Draft\)](#)

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

**AN ORDINANCE OF THE CITY OF FIRCREST, WASHINGTON,  
AMENDING FIRCREST MUNICIPAL CODE (“FMC”) 2.44.050  
RELATING TO SALARIES OF NON-UNION CITY EMPLOYEES;  
PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN  
EFFECTIVE DATE.**

**WHEREAS**, the City seeks to establish the pay range for the Deputy City Clerk/Human Resources Specialist position based on current market data; and

**WHEREAS**, the City Council, after careful consideration, has determined that it is in the best interest of the City to do so.

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

**Section 1. FMC 2.44.050, Amended.** Section 1 of Ordinance No. 1731 and FMC Section 2.44.050 are hereby amended to read as follows:

Non-Union Salaries. From and after March 5, 2025, the full-time equivalent monthly salary range of the following regular full-time, regular part-time, and temporary City positions is fixed at the following sums. No employee shall be paid an average monthly base salary that exceeds the maximum provided hereunder.

<u>Position</u>	<u>Minimum</u>	<u>Maximum</u>
Office Assistant I	\$3,764	\$4,804
Passport Specialist	\$3,764	\$4,804
Court Clerk I	\$4,525	\$5,775
Office Assistant II	\$4,525	\$5,775
Police Records Technician/CSO I	\$4,645	\$5,929
Recreation Specialist	\$4,645	\$5,929
Administrative Assistant	\$4,888	\$6,238
Events Coordinator	\$4,888	\$6,238
Court Clerk II	\$5,068	\$6,468
Permit Coordinator/Assistant Planner	\$5,092	\$6,499
Recreation Program Coordinator	\$5,100	\$6,509
Accountant I	\$5,156	\$6,581
Police Records Technician/CSO II	\$5,202	\$6,639
Accountant II	\$6,052	\$7,724
Recreation Supervisor	\$6,116	\$7,805
Deputy City Clerk/Human Resources Specialist	\$6,150	\$7,850
IT Systems Coordinator	\$6,164	\$7,867
Court Administrator – without contracted	\$6,834	\$8,723
City Clerk	\$6,944	\$8,863
Court Administrator – with contracted court	\$7,893	\$10,074
Parks & Recreation Director	\$9,260	\$11,818
Community Development Director	\$10,206	\$13,025
Finance Director	\$10,206	\$13,025
Public Works Director	\$10,206	\$13,025
Police Chief	\$11,310	\$14,435

1 For payroll purposes and to compute hourly rates for regular employees, the monthly salary  
2 of said positions shall be multiplied by twelve (12) and then divided by two thousand and  
3 eighty (2,080) hours and rounded to the nearest one hundredth to determine the  
corresponding hourly rate of pay for entry into the bi-weekly payroll system.

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

7 **Section 3. Severability.** If any section, subsection, paragraph, sentence, clause, or phrase  
8 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.

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

12 **PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST,**  
13 **WASHINGTON,** at a regular meeting thereof this 25<sup>th</sup> day of February 2025.

14 **APPROVED:**

15  
16  
17 \_\_\_\_\_  
Shannon Reynolds, Mayor

18 **ATTEST:**

19  
20 \_\_\_\_\_  
Arlette Burkhardt, City Clerk

21  
22 **APPROVED AS TO FORM:**

23  
24 \_\_\_\_\_  
Joanna Eide, City Attorney

## CITY OF FIRCREST, WASHINGTON

### POSITION DESCRIPTION



**Class Title:** HR Specialist/Deputy City Clerk  
**Department:** Administration  
**Representation:** N/A  
**Salary:** \$6,637 - \$7,848 per month, DOQ (*contingent on Council approval*)  
Non-Union, Overtime Eligible

**First Review of Applications:** March 10, 2025

**Position Open Until Filled**

#### **POSITION SUMMARY:**

The HR Specialist/Deputy City Clerk performs a variety of human resources functions, including recruitment, employee relations, and personnel record management. The position assists in ensuring compliance with employment laws, policies, and procedures while supporting the City's goal of maintaining a positive and productive work environment.

As Deputy City Clerk, this position assists the City Clerk in managing official City records, preparing Council meeting materials, processing public records requests, and maintaining official documents and contract indexes. Additional responsibilities include providing administrative support to the City Manager's office, updating the City's website, assisting with special projects, and serving as the backup to the City Clerk.

This dual role position requires strong organizational skills, keen attention to detail, and the ability to manage sensitive information with utmost confidentiality. The ideal candidate will be a team player with excellent communication skills, a strong customer service mindset, and a commitment to supporting City operations and initiatives.

#### **ESSENTIAL FUNCTIONS** include but are not limited to:

- Serve as backup to the City Clerk, performing all statutory duties of the City Clerk as required.
- Assist with public records requests, ensuring compliance with the Public Records Act and City policies when accessing and providing records and information.
- Assist with Council agenda packet preparation and related materials.
- Proofread minutes, reports, correspondence, forms, and other written materials for accuracy.
- Update content on the City's website and social media platforms as needed.
- Prepare minutes, public notices, and other correspondence.
- Assist in managing the City's records management program, including retention and disposition schedules, and ensuring the preservation of historical records and information.
- Maintain official City documents, including contracts, indexes, ordinances, resolutions, proclamations, and municipal code codification.
- Administer FMLA and other leave programs in compliance with federal and state laws.
- Maintain accurate and up-to-date personnel files in compliance with legal requirements.
- Develop, review, and update job descriptions to reflect current roles and responsibilities.

- Coordinate and manage the digitization of personnel records and forms.
- Oversee employee relations, policy implementation, and compliance with employment laws and regulations.
- Coordinate the performance evaluation process.
- Assist in labor negotiations and grievance processes as requested.
- Compile salary and benefit information to support City management during salary studies and labor negotiations.
- Respond to salary surveys and other wage/benefit data requests from other agencies.
- Support the recruitment processes, including onboarding and offboarding of employees.
- Prepare personnel action forms, ensuring necessary approvals and timely filing.
- Assist with the development and delivery of employee training and development programs.
- Coordinate and manage special projects and assignments as directed.
- Provide administrative support to the City Manager, City Clerk, and City Council as needed.
- Attend City Council meetings and other official meetings occasionally as needed.
- Review agenda summaries, resolutions, and ordinances for accuracy.
- Monitor and track state and federal legislation and regulations relating to human resources operations.
- Serve as a Notary Public for the City and the public as required.

#### **AUXILIARY DUTIES:**

An employee in this classification is expected to routinely perform other duties as assigned that would typically be performed by employees in this classification or lower. On occasion, the HR Specialist/Deputy City Clerk may serve as Acting City Clerk.

#### **DESIRED MINIMUM QUALIFICATIONS:**

##### **Education and Experience:**

- High School Diploma or GED equivalent
- Associate's degree from a two-year college or business school with coursework in human resources, public administration, organizational development, or a related field is preferred; and
- Three (3) to four (4) years of progressively responsible human resources experience, preferably in the public sector; or
- An equivalent combination of education and experience that provides the necessary knowledge, skills, and abilities to perform the essential function of the position will be considered.

##### **Necessary Knowledge, Skills, and Abilities:**

##### **Knowledge of:**

- Employment laws, regulations, and best practices related to human resources administration, including ADA, FMLA, FLSA, HIPAA, and Washington Family Leave Act.
- Record management practices, including local government records retention requirements.
- Business English, including composition, spelling, grammar, and punctuation.

- Robert's Rules of Order and its application to City meetings.
- Relevant city, state, and federal rules, regulations, and legislation governing municipal operations and the conduct of official City business.
- Modern office procedures and practices.

**Skill in:**

- Designing professional documents and business correspondence.
- Accurately proofreading and editing.

**Ability to:**

- Handle and maintain sensitive and confidential records with discretion and professionalism.
- Maintain accurate records and organized files.
- Provide exceptional customer service by providing guidance and clarification on personnel policies, procedures, and legal requirements.
- Communicate and interact with coworkers, City officials, and the public in a tactful, diplomatic, and customer service-oriented manner.
- Remain calm, professional, and effective under pressure.
- Type and enter data accurately and efficiently.
- Interpret and explain collective bargaining agreements and City personnel policies.
- Recommend improvements to policies, procedures, and services for continuous organizational enhancements.
- Compile, analyze, and interpret complex data and statistics.
- Continuously enhance job-related knowledge and skills through training and professional development.
- Communicate clearly, concisely, professionally, and courteously both verbally and in writing at a level necessary for efficient job performance.
- Establish and maintain effective working relationships with the City Manager, Mayor, City Council, staff, vendors, and the public.
- Plan, prioritize, and organize tasks to meet deadlines.
- Work independently, managing multiple tasks simultaneously with frequent interruptions.
- Identify problems, evaluate options, and recommend effective solutions.
- Attend evening City Council meetings as required.
- Maintain reliable attendance, a positive attitude, and a sense of humor in the workplace.
- Operate listed tools and equipment efficiently.
- Work proficiently with Microsoft Office, Adobe products, and other software applications as required by the job.

**LICENSE AND CERTIFICATION REQUIREMENTS:**

- A Notary Public license is desirable but not required.
- Municipal Clerk certification is preferred but not required.
- Valid Washington State Driver's License or ability to obtain upon employment.
- Must have a driving history acceptable to the City and maintain an insurable driving record.
- Must be bondable.

**SUPERVISION:**

Work is performed under the general supervision of the City Manager, with additional guidance from the City Clerk on related duties.

**TOOLS AND EQUIPMENT USED:**

Work involves the use of a personal computer, Microsoft Office applications (including Word and Excel), other job-specific software, a 10-key calculator by touch, Zoom phone system, copiers, printers, fax machines, audio recording software, scanners, other general office equipment, and automobiles.

**WORK ENVIRONMENT AND PHYSICAL DEMANDS:**

The work environment and physical demands described below are representative of those required to perform the essential functions of this position successfully.

Work is primarily performed in a standard office setting with frequent interruptions. The environment includes moderate noise levels typical of an office, such as ringing phones, multiple conversations, and the operation of office equipment. Exposure to noise and hazards outside of a typical office environment is minimal.

The position requires prolonged periods of sitting, as well as the ability to talk and hear clearly. Hand-eye coordination is necessary to operate computers and office equipment, and the use of hands is needed for reaching, handling, grasping, and manipulating objects, tools, or controls. Specific vision requirements include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

The employee is occasionally required to stand, walk, reach, stoop, kneel, crouch, or crawl. The position may involve occasionally lifting or moving objects weighing up to 25 pounds. Employees will be required to wear safety protective gear when necessary.

The employee may be exposed to highly stressful situations, including interactions with individuals who are irate, difficult, or hostile. The position also requires flexibility to work occasional evening hours to attend City Council meetings as needed.

**SELECTION GUIDELINES:**

The selection process may include a formal application, evaluation of education and experience, oral interviews, reference checks, and job-related testing.

**ADDITIONAL INFORMATION:**

Reasonable accommodations will be made in accordance with the Americans with Disabilities Act (ADA) to enable individuals with disabilities to perform the essential functions of this position.

Applicants offered employment will be required to provide proof of identity and authorization to work in the United States within three business days of the hire date, as required by the Immigration Reform and Control Act of 1986.

The City of Fircrest is an Equal Employment Opportunity Employer. We consider applicants for all positions without regard to race, color, religion, creed, gender, national origin, age, disability, sexual orientation, marital or veteran status, gender identity, or any other legally protected status. Applicants requiring reasonable accommodation for the application and/or interview process should notify the City immediately.

The City of Fircrest is a drug-free, tobacco-free workplace.

This job description does not constitute an employment contract between the City and the employee. It is subject to change based on the City's needs and job requirements. The duties outlined are intended to provide a general overview of the position and do not encompass all responsibilities. Employees may be required to perform other related duties as assigned by their supervisors. The omission of specific duties does not exclude them if the work is similar, related, or a logical assignment to the position.

**BENEFIT INFORMATION:**

The City of Fircrest offers a comprehensive benefits package, including:

- Medical, dental, vision, and orthodontia coverage for employees and their families.
- Choice of WA State Department of Retirement Systems PERS Plan 2 or Plan 3 pension for general employees or LEOFF Plan 2 for Police.
- Voluntary participation in deferred compensation program.
- Generous leave benefits, including 11 paid holidays, a personal holiday, vacation and sick leave, and overtime options (if applicable).
- Employee Assistance Program (EAP) and a fitness reimbursement plan.

The City promotes employee wellness through various programs and initiatives, encouraging active participation in its employee wellness program. As a result, the City of Fircrest is a proud recipient of the Association of Washington Cities Well City Award.



## **FIRCREST CITY COUNCIL AGENDA SUMMARY**

**NEW BUSINESS:** Authorizing City Manager to Execute 2025 Fun Days Agreements

**ITEM:** 13B

**DATE:** February 25, 2025

**FROM:** Jeff Grover, Parks & Recreation Director

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**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_, authorizing the City Manager to execute agreements with performers and entertainers for entertainment at the 2025 Fircrest Fun Days event in an amount not to exceed \$22,500.

---

**PROPOSAL:** The Council is being asked to authorize the City Manager to execute agreements with performers and entertainers for entertainment at the 2025 Fircrest Fun Days event.

**FISCAL IMPACT:** \$15,500 is currently budgeted in the Community Events budget for performers and entertainers, and \$7,000 is budgeted for fireworks for Fircrest Fun Days.

**ADVANTAGES:** Agreements ensure both the City and the performer or entertainer understand the expectations of both parties in relation to Fircrest Fun Days. This resolution allows flexibility for the City Manager to sign agreements for multiple entertainment options.

**DISADVANTAGES:** None identified.

**ALTERNATIVES:** None that are viable. Agreements are required to provide entertainment at the Fun Days event.

**BACKGROUND:** The City of Fircrest features a range of entertainers and performers at Fircrest Fun Days, making the event a highlight for community engagement. Each performer and entertainment act enters into an agreement outlining expectations, financial commitments, performance time(s), indemnity, and insurance requirements. While some performers are invited back regularly, new acts are also added annually based on recommendations from the Fun Days volunteer committee, budget availability, and sponsorship support.

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

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, AUTHORIZING THE CITY  
MANAGER TO EXECUTE AGREEMENTS WITH PERFORMERS  
AND ENTERTAINMENT ACTS FOR THE 2025 FIRCREST FUN  
DAYS EVENT IN AN AMOUNT NOT TO EXCEED \$22,500.**

**WHEREAS**, the City of Fircrest has the need for performers and entertainment acts at the 2025 Fircrest Fun Days event; and

**WHEREAS**, the City needs fiscal control over the 2025 Fun Days expenditures; and

**WHEREAS**, entering into agreements with performers and entertainers provides clarity about expectations, financial commitments, indemnity, and insurance requirements; and

**WHEREAS**, the City desires to allow flexibility in obtaining entertainment and performers for the 2025 Fircrest Fun Days event.

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

**Section 1.** The City Manager is hereby authorized and directed to execute agreements with performers and entertainment acts for the 2025 Fircrest Fun Days in an amount not to exceed \$22,500.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON**, at a regular meeting thereof this 25th day of February 2025.

**APPROVED:**

\_\_\_\_\_  
Shannon Reynolds, Mayor

**ATTEST:**

\_\_\_\_\_  
Arlette Burkhardt, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Joanna Eide, City Attorney

## FIRCREST CITY COUNCIL AGENDA SUMMARY

**NEW BUSINESS:** Emerson West Sidewalk Project Design Overage Contract  
**ITEM:** 13C  
**DATE:** February 25, 2025  
**FROM:** Tyler Bemis, Public Works Director

---

**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_, authorizing the City Manager to enter into a supplemental Professional Services Agreement with Shea, Carr & Jewell, Inc. for engineering design services for the Emerson West Sidewalk Project.

---

**PROPOSAL:** The Council is being asked to authorize the City Manager to enter into a supplement professional services agreement with Shea, Carr & Jewell, Inc. (dba SCJ Alliance) for added engineering design services for the Emerson West Sidewalk Project. This project will add a sidewalk and bike lane route along the south side of Emerson Street from 67<sup>th</sup> Ave. W. to Woodside Drive.

**FISCAL IMPACT:** Funds for this additional work will be allocated from Real Estate Excise Tax (REET 2) funds. This will need to be included in an upcoming budget amendment.

**ADVANTAGES:** SCJ Alliance is the lead design consultant for this project and maintains the necessary historical knowledge to navigate WSDOT requirements and advance this project to construction.

**DISADVANTAGES:** None.

**ALTERNATIVES:** None.

**BACKGROUND:** The financial estimates for the project grant application were prepared in March 2020. Design funding was obligated in June 2023, with construction funding of \$395,325 obligated in June 2024. The funding shortfall of construction funds for these additional services will be covered by local funds (REET 2). As a non-CA (Certification Acceptance) agency, the City of Fircrest is required to utilize WSDOT as the City's CA. WSDOT has taken part in all aspects of this project.

Since City funds will fully fund the additional costs, WSDOT requires the City to enter into a separate supplemental agreement with SCJ Alliance for these services.

The additional design work for this project is necessary to update all specifications to 2025 WSDOT standards. Additionally, the project will be readvertised for construction bids.

**ATTACHMENTS:** [Resolution](#)  
[Professional Services Agreement](#)  
[Exhibit A – Scope of Work](#)

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, AUTHORIZING THE CITY  
MANAGER TO EXECUTE A SUPPLEMENTAL PROFESSIONAL  
SERVICES AGREEMENT WITH SHEA, CARR & JEWELL, INC.  
FOR UPDATED DESIGN SPECIFICATIONS AND BID CALL  
SERVICES FOR THE EMERSON WEST SIDEWALK PROJECT.**

**WHEREAS**, the City of Fircrest (“City”) identified the Emerson West Sidewalk Project as a priority project in the City’s Six-Year Transportation Improvement Plan; and

**WHEREAS**, the City was awarded a Surface Transportation Block Grant for project design from the Washington State Department of Transportation (WSDOT); and

**WHEREAS**, the City committed to cover funding shortfalls with local Real Estate Excise Tax (REET) funds; and

**WHEREAS**, the additional services provided by Shea, Carr & Jewell, Inc. required to meet the 2025 WSDOT specifications and bid advertisement necessitate the City to enter into a supplemental professional services agreement to cover the additional costs associated with the project.

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

**Section 1.** The City Manager is hereby authorized and directed to execute a professional services agreement with Shea, Carr & Jewell, Inc. for additional design specifications and bid advertisement services related to the Emerson West Sidewalk Project in the amount of \$7,974.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON**, at a regular meeting thereof this 25th day of February 2025.

**APPROVED:**

\_\_\_\_\_  
Shannon Reynolds, Mayor

**ATTEST:**

\_\_\_\_\_  
Arlette Burkhardt, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Joanna Eide, City Attorney

**CITY OF FIRCREST  
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT, hereinafter referred to as "Agreement," is entered into this 25<sup>th</sup> day of February 2025 by and between the City of Fircrest, a political subdivision of the State of Washington and hereinafter referred to as the "City" and Shea, Carr, & Jewell, Inc. (dba SCJ Alliance), hereinafter referred to as "Consultant," 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 Consultant is retained by the City to perform design updates and bid advertisement services in connection with the project designated as Emerson Street Sidewalk Improvement Project, hereinafter referred to as "Project."
2. **SCOPE OF SERVICES.** The Consultant agrees to perform in a good and professional manner the tasks described in Exhibit A - Scope of Work, attached hereto and incorporated herein by this reference. The Consultant agrees to perform the services, including the provision of all labor, materials, equipment, and supplies as identified in Exhibit A. The Consultant shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment, or other relationship with the City.
3. **TERMS OF AGREEMENT.** Notwithstanding the date of execution hereof, this Agreement shall be in full force and effect for a period commencing February 25, 2025, and ending December 31, 2025, and may be renewed yearly thereafter. Either party may terminate this Agreement upon thirty (30) day's written notice to the other party.
4. **PAYMENT.** Upon receipt of an invoice from the Consultant, payments may be made on a monthly basis for work completed. Each invoice shall itemize the work performed. The total cost for services shall not exceed \$7,974.00, including any applicable tax, without written modification of this Agreement signed by the City.
5. **ASSIGNMENT.** The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.
6. **COMPLIANCE WITH CITY POLICY.** The Consultant shall comply with approved City policies concerning the administration of City-owned property, and the provisions of the policy shall have the same force and effect as provisions of this agreement to the extent not inconsistent herewith.
7. **COMPLIANCE WITH LAWS.** The Consultant shall be duly licensed and shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments. Per [Fircrest Municipal Code 5.04.020](#), the Consultant agrees to obtain a City of Fircrest business license prior to performing any work pursuant to this Agreement.
8. **CONFIDENTIALITY OF INFORMATION.** All information and data furnished to the Consultant by the City, and all other documents to which the Consultant'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.

9. **CONSULTANT’S REPRESENTATIONS.** The Consultant hereby represents that it has all the necessary licenses and certifications to perform the services provided for herein and is qualified to perform such services.
10. **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.
11. **DELAYS AND EXTENSIONS OF TIME.** If the Consultant is delayed at any time in the process of providing services covered by this Agreement by any causes beyond the Consultant’s control, the time for performance may be extended by such time as shall be mutually agreed upon by the Consultant and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.
12. **HOLD HARMLESS, DEFENSE, AND INDEMNITY.**
- A. **Consultant Indemnification.** Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from claims, injuries, damages, losses, or suits, including attorney fees, arising out of, in connection with, or incident to any negligent or intentional acts, errors or omissions, or conduct of the Consultant (or its employees, agents, representatives, subcontractors, or subconsultants) in the performance of this Agreement, whether such claims sound in contract, tort, or other legal theory, except for injuries and damages caused by the sole negligence of the City. The Consultant’s duty to defend and indemnify pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Consultant.
- Should a court of competent jurisdiction determine that this Agreement is subject to [RCW 4.24.115](#), then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant’s liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant’s waiver of immunity under Industrial Insurance, [Title 51 RCW](#), solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. As used in this Section, “City” includes the City, the City officers, employees, agents, and representatives. If, and to the extent, Consultant employs or engages subcontractors or subconsultants, then Consultant shall ensure that each such subcontractor and subconsultant (and subsequent tiers of subcontractors and subconsultants) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the Consultant pursuant to this section. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.
- B. **Industrial Insurance Act Waiver.** It is specifically and expressly understood that the Consultant waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, [Title 51 RCW](#), solely for the purposes of this indemnification. Consultant’s indemnification shall not be limited in any way by any limitation on the amount of damages, compensation, or benefits payable to or by any third party under workers’ compensation acts, disability benefit acts, or any other benefits acts or programs. The Parties acknowledge that they have mutually negotiated this waiver.
- C. **Survival.** The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

**13. INSURANCE.** The Consultant will obtain and maintain, for the duration of this Agreement, 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 Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the Consultant'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 Consultant shall maintain at least the following minimum insurance coverage covering all activity under this agreement, and as to which the City shall be named as primary non-contributory additional insured on 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 14 days before work commences.

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

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

**15. NON-DISCRIMINATION.** The Consultant 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 Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any service for the City now or in the future.

**16. NON-WAIVER.** A waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provisions.

**17. 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:

<i>Notice to the City of Fircrest shall be sent to:</i>	<i>Notice to the Consultant shall be sent to:</i>
City of Fircrest Attn: Tyler Bemis 115 Ramsdell Street Fircrest, WA 98466  Phone: 253-564-8900  E-Mail: publicworks@cityoffircrest.net	SCJ Alliance George Hilen 9730 Tallon Lane NE, Suite 200 Lacey, WA 98516  Phone: 253-201-0777  E-Mail: george.hilen@scjalliance.com

**18. OWNERSHIP, FORM, AND USE OF DOCUMENTS.** All documents, drawings, specifications, and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City, whether the project for which they are made is executed or not. Except as otherwise stated in Exhibit A, the Consultant shall provide the City with all final documents, reports, or studies in printed and electronic form. Unless otherwise directed in writing by City, all final documents, reports, or studies shall be provided to City in both a PDF and Word format. Where applicable, all Complete Plan Set Drawings shall include all Specifications and shall be submitted to the City in the most updated version of AutoCAD in an unrestricted format and in accordance with the City Code. The Consultant shall not be responsible for any use or modifications of said documents, drawings, specifications, or other materials by the City or its representatives for any purpose other than the project specified in this Agreement.

**19. PERFORMANCE AND STANDARDS.** The Consultant shall perform all work to conform to generally accepted professional standards. Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of all plans, designs, drawings, and specifications prepared under this Agreement. The Consultant shall, without additional compensation, correct or reverse any errors or omissions in such work. The City has a right to withhold a part or all of the monthly payments if, in the judgment of the City, the Consultant has not performed or has unsatisfactorily performed any of the services outlined in this contract, provided that the City shall promptly notify the Consultant in writing of the specific items of non-performance or unsatisfactory performance. It is further provided that any such payments withheld shall reasonably relate to the estimated value of the work not performed.

**20. PREVAILING WAGES.** Prevailing wages are not required for this Agreement.

**21. RECORDKEEPING.** The Consultant 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 the City to assess performance, compliance, and quality assurance under this Agreement.

The Consultant acknowledges that all records created or used by the Consultant in the performance of this Agreement may be subject to the Public Records Act, [RCW 42.46](#). Except as otherwise authorized by the City, the Consultant 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. "Record" includes but is not limited to all written and electronic documents, photographs, drawings, and maps.

**22. SAFETY REQUIREMENT.** All work performed under the terms of this agreement shall be performed in a manner that provides maximum safety to the public and employees of the City of Fircrest.

**23. 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, which remains in full force and effect.

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



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

**26. TERMINATION.** If the Consultant violates any of the covenants undertaken herein or any of the duties imposed upon it by the Agreement, this Agreement may be terminated by either party immediately with cause. Alternatively, either Party may terminate this Agreement without cause upon thirty (30) days' written notice, served to the other Party by certified mail. In such a case, the Consultant shall be compensated by the City for all work performed to the date of termination. In the event of termination, all finished and unfinished work prepared by the Consultant pursuant to this Agreement shall be provided to the City.

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

**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 Consultant representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Agreement for and on behalf of the Consultant and further represents and warrants that the Consultant is not suspended, debarred, or otherwise disqualified under federal, state, or local law from participating in this Agreement.

**CITY OF FIRCREST**

**CONSULTANT**

By: \_\_\_\_\_  
Dawn Masko, City Manager

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

By: \_\_\_\_\_  
Joanna Eide, City Attorney

By: \_\_\_\_\_  
Arlette Burkhart, City Clerk



## Exhibit A

### Scope of Work

### Emerson Sidewalk Readvertisement

### Fircrest, WA

**Prepared For:** Tyler Bemis  
City of Fircrest  
115 Ramsdell Street, Fircrest, WA 98466

**Prepared By:** George Hilen, PE, Project Manager

**Date Prepared:** January 29, 2025

#### Introduction:

SCJ previously assisted the City with preparing the Plans, Specifications, and Estimates (PS&E) for a new sidewalk along the south side of Emerson Street between 67<sup>th</sup> Avenue W and Woodside Drive. The project will be readvertised for contractor bids, requiring an update to the PS&E package. This Scope of Work outlines the necessary efforts to revise the previously completed PS&E package and obtain WSDOT approval.

#### Assumptions

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

- ◆ This contract is funded by City funds and no other funding sources will be used.
- ◆ The project duration will be two (2) months following the execution of the contract.
- ◆ This contract only goes through the closing of the advertising phase. No work post bid opening is included in this contract.

### Phase 1 Management/Coordination/Administration

#### *Task 1 Management*

- 1) **Management:** Manage the project by directing and supervising staff and reviewing work for the duration of the project. This management is for the overall work rather than specific tasks.

#### *Task 2 Administration*

- 1) **Progress Billings:** Prepare a monthly progress invoice with progress reports attached. Invoices will show staff hours for each phase (i.e., Phase 1: Project Management).

#### Assumptions

- ◆ Project management will be provided over a two (2) month timeframe. Extension of the project timeframe may require a contract amendment.
- ◆ Progress billings will be submitted monthly to the City.

## Phase 2 Bid Documents

### *Task 1 Plans, Specifications and Estimate Update*

- 1) The Consultant will update the previously approved/advertised Project Manual to comply with the 2025 WSDOT Standard Specifications and the latest WSDOT/APWA General Special Provisions (GSPs).
- 2) The Consultant will submit the updated PS&E package to the City, and the City will coordinate with WSDOT Local Programs for review and approval.

### *Task 2 Assistance During Bidding*

- 1) **Bid Addendum:** Prepare an addendum and respond to bidders' questions relayed through the City. It is assumed that the Consultant will prepare one (1) addendum.

### Assumptions:

- ◆ The Project Manual will be updated to the 2025 WSDOT Standard Specifications for Road, Bridge and Municipal Construction.
- ◆ Only the dates on the construction plans will be updated to reflect the readvertisement date. No design or plan changes will be made.
- ◆ The Lump Sum Traffic Control bid item approval, Liquidated Damages Calculation approval, and the assigned DBE goal have been previously approved by WSDOT and will not need to be updated.

### Deliverables

- ◆ Updated Bid Document Full Size Plans (22x34) submitted via email in PDF format.
- ◆ Updated Bid Document Project Manual submitted via email in PDF format.

## Subconsultant Billing Rate Schedule



### SCJ Alliance

**Client:** City of Fircrest  
**Project:** Emerson Sidewalk Readvertisement  
**Job #:** 25-000057  
**File Name:** 2025-0129 Emerson Rebid Labor Estimate.xlsm  
**Date:** 1/29/25

Hourly Rate Table Format: Billing Rate Schedule  
 Allowable Overhead Rate: N/A  
 Negotiated Fixed Fee: N/A  
 Labor Template Version: 1/15/2025

### Billing Rate Schedule

Job Classifications	-	-	Total Hourly Billing Rates Minimum	Total Hourly Billing Rates NTE
Principal	-	-	\$220.00	\$430.00
Senior Consultant	-	-	\$200.00	\$425.00
Senior Project Manager	-	-	\$190.00	\$325.00
PM3 Project Manager	-	-	\$170.00	\$285.00
PM2 Project Manager	-	-	\$160.00	\$275.00
PM1 Project Manager	-	-	\$135.00	\$240.00
Senior Engineer	-	-	\$155.00	\$240.00
E4 Engineer	-	-	\$150.00	\$220.00
E3 Engineer	-	-	\$130.00	\$185.00
E2 Engineer	-	-	\$120.00	\$160.00
E1 Engineer	-	-	\$110.00	\$155.00
Senior Landscape Architect	-	-	\$135.00	\$200.00
L4 Landscape	-	-	\$130.00	\$180.00
L3 Landscape	-	-	\$115.00	\$165.00
L2 Landscape	-	-	\$105.00	\$140.00
L1 Landscape	-	-	\$100.00	\$130.00
Senior Planner	-	-	\$180.00	\$265.00
P4 Planner	-	-	\$135.00	\$190.00
P3 Planner	-	-	\$120.00	\$175.00
P2 Planner	-	-	\$105.00	\$160.00
P1 Planner	-	-	\$100.00	\$145.00
Senior Technician	-	-	\$135.00	\$215.00
T4 Technician	-	-	\$115.00	\$165.00
T3 Technician	-	-	\$100.00	\$150.00
T2 Technician	-	-	\$95.00	\$145.00
T1 Technician	-	-	\$80.00	\$125.00
Construction Inspector	-	-	\$145.00	\$230.00
Senior Construction Manager	-	-	\$0.00	\$0.00
RE 3 Construction Resident Engineer	-	-	\$0.00	\$0.00
RE 2 Construction Resident Engineer	-	-	\$0.00	\$0.00
RE 1 Construction Resident Engineer	-	-	\$0.00	\$0.00
Construction Office Engineer	-	-	\$0.00	\$0.00
CI4 Construction Inspector	-	-	\$0.00	\$0.00
CI3 Construction Inspector	-	-	\$0.00	\$0.00
CI2 Construction Inspector	-	-	\$0.00	\$0.00
CI1 Construction Inspector	-	-	\$0.00	\$0.00
Graphic Designer	-	-	\$100.00	\$180.00
PC3 Project Coordinator - CM Only	-	-	\$0.00	\$0.00
PC2 Project Coordinator	-	-	\$115.00	\$155.00
PC1 Project Coordinator	-	-	\$100.00	\$140.00
Project Accountant	-	-	\$100.00	\$200.00
IT Specialist	-	-	\$0.00	\$0.00
Senior Marketing Coordinator	-	-	\$0.00	\$0.00
Marketing Coordinator	-	-	\$0.00	\$0.00
Communications Manager	-	-	\$0.00	\$0.00
Information Services Manager	-	-	\$0.00	\$0.00

# Subconsultant Labor Hour Estimate

## SCJ Alliance

Client: City of Fircrest

Template Version: 1/15/2025

Project: Emerson Sidewalk Readvertisement

Billing Rate Schedule

Job #: 25-000057

File Name: 2025-0129 Emerson Rebid Labor Estimate.xlsm



Phase & Task No.	Phase & Task Title	Principal	PM2 Project Manager	E4 Engineer	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
<b>PHASE 1 Management/Coordination/Administration</b>							
<b>Task 1</b>	<b>Management</b>						\$ 1,316.00
1	Management	2.0	4.0			6.0	\$ 1,316.00
Subtotal Hours:		2.0	4.0	0.0	0.0	6.0	\$ 1,316.00
<b>Task 2</b>	<b>Administration</b>						\$ 668.00
1	Administration		2.0		2.0	4.0	\$ 668.00
Subtotal Hours:		0.0	2.0	0.0	2.0	4.0	\$ 668.00
Total Phase Hours:		2.0	6.0	0.0	2.0	10.0	10.0
Total Phase Direct Labor:		\$520.00	\$1,194.00	\$0.00	\$270.00	\$1,984.00	\$ 1,984.00
<b>PHASE 2 Bid Documents</b>							
<b>Task 1</b>	<b>Plans, Specifications and Estimate Update</b>						\$ 5,020.00
1	Plans, Specifications and Estimate Update	4.0	20.0			24.0	\$ 5,020.00
Subtotal Hours:		4.0	20.0	0.0	0.0	24.0	\$ 5,020.00
<b>Task 2</b>	<b>Assistance During Bidding</b>						\$ 970.00
1	Bid Addendum	1.0	2.0	2.0		5.0	\$ 970.00
Subtotal Hours:		1.0	2.0	2.0	0.0	5.0	\$ 970.00
Total Phase Hours:		5.0	22.0	2.0	0.0	29.0	\$ 29.0
Total Phase Direct Labor:		\$1,300.00	\$4,378.00	\$312.00	\$0.00	\$5,990.00	\$ 5,990.00
Total Hours All Phases		7.0	28.0	2.0	2.0	39.0	39.0
Total Direct Labor Estimate All Phases		\$1,820.00	\$5,572.00	\$312.00	\$270.00	\$7,974.00	\$ 7,974.00
<b>Indirect Costs</b>							
Subconsultants:							\$ -
Subconsultant Subtotal:							\$ -
Subconsultant Markup:							\$ -
<b>Subconsultant Total:</b>							\$ -
Reimbursable Expenses:							
		Copies, Printing, etc.					\$ -
		Mileage					\$ -
Expenses Subtotal:							\$ -
Expenses Markup:							\$ -
<b>Expenses Total:</b>							\$ -
Management Reserve:							\$ -
<b>Total Indirect Costs:</b>							\$ -
<b>Total:</b>							\$ 7,974.00

## Subconsultant Fee Determination Summary



### SCJ Alliance

Client: City of Fircrest  
 Project: Emerson Sidewalk Readvertisement  
 Job #: 25-000057  
 File Name: 2025-0129 Emerson Rebid Labor Estimate.xlsm

Template Version: 1/15/2025  
 Contract Type: Billing Rate Schedule

### Consultant Fee Determination

#### *DIRECT SALARY COST*

<u>Classification</u>	<u>Hours</u>	<u>Fully Burdened Rate</u>	<u>Amount</u>
Principal	7.0	\$260.00	\$1,820.00
PM2 Project Manager	28.0	\$199.00	\$5,572.00
E4 Engineer	2.0	\$156.00	\$312.00
Project Accountant	2.0	\$135.00	\$270.00

#### *TOTAL SALARY COST*

Total Salary Cost **\$7,974.00**

#### *SUBCONSULTANTS*

Subconsultant Fee Subtotal:	\$0	<b>\$0.00</b>
Subconsultant Markup:	0%	<b>\$0.00</b>

#### *REIMBURSABLE EXPENSES*

Copies, Printing, etc.	0.0%	of the Total Salary Costs	\$0.00
Mileage	0	miles at \$0.700 per mile	\$0.00
<b>Expenses Subtotal:</b>			<b>\$0.00</b>
<b>Expenses Markup:</b>	0%		<b>\$0.00</b>

#### *SUBTOTAL (SALARY, SUBCONSULTANTS AND EXPENSES)*

Subtotal (Salary, Subconsultants and Expenses)	<b>\$7,974.00</b>
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#### *MANAGEMENT RESERVE FUND (MRF)*

Management Reserve:	\$0	<b>\$0.00</b>
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**Total Estimated Budget: \$7,974.00**

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## FIRCREST CITY COUNCIL AGENDA SUMMARY

**NEW BUSINESS:** Emerson West Sidewalk Project Construction Management Services  
**ITEM:** 13D  
**DATE:** February 25, 2025  
**FROM:** Tyler Bemis, Public Works Director

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**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_, authorizing the City Manager to execute a Professional Services Agreement with Akana for construction management services for the Emerson West Sidewalk Project.

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**PROPOSAL:** The Council is being asked to authorize the City Manager to execute a professional services agreement with Akana for construction management services for the Emerson West Sidewalk Project. These services include project management, construction observation, inspections, and contract administration during the project's construction.

**FISCAL IMPACT:** Construction management costs for this project are \$82,853, as identified in Exhibit B, and will be covered by Real Estate Excise Tax (REET 2) proceeds.

**ADVANTAGES:** It is in the City's best interest to have a representative on-site throughout the construction process. This helps mitigate risk and creates consistency in quality control and reporting. Another definite advantage is having someone on-site for material testing.

**DISADVANTAGES:** None.

**ALTERNATIVES:** None.

**BACKGROUND:** The City was awarded construction funding of \$395,325 from the Washington State Department of Transportation (WSDOT). As a non-CA (Certification Acceptance) agency, the City of Fircrest is required to utilize WSDOT as the City's CA. WSDOT has taken part in all aspects of this project. Construction management services are required under the Local Agency Agreement with WSDOT.

**ATTACHMENTS:** [Resolution](#)  
[Professional Services Agreement](#)  
[Exhibit A – Scope of Work](#)  
[Exhibit B – Fees](#)

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, AUTHORIZING THE CITY  
MANAGER TO EXECUTE A PROFESSIONAL SERVICES  
AGREEMENT WITH AKANA FOR CONSTRUCTION  
MANAGEMENT SERVICES FOR THE EMERSON WEST  
SIDEWALK PROJECT.**

**WHEREAS**, the City of Fircrest (“City”) identified the Emerson West Sidewalk Project as a priority project in the City’s Six-Year Transportation Improvement Plan; and

**WHEREAS**, the City was awarded a Surface Transportation Block Grant for project construction from the Washington State Department of Transportation (WSDOT); and

**WHEREAS**, the WSDOT Local Agency Agreement requires the utilization of a construction management consultant; and

**WHEREAS**, the City desires to enter into a professional services agreement with Akana for construction management services for the Emerson West Sidewalk Project in the amount of \$82,853, including tax.

**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 professional services agreement with Akana for construction management services related to the Emerson West Sidewalk Project in the amount of \$82,853, including tax.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON**, at a regular meeting thereof this 25th day of February 2025.

**APPROVED:**

\_\_\_\_\_  
Shannon Reynolds, Mayor

**ATTEST:**

\_\_\_\_\_  
Arlette Burkhardt, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Joanna Eide, City Attorney



**CITY OF FIRCREST  
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT, hereinafter referred to as "Agreement," is entered into this 25<sup>th</sup> day of February 2025 by and between the City of Fircrest, a political subdivision of the State of Washington and hereinafter referred to as the "City" and Akana, hereinafter referred to as "Consultant," 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 Consultant is retained by the City to perform Construction Management services in connection with the project designated as Emerson West Sidewalk Project, hereinafter referred to as "Project."
2. **SCOPE OF SERVICES.** The Consultant agrees to perform in a good and professional manner the tasks described in Exhibit A - Scope of Work, attached hereto and incorporated herein by this reference. The Consultant agrees to perform the services, including the provision of all labor, materials, equipment, and supplies as identified in Exhibit A. The Consultant shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment, or other relationship with the City.
3. **TERMS OF AGREEMENT.** Notwithstanding the date of execution hereof, this Agreement shall be in full force and effect for a period commencing February 25, 2025, and ending June 30, 2025, and may be renewed yearly thereafter. Either party may terminate this Agreement upon thirty (30) day's written notice to the other party.
4. **PAYMENT.** Upon receipt of an invoice from the Consultant, payments may be made on a monthly basis for work completed. Each invoice shall itemize the work performed. The total cost for services shall not exceed \$82,853.00, including any applicable tax, without written modification of this Agreement signed by the City.
5. **ASSIGNMENT.** The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.
6. **COMPLIANCE WITH CITY POLICY.** The Consultant shall comply with approved City policies concerning the administration of City-owned property, and the provisions of the policy shall have the same force and effect as provisions of this agreement to the extent not inconsistent herewith.
7. **COMPLIANCE WITH LAWS.** The Consultant shall be duly licensed and shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments. Per [Fircrest Municipal Code 5.04.020](#), the Consultant agrees to obtain a City of Fircrest business license prior to performing any work pursuant to this Agreement.
8. **CONFIDENTIALITY OF INFORMATION.** All information and data furnished to the Consultant by the City, and all other documents to which the Consultant'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.

9. **CONSULTANT’S REPRESENTATIONS.** The Consultant hereby represents that it has all necessary licenses and certifications to perform the services provided for herein and is qualified to perform such services.
10. **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.
11. **DELAYS AND EXTENSIONS OF TIME.** If the Consultant is delayed at any time in the progress of providing services covered by this Agreement by any causes beyond the Consultant’s control, the time for performance may be extended by such time as shall be mutually agreed upon by the Consultant and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.
12. **HOLD HARMLESS, DEFENSE, AND INDEMNITY.**
- A. **Consultant Indemnification.** Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from claims, injuries, damages, losses, or suits, including attorney fees, arising out of, in connection with, or incident to any negligent or intentional acts, errors or omissions, or conduct of the Consultant (or its employees, agents, representatives, subcontractors, or subconsultants) in the performance of this Agreement, whether such claims sound in contract, tort, or other legal theory, except for injuries and damages caused by the sole negligence of the City. The Consultant’s duty to defend and indemnify pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Consultant.
- Should a court of competent jurisdiction determine that this Agreement is subject to [RCW 4.24.115](#), then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant’s liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant’s waiver of immunity under Industrial Insurance, [Title 51 RCW](#), solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. As used in this Section, “City” includes the City, the City officers, employees, agents, and representatives. If, and to the extent, Consultant employs or engages subcontractors or subconsultants, then Consultant shall ensure that each such subcontractor and subconsultant (and subsequent tiers of subcontractors and subconsultants) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the Consultant pursuant to this section. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.
- B. **Industrial Insurance Act Waiver.** It is specifically and expressly understood that the Consultant waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, [Title 51 RCW](#), solely for the purposes of this indemnification. Consultant’s indemnification shall not be limited in any way by any limitation on the amount of damages, compensation, or benefits payable to or by any third party under workers’ compensation acts, disability benefit acts, or any other benefits acts or programs. The Parties acknowledge that they have mutually negotiated this waiver.
- C. **Survival.** The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

**13. INSURANCE.** The Consultant will obtain and maintain, for the duration of this Agreement, 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 Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the Consultant'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 Consultant shall maintain at least the following minimum insurance coverage covering all activity under this agreement, and as to which the City shall be named as primary non-contributory additional insured on the Liability insurance:

- |  |                                   |
|--|-----------------------------------|
| a. 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 14 days before work commences.

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

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

**15. NON-DISCRIMINATION.** The Consultant 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 Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any service for the City now or in the future.

**16. NON-WAIVER.** A waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provisions.

**17. 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:

<i>Notice to the City of Fircrest shall be sent to:</i>	<i>Notice to the Consultant shall be sent to:</i>
City of Fircrest Attn: Tyler Bemis 115 Ramsdell Street Fircrest, WA 98466  Phone: 253-564-8900  E-Mail: publicworks@cityoffircrest.net	Akana Attn:   Phone:  E-Mail:

**18. OWNERSHIP, FORM, AND USE OF DOCUMENTS.** All documents, drawings, specifications, and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City, whether the project for which they are made is executed or not. Except as otherwise stated in Exhibit A, the Consultant shall provide the City with all final documents, reports, or studies in printed and electronic form. Unless otherwise directed in writing by City, all final documents, reports, or studies shall be provided to City in both a PDF and Word format. Where applicable, all Complete Plan Set Drawings shall include all Specifications and shall be submitted to the City in the most updated version of AutoCAD in an unrestricted format and in accordance with the City Code. The Consultant shall not be responsible for any use or modifications of said documents, drawings, specifications, or other materials by the City or its representatives for any purpose other than the project specified in this Agreement.

**19. PERFORMANCE AND STANDARDS.** The Consultant shall perform its work to conform to generally accepted professional standards. Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of all plans, designs, drawings, and specifications prepared under this Agreement. The Consultant shall, without additional compensation, correct or reverse any errors or omissions in such work. The City has a right to withhold a part or all of the monthly payments if, in the judgment of the City, the Consultant has not performed or has unsatisfactorily performed any of the services outlined in this contract, provided that the City shall promptly notify the Consultant in writing of the specific items of non-performance or unsatisfactory performance. It is further provided that any such payments withheld shall reasonably relate to the estimated value of the work not performed.

**20. PREVAILING WAGES.** Prevailing wages are not required for this Agreement.

**21. RECORDKEEPING.** The Consultant 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 the City to assess performance, compliance, and quality assurance under this Agreement.

The Consultant acknowledges that all records created or used by the Consultant in the performance of this Agreement may be subject to the Public Records Act, [RCW 42.46](#). Except as otherwise authorized by the City, the Consultant 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. "Record" includes but is not limited to all written and electronic documents, photographs, drawings, and maps.

**22. SAFETY REQUIREMENT.** All work performed under the terms of this agreement shall be performed in a manner that provides maximum safety to the public and employees of the City of Fircrest.

**23. 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, which remains in full force and effect.

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

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

**26. TERMINATION.** If the Consultant violates any of the covenants undertaken herein or any of the duties imposed upon it by the Agreement, this Agreement may be terminated by either party immediately with cause. Alternatively, either Party may terminate this Agreement without cause upon thirty (30) days' written notice, served to the other Party by certified mail. In such a case, the Consultant shall be compensated by the City for all work performed to the date of termination. In the event of termination, all finished and unfinished work prepared by the Consultant pursuant to this Agreement shall be provided to the City.

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

**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 Consultant representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Agreement for and on behalf of the Consultant and further represents and warrants that the Consultant is not suspended, debarred, or otherwise disqualified under federal, state, or local law from participating in this Agreement.

**CITY OF FIRCREST**

**CONSULTANT**

By: \_\_\_\_\_  
Dawn Masko, City Manager

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

By: \_\_\_\_\_  
Joanna Eide, City Attorney

By: \_\_\_\_\_  
Arlette Burkhardt, City Clerk



## Construction Management Services

### Scope of Work

**January 27, 2025**

### Emerson West Sidewalk Project

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This work will provide construction management services for the construction contract to complete the project work consists of adding a sidewalk and a bike lane route along the south side of Emerson Street from 67th Avenue West to Woodside Drive, to complete the last sidewalk gap along the Emerson Street sidewalk route. This project adds a curb, gutter, ADA compliant sidewalk and retaining wall. Currently there is a 3 1/2-foot-wide sidewalk on the west end of the project from 67th Ave. West east bound. Then, there is a dirt walkway from the current sidewalk to Woodside drive. Current hillside pushes pedestrians into the very busy road, making passage very dangerous and impossible for those with disabilities. A new pony wall or retaining wall will be built to allow for a new ADA compliant sidewalk. all in accordance with the project Contract Plans, Contract Provisions and Standard Specifications.

A detailed scope for the Contract follows:

## I. INTRODUCTION

Akana (CONSULTANT) will provide professional Construction Management {CM} Services for the City of Fircrest {CITY}. These services will include CM, contract administration, field observation, documentation, and reporting as required during the " Emerson West Sidewalk Project". All services will be provided in accordance with the Washington State Department of Transportation's {WSDOT} Local Agency Guidelines and Construction Manual.

The following scope of services and associated costs are based upon the assumptions outlined below.

### General Assumptions:

- The level of service and fee is based on project duration of **40 working days**.
- The **proposed project team** will include part-time resident engineer, part-time documentation control specialist, and full-time inspector.
- AKANA will utilize the Record of Materials (ROM) developed by WSDOT. This scope of services provides the management of the ROM and scheduling of required materials testing respectively.
- City will review and execute the insurance, bonds, and the Construction Contract.
- AKANA will work with the City's Contractor to conduct all community outreach in relation to phasing and direct impacts due to construction. The City's Contractor shall be responsible for the communication to the community on schedule and work activities.
- Services will be performed in accordance with the Contract plans & special provisions, and City of Fircrest engineering standards.

- Coordination of construction with franchise utilities, if any, will be provided by AKANA.
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## II. SCOPE OF WORK

The objective and purpose of this Construction Management Services Agreement is for the Consultant to successfully deliver the construction of the Project to the City by ensuring that the improvements are constructed in accordance with the approved Plans and Specifications, as may be amended or revised, that all the required Project documentation is accounted for.

### TASK 1 – MANAGEMENT / COORDINATION /ADMINISTRATION

Provide overall project management, coordination with the city, monthly progress reports, and invoicing. This effort will include the following elements.

- 1.1 Contract Administration:** Organize and layout work for project staff. Prepare project instructions on contract administration procedures to be used during construction.
- 1.2 Monthly Invoices:** Review monthly expenditures and CM team scope activities. Prepare and submit monthly project progress letters to the city along with invoices describing CM services provided each month. Prepare and submit reporting required by funding source(s).

#### **Deliverables:**

- Monthly invoices and progress reports

### TASK 2 – PRECONSTRUCTION SERVICES

- 2.1 Bidding Support:** The Consultant will assist the city in reviewing bids, provide contractor verification and letter of recommendation to award.
- 2.2 Preconstruction Conference:** The Consultant will prepare an agenda for, distribute notices of, and conduct a preconstruction conference in the City's offices. The Consultant's resident engineer, inspector, and document control specialist will attend the preconstruction conference. Pertinent City staff and private utilities will also be present at this meeting. The Consultant will prepare a written record of the meeting and distribute copies of the minutes to all attendees and affected agencies, staff, etc.

At the Pre-construction conference, the Consultant shall facilitate discussions with the Contractor concerning the plans, specifications, schedules, pay estimate timelines and cutoff dates, issues with utilities, unusual conditions, Federal, State, and local requirements and any other items that will result in better project understanding among the parties involved.

#### **Deliverables:**

- Recommendation to Award Letter
- Preconstruction conference agenda with meeting minutes

## TASK 3 – CONSTRUCTION SERVICES - FIELD

**3.1 Construction Observation:** The Consultant will provide one inspector during construction activities and other tasks necessary to monitor the progress of the work. The Inspector will ensure that the daily inspection reports and working days reporting are completed in a timely manner and contain sufficient information to assess whether the Work is being conducted in compliance with the Contract Documents.

The Inspector may perform the following duties as a matter of his daily activities:

- i. Observe technical conduct of the construction, including providing day-to-day contact with construction contractor, City, utilities, and other stakeholders, and monitor for adherence to the Contract Documents. The Consultant's personnel will act in accordance with Sections 1-05.1 and 1-05.2 of the Standard Specifications.
- ii. Observe material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes and notify construction contractor of noncompliance. Advise the City of any non-conforming work observed.
- iii. Document all material delivered to the job site in accordance with the Contract Documents.
- iv. Prepare daily inspection reports, recording the construction contractor's operations as actually observed by the Consultant; includes quantities of work placed that day, contractor's equipment and crews, and other pertinent information.
- v. Interpret Contract Documents in coordination with the City, Contractor, and AKANA.
- vi. Resolve questions which may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the construction contractor.
- vii. Establish communications with adjacent property owners. Respond to questions from property owners and the public.
- viii. Coordinate with permit holders on the Project to monitor compliance with approved permits, if applicable. This effort including coordinating with WSDOT regarding the General Permit conditions, if necessary.
- ix. Prepare field records and documents to ensure the Project is administered in accordance with the funding requirements.
- x. Collect and calculate delivery tickets and scaleman's daily reports of aggregate. All tickets will be initialed with correct bid item and stationing identified (Construction Manual 10-2).
- xi. Attend and actively participate in regular on-site weekly construction meetings.
- xii. Take digital photographs during construction, and record locations.
- xiii. Punch list. Upon substantial completion of work, coordinate with the Client and affected agencies, to prepare a 'punch list' of items to be completed or corrected. Coordinate final inspection with those agencies.

**3.2 Material Testing – Coordination & Tracking:** Coordinate with the Contractor and the material testing firm to schedule testing of materials in the field meet specifications.

**3.3 Substantial Completion:** Upon substantial completion of work, coordinate with the City and other affected agencies, to perform a project inspection and develop a comprehensive list of deficiencies or 'punchlist' of items to be completed. A punchlist and Certificate of Substantial Completion will be prepared by the Consultant and issued by the City.



### Assumptions:

- Consultant will provide observation services for the days/hours that the contractor's personnel are on-site.
- Assumption is Client's Contractor shall work normal 40-hour work weeks. For this project the "normal" work week may occur at night. AKANA does not differentiate day shift from night shift. However, if the City's Contractor works a double shift (both day and night) within a single 24-hour period this will constitute two working days. AKANA's hours for inspection are based on one shift for number of working days allowed per Contract.

### Deliverables:

- Daily Construction Reports with project photos
- Punch List, Certificate of Substantial Completion
- Review test reports for compliance

## TASK 4 – CONSTRUCTION SERVICES – OFFICE

**4.1 Document Control.** Original documentation will be housed at the Consultant's office and filed in accordance with standard filing protocol. A copy of working files will be maintained in the field office. Document Control will consist of the following:

- Final Estimate (Approving Authority File)
- Final Records as identified in WSDOT LAG (Approving Authority File)
- Record of Material Samples and Tests
- Materials Certification
- Affidavit of Wages Paid
- Release for the Protection of Property Owners and General Contractor
- UDBE Documentation (see 4.11 below).
- Certified Payroll (see 4.10 below).

**4.2 Project Coordination:** Liaison with City, construction Contractor, engineer, utilities and property owners on a regular basis to discuss project issues and status.

**4.3 Plan Interpretations:** Provide technical interpretations of the drawings, specifications, and Contract Documents, and evaluate requested deviations from the approved design or specifications. Coordinate with City for resolution of issues involving scope, schedule, and/or budget changes.

**4.4 Weekly Meetings:** Lead weekly meetings, including preparation of agenda, meeting minutes, and distribution of minutes to attendees. Outstanding issues to be tracked on a weekly basis. Weekly Statement of Working Days will be reviewed/accepted by Contractor during the Weekly Meeting.

**4.5 Initial Schedule Review:** Perform detailed schedule review of Contractor provided CPM for conformance with the Contract Documents.

- 4.6 Lump Sum Breakdown:** Evaluate construction Contractors' Schedule of Values for lump sum items. Review the Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents. Lump Sum Breakdowns for payment each month will be calculated with detailed data.
- 4.7 Monthly Pay Requests:** Prepare monthly requests for payment, review with the city, Contractor and approve as permitted. Utilize City-provided format for pay estimates, or Consultant format.
- 4.8 Monthly Schedule Review:** At the monthly cutoff, review Contractor's updated schedule and compare with field-observed progress, as described in Section 1-08 of the Special Provisions. In addition, perform schedule analysis on Contractor-provided CPM updates and review schedule for delays and impacts. Coordinate with Contractor in the development of recovery schedules, as needed, to address delays caused by either events or issues within the Contractor's control or other events or issues beyond the Contractor's control.
- 4.9 Certified Payroll:** The Consultant will process and check the Contractor and Subcontractor's certified payroll per State Prevailing Wage Requirements. Tracking of payroll shall consist of recording each payroll received from the Prime and Subcontractors and checking pay rates against Contract requirements.
- 4.10 Weekly Statement of Working Days:** Prepare and issue weekly statement of working day report each week.
- 4.11 WSDOT & FHWA Reporting:** Prepare and track all necessary reports per WSDOT Highways & Local Program Requirements. This will include UDBE condition of award tracking throughout the project, UDBE Reporting, EEO reporting, Training Goal tracking via certified payroll, UDBE on site reviews, and Training Questionnaires. Periodically meet with WSDOT Highways and Local Programs staff as requested to review project status.
- 4.12 Subcontractor Documentation:** Process / approve all required subcontractor documentation. Request to Sublets will be verified and logged. This includes checking System Award Management System (SAMS), verifying business licensing, reviewing insurance documentation, verifying city business licensing, Intent to Pay Prevailing Wage and Affidavit of Wages Paid. All subcontractor documentation will be logged into AKANA's subcontractor logs.
- 4.13 Cost Projections:** Prepare up to two cost projections for the project. Projections to be based on the current amount paid to date, pending change orders, quantity projections, and other information. A verbal memo to file at substantial completion will be written outlining all of the over/under-run.
- 4.14 Record Drawings:** Review record drawings prepared by the Contractor. Record drawings to be verified monthly, as part of the progress payment to the Contractor. Upon project completion, Contractor-provided markups will be verified for completeness and supplemented with inspection information. The Consultant will provide the marked-up plan sheets with both the Contractor's and inspectors as-built information. Revisions to the CAD drawings are not included.
- 4.15 Audit Oversight:** Provide oversight, with Client staff, during audits performed by WSDOT Local Programs and others and make corrections to project documentation as needed.

**4.16 Physical Completion Letter:** Following completion of all punchlist work, prepare physical completion letter to the Contractor, and recommend that City and/or Utilities accept the project.

**4.17 Project Closeout:** Transfer all project documents to the city for permanent storage.

- Schedule review comments
- As-built schedule
- Meeting agendas and notes
- Monthly Pay Estimates
- Subcontractor Packets
- Cost Projection
- Physical Completion Letter
- Final Project Documents – Including WSDOT reporting as shown in section 4.11 above.

## TASK 5 – SUBMITTAL/RFI PROCESSING

**5.1 Submittals:** Coordinate review process for shop drawings, samples, traffic control plans, test reports, and other submittals from the Contractor for compliance with the contract documents. Key submittals to be transmitted to the Client for their review and approval. Submittals shall be logged and tracked.

**5.2 Request for Information (RFI):** Review and respond to RFI's. RFI's shall be logged and tracked.

**5.3 Record of Materials (ROM):** Utilize ROM prepared by WSDOT and update based on Special Provisions and Plans for use on the project, based on the contract specifications. The ROM will be maintained by the Resident Engineer. The ROM will track all the materials delivered to the site including manufacturer/supplier, approved RAM's, QPL items, material compliance documentation, and all other required documentation.

### **Deliverables:**

- Submittal log
- RFI Log
- Completed Record of Material.

### **Assumptions:**

- It is assumed that materials that require fabrication inspection per WSDOT LAG 52.3.32 will be conducted by WSDOT through a contract with the City. Materials that fall within this category include Signal and Illumination poles, structural precast concrete items, and signs.

## TASK 6 – CHANGE MANAGEMENT

**6.1 Case Log:** Develop and maintain a case log which includes change orders, RFP's and Field Work Directives.

- 6.2 Change Orders:** Develop change orders and provide technical assistance to negotiate change orders and assist in resolution of disputes which may occur during the project. Each change order will be executed in accordance with WSDOT Standard Specifications and contain the following:
- Change order
  - Contractor's Pricing
  - Verbal Approval Memo
  - Back up documentation, including independent cost estimate and time impact analysis.
- 6.3 Field Work Directives:** Prepare field work directives as necessary to keep the Contractor on schedule.
- 6.4 Minor Change Orders:** Develop minor change orders per WSDOT Standard Specifications. Each minor change order will be executed and contain the following:
- Verbal Approval Memo
  - Back up documentation, including independent cost estimate and time impact analysis
- 6.5 Force Account:** Track Contractor force account labor, equipment and materials. All force account calculations will be verified by the engineer and double checked by the documentation specialist.

**Deliverables:**

- Change Order(s)
- Case Management Log
- Minor Change Order(s)
- Force Account Records


## **TASK 7 – ADDITIONAL SERVICES**

Additional services requested by the city will be performed only when authorized by the city. Authorization to perform additional services will be in writing, specifying the work to be performed, and basis of payment. Items such as Community Outreach (except as completed on a day-to-day basis by the inspector and resident engineer as described in task 3.1 – vii), Public Meetings, Ribbon Cutting Ceremony, claims analysis, services during shutdown periods of non-working days, and services for extended working days are examples of possible additional services. This fee is based on 8-hour days.

**SUMMARY**

**Project: City of Fircrest  
Emerson West Sidewalk Project  
Cost Computation  
40 working days**

Description	Estimated Fee
Task 1 - Management/Coordination/Administration	\$ 1,092
Task 2 - Preconstruction Services prior to Contractor Notice to Proceed	\$ 2,216
Task 3 - Construction Observation (40 working days, assumed 8 hours per day)	\$ 54,895
Task 4 - Construction Services - Office	\$ 19,641
Task 5 - Submittal/RFI Process	\$ 1,150
Task 6 - Change Management	\$ 1,725
Reimbursables	\$ 2,134
Total:	<b>\$ 82,853</b>

<b>Project:</b>		<b>City of Fircrest</b> <b>Emerson West Sidewalk Project</b> <b>Cost Computation</b> <b>40 working days</b>						
							<b>Total Fee</b>	
<b>Task</b>	<b>Description</b>	<b>Sr. Construction Manager</b>	<b>Resident Engineer</b>	<b>Sr. Construction Inspector</b>	<b>Construction Administrator</b>	<b>Billing PC</b>		
<b>Task 1 - Management/Coordination/Administration</b>								
1.1	Contract Administration	2				5	\$	1,092
1.2	Monthly Invoices						\$	-
<b>Task Totals</b>		<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>\$</b>	<b>1,092</b>
<b>Task 2 - Preconstruction Services prior to Contractor Notice to Proceed</b>								
2.1	Bidding Support		2				\$	467
2.2	Preconstruction Conference		1	8	1		\$	1,749
<b>Task Total</b>		<b>0</b>	<b>3</b>	<b>8</b>	<b>1</b>	<b>0</b>	<b>\$</b>	<b>2,216</b>
<b>Task 3 - Construction Observation (40 working days, assumed 8 hours per day)</b>								
3.1	Construction Observation			300			\$	52,783
3.2	Material Testing			12			\$	2,111
3.3	Substantial Completion			8				
<b>Task Total</b>		<b>0</b>	<b>0</b>	<b>320</b>	<b>0</b>	<b>0</b>	<b>\$</b>	<b>54,895</b>
<b>Task 4 - Construction Services - Office</b>								
4.1	Document Control		11		5		\$	3,109
4.2	Project Coordination		7		0		\$	1,634
4.3	Plan Interpretations		1		0		\$	233
4.4	Weekly Meetings		8		8		\$	2,733
4.5	Initial Schedule Review		1		0		\$	233
4.6	Lump Sum Breakdown		1		0		\$	233
4.7	Monthly Pay Requests		8		30		\$	5,115
4.8	Monthly Schedule Review		2		0		\$	467
4.9	Certified Payroll		1		8		\$	1,100
4.10	Weekly Statement of Working Days		4		2		\$	1,150
4.11	WSDOT & FHWA Reporting		1		2		\$	450
4.12	Subcontractor Documentation		1		4		\$	666
4.13	Cost Projections		1		0		\$	233
4.14	Record Drawings		1		0		\$	233
4.15	Audit Oversight		1		2		\$	450
4.16	Physical Completion Letter		1		0		\$	233
4.17	Project Closeout		4		4		\$	1,367
<b>Task Total</b>		<b>0</b>	<b>54</b>	<b>0</b>	<b>65</b>	<b>0</b>	<b>\$</b>	<b>19,641</b>
<b>Task 5 - Submittal/RFI Process</b>								
5.1	Submittals		2				\$	467
5.2	RFI's		1				\$	233
5.3	Record of Materials		1		2		\$	450
<b>Task Total</b>		<b>0</b>	<b>4</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>\$</b>	<b>1,150</b>
<b>Task 6 - Change Management</b>								
6.1	Case Log		1		1		\$	342
6.2	Change Orders		2		0		\$	467
6.3	Field Work Directives		1		0		\$	233
6.4	Minor Change Orders		1		0		\$	233
6.5	Force Account		1		2		\$	450
<b>Task Total</b>		<b>0</b>	<b>6</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>\$</b>	<b>1,725</b>
<b>Reimbursables</b>								
	Reimbursable expenses - see breakdown for details					0	\$	2,134
<b>Task Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$</b>	<b>2,134</b>
		<b>2</b>	<b>64</b>	<b>328</b>	<b>70</b>	<b>5</b>	<b>Subtotal: \$ 82,853</b>	

\* Hourly rates are based on the following:

Hourly rates are based on the following:							Totals					
Direct Salary Costs	\$	104.50	\$	89.25	\$	67.28	\$	41.40	\$	41.72	\$	30,866.35
WSDOT Overhead Rate		131.51%							\$	40,592		
Fixed Fee		30%							\$	9,260		



**Project:** City of Fircrest  
Emerson West Sidewalk Project  
Cost Computation  
40 working days

Reimbursable Breakdown				Cost
<b>Task 1 - Management/Coordination/Administration</b>				
Mileage				\$ -
Reproduction				\$ -
<b>Task 1 - Total</b>				<b>\$ -</b>
<b>Task 2 - Preconstruction Services prior to Contractor Notice to Proceed</b>				
Mileage	Miles	Rate		\$ -
			Total	\$ -
<b>Task 2 - Total</b>				<b>\$ -</b>
<b>Task 3 - Construction Observation (40 working days, assumed 8 hours per day)</b>				
Vehicle	Mo	Rate	Months	
	1,067		2	\$ 2,134.00
<b>Task 3 - Total</b>				<b>\$ 2,134.00</b>
<b>Task 4 - Construction Services - Office</b>				
Mileage				
Misc Office Supplies				\$ -
<b>Task 4 - Total</b>				<b>\$ -</b>
<b>Task 5 - Submittal/RFI Process</b>				
Mileage	Miles	Rate		\$ -
	0		0	\$ -
<b>Task 5 - Total</b>				<b>\$ -</b>
<b>Reimbursables</b>				
Mileage				\$ -
Reproduction				\$ -
<b>Task 6 - Total</b>				<b>\$ -</b>
<b>Total Reimbursable Costs:</b>				<b>\$ 2,134.00</b>