

**SULTAN CITY COUNCIL
AGENDA COVER SHEET**

ITEM NO: A-2
DATE: February 25, 2010
SUBJECT: Permit Process Improvement
Consultant Contract Proposal, Latimore Co. LLC
CONTACT PERSON: Robert Martin, Community Development Director

RCM

ISSUE:

Execute new Contract with Latimore Company, LLC for continuing development of the automated permit issuance and tracking system.

ACTION:

Authorize Mayor to execute contract with The Latimore Company, LLC not to exceed \$16,000, for Consultant Services in support of the land use permit system.

STAFF RECOMMENDATION:

Staff recommends making any changes desired by the Council and move to authorize the Mayor to execute a contract with The Latimore Company, LLC for Professional Services as described in "Attachment A".

BACKGROUND:

In January 2009, the City signed a contract with Latimore Company, LLC for Professional Services to upgrade and streamline the City's permit system. At that time, the focus was on Building Permits and the Land Use processes centered in the Community Development Department. The Contract also called for an assessment of whether the Springbrook Financial System employed by the City was adaptable to the needs of the permit process and fee structure for permits.

Mr. Latimore has performed these tasks admirably, and the Council and Planning Board have seen demonstrations of the system which is now capable of issuing permits, tracking their progress, and collecting the fees appropriate to the particular project. That work represents completion of the work tasks in the first Contract.

DISCUSSION:

With completion of the first Contract, it is now apparent that additional tasks are appropriate and necessary to complete the project.

The full connection to Springbrook was not included in the first Contract. To verify that the determination that the Springbrook System could accept building permit fees and track permits, Mr. Latimore proceeded to undertake the work necessary to demonstrate the reality of that potential. The effort was successful and was demonstrated to Council at a recent meeting.

In the interest of activating the system on January 1, 2010, Mr. Latimore and City Staff completed the conversion to Springbrook Financial Tracking and activated the system. Staff did not realize at that time that the not-to-exceed amount of the first Contract was exceeded by \$4,025. The work was successful and Mr. Latimore billed for this work and was paid the amount owed. Staff regrets the oversight.

In addition to the Springbrook transition which is already completed, the additional tasks and costs not included in the Original Contract that are proposed for this contract are as follows:

1. Springbrook Transition \$4,000 (already completed) Item 1 is explained above.
2. Ongoing Technical Support \$6,000 (Land Use and Building Permits). This task provides ongoing work with Staff to resolve operations of the automated system. Problems with the programming and data entry will be discovered as Staff works with the system. Mr. Latimore's assistance will be vitally important to fine-tuning of the system. This is an on-call service billed as needed. Staff will seek to resolve problems in-house first and will call Mr. Latimore if the issues cannot be addressed.
3. Add Public Works Permits \$4,000 (Enterprise Funds and Public Works). This task provides for addition of several permits that are issued through the Public Works Dept. Grading, Right-of-way Construction, Water Connection, Stormwater Management, Driveway, and Sidewalk Permits need to be brought into seamless automated format with the Planning Permits that were included in the first Contract. This activity will be paid for chiefly by the enterprise funds that benefit from the permits.
4. Ongoing Technical Support \$2,000 (Public Works Permits). This task provides the same on-call technical support for the new Public Works permits as described in Item 2 for the Planning Permits.

Details of Tasks:

The total of the new proposed contract is not to exceed \$16,000, \$4,025 of which has been expended from the Professional Services line item in the Community Development Department as explained above. Six thousand (\$6,000) will be expended to the water, sewer, stormwater, and street funds.

Attachment A presents a contract authorizing the work explained above.

Attachment B presents a more complete explanation of the work discussed above as submitted by Mr. Latimore. Tasks 1, 2, 3, and 4 on **Attachment B** are included in the proposed contract.

Staff calls Council's attention to the continuation of the tasking discussion on Pages 3, 4, and 5 of **Attachment B**. Mr. Latimore and City Staff agree that Tasks 5 through 10 are appropriate and necessary for full implementation of the system. Due to budget constraints, Staff is recommending to Council that only Tasks 1 through 4 are affordable at this time. If revenues from planning-related activities exceed budgeted revenues, Staff intends to return to Council with further recommendations regarding the permit system.

ALTERNATIVES:

The Council may determine to:

1. Authorize the Mayor to execute the proposed Contract for an amount not to exceed \$16,000.
2. Amend the work plan as desired to accomplish additional or different objectives.
3. Take no action on the proposed contract, thereby placing a hold on further activity to upgrade the permit system.

STAFF RECOMMENDATION:

Staff recommends making any changes desired by the Council and move to authorize the Mayor to execute a contract with The Latimore Company, LLC for Professional Services as described in "**Attachment A**".

ATTACHMENTS:

Attachment A: Proposed Contract with Latimore Company, LLC for ongoing development of the City's automated permit system.

Attachment B: "Sultan Permit Streamlining" project description by Latimore Company, LLC.

**AGREEMENT FOR SERVICES
BETWEEN THE CITY OF SULTAN AND
The LATIMORE COMPANY LLC**

THIS AGREEMENT, is made this _____ day of, _____ 2010, by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal Corporation, and The Latimore Co. LLC (hereinafter referred to as "Service Provider"), doing business at 11805 Ingraham Road, Snohomish, WA, 98290.

WHEREAS, Service Provider is in the business of providing certain services specified herein; and

WHEREAS, the City desires to contract with Service Provider for the provision of such services for development of computerized permit systems and streamlining of the city's permit process, and Service Provider agrees to contract with the City for same;

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

TERMS

1. **Description of Work.** Service Provider shall perform work as described in Attachment A, Scope of Work, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. Service Provider shall not perform any additional services without the expressed permission of the City.
2. **Payment.**
 - A. The City shall pay Service Provider as set forth in Attachment A, Scope of Work, but not more than a total of sixteen thousand dollars (\$16,000) for the services described in this Agreement. This is the maximum amount to be paid under this Agreement, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed supplemental agreement.
 - B. Service Provider shall submit monthly payment invoices to the City after such services have been performed, and the City shall make payment within four (4) weeks after the submittal of each approved invoice. Such invoice shall detail the hours worked, a description of the tasks performed, and shall separate all charges for clerical work and reimbursable expenses.
 - C. If the City objects to all or any portion of any invoice, it shall so notify Service Provider of the same within five (5) days from the date of receipt and shall pay that portion of the

invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

3. **Relationship of Parties.** The parties intend that an independent contractor - client relationship will be created by this Agreement. As Service Provider is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Service Provider shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Service Provider or his employees, agents, representatives or subcontractors. Service Provider will be solely and entirely responsible for his acts and for the acts of Service Provider's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that Service Provider performs hereunder.
4. **Project Name.** Computerized Permit System Development
5. **Duration of Work.** Service Provider shall complete the work described in Attachment A on or before February 25, 2011.
6. **Termination.**
 - A. Termination Upon the City's Option. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon ten (10) days written notice to the Service Provider.
 - B. Termination for Cause. If Service Provider refuses or fails to complete the tasks described in Attachment A, or to complete such work in a manner unsatisfactory to the City, then the City may, by written notice to Service Provider, give notice of its intention to terminate this Agreement. After such notice, Service Provider shall have ten (10) days to cure, to the satisfaction of the City or its representative. If Service Provider fails to cure to the satisfaction of the City, the City shall send Service Provider a written termination letter which shall be effective upon deposit in the United States mail to Service Provider's address as stated below.
 - C. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Service Provider to the effective date of termination, as described in the final invoice to the City. The City Manager shall make the final determination about what services have been satisfactorily performed.

7. **Nondiscrimination.** In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, Service Provider, its subcontractors or any person acting on behalf of Service Provider shall not, by reason of race, religion, color, sex, marital status, national origin or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.
8. **Indemnification / Hold Harmless.** The Service Provider shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability hereunder shall be only to the extent of the Service Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

9. **Insurance.** The Service Provider 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 Service Provider, their agents, representatives, employees or subcontractors.
 - A. **Minimum Scope of Insurance.** Service Provider shall obtain 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 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The City shall be named as an insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement

GC 20 10 10 01 and GC 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- B. Minimum Amounts of Insurance. Service Provider 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 and \$2,000,000 products-completed operations aggregate limit.
- C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:
1. The Service Provider's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Service Provider's insurance and shall not contribute with it.
 2. The Service Provider's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- E. Verification of Coverage. Service Provider 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 Service Provider before commencement of the work.
- F. Subcontractors. Service Provider shall include each subcontractor as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage shall be subject to all of the same insurance requirements as stated herein for the Service Provider.
10. **Entire Agreement.** The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or

other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

- 11. City's Right of Supervision, Limitation of Work Performed by Service Provider.** Even though Service Provider works as an independent contractor in the performance of his duties under this Agreement, the work must meet the approval of the City and be subject to the City's general right of inspection and supervision to secure the satisfactory completion thereof. In the performance of work under this Agreement, Service Provider shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to Service Provider's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- 12. Work Performed at Service Provider's Risk.** Service Provider shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.
- 13. Ownership of Products and Premises Security.**
 - A. All reports, plans, specifications, data maps, and documents produced by the Service Provider in the performance of services under this Agreement, whether in draft or final form and whether written, computerized, or in other form, shall be the property of the City.
 - B. While working on the City's premises, the Service Provider agrees to observe and support the City's rules and policies relating to maintaining physical security of the City's premises.
 - C. The nature of the Service Provider's services relies on comparisons of permit processes, toolsets, reference material, forms, organizational design and performance data. The City consents to use of information obtained under this effort for this purpose in this and other works.
- 14. Modification.** No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Service Provider.
- 15. Assignment.** Any assignment of this Agreement by Service Provider without the written consent of the City shall be void.
- 16. Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder

shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

17. **Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

18. **Resolution of Disputes, Governing Law.** Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the City Manager, whose decision shall be final. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

CITY OF SULTAN

SERVICE PROVIDER

By: _____
Carolyn Eslick, Mayor

By: _____
Title: _____
Taxpayer ID #: _____

CITY CONTACT

SERVICE PROVIDER CONTACT

City of Sultan
319 Main Street, Suite 200
Sultan, WA 98294
Phone: 360-793-2231
Fax: 360-793-3344

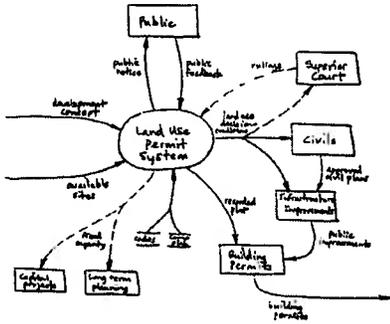
Phone: _____
Fax: _____

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney



The Latimore Company, LLC
 11805 Ingraham Road
 Snohomish Washington 98290
 (360) 805-2999 • (888) 650-2999
 klatimore@thelatimoreco.com
 latimorecompany.com

February 5, 2010

Sultan Permit Streamlining

Thank you for this opportunity to assist the citizens of Sultan by continuing our work together to streamline the City's permit process.

The following tasks expand the scope of the current system, add important features, create new linkages for higher economies of scale through recurring labor savings, and provide mechanisms for lasting benefits in the years to come.

Transition is now underway and continues through the year.

Task 1 – Springbrook Transition

Requested Task Budget \$4,000

Provide onsite support for the team the first day of Springbrook BP module implementation and assist with and coordinate team activities to resolve minor transition issues that arise during the transition to daily use of the system.

- Day One onsite support.
- Assemble a running list of Springbrook transition items to be resolved.
- Coordinate team activities to resolve the running list.
- Reinforce training with one-on-one refresher and real-time training.

Task 2 – Springbrook Technical Support (CD)

Requested Task Budget \$6000

Provide level-of-effort (60 hours) of ongoing technical support for the Springbrook BP module CD cases in 2010. As with all modern permit tracking systems, from time to time team members will have questions about how to accomplish certain tasks with the system, correct an input error, make minor improvements to the system, adjust fees, approval steps or personnel, add or revise

case types, as may be needed for PUD cases once the code is revised, and so on. This task creates this service, as needed and when needed by the team.

- Daily remote assistance to:
 - Answer user questions
 - Coach users through steps
 - Identify system issues
 - Coordinate solutions
- Maintain an ongoing bug and enhancement list.
- Onsite assistance as required.
- Regular system checks.
- Minor BP template enhancements.

Task 3 – Add Public Works Permits

Requested Task Budget \$4,000

Define and incorporate case templates in Springbrook for the Public Works led permits in the BP module. Cases will follow the format of the Community Development cases developed previously with templates, permit types, forms, fees, approvals, and units for the following permits. This includes a training session on the use of these case templates with the Public Works team, including shop personnel.

- Grading
- Right of Way Use
- Water connection
- Side connection
- Stormwater
- Driveway
- Sidewalk

Task 4 – Springbrook Technical Support (PW)

Requested Task Budget \$2,000

Provide level-of-effort (20 hours) of ongoing technical support for the Springbrook BP module PW cases in 2010. As with all modern permit tracking systems, from time to time team members will have questions about how to accomplish certain tasks with the system, correct an input error, make minor improvements to the system, adjust fees, approval steps or personnel, add or revise case types, and so on. This task creates this service, as needed and when needed by the team.

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Task 5 – Semiannual Progress Assessments

Requested Task Budget \$3,500

Two assessments will be conducted in 2010 at the timing decided by the City. Each assessment will evaluate whether the department is continuing to utilize the permit streamlining processes and will offer recommendations for management adjustments as needed. This monitoring and reinforcement of the new process helps to ensure that the gains achieved are lasting and firmly anchored in our team's culture.

- Operations will be assessed and staff will be interviewed in a DR meeting. Approximately half a day will be spent with the team in the office collecting this information. This includes evaluation of data quality in the Springbrook BP module.
- Findings regarding utilization of the permit streamlining processes will be reported in a Monday management team meeting with recommendations and guidance as applicable.

Task 6 – Add Online Status Mechanism

Requested Task Budget \$4,000

Develop a means of posting daily online review status of Springbrook BP cases, similar to that currently produced with the Dashboard^o.

- Develop a method for daily extraction of case status from Springbrook.
- Provide for groupings so applicants can status collections of permit applications that may be in work, and to manage online file size for efficient download performance.
- Coordinate with the City's IT support for posting of this data on the City's web site.

Task 7 – Integrate Springbrook BP/Finance “Back End”

Requested Task Budget \$8,000

Integrate the BP module fee collection process with the finance general ledger process. This reduces the recurring level of effort required of the Finance team to manually map permit revenues to numerous ledger cost accounts on every permit.

- Establish and track a performance measure for the recurring effort needed to allocate BP fees to the general ledger.
- Work with the team to validate the BP fee and GL account (cash and revenue) mapping.
- Refine the BP module fees and permit types accordingly.

Task 8 – Add Latecomers and LID 97-1 to the BP Module

Requested Task Budget \$4,000

Map the LID 97-1 and current latecomer agreements to BP module lots so the team can see in the BP module when reviewing applications for these lots that these fees may apply. This provides a recurring labor savings and faster overall reviews for some applications since we can replace rote routing of plans for Finance review on most applications to only those projects affected by LID 97-1 or latecomer agreements.

- Receive a listing of current latecomer agreements and applicable parcels, along with the same for LID 97-1.
- Annotate the lots in Springbrook where these apply so that the team can see in the application review process the applicability of one or more of these local fees.

Task 9 – Business License Integration with Springbrook

Requested Task Budget \$2,000

Transfer the Dashboard[©]-based business license process into a Springbrook-based process.

Optimize the business license process from receipt of application (currently via an e-mail from the Washington State DOL online licensing system) to team approval (currently culminated via the same DOL system through an online emulator). Incorporation of the business license process into the Dashboard[©] revealed large and recurring inefficiencies that currently consume an inordinate amount of staff time across the team and create long delays for many business license applicants. Optimization will sort out these issues and create an efficient process.

Task 10 – Boost Intake and Issuance Capacity

Requested Task Budget \$1,000

Train the PW administrative secretary how to use the Springbrook BP module, standard procedures, and the address files to serve as an alternate to the permit assistant for intake and issuance of Type I development permits. This doubles our capacity for intake and issuance at the counter and provides redundancy for when the permit assistant is unavailable by retaining the ability to screen incoming applications, a quality-control step that our new process relies upon.

- Team with the permit assistant to train the administrative secretary how to conduct Type I intake and issuance and the associated filing and Springbrook BP module steps.

Budget Summary

The budget for these nine tasks is \$38,500.

Task	Description	Budget
Realize and Preserve Springbrook BP Gains		
1	Springbrook Transition	\$ 4,000
2	Ongoing Technical Support	\$ 6,000
		\$ 10,000
Add New PW Functionality		
3	Add PW Permits to BP	\$ 4,000
4	Ongoing Technical Support	\$ 2,000
		\$ 6,000
Preserve Process Gains		
5	Semiannual Assessments	\$ 3,500
6	Online Status from BP	\$ 4,000
		\$ 7,500
Add New Finance Functionality		
7	BP/Finance "Back End"	\$ 8,000
8	Latecomers/LID in BP	\$ 4,000
		\$ 12,000
Improve Team Capacity		
9	Business Licenses	\$ 2,000
10	Intake/Issue Redundancy	\$ 1,000
		\$ 3,000
Total		\$ 38,500

- The first two tasks lock in and preserve the 2009 Springbrook BP module gains.
- Tasks 3 and 4 add Public Works functionality.
- Tasks 5 and 6 add periodic assessments to ensure that 2009 process improvements are being applied by the team, and add online status capability.
- Tasks 7 and 8 add finance functionality.
- Tasks 9 and 10 streamline a highly labor intensive business licensing process and create redundancy for counter services when the permit assistant is out.

The Latimore Company recommends that Tasks 1-4 be authorized as a package.

Tasks 5-10 may be authorized from the start, or added individually or in combinations as desired by the City for completion in 2010.

Thank you

Thank you for this opportunity to continue our work together to improve the predictability, efficiency and collaboration of the Great City of Sultan permit process.

Regards,

Kurt Latimore, Member
The Latimore Company, LLC