

**FIRCREST CITY COUNCIL
REGULAR MEETING AGENDA**

**TUESDAY, JANUARY 13, 2026
7:00 P.M.**

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

Pg.#

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PRESIDING OFFICER'S REPORT**
 - A. City Clerk: Suspension of Rules
 - B. City Clerk: Selection of Mayor
 - C. Selection of Mayor Pro-Tempore
 - D. [Proclamation: Martin Luther King Jr. Day](#) 2
- 5. CITY MANAGER COMMENTS**
- 6. DEPARTMENT HEAD COMMENTS**
- 7. COUNCILMEMBER COMMENTS**
- 8. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA** (If you would like to make a public comment, you may speak at the appropriate time using the raise your hand feature or by pressing *9 on your phone.)
- 9. COMMITTEE, COMMISSION & LIAISON REPORTS**
 - A. Administration
 - B. Built Environment, Planning, and Building
 - C. Finance, Information Technology
 - D. Other Reports
- 10. CONSENT CALENDAR**
 - A. Approval of [vouchers](#)/payroll checks 3
 - B. Approval of Minutes: [December 9, 2025, Regular Meeting](#) 10
[December 23, 2025, Regular Meeting](#) 16
 - C. Setting a Joint Meeting of the City Council and the Planning Commission on February 3, 2026, at 6:00 pm at Fircrest City Hall.
 - D. Setting a Public Hearing on January 27, 2026, at 7:15 pm or shortly thereafter to receive comments on a proposed Solid Waste rate adjustment.
 - E. [Los Tapatios Liquor License Renewal](#) 19
There were no objections registered for the approval of this liquor license renewal
- 11. PUBLIC HEARING**
- 12. UNFINISHED BUSINESS**
- 13. NEW BUSINESS**
 - A. [Resolution: Alameda Construction Bid Award](#) 20
 - B. [Resolution: Public Defender Services Contract](#) 42
- 14. CALL FOR FINAL COMMENTS**
- 15. EXECUTIVE SESSION**

To Discuss Potential Litigation, pursuant to RCW 42.30.110(1)(i)
- 16. ADJOURNMENT**

Join the Zoom Meeting: *Dial-in Information: 1-253-215-8782 Webinar ID: 893 2632 0657 Password: 848037*



PROCLAMATION OF THE CITY COUNCIL

WHEREAS, Dr. Martin Luther King Jr. devoted his life to the pursuit of equality, social justice, and opportunity for all, while tirelessly working to eliminate racism through non-violent social change; and

WHEREAS, as a civil rights leader, Dr. King became the eloquent and unwavering voice of the American civil rights movement, whose speeches and activism brought about monumental progress toward racial equality and justice, contributing to the passage of the Civil Rights Act of 1964 and the Voting Rights Act of 1965; and

WHEREAS, Dr. King challenged all people to participate in building a more perfect union, grounded in the ideals of freedom and justice for all; and

WHEREAS, despite the progress made since the civil rights movement, Dr. King's teachings remain relevant today, as inequities, injustices, discrimination, and oppression persist in our society; and

WHEREAS, on November 2, 1983, federal legislation established the third Monday in January as a legal holiday to honor the life of civil rights leader Martin Luther King Jr.; and

WHEREAS, we honor and celebrate Dr. King's legacy, which calls upon all of us to stand against injustice and continue working toward a more equitable society;

NOW, THEREFORE, WE, MAYOR AND COUNCILMEMBERS of the City of Fircrest, do hereby proclaim Monday, January 19, 2026, as

Dr. Martin Luther King Jr. Day

in the City of Fircrest and encourage our community to honor his legacy through acts of service, participation in local Dr. Martin Luther King Jr. Day celebrations across the county, and a renewed commitment to justice, opportunity, and equality for all.

Passed this 13th day of January 2026

Mayor

ACCOUNTS PAYABLE

City Of Fircrest

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
36809	12/30/2025	01/13/2026	10562 Amazon Capital Services	25.34	3-Ring Binders (Qty 2)
	518 30 31 00 Oper Supplies - Facilities		001 000 518 General Fund	4.22	3-Ring Binders (Qty 2)
	531 50 31 02 Oper Supplies - Storm		415 000 531 Storm Drain	4.23	3-Ring Binders (Qty 2)
	534 50 31 01 Oper Supplies - Water Main		425 000 534 Water Fund (dep	4.22	3-Ring Binders (Qty 2)
	535 50 31 01 Oper Supplies - Sewer Main		430 000 535 Sewer Fund (dep	4.22	3-Ring Binders (Qty 2)
	542 30 31 02 Oper Supplies - Street Reg		101 000 542 City Street Fund	4.22	3-Ring Binders (Qty 2)
	576 80 31 02 Oper Supplies - Parks		001 000 576 General Fund	4.23	3-Ring Binders (Qty 2)
36862	01/07/2026	01/13/2026	10562 Amazon Capital Services	450.90	Surge Protector & USB Hub with Data Ports (Qty 10)
	594 48 64 02 ERR Capital - Court		501 000 548 Equipment Rent	45.09	Surge Protector & USB Hub with Data Ports (Qty 10)
	594 48 64 05 ERR Capital - Non Dept		501 000 548 Equipment Rent	45.09	Surge Protector & USB Hub with Data Ports (Qty 10)
	594 48 64 07 ERR Capital - I/S		501 000 548 Equipment Rent	45.09	Surge Protector & USB Hub with Data Ports (Qty 10)
	594 48 64 08 ERR Capital - Police		501 000 548 Equipment Rent	45.09	Surge Protector & USB Hub with Data Ports (Qty 10)
	594 48 64 11 ERR Capital - Parks/Rec		501 000 548 Equipment Rent	45.09	Surge Protector & USB Hub with Data Ports (Qty 10)
	594 48 64 12 ERR Capital - Street		501 000 548 Equipment Rent	75.15	Surge Protector & USB Hub with Data Ports (Qty 10)
	594 48 64 13 ERR Capital - Storm		501 000 548 Equipment Rent	75.15	Surge Protector & USB Hub with Data Ports (Qty 10)
	594 48 64 14 ERR Capital - Water/Sewer		501 000 548 Equipment Rent	75.15	Surge Protector & USB Hub with Data Ports (Qty 10)
Total Amazon Capital Services				476.24	
36787	12/29/2025	01/13/2026	10648 Andrews Technology HMS, Inc.	4,951.00	Time & Attendance Program - Annual Maintenance - 01/01/26-12/31/26
	514 23 41 00 Prof Svcs - Finance		001 000 514 General Fund	4,951.00	Time & Attendance Program - Annual Maintenance - 01/01/26-12/31/26
36810	12/30/2025	01/13/2026	4288 Carnival Time	606.65	Daddy Daughter Dance Photo Booth
	573 90 49 01 Community Events		001 000 573 General Fund	606.65	Daddy Daughter Dance Photo Booth
36785	12/29/2025	01/13/2026	11163 Clay, Rachel	342.41	Personnel Action Forms (Qty 500)
	518 10 34 02 Printing & Binding - Central		001 000 518 General Fund	342.41	Personnel Action Forms (Qty 500)
36818	12/30/2025	01/13/2026	11163 Clay, Rachel	41.84	Business Cards - J Barrentine (Qty 250)
	511 60 49 00 Miscellaneous - Legisl		001 000 511 General Fund	41.84	Business Cards - J Barrentine (Qty 250)
Total Clay, Rachel				384.25	
36832	01/05/2026	01/13/2026	8188 Comcast Business Communications LLC	470.68	Internet Access Fee - January 2026

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	518 81 42 00	Communication/Internet - I/	001 000 518 General Fund	470.68	Internet Access Fee - January 2026
36826	12/31/2025	01/13/2026 4603	DMCJA, Judge Anthony Gipe	330.00	2026 DMCJA Dues - J. Orlando
	512 51 49 02	Dues/Member/Subscriptions	001 000 512 General Fund	330.00	2026 DMCJA Dues - J. Orlando
36788	12/29/2025	01/13/2026 3585	DMCMA	250.00	2026 DMCMA Annual Dues - S Olivarez
	512 51 49 02	Dues/Member/Subscriptions	001 000 512 General Fund	250.00	2026 DMCMA Annual Dues - S Olivarez
36825	12/31/2025	01/13/2026 9885	Dande Company	41.29	Engraved Name Plate - J Orlando
	512 51 31 00	Office & Oper Sup - Court	001 000 512 General Fund	41.29	Engraved Name Plate - J Orlando
36830	01/02/2026	01/13/2026 1915	Estate of Mary Joan Niebergall	174.96	03-02580.0 - 914 ALAMEDA AVE
	343 10 00 00	Storm Drain Revenues	415 000 340 Storm Drain	-44.39	
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (dep	-49.78	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (dep	-80.79	
36821	12/30/2025	01/13/2026 3638	Fircrest Golf Club	1,408.12	Land Rental for Water Tank on Golf Course Property - January 2026
	591 34 70 00	Lease Payments - Water Adr	425 000 591 Water Fund (dep	1,408.12	Land Rental for Water Tank on Golf Course Property - January 2026
36870	01/07/2026	01/13/2026 10618	First Responder Outfitters, Inc.	49.64	Uniform Alterations - K Orteza
	521 22 49 01	Uniforms/Clothing/Laundry	001 000 521 General Fund	49.64	Uniform Alterations - K Orteza
36814	12/30/2025	01/13/2026 3735	Judicial Conference Registrar, Financial Services	400.00	2026 Washington Judicial Conference Registration - Fircrest/Ruston Court - Judge Orlando
	512 51 49 01	Reg & Tuition - Court	001 000 512 General Fund	400.00	2026 Washington Judicial Conference Registration - Fircrest/Ruston Court - Judge Orlando
36834	12/31/2025	01/13/2026 3776	Lemay Mobile Shredding	114.80	Shredding 12/2025 - CH & Court
	512 51 49 00	Miscellaneous - Court	001 000 512 General Fund	57.40	Shredding 12/2025 - Court
	514 23 49 00	Miscellaneous - Finance	001 000 514 General Fund	57.40	Shredding 12/2025 - CH
36835	12/31/2025	01/13/2026 3776	Lemay Mobile Shredding	51.02	Shredding 12/2025 - PW
	531 50 49 00	Miscellaneous - Storm	415 000 531 Storm Drain	17.00	Shredding 12/2025 - PW
	534 10 49 00	Miscellaneous - Water Admi	425 000 534 Water Fund (dep	17.01	Shredding 12/2025 - PW
	535 10 49 00	Miscellaneous - Sewer Admi	430 000 535 Sewer Fund (dep	17.01	Shredding 12/2025 - PW

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			Total Lemay Mobile Shredding	165.82	
36859	01/07/2026	01/13/2026 10459	Locke Systems Inc.	4,954.50	IT Managed Services - January 2026 (for December Services)
	518 81 41 01 Prof Svcs - I/S		001 000 518 General Fund	4,954.50	IT Managed Services - January 2026 (for December Services)
36815	12/30/2025	01/13/2026 11239	Meyers, Lyndsay	78.00	Library Reimbursement - 1 Year
	572 21 49 00 Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
36831	01/02/2026	01/13/2026 10557	Moss, Ryan	294.56	03-01970.0 - 445 BUENA VISTA AVE
	343 10 00 00 Storm Drain Revenues		415 000 340 Storm Drain	-69.39	
	343 40 00 00 Sale Of Water		425 000 340 Water Fund (dep	-79.34	
	343 50 00 00 Sewer Revenues		430 000 340 Sewer Fund (dep	-145.83	
36816	12/30/2025	01/13/2026 3904	O M W B E	435.52	Local OMWBE Fee (7/1/25-6/30/27)
	518 11 49 01 Dues/Member/Subscriptions		001 000 518 General Fund	435.52	Local OMWBE Fee (7/1/25-6/30/27)
36808	12/30/2025	01/13/2026 3957	PC Budget & Finance	8,770.24	2025 Voter Maintenance Charge
	514 40 41 01 Special Elections & Voter Re		001 000 511 General Fund	8,770.24	2025 Voter Maintenance Charge
36861	12/31/2025	01/13/2026 3955	Petrocard Systems Inc	253.75	Gas/Fuel - 12/2025
	548 65 31 13 Gas - Storm		501 000 548 Equipment Rent	253.75	Storm - 12/2025
36855	01/06/2026	01/13/2026 3986	Puget Sound Energy, BOT-01H	102.94	Natural Gas - Pool/Bathhouse - December 2025
	576 20 47 00 Public Utility Services - Pool		001 000 576 General Fund	102.94	Natural Gas - Pool/Bathhouse - December 2025
36856	01/06/2026	01/13/2026 3986	Puget Sound Energy, BOT-01H	89.96	Natural Gas - Rec Center - December 2025
	571 10 47 00 Public Utility Services - Rec		001 000 571 General Fund	89.96	Natural Gas - Rec Center - December 2025
			Total Puget Sound Energy, BOT-01H	192.90	
36817	12/30/2025	01/13/2026 10812	Quadient Finance USA, Inc.	2,000.00	Postage Meter Refill - November 2025
	518 10 42 01 Postage - Non Dept		001 000 518 General Fund	2,000.00	Postage Meter Refill - November 2025
36850	12/31/2025	01/13/2026 10302	Rollosson, Paul	78.00	Library Reimbursement - 1 Year
	572 21 49 00 Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year

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36888	01/09/2026	01/13/2026	6088 Sentinel Pest Control Inc	135.00	Pest Control - City Hall - 01/2026
	518 30 48 02	Rep & Maint - City Hall	001 000 518 General Fund	135.00	Pest Control - City Hall - 01/2026
36889	01/09/2026	01/13/2026	6088 Sentinel Pest Control Inc	258.00	Pest Control - PW - 01/2026
	531 50 48 00	Rep & Maint - Storm	415 000 531 Storm Drain	64.50	Pest Control - PW - 01/2026
	534 50 48 01	Rep & Maint - Water Maint	425 000 534 Water Fund (dep	64.50	Pest Control - PW - 01/2026
	535 50 48 00	Rep & Maint - Sewer Maint	430 000 535 Sewer Fund (dep	64.50	Pest Control - PW - 01/2026
	542 30 48 01	Rep & Maint - Street Maint	101 000 542 City Street Fund	64.50	Pest Control - PW - 01/2026
Total Sentinel Pest Control Inc				393.00	
36852	12/31/2025	01/13/2026	7308 SiteCrafting Inc	897.00	Monthly Hosting - CityofFircrest.net - Jan-Mar 2026
	518 81 41 02	Web Design & Maintenance	001 000 518 General Fund	897.00	Monthly Hosting - CityofFircrest.net - Jan-Mar 2026
36786	12/29/2025	01/13/2026	4707 Springbrook Holding Company LLC	25,520.42	Springbrook Software Annual Support - 2026
	514 23 41 00	Prof Svcs - Finance	001 000 514 General Fund	1,403.86	Software Annual Support - Tax on Lease - Finance 2026
	524 20 41 03	Prof Svcs - Building	001 000 524 General Fund	191.95	Software Annual Support - Tax on Lease - Building 2026
	531 50 41 00	Prof Svcs - Storm	415 000 531 Storm Drain	184.45	Software Annual Support - Tax on Lease - Storm 2026
	534 10 41 00	Prof Svcs - Water Admin	425 000 534 Water Fund (dep	184.46	Software Annual Support - Tax on Lease - Water 2026
	535 10 41 00	Prof Svcs - Sewer Admin	430 000 535 Sewer Fund (dep	184.45	Software Annual Support - Tax on Lease - Sewer 2026
	542 30 41 00	Prof Svcs - Street Reg	101 000 542 City Street Fund	191.94	Software Annual Support - Tax on Lease - Street 2026
	591 14 70 00	SBITA Payments - Finance	001 000 591 General Fund	13,899.63	Software Annual Support - SBITA Lease - Finance 2026
	591 24 70 00	SBITA Payments - Building	001 000 591 General Fund	1,900.45	Software Annual Support - SBITA Lease - Building 2026
	591 31 70 01	SBITA Payments - Storm	415 000 531 Storm Drain	1,826.26	Software Annual Support - SBITA Lease - Storm 2026
	591 34 70 01	SBITA Payments - Water Adr	425 000 591 Water Fund (dep	1,826.26	Software Annual Support - SBITA Lease - Water 2026
	591 35 70 01	SBITA Payments - Sewer Adr	430 000 535 Sewer Fund (dep	1,826.26	Software Annual Support - SBITA Lease - Sewer 2026
	591 95 70 01	SBITA Payments - Street Reg	101 000 591 City Street Fund	1,900.45	Software Annual Support - SBITA Lease - Street 2026
36805	12/30/2025	01/13/2026	9888 T-Mobile (Cell Phone Bill)	95.33	JAMF Pro Monthly - 12/2025
	518 10 42 00	Communication - Non Dept	001 000 518 General Fund	3.66	Non Dept - 12/2025 - JAMF Pro Monthly
	518 30 42 00	Communication - Fac/Equip	001 000 518 General Fund	11.01	Maint. Lead, 2 Workers 12/2025 - JAMF Pro Monthly
	521 22 42 00	Communication - Police	001 000 521 General Fund	36.70	Police Officers, Chief 12/2025 - JAMF Pro Monthly
	524 20 42 00	Communication- Building	001 000 524 General Fund	1.83	Community Development Dir. 12/2025 - JAMF Pro Monthly

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531 50 42 00	Communication - Storm	415 000 531	Storm Drain	7.32	Public Works Crew, Director, PW Office Coord. 12/2025 - JAMF Pro Monthly
534 10 42 00	Communication - Water Adr	425 000 534	Water Fund (dep	7.32	Public Works Crew, Director, PW Office Coord. 12/2025 - JAMF Pro Monthly
535 10 42 01	Communication - Sewer Adr	430 000 535	Sewer Fund (dep	7.32	Public Works Crew, Director, PW Office Coord. 12/2025 - JAMF Pro Monthly
542 30 42 00	Communication - Street Reg	101 000 542	City Street Fund	7.32	Public Works Crew, Director, PW Office Coord. 12/2025 - JAMF Pro Monthly
558 60 42 00	Communication - Planning	001 000 558	General Fund	1.84	Community Development Dir. 12/2025 - JAMF Pro Monthly
576 80 42 00	Communication - Parks	001 000 576	General Fund	11.01	P/R Director, Events, Maint. Worker 12/2025 - JAMF Pro Monthly
36806 12/30/2025	01/13/2026 9888	T-Mobile (Cell Phone Bill)		1,222.96	Cell Phones & Air Cards - 12/2025
518 30 42 00	Communication - Fac/Equip	001 000 518	General Fund	92.49	Maint. Lead, 2 Workers 12/2025
521 22 42 00	Communication - Police	001 000 521	General Fund	656.88	Police Officers, Chief and Air Cards 12/2025
524 20 42 00	Communication- Building	001 000 524	General Fund	15.42	Community Development Dir. 12/2025
531 50 42 00	Communication - Storm	415 000 531	Storm Drain	79.73	Public Works Crew, Director, PW Office Coord. 12/2025
534 10 42 00	Communication - Water Adr	425 000 534	Water Fund (dep	111.08	Public Works Crew, Director, PW Office Coord., PW Water Meter Collector 12/2025
535 10 42 01	Communication - Sewer Adr	430 000 535	Sewer Fund (dep	79.73	Public Works Crew, Director, PW Office Coord. 12/2025
542 30 42 00	Communication - Street Reg	101 000 542	City Street Fund	79.72	Public Works Crew, Director, PW Office Coord. 12/2025
558 60 42 00	Communication - Planning	001 000 558	General Fund	15.42	Community Development Dir. 12/2025
576 80 42 00	Communication - Parks	001 000 576	General Fund	92.49	P/R Director, Events, Maint. Worker 12/2025
36807 12/30/2025	01/13/2026 9888	T-Mobile (Cell Phone Bill)		37.12	Court, PW, City Hall Fax Line (11/21/25-12/20/25)
512 51 42 00	Communication - Court	001 000 512	General Fund	12.37	Court Fax Line (11/21/25-12/20/25)
518 10 42 00	Communication - Non Dept	001 000 518	General Fund	12.37	City Hall Fax Line (11/21/25-12/20/25)
531 50 42 00	Communication - Storm	415 000 531	Storm Drain	3.09	PW Fax Line (11/21/25-12/20/25)
534 10 42 00	Communication - Water Adr	425 000 534	Water Fund (dep	3.10	PW Fax Line (11/21/25-12/20/25)
535 10 42 01	Communication - Sewer Adr	430 000 535	Sewer Fund (dep	3.10	PW Fax Line (11/21/25-12/20/25)
542 30 42 00	Communication - Street Reg	101 000 542	City Street Fund	3.09	PW Fax Line (11/21/25-12/20/25)
Total T-Mobile (Cell Phone Bill)				1,355.41	
36857 01/07/2026	01/13/2026 4322	Tacoma, City of - POWER		3,282.12	Power - Various Locations - 12/2025
534 80 47 01	Utility Services/Pumping	425 000 534	Water Fund (dep	2,760.91	PW, Well #6, #7, #8, Weathervane Booster - 12/2025

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535 80 47 01	Utility Services/Pumping	430 000 535	Sewer Fund (dep	482.46	PW Power - 12/2025
542 30 47 03	Electricity/Traffic Lights	101 000 542	City Street Fund	25.59	Traffic Control - 12/2025
542 63 47 00	Electricity/Street Lights	101 000 542	City Street Fund	13.16	Street Lights - 12/2025
36874	01/07/2026	01/13/2026	8484 US Bank, Recreation Dept Account	3,076.96	P-Card Charges thru 12/31/25
571 10 31 02	Senior Program Supplies	001 000 571	General Fund	718.23	Senior Morning Supplies
571 10 31 03	Youth Supplies	001 000 571	General Fund	178.99	Youth Winter Camp Supplies
571 10 31 06	Program Supplies - Youth	001 000 571	General Fund	699.21	Basketball Nets, Replacement Youth Basketballs, and Basketball Rack
571 10 41 00	Senior Trips	001 000 571	General Fund	573.30	Senior Trip - Boeing Everett Factory Tour - 1/1/26 (Qty 15)
573 90 49 01	Community Events	001 000 573	General Fund	907.23	Community Event Supplies
36819	12/30/2025	01/13/2026	4179 Unum Life Insurance Company of America	69.20	W. Smith Retired Benefits - January 2026
521 22 20 02	LEOFF I Long Term Care Prei	001 000 521	General Fund	69.20	W. Smith Retired Benefits - January 2026
36887	01/09/2026	01/13/2026	4180 Utilities Underground	21.81	Locates 12/2025
534 10 49 00	Miscellaneous - Water Admi	425 000 534	Water Fund (dep	10.90	Locates 12/2025
535 10 49 00	Miscellaneous - Sewer Admi	430 000 535	Sewer Fund (dep	10.91	Locates 12/2025
36851	12/31/2025	01/13/2026	3645 WEX BANK, Wright Express FSC	3,936.66	Gas/Fuel - 12/2025
548 65 31 06	Gas - Facilities	501 000 548	Equipment Rent:	201.03	F&E 12/2025
548 65 31 08	Gas - Police	501 000 548	Equipment Rent:	2,948.18	Police 12/2025
548 65 31 11	Gas - Parks/Rec	501 000 548	Equipment Rent:	290.82	Parks 12/2025
548 65 31 12	Gas - Street	501 000 548	Equipment Rent:	205.44	Street 12/2025
548 65 31 14	Gas - Water/Sewer	501 000 548	Equipment Rent:	291.19	W/S 12/2025
36841	01/06/2026	01/13/2026	9816 Wallace, Krista	78.00	Library Reimbursement - 1 Year
572 21 49 00	Library Services	001 000 572	General Fund	78.00	Library Reimbursement - 1 Year
36863	01/07/2026	01/13/2026	6884 Washington Public Treasurers Association	50.00	2026 WPTA Membership - Dunbar
514 23 49 03	Dues/Member/Subscriptions:	001 000 514	General Fund	50.00	2026 WPTA Membership - Dunbar
36864	01/07/2026	01/13/2026	6884 Washington Public Treasurers Association	50.00	2026 WPTA Membership - Ryan
514 23 49 03	Dues/Member/Subscriptions:	001 000 514	General Fund	50.00	2026 WPTA Membership - Ryan
36871	01/07/2026	01/13/2026	6884 Washington Public Treasurers Association	50.00	2026 WPTA Membership - Deskins
514 23 49 03	Dues/Member/Subscriptions:	001 000 514	General Fund	50.00	2026 WPTA Membership - Deskins

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36872	01/07/2026	01/13/2026	6884 Washington Public Treasurers Association	50.00	2026 WPTA Membership - Wells
	514 23 49 03	Dues/Member/Subscriptions:	001 000 514 General Fund	50.00	2026 WPTA Membership - Wells
Total Washington Public Treasurers Association				200.00	
36784	12/29/2025	01/13/2026	11108 West Coast Mechanical Solutions	5,853.17	HVAC Repair - Refrigerant Leak - Unit #2
	518 30 48 01	Rep & Maint - Rec Bldg	001 000 518 General Fund	5,853.17	HVAC Repair - Refrigerant Leak - Unit #2
36866	01/07/2026	01/13/2026	1257 Wilson, Phillip	78.00	Library Reimbursement - 1 Year (Melinda)
	572 21 49 00	Library Services	001 000 572 General Fund	78.00	Library Reimbursement - 1 Year (Melinda)
36867	01/07/2026	01/13/2026	1257 Wilson, Phillip	78.00	Library Reimbursement - 1 Year (Phillip)
	572 21 49 00	Library Services	001 000 572 General Fund	78.00	Library Reimbursement - 1 Year (Phillip)
Total Wilson, Phillip				156.00	
36858	01/07/2026	01/13/2026	10035 Zoom Video Communications	1,430.90	Monthly Phone Rental - 12/31/25-1/30/26
	513 10 42 00	Communication - Admin	001 000 513 General Fund	84.04	Meeting Webinar & Recording - 12/31/25-1/30/26
	518 10 42 00	Communication - Non Dept	001 000 518 General Fund	1,044.90	Monthly Phone Service - 12/31/25-1/30/26
	591 18 70 10	Lease Payments - Non-Dept	001 000 591 General Fund	301.96	Monthly Phone Rental - 12/31/25-1/30/26
Report Total:				73,036.77	

Fund

001 General Fund	54,371.53
101 City Street Fund	2,289.99
415 Storm Drain	2,300.36
425 Water Fund (department)	6,527.00
430 Sewer Fund (department)	2,906.58
501 Equipment Rental Fund	4,641.31

This report has been reviewed by:

REMARKS:

Signature & Title

Date

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Mayor Pro Tempore Bufford 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, Nikki Bufford, Jim Andrews, and Mayor Reynolds were present.

Mayor Shannon Reynolds and Councilmember David M. Viafore attended the meeting virtually.

PRESIDING OFFICER’S REPORT

A. Proclamation: Recognition of Municipal Court Judge Foley

Mayor Pro Tempore Bufford read the proclamation titled Recognition of Municipal Court Judge Foley into the record. **Councilmember Viafore MOVED to authorize the Mayor’s signature on the proclamation proclaiming the Council’s deepest appreciation to Judge Meagan Foley; seconded by Councilmember George.** Mayor Pro Tempore Bufford invited Councilmember comments.

- Councilmember George expressed his appreciation for Judge Foley and wished her well.
- Councilmember Viafore expressed his appreciation for Judge Foley and congratulated her on her next chapter.
- Mayor Pro Tempore Bufford expressed her appreciation for Judge Foley and wished her well.

Mayor Pro Tempore Bufford invited public comment; none were provided.

The Motion Carried (7-0).

B. Swearing in of Municipal Court Judge Orlando

City Clerk Burkhart administered the oath of office, and Judge Orlando was duly sworn in as Municipal Court Judge for the City of Fircrest. Mayor Pro Tempore Bufford invited Councilmember comment.

- Councilmember Viafore congratulated and thanked Judge Orlando for his continued service. He also expressed appreciation to Judge Orlando’s family for their support.
- Mayor Pro Tempore Bufford congratulated Judge Orlando.

The Council acknowledged Judge Orlando’s birthday and sang “Happy Birthday” in recognition.

CITY MANAGER COMMENTS

City Manager Masko expressed her appreciation for Judge Foley and reported on several items, including the Regional Fire Services Study, the upcoming pre-legislative session town hall at the Fircrest Community Center hosted by Representative Mari Leavitt, upcoming City building closures, and her upcoming vacation leave.

DEPARTMENT HEAD COMMENTS

- Parks and Recreation Director Grover thanked staff, sponsors, and volunteers for their involvement in the City’s tree lighting ceremony.

- Police Chief Celis reported on several items, including the new Police Records Technician employee, Emily Hausner, Officer Orteza's attendance at the Equivalency academy, and thanked staff and volunteers for the tree lighting ceremony. Chief Celis provided an update on the upcoming Santa Sleigh Ride and stated that it was weather permitting. He lastly reported on calls for service within the City.
- Public Works Director Bemis provided brief updates on recent weather conditions and related maintenance activities. He reported on the Regents Boulevard Traffic Signal Project received and the Pasadena Pipe Bursting Project. There was a brief discussion on Whittier Park and its improved drainage during recent rainfall.

COUNCILMEMBER COMMENTS

- Councilmember Andrews; no comment.
- Councilmember George thanked staff for the tree lighting ceremony and Holiday Market. He stated that vendors complimented the staff on their professionalism and customer service.
- Councilmember Wittner stated that he attended the Holiday Market at the Community Center and noted strong participation from local schools. He expressed appreciation for the snow machine.
- Councilmember Mauer-Smith expressed appreciation for the Holiday Market and tree lighting ceremony.
- Councilmember Viafore thanked City staff for their efforts with the recent community events. He expressed support for the City Manager's upcoming vacation.
- Mayor Reynolds expressed appreciation for the Holiday Market and tree lighting ceremony.
- Mayor Pro Tempore Bufford expressed appreciation for the Holiday Market and the tree lighting ceremony and noted strong participation from vendors and the community. She encouraged residents to be cautious with the upcoming forecasted storm activity.

PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

Mayor Pro Tempore Bufford invited public comment. The following individual provided a comment.

- Fircrest resident, 1205 Del Monte Avenue, expressed concerns regarding public safety related to several serious traffic incidents that have occurred within proximity to his residence over the years. He also expressed concerns regarding the presence of multiple registered sex offenders near his neighborhood. Councilmember Andrews commented on the City's authority, within legal limits, to conduct compliance checks on registered sex offenders.

COMMITTEE, COMMISSION, AND LIAISON REPORTS**A. Administration**

There was no report.

B. Built Environment, Planning, and Building

There was no report.

C. Finance and Information Technology

Mayor Pro Tempore Bufford reported that the Finance Department is working on the annual audit report, finalizing the budget books for the Council, and transitioning to year-end close.

D. Other Liaison Reports

Mayor Reynolds reported that Pierce County Regional Council committee assignments will be certified soon, and stated that she will hold the ex officio seat and a seat on the leadership team as the immediate past chair.

Mayor Reynolds reported that the Pierce Transit Board of Commissioners approved a salary increase for CEO Mike Griffiths. The Board also approved the agency's budget, authorizing approximately 924 positions. The CEO will also receive a 4% cost-of-living adjustment effective January.

Mayor Reynolds reported that there were no updates for the Zoo and Aquarium Authority, which did not meet in December.

CONSENT CALENDAR

Mayor Pro Tempore Bufford requested the City Clerk read the Consent Calendar:

- A. Approval of Check No. 14555 through 14562 in the amount of \$74,706.25.
Approval of Check No. 223802 through 223862 in the amount of \$502,229.30.
Approval of payroll electronic funds transfer in the amount of \$166,980.47.
- B. Approval of November 12, 2025, Regular Meeting minutes
Approval of November 17, 2025, Study Session minutes
- C. Registering no objections to the Spring Lake Café Liquor License Renewal

Councilmember George MOVED to approve the Consent Calendar; seconded by Councilmember Mauer-Smith.

The Motion Carried (7-0).

PUBLIC HEARING

There was no public hearing.

UNFINISHED BUSINESS

A. Ordinance No. 1753: 2025 Budget Amendment #2

City Manager Masko briefed the Council on the proposed ordinance and highlighted that the budget amendment accounts for anticipated revenues and expenditures that were not included in the Adopted 2025 Budget. **Councilmember Wittner MOVED to adopt Ordinance No. 1753 amending the 2025 Adopted Budget to authorize additional expenditures and revise estimated revenues and fund balances across various funds; seconded by Councilmember Mauer-Smith.** Mayor Pro Tempore Bufford invited Councilmember comment; none were provided. Mayor Pro Tempore Bufford invited public comment; none were provided.

The Motion Carried (7-0).

NEW BUSINESS**A. Ordinance No. 1754: FMC 22 Design Review Regulations & ADU Code Amendments**

Kim Gunderson, Mahoney Planning, briefed the Council on the proposed ordinance and stated that the public hearing for House Bill 1293 Design Review Regulations and ADU Code Amendments was held on November 25, 2025. **Councilmember Mauer-Smith MOVED to adopt Ordinance No. 1754, amending Fircrest Municipal Code Chapter 22 to ensure consistency with design regulation requirements in RCW 36.70A.630 and accessory dwelling unit provisions in engrossed House Bill 1337; seconded by Councilmember George.** Mayor Pro Tempore Bufford invited Councilmember comment. There was a brief comment on upcoming state-mandated updates. Mayor Pro Tempore Bufford invited public comment; none were provided.

The Motion Carried (7-0).**B. Resolution No. 2003: Pierce County Regional Council Appointments**

City Manager Masko briefed the Council on the proposed resolution and highlighted that the appointed representative will have voting authority beginning January 1, 2026, for a one-year term. **Councilmember George MOVED to adopt Resolution No. 2003, appointing Councilmember Reynolds as the City of Fircrest's representative to the Pierce County Regional Council and further appointing Councilmember Bufford as the alternate representative to the Pierce County Regional Council; seconded by Councilmember Wittner.** Mayor Pro Tempore Bufford invited Councilmember comment. Mayor Reynolds thanked the Council for their support of her appointment. Mayor Pro Tempore Bufford invited public comment; none were provided.

The Motion Carried (7-0).**C. Resolution No. 2004: South Sound Housing Affordability Partners Council Appointment**

City Manager Masko briefed the Council on the proposed resolution and highlighted that the appointed representative will have voting authority beginning January 1, 2026, for a one-year term. **Councilmember Mauer-Smith MOVED to adopt Resolution No. 2004, appointing Councilmember George as the City of Fircrest's representative to South Sound Housing Affordability Partners, and further appointing Councilmember Wittner as the alternate representative to South Sound Housing Affordability Partners; seconded by Councilmember Viafore.** Mayor Pro Tempore Bufford invited Councilmember comment. Councilmember Andrews commented on the future opportunity to appoint Joe Barrentine to South Sound Housing Affordability, once he is on the Council. Mayor Pro Tempore Bufford invited public comment; none were provided.

The Motion Carried (7-0).**D. Resolution No. 2005: DOE Stormwater Capacity Grant Acceptance**

Public Works Director Bemis briefed the Council on the proposed resolution and highlighted that total grant award of \$120,000 will support the implementation and management of the City's Phase II National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit. **Councilmember George MOVED to adopt Resolution No. 2005, authorizing the City Manager to execute a grant agreement with the Washington state Department of Ecology for the 2025-2027 Municipal Stormwater Capacity Grant in the amount of \$120,000; seconded by**

Councilmember Mauer-Smith. Mayor Pro Tempore Bufford invited Councilmember comment; none were provided. Mayor Pro Tempore Bufford invited public comment; none were provided.

The Motion Carried (7-0).

E. Resolution No. 2006: TIB Grant Acceptance – Regents West Overlay

Public Works Director Bemis briefed the Council on the proposed resolution and highlighted that the grant will fund 68% of approved eligible project costs, with a maximum grant award of \$698,607. **Councilmember Mauer-Smith MOVED to adopt Resolution No. 2006, authorizing the City Manager to execute a Fuel Tax Grant Agreement with the Washington State Transportation Improvement Board for the Regents West Overlay Project; seconded by Councilmember Wittner.** Mayor Pro Tempore Bufford invited Councilmember comment. There was a brief discussion on the construction timeline. Mayor Pro Tempore Bufford invited public comment; none were provided.

The Motion Carried (7-0).

F. Resolution No. 2007: Ruston Court Contract Amendment

City Manager Masko briefed the Council on the proposed resolution and highlighted that the amendment extends the term and increases the annual fee for providing municipal court services. **Councilmember Mauer-Smith MOVED to adopt Resolution No. 2007, authorizing the City Manager to execute Amendment #7 to the Interlocal Agreement with the City of Ruston to provide Municipal Court Services for 2026; seconded by Councilmember George.** Mayor Pro Tempore Bufford invited Councilmember comment; none were provided. Mayor Pro Tempore Bufford invited public comment; none were provided.

The Motion Carried (7-0).

G. Resolution No. 2008: Fees & Charges Update

City Manager Masko briefed the Council on the proposed resolution and highlighted that the proposed fees allow the City to keep pace with rising operational costs and ensure long-term sustainability. **Councilmember Mauer-Smith MOVED to adopt Resolution No. 2008, authorizing updated fees and charges for Parks, Recreation, and Planning for 2026; seconded by Councilmember Wittner.** Mayor Pro Tempore Bufford invited Councilmember comment. There was a brief discussion on the swimming fee increase. Mayor Pro Tempore Bufford invited public comment; none were provided.

The Motion Carried (7-0).

H. Resolution No. 2009: Columbia Bank – Time & Temperature Sign Contract Amendment

Public Works Director Bemis briefed the Council on the proposed resolution and highlighted that the agreement provides a three-year sponsorship for the Time and Temperature Sign located on the traffic island at the intersection of Regents Boulevard and Alameda Avenue. The agreement will be effective from January 1, 2026, through December 31, 2028. **Councilmember Mauer-Smith MOVED to adopt Resolution No. 2009, authorizing the City Manager to execute a Time and Temperature Sponsorship Agreement with Columbia Bank; seconded by Councilmember**

George. Mayor Pro Tempore Bufford invited Councilmember comment; none were provided. Mayor Pro Tempore Bufford invited public comment; none were provided.

The Motion Carried (7-0).

CALL FOR FINAL COMMENTS

Councilmember Wittner commented on resurrecting the Holiday Tree discussions.

Public Works Director Bemis reported that Pierce County Emergency Management was activated at a Level due to weather conditions.

There was a brief discussion on procedures for registered sex offenders' compliance checks.

EXECUTIVE SESSION

At 8:05 P.M., Mayor Pro Tempore Bufford reported that the Council would take a five-minute recess and convene into Executive Session, not to exceed thirty (30) minutes to discuss potential litigation, pursuant to RCW 42.30.110(1)(i), and to review the performance of a public employee, pursuant to RCW 42.30.110(1)(g).

City Manager Masko, City Attorney Eide, and Planning Consultant Kim Gunderson were invited to attend the Executive Session to discuss potential litigation, pursuant to RCW 42.30.110(1)(i). City Manager Masko was invited to attend the Executive Session to review the performance of a public employee, pursuant to RCW 42.30.110(1)(g).

Mayor Reynolds and Councilmember Viafore left the meeting at 8:40 P.M.

The Council reconvened at 8:40 P.M.

ADJOURNMENT

Councilmember George MOVED to adjourn the meeting at 8:41 P.M., seconded by Councilmember Mauer-Smith.

The Motion Carried (5-0).

Shannon Reynolds, Mayor

Arlette Burkhart, City Clerk

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Mayor Shannon Reynolds called the special meeting to order at 4:00 P.M. and led the Pledge of Allegiance. Councilmembers David M. Viafore, Karen Mauer-Smith, Hunter T. George, Nikki Bufford, and Jim Andrews were present.

Councilmember Brett L. Wittner joined the meeting at 4:01 P.M.

PRESIDING OFFICER’S REPORT

A. Resolution of Appreciation: Councilmember Andrews

Mayor Reynolds read the resolution titled Resolution of Appreciation: Councilmember Andrews into the record. **Councilmember Mauer-Smith MOVED to adopt Resolution No. 2010, recognizing and thanking Councilmember Andrews for his service and contributions to the community; seconded by Councilmember Viafore.** Mayor Reynolds invited Councilmember comments.

- Councilmember Viafore expressed appreciation for Councilmember Andrew’s service and commitment to the community.
- Councilmember Wittner thanked Councilmember Andrews for his service.

Mayor Reynolds invited public comment; none were provided.

The Motion Carried (7-0).

Councilmember Andrews expressed gratitude to serve on the Council and thanked the City staff for their hard work.

CITY MANAGER COMMENTS

There were no comments.

DEPARTMENT HEAD COMMENTS

- Police Chief Celis wished the Council happy holidays.
- Public Works Director Bemis provided an update on the Regents Boulevard Traffic Signal Project and stated that the contractor will continue work on January 5, 2026, to complete electrical wiring. He also reported on the Pasadena Pipe Bursting Project and stated it was completed. Director Bemis provided a brief weather update and stated that Public Works will monitor conditions and be prepared to respond if needed. There was a brief discussion on the recent sewer main break involving a 16-inch City of Tacoma force main. Director Bemis stated that he has been in communication with the City of Tacoma regarding the issue.

COUNCILMEMBER COMMENTS

There were no comments.

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, and Sustainability

Councilmember Andrews reported that basketball season has started.

B. Police/Public Safety and Court

Councilmember Mauer-Smith reported on the recent calls for service, the Santa Sleigh Run, the upcoming oral board, the department's participation in the Kiwanis holiday gift delivery, and expressed appreciation to the Fircrest Police Department for supporting the Washington State Patrol and the family of a fallen trooper.

C. Public Works and Facilities

There was no report.

D. Pierce County Regional Council

Mayor Reynolds reported on Pierce County Regional Council's December recess.

E. Other Liaison Reports

Mayor Reynolds reported on the Pierce Transit Board and stated that the board met with Pierce Transit CEO Mike Griffiths and discussed a potential future ballot measure.

CONSENT CALENDAR

Mayor Reynolds requested that the City Clerk read the Consent Calendar:

- A. Approval of Check No. 223863 through 223922 in the amount of \$125,680.92
Approval of payroll electronic funds transfer in the amount of \$168,639.79
- B. Approval of the November 24, 2025, Special Meeting
Approval of the November 25, 2025, Regular Meeting

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

The Motion Carried (7-0).

PUBLIC HEARING

There was no public hearing scheduled.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

A. Resolution No. 2011: Pierce County Public Defense Services Agreement Amendment

City Manager Masko briefed the Council on the proposed resolution and noted that the amendment extends the agreement through January 31, 2026. **Councilmember Bufford MOVED to adopt Resolution No. 2011, authorizing the City Manager to execute Amendment #1 to the Public Defense Services Agreement with Pierce County for public defense and conflict counsel services; 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 Bufford thanked City staff for their hard work this year and wished everyone happy holidays.

Councilmember Andrews wished everyone a Merry Christmas and a Happy New Year.

Councilmember Viafore wished everyone a Merry Christmas and commended the Investment Committee for its work managing City investments.

There was a brief discussion on resigning the voucher certification due to a scribe's error.

EXECUTIVE SESSION

There was no executive session scheduled.

ADJOURNMENT

Councilmember Wittner MOVED to adjourn the meeting at 4:17 P.M., seconded by Councilmember Mauer-Smith.

The Motion Carried (7-0).

Shannon Reynolds, Mayor

Arlette Burkhardt, City Clerk

LIQUOR LICENSE RENEWAL

Applicant Information

Licensee Name:	Los Tapatios LLC
Establishment Name:	Los Tapatios Mexican Taqueria
Address:	4040 Orchard St. W #120
License Number:	016226
Request Received:	01/02/2026
Expiration Date:	03/31/2026

Department Comments

Finance

No Concerns.

Planning and Building

No Concerns.

Police

No Concerns.

Allison Deskins

Director Signature

01/05/26

Date

Dawn Masko

Director Signature

01/05/26

Date

Victor Celis

Director Signature

01/25/26

Date

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: Alameda Avenue West Sidewalk Project Contract

ITEM: 13A

DATE: January 13, 2026

FROM: Tyler Bemis, Public Works Director

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute a Public Works Contract with Flowline, LLP for the Alameda Avenue West Sidewalk Project.

PROPOSAL: The Council is being asked to authorize the City Manager to execute a Public Works Contract with Flowline, LLP in the amount of \$227,823 for the Alameda Avenue West Sidewalk Project. The project includes the construction of new buffered sidewalks, driveways, curb and gutter, and paving improvements, designed to enhance pedestrian safety and accessibility and to replace the existing gravel shoulder conditions.

FISCAL IMPACT: Flowline, LLP submitted the lowest responsive bid at \$227,823. The project is funded through the Transportation Improvement Board (TIB), with an original total project authorization of up to \$472,555, including a local grant match obligation of up to \$83,391, to be funded by Real Estate Excise Tax (REET 2) revenues. Bid tabulations are attached for reference.

Based on the low contractor bid proposal, TIB recalculated the allocation of available grant funds and authorized \$246,220 for construction. As a result of the recalculation, the City's local match increased from \$83,391 to \$105,861. The increased local match will be funded using REET 2 proceeds.

ADVANTAGE: This project will significantly improve pedestrian accessibility and expand non-motorized transportation facilities. Construction of ADA-compliant curb ramps will bring the project area into alignment with Americans with Disabilities Act (ADA) standards, while paving improvements will enhance the City's Pavement Condition Index (PCI). Grant funding is essential to the City's ability to deliver infrastructure improvements of this scale.

DISADVANTAGES: None identified.

ALTERNATIVES: Fully fund the project with REET funds, which is not financially feasible.

HISTORY: The west side of Alameda Avenue between Cypress Point and Emerson Street is currently unimproved gravel, creating accessibility and mobility challenges. This project supports the City's ongoing efforts to upgrade non-motorized and pedestrian facilities citywide and is included in the City's 5-Year Transportation Improvement Plan. Additionally, the Public Works Director is coordinating with the City of University Place on the design of sidewalks along 44th Street (from Alameda Avenue to 67th Avenue West). Staff will continue to pursue grant funding opportunities to design and construct sidewalks on the east side of Alameda Avenue between 44th Street West and Rosewood Lane.

The Council previously approved the acceptance of TIB funds on December 10, 2024, and awarded the design contract on March 25, 2025. The final design of this project was approved for advertisement by the TIB on November 5, 2025.

ATTACHMENTS: [Resolution](#)
[Public Works Contract](#)
[Exhibit A – Plans and Specifications](#)
[Advertisement for Bids](#)
[Project Bids Tabulation](#)
[TIB Updated Cost Estimate](#)

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CITY OF FIRCREST

PUBLIC WORKS CONTRACT

THIS CONTRACT, hereinafter referred to as the "Contract," is entered into this 13th day of January, 2026, by and between the **City of Fircrest**, a political subdivision of the State of Washington and hereinafter referred to as the "City," and **Flowline, LLP**, hereinafter referred to as the "Contractor," collectively "Parties."

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

1. **PROJECT DESIGNATION/SCOPE OF SERVICES.** The Contractor shall do all work and furnish all tools, materials, and equipment for the **Alameda Avenue Sidewalk Project** ("Project") in accordance with and as described in the attached plans and specifications in **Exhibit A** and the 2026 edition of the WSDOT [2026 Standard Specifications](#) (except where noted otherwise) which are by this reference incorporated herein and made a part hereof and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

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

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

2. **TIME OF COMPLETION/RENEWAL.** The Parties agree that time is of the essence. The Contractor agrees that the Work described in this Contract shall be completed by **June 30, 2026**.

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

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

3. **PAYMENT.** Upon receipt of an invoice from the Contractor, the City may make monthly progress payments for work completed. Each invoice shall itemize by site and date the work performed and include the "Affidavit of Wages Paid" that was filed with the State of Washington Department of Labor and Industries. The total cost for the Alameda Ave West Sidewalk Project shall not exceed \$227,823.00. Labor and services on public street projects are exempt from sales tax.
4. **ASSIGNMENT.** The Contractor shall not sublet or assign any of the work covered by this Contract without the express written consent of the City.

5. **COMPLIANCE WITH CITY POLICY.** The Contractor shall comply with approved City policies concerning the administration of City-owned property, and the provisions of the policy shall have the same force and effect as the provisions of this Contract to the extent not inconsistent herewith.
6. **COMPLIANCE WITH LAWS.** The Contractor agrees that all persons employed in it and by any of its subcontractors in work done pursuant to this Contract shall be in accordance with all Federal, State, and local laws. Per [Fircrest Municipal Code 5.04.020](#), the Contractor must possess a City of Fircrest business license prior to performing any work pursuant to this Contract.
7. **CONTRACTOR'S REPRESENTATIONS**
The Contractor hereby represents that it has all necessary licenses and certifications to perform the services provided for herein and is qualified to perform such services.
8. **DEBARMENT.** The Contractor must certify that it and its subcontractors have not been and are not currently on the [Federal](#) or [Washington State Debarment List](#). If the Contractor or its subcontractors become listed on the Federal or State Debarment List, the City must be notified immediately.
9. **EXTRA WORK AND CHANGE ORDERS.** Work in addition to, or different from, that provided for in the Scope of Work shall only be allowed by prior authorization in writing and signed by the City Manager as a modification to this Contract. Such change order or modification shall be attached hereto and made a part hereof.
10. **HAZARDOUS CONDITIONS.** The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from its operation.
11. **INDEMNIFICATION AND HOLD HARMLESS.** To the fullest extent allowed by law, the Contractor must defend, indemnify, and hold the City, its employees, officials, directors, officers, agents, and volunteers harmless from and against any and all claims, injuries, damages, liabilities, liens, losses or lawsuits, including all legal costs and attorney fees, for any or all injuries to persons or damage to property arising out of or resulting from the acts, errors, or omissions of the Contractor, its officers, employees, agents or subcontractors, in connection with Contractor's performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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

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

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

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

12. **INSURANCE.** The Contractor will obtain and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. The Contractor's maintenance of insurance as required by this Contract shall not be construed to limit

the Contractor's liability to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity. The Contractor shall maintain at least the following minimum insurance coverage covering all activity under this Contract, and as to which the City shall be named as primary non-contributory additional insured on the liability insurance:

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

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

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

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

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

Current prevailing wage rates may be obtained from the Washington State Department of Labor and Industries website: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project located in Pierce County is **January 13, 2026**.

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

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

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

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

CITY OF FIRCREST

By: _____
Dawn Masko, City Manager

APPROVED AS TO FORM:

By: _____
Joanna M. Eide, City Attorney

Flowline, LLP

By: _____
Printed Name: _____
Title: _____

ATTEST:

By: _____
Arlette Burkhart, City Clerk

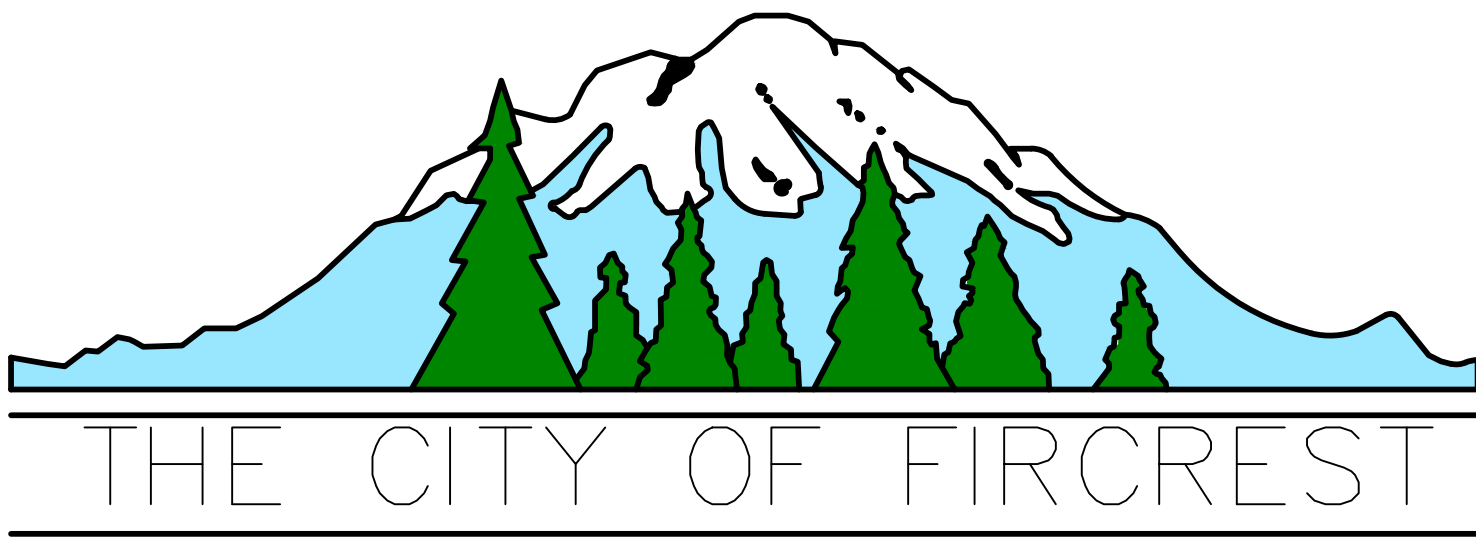
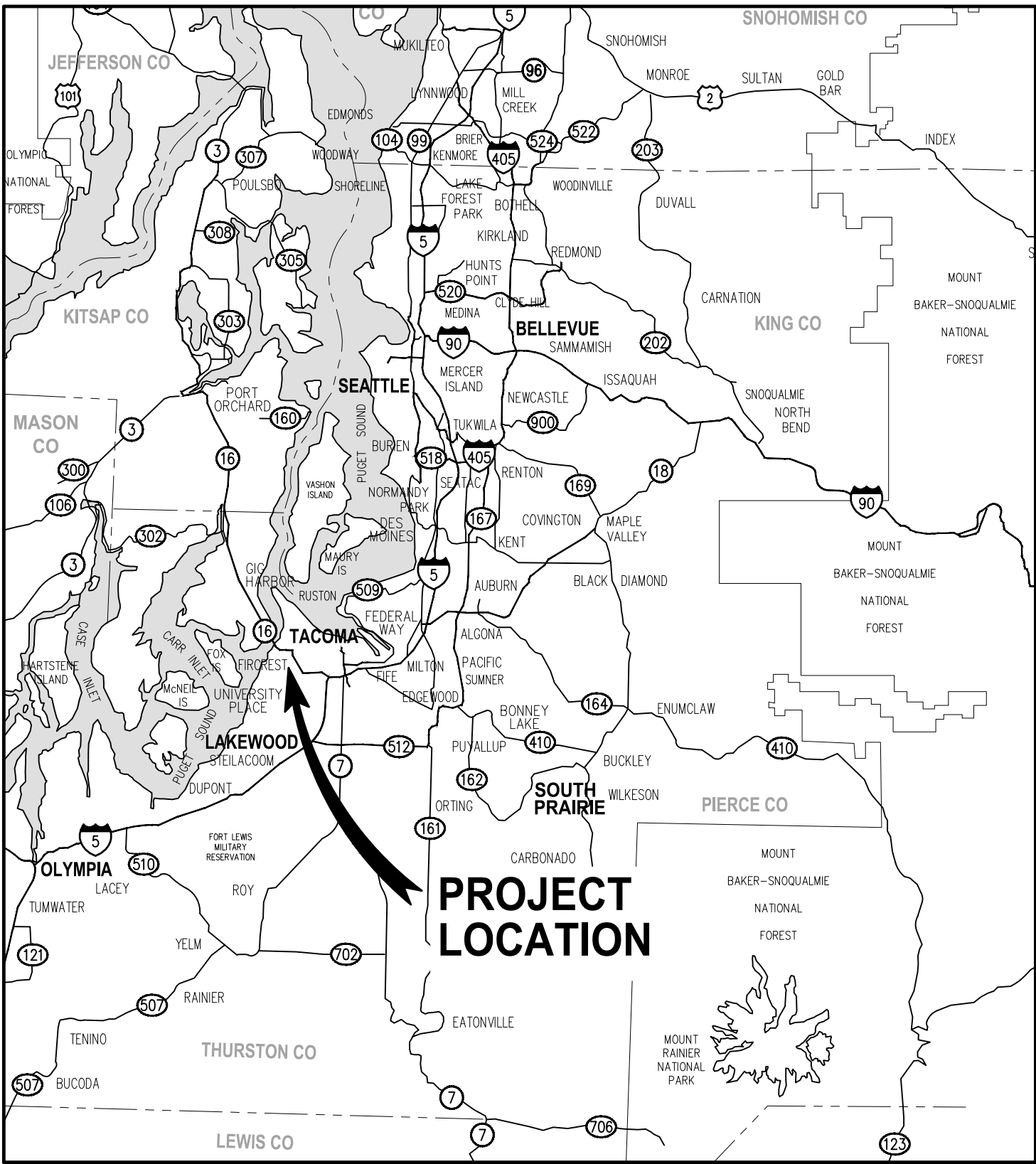


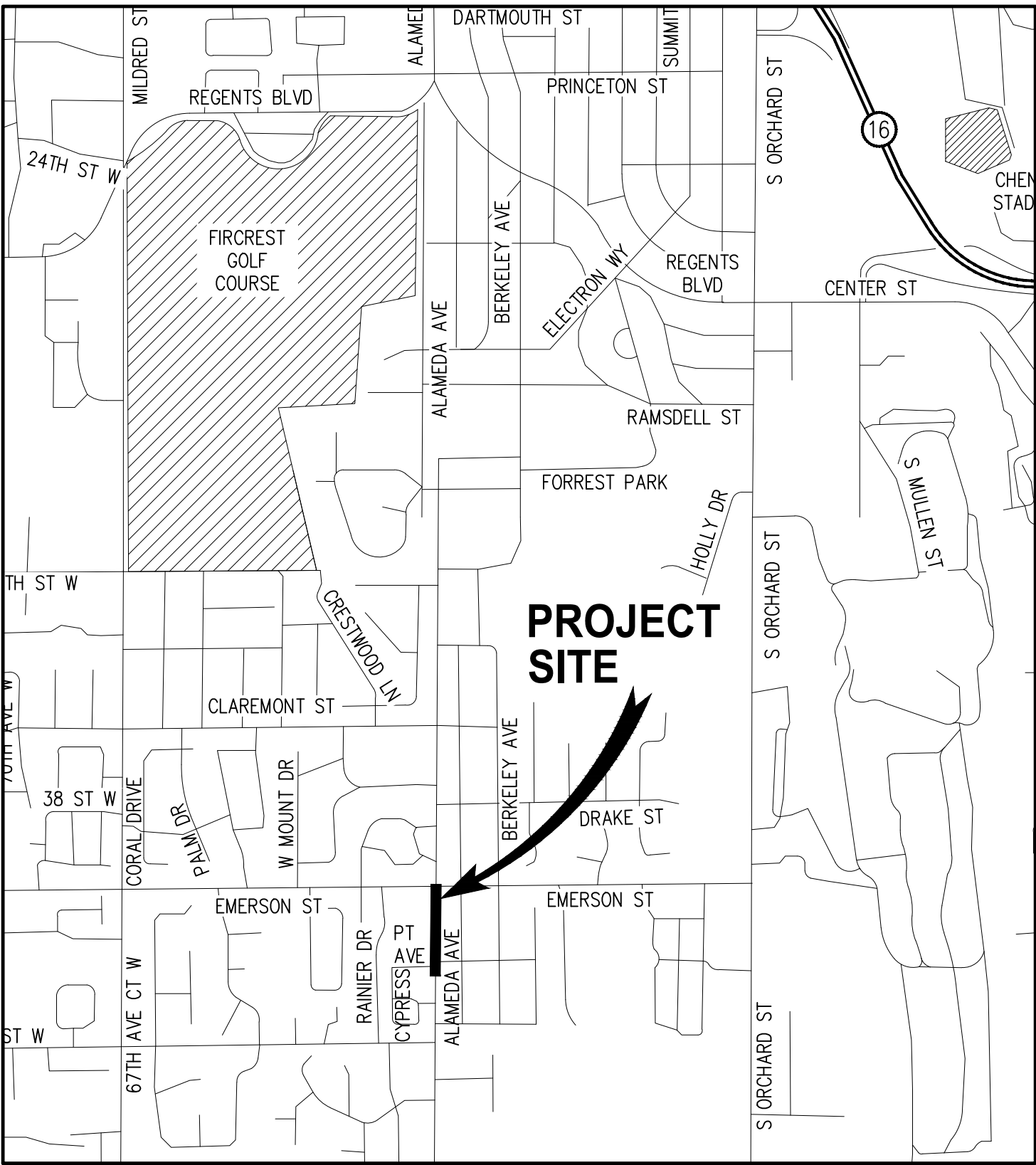
EXHIBIT A

ALAMEDA AVENUE SIDEWALKS EXTENSION PROJECT
CYPRESS POINT AVE TO EMERSON STREET

TIB NO. C-P-130(002)-1
NOVEMBER 2025



LOCATION MAP
NTS



VICINITY MAP
NTS



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

DRAWING INDEX		
TITLE	SHEET	DESCRIPTION
GENERAL	1	COVER
	2	LEGEND, ABBREVIATIONS, ALIGNMENT & SURVEY CONTROL
TYPICAL SECTIONS & DETAILS	3	TYPICAL SECTIONS
SIDEWALK & STORMWATER PLAN & PROFILES	4	STA 0+00 TO STA 4+20
	5	STA 4+20 TO STA 7+50
DRIVEWAY PLAN & PROFILES	6	D1 & D2
	7	D3, D4 & D5
STANDARD PLANS & DETAILS	8-9	STANDARD PLANS & DETAILS

CALL 2 DAYS
BEFORE YOU DIG
811

APPROVED
BY: Tyler Bemis 11/10/2025
PUBLIC WORKS DIRECTOR DATE:

NO.	DATE	BY	APPR.	REVISIONS
Approved By				9FIR010400COV.dwg
ENGINEERING MANAGER				HH 11/2025
DESIGNED BY				HH 11/2025
PROJECT MANAGER				DPY 11/2025
PROJECT ENGINEER				DPY 11/2025



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TACOMA, WA 98402
253.627.0720
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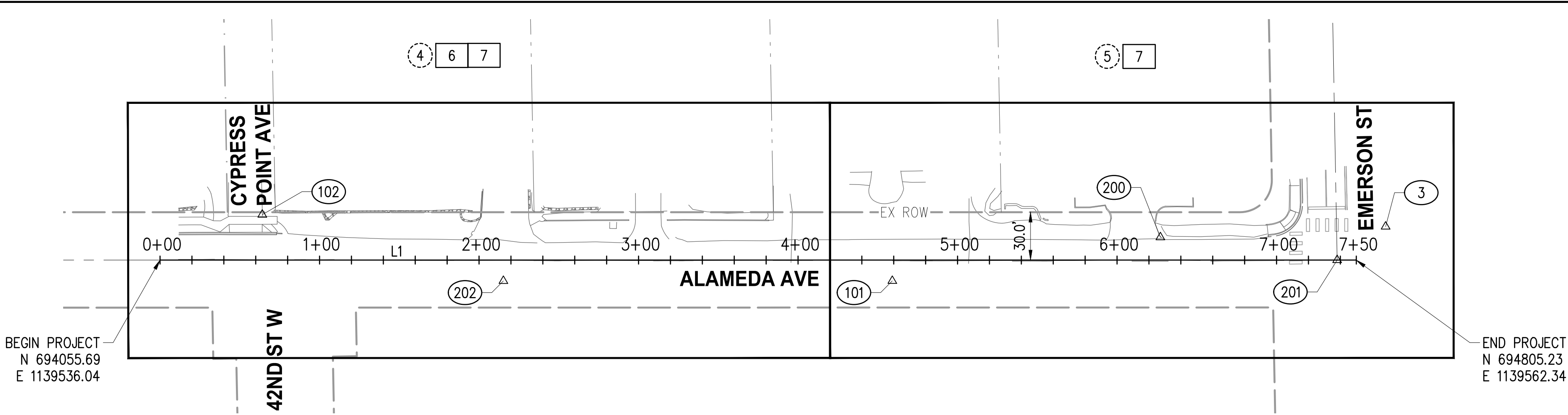
BID
DOCUMENT



CITY OF FIRCREST
ALAMEDA AVENUE SIDEWALKS EXTENSION
CYPRESS POINT AVE TO EMERSON STREET

COVER		
PROJ. No.	9FIR010400	SHT 1 OF 9

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SHEET INDEX	
#	SIDEWALK & STORMWATER PLANS
#	DRIVEWAY LAYOUTS

CONTROL POINT LIST				
PT #	DESCRIPTION	NORTHING	EASTING	ELEVATION
3	SCRIBE	694824.34	1139542.01	307.10'
100 *	SPIKE	694772.60	1139126.67	325.85'
101	SPIKE	694514.06	1139565.18	299.13'
102	SPIKE	694120.75	1139509.86	289.64'
104 *	SPIKE	693837.12	1139542.10	278.33'
200	SPIKE	694682.97	1139543.74	304.13'
201	MON / 2" BRASSIE W/PUNCH	694793.24	1139561.92	306.37'
202	SPIKE	694270.37	1139556.66	293.57'

* NOT SHOWN ON PLANS

NOTES

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

THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. ALL LOCATOR SERVICES SHOULD BE CONTACTED PRIOR TO ANY CONSTRUCTION OR SUBSURFACE EXPLORATION. CALL 1-800-424-5555.

- FIELD SURVEY: KPG PSOMAS, APRIL, 2025. LICENSEE MICHAEL R. BOWEN, P.L.S. NO. 29294/BRYAN R. SHAW, P.L.S. NO. 49290.
- CONTOUR INTERVAL = 1 FOOT, ±0.5 FOOT PER NATIONAL MAPPING STANDARDS. CONTOURS DERIVED FROM DIRECT FIELD OBSERVATIONS.
- STORM AND SEWER CONNECTIONS HAVE BEEN DRAWN FROM CENTER OF LID TO CENTER OF LID.
- THE LOCATIONS AND DIMENSIONS OF UNDERGROUND VAULTS HAVE NOT BEEN VERIFIED AND ARE APPROXIMATE.
- DUCTS ARE NOTED AS INDICATED IN THE FIELD BY UTILITY LOCATORS. MULTIPLE LINES AND/OR UTILITIES MAY SHARE DUCT RUNS; THIS MAY NOT BE SHOWN IN THE DRAWING.

HORIZONTAL AND VERTICAL DATUM

HORIZONTAL DATUM: NAD 83/11

VERTICAL DATUM NAVD 88

HORIZONTAL AND VERTICAL DATUMS ESTABLISHED BY RTK GPS OBSERVATION UTILIZING WSRN (WASHINGTON STATE REFERENCE NETWORK) WITH CHECKS TO WSDOT CONTROL POINTS "MAS".

EXISTING LEGEND

MIC	MONUMENT IN CASE	T	TELEPHONE RISER	SD	STORM
MON	SURFACE MONUMENT	oo	UTILITY CLEAN-OUT (GENERIC/UNKNOWN)	S	SEWER
Δ	MAG NAIL/SPIKE	o	BOULDER	x-x-x	FENCE
RC	REBAR & CAP	H	SIGN	~~~~~	HEDGE (HEIGHT NOTED)
□	CATCH BASIN	2B	MAILBOX (# OF BOXES)	—————	PAINTED STRIPE
⊕	STORM DRAIN MANHOLE	o	SHRUB	—————	PAINTED SKIP STRIPE
⊕	CATCH BASIN (ROUND)	⊗XX"	STUMP, DIAMETER	—————	EDGE OF PAVEMENT
○	SEWER MANHOLE	∨	PLANTED AREA	— · — · — · — · —	FLOWLINE
⊕	POWER POLE W/UNDERGROUND CONNECT	⊗XX"	DECIDUOUS TREE, DIAMETER (# OF TRUNKS)	—————	CONTOUR
⊕	POWER POLE WITH LUMINAIRE AND UNDERGROUND CONNECT	★XX"	CONIFEROUS TREE, DIAMETER (# OF TRUNKS)	△	CONCRETE
P	POWER RISER				GRAVEL
→	GUY ANCHOR				GRASS
⊕	PEDESTRIAN SIGNAL				ROCKERY
⊗	JUNCTION BOX			AC	ASPHALT/CONCRETE
⊗	UTILITY VAULT			CHLK	CHAINLINK
⊗	LOT LIGHT			DWY	DRIVEWAY

PROPOSED LEGEND

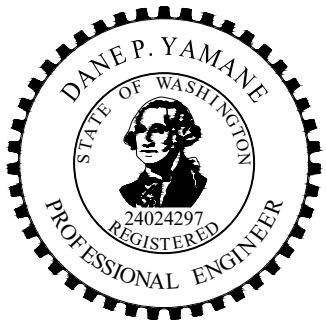
	CEMENT CONCRETE PAVEMENT
	CRUSHED SURFACING CHOKER COURSE
	NEW HMA PAVEMENT
	2" GRIND AND OVERLAY
----	SAWCUT LINE
=====	MODULAR BLOCK WALL
⊗	MODIFIED CATCH BASIN TYPE 2
---	EXISTING ROW

ABBREVIATIONS

AC	ASPHALT CONCRETE PAVEMENT	MAX	MAXIMUM
ADA	AMERICANS WITH DISABILITIES ACT	MDD	MAXIMUM DRY DENSITY
APPROX	APPROXIMATE	MIC	MONUMENT IN CASE
AVE	AVENUE	MIN	MINIMUM
BLVD	BOULEVARD	MUTCD	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
BOW	BACK OF WALK	N	NORTHING/NORTH
CB	CATCH BASIN	NO.	NUMBER
CDF	CONTROLLED DENSITY FILL	NTS	NOT TO SCALE
CL/CL	CENTERLINE	PC	POINT OF CURVATURE
CL	CLASS	PT	POINT OF TANGENCY, POINT
CO	CLEANOUT	PVI	POINT OF VERTICAL INTERSECTION
CONC	CONCRETE	PG	PERFORMANCE GRADE
C.O.F./COF	CITY OF FIRCREST	R	RADIUS
CSCC	CRUSHED SURFACING CHOKER COURSE	RT	RIGHT
CSTC	CRUSHED SURFACING TOP COURSE	R/W, ROW	RIGHT OF WAY
DI	DUCTILE IRON	S	SLOPE/SOUTH
DIA	DIAMETER	SD	STORM DRAIN
DWY	DRIVEWAY	SHT	SHEET
E	EASTING/EAST	SS	SANITARY SEWER
EG	EXISTING GRADE	SSMH	SANITARY SEWER MANHOLE
EL/ELEV	ELEVATION	ST	STREET
EX/EXST	EXISTING	STA	STATION
FG	FINISHED GRADE	STD	STANDARD
FL	FLOW LINE	T	TANGENT LENGTH
FOC	FACE OF CURB	TOC	TOP OF CURB
HP	HIGH POINT	TOW	TOP OF WALL
HMA	HOT MIX ASPHALT	TYP	TYPICAL
IE	INVERT ELEVATION	UG	UNDERGROUND
INCL	INCLUDING	VERT	VERTICAL
LENGTH	LENGTH	W	WATER/WEST
LT	LEFT	W/	WITH
LF	LINEAR FEET	WSDOT	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
LP	LOW POINT		
LS	LANDSCAPE		

NO.	DATE	BY	APPR.	REVISIONS

Approved By		9fir010400INDX01.dwg
ENGINEERING MANAGER	DATE	HH 09/2025
DESIGNED BY	DATE	HH 09/2025
PROJECT MANAGER	DATE	HH 09/2025
DRAWN BY	DATE	DPY 09/2025
PROJECT ENGINEER	DATE	CHECKED BY DATE



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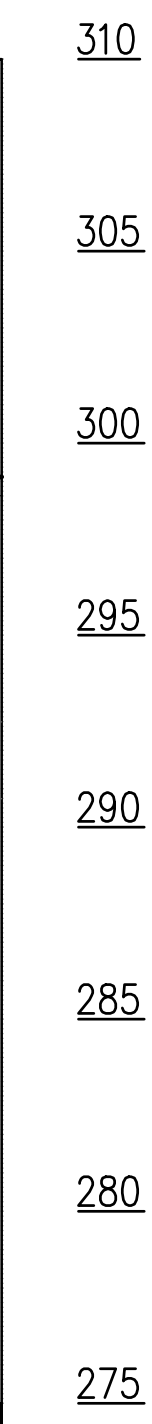
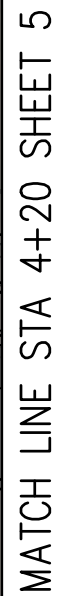
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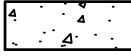






CITY OF FIRCREST

ALAMEDA AVENUE SIDEWALKS EXTENSION
CYPRESS POINT AVE TO EMERSON STREET

LEGEND, ABBREVIATIONS, ALIGNMENT & SURVEY CONTROL		
PROJ. No.	9fir010400	SHT <u>2</u> OF <u>9</u>



BOW LAYOUT POINTS				
#	STATION	OFFSET	ELEV	DESCRIPTION
12	3+84.0	22.5' LT	298.4	MIDPOINT
13	3+92.1	23.9' LT	298.6	PRC, R=30'
14	4+01.9	25.5' LT	298.8	PT

LEGEND	
	CEMENT CONCRETE PAVEMENT
	CRUSHED SURFACING CHOKER COURSE
	NEW HMA PAVEMENT
	2" GRIND AND OVERLAY
	SAWCUT LINE
	MODIFIED CATCH BASIN TYPE 2
	EXISTING ROW

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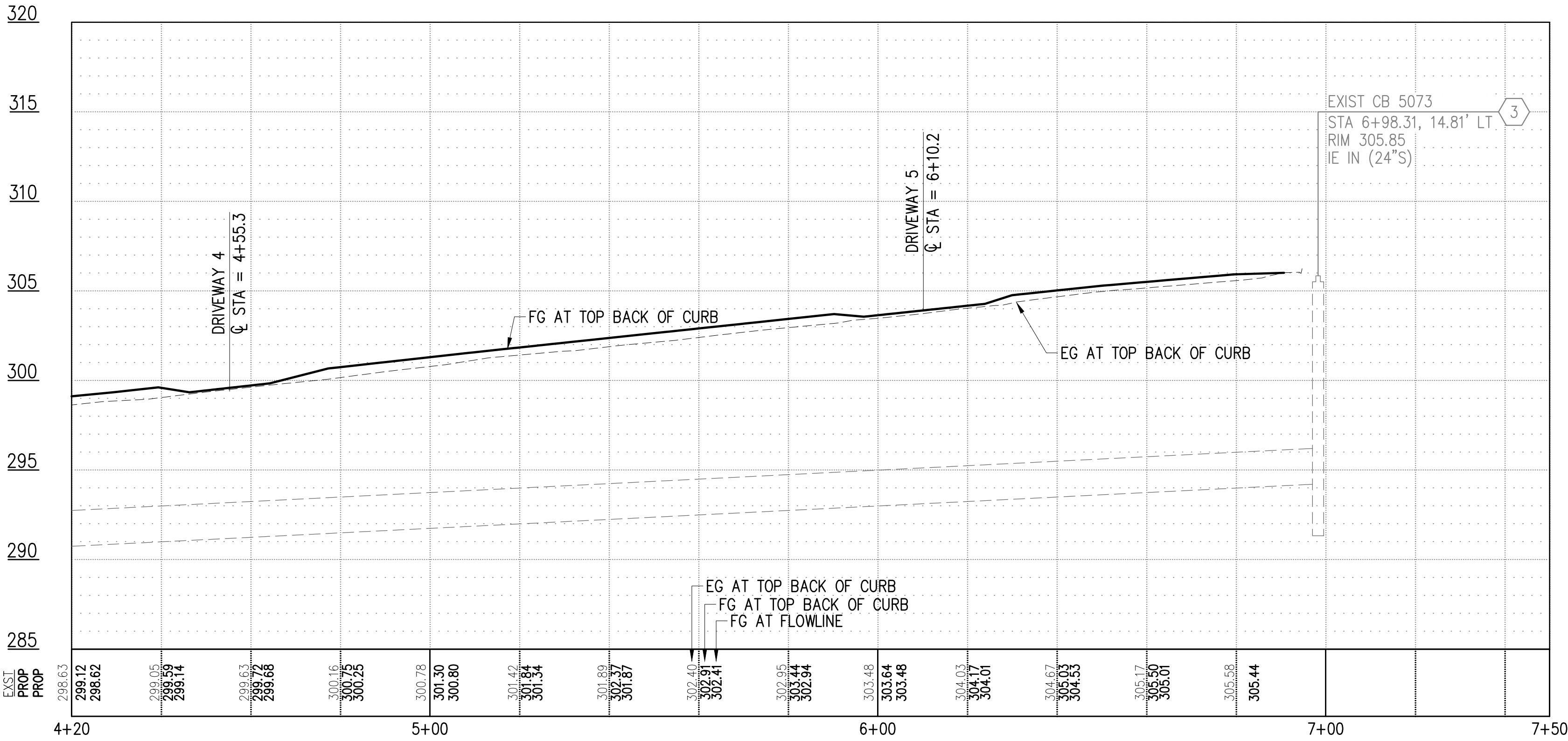
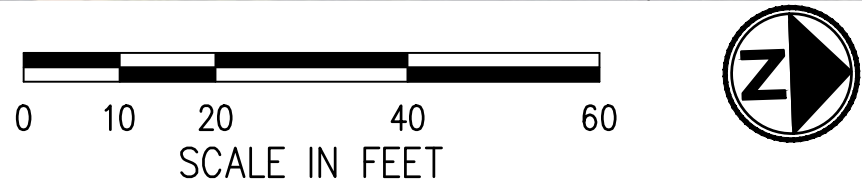
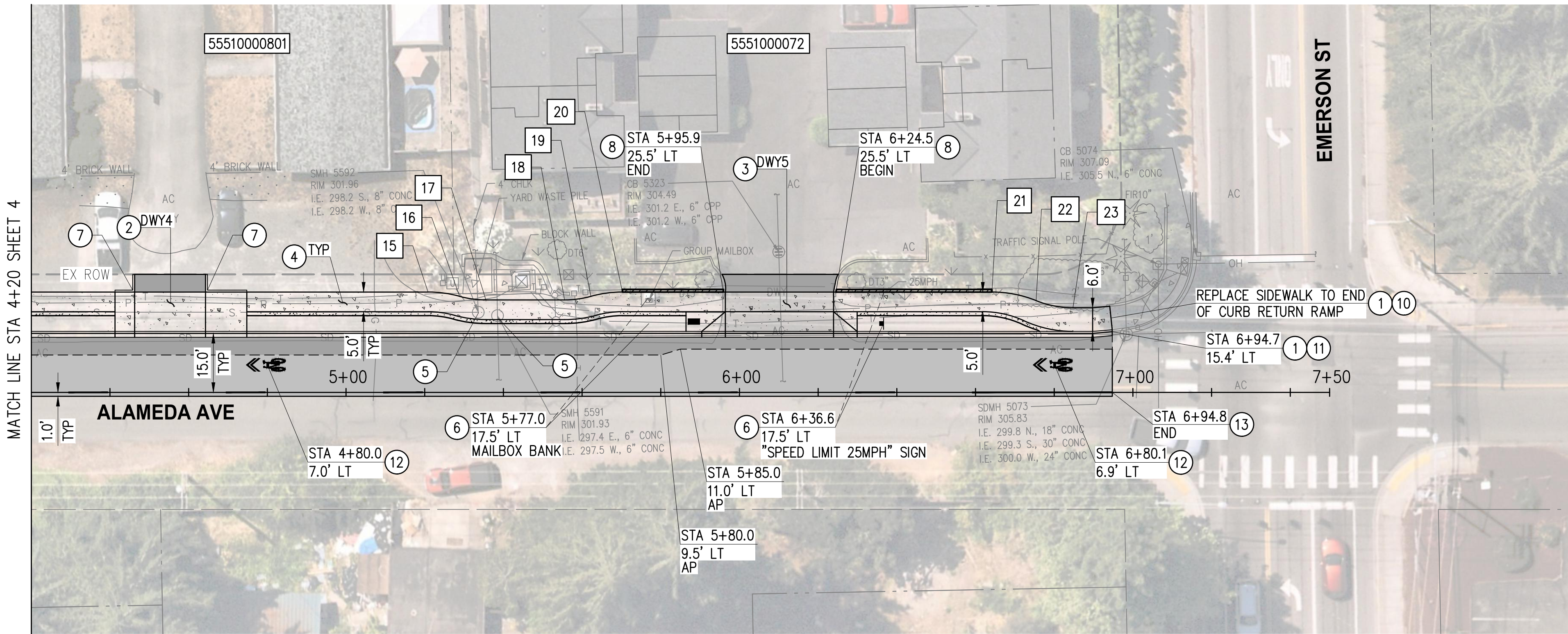


THE CITY OF FIRCREST

SIDEWALK & STORMWATER PLAN & PROFILE
ALAMEDA AVE
STA 0+00 TO STA 4+20

PROJ. No. 9FIR010400 | SHT 4 OF 9

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PROFILE

GENERAL NOTES

- ALL RAMPS AND SIDEWALKS SHALL BE COMPLIANT WITH CURRENT ADA STANDARDS. COMPLIANCE SHALL BE CHECKED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER WHEN FORMS ARE SET AND WHEN CONCRETE IS POURED. ANY GRADING MODIFICATIONS REQUIRED FOR ADA COMPLIANCE SHALL BE APPROVED BY THE ENGINEER.
- PROPOSED CURB & GUTTER, SIDEWALK, AND DRIVEWAYS SHALL BE INSTALLED PER THEIR RESPECTIVE WSDOT STD PLANS AND TYPICAL SECTIONS, SHEET 3.
- ALL AREAS DISTURBED BUT NOT SPECIFICALLY SHOWN FOR RESTORATION IN THE PLANS SHALL BE RESTORED PER THE RESTORATION TABLE, SHEET 3.
- PRESERVE AND PROTECT ALL IMPROVEMENTS AND STRUCTURES NOT SPECIFICALLY MARKED FOR REMOVAL.
- CONSTRUCTION ACTIVITIES SHALL BE PHASED AS NECESSARY TO MAINTAIN ACCESS FOR RESIDENTS. DRIVEWAY CLOSURES SHALL BE COORDINATED WITH THE ENGINEER AND PROPERTY OWNER A MINIMUM OF 2 WORKING DAYS IN ADVANCE.
- APPROXIMATE LIMITS OF RESTORATION ARE SHOWN ON THE PLANS. FINAL LIMITS MAY BE ADJUSTED BY THE ENGINEER IN THE FIELD TO REFLECT ACTUAL FIELD CONDITIONS.
- CONTRACTOR SHALL FURNISH, INSTALL, AND MAINTAIN INLET PROTECTION, SILT FENCE, WATTLES, AND OTHER EROSION CONTROL MEASURES TO MINIMIZE SEDIMENT MIGRATION INTO STORM DRAINAGE SYSTEMS WITHIN THE PROJECT LIMITS AND 100' DOWNSTREAM OF THE PROJECT LIMITS.

CONSTRUCTION NOTES

- MATCH EXISTING.
- INSTALL CEMENT CONC DRIVEWAY ENTRANCE TYPE 1 PER WSDOT STD PLAN F-80.10. SEE DRIVEWAY PLAN & PROFILE, SHEET 6.
- INSTALL CEMENT CONC DRIVEWAY ENTRANCE TYPE 4 (MODIFIED) PER WSDOT STD PLAN F-80.10. SEE DRIVEWAY PLAN & PROFILE, SHEET 7.
- INSTALL BALLASTED CEMENT CONC SIDEWALK PER SECTION 1, SHEET 3.
- ADJUST MANHOLE RING AND COVER TO GRADE AND INSTALL 3" CONCRETE COLLAR AND NON-SKID LID.
- REMOVE, SALVAGE AND RELOCATE TO CENTER OF PLANTER STRIP.
- INSTALL CEMENT CONC PEDESTRIAN CURB PER WSDOT STD PLAN F-10.12.
- INSTALL DECORATIVE MODULAR BLOCK WALL PER SECTIONS AND DETAILS, SHEET 3, AND SPECIAL PROVISIONS.
- INSTALL CEMENT CONC SIDEWALK PER WSDOT STD PLAN F-30.10.
- INSTALL CEMENT CONC TRAFFIC CURB AND GUTTER PER WSDOT STD PLAN F-10.12 AND DEPRESSED CURB DETAIL, SHEET 3.
- WHITE MMA SHARED LANE MARKING PER MUTCD FIGURE 9C-9.
- YELLOW CENTERLINE MARKING PER MUTCD FIGURE 3B-1(A).

BOW LAYOUT POINTS

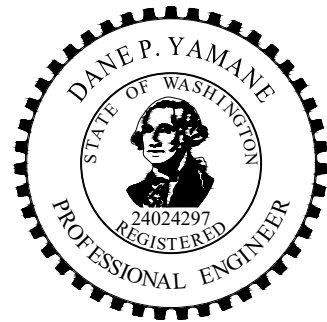
#	STATION	OFFSET	ELEV	DESCRIPTION
15	5+20.9	25.5' LT	302.0	PC, R=30'
16	5+28.9	24.4' LT	302.2	PRC, R=25'
17	5+35.6	23.5' LT	302.4	PT
18	5+55.6	23.5' LT	302.9	PC, R=25'
19	5+62.2	24.4' LT	303.1	PRC, R=30'
20	5+70.2	25.5' LT	303.3	PT BEGIN WALL
21	6+64.2	25.5' LT	305.7	END WALL PC, R=30'
22	6+75.4	23.3' LT	306.0	PRC, R=25'
23	6+84.8	21.5' LT	306.1	PT

LEGEND

- CEMENT CONCRETE PAVEMENT
- CRUSHED SURFACING CHOKER COURSE
- NEW HMA PAVEMENT
- 2" GRIND AND OVERLAY
- SAWCUT LINE
- MODULAR BLOCK WALL
- EXISTING ROW

NO.	DATE	BY	APPR.	REVISIONS

Approved By		9FIR010400STRM01.dwg
ENGINEERING MANAGER	DATE	HH 09/2025
DESIGNED BY	DATE	HH 09/2025
PROJECT MANAGER	DATE	DPY 09/2025
PROJECT ENGINEER	DATE	CHECKED BY DATE



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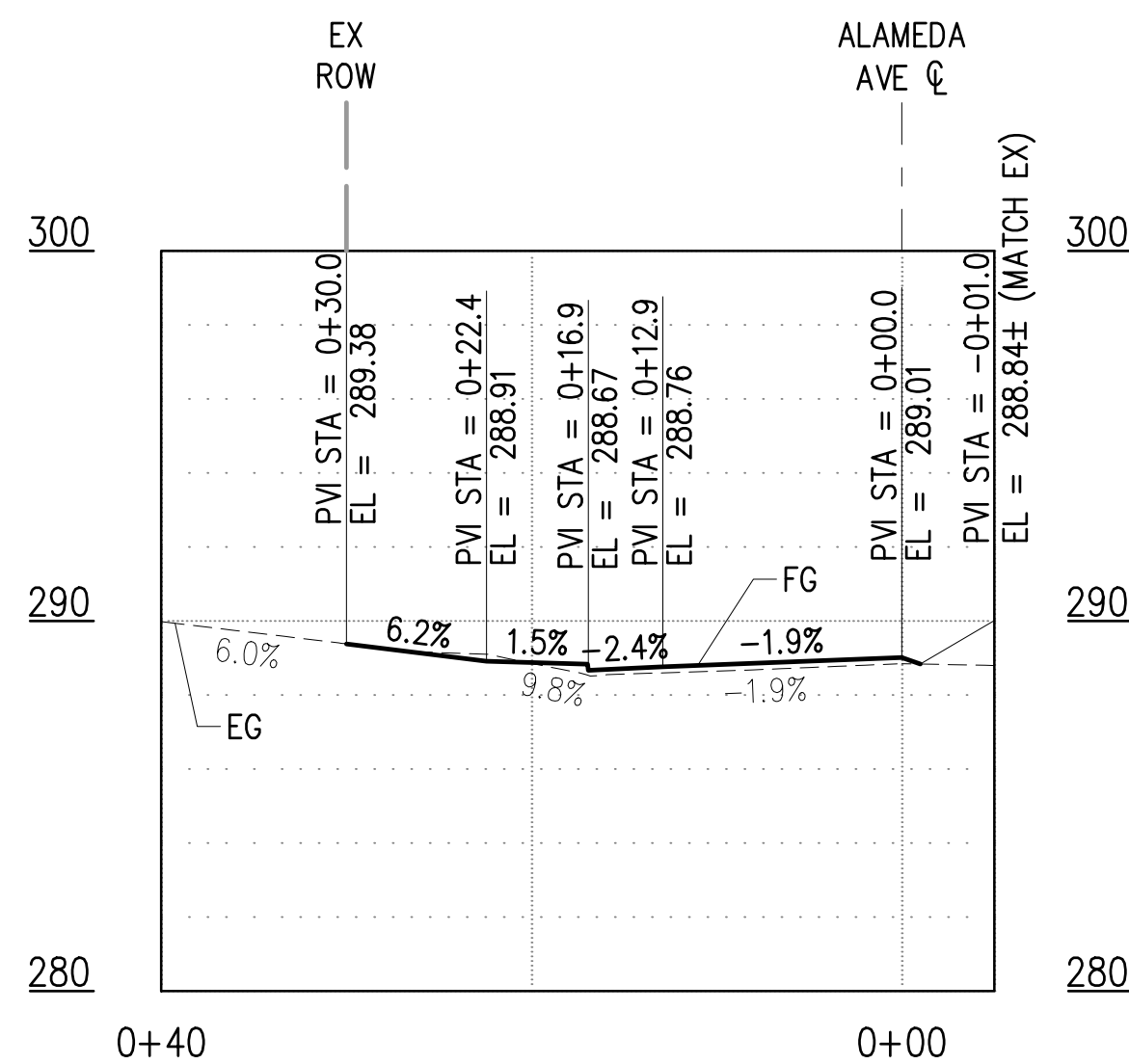
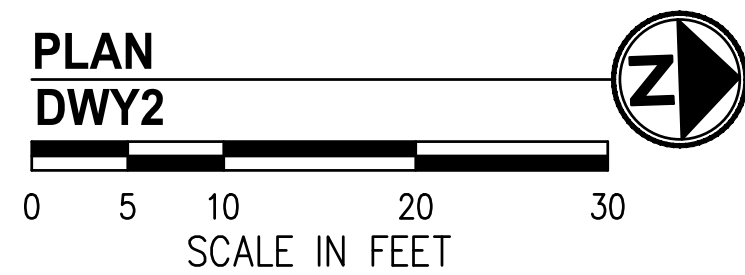
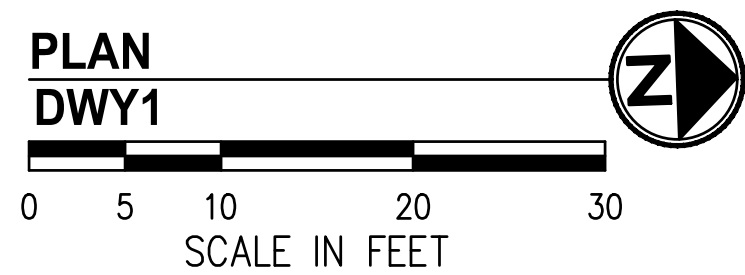
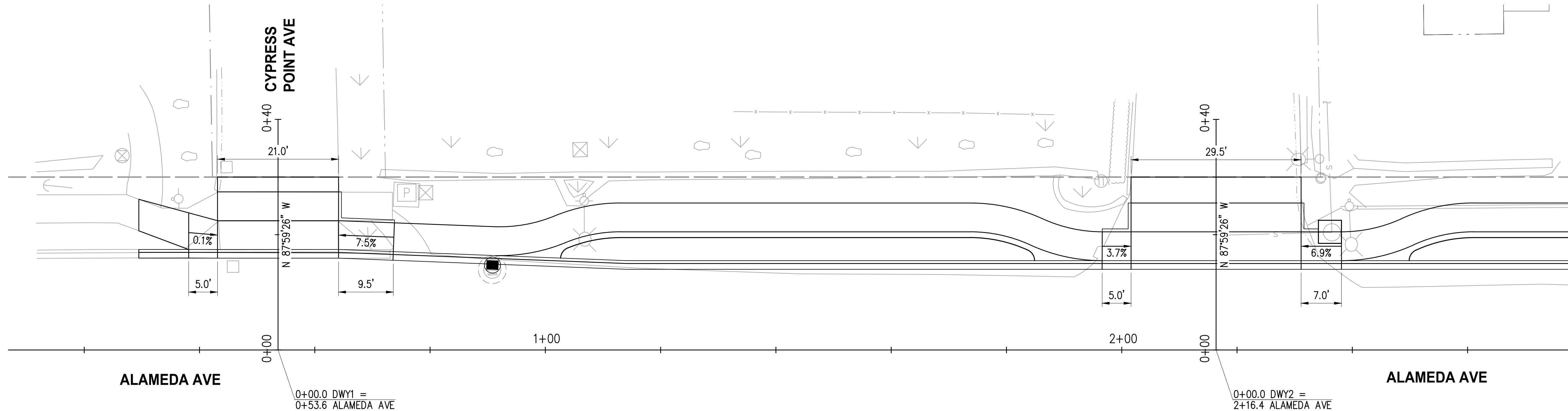


CITY OF FIRCREST
ALAMEDA AVENUE SIDEWALKS EXTENSION
CYPRESS POINT AVE TO EMERSON STREET

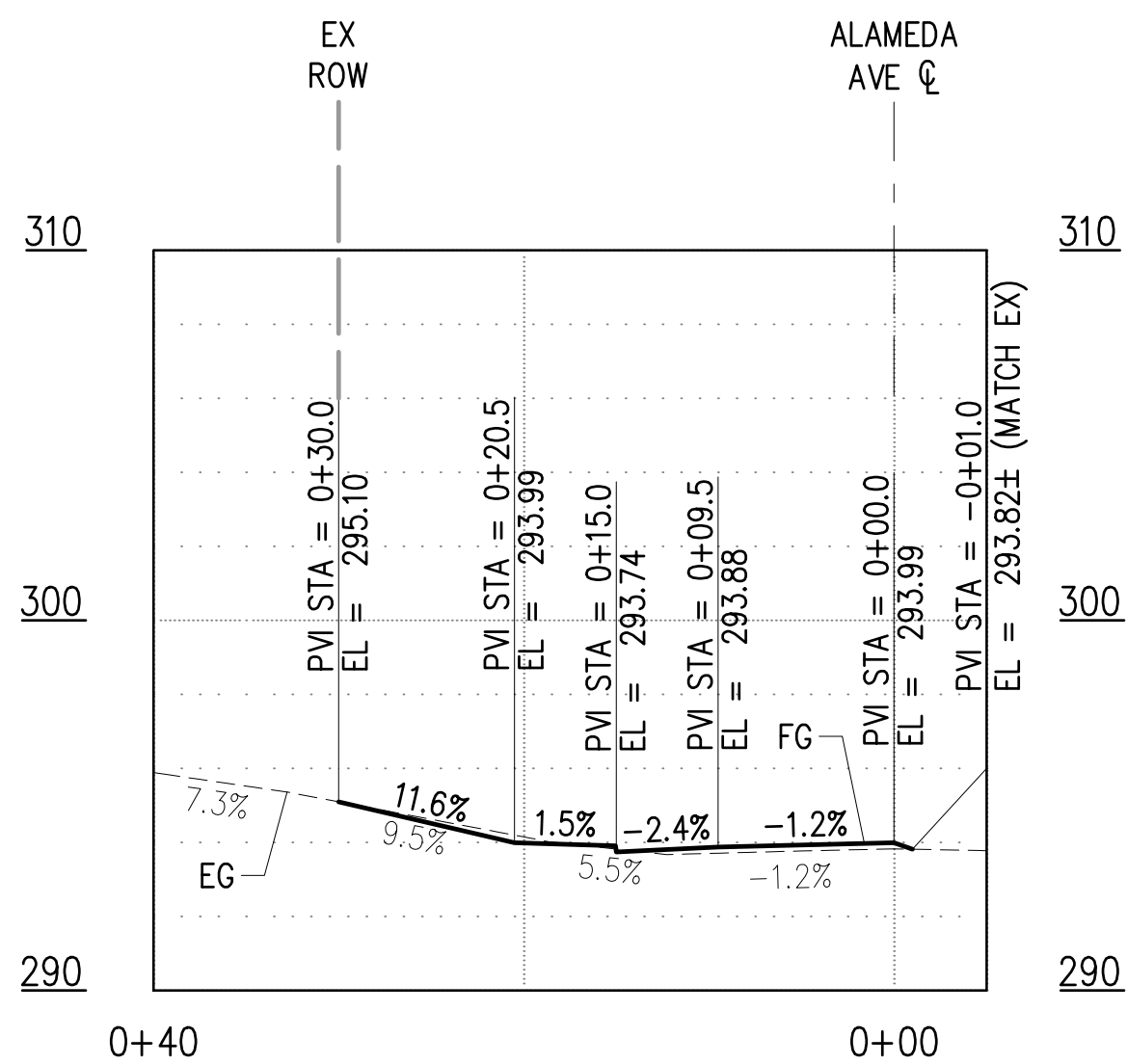
SIDEWALK & STORMWATER PLAN & PROFILE
ALAMEDA AVE
STA 4+20 TO STA 7+50

PROJ. No. 9FIR010400 SHT 5 OF 9

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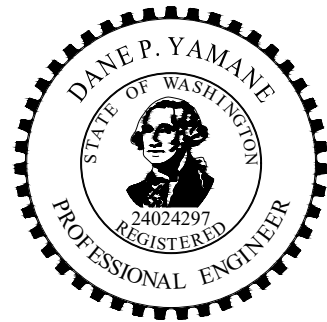
PROFILE (DWY1)
HOR: 1"=10' VER: 1"=5'



PROFILE (DWY2)
HOR: 1"=10' VER: 1"=5'

NO.	DATE	BY	APPR.	REVISIONS

Approved By		9FIR010400DRWY01.dwg
ENGINEERING MANAGER	DATE	HH 09/2025
DESIGNED BY	DATE	HH 09/2025
PROJECT MANAGER	DATE	DPY 09/2025
PROJECT ENGINEER	DATE	CHECKED BY DATE



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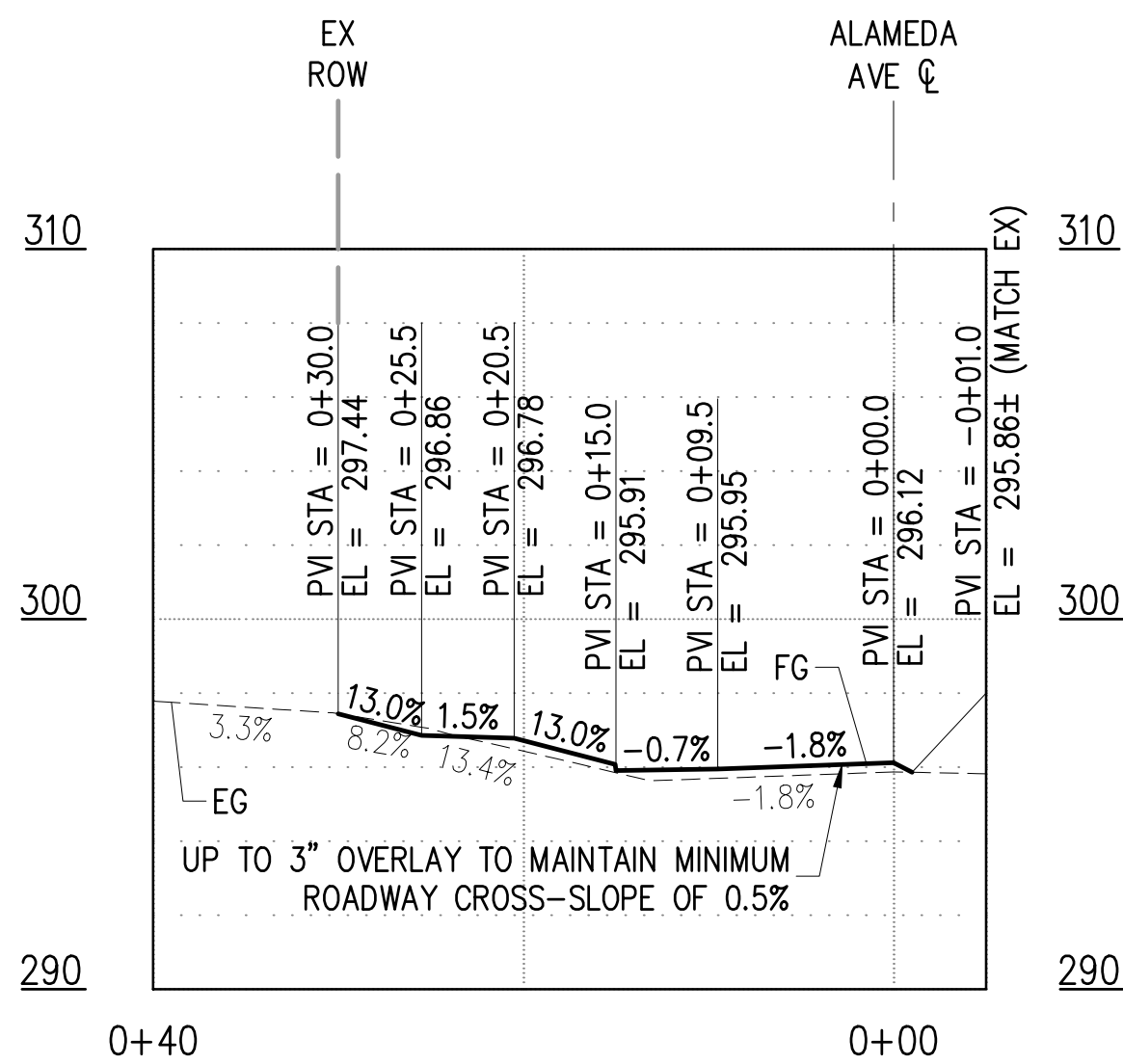
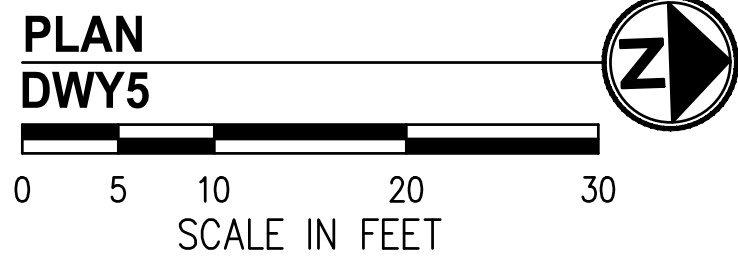
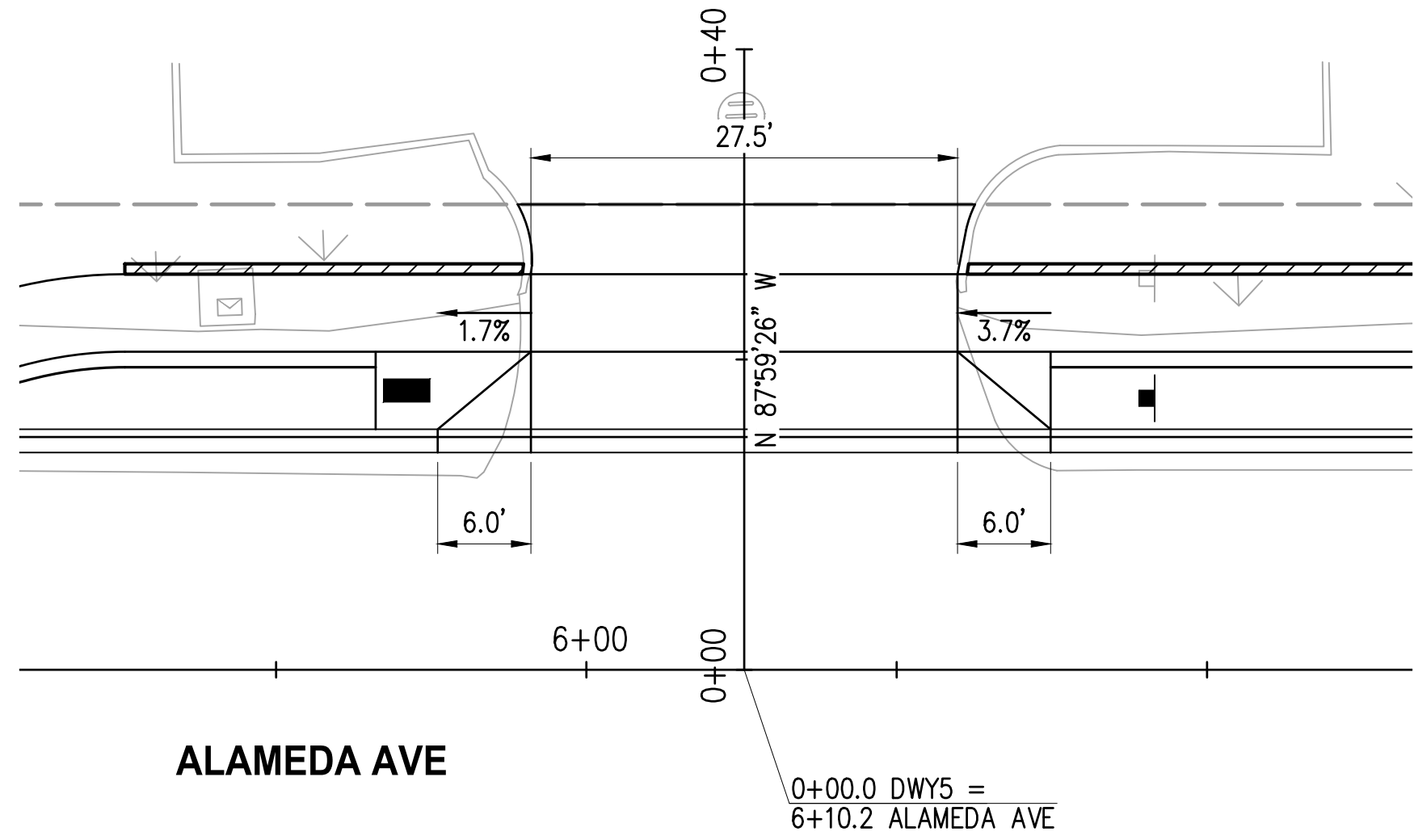
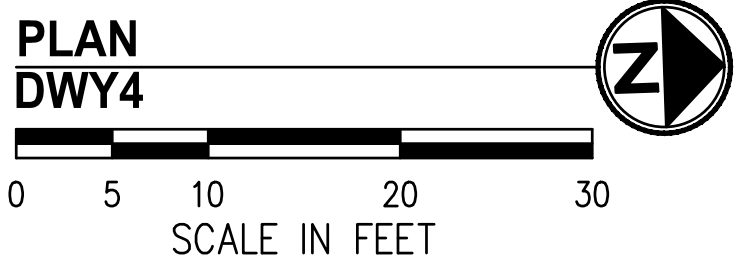
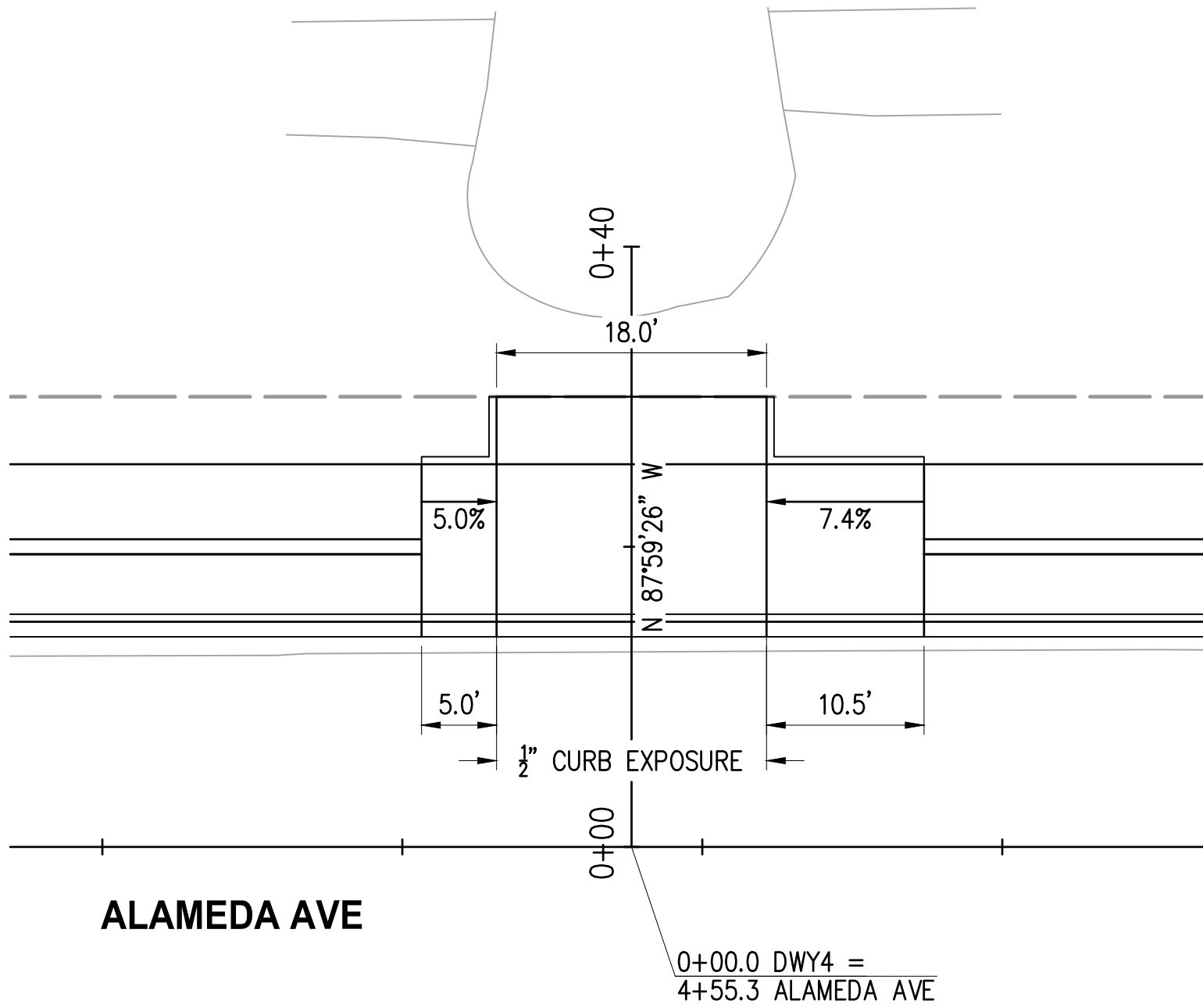
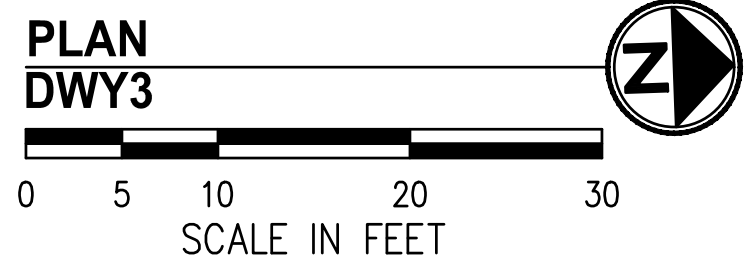
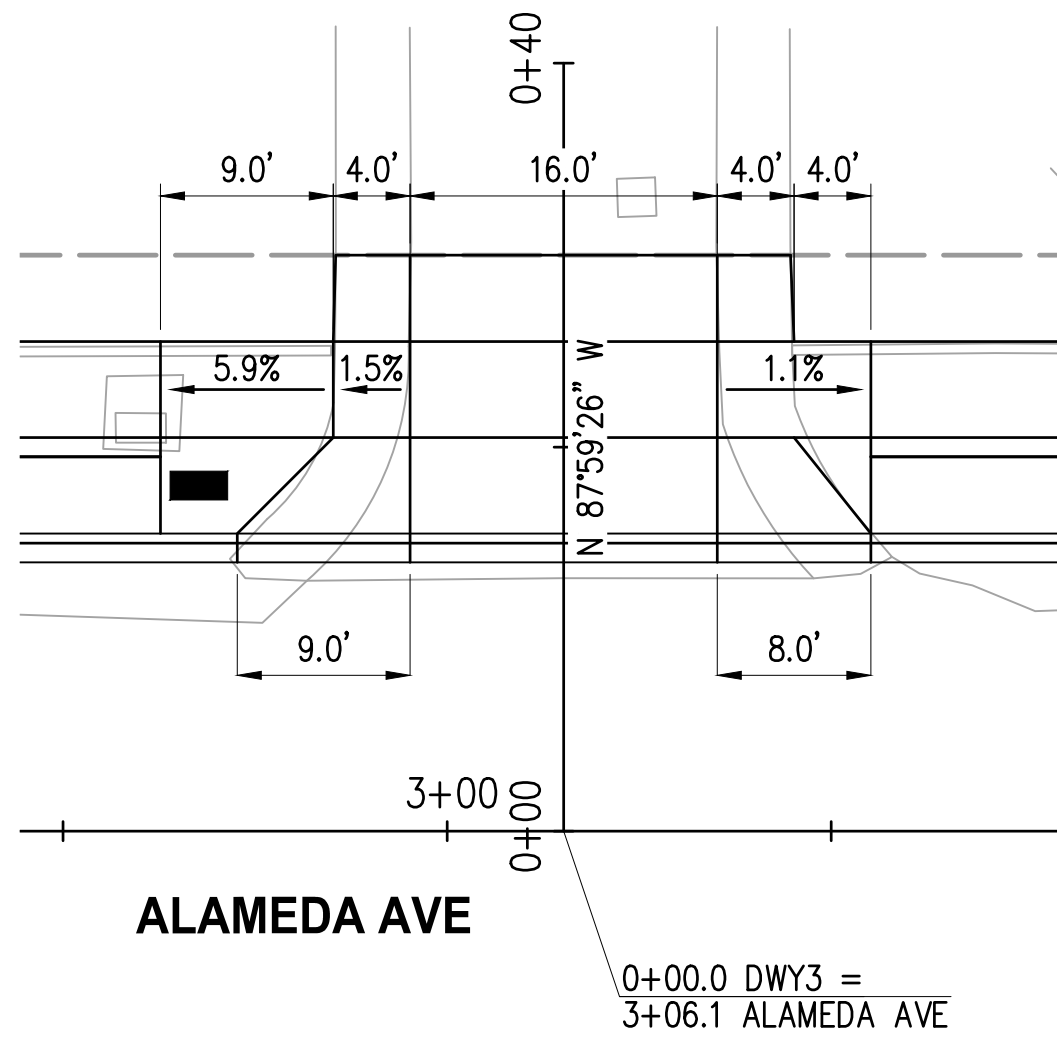
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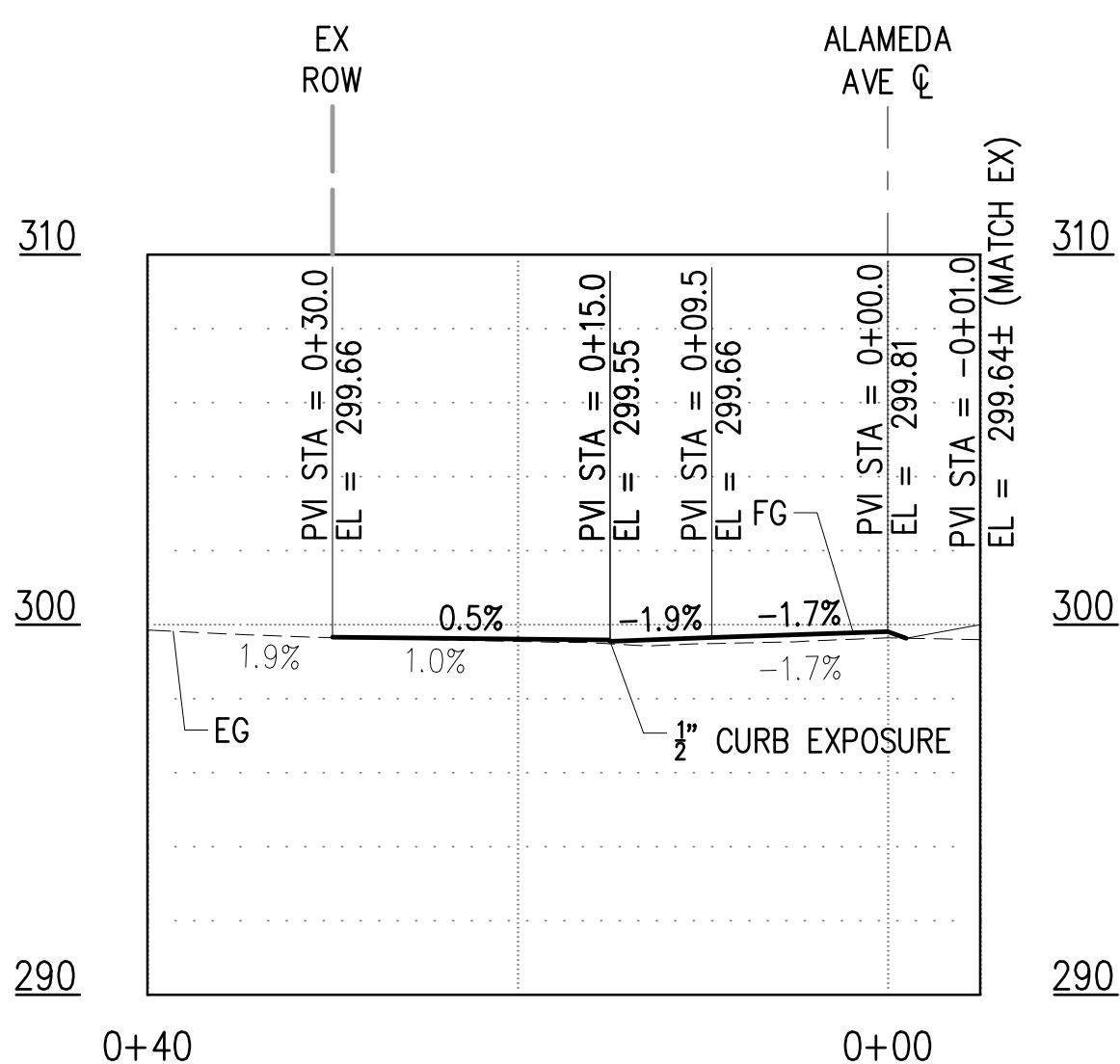
CITY OF FIRCREST
ALAMEDA AVENUE SIDEWALKS EXTENSION
CYPRESS POINT AVE TO EMERSON STREET

DRIVEWAY PLAN & PROFILE		
ALAMEDA AVE		
D1 & D2		
PROJ. No.	9FIR010400	SHT <u>6</u> OF <u>9</u>

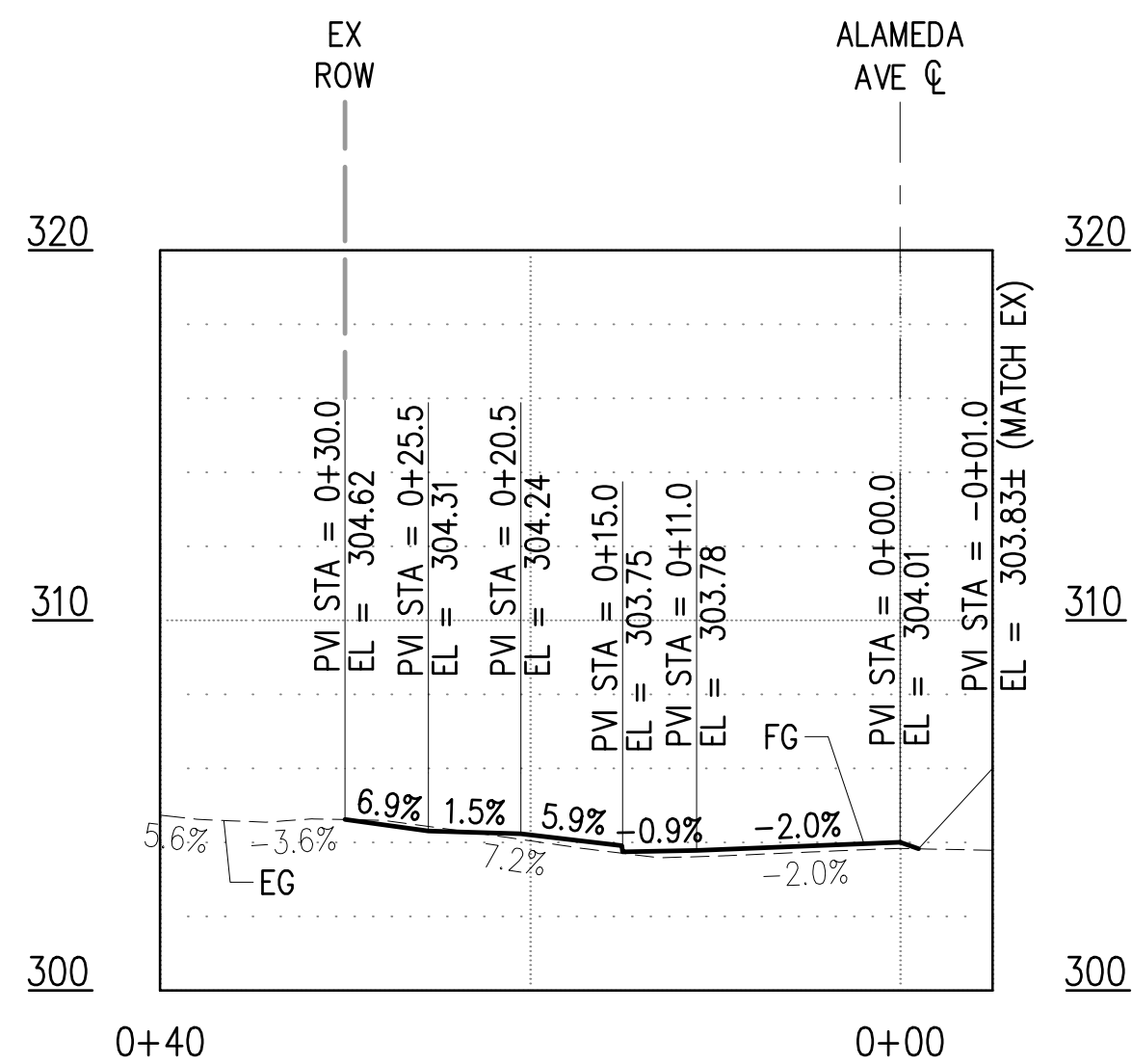
j:\PNW\FIRCREST\9fir010400 - alameda ave west sidewalks\9fir010400DRWY01.dwg Plotted: 10/20/2025 3:03 PM by Henry Hough



PROFILE (DWY3)
HOR: 1"=10' VER: 1"=5'



PROFILE (DWY4)
HOR: 1"=10' VER: 1"=5'

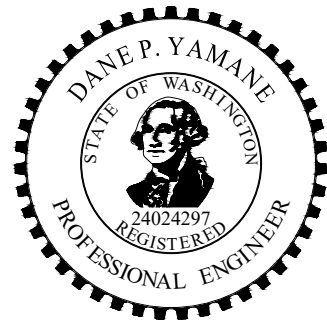


PROFILE (DWY5)
HOR: 1"=10' VER: 1"=5'

NO.	DATE	BY	APPR.	REVISIONS

Approved By	
ENGINEERING MANAGER	DATE
PROJECT MANAGER	DATE
PROJECT ENGINEER	DATE

9FIR010400DRWY01.dwg	
FILENAME	
HH	09/2025
DESIGNED BY	DATE
HH	09/2025
DRAWN BY	DATE
DPY	09/2025
CHECKED BY	DATE



PSOMAS
2502 JEFFERSON AVENUE
TACOMA, WA 98402
253.627.0720
www.psomas.com

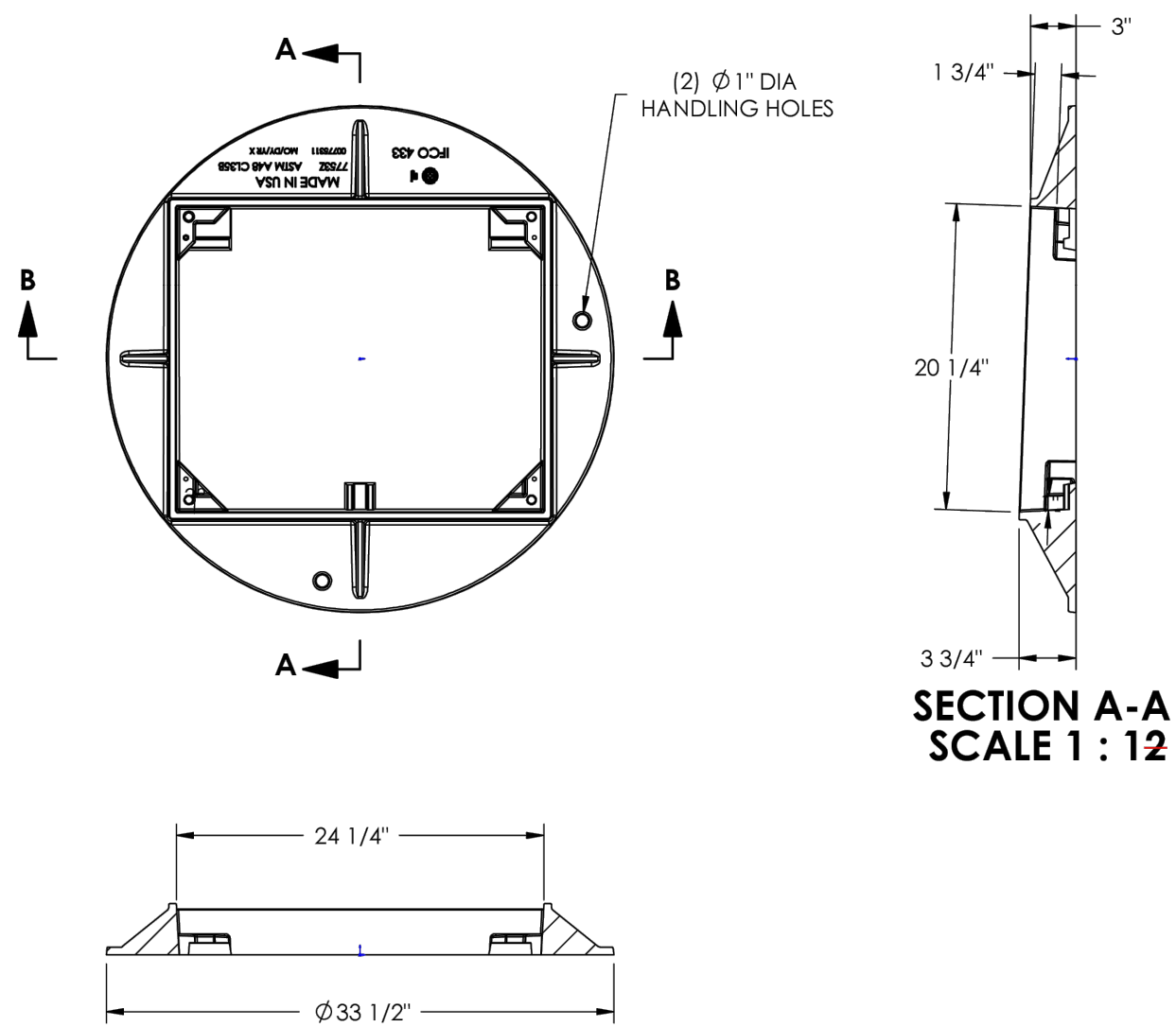
90% REVIEW
SUBMITTAL



CITY OF FIRCREST
ALAMEDA AVENUE SIDEWALKS EXTENSION
CYPRESS POINT AVE TO EMERSON STREET

DRIVEWAY PLAN & PROFILE ALAMEDA AVE D3, D4 & D5		
PROJ. No.	9FIR010400	SHT <u>7</u> OF <u>9</u>

7753Z Curb Inlet Frame



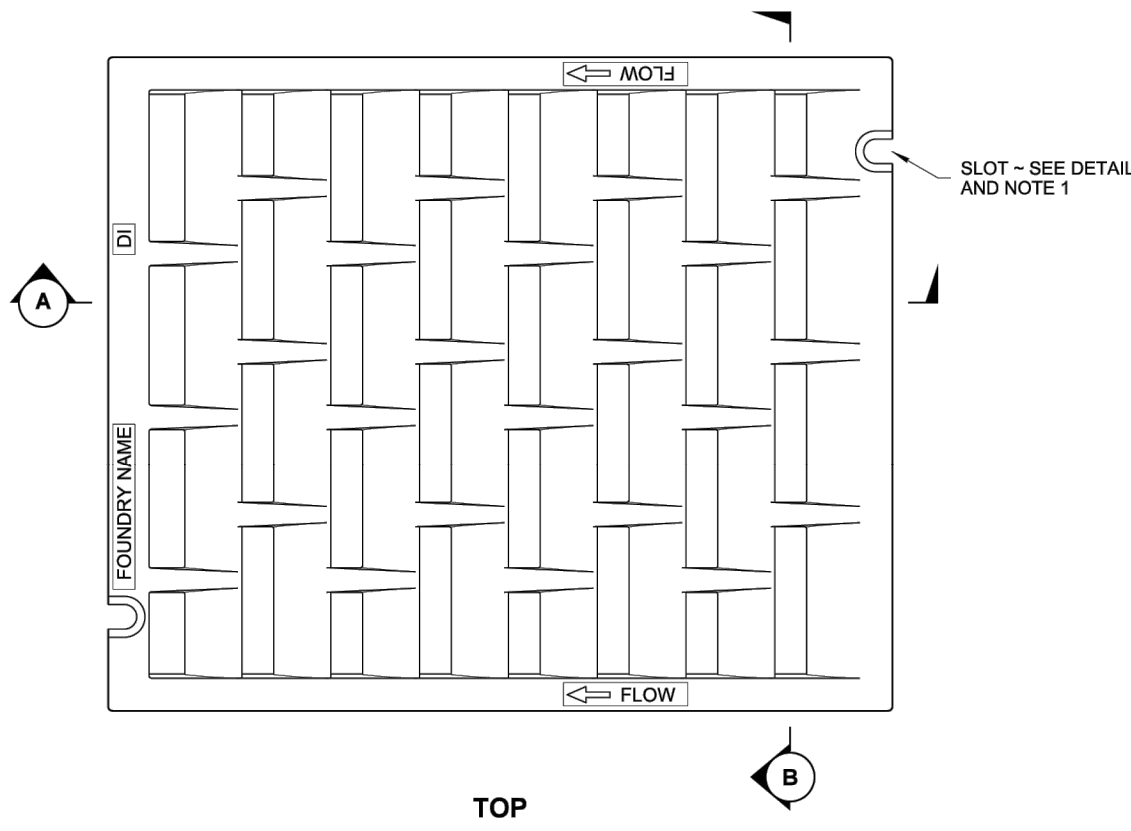
Product Number
00775311
Design Features
-Materials
Gray Iron (CL35B)
-Design Load
Heavy Duty
-Open Area
n/a
-Coating
Unclipped
~√ Designates Machined Surface

Certification
-ASTM A48
-Country of Origin: USA

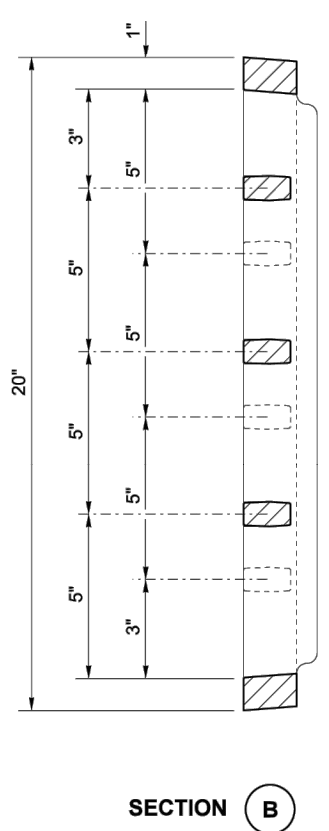
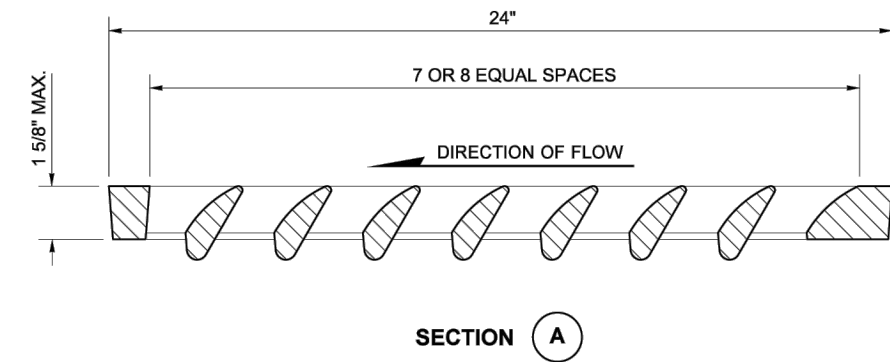
Drawing Revision
9/28/2009 Designer: SBB
4/22/2014 Revised By: MAH

Disclaimer
Weights (bs/kg), dimensions (inches/mm) and drawings provided for your guidance. We reserve the right to modify specifications without prior notice.
CONFIDENTIAL: This drawing is the property of EJ Group, Inc. and embodies confidential information, registered marks, patents, trade secret information, and/or know how that is the property of EJ Group, Inc. All rights reserved.

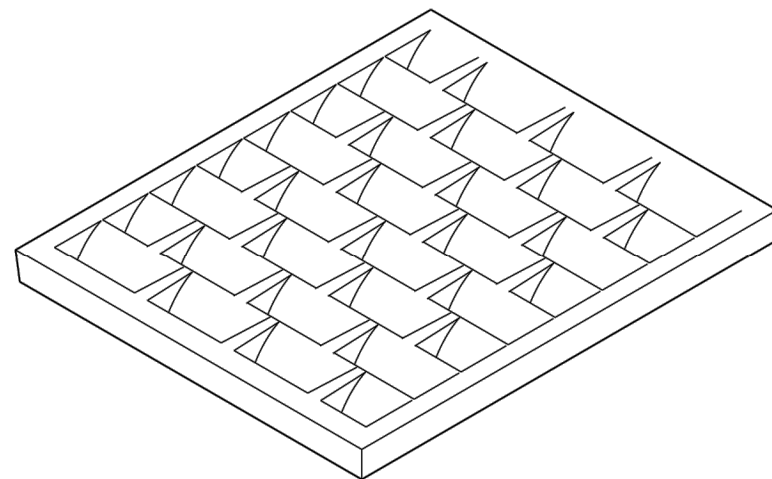
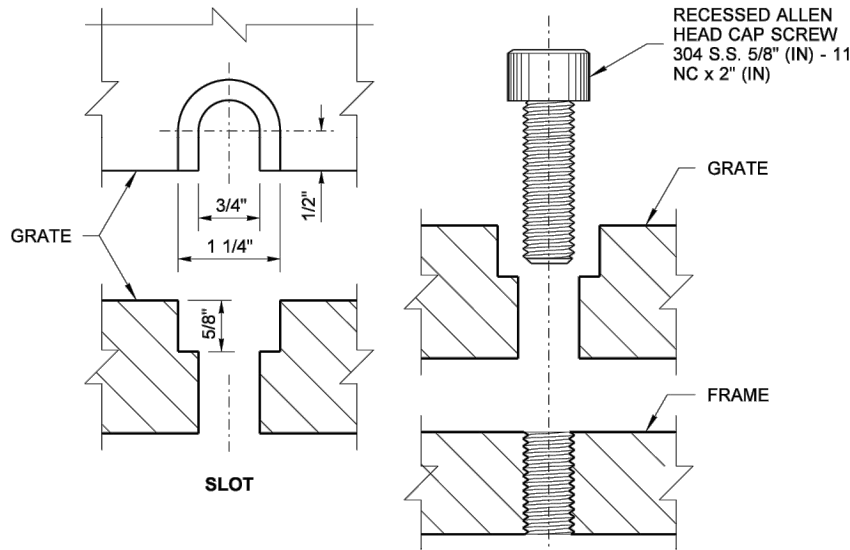
Contact
800 626 4653
ejco.com



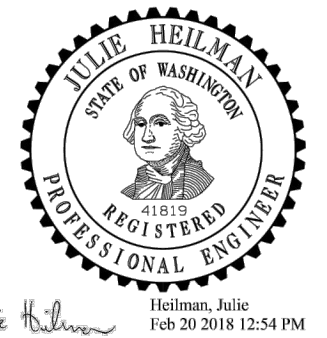
DRAWN BY: FERN LIDDELL



- NOTES
1. Bolt-down capability is required on all frames, grates, and covers, unless specified otherwise in the Contract. Provide 2 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 304 Stainless Steel (S.S.) 5/8" (in) - 11 NC x 2" (in) allen head cap screw by being tapped, or other approved mechanism. Location of bolt-down holes varies by manufacturer.
 2. Refer to **Standard Specification Section 9-05.15** and **9-05.15(2)** for additional requirements.
 3. For frame details, see **Standard Plan B-30.10**.



ISOMETRIC



RECTANGULAR
VANED GRATE
STANDARD PLAN B-30.30-03

SHEET 1 OF 1 SHEET
APPROVED FOR PUBLICATION
February 2018
Feb 20 2018 12:54 PM
STATE DESIGN ENGINEER
Washington State Department of Transportation

APPENDIX A – Cluster Box Unit Installation Single Unit

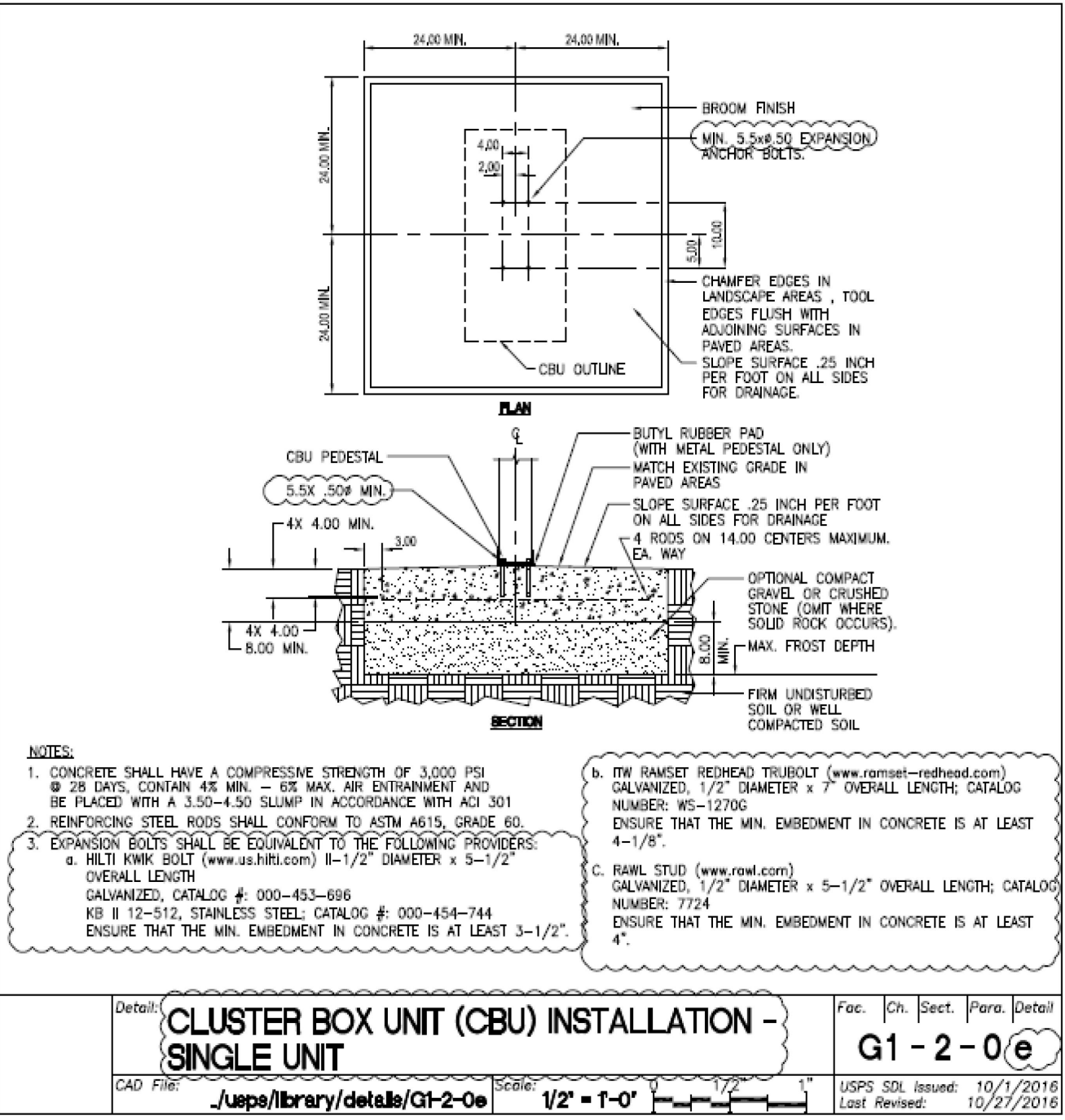
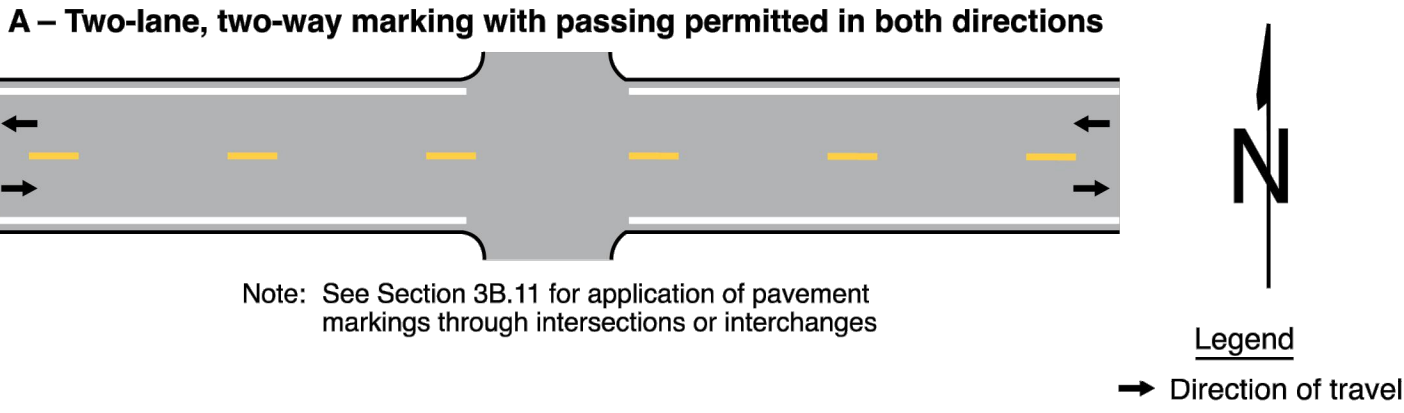


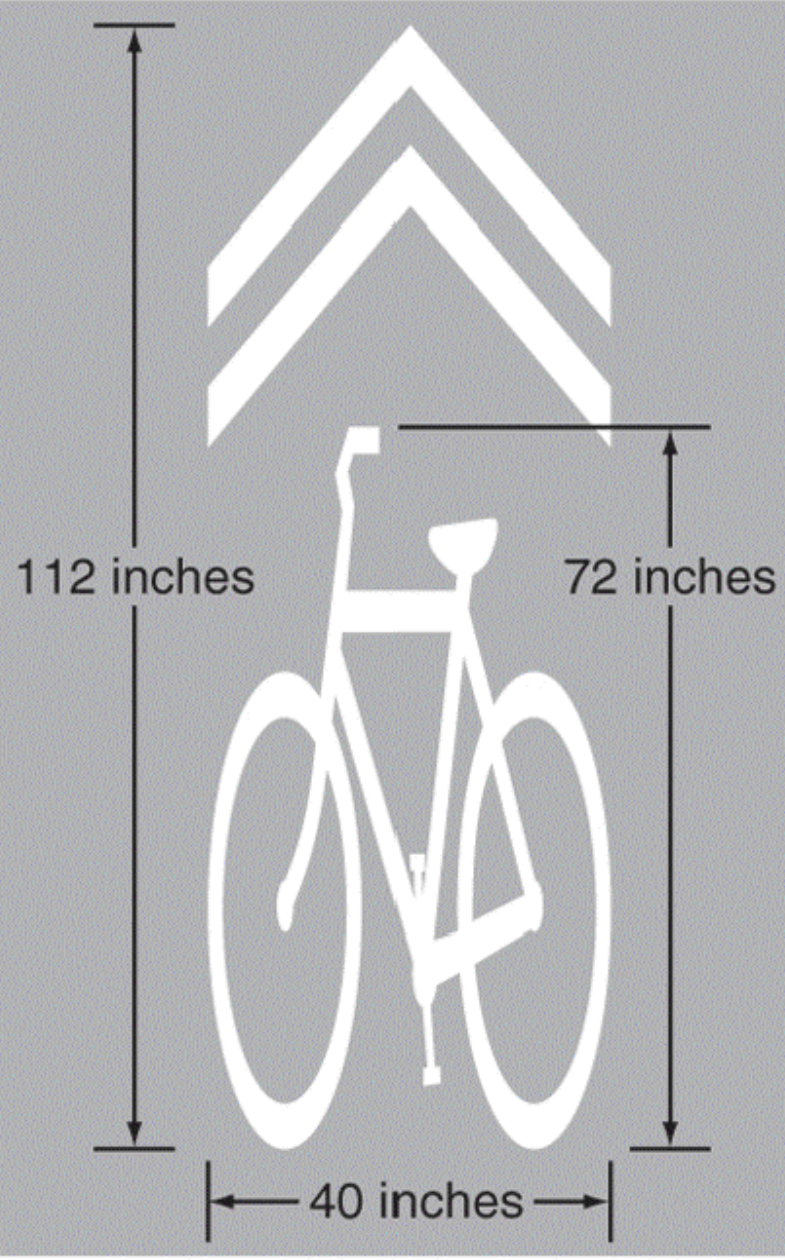
Figure 3B-1. Yellow Center Lines for Two-Lane, Two-Way Applications



Note: See Section 3B.11 for application of pavement markings through intersections or interchanges

MUTCD FIGURE 3B-1(A)

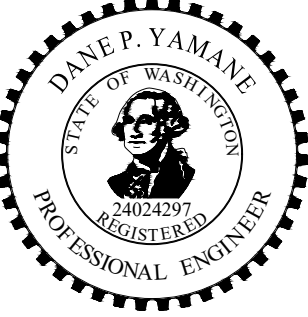
Figure 9C-9. Shared Lane Marking



MUTCD FIGURE 9C-9

NO.	DATE	BY	APPR.	REVISIONS

Approved By		9FIR010400WSDOT-DET.dwg
ENGINEERING MANAGER	DATE	HH 09/2025
DESIGNED BY	DATE	HH 09/2025
PROJECT MANAGER	DATE	DPY 09/2025
PROJECT ENGINEER	DATE	CHECKED BY DATE



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90% REVIEW
SUBMITTAL



CITY OF FIRCREST
ALAMEDA AVENUE SIDEWALKS EXTENSION
CYPRESS POINT AVE TO EMERSON STREET

STANDARD PLANS
& DETAILS
PROJ. No. 9FIR010400 SHT 9 OF 9

ALAMEDA AVENUE WEST SIDEWALKS EXTENTION PROJECT
(Cypress Point to Emerson Street)

ADVERTISEMENT FOR BIDS
ALAMEDA AVENUE WEST SIDEWALK EXTENSION PROJECT

Notice is hereby given that the City of Fircrest, Pierce County, Washington does hereby invite sealed proposals for the **ALAMEDA AVENUE WEST SIDEWALK EXTENSION PROJECT** as described and in accordance with the Bid Documents.

Bid Documents will be available beginning **November 17, 2025**. Free-of-charge access to project Bid Documents (plans, specifications, addenda, and Bidders List) is provided to Prime Bidders, Subcontractors, and Vendors by going to www.bxwa.com and clicking on "Posted Projects", "Public Works", and "City of Fircrest". This online plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the "Self-Registered Bidders List". Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Contact Builders Exchange of Washington at (425) 258-1303 should you require assistance with access or registration.

This Contract provides for the improvement of approximately 700 linear feet of continuous traffic curb and gutter and sidewalk along the west side of Alameda Avenue between existing sidewalk end points at the Cypress Point driveway entrance, north to an existing curb ramp at the southwest corner of Emerson Street. Between the back of curb and sidewalk there will be a 5' wide planter area, consisting of 4' of landscaped area and 1' of choker course gravel. The sidewalk section will be installed as dense concrete over a ballast course that can accept surface runoff via the choker course and provide on-site infiltration. Existing driveways within the project limits will be replaced with dense concrete aprons and HMA driveway patches. Minor storm drain improvements within the roadway will be included as part of this project and all related work as shown on the Plans and as described in the Project Manual.

Estimated Bid Range: \$275,000 - \$350,000

Proposals for this work must be sealed, marked "CITY OF FIRCREST – ALAMEDA AVENUE WEST SIDEWALK EXTENSION PROJECT", and returned to the City of Fircrest City Hall at 115 Ramsdell Street, Fircrest, WA 98466-6999 by 10:00 AM December 2, 2025 where and at which time the proposals will be opened and read aloud.

Direct questions regarding the project to Dane Yamane, at Psomas Email @ dane.yamane@psomas.com . All work performed on this project will be subject to Washington State prevailing wage rates. The City of Fircrest is an Equal Opportunity Employer.

ALAMEDA AVENUE WEST SIDEWALKS EXTENTION PROJECT
(Cypress Point to Emerson Street)

Each bid shall be accompanied by a bid bond, in the amount not less than 5% of the bid amount, with a corporate surety licensed to do business in the State of Washington, and no bid will be considered unless accompanied by such a bond. At time and place named, such bids will be opened and read, and the City of Fircrest staff will proceed to canvas the bids, and may award the project Contract to the lowest responsible bidder. The City of Fircrest reserves the unqualified right in their sole and absolute discretion to reject any and all bids, and to accept the bid which, in their sole and absolute judgment will, under all circumstances, best serve the interest of the City of Fircrest.

THE CITY OF FIRCREST
Tyler Bemis, Public Works Director

DATE: November 7, 2025

PUBLISH: The Seattle Daily Journal of Commerce, November 17, 2025 and
November 24, 2025
The Tacoma Daily Index, November 17, 2025 and November 24, 2025

BID OPENING: 10:00 AM December 2, 2025

CITY OF FIRCREST

*Alameda Avenue West Sidewalk Project
Construction Cost Estimate with Bidder's Tabulations
Bidder's Tabulations
December 2, 2025*

Bidder Name	Bid Amount	
Flowline	\$ 227,823.00	Low Bidder
Calli Denny Construction LLC	238,780.50	
SLE, Inc.	239,448.00	
Reed Trucking & Excavating Inc.	266,777.00	
Sascon, LLC	268,917.00	
Puget Paving & Construction Inc.	279,954.00	
Global Contractors LLC	294,854.00	
R.W. Scott Construction Co.	296,518.00	
Strickland and Sons Excavation	303,504.25	
NPM Construction Co.	308,014.30	
Miles Resources, LLC	333,255.00	
Northwest Cascade, Inc.	338,163.00	
Sterling Breen Crushing Inc.	339,477.00	
TMC Contractors LLC	414,050.98	
 Engineer's Estimate	 \$ 311,658.00	
Average Bid Amount	\$ 296,395.43	



Transportation Improvement Board Updated Cost Estimate

Form generated on 01 Dec 2025

Agency **FIRCREST**
TIB Project No **C-P-130(002)-1**
Project Name **Alameda Avenue W Sidewalk - Cypress Pt to Emerson St**

BID OPENING
Submit form PRIOR to award of contract

Current TIB Commitment
\$ 472,556

TOTAL COST ESTIMATE AT BID OPENING

DESIGN PHASE		CONSTRUCTION PHASE		
Design Engineering	Right of Way	Construction Engineering	Construction Other	Contract Amount
74,554		49,703		227,823
Phase Total	74,554	Phase Total		277,526
		Total Project Cost		352,080

Include a cost breakdown for Construction Other

DETERMINATION OF ELIGIBLE COST

Enter the current estimated totals for Landscaping and Other Noneligible Cost					
Engineering Over 30 Percent	Other Noneligible Cost	Total Landscaping Cost	Allowable Landscaping	Noneligible Landscaping	Total Noneligible Cost
57,410	5,000	10,368	11,141	0	62,410
Total Eligible Project Cost					289,670

Include a cost breakdown of Other Noneligible costs

Minor Change = \$5,000

Change in Eligible Total Project Cost (Total Eligible Project Cost - Previous Phase Eligible Cost) -266,277

Calculated Total TIB funds 246,219

Based on the project ratio, the calculated surplus amount is \$226,337
Enter -226,337 in Requested Change cell

Requested Change -226,337

Requested Total TIB funds 246,219

Enter explanation for the change in Total Project Cost in the space below

Apparent low bidder cost from Bid Opening on 12/02/2025.

Based on the cost information shown above, the agency requests a TIB fund surplus of \$226,337

FUNDING PARTNER PARTICIPATION

Update Funding Partner(s) and their current participation		
Funding Partners	Previous Commitment	Current Participation
TIB	472,556	246,219
FIRCREST	83,391	105,861
WSDOT	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
TOTALS	\$555,947	\$352,080
Funding Partner Total is Correct		

REQUIRED**ATTACHMENTS**

- ▶ Submit BID TABULATIONS with Updated Cost Estimate
- ▶ Include a cost breakdown of Other Noneligible costs in cell B24
- ▶ Enter brief explanation for COST DECREASE in cell B32

AGENCY OFFICIAL

By my signature below, I certify the costs shown are true and correct and I am authorized to financially indebt the agency.

Printed or Typed Name

Title

Signature & Date

REGISTERED ENGINEER

I certify the bid tabulations are accurate and correct.

Dane Yamane

Printed or Typed Name

Signature & Date

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: Public Defender Services Contract

ITEM: 13B

DATE: January 13, 2026

FROM: Dawn Masko, City Manager

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute a Professional Services Agreement with Sound Defenders, PLLC for public defender services.

PROPOSAL: The Council is being asked to authorize the City Manager to execute a Professional Services Agreement with Sound Defenders, PLLC, to provide public defender services for the Fircrest and Ruston Municipal Courts.

FISCAL IMPACT: Base compensation is \$78,000, which covers up to 200 cases at a rate of \$390 per case. Any cases exceeding 200 will be billed at \$390 per case. Non-routine expenses, such as expert witnesses or investigative services, will be billed separately as incurred or paid by the City. The contract includes an additional provision for cases transferred from the Pierce County Department of Assigned Counsel at a rate of \$240 per case. It is anticipated that there will be approximately 70-75 active cases at the contract's commencement.

The adopted 2026 budget includes an \$80,000 appropriation for assigned legal counsel, which encompasses both public defender and conflict counsel services. This public defender contract will require a budget amendment to account for the one-time fee for transferred cases.

ADVANTAGE: Approval of the contract ensures that the City meets its statutory and constitutional obligation to provide legal representation for indigent defendants.

DISADVANTAGES: The contract results in a budget impact that was unknown at the time the budget was adopted.

ALTERNATIVES: None. The City is legally required to provide public defender services for indigent defendants.

HISTORY: The right to counsel is guaranteed by the U.S. Constitution, the Washington State Constitution, applicable statutes, and court rules. When an individual is entitled to legal representation and is indigent, the City is required to provide a qualified public defense attorney to represent that person in municipal court ([RCW 10.101.005](#)).

In 2024, the Washington State Bar Association adopted revised Standards for Indigent Defense Services, establishing lower caseload limits for public defenders. The Washington Supreme Court subsequently adopted new caseload standards, effective January 1, 2026, with a ten-year phased implementation period requiring local governments to reduce public defender caseloads by 10 percent annually through 2036.

The City has contracted with Pierce County for public defender services for many years. In October 2025, Pierce County notified the City that it would be unable to provide public defender services beyond December 31, 2025, due to the impacts of the new caseload standards. Given the short timeframe to secure a successor provider, Pierce County has agreed to extend services through the end of January 2026.

The City issued a Request for Proposals for public defender services and received three proposals. Two firms were determined to be capable of meeting the City's service needs. Of those, Sound Defenders was identified as the most fiscally responsive proposer.

Upon execution of the Professional Services Agreement, Sound Defenders will begin providing public defender services. Pierce County has agreed to coordinate with Sound Defenders to facilitate a smooth transition of existing cases and case management responsibilities.

ATTACHMENTS: [Resolution](#)
[Professional Services Agreement](#)
[Exhibit A – Scope of Services](#)
[Exhibit B - Compensation](#)

**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 SOUND DEFENDERS, PLLC FOR PUBLIC
DEFENDER SERVICES.**

WHEREAS, the Sixth Amendment to the United States Constitution and Article I, Section 22 of the Washington State Constitution grant all criminal defendants the right to legal counsel; and

WHEREAS, State law, including RCW 10.101.005, requires local governments to provide competent legal representation to criminal defendants who are determined to be indigent; and

WHEREAS, the City of Fircrest is responsible for contracting for public defense services for indigent defendants appearing in the Fircrest and Ruston Municipal Court; and

WHEREAS, the City issued a Request for Proposals seeking qualified firms to provide public defender services; and

WHEREAS, after evaluation of the proposals, the City has determined that Sound Defenders, PLLC, best meets the City's needs for public defender services; and

WHEREAS, the City desires to enter into a Professional Services Agreement with Sound Defenders, PLLC, for the provision of public defender services for the Fircrest and Ruston Municipal Court;

**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 Sound Defenders, PLLC, for public defender services.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 13th day of January 2026.

APPROVED:

Mayor

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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 made by and between the City of Fircrest, a Washington municipal corporation (the "City"), and Sound Defenders, PLLC (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in public defender services and desires that the Consultant perform services necessary to provide the following consultation services; and

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, including any addenda thereto as of the effective date of this Agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the Parties as follows:

TERMS

1. **RETENTION OF CONSULTANT – SCOPE OF WORK.** The City hereby retains the Consultant to provide professional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as **Exhibit A** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor, and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement.
2. **PAYMENT.**
 - A. The City shall pay the Consultant for services rendered under this Agreement in accordance with **Exhibit B (Compensation)** for the scope of services described in **Exhibit A**, attached hereto. Except as expressly identified in Exhibit B, all services and ordinary expenses are deemed included in the base compensation. The City shall also pay for non-routine expenses when incurred and approved by the Municipal Court, as identified in **Exhibit B**.
 - B. The compensation set forth in **Exhibit B** includes representation of indigent defendants in Fircrest Municipal Court, including cases originating in the City of Ruston that are referred to the Fircrest Municipal Court. In the event that public defense services for Ruston cases are terminated, materially reduced, or otherwise discontinued, the City and Consultant shall reevaluate the compensation terms and negotiate in good faith an appropriate adjustment. Any adjustment shall be memorialized by a written amendment executed by both Parties.
 - C. The Consultant shall submit monthly itemized invoices detailing services performed and any additional compensation as provided in this Agreement and **Exhibit B**. The City shall pay the full amount of an invoice within 45 days of receipt. If the City objects to all or any portion of any invoice, it shall notify the Consultant of the same within 15 days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.
 - D. The Consultant shall not be entitled to compensation or reimbursement beyond that expressly provided in this Agreement and **Exhibit B**, unless approved in advance in writing by the City or ordered by the Court as a non-routine expense.

3. **DURATION OF WORK.** The City and the Consultant agree that work on the tasks described in Exhibit A will begin on January 14, 2026. The duration of this Agreement shall expire on December 31, 2027. The Parties may extend the duration of this Agreement in accordance with the terms of Section 17 below.
4. **TERMINATION.** The City reserves the right to terminate this Agreement at any time upon ten (10) days' written notice to the Consultant. Any such notice shall be given to the address specified below. In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the notice to terminate. In the event that the City terminates services of the Consultant for fault on part of the Consultant, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Consultant in performing the work to the date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so.
5. **NON-DISCRIMINATION.** The Consultant agrees not to discriminate against any person, customer, employee, applicant for employment, subcontractor, supplier, materialman, firm, partnership, or organization because of race, color, creed, religion, national origin or ancestry, marital status, familial status, sex, sexual orientation, gender identity, age, 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 services for the City now or in the future.
6. **INDEPENDENT STATUS OF CONSULTANT.** The Parties to this Agreement, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.
7. **HOLD HARMLESS, DEFENSE, AND INDEMNIFICATION.**
- A. The Consultant shall defend, indemnify, and hold the City, its officers, officials, directors, employees and volunteers, harmless from any and all claims, injuries, damages, demands, liabilities, losses, liens, actions or suits including reasonable attorney's fees, arising out of or resulting from the negligent or wrongful acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
 - B. 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, or 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 Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.
8. **INSURANCE.**
- A. The Consultant shall procure and maintain, for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

- B. No Limitation.** The Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance or otherwise limit the City of Fircrest's recourse to any remedy available at law or in equity.
- C. Minimum Scope of Insurance.** The Consultant shall obtain at no cost to the City and maintain said insurance in force for the duration of this Agreement, insurance of the types described below:
1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed by the City.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability insurance appropriate to the Professional's profession.
- D. Minimum Amounts of Insurance.** The Consultant shall maintain the following insurance limits.
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Employer's Liability, each accident \$1,000,000, Employer's Liability Disease-each employee \$1,000,000, and Employer's Liability Disease – Policy Limit \$1,000,000.
 4. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim/aggregate.
- E. Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:
1. The Consultant's insurance coverage shall be primary insurance with respect to the City of Fircrest. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute to it.
 2. The City of Fircrest will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City of Fircrest will not waive its right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City of Fircrest, or any self-insurance, or insurance pool coverage maintained by the City of Fircrest.
 3. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, unless thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
 4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period shall be provided to the City.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII and licensed to conduct business in the State of Washington.

G. Verification of Coverage. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

9. **OWNERSHIP AND USE OF WORK PRODUCT.** Any and all documents, drawings, reports, and other work product produced by the Consultant under this Agreement shall become the property of the City upon payment of the Consultant's fees and charges therefore. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided that the Consultant shall not be responsible for any use or modifications of said work product by the City or its representatives for any purpose other than specified in this Agreement.

10. **ASSIGNMENT.** The Consultant shall not assign or subcontract any portion of the services covered by this Agreement without the express written consent of the City.

11. **CITY'S RIGHT OF INSPECTION.** Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof.

12. COMPLIANCE WITH LAWS.

A. The Consultant shall be duly licensed and shall comply with all applicable federal, state, and municipal laws, ordinances, codes, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

C. Per Fircrest Municipal Code 5.04.020, the Consultant agrees to obtain a City of Fircrest business license prior to performing any work pursuant to this Agreement.

13. **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.

14. **CONSULTANT'S REPRESENTATIONS.** The Consultant hereby represents that it has all necessary licenses and certifications to perform the services provided herein and is qualified to perform such services.

15. RECORDS.

A. The Consultant shall keep all records related to this Agreement for a period of three years following the completion of the work for which the Consultant is retained. The Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with reproducible copies of any such records. The copies will be provided at no cost if required to substantiate any billing by the Consultant, but the Consultant may charge the City for copies requested for any other purpose.

B. Consultant acknowledges that the City is an agency governed by the public records disclosure requirements set forth in chapter 42.56 RCW. Consultant shall fully cooperate with and assist the City with respect to any request for public records received by the City concerning any public records generated, produced, created, and/or possessed by Consultant and related to the services performed under this Agreement. Upon written demand by the City, the Consultant shall furnish the City with full and complete copies of any such records within ten business days. Consultant's failure to timely provide such records upon demand shall be deemed a material breach of this Agreement. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the Consultant shall indemnify and hold harmless the City as set forth in Section 7. For purposes of this section, the terms "public records" and "agency" shall have the same meaning as defined by chapter 42.56 RCW, as construed by Washington courts.

C. The provisions of this section shall survive the expiration or termination of this Agreement.

16. WORK PERFORMED AT THE CONSULTANT'S RISK. The Consultant shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subconsultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

17. NON-WAIVER. The failure of the City to insist upon strict performance of any provision, covenant, or condition of this Agreement, or to exercise any right or remedy available under this Agreement, shall not be deemed a waiver of any such provision, covenant, condition, right, or remedy. Any waiver by the City of any provision of this Agreement or of any time limitation or other requirement shall apply only to the specific instance for which it is given and shall not be deemed a continuing or future waiver of the same or constitute a waiver of any other provisions.

18. SEVERABILITY. 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.

19. GOVERNING LAW AND VENUE STIPULATION. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. 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.

20. NOTICES. All notices required to be given by either Party to the other under this Agreement shall be in writing and shall be given in person, electronically delivered receipt confirmed, or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

<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: Dawn Masko, City Manager 115 Ramsdell Street Fircrest, WA 98466 Phone: 253-564-8901 E-Mail: dmasko@cityoffircrest.net	Sound Defenders, PLLC Attn: Sean Taschner, Managing Attorney PO Box 1999 Shelton, WA 98584 Phone: 360-868-6558 E-Mail: sean@taschnerlaw.onmicrosoft.com

21. ENTIRE AGREEMENT. This Agreement, together with any attachments or addenda, constitutes the entire and integrated Agreement between the City and the Consultant, superseding all prior negotiations, representations, or agreements, written or oral. This Agreement may be modified, amended, or added to only by a written instrument signed by both City and Consultant. If extending only the duration of the Agreement, the parties may agree to such a duration extension by written instrument approved and signed by the Consultant and the City Manager, provided that all other terms of the Agreement remain unchanged and remain in full force and effect for the entire new duration of the Agreement.

BY THEIR SIGNATURES BELOW, the parties hereto have accepted and executed this Agreement this 13th day of January, 2026. The undersigned Consultant representative, by signature below, represents and warrants that 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: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
Joanna M. Eide, City Attorney

By: _____
Arlette Burkhardt, City Clerk

EXHIBIT A

SCOPE OF SERVICES

The selected attorney(s) or firm(s) shall provide full legal representation for assigned indigent defendants at all stages of criminal proceedings, including but not limited to arraignment, pretrial hearings, motions, trials, sentencing, review hearings, probation reviews, and appeals through the point of filing.

Services include:

- Meeting with clients in custody or out of custody.
- Interviewing clients and potential witnesses.
- Conducting legal research, preparation, and filing of pleadings.
- Negotiating with prosecutors or other agencies.
- Preparing for and appearing at all court hearings.
- Complying with all applicable professional standards and the Washington Supreme Court's Standards for Indigent Defense.
- Working with the Pierce County Department of Assigned Counsel to ensure a smooth transition of public defender services.
- Providing representation for indigent defendants assigned appointed counsel prior to the effective date of this Agreement and for whom the previously assigned counsel has withdrawn as counsel of record.
- Providing the City of Fircrest with both monthly and annual reports detailing the assigned case load, the disposition of cases, and the types of cases assigned.

Public defenders must be available for consultation with clients held in the Pierce County Jail and/or the Puyallup Jail.

Expected Court Schedule:

- **Fircrest Municipal Court:** Every Wednesday, from approximately 8:00 a.m. to 12:00 p.m.
- **Ruston Municipal Court:** 1st, 3rd, and 5th Thursday mornings of each month.
- **In-Custody Arraignments:** Monday mornings, as needed.
- **Jury Trials:** 2nd and 4th Thursdays, as scheduled.

EXHIBIT B

COMPENSATION

A. Base Compensation

The City shall pay the Consultant an annual base compensation of Seventy-Eight Thousand Dollars (\$78,000), payable in monthly installments of Six Thousand Five Hundred Dollars (\$6,500), for services rendered under this Agreement for up to two hundred (200) cases per calendar year.

Base compensation includes all attorney fees and all ordinary and routine expenses necessary to provide the contracted services, including but not limited to: overhead, paralegal and administrative support, office expenses and supplies, mileage, postage, telephone and electronic communication charges, and other similar expenses.

All services required under this Agreement and **Exhibit A** that are not expressly identified as additional compensation or non-routine expenses shall be deemed included in the base compensation.

B. Additional Compensation for Excess Caseload

For cases assigned to the Consultant in excess of two hundred (200) cases in a calendar year, the City shall compensate the Consultant at the rate of Three Hundred Ninety Dollars (\$390) per case, invoiced upon completion of the case. For purposes of this subsection:

1. "Cases" include new appointments and existing cases quashing warrants.
2. Cases assigned in excess of 200 that remain in warrant status for more than six (6) months shall be deemed closed for billing purposes.
3. If such a warrant is later served and the Consultant is reappointed, the matter shall not be counted as a new appointment and shall not count toward the annual 200-case limit.

C. Transition and DAC Appointments

The City shall pay the Consultant a transition fee of Two Hundred Forty Dollars (\$240) per case for:

1. All cases transferred to the Consultant from the Department of Assigned Counsel (DAC) at the commencement of this Agreement; and
2. All new appointments assigned to the Consultant from the DAC through December 31, 2026.

D. Non-Routine Expenses

If the Consultant determines that an expert witness or investigator is reasonably necessary to provide constitutionally adequate representation, the Consultant shall petition the Court for authorization. The Court shall determine whether such services are warranted, the reasonable rate of compensation, and the amount payable by the City.

Court-authorized expert and investigative services shall be paid by the City either directly to the service provider or reimbursed to the Consultant, as determined by the City. No non-routine expense shall be compensable unless approved by the Court.