



Peninsula Metropolitan Park District

PO Box 425 – Gig Harbor, WA 98335
253-858-3400 – info@penmetparks.org
www.penmetparks.org

REGULAR MEETING AGENDA

February 16, 2021, 6:00 PM

ATTENTION: Park Board meetings are being held online via Zoom under Governor Inslee's public health proclamations regarding the COVID-19 virus. Members of the public are encouraged to join the study session and/or regular meeting by using the Meeting ID 870 8720 2271 Password: PenMet0216, or call in at +1 253-215-8782 Password: 3210527460. Meeting agendas can be accessed online at PenMetParks.org. Comments submitted via email will be read into the record during the meeting; the deadline to submit comments is 5 pm on February 15, 2021.

Call to Order

Commissioner Roll Call:

	Present	Excused	Comment
Amanda Babich			
Kurt Grimmer			
Maryellen (Missy) Hill			
Steve Nixon			
Laurel Kingsbury			

ITEM 1 Approval of Agenda

ITEM 2 Citizen Comments

Due to current circumstances surrounding the COVID-19 Pandemic, we will be accepting citizen comments via email at admin@penmetparks.org up until 5:00 PM on February 15, 2021. Comments will be read and recorded in the meeting.

ITEM 3 Presentations

3a. Interim Executive Director's Report

3b. [Financial Update](#)

3c. [DeMolay shoreline study update](#)

3d. President's Report

ITEM 4 Consent Agenda

4a. [Approval of Minutes](#)

[02/02/2021 Study Session and Regular Minutes](#)

4b. [Approval of Vouchers](#)

[\\$98,328.82 Reference Number V2021-001 - V2021-010](#)

4c. [Emergency authorization for Chuck West contract](#)

4d. [Emergency authorization for RSG \(Asbestos abatement\) contract](#)

ITEM 5 Unfinished Business



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ITEM 6 New Business

- 6a. [Approval of Nicholson drilling contract Resolution 2021-006](#)
- 6b. [Approval of GeoResources Contract Amendment Resolution R2021-004](#)
- 6c. [Approval of Korsmo Preconstruction Services Contract Resolution R2021-005](#)

ITEM 7 Community Recreation Center Project

- 7a. CRC Update
- 7b. Committee Reports

ITEM 8 Comments by Board

ITEM 9 Next Board Meetings

Tuesday, March 2, 2021 (Study and Regular) Via Zoom or Teleconference Study Session at 5:00 and Regular Meeting at 6:00 pm

Thursday, March 4, 2021 (Special Meeting to receive public comment on the CRC project) via Zoom or Teleconference at 6:00 pm.

ITEM 10 Executive Session: none

ITEM 11 Adjournment

AGENDA POLICY

No comments or discussion will be allowed on consent items.

Citizen Comments: Citizens are afforded an opportunity at each regular and special meeting of the Board of Park Commissioners to offer their comments to the Board. Citizens are limited to a three (3) minute time limit and may only speak once during the Citizen Comment period at each meeting. Comments will be included as part of the official record of the meeting.

Individuals requesting an item to be placed on the agenda must submit a request by 12 noon on the Monday preceding the Tuesday meeting date.

Individuals wishing to submit materials or written testimony to the Board at the meeting must provide ten (10) copies at least 15 minutes prior to the start of the meeting.

***Special Note: Due to current circumstances, we will be accepting citizen comments via email at ssnuffin@penmetparks.org up until 5:00 PM the Monday prior to PenMet Parks Regular Meetings. Comments will be read and recorded in the meeting.**



Peninsula Metropolitan Park District

5717 Wollochet Drive Gig Harbor, WA 98335
 Office: 253-858-3400 Fax: 253-858-3401
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DISTRICT COMMISSION MEMO

To: District Commission

Through: Hunter T. George, Interim Executive Director

From: Elaine Sorensen – Finance & Personnel

Date: February 10, 2021

Subject: **2020 Year End Financial Report**

Background/Analysis

The 2020 fiscal year was a challenging but successful year for PenMet Parks. What follows is a summary of the financial results and explanation of spending variances in the nine District funds and departments.

GENERAL FUND

REVENUE

Tax Revenue – The District has four sources of tax revenue on the 2020 financial statement – Property, Sales, Leasehold, and REET taxes. Property, Sales and REET taxes exceeded the budget and the net increase over budget of the total tax revenues is \$35,505.96.

Investment Interest – Pierce County manages the District’s investments. Unfortunately, the interest rate on the fund has dropped drastically to .0155%. The total interest revenue for 2020 is \$65,801.45 which is 62% of the budget.

Rentals - The District has three different types of rentals. Despite the COVID restrictions staff was able to achieve 90% of the budget through rental of the sports fields. The Madrona Golf Course revenue is based on a percentage of green fees and ended the year at 143% of budget and has continued to increase in revenue for the past several years. Caretaker rental facilities achieved 98% of the budget and in total rental revenue exceeded the budget by \$8,911.28.

Non-Revenue – The “other” revenue category contains miscellaneous refunds, advertising revenue, credit card rebates and a \$2.09 Springbrook rounding adjustment during the migration of data. The total for other revenue is \$9,590.92. The sale of machinery and equipment line item includes proceeds of \$34,868.20 from the sale of truck #101 and the Hallmark trailer. The total revenue for this unbudgeted category is \$44,459.12.

EXPENSES

Legislative – The Legislative budget funds the five-member Board of Commissioners.

There were two variances in this department. In the supply budget a dais/platform was purchased for the Board for \$3,457.28. The election line item includes the 2019 election brochure. This brochure was budgeted in 2019 but the invoice was delivered to the District in January of 2020. The Legislative budget ended the year with an expense savings of \$88,276.32. This was due to the delay of several budgeted professional service expenses including a bond consultant which was re-budgeted in 2021 as the District moves forward with the non-voted bond funding for the CRC.

Debt Service – This expense was moved out of the executive department and is a \$300.00 service charge passed on to the District from Pierce County to manage the 2012 Sehmel bond.

Executive – The Executive budget funds the central services, administrative, legal, and marketing expenses of the District.

The following is an explanation of the major expense variances in this budget. The legal expense for 2020 exceeded budget by \$36,783.50. In minor equipment a special-order chair was requested by the previous Executive Director and purchases were made for summer COVID equipment. The total of these minor equipment purchases was \$1,058.62. The professional services line item for IT support and operating rental line items had a few unbudgeted expenses due to the set-up of the CRC center with internet service and a copier and the cost of Protection One security. The total variance for these two lines items is \$4,389.79. The budgeted variance in the computer hardware line item was the purchase of Surface Pros for staff and board, and the purchase of a Springbrook Dell tower computer for staff using the Springbrook accounting system. The total variance for computer hardware is \$7,366.20. The line item for Comcast internet services was budgeted too low and had a year-end variance of \$12,831.35. Some of this variance was due to internet charges at the CRC.

The Executive budget ended the year with an expense savings of \$97,361.14. These savings are due to the freeze of several expense line items due to COVID 19 potential restrictions on revenue. The major expense savings in this budget occurred in marketing and professional services of cleaning, background checks, a strategic planning and system implementation consultant and a fee study. These expenses were all put on hold in 2020 due to the virus.

Budget & Finance – This budget funds the accounting and human resource functions of the District.

The department had one expense variance of \$150.00 for a Washington Financial Officers membership. Total expense savings for the budget and finance department is \$11,724.93 due to a change of benefits for one staff member, a savings on Springbrook software purchase and cancelled travel for training.

Recreational Services – This budget includes the salary, benefits, and training conferences for the recreation manager.

Total expense savings for this department of \$59,556.10 are due to COVID 19 staff furloughs.

Parks & Grounds – The parks and grounds budget provides funding for all the maintenance for the District’s parks and facilities.

The financial statement and account coding for this department has been expanded with additional BARS coding to provide clear expense analysis and budgeting. My thanks to Aiden Krug for his work to expand the 2020 actual expenses and budget figures into these new BARS codes. Aiden and I have been fine tuning 12 months of data into this new format for over a month now.

As you will see, most line items in Parks & Grounds were under budget for the year. Professional Services was the only maintenance expense category to run over budget in total by \$3,454.74. This was due to unbudgeted expenses for tree removal, fence, and electrical services. The parks and grounds budget has a total savings of \$310,654.51 due to the delay in hiring additional staffing and reduced spending in fuel, rentals, utilities, training, repairs, minor equipment, and supplies.

Capital – The capital department budget currently funds two staff positions responsible for the maintenance and planning of capital projects and facilities for the District. This budget had a total 2020 budgeted savings of \$121,674.80 due to a staff furlough and the postponement of hiring the new parks manager position.

Non-Expenditures – This department contains all interfund transfers, intergovernment payments for fire protection, and our clearing accounts for payroll taxes and benefits.

The overall financial impact of all these departmental savings and additional revenue over budget has resulted in a surplus in the general fund of \$740,041.79. This surplus can be transferred to help with the funding plan of the community recreation center.

DEBT SERVICE FUND

The debt service fund is used to account for the payment of interest and principal of the District’s general obligation debt. Total payment for the Sehmel Homestead Park 2012 bond was \$410,000 for the principle and \$133,000 in interest.

DEBT SERVICE CONTINGENCY FUND

This \$600,000 Board-restricted fund was established on 2/14/2018 to be held as an annual payment of debt service on the Sehmel Homestead Park 2012 bond. This fund provides financial security in case the District was ever subjected to reduced funding because of pro-rationing or other economic factors.

CAPITAL PROJECTS

Three capital projects and two funds are included in the capital projects fund financial statement. The three capital projects for 2020 were the community recreation center, the Sehmel Homestead Park turf lighting, and the Hale Pass renovation.

Revenue for these three 2020 capital projects included a 2020 transfer from the general fund of \$3,443,237, two transfers from the park improvement fund which include \$650,000 to Hale Pass and \$8,033.63 for school district transfer fees on the dog park, a state RCO grant of \$304,529.68 for the turf lighting, a \$20,000 check from Firs Management for the CRC, and a transfer of \$600,000 from the restricted major capital replacement fund for the Sehmel Homestead Park turf replacement in 2021.

A total of \$3,521,839 was budgeted for all capital projects expense during 2020. The actual expense for 2020 was \$1,299,912.08. An excel worksheet is included in this agenda with the Springbrook financials to give detailed revenues and expenses by project for the year 2020.

EQUIPMENT REPLACEMENT FUND

This fund reflects the transfer out of the \$600,000 major capital replacement fund to the capital fund. It also contains revenue for the replacement of major equipment and computers.

The 2020 revenue for this fund was a transfer of \$105,075 from the general fund. Equipment that was replaced during 2020 was two 4WD trucks, a trailer wrap and \$6,531.37 in computers and monitors. At year-end 2020 the balance in this fund is \$398,754. Staff updates a detailed schedule of equipment and the amounts that are being accumulated to replace this equipment when needed.

RECREATION REVOLVING FUND

The recreation staff did a good job this year managing the COVID 19 restrictions. The budget position reflects a deficit of \$17,701.27 for the year. However this amount does not reflect \$13,715.71 of 2020 revenue that the District received in 2021.

The staff was able to bring in 37% of their revenue budget and only expensed 24% of the expense budget.

Basketball in the winter is a major generation of revenue for this fund and the loss of this sport and restrictions in the participation of other sports due to COVID was a huge loss in revenue for this fund. At year-end the recreation revolving fund has a total reserve balance of \$248,255.91.

FIDUCIARY FUND

This restricted fund includes the deposits on the caretakers houses at Narrows Park, Wollochet Estuary and Sunrise Beach and leasehold taxes that the District collects on the caretaker houses and remits to the Department of Revenue.

UNRESTRICTED AND RESTRICTED ENDOWMENT FUNDS

The District has two endowment funds. A restricted endowment fund contains \$144,965.00 and was established with two different donations. In 2007 the fund was established with a check from Great Peninsula Conservancy and another private donation was made to the fund in 2009.

The second endowment fund is unrestricted and was funded with all the facility rentals from 2007 to the beginning of 2012 and the lease payments from Madrona Golf Links from 2009 to 2012. The total of the unrestricted endowment fund is \$276,373.82.

Recommendation

Please review the enclosed Springbrook financial statements and should you have any questions or comments please feel free to contact me at 253.858.3400, ext. 1223 or via e-mail at esorensen@penmetparks.org.

2020 BUDGET POSITION

Item 3b.

Peninsula Metropolitan Park District

Time: 20:25:02 Date: 02/11/2021

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001 General Expense Fund 01/01/2020 To: 12/31/2020

	Amt Budgeted	Revenues	Remaining	
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001 Carryover

308 80 00 001 Unreserved Beginning Balance	2,198,910.12	2,198,910.12	0.00	100.0%
001 Carryover	2,198,910.12	2,198,910.12	0.00	100.0%

002 Revenue

311 10 00 001 Real and Personal Property Tax	6,806,313.00	6,822,456.30	(16,143.30)	100.2%
313 17 00 000 Sales Tax	399,131.00	419,817.58	(20,686.58)	105.2%
317 20 00 000 Leasehold Excise Tax	4,500.00	1,721.93	2,778.07	38.3%
317 30 00 000 REET Excise Tax	0.00	1,454.15	(1,454.15)	0.0%
347 20 00 000 Facility Rental Fee	90,000.00	80,673.37	9,326.63	89.6%
361 11 00 001 Investment Interest	105,500.00	65,801.45	39,698.55	62.4%
362 50 01 000 Long Term Golf Course Lease	45,000.00	64,246.10	(19,246.10)	142.8%
362 60 01 000 Housing Rentals/Leases	54,485.00	53,476.81	1,008.19	98.1%
002 Revenue	7,504,929.00	7,509,647.69	(4,718.69)	100.1%

003 NonRevenue

389 00 00 000 Other General Fund Revenue	0.00	9,590.92	(9,590.92)	0.0%
395 10 64 000 Sale of Machinery & Equipment	0.00	34,868.20	(34,868.20)	0.0%
003 NonRevenue	0.00	44,459.12	(44,459.12)	0.0%

Fund Revenues:	9,703,839.12	9,753,016.93	(49,177.81)	100.5%
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	Amt Budgeted	Expenditures	Remaining	
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010 Legislative

511 10 10 000 Compensation	61,440.00	50,168.00	11,272.00	81.7%
511 10 20 000 Benefits	5,652.00	4,203.66	1,448.34	74.4%
511 10 31 000 Office & Operating Supplies	800.00	3,468.02	(2,668.02)	433.5%
511 10 44 000 Printing and Advertising	375.00	0.00	375.00	0.0%
511 20 41 000 Professional Services	93,000.00	6,750.00	86,250.00	7.3%
511 40 43 000 Travel	5,455.00	0.00	5,455.00	0.0%
511 40 49 000 Memberships & Training	1,818.00	1,700.00	118.00	93.5%
511 50 45 000 Rentals	6,490.00	1,260.00	5,230.00	19.4%
511 70 51 000 Elections	0.00	19,204.00	(19,204.00)	0.0%
010 Legislative	175,030.00	86,753.68	88,276.32	49.6%

020 Debt Service

592 89 00 000 Bond Service Costs	300.00	300.00	0.00	100.0%
020 Debt Service	300.00	300.00	0.00	100.0%

030 Executive

513 10 10 000 Salaries - Exec	130,000.00	124,999.92	5,000.08	96.2%
513 10 11 000 Wages - Regular	135,012.00	125,375.73	9,636.27	92.9%
513 10 20 000 Benefits	110,494.00	103,655.89	6,838.11	93.8%
513 10 44 000 Marketing	2,573.00	2,504.00	69.00	97.3%
513 10 44 001 Supplies	18,400.00	7,091.77	11,308.23	38.5%

2020 BUDGET POSITION

Item 3b.

Peninsula Metropolitan Park District

Time: 20:25:02 Date: 02/11/2021

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001 General Expense Fund 01/01/2020 To: 12/31/2020

Expenditures	Amt Budgeted	Expenditures	Remaining	
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030 Executive

513 10 44 002	Printing	64,700.00	37,337.92	27,362.08	57.7%
513 10 44 003	Professional Services	26,506.00	19,906.00	6,600.00	75.1%
513 10 45 000	Office Lease	109,824.00	101,504.18	8,319.82	92.4%
513 10 49 000	Dues & Training	8,695.00	4,307.28	4,387.72	49.5%
513 20 41 000	Executive-Professional Services	174,725.00	133,939.28	40,785.72	76.7%
513 40 43 000	Executive - Travel	21,700.00	5,855.38	15,844.62	27.0%
515 20 41 000	Legal - Professional Services	30,000.00	66,783.50	(36,783.50)	222.6%
576 10 31 000	Office and Operating Supplies	7,000.00	5,850.60	1,149.40	83.6%
576 10 35 000	Minor Equipment	0.00	1,058.62	(1,058.62)	0.0%
576 10 41 000	Professional Services - Computers	28,500.00	30,698.12	(2,198.12)	107.7%
576 10 43 000	Administration - Travel	500.00	0.00	500.00	0.0%
576 10 45 000	Operating Rentals and Leases	5,460.00	7,651.67	(2,191.67)	140.1%
576 10 46 000	Insurance - General Liability	78,988.00	76,822.00	2,166.00	97.3%
576 10 49 000	Miscellaneous / Events	1,500.00	603.00	897.00	40.2%
576 20 31 000	Postage	1,300.00	1,123.40	176.60	86.4%
576 20 36 001	Computer Hardware	5,000.00	12,366.20	(7,366.20)	247.3%
576 20 36 002	Computer Software	11,000.00	6,331.30	4,668.70	57.6%
576 20 41 001	Telephone	29,634.00	24,272.78	5,361.22	81.9%
576 20 41 002	Internet	9,000.00	21,831.35	(12,831.35)	242.6%
576 89 53 000	Sales Tax	5,000.00	1,203.35	3,796.65	24.1%
589 30 53 000	Leasehold Excise Taxes	10,000.00	5,076.62	4,923.38	50.8%
030 Executive		1,025,511.00	928,149.86	97,361.14	90.5%

040 Budget & Finance

514 10 11 000	Wages - Regular	147,991.00	145,587.03	2,403.97	98.4%
514 10 20 000	Personnel Benefits	57,094.00	52,088.82	5,005.18	91.2%
514 10 31 000	Supplies	1,140.00	0.00	1,140.00	0.0%
514 20 00 000	Financial Services	600.00	600.00	0.00	100.0%
514 23 36 000	Computers - Finance	10,000.00	8,046.81	1,953.19	80.5%
514 23 41 000	Professional Services	27,860.00	27,603.22	256.78	99.1%
514 23 49 000	Bank Charges	600.00	464.19	135.81	77.4%
514 40 43 000	Travel	980.00	0.00	980.00	0.0%
514 40 49 000	Memberships & Training	0.00	150.00	(150.00)	0.0%
040 Budget & Finance		246,265.00	234,540.07	11,724.93	95.2%

050 Recreational Services

571 10 11 000	Wages - Administration	125,737.00	86,843.61	38,893.39	69.1%
571 10 20 000	Benefits - Administration	59,625.00	43,395.89	16,229.11	72.8%
571 10 43 000	Conferences	5,340.00	906.40	4,433.60	17.0%
050 Recreational Services		190,702.00	131,145.90	59,556.10	68.8%

060 Parks & Grounds

576 85 11 000	Wages - Regular	589,056.00	445,963.80	143,092.20	75.7%
576 85 20 000	Benefits	267,964.00	195,545.95	72,418.05	73.0%
576 85 31 000	Operating Supplies	0.00	2,638.95	(2,638.95)	0.0%
576 85 31 001	Toilet Paper/Paper Towels	5,230.00	1,170.00	4,060.00	22.4%
576 85 31 002	Soap/Cleaning Products	2,615.00	2,170.38	444.62	83.0%
576 85 31 003	Signs	5,000.00	9,509.95	(4,509.95)	19.2%

2020 BUDGET POSITION

Item 3b.

Peninsula Metropolitan Park District

Time: 20:25:02 Date: 02/11/2021

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001 General Expense Fund

01/01/2020 To: 12/31/2020

Expenditures	Amt Budgeted	Expenditures	Remaining	
060 Parks & Grounds				
576 85 31 004	Garbage Bags	4,325.00	1,200.00	3,125.00 27.7%
576 85 31 005	Dog Bags	18,762.00	7,000.00	11,762.00 37.3%
576 85 31 006	Fertilizer	9,000.00	0.00	9,000.00 0.0%
576 85 31 007	COVID/Medical	4,230.00	4,741.73	(511.73) 112.1%
576 85 31 008	Plumbing/Heating	5,000.00	2,317.76	2,682.24 46.4%
576 85 31 009	Pesticide	1,000.00	2,065.65	(1,065.65) 206.6%
576 85 31 010	Rubber	3,000.00	0.00	3,000.00 0.0%
576 85 31 011	Sand/Seed	8,200.00	2,923.30	5,276.70 35.7%
576 85 31 012	Paint	10,000.00	5,484.64	4,515.36 54.8%
576 85 31 013	Infield Mix	1,000.00	1,980.23	(980.23) 198.0%
576 85 31 014	Bark	1,550.00	1,461.25	88.75 94.3%
576 85 31 015	Hardware/Fasteners	3,100.00	4,040.40	(940.40) 130.3%
576 85 31 016	Lights	5,000.00	1,642.98	3,357.02 32.9%
576 85 31 017	Gravel	1,550.00	3,065.98	(1,515.98) 197.8%
576 85 31 018	Uniforms	5,000.00	6,689.83	(1,689.83) 133.8%
576 85 31 019	Vehicle/Trailer	7,000.00	5,487.60	1,512.40 78.4%
576 85 31 020	Supply Oil	600.00	0.00	600.00 0.0%
576 85 32 000	Fuel	0.00	133.65	(133.65) 0.0%
576 85 32 001	Diesel	8,000.00	3,249.78	4,750.22 40.6%
576 85 32 002	Fuel Oil	500.00	0.00	500.00 0.0%
576 85 32 003	Gasoline	9,000.00	8,581.40	418.60 95.3%
576 85 32 004	Propane	500.00	0.00	500.00 0.0%
576 85 35 000	Small Tools & Minor Equipment	39,401.00	24,305.03	15,095.97 61.7%
576 85 40 000	Extraordinary Park Repairs	700.00	0.00	700.00 0.0%
576 85 41 000	Professional Services	0.00	22,162.62	(22,162.62) 0.0%
576 85 41 001	Fire Alarm Inspection	3,500.00	9,356.19	(5,856.19) 267.3%
576 85 41 002	Septic Inspection	8,000.00	3,267.77	4,732.23 40.8%
576 85 41 003	Backflow Assembly	700.00	544.29	155.71 77.8%
576 85 41 004	Septic Tank Pumping	11,000.00	3,308.60	7,691.40 30.1%
576 85 41 005	Asphalt Repair	6,300.00	0.00	6,300.00 0.0%
576 85 41 006	Plumbing	0.00	1,727.73	(1,727.73) 0.0%
576 85 41 007	Auto Services	8,000.00	0.00	8,000.00 0.0%
576 85 41 008	Locks & Deadbolts	0.00	3,134.54	(3,134.54) 0.0%
576 85 41 010	Sani Cans	20,700.00	10,860.00	9,840.00 52.5%
576 85 41 011	Security	8,500.00	15,793.00	(7,293.00) 185.8%
576 85 43 001	Bridge Tolls	1,200.00	332.00	868.00 27.7%
576 85 43 002	Meals	500.00	0.00	500.00 0.0%
576 85 43 003	Mileage Reimbursement	500.00	0.00	500.00 0.0%
576 85 45 001	Scissor Lift	1,700.00	0.00	1,700.00 0.0%
576 85 45 002	Boom	2,000.00	1,925.70	74.30 96.3%
576 85 45 003	Demo Hammer	150.00	66.31	83.69 44.2%
576 85 45 004	Excavators	2,000.00	0.00	2,000.00 0.0%
576 85 45 006	Copier	1,100.00	897.78	202.22 81.6%
576 85 45 007	Septic Excavation	1,400.00	1,382.70	17.30 98.8%
576 85 45 009	Cleaning	650.00	0.00	650.00 0.0%
576 85 46 000	Surface Water/Noxious Weed Tax	3,500.00	3,496.96	3.04 99.9%
576 85 47 001	Electric	32,830.00	35,256.33	(2,426.33) 107.4%
576 85 47 002	Water	9,500.00	12,614.19	(3,114.19) 132.8%
576 85 47 004	Garbage	21,000.00	16,347.74	4,652.26 77.8%
576 85 47 005	Trash - Dump Runs	6,200.00	275.71	5,924.29 4.4%
576 85 47 006	Natural Gas	3,500.00	3,894.12	(394.12) 111.3%
576 85 48 001	Buildings	5,000.00	0.00	5,000.00 0.0%

2020 BUDGET POSITION

Item 3b.

Peninsula Metropolitan Park District

Time: 20:25:02 Date: 02/11/2021

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001 General Expense Fund 01/01/2020 To: 12/31/2020

Expenditures	Amt Budgeted	Expenditures	Remaining	
060 Parks & Grounds				
576 85 48 002 Equipment	20,000.00	4,474.87	15,525.13	22.4%
576 85 48 003 Vandalism	2,000.00	3,224.35	(1,224.35)	161.2%
576 85 48 006 Structures	3,000.00	546.34	2,453.66	18.2%
576 85 49 000 Memberships & Training	9,400.00	1,198.41	8,201.59	12.7%
060 Parks & Grounds	1,210,113.00	899,458.49	310,654.51	74.3%
070 Capital				
576 80 10 000 Wages - Regular	249,584.00	188,194.25	61,389.75	75.4%
576 80 20 000 Benefits	103,798.00	67,220.75	36,577.25	64.8%
576 80 31 000 Supplies	5,000.00	1,509.90	3,490.10	30.2%
576 80 35 000 Small Equipment	1,600.00	0.00	1,600.00	0.0%
576 80 43 000 Travel	2,750.00	599.30	2,150.70	21.8%
576 80 45 000 Facility Rentals	15,000.00	0.00	15,000.00	0.0%
576 80 49 000 Memberships & Training	2,217.00	750.00	1,467.00	33.8%
070 Capital	379,949.00	258,274.20	121,674.80	68.0%
090 NonExpenditures				
589 99 00 000 Payroll Clearing	0.00	(5,112.48)	5,112.48	0.0%
589 99 00 001 Misc. Tax Clearing	0.00	0.00	0.00	0.0%
597 20 55 001 Transfer Out to Recreation Fund	180,500.00	180,900.00	(400.00)	100.2%
597 76 64 001 Transfer Out to Capital Equipment Fund	105,075.00	105,075.00	0.00	100.0%
597 76 65 001 Transfer Out to Capital Project Fund	3,443,237.00	3,443,237.00	0.00	100.0%
597 76 71 001 Transfer Out to Debt Service Fund	543,000.00	543,000.00	0.00	100.0%
598 22 52 000 Intergovt Pmt - Fire Protect	5,247.00	8,343.30	(3,096.30)	159.0%
090 NonExpenditures	4,277,059.00	4,275,442.82	1,616.18	100.0%
Fund Expenditures:	7,504,929.00	6,814,065.02	690,863.98	90.8%
Fund Excess/(Deficit):	2,198,910.12	2,938,951.91		

2020 BUDGET POSITION

Item 3b.

Peninsula Metropolitan Park District

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201 Debt Service Fund 01/01/2020 To: 12/31/2020

	Amt Budgeted	Revenues	Remaining	
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001 Carryover

001 Carryover	0.00	0.00	0.00	0.0%
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003 NonRevenue

397 76 71 201 Transfer In from General Fund	543,000.00	543,000.00	0.00	100.0%
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003 NonRevenue	543,000.00	543,000.00	0.00	100.0%
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Fund Revenues:	543,000.00	543,000.00	0.00	100.0%
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	Amt Budgeted	Expenditures	Remaining	
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020 Debt Service

591 71 00 201 G.O. Bond Principle Payment	410,000.00	410,000.00	0.00	100.0%
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592 83 00 201 Interest Long Term G.O. Bonds	133,000.00	133,000.00	0.00	100.0%
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020 Debt Service	543,000.00	543,000.00	0.00	100.0%
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Fund Expenditures:	543,000.00	543,000.00	0.00	100.0%
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Fund Excess/(Deficit):	0.00	0.00		
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2020 BUDGET POSITION

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Peninsula Metropolitan Park District

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202 Debt Contingency Fund 01/01/2020 To: 12/31/2020

	Amt Budgeted	Revenues	Remaining
001 Carryover			
308 10 00 202 Reserved Beginning Balance	600,000.00	600,000.00	0.00 100.0%
001 Carryover	600,000.00	600,000.00	0.00 100.0%
Fund Revenues:	600,000.00	600,000.00	0.00 100.0%
Fund Excess/(Deficit):	600,000.00	600,000.00	

2020 BUDGET POSITION

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300 Capital Projects 01/01/2020 To: 12/31/2020

	Amt Budgeted	Revenues	Remaining	
001 Carryover				
308 80 00 300 Unreserved Beginning Balance	7,885,718.00	7,885,718.00	0.00	100.0%
001 Carryover	7,885,718.00	7,885,718.00	0.00	100.0%

300 Capital Projects

334 02 71 300 State Grant RCO	0.00	304,529.68	(304,529.68)	0.0%
389 00 00 300 Other Capital Revenue	0.00	20,000.00	(20,000.00)	0.0%
397 76 64 300 Transfer from Equipment Replacement Reserves	0.00	600,000.00	(600,000.00)	0.0%
397 76 65 300 Transfer In from General Fund	3,443,237.00	4,101,270.63	(658,033.63)	119.1%
300 Capital Projects	3,443,237.00	5,025,800.31	(1,582,563.31)	146.0%

Fund Revenues:	11,328,955.00	12,911,518.31	(1,582,563.31)	114.0%
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Expenditures	Amt Budgeted	Expenditures	Remaining	
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090 NonExpenditures

597 76 55 300 Transfer Out from Park Improvement Fund	0.00	658,033.63	(658,033.63)	0.0%
090 NonExpenditures	0.00	658,033.63	(658,033.63)	0.0%

300 Capital Projects

594 76 31 300 Capital Exp. - Supplies	0.00	303.74	(303.74)	0.0%
594 76 36 300 Capital Exp. - Computers	1,500.00	1,402.70	97.30	93.5%
594 76 41 300 Capital Exp. - Prof Services	2,846,000.00	730,082.39	2,115,917.61	25.7%
594 76 44 300 Capital Exp. - Printing	0.00	210.00	(210.00)	0.0%
594 76 61 300 Capital Exp. - Land & Land Imp.	0.00	12,475.97	(12,475.97)	0.0%
594 76 62 300 Capital Exp - Structures	646,839.00	396,676.24	250,162.76	61.3%
594 76 63 300 Cap Exp -Fields/Bridges/Signs	27,500.00	18,435.56	9,064.44	67.0%
594 76 65 300 Capital Exp.- Construction	0.00	140,325.48	(140,325.48)	0.0%
300 Capital Projects	3,521,839.00	1,299,912.08	2,221,926.92	36.9%

Fund Expenditures:	3,521,839.00	1,957,945.71	1,563,893.29	55.6%
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Fund Excess/(Deficit):	7,807,116.00	10,953,572.60		
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2020 BUDGET POSITION

Item 3b.

Peninsula Metropolitan Park District

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365 Equipment Replacement Fund 01/01/2020 To: 12/31/2020

	Amt Budgeted	Revenues	Remaining	
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001 Carryover

308 10 00 365 Reserved Beginning Balance	0.00	600,000.00	(600,000.00)	0.0%
308 80 00 365 Unreserved Beginning Balance	373,678.00	373,678.00	0.00	100.0%
001 Carryover	373,678.00	973,678.00	(600,000.00)	260.6%

003 NonRevenue

397 76 64 365 Transfer In from General Fund	105,075.00	105,075.00	0.00	100.0%
003 NonRevenue	105,075.00	105,075.00	0.00	100.0%

Fund Revenues:	478,753.00	1,078,753.00	(600,000.00)	225.3%
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	Amt Budgeted	Expenditures	Remaining	
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090 NonExpenditures

597 76 64 365 Transfer Out to Capital Fund Reserves	0.00	600,000.00	(600,000.00)	0.0%
090 NonExpenditures	0.00	600,000.00	(600,000.00)	0.0%

300 Capital Projects

594 76 35 300 Capital Exp. - Equipment	138,720.00	73,467.63	65,252.37	53.0%
594 76 36 365 Capital Exp. - Replacement Computers	31,416.00	6,531.37	24,884.63	20.8%
300 Capital Projects	170,136.00	79,999.00	90,137.00	47.0%

Fund Expenditures:	170,136.00	679,999.00	(509,863.00)	399.7%
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Fund Excess/(Deficit):	308,617.00	398,754.00		
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2020 BUDGET POSITION

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Peninsula Metropolitan Park District

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550 Recreation Fund 01/01/2020 To: 12/31/2020

	Amt Budgeted	Revenues	Remaining	
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001 Carryover

308 80 00 550 Unreserved Beginning Balance	265,456.88	265,456.88	0.00	100.0%
001 Carryover	265,456.88	265,456.88	0.00	100.0%

002 Revenue

347 60 00 550 Recreation Program Fees	422,173.00	270,533.63	151,639.37	64.1%
347 90 00 550 Other Fees and Charges	13,250.00	(289.45)	13,539.45	2.2%
367 00 00 550 Donations	7,500.00	4,270.00	3,230.00	56.9%
369 90 00 550 Other Recreation Revenue	0.00	2,644.97	(2,644.97)	0.0%
002 Revenue	442,923.00	277,159.15	165,763.85	62.6%

003 NonRevenue

397 20 55 550 Transfer In from General Fund	180,500.00	180,900.00	(400.00)	100.2%
003 NonRevenue	180,500.00	180,900.00	(400.00)	100.2%

Fund Revenues:	888,879.88	723,516.03	165,363.85	81.4%
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	Amt Budgeted	Expenditures	Remaining	
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550 Recreation Revolving

571 20 11 550 Wages - Recreation Program	232,560.00	180,124.92	52,435.08	77.5%
571 20 20 550 Benefits - Recreation Program	85,942.00	64,693.72	21,248.28	75.3%
571 20 31 550 Office & Operating Supplies	48,850.00	37,095.41	11,754.59	75.9%
571 20 35 550 Minor Equipment	1,000.00	1,490.21	(490.21)	149.0%
571 20 41 550 Sports & Professional Fees	182,581.00	140,552.31	42,028.69	77.0%
571 20 43 550 Travel	1,200.00	1,080.31	119.69	90.0%
571 20 44 550 Printing & Advertising	500.00	0.00	500.00	0.0%
571 20 45 550 Rentals	22,418.00	16,554.00	5,864.00	73.8%
571 20 47 550 Utilities	0.00	610.00	(610.00)	0.0%
571 20 49 550 Memberships & Training	0.00	(38.00)	38.00	0.0%
571 20 53 550 Sales & Use Taxes	6,018.00	5,045.28	972.72	83.8%
571 40 49 550 Special Events	41,853.70	28,051.96	13,801.74	67.0%
550 Recreation Revolving	622,922.70	475,260.12	147,662.58	76.3%

Fund Expenditures:	622,922.70	475,260.12	147,662.58	76.3%
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Fund Excess/(Deficit):	265,957.18	248,255.91		
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2020 BUDGET POSITION

Item 3b.

Peninsula Metropolitan Park District

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630 Fiduciary Fund 01/01/2020 To: 12/31/2020

	Amt Budgeted	Revenues	Remaining	
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001 Carryover

388 10 00 630 Prior Period Adjustment	0.00	3,000.00	(3,000.00)	0.0%
001 Carryover	0.00	3,000.00	(3,000.00)	0.0%

002 Revenue

389 40 00 630 Deposits Received	0.00	500.00	(500.00)	0.0%
002 Revenue	0.00	500.00	(500.00)	0.0%

Fund Revenues:	0.00	3,500.00	(3,500.00)	0.0%
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	Amt Budgeted	Expenditures	Remaining	
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090 NonExpenditures

589 30 53 630 Leasehold Excise Taxes for State	0.00	(5,641.72)	5,641.72	0.0%
090 NonExpenditures	0.00	(5,641.72)	5,641.72	0.0%

Fund Expenditures:	0.00	(5,641.72)	5,641.72	0.0%
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Fund Excess/(Deficit):	0.00	9,141.72		
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2020 BUDGET POSITION

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Peninsula Metropolitan Park District

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701 Unrestricted Endowment Fund 01/01/2020 To: 12/31/2020

	Amt Budgeted	Revenues	Remaining	
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001 Carryover

308 80 00 701 Unreserved Beginning Balance	273,842.00	273,842.00	0.00	100.0%
001 Carryover	273,842.00	273,842.00	0.00	100.0%

002 Revenue

361 11 00 701 Interest Revenue	10,000.00	2,664.86	7,335.14	26.6%
002 Revenue	10,000.00	2,664.86	7,335.14	26.6%

003 NonRevenue

389 00 00 701 Other Endowment Revenue	0.00	0.22	(0.22)	0.0%
003 NonRevenue	0.00	0.22	(0.22)	0.0%

Fund Revenues:	283,842.00	276,507.08	7,334.92	97.4%
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	Amt Budgeted	Expenditures	Remaining	
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080 Endowment

514 25 00 000 Investment Fees - Endowment	475.00	133.26	341.74	28.1%
080 Endowment	475.00	133.26	341.74	28.1%

Fund Expenditures:	475.00	133.26	341.74	28.1%
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Fund Excess/(Deficit):	283,367.00	276,373.82		
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2020 BUDGET POSITION

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Peninsula Metropolitan Park District

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750 Restricted Endowment Fund 01/01/2020 To: 12/31/2020

	Amt Budgeted	Revenues	Remaining	
001 Carryover				
308 10 00 750 Reserved Beginning Balance	144,965.00	144,965.00	0.00	100.0%
001 Carryover	144,965.00	144,965.00	0.00	100.0%
002 Revenue				
002 Revenue	0.00	0.00	0.00	0.0%
Fund Revenues:	144,965.00	144,965.00	0.00	100.0%
Fund Excess/(Deficit):	144,965.00	144,965.00		

2020 BUDGET POSITION TOTALS

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Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
001 General Expense Fund	9,703,839.12	9,753,016.93	100.5%	7,504,929.00	6,814,065.02	91%
201 Debt Service Fund	543,000.00	543,000.00	100.0%	543,000.00	543,000.00	100%
202 Debt Contingency Fund	600,000.00	600,000.00	100.0%	0.00	0.00	0%
300 Capital Projects	11,328,955.00	12,911,518.31	114.0%	3,521,839.00	1,957,945.71	56%
365 Equipment Replacement Fund	478,753.00	1,078,753.00	225.3%	170,136.00	679,999.00	400%
550 Recreation Fund	888,879.88	723,516.03	81.4%	622,922.70	475,260.12	76%
630 Fiduciary Fund	0.00	3,500.00	0.0%	0.00	-5,641.72	0%
701 Unrestricted Endowment Fund	283,842.00	276,507.08	97.4%	475.00	133.26	28%
750 Restricted Endowment Fund	144,965.00	144,965.00	100.0%	0.00	0.00	0%
	23,972,234.00	26,034,776.35	108.6%	12,363,301.70	10,464,761.39	84.6%



Project	Year Started	CIP Fund 1/1/2020	2020 Capital Projects			Balance CIP 12/31/2020	Notes
			2020 Budgeted Transfers In	Land Sale Donations, Fund Transfers, Other Income	Capital Fund Expenses		
Park Improvement Program	2006	\$6,815,636.46	\$126,594.14	-\$658,033.63	\$0.00	\$6,284,196.97	Transfer to complete the school district property transfer & R2020-018 Hale Pass Transfer
Peninsula Enhancement Grant Program (PEG)	2007	\$22,762.96	\$2,237.04	\$0.00	\$16,197.21	\$8,802.79	Scout Reimbursement; Zumar Signs; Voyager PTA
Community Recreation Center - Planning & Construction	2017	\$410,085.62	\$2,700,000.00	\$20,000.00	\$335,251.98	\$2,794,833.64	Snodgrass Freeman Associates; Star Tree Service; Daily Journal of Commerce; Halsan EF&P; Asbestos NW; Parametrix; Perkins Coie; BLRB; Geo Resources; The Briggs Group; Custom Prints; Absher; Roberts Johns; Hemleys Septic
Community Recreation Center - Acquisition & Feasibility	2020	\$0.00	\$0.00	\$0.00	\$275,090.33	-\$275,090.33	Transfer of 2018 & 2019 expense from planning & construction fund to acquisition and feasibility fund.
Lighting Project - Sehmel Homestead Park	2019	\$473,841.13	\$95,000.00	\$304,529.68	\$461,651.08	\$411,719.73	KCDA Payment; MB Electric; Cross Engineers
Turf - Sehmel Homestead Park	2020	\$0.00	\$0.00	\$600,000.00	\$0.00	\$600,000.00	Transfer Resolution R2020-023
Service Options - M&O Contingency	2014	\$30,594.02	\$19,405.98	\$0.00	\$24,114.05	\$25,885.95	Star Tree Removal; Cushman Trail Pedestals; Sunrise Beach Bathroom; Plumbing Supplies; Municode; KGHP; Valley Sign
Hale Pass - Renovation	2018	\$31,892.65	\$500,000.00	\$650,000.00	\$179,573.80	\$1,002,318.85	Driftmier Architects; Chuck West Construction; KCDA
Dog Park - Rotary Bark Park	2019	\$0.00	\$0.00	\$8,033.63	\$8,033.63	\$0.00	School District Transfer Fees
Building Fund - Acquisition Reserve	2015	\$100,905.00	\$0.00	\$0.00	\$0.00	\$100,905.00	
Total Capital Funds		\$7,885,717.84	\$3,443,237.16	\$924,529.68	\$1,299,912.08	\$10,953,572.60	

The actual cash for these 2020 capital fund transfers will come in during the months of April and October.



Peninsula Metropolitan Park District

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DISTRICT COMMISSION MEMO

To: District Commission

Through: Hunter T. George, Interim Executive Director

From: Eric Guenther, Planning & Special Projects Manager

Date: February 16, 2021

Subject: **Pierce Conservation District Study at DeMolay**

Background

Acquisition and Parcel Information

PenMet acquired the DeMolay property for \$2 million in 2010-11, half-funded by an RCO WWRP Water Access Grant. The property was rezoned to Park & Recreation in 2011. The address was 55 Bella Bella Dr when PenMet purchased the property, but the Pierce County Cartographer changed it to 53 to be consistent with adjacent addresses.

The Board of Commissioners named the property the Tacoma DeMolay Sandspit Nature Preserve in 2011. The “Tacoma DeMolay” portion of the name is required by the covenants attached to the purchase and sale agreement. The “Nature Preserve” portion was included to foster the conservation desires for the property. The property is referred to as DeMolay, the Sandspit, Fox Island Sandspit, and Bella Bella Beach, among others.

The property is currently composed of two parcels: the sandspit and the upland. The house parcel and larger upland parcel were combined in 2016 for permitting purposes. The property has yet to undergo a formal permitting process to identify it as a “park.”

Property Characteristics

The sandspit is all natural. The upland portion includes (moving up from the beach) an old home site, a block restroom and storage building, an upland parking area, and an upland forest area. There is a paved driveway down to the house and picnic area. A trail system links the upper parking to the block-building area and then on down to the western beach. There is a concrete bulkhead on the northwest shoreline that is a mix of broken, intact, and eroded from behind.

The preserve encompasses over 2,000 feet of marine shoreline, approximately 600 feet of which is armored. Beach restoration is identified as a priority nearshore project by the West Sound Lead Entity to benefit juvenile Puget Sound Chinook and forage fish.

Pierce Conservation District Study

In 2020, Pierce Conservation District (PCD) advised PenMet of its interest in securing a grant to study failing bulkheads and shoreline preservation options at DeMolay. PenMet staff advised the Board in July 2020 that the Park District would provide information to support PCD’s grant application, and then would support the public process related to the study.

PCD successfully secured funding from the Pierce County Flood Control Zone District for a study. The goal is to assess options and develop a preferred conceptual design to address the derelict bulkhead and

debris while benefiting public shoreline access and habitat functions of the Preserve. There are no state or local mandates to remove bulkheads or bulkhead debris. PCD will seek funds in the future to complete design and construction.

PCD released a Request for Qualifications (RFQ) in December 2020 to select a consultant team to complete the feasibility study and alternatives analysis. The four submissions were evaluated by a committee of two PCD staff and one PenMet Parks staff using criteria published in the RFQ. References were contacted for the top two scoring firms. The highest scoring firm, Blue Coast Engineering, was selected.

The Scope of Work prepared by Blue Coast includes technical studies, conceptual design development, refinement of concepts, and ranking of concepts to select a preferred alternative using an iterative approach between our team, project sponsors, project stakeholders and an engaged public.

Scope of Work Tasks:

1. Project management and meetings
2. Physical and biological studies
3. Existing conditions and site constraints
4. Conceptual design of restoration and public elements
5. Public Meetings
6. Cultural Resource Review
7. Feasibility Study Report

Proposed Project Schedule

Phase 1: Feasibility Study & Alternatives Analysis – Begin Spring 2021

- *Feasibility Study* will identify potential project constraints and explore feasibility of removing some or all sections of the bulkhead/debris and enhancing public beach access. Includes initial cultural resource review.
- *Alternatives Analysis* will produce 3-4 conceptual designs for accommodating bulkhead removal, beach access enhancement, and other important recreational uses at the Preserve.
- Public meetings (advertised as PMPD Special Meetings) and review by the PenMet Parks Board of Commissioners during 2021 will aim to select a preferred conceptual design from the 3-4 alternatives.
- This phase will exhaust PCD's current grant.

Phase 2: Preliminary Design – Could begin in 2022 if PCD secures funding

- *Preliminary Design* will be up to 60% complete design, or whatever is necessary to be permit-ready. Permit application materials will be prepared.

Phase 3: Final Design & Construction – Could begin in 2023 if PCD secures funding

- *Final Design* will include securing permits and 100% engineering designs.
- This phase will include outreach products such as a project video and on-site interpretive signage.

Budget

PenMet is not obligated to commit any funds. The feasibility study budget is \$50,000 and it is covered by a funding contract between the Pierce County Flood Control Zone District and PCD. PCD intends to pursue grant funding for future phases of the project.

Should you have any questions or comments please contact me at the earliest opportunity should additional research be required to provide answers at the meeting: 253-313-5086 or via e-mail at EGuenther@PenMetParks.org.



Peninsula Metropolitan Park District

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 253-858-3400 – info@penmetparks.org
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STUDY SESSION MINUTES

February 02, 2021, 5:00 PM

ATTENTION: Park Board meetings are being held online via Zoom under Governor Inslee's public health proclamations regarding the COVID-19 virus. Members of the public are encouraged to join the study session and/or regular meeting by using the Meeting ID 836 0628 2593 Password: PenMet0202 or call in at +1 253-215-8782 Password: 5550749254. Meeting agendas can be accessed online at PenMetParks.org. Comments submitted via email will be read into the record during the meeting; the deadline to submit comments is 5 pm on February 1, 2021.

Call to Order: President Babich called the meeting to order at 5:00 pm

Commissioners Present:

Maryellen (Missy) Hill
 Kurt Grimmer
 Amanda Babich
 Laurel Kingsbury
 Steve Nixon

Staff:

Hunter George
 Elaine Sorensen
 Aiden Krug
 Chuck Cuzzetto
 Eric Guenther

Outside Staff:

Ally Bujacich
 Jim Nelson

ITEM 1 Approval of Agenda

Commissioner Grimmer made a motion to approve the agenda, seconded by Commissioner Nixon. The agenda was approved with a 5-0 vote.

ITEM 2 Board Discussion

2a. Community Recreation Center Bond Discussion

D.A. Davidson Bond Consultant Jim Nelson gave a presentation on several payment options regarding a \$16 million non-voted bond to help pay for the construction of the Community Recreation Center. Construction Project Manager Ally Bujacich presented the Board with an updated cash flow analysis and walked the Board through several bond payment scenarios. The Commission instructed Nelson to contact the Bond Attorney to start the preparation process. Commissioner Kingsbury asked for a memo explaining why staff recommends a target bond payment amount of \$800,000. Interim Executive Director Hunter George asked Jim Nelson to attend the next Board Meeting on February 16th, 2021 to present the updated bond figures.

ITEM 3 Adjournment President Babich adjourned the meeting at 6:05 pm



Peninsula Metropolitan Park District

PO Box 425 – Gig Harbor, WA 98335
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www.penmetparks.org

APPROVED BY THE BOARD ON: _____

President: _____

Clerk: _____

Submitted by: Aiden Krug



Peninsula Metropolitan Park District

PO Box 425 – Gig Harbor, WA 98335
 253-858-3400 – info@penmetparks.org
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REGULAR MEETING MINUTES

February 02, 2021, **6:00 PM**

ATTENTION: Park Board meetings are being held online via Zoom under Governor Inslee's public health proclamations regarding the COVID-19 virus. Members of the public are encouraged to join the study session and/or regular meeting by using the Meeting ID 836 0628 2593 Password: PenMet0202 or call in at +1 253-215-8782 Password: 5550749254. Meeting agendas can be accessed online at PenMetParks.org. Comments submitted via email will be read into the record during the meeting; the deadline to submit comments is 5 pm on February 1, 2021.

Call to Order: President Babich called the meeting to order at 6:05 pm

Commissioners Present:

Maryellen (Missy) Hill
 Kurt Grimmer
 Amanda Babich
 Laurel Kingsbury
 Steve Nixon

Staff:

Hunter George
 Elaine Sorensen
 Aiden Krug
 Chuck Cuzzetto
 Eric Guenther

Outside Staff:

Ally Bujacich/Absher
 Carly Persky/ Bloodworks Northwest

ITEM 1 Approval of Agenda

Commissioner Grimmer made a motion to approve the agenda, seconded by Commissioner Nixon. The agenda was approved with a 5-0 vote.

ITEM 2 Citizen Comments: None

ITEM 3 Presentations

3a. Interim Executive Director's Report

Interim Executive Director Hunter George updated the Commission on the damages/repairs at Hale Pass due to the broken water pipe. Staff has obtained quotes for the Hale Pass well project for approximately \$30,000. President Babich requested George to come to the Board with an additional report when damage estimates are finalized to see the overall cost that the flooding had on the Hale Pass renovation project. George reported to the Commission that a staff member has submitted his resignation to the District to pursue a different career. George stated he is working with Interim Recreation Manager, Matthew Kerns to post the position as soon as possible since it oversees sports programming, which is gearing up for a winter season. Commissioner Hill asked George how the new COVID-19 guidelines impact the District. George briefed the Board that the transition will allow for games to be played compared to the previous phase, and he said he would send additional information about the new regulations after the meeting.



Peninsula Metropolitan Park District

PO Box 425 – Gig Harbor, WA 98335
 253-858-3400 – info@penmetparks.org
www.penmetparks.org

3b. President's Report: None

3c. Bloodworks Northwest Partnership

Carly Persky, Bloodworks Northwest, Donor Recruitment Representation for South King and Pierce Counties, made a presentation about the need for blood drives for the community. Persky said PenMet helped save up to 654 lives with the seven days of blood donations at the Community Recreation Center, and thanked the Board for the ongoing partnership.

ITEM 4 Consent Agenda

Commissioner Hill made a motion to approve the consent agenda, seconded by Commissioner Grimmer. The consent agenda was approved with a 5-0 vote. Commissioner Nixon noted in the 01/16/21 Regular Meeting Minutes section 7B to correct the call date of the bonds for Sehmel Homestead Park from 2023 to 2022.

4a. Approval of Minutes

02/02/21 Study Session and Regular Meeting

4b. Approval of Vouchers: None

ITEM 5 Unfinished Business: None

ITEM 6 New Business: None

ITEM 7 Community Recreation Center Project

7a. CRC Update

CRC Project Manager, Ally Bujacich, reported schematic design is on track to be completed in late March 2021. A permitting specialist has been engaged to start the permitting process with the County. Bujacich is also working with Korsmo Construction to negotiate a pre-construction agreement. Bujacich intends to provide this contract to the Board on February 16th, 2021 Board Meeting for approval. Bujacich then noted that an amendment to the geo-technological agreement will be necessary due to additional activities that will be required and some of these activities will take place when the site plan is finalized. Bujacich presented the recommended site plan layout by the construction team, citizens, and the Commission. Bujacich provided more information about Option C – one of the 3 options being considered for the site layout – and Commissioners indicated during the discussion that they endorse that preference.

7b. Committee Reports

CRC Marketing Committee:

Commissioner Grimmer reported that consultant Linda Kaye Briggs has completed interviews for the fundraising feasibility study. He said she interviewed 69 community members and will write her report. The next step is to structure a fundraising campaign for potential donors. The CRC Marketing Committee will meet Wednesday, February 10th, 2021 to discuss the next steps with Briggs.



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CRC Finance Committee:

Commissioner Nixon reported the committee worked with Bujacich on the financing information that was shared during this meeting. Commissioner Kingsbury thanked Bujacich for the information she provided to the Board.

CRC Operations Committee:

No report

ITEM 8 Comments by Board

Commissioner Nixon informed the Board that Commissioner Hill will be joining him on the Salary Survey Committee and they will meet on February 3, 2021. Commissioner Kingsbury will not be able to attend the February 16, 2021 Board Meeting. Commissioner Babich wanted to spotlight the Recreation staff for putting on the Drive-Thru Bingo event and the Sasquatch Hunt. Commissioner Kingsbury echoed the praise to the Recreation Staff.

ITEM 9 Next Board Meetings

Tuesday, February 16, 2021 (Study and Regular) Via Zoom or Teleconference
Study Session at 5:00 and Regular Meeting at 6:00 PM

ITEM 10 Executive Session: For the purpose of reviewing the performance of a public employee pursuant to RCW 42.30.110(g).

The Board went into the Executive Session at 6:53 pm. The Board exited the Executive Session at 7:23 pm

ITEM 11 Adjournment President Babich adjourned the meeting at 7:23 PM

APPROVED BY THE BOARD ON: _____

President: _____

Clerk: _____

Submitted by: Aiden Krug



Finance Department
District Payment Transmittal

District Name: Metro Park District-Peninsula

PAYMENT LISTING

Trans Date	District Ref #	Payee Printed Name	Amount
1/19/21	V2021-001	HealthEquity	\$100.00
1/19/21	V2021-002	Department of Retirement Services	\$100.00
1/19/21	V2021-003	Department of Revenue	\$5,641.71
1/19/21	V2021-004	Health Care Authority	\$19,964.78
1/19/21	V2021-005	DEPARTMENT OF LABOR & INDUSTRIES	\$5,112.48
1/19/21	V2021-006	Department of Revenue	\$688.28
1/19/21	V2021-007	Linda Kaye Briggs	\$9,000.00
1/19/21	V2021-008	Kim Hairston	\$55.50
1/19/21	V2021-009	Madeline Hunter	\$4,978.20
1/19/21	V2021-010	Peninsula Metropolitan Park District	\$52,687.87
Payment Count: 10		Total Amount:	<u>\$98,328.82</u>

Payment Count: 10
Payment Total: \$98,328.82

CERTIFICATION

I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or labor performed as described herein, and that the claim is a just, due and unpaid obligation, and that I am authorized to authenticate and certify to said claim.



Authorized District Official Signature 1/19/21
Date

Authorized District Official Signature Date



Authorized District Official Signature 1/29/21
Date

Authorized District Official Signature Date



Authorized District Official Signature 2/1/21
Date

Authorized District Official Signature Date

Authorized District Official Signature Date

Authorized District Official Signature Date

INSTRUCTIONS FOR USE:
Submit signed Transmittal To Pierce County Finance Department

FAX: 253-798-6699 EMAIL: PCACCOUNTSPAYABLE@co.pierce.wa.us

PC Finance Department Use Only

Authorization Recieved on _____
Batch Verified by _____

VOUCHER APPROVALS

Item 4b.

Peninsula Metropolitan Park District

Time: 18:56:12 Date: 01/25/2021

01/25/2021 To: 01/25/2021

Page: 1

Voucher Claimant	Trans	Date	Type	Acct #	Amount	Memo
210102001 Ace Hardware	15	01/25/2021	Claims	1	19.53	V2021-013 Painting Supplies
210102002 Don Small & Sons Oil Distributor Co.	16	01/25/2021	Claims	1	746.87	V2021-036 Gasoline and Diesel
210102003 Fireshield	17	01/25/2021	Claims	1	29.75	V2021-023 Sales Tax from Fireshield invoice
210102004 Forever Green Trails	18	01/25/2021	Claims	1	500.00	V2021-031 Annual 2020 Membership
210102005 Health Department Pierce County	19	01/25/2021	Claims	1	130.00	V2021-015 Annual Water System Permit
210102006 Hemley's Handy Kans	20	01/25/2021	Claims	1	815.00	V2021-019 Sani Can rentals for various Park locations
210102007 Home Depot	21	01/25/2021	Claims	1	9,418.56	V2021-025 Home Depot supplies for various facilities
210102008 LynnFit	22	01/25/2021	Claims	1	420.00	V2021-027. January LynnFit- Contractor Commission
210102009 Marlow FIVE-0	23	01/25/2021	Claims	1	1,485.00	V2021-032 Website Redesign
210102010 Pacific Fire and Security Inc.	24	01/25/2021	Claims	1	113.30	V2021-021 Pen Gardens Quarterly AES Fire Monitoring Jan-March 2021
210102011 Pacific Office Automation	25	01/25/2021	Claims	1	215.89	V2021-028 Watchguard
210102012 Pacific Office Automation Headquarters	26	01/25/2021	Claims	1	1,707.20	V2021-029 IT Support, Datto Mgt., MS Office
210102013 Pape Material Handling	27	01/25/2021	Claims	1	1,592.27	V2021-014 Auto Parts for Vehicles; V2021-016 Wheels and Rims; V2021-033 Air housing, Air Covering, Honda Parts
210102014 Platt Electric	28	01/25/2021	Claims	1	3,604.86	V2021-035 LED Lights for Flag Poles
210102015 Purdy Topsoil & Gravel LLC	29	01/25/2021	Claims	1	35.81	V2021-034 Bark for Sehmel
210102016 Sarco Supply	30	01/25/2021	Claims	1	871.10	V2021-012 Bath Tissue, Garbage Bags, Disinfectant Spray; V2021-018 Garbage bags, Toilet seat covers, Toilet paper
210102017 Skyhawks Sports Academy, Inc.	31	01/25/2021	Claims	1	1,362.00	V2021-026. Skyhawks Flag Football Camp and Soccer Camp. 70/30 Commission Split
210102018 Sound Environmental Solutions	32	01/25/2021	Claims	1	2,325.00	V2021-017 Safety Program
210102019 Springbrook	33	01/25/2021	Claims	1	240.00	V2021-030 - Springbrook Software Director Login
210102020 Strohs Water Company	34	01/25/2021	Claims	1	93.19	V2021-024 Water Bill for Pen Gardens Service date: 11/15/20-12/15/2020
210102021 United Lamp Supply	35	01/25/2021	Claims	1	753.79	V2021-020 LED Lights for Sehmel
210102022 Westbay Auto Parts	36	01/25/2021	Claims	1	38.29	V2021-011 Auto Parts for Maintenance
210102023 Wilco	37	01/25/2021	Claims	1	79.52	V2021-022 Hardware and Fasteners
Total Vouchers:					26,596.93	

VOUCHER APPROVALS

Item 4b.

Peninsula Metropolitan Park District

Time: 18:56:12 Date: 01/25/2021

01/25/2021 To: 01/25/2021

Page: 2

Voucher Claimant	Trans	Date	Type	Acct #	Amount	Memo
------------------	-------	------	------	--------	--------	------

We, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein and that the claims are a just, due and unpaid obligation against and that we are authorized to authenticate and certify to said claims, and that Warrants and/or EFTs:

1/25 through 1/25/2021 totaling \$26,596.93 as itemized above are

approved for payment this 25th day of January 2021.

Authorized District Official Signature

Authorized District Official Signature

Authorized District Official Signature



Peninsula Metropolitan Park District

P.O. Box 425
 Gig Harbor, WA 98335
 Phone: 253.858.3400
 Fax: 253.858.3401

PURCHASE ORDER


Federal ID #: 33-1094284
 Purchase Order #: R-00900
 Date: 2/12/2021
 Attn: Eric Guenther

TO: Chuck West Construction & Contracting, LLC
ATTENTION: Chuck West
ADDRESS: PO Box 856
CITY,STATE: Vaughn, WA 98394
PHONE: 253-884-1366
ACCT #: Hale Pass Flooding

QTY	DESCRIPTION	PRICE	TOTAL	ACCOUNT NUMBER	JOB LOCATION	FUND (CLASS)
1	Flood Damage Services - Hale Pass Payment #1 Authorized by Purchasing Policy, Emergency Purchases 7.1 Communicated to Board 1/26/21 Finding, duly entered on record 2/16/21 CONTRACT CONTRACT Original \$3,120.00 w/ Tax \$3,366.48 Change Orders (w/o tax): \$0.00 (w/ tax): 1 CO #1 \$0.00 \$0.00 5947665 HPP 300 1 CO #2 \$0.00 \$0.00 5947665 HPP 300 CO #3 CO #4 Contract Total \$3,366.48 Billing To-Date \$0.00 Remaining \$3,366.48 Contract w/o Tax Total \$3,120.00 Work before Tax \$0.00 Tax \$0.00 1 Retainage (Waived) \$0.00 \$0.00 5947662 SHP 3014 Work+Tx-Ret \$0.00	\$3,366.48		5947665	30401	300
			SUB TOTAL		\$0.00	
			TAX		\$0.00	
			TOTAL		\$0.00	

Purchasing Agent _____

Eric Guenther

Interim Executive Director _____ 

Hunter T. George

Purchase order number must appear on all invoices - packages, etc.
 Please notify us immediately if you are unable to complete order by date specified

Peninsula Metropolitan Park District

PROJECT CONTRACT FOR WORK AWARDED FROM SMALL WORKS ROSTER

THIS AGREEMENT is made this 3rd day of February, 2020, by and between the Peninsula Metropolitan Park District (PenMet Parks) [the "Owner"] and Chuck West Construction and Contracting, LLC [the "Contractor"].

IN CONSIDERATION of the payments and agreements herein identified and the award of this work from the Owner's Small Works Roster, the Contractor hereby agrees to commence and complete for the Owner the services described below:

1. **Project:** Remove and install ceiling and repair trim at Hales Pass according to the approved plans meeting all requirements and specifications at the address and legal description of the property as detailed in the bid proposal package.
2. **Price:** For the above mentioned construction services, hereinafter called the "Project", the Owner agrees to pay the Contractor up to the sum of Three Thousand, Four Hundred Dollars (\$3,400.00), exclusive of Washington State Sales Tax in accordance with and pursuant to all the terms and conditions of the Master Contract for Work Awarded from Small Works Roster.
3. **Schedule and Liquidated Damages:** Construction shall commence within 10 days following Contractor's receipt of Owner's written Notice to Proceed. Construction shall be completed within 30 calendar days of Contractor's receipt of Owner's written Notice to Proceed. The Owner and Contractor agree that in the event this project is not completed on time, the Owner's damages are difficult to calculate. As a result, the Owner and Contractor agree that if the project is not completed by the completion date, the Contractor shall be liable to Owner for liquidated damages in the amount of \$50.00/Per calendar Day.
4. **Integration:** The following documents are included as part of this written contract:
 - a. This Project Contract
 - b. Master Contract for Work Awarded from Small Works Roster;
 - c. Supplementary Conditions, if any;
 - d. General Conditions for PenMet Parks;
 - e. Specifications and technical specifications;
 - f. Drawings; if applicable.

This written contract represents the entire agreement between the parties. All prior representations, promises or statements merge with this written contract.

5. **Insurance:** In the performance of services under this Contract, the Contractor shall obtain and keep in force during the term of this Contract or any amendment hereof a policy of liability insurance covering personal injuries, death, and property damage deemed

adequate by Owner in the amount of \$1,000,000 which policy includes Owner as an additional insured. Evidence of any such insurance shall be furnished by the Contractor on the date of execution hereof by delivering to Owner a copy of said policy and a certificate evidencing such insurance. Failure to maintain such insurance during the period of the contract shall be cause for termination of the contract. Such insurance shall provide that it may not be cancelled unless Owner first received 30 days written notice of such cancellation.

6. Bond: Contractor shall furnish a Faithful Performance and Payment Bond in a form acceptable to Owner.

PenMet Parks has provided to Contractor one key to Hales Pass building. PenMet Parks will withhold the amount of \$10.00 for each key from final payment due to Contractor as a deposit which shall be refunded when the key(s) are returned. The key deposit amount is based on the cost to PenMet Parks to re-key the facility in the event a key is not returned. The key deposit will not be held in an interest bearing account nor in a separate account.

IN WITNESS WHEREOF, the parties have executed this Agreement in three (3) parts, each of which shall be deemed as original, in the year and day first written above.

PENINSULA METROPOLITAN PARK DISTRICT, a municipal corporation


Hunter George, Interim Executive Director

APPROVED AS TO FORM


Attorney For Peninsula Metropolitan Park District

CONSULTANT


(Signature)

Owner
(Name, Printed)

PO Box 856
(Title)

Vaughn WA 98394
(Address)

253-761-6699
(City, State, Zip)

(Phone)

(SSN if self-employed)

45-5193181
Fed Tax No.:

224-055-00
L & I Acct. No.:

603-202-799
UBI No.:

Copy 1: Consultant (Original)
Copy 2: Contract Compliance (Original)

Project Bid Proposal Package

Chuck West Construction and Contracting, LLC

PO Box 856, Vaughn WA 98394 253-884-1366

Contractor #CHUCKWC884K3 UBI #603-202-794

Water damage repairs Bid

Name: PenMet Parks, 3507 Ray Nash Dr NW, Hales Pass Park (Arletta Hall)

Bid Date: February 2, 2021

Scope of work: Emergency repairs caused by water damage to include removal of kitchen cabinetry and quarter round floor molding (saved for reinstalling, for vinyl floor removal by abatement company), remove basement ceiling drywall to include nails and spray with 'mildicide' product when dry, open basement wall at base of stairs and furnace room and replace with plywood after treatment.

Notes: All demo trash will be put in a dumpster provided by PenMet Parks.

Labor	2490
Materials (plywood, mildicide, sprayer...)	230
Overhead 20%	400
WA Sales tax @ 7.9%	<u>246.48</u>
	3366.48

Bid Total ***\$ 3366.48***

Signature of accepting party

Printed name

Date

This project is of historical significance and will follow best practice of preservation while working with any agencies having interest. Prevailing wage requirements will be in place.

Bid includes a warrantee of workmanship for one year and materials as specified by manufacturer. Bid is good for 60 days unless otherwise noted.



Peninsula Metropolitan Park District

P.O. Box 425
 Gig Harbor, WA 98335
 Phone: 253.858.3400
 Fax: 253.858.3401

PURCHASE ORDER

Federal ID #: 33-1094284
 Purchase Order #: R-00901
 Date: 2/12/2021
 Attn: Eric Guenther

TO: RSG Abatement & Demolition, Corp
ATTENTION: Pat
ADDRESS: 2701 S. J St.
CITY,STATE: Tacoma, WA 98409
PHONE: 253-327-1904
ACCT #: Hale Pass Flooding

QTY	DESCRIPTION	PRICE	TOTAL	ACCOUNT NUMBER	JOB LOCATION	FUND (CLASS)
1	Flood Damage Services - Hale Pass Payment #1 Authorized by Purchasing Policy, Emergency Purchases 7.1 Communicated to Board 1/26/21 Finding, duly entered on record 2/16/21 CONTRACT CONTRACT Original \$3,100.00 w/ Tax \$3,344.90 Change Orders (w/o tax): \$0.00 (w/ tax):	\$3,344.90		5947665	30401	300
1	CO #1		\$0.00	5947665	HPP	300
1	CO #2	\$0.00	\$0.00	5947665	HPP	300
	CO #3					
	CO #4					
	Contract Total		\$3,344.90			
	Billing To-Date		\$0.00			
	Remaining		\$3,344.90			
	Contract w/o Tax Total	\$3,100.00				
	Work before Tax	\$0.00				
	Tax	\$0.00				
1	Retainage (Waived)	\$0.00	\$0.00	5947662	SHP	3014
	Work+Tx-Ret	\$0.00				

SUB TOTAL \$0.00
 TAX \$0.00
 TOTAL \$0.00

Purchasing Agent _____

Eric Guenther

Interim Executive Director  _____

Hunter T. George

Purchase order number must appear on all invoices - packages, etc.
 Please notify us immediately if you are unable to complete order by date specified

Peninsula Metropolitan Park District

PROJECT CONTRACT FOR WORK AWARDED FROM SMALL WORKS ROSTER

(Work Less Than \$300,000)

THIS PROJECT CONTRACT ("Contract") is made this 11th day of February, 2022, by and between the Peninsula Metropolitan Park District ("PenMet Parks" or "Owner") and RSG Abatement & Demolition, Corp. (the "Contractor").

IN CONSIDERATION of the payments and agreements herein identified and the award of this work from the Small Works Roster, the Contractor hereby agrees to commence and complete for the Owner the services described below:

1. **Project:** Jobsite Address: Hale Pass Park -- Arletta Schoolhouse, 3507 Ray Nash Drive NW, Gig Harbor, WA 9833. **Work:** Contractor will provide the labor and materials necessary to set up proper containments and get the environment under negative air pressure, remove 500 SF of sheet vinyl, tape on ductwork, clean and clear work areas, run air clearances, and haul debris as specified on Contractor's Estimate and Authorization dated February 5, 2021. The work only includes the specific areas listed above. Prior to performing any additional work, Contractor shall first obtain Owner's written approval and the additional work will be invoiced at \$95 per hour, plus all materials, including disposal costs. Additional conditions:
 - a. The work area must be cleared of all contents.
 - b. Contractor is not responsible for damage to contents which must be moved to access the work area or perform our work.
 - c. All work will be performed in compliance with Federal, State, and Local regulations.
 - d. Contractor is not responsible for any of the following:
 - i. Disconnecting and reconnecting permanent power supplies, telephone systems, and/or computer systems;
 - ii. Reinstalling appliances, light fixtures, toilets, hot water tanks, vanities, and/or sinks, or any other plumbing items;
 - iii. Moving, packing and/or storing personal contents of building;
 - iv. Providing any permanent or temporary weather protection for the site where the work will be performed.
 - v. Providing any security of the structure, its site and/or its contents;
 - vi. Causing minor damage resulting from the work being performed, including, but not limited to: tape damage, nicks, scrapes and staple holes to sheet rock, wallpaper and paneling.
2. **Price:** For the above mentioned construction services, hereinafter called the "Project", the Owner agrees to pay the Contractor an amount not to exceed the sum Three Thousand One Hundred Dollars (\$3,100.00) plus Washington State Sales Tax. Payment shall be made on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under such award. Pursuant to RCW 60.28, and to secure

proper performance of Contractor's work, the Owner shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work. Any retainage withheld by the owner will not accrue interest. Owner will make final payment upon receipt of final approval and acceptance of the work by the Owner's Board of Park Commissioners or Executive Director, depending upon the cost of the work. The Owner shall not be liable for any increased cost or price unless an authorized, signed Change Order has been executed prior to any work being performed.

- 3. **Schedule:** Construction shall commence within two (2) calendar days following Contractor's receipt of Owner's written Notice to Proceed. Construction shall be completed within three (3) calendar days of Contractor's receipt of Owner's written Notice to Proceed.
- 4. **Non-Assignability:** The Contractor may not assign, subcontract or delegate duties under this Contract without the prior written consent of Owner.
- 5. **Enforcement:** Any dispute as to the enforcement or interpretation of this Contract shall/may be determined by arbitration in accordance with Section 8.02 of the General Conditions. The prevailing party in any suit or arbitration arising under this Contract shall be entitled to reasonable attorney's and expert witness fees and costs. Washington law will govern the interpretation and enforcement of this Contract. Venue shall only be in Pierce County, Washington.
- 6. **Integration:** The following documents are included as part of this Contract:
 - a. This Project Contract
 - b. RSG Estimate and Authorization; and
 - c. General Conditions for PenMet Parks.

This written Contract represents the entire agreement between the parties. All prior representations, promises or statements merge with this written contract.

- 6. **Amendment:** Any amendment to the contract must be in writing signed by both parties.
- 7. **Severability:** If one or more of the contract clauses are found to be unenforceable, illegal or contrary to public policy, the contract will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy.
- 8. **Termination:** Performance of the work under this Contract may be terminated, suspended or abandoned for any cause deemed sufficient by Owner, in whole or in part at any time by Owner by giving the Contractor thirty (30) days' written notice of such termination, specifying the extent and effective date of termination, suspension or abandonment. After receipt of any such notice, the Contractor shall stop work hereunder to the extent and to the date specified in the notice, terminate all subcontracts or other commitments to the extent those contracts relate to the work terminated, and deliver to Owner all reports, computations, drawings, specifications and other material and information prepared and developed hereunder in connection with the work terminated. In the event of termination pursuant to this clause, the Contractor shall be entitled to be paid as provided herein for

direct labor hours expended and reimbursable costs incurred prior to termination, and for such direct labor costs and reimbursable costs as may be expended or incurred thereafter with Owner's written approval in settling subcontracts and finalizing the work terminated. The Contractor shall not be entitled to any anticipated profit for services not performed. Except as provided in this clause, any such termination shall not alter or affect the rights and obligations of the parties under this Contract.


- 9. **Notices:** Any and all notices affecting or relative to this Contract shall be effective if in writing and delivered or mailed, postage and fees prepaid, or sent by facsimile or similar electronic communication with a hard copy mailed to the respective party being notified at the address or facsimile number listed with the party's respective signature. The parties' addresses may be changed by the same method of notice.
- 10. **Indemnification.** The Contractor shall indemnify and hold harmless Owner, its officials, officers, agents, employees, volunteers, and representatives, from, and shall process and defend at its sole expense, any and all claims, demands, damages, suits at law or at equity, liabilities, losses, judgments, liens, expenses, and costs to the extent arising out of or occasioned by the negligent and/or wrongful performance, acts, and/or omissions by the Contractor, its employees, agents, representatives or volunteers relative to any activity and/or services covered hereunder. In the event of recovery due to the aforementioned circumstances, the Contractor shall pay any judgment or lien arising therefrom, including any and all costs as part thereof. The Contractor waives, with respect to the Owner, its immunity under industrial insurance, Title 51 RCW. This waiver has been mutually negotiated by the parties. This indemnification shall survive the expiration or termination of this Contract.
- 11. **Insurance:** In the performance of services under this Contract, the Contractor shall obtain and keep in force during the term of this Contract or any amendment hereof a policy of liability insurance covering personal injuries, death, and property damage deemed adequate by Owner in the minimum amount of \$1,000,000 which policy includes Owner as an additional insured. Evidence of such insurance shall be furnished by the Contractor on the date of execution hereof by delivering to Owner a copy of said policy and a certificate evidencing such insurance. Failure to maintain such insurance during the period of the Contract shall be cause for termination of the Contract. Such insurance shall provide that it may not be cancelled unless Owner first received 30 days written notice of such cancellation.
- 12. **Bond:** Contractor shall furnish a Faithful Performance and Payment Bond in a form acceptable to Owner. For projects with an estimated total cost of less than \$35,000.00, the Contractor may elect to a 50% retainage in lieu of a Contract Bond.

IN WITNESS WHEREOF, the parties have executed this Contract as of the year and day first written above.

PENINSULA METROPOLITAN PARK DISTRICT, a municipal corporation


CONTRACTOR


Hunter George, Interim Executive Director


(Signature)

APPROVED AS TO FORM

Janet Hughes
(Name, Printed)



Accounting & office Manager
(Title)

Attorney For
Peninsula Metropolitan Park District

2701 S J St
(Address)

Tacoma WA 98409
(City, State, Zip)

253-327-1904
(Phone)

(SSN if self-employed)

Fed Tax No.: 82-5528513

L & I Acct. No.: 668,938-00

UBI No.: 604 274 440

Copy 1: Contractor (Original)
Copy 2: Contract Compliance (Original)



Peninsula Metropolitan Park District

RESOLUTION NO. R2021-006

A RESOLUTION OF PENMET PARKS AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN A CONTRACT FOR CONSTRUCTION OF A WELL AT HALE PASS PARK

WHEREAS, the Peninsula Metropolitan Park District (PenMet Parks) was formed in May 2004 by a vote of the people; and

WHEREAS, RCW 35.61 authorizes and establishes the powers of a metropolitan park district including delivery of parks and recreation services; and

WHEREAS, PenMet Parks has evaluated testing results from the well water at Hale Pass and accepted recommendations from Tacoma Pierce County Health Department (TPCHD) to drill a new well elsewhere on the property; and

WHEREAS, in December 2020 PenMet Parks utilized the Limited Public Works process defined in Purchasing Policy Section 9.4 and solicited three bids from the MRSC Small Works Roster to drill a new well at Hales Pass Park; and

WHEREAS, PenMet Parks received two formal proposals in response to the solicitation, with one additional company non-responsive, and the District in the course of its review determined that the selected bid meets the standards and conditions established by the District and that the company is the lowest responsible bidder; and

WHEREAS, the District's attorney has reviewed the agreement; NOW THEREFORE BE IT

RESOLVED, by the Board of Commissioners of PenMet Parks that the Interim Executive Director be authorized to sign a contract, in substantially the form attached, with Nicholson Drilling at a total cost of \$32,658.71, which includes Washington State sales tax, for the construction of a well at Hale Pass Park.

The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on February 16, 2021.

President

Clerk
Peninsula Metropolitan Park District Commission

Attest

Peninsula Metropolitan Park District

PROJECT CONTRACT FOR WORK AWARDED FROM SMALL WORKS ROSTER

(Work Less Than \$300,000)

THIS PROJECT CONTRACT ("Contract") is made this 17th day of February, 2021, by and between the Peninsula Metropolitan Park District ("PenMet Parks" or "Owner") and Nicholson Drilling, Inc. [the "Contractor"].

IN CONSIDERATION of the payments and agreements herein identified and the award of this work from the Small Works Roster, the Contractor hereby agrees to commence and complete for the Owner the services described below:

1. Project: Drill a new well at Hales Pass Park as detailed in the bid proposal package attached hereto.
2. Price: For the above-mentioned construction services, hereinafter called the "Project", the Owner agrees to pay the Contractor an amount not to exceed the sum of THIRTY THOUSAND TWO HUNDRED SIXTY-EIGHT DOLLARS AND (\$30,268), exclusive of Washington State Sales Tax. Payment shall be made on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under such award. Pursuant to RCW 60.28, and to secure proper performance of Contractor's work, the Owner shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work. Any retainage withheld by the owner will not accrue interest. Owner will make final payment upon receipt of final approval and acceptance of the work by the Owner's Board of Park Commissioners or Executive Director, depending upon the cost of the work. The Owner shall not be liable for any increased cost or price unless an authorized, signed Change Order has been executed prior to any work being performed.
3. Schedule and Liquidated Damages: Construction shall commence within seven days following Contractor's receipt of Owner's written Notice to Proceed. Construction shall be completed within sixty calendar days of Contractor's receipt of Owner's written Notice to Proceed. The Owner and Contractor agree that in the event this Project is not completed on time, the Owner's damages are difficult to calculate. As a result, the Owner and Contractor agree that if the Project is not completed by the completion date, the Contractor shall be liable to Owner for liquidated damages in the amount of \$ TBD.00/Per calendar Day.
4. Non-Assignability: The Contractor may not assign, subcontract or delegate duties under this Contract without the prior written consent of Owner.
5. Enforcement: Any dispute as to the enforcement or interpretation of this Contract shall/may be determined by arbitration in accordance with Section 8.02 of the General Conditions. The prevailing party in any suit or arbitration arising under this Contract shall be entitled to reasonable attorney's and expert witness fees and costs. Washington law will govern the interpretation and enforcement of this Contract. Venue shall only be in Pierce County, Washington.

6. Integration: The following documents are included as part of this Contract:

- a. This Project Contract
- b. Supplementary Conditions, if any;
- c. General Conditions for PenMet Parks;
- d. Specifications and technical specifications;
- e. Drawings; if applicable.

This written contract represents the entire agreement between the parties. All prior representations, promises or statements merge with this written contract.

7. Amendment: Any amendment to the contract must be in writing signed by both parties.

8. Severability: If one or more of the contract clauses are found to be unenforceable, illegal or contrary to public policy, the contract will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy.

9. Termination: Performance of the work under this Contract may be terminated, suspended or abandoned for any cause deemed sufficient by Owner, in whole or in part at any time by Owner by giving the Contractor thirty (30) days' written notice of such termination, specifying the extent and effective date of termination, suspension or abandonment. After receipt of any such notice, the Contractor shall stop work hereunder to the extent and to the date specified in the notice, terminate all subcontracts or other commitments to the extent those contracts relate to the work terminated, and deliver to Owner all reports, computations, drawings, specifications and other material and information prepared and developed hereunder in connection with the work terminated. In the event of termination pursuant to this clause, the Contractor shall be entitled to be paid as provided herein for direct labor hours expended and reimbursable costs incurred prior to termination, and for such direct labor costs and reimbursable costs as may be expended or incurred thereafter with Owner's written approval in settling subcontracts and finalizing the work terminated. The Contractor shall not be entitled to any anticipated profit for services not performed. Except as provided in this clause, any such termination shall not alter or affect the rights and obligations of the parties under this Contract.

10. Notices: Any and all notices affecting or relative to this Contract shall be effective if in writing and delivered or mailed, postage and fees prepaid, or sent by facsimile or similar electronic communication with a hard copy mailed to the respective party being notified at the address or facsimile number listed with the party's respective signature. The parties' addresses may be changed by the same method of notice.

11. Indemnification. The Contractor shall indemnify and hold harmless Owner, its officials, officers, agents, employees, volunteers, and representatives, from, and shall process and defend at its sole expense, any and all claims, demands, damages, suits at law or at equity, liabilities, losses, judgments, liens, expenses, and costs to the extent arising out of or occasioned by the negligent and/or wrongful performance, acts, and/or omissions by the Contractor, its employees, agents, representatives or volunteers relative to any activity and/or services covered hereunder. In the event of recovery due to the aforementioned circumstances, the Contractor shall pay any judgment or lien arising therefrom, including any and all costs as part thereof. The Contractor waives, with respect to the Owner, its immunity under industrial insurance, Title 51 RCW. This waiver has been mutually negotiated by the parties. This indemnification shall survive the expiration or termination of this Contract.

- 12. **Insurance:** In the performance of services under this Contract, the Contractor shall obtain and keep in force during the term of this Contract or any amendment hereof a policy of liability insurance covering personal injuries, death, and property damage deemed adequate by Owner in the minimum amount of \$1,000,000 which policy includes Owner as an additional insured. Evidence of such insurance shall be furnished by the Contractor on the date of execution hereof by delivering to Owner a copy of said policy and a certificate evidencing such insurance. Failure to maintain such insurance during the period of the Contract shall be cause for termination of the Contract. Such insurance shall provide that it may not be cancelled unless Owner first received 30 days written notice of such cancellation.
- 13. **Bond:** Contractor shall furnish a Faithful Performance and Payment Bond in a form acceptable to Owner. For projects with an estimated total cost of less than \$35,000.00, the Contractor may elect to a 50% retainage in lieu of a Contract Bond.

IN WITNESS WHEREOF, the parties have executed this Contract in three (3) parts, each of which shall be deemed as original, in the year and day first written above.

PENINSULA METROPOLITAN PARK DISTRICT, a municipal corporation

CONTRACTOR

Hunter George, Interim Executive Director

(Signature)

APPROVED AS TO FORM

(Name, Printed)

(Title)

Attorney For
Peninsula Metropolitan Park District

(Address)

(City, State, Zip)

(Phone)

(SSN if self-employed)

Fed Tax No.: _____

L & I Acct.
No.:

UBI No.:

Copy 1: Contractor (Original)
Copy 2: Contract Compliance (Original)

Attachment A BID PROPOSAL PACKAGE

Nicholson Drilling

7245 Bethel Burley Rd SE

Port Orchard WA 98367

Phone: (360) 876-4421

Fax: 360-876-5601

OFFICE.NICHOLSONDRILLING@GMAIL.COM

WWW.NICHOLSONDRILLINGINC.COM

Estimate

Service Information	
PEN MET PARKS 3507 RAY NASH DR HALE PASS COMMUNITY CENTER GIG HARBOR WA Contact: RON MARTINEZ Phone: (253) 255-9177 Fax: Alt Contact: ED LEWIS Alt Phone: (720) 272-8418 E-Mail:	
Job Name <input type="checkbox"/> Call Ahead <input type="checkbox"/> Confirmed 3507 RAY NASH DR - 220FT WELL	PO #
Job Type ESTIMATE	

Billing Information			
PEN MET PARKS PO BOX 425 GIG HARBOR WA 98332			
Marketing Campaign			
Sales Rep	Terms	Type	Class
	Due on receipt		PUMP SRVC
Route	Scheduled	Start	End
NIC	8/13/2019	09:00 AM	09:30 AM

Item	Quantity	Rate	Amount
220FT WELL - 220FT WELL - TOTALED AMOUNT INCLUDES ITEMS LISTED BELOW	1	\$0.0000	\$14,759.65
DRILL 10 - DRILLING 10 INCH DIAMETER PER FT	18	\$40.0000	\$720.00
DRILL 6 - DRILLING 6 INCH DIAMETER PER FT.	202	\$25.5000	\$5,151.00
CASING 6-250 - CASING 6 INCH .250 WALL, 20'	11	\$600.0000	\$6,600.00
DRIVE SHOE 6" ATLA - DRIVE SHOE 6" ATLAS	1	\$114.4000	\$114.40
BEN HOLE PLUG - BENTONITE HOLE PLUG 3/8 50#	14	\$16.5400	\$231.56
KK6 - PACKER DOUBLE K 6"	1	\$180.2300	\$180.23
SCR6X.20 - S. S. SCREEN SIX IN .020 IN. X 5FT	1	\$594.3400	\$594.34
LABORSCREEN2 - HOURLY CHARGE SETTING SCREEN	3	\$300.0000	\$900.00
WELL CAP - WELL CAP PITLESS 6"	1	\$68.1200	\$68.12
LABORMD2 - MOBILIZE/DEMOBILIZE	1	\$200.0000	\$200.00
35GS30 - PUMP END 35GPM 3HP GOULDS	1	\$1,313.3300	\$1,313.33
BSPF30S23 - MOTOR FRANKLIN SUB 3 HP 230V3W 1PH	1	\$1,287.0000	\$1,287.00
PCPID30 - PENTEK CONTROLLER 3HP NEMA 3R	1	\$2,574.0600	\$2,574.06
22010PMP - 220FT PUMPING SYSTEM - TOTALED AMOUNT INCLUDES ITEMS LISTED BELOW	1	\$0.0000	\$2,925.40
SUB CABLE 10-4 - SUBMERSIBLE CABLE PVC 10-4 FLAT	220	\$1.9650	\$432.30
PVC DP 1-1/4 - PVC DROP PIPE 1-1/4"	220	\$2.3586	\$518.89
SKA4C - SPLICE KIT CLEAR 4 WIRE 10,12,14	1	\$3.9500	\$3.95
TORQ 6X1-1/4 - TORQUE ARRESTOR 6" X 1-1/4"	3	\$7.9900	\$23.97
PIT 1 1/4 - PITLESS ADAPTER 1-1/4"	1	\$210.4300	\$210.43
BEN HOLE PLUG - BENTONITE HOLE PLUG 3/8 50#	1	\$16.5400	\$16.54
CV125 - VALVE CHECK 1-1/4"	3	\$36.4400	\$109.32
BACTERIA - BACTERIOLOGICAL SAMPLE	1	\$70.0000	\$70.00
SAMPLE PPI - INORGANIC, PIERCE COUNTY IOC	1	\$540.0000	\$540.00
LABOR_P2 - HOURLY CHARGE PER MANHOUR	8	\$125.0000	\$1,000.00
CP PIT SET 2" - CP PIT SET 2"	1	\$3,930.9600	\$3,930.96
WELL INFO - PLEASE NOTE CASING IS SOLD IN 20' STICKS. TO GET STARTED WE NEED: \$200.00 CHECK MADE PAYABLE TO DEPARTMENT OF ECOLOGY HEALTH DEPARTMENT CHECKLIST SIGNED CONTRACT DOWN PAYMENT	1	\$0.0000	\$0.00
I012500125 - POLY PIPE 250PSI 1-1/4"	100	\$2.2000	\$220.00
W1210110 - WIRE, UF-10-2WG	120	\$1.2361	\$148.33
Job Subtotal:			\$27,158.73

Nicholson Drilling

7245 Bethel Burley Rd SE

Port Orchard WA 98367

Phone: (360) 876-4421

Fax: 360-876-5601

OFFICE.NICHOLSONDRILLING@GMAIL.COM

WWW.NICHOLSONDRILLINGINC.COM

Estimate

Service Information	
PEN MET PARKS 3507 RAY NASH DR HALE PASS COMMUNITY CENTER GIG HARBOR WA	
Contact:	RON MARTINEZ
Phone:	(253) 255-9177 Fax:
Alt Contact:	ED LEWIS Alt Phone: (720) 272-8418
E-Mail:	

Job Name	<input type="checkbox"/> Call Ahead	<input type="checkbox"/> Confirmed
3507 RAY NASH DR - 220FT WELL		

Job Type	PO #
ESTIMATE	

Billing Information
PEN MET PARKS PO BOX 425 GIG HARBOR WA 98332

Marketing Campaign			
Sales Rep	Terms	Type	Class
	Due on receipt		PUMP SRVC
Route	Scheduled	Start	End
NIC	8/13/2019	09:00 AM	09:30 AM

PIERCE COUNTY-4100 \$2,145.54

Payment Total: \$0.00

Total: \$29,304.27

This estimate is good for 30 days. It is the customer's responsibility to ensure clear access for necessary vehicles and that the job site is clean and safe for technicians to work.

***FINAL INVOICE IS SUBJECT TO CHANGE DUE TO THE GEOLOGY IN THE AREA

Nicholson Drilling

7245 Bethel Burley Rd SE

Port Orchard WA 98367

Phone: (360) 876-4421

Fax: 360-876-5601

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Estimate

Service Information	
PEN MET PARKS 3507 RAY NASH DR HALE PASS COMMUNITY CENTER GIG HARBOR WA	
Contact: RON MARTINEZ	
Phone: (253) 255-9177	Fax:
Alt Contact: ED LEWIS	Alt Phone: (720) 272-8418
E-Mail:	
Job Name	<input type="checkbox"/> Call Ahead <input type="checkbox"/> Confirmed
3507 RAY NASH DR - PIPE AND WIRE	
Job Type	PO #
ESTIMATE	

Billing Information			
PEN MET PARKS PO BOX 425			
GIG HARBOR WA 98332			
Marketing Campaign			
Sales Rep	Terms	Type	Class
	Due on receipt		PUMP SRVC
Route	Scheduled	Start	End
		09:00 AM	09:30 AM

Item	Quantity	Rate	Amount
I012500125 - POLY PIPE 250PSI 1-1/4"	130	\$2.2000	\$286.00
W1310110 - WIRE, UF-10-3WG	140	\$1.6912	\$236.77
MISCIPIPE* - MISCELLANEOUS PIPE FITTINGS	1	\$100.0000	\$100.00
LABOR_P2 - HOURLY CHARGE PER MANHOUR	2	\$135.0000	\$270.00
		Job Subtotal:	\$892.77
		PIERCE COUNTY-4100	\$70.53
		Payment Total:	\$0.00
		Total:	\$963.30

This estimate is good for 30 days. It is the customer's responsibility to ensure clear access for necessary vehicles and that the job site is clean and safe for technicians to work.

Bid Summary Calculations

Well \$29,304.27

Pipe & Wire
to/from
building \$963.30

\$30,267.57

w/ Tax \$32,658.71
7.90%



Peninsula Metropolitan Park District

PO Box 425 – Gig Harbor, WA 98335
253-858-3400 – info@penmetparks.org
www.penmetparks.org

DISTRICT COMMISSION MEMO

To: District Commission
Through: Hunter T. George, Interim Executive Director
From: Eric Guenther, Planning & Special Projects Manager
Date: February 16, 2021
Subject: Resolution R2021-006 Bid Award for Hale Pass Well Construction

Background/Analysis

One element of the Hale Pass Arletta Schoolhouse renovation includes replacing the well, which is to be done as an initial phase before work on the building begins. The bid solicitation for the Hale Pass well construction was distributed on December 4, 2021. On January 26, 2021, the District accepted the lowest responsive bid:

Business Name	Bid
Tacoma Pump & Drilling Co. Inc	\$52,686.15
Nicholson Drilling, Inc.	\$32,658.71
Bison Well Drilling & Septic, LLC	Not Responsive

Note: Total includes sales tax

The non-responsive bidder was contacted several times and never provided a bid as indicated.

Recommendation

Staff recommends that the Board of Park Commissioners award the bid for the Hale Pass Well Construction to the low bidder, Nicholson Drilling, in the amount of \$32,658.71.

Policy Implications/Support

1. The Board approved the 2021 PenMet Parks Budget, which includes \$1,150,000 for the Hale Pass Park Arletta Schoolhouse renovation, including the new well.

Motion

I move to approve Resolution R2021-006 to authorize the Interim Executive Director to sign a contract, in substantially the form attached, with Nicholson Drilling in the amount of \$32,658.71 for the Hale Pass well construction.

Staff Contact

Should you have any questions or comments, please contact me at the earliest opportunity should additional research be required to provide answers at the meeting: 253-313-5086 or via e-mail at EGuenther@PenMetParks.org.



Peninsula Metropolitan Park District

PO Box 425 – Gig Harbor, WA 98335
 253-858-3400 – info@penmetparks.org
www.penmetparks.org

DISTRICT COMMISSION MEMO

To: PenMet Parks Board of Park Commissioners

From: Ally Bujacich, Project Manager

Date: February 16, 2021

Subject: **R2021-004, First Amendment to Professional Services Agreement for CRC Geotechnical Services with GeoResources**

Background/Analysis

PenMet Parks acquired the 17-acre site of the former Pro Golf Center in 2019 with the intention of building a Community Recreation Center (CRC) to serve the indoor recreational and social gathering needs of the community. The project is currently in the Schematic Design phase.

GeoResources completed a geotechnical report for the CRC site in March 2019 as part of the initial feasibility and design work (GeoResources performed this work as a subconsultant). In June 2020, PenMet engaged GeoResources directly to amend the report based on updated project information. PenMet again engaged GeoResources to complete a hydrogeologic assessment, which was complete in late 2020. The aggregate total of the work that GeoResources performed directly for PenMet is \$2,292.50.

The Tubby's Trail property is identified as a potential infiltration site for stormwater related to the CRC project. In January 2021, PenMet signed a Professional Services Agreement with GeoResources to install and monitor groundwater observation wells at the CRC site and at the Tubby's Trail property. The amount of that agreement is not to exceed \$17,510, inclusive of applicable WSST. The wells are installed and monitoring efforts will occur through the remainder of the wet season as prescribed by Pierce County.

With the development of site option C, and the advancement of civil design, additional geotechnical tasks are recommended or required as follows:

1. Locating, excavating, and analyzing additional test pits that are strategically located with respect to the preferred site plan is recommended. Although subsurface exploration was previously completed in various locations around the site, the additional, focused test pits will provide more relevant data to inform civil and structural design and estimated construction cost.
2. Site option C provides for potential areas of on-site infiltration to treat and manage a portion of the stormwater volume; infiltration testing in the identified areas is recommended to test the feasibility of such on-site infiltration.

3. The State of Washington Department of Ecology has indicated the CRC site and Tubby's Trail may have been contaminated with heavy metals from the Tacoma Smelter Plume. Sampling the soil and analyzing it for arsenic and lead following the 2012 Tacoma Smelter Plume Guidance is recommended by DOE and will be required by Pierce County prior to issuance of site development permits.

The above-listed tasks 1-3, as well as the previously authorized groundwater monitoring wells, will be integrated into a final comprehensive geotechnical report for the CRC. When this is complete, no further geotechnical work is anticipated during the design phase of the project.

To fund these additional geotechnical services, the Project Manager and GeoResources have negotiated an agreement for contract Amendment #1 in the amount of \$19,767, inclusive of applicable WSST, bringing the total contract amount to \$37,277, inclusive of applicable WSST. The amended contract amount fits within the total project budget of \$30 million (not including property acquisition costs).

Recommendation

The Project Manager requests that the Park Board approve Resolution R2021-004 authorizing the Interim Executive Director to sign the First Amendment to the GeoResources agreement, in substantially the form attached.

Policy Implications/Support

The District has adopted goals including:

- Developing and Maintaining High Quality Facilities: To build and maintain high quality facilities consistent with community planning.
- District Funds: To maximize the use of tax revenues by using other resources such as grants, user fees, volunteers, and appropriate professional resources.

Motion

I move to approve Resolution R2021-004 authorizing the Interim Executive Director to sign the First Amendment to the Professional Services Agreement with GeoResources to provide additional geotechnical services for the Community Recreation Center project, in substantially the form attached as Exhibit "A".

Should you have any questions or comments, please contact me at 253-579-6654 or via e-mail at ally.bujacich@absherco.com.



Peninsula Metropolitan Park District

RESOLUTION NO. R2021-004

AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO SIGN AN AMENDMENT TO THE AGREEMENT FOR GEOTECHNICAL SERVICES FOR THE COMMUNITY RECREATION CENTER PROJECT WITH GEORESOURCES

WHEREAS, the Peninsula Metropolitan Park District (PenMet Parks) was formed in May 2004 by a vote of the people; and

WHEREAS, RCW 35.61 authorizes and establishes the powers of a metropolitan park district including delivery of parks and recreation services; and

WHEREAS, PenMet Parks entered into professional services agreements with GeoResources LLC (GeoResources) to perform geotechnical services related to the Community Recreation Center in the cumulative amount of \$2,292.50 for the Community Recreation Center project; and

WHEREAS, PenMet Parks subsequently signed a Professional Services Agreement with GeoResources on January 11, 2021 to provide additional geotechnical services related to the Community Recreation Center; and

WHEREAS, the January 11, 2021 Professional Services Agreement was for the amount of \$17,510.00 plus WSST as authorized under Section 13.3(A) of the PenMet Parks Purchasing Policy (No. P40-102); and

WHEREAS, PenMet Parks and GeoResources wish to expand the scope of geotechnical services to include additional work and increase the amount of total compensation, which requires authorization by the PenMet Parks Board of Park Commissioners under Section 13.3(B); and

WHEREAS, the Project Manager has negotiated with GeoResources to develop the attached agreement to amend the scope of work and increase the compensation by Nineteen Thousand Seven Hundred Sixty-Seven Dollars and Zero Cents (\$19,767.00), inclusive of applicable WSST, so that the total cumulative compensation pursuant to the amended agreement will be Thirty-Seven Thousand Two Hundred and Seventy-Seven Dollars and Zero Cents (\$37,277.00), inclusive of applicable WSST; NOW THEREFORE BE IT

RESOLVED, by the Board of Park Commissioners that the Interim Executive Director be authorized to sign the First Amendment to the Professional Services Agreement with GeoResources to provide additional geotechnical services to PenMet Parks for the Community Recreation Center and to increase the compensation available by Nineteen Thousand Seven Hundred Sixty-Seven Dollars and Zero Cents (\$19,767.00), inclusive of

Resolution R2021-004

applicable WSST, so that the total compensation will not exceed Thirty-Seven Thousand Two Hundred and Seventy-Seven Dollars and Zero Cents (\$37,277.00) inclusive of applicable WSST, in substantially the form attached as Exhibit "A".

The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on February 16, 2021.

President

Clerk

Attest

Peninsula Metropolitan Park District



FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT to the PROFESSIONAL SERVICES AGREEMENT is made and entered into this ____ day of February, 2021 by and between The PENINSULA METROPOLITAN PARK DISTRICT, a municipal corporation, hereinafter referred to as the "District", and GeoResources, LLC, a Washington limited liability company, whose address is 4809 Pacific Hwy. E., Fife, WA 98424, hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the District and Consultant entered into a Professional Services Agreement dated December 24, 2020 (the "Agreement");

WHEREAS, the District and Consultant wish to add to the scope of services and increase the amount of total compensation available as provided herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is hereby agreed as follows:

1. Scope of Services. The Consultant agrees to provide the scope of services as amended in Exhibit A of this First Amendment. The parties acknowledge that the Consultant has been providing services since December 24, 2020 and that many of the services are an on-going service or have been completed. This First Amendment is intended to provide for Consultant's continued primary and additional services.

2. Compensation and Method of Payment.

A. In consideration of the services to be provided by the Consultant, including the additional services, the District hereby increases the compensation available by Nineteen Thousand Seven Hundred Sixty-Seven Dollars and Zero Cents (\$19,767.00) so that the total compensation for the amended scope of work will not exceed Thirty-Seven Thousand Two Hundred and Seventy-Seven Dollars and Zero Cents (\$37,277.00), inclusive of applicable WSST.

3. Entire Agreement. Except as amended herein, all of the other terms in the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year first above written.

Signature Page and Amended Exhibit A Follows

PENINSULA METROPOLITAN PARK
DISTRICT, a municipal corporation

CONSULTANT, GEORESOURCES, LLC,
a Washington limited liability company

Hunter T. George, Interim Executive Director

(Signature)

APPROVED AS TO FORM

(Name, Printed)

Attorney For the Peninsula Metropolitan
Park District

(Title)

Copy 1: Consultant (Original)
Copy 2: Contract Compliance (Original)

EXHIBIT A **Amended Scope of Services**

The services described below relate to the proposed community recreational facility to be constructed at 2416 – 14th Avenue Northwest (presently the driving range) and a stormwater system that may be constructed, at least in part, on 2120 – 14th Avenue Northwest (presently Tubby's Dog Park) in the Gig Harbor area of Pierce County, Washington.

The proposed site configuration and building sizes have changed since Consultant's last *Geotechnical Engineering Report* dated March 15, 2019 and PenMet Parks has requested additional subsurface explorations and a report update for the final site plan configuration.

Because infiltration appears feasible based on the encountered subsurface conditions, Pierce County is requiring groundwater monitoring at the proposed infiltration facility locations during the remainder of the wet season (October 1 – April 30) to determine the maximum wet season water table.

The Washington State Department of Ecology (DOE) has indicated the project site may have been contaminated with heavy metals by the Tacoma Smelter Plume. DOE's Tacoma Smelter Plume map search tool indicates the site is located in an area mapped as containing 40.1 to 100 parts per million (ppm) Arsenic. As such, sampling the soil and analyzing for arsenic and lead following the 2012 Tacoma Smelter Plume Guidance may be a condition of the permit.

GEOTECHNICAL TASK DESCRIPTION & SCOPE

The scope of our services will be to evaluate the surface and subsurface conditions across the site as a basis for developing geotechnical recommendations and conclusions. Specifically, the scope of services will include the following:

Task 1 – Driving Range Property

1. Perform and monitor the drilling of three (3) borings to depths of about 15 to 20 below existing grades at each site using a track mounted drill rig, operated by a licensed driller and completing the borings as groundwater observation wells;
2. Monitor groundwater levels within the wells the remainder of the wet season on a bi-monthly (twice per month) basis; and
3. Prepare a written *Addendum Letter* at the end of the wet season summarizing the collected data.

Task 2 – Tubby's Dog Park Property

1. Perform and monitor the drilling of three (3) borings to depths of 15 below existing grades at each site using a track mounted drill rig, operated by a licensed driller and completing the borings as groundwater observation wells;
2. Monitor groundwater levels within the wells the remainder of the wet season on a bi-monthly (twice per month) basis; and
3. Prepare a written *Addendum Letter* at the end of the wet season summarizing the collected data.

Groundwater Observation Wells: Borings and wells will be drilled by a track-mounted, hollow-stem auger drill operated by a licensed driller working under subcontract to Consultant. Throughout the drilling operation, samples will be obtained at 2½ to 5-foot intervals by driving a split-spoon sampler

in accordance with Standard Penetration Test procedure (ASTM: D-1586) or a similar method. Consultant will monitor the drilling, log the subsurface conditions and SPT blow counts, collect representative soil samples, and transport all samples to our laboratory for further visual examination and testing. The groundwater observation well will be installed per WA DOE requirements with flush-mount surface monument set in concrete. Consultant anticipates that all drilling cuttings can be stockpiled on site.

Groundwater Monitoring: Groundwater levels will be monitored bi-weekly throughout the remainder of the prescriptive “wet season” as defined by Pierce County ending on April 30, 2021. Consultant will also review all boring logs and groundwater monitoring data in the Department of Ecology records for the site.

AMENDMENT TO GEOTECHNICAL TASK DESCRIPTION & SCOPE

Task 1 – Infiltration Testing

Task 1 – Driving Range Property

1. Perform 2 small scale Pilot Infiltration Tests (PITs) at the proposed bottom of infiltration facility elevation within the former driving range area (in-situ tests were already completed on the Tubby’s Dog Park Property).

Task 2 – Arsenic and Lead Environmental Sampling

Task 2.1 – Driving Range Property

1. Collect a series of 107 samples from 80 unique locations from the upper 12 inches of soils;
2. Submit soils to an approved third-party laboratory for arsenic and lead determinations in accordance with EPA 6010, 6020, or 6200;
3. Provide a data report detailing exploration locations, methods, and analytical results.

Task 2.1 – Tubby’s Dog Park Property

1. Collect a series of 68 samples from 48 unique locations from the upper 12 inches of soils;
2. Submit soils to an approved third-party laboratory for arsenic and lead determinations in accordance with EPA 6010, 6020, or 6200;
3. Provide a data report detailing exploration locations, methods, and analytical results.

Task 3 – Update Report

Task 3.1 – Updated Geotechnical Engineering Report for Community Recreational Facility - Driving Range Property

1. Explore surface and subsurface conditions by reconnoitering the site and monitoring the excavation of test pits at select locations suitable for site plan Option C (estimated to be 10-12 test pits across the driving range site);
2. Describe surface and subsurface conditions, including soil type, depth to groundwater, and an estimate of seasonal high groundwater levels;
3. Providing updated geotechnical conclusions and recommendations regarding site grading activities, including site preparation, subgrade preparation, fill placement criteria, suitability of on-site soils for use as structural fill, temporary and permanent cut slopes and drainage and erosion control measures;
4. Provide updated geotechnical conclusions and recommendations regarding shallow foundations and floor slab support and design criteria, including bearing capacity and subgrade modulus as appropriate;
5. Provide opinion about the feasibility of onsite infiltration in accordance with the 2015 Pierce County Stormwater Management and Site Development Manual (PCSWMSDM), including a design infiltration rate based on grain size analysis and in-situ infiltration testing (small scale Pilot Infiltration Test or PITs), as applicable;

- 6. Provide recommendations for erosion and sediment control during wet weather grading and construction; and,
- 7. Prepare a written *Updated Geotechnical Engineering Report* summarizing site observations and conclusions, geotechnical recommendations and design criteria, and all of the items in each task below, along with previously authorized tasks, along with the supporting data.

SCHEDULE AND BUDGET

Consultant can usually begin our test pits, infiltration testing, and environmental sampling within about 5 days of receipt of our notice to proceed, dependent on subcontractor availability. Upon issuance of the notice to proceed, Consultant will notify the One-Call Underground Utility Locate Center, which requires 3 days to mark any utilities within the site vicinity. Consultant anticipates that the test pit subsurface explorations will take 1 full day to complete, with infiltration testing taking a total of two days for both sites, with the subsequent laboratory testing requiring an additional 5 days. Consultant currently has two drill dates scheduled for January 5 & 6, 2021 to install the groundwater monitoring wells at each site. Consultant anticipates that drilling explorations will take 2 full days to complete. Consultant will have its Updated Geotechnical Engineering Report available within 15 to 20 business days of completion of the laboratory testing. A copy of our rates and our terms and conditions is included with this document, and an overview of our scope and associated costs is below.

Groundwater monitoring measurements will be billed on a time and materials basis. Consultant estimates travel time, data collection, and data entry for each site visit to both sites will require approximately 2 hours. Consultant will summarize its groundwater monitoring results in an *Addendum Letter* that should be completed about 5 to 10 days after the end of the wet season.

Task 1 – Driving Range

Drilling Contractor (3 wells to 15 feet)	\$ 5,579
Field engineering (including travel and mileage)	\$ 665
Groundwater Monitoring Site Visits (twice a month, \$169/per visit)	\$ 1,352
Laboratory testing (3 sieves / 3 moistures)	\$ 459
Geotechnical Report Addendum Letter	<u>\$ 700</u>
Task Cost	\$ 8,755

Task 2 – Tubby’s Dog Park

Drilling Contractor (3 wells to 15 feet)	\$ 5,579
Field engineering (including travel and mileage)	\$ 665
Groundwater Monitoring Site Visits (twice a month, \$169/per visit)	\$ 1,352
Laboratory testing (3 sieves / 3 moistures)	\$ 459
Geotechnical Report Addendum Letter	<u>\$ 700</u>
Task Cost	\$ 8,755

TOTAL COST \$17,510 plus WSST

SCHEDULE AND BUDGET FOR AMENDED SCOPE

Consultant will usually begin test pits, infiltration testing, and environmental sampling within 5 days of receipt of the notice to proceed, dependent on subcontractor availability. Upon notice to proceed, Consultant will notify the One-Call Underground Utility Locate Center, which requires 3 days to mark any utilities within the site vicinity. Consultant anticipates that our test pit subsurface explorations will take 1 full day to complete, with infiltration testing taking a total of two days for both sites, with the subsequent laboratory testing requiring an additional 5 days. Consultant will provide the Updated Geotechnical Engineering Report within 15 to 20 business days of completion of laboratory testing.

Task 1 – Infiltration Testing**Task 1.1– Driving Range**

Excavation Contractor (2 PIT)	\$1,170
Field engineering (including travel and mileage)	\$ 944
Laboratory testing (4 sieves / 4 moistures)	\$ 612
Equipment (water trailer, hoses, etc)*	<u>\$ 0</u>
Task Cost	\$2,726

**Assume an accessible source of water is available on site. The estimated cost for the Consultant to provide equipment (water trailer, hoses, etc.) is \$750.*

Task 2 – Arsenic and Lead Environmental Sampling**Task 2.1 – Driving Range**

Field Engineering & Transportation	\$2,232
Field engineering (including travel and mileage)	<u>\$5,415</u>
Task Cost	\$7,647

Task 2.2 – Tubby's Dog Park

Field Engineering & Transportation	\$1,600
Analytical Laboratory Testing	<u>\$3,445</u>
Task Cost	\$5,045

Task 3.1 – Final Geotechnical Engineering Report

Excavation Contractor (test pits sufficient for site plan Option C – estimated to be 10-12)	\$1,190
Field engineering (including travel and mileage)	\$ 950
Laboratory testing (3 sieves / 3 moistures)	\$ 459
Geotechnical Engineering and Report Update	<u>\$1,850</u>
Task Cost	\$4,349

TOTAL COST**\$19,767, inclusive of applicable WSST**

All authorized task items will be included in the Updated Geotechnical Engineering Report for both Tubby's Dog Park and the Driving Range sites. The environmental aspect of this project will summarize the sampling locations and methods along with the results of analytical testing. The environmental scope is intended to meet the minimum criteria in the DOE Tacoma Smelter Plume model remedies guidance and provide data for DOE to determine follow-on actions, if any. The data report will not provide recommendations for cleanup. Consultant has assumed prescriptive remedies will be pursued between PenMet and its agent(s) and DOE, utilizing the Voluntary Cleanup Program (VCP).



Peninsula Metropolitan Park District

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DISTRICT COMMISSION MEMO

To: PenMet Parks Board of Park Commissioners

From: Ally Bujacich, Project Manager

Date: February 16, 2021

Subject: **Resolution 2021-005, CRC Preconstruction Services Agreement**

Background/Analysis

PenMet Parks acquired the 17-acre site of the former Pro Golf Center in 2019 with the intention of building a Community Recreation Center (CRC) to serve the indoor recreational and social gathering needs of the community. The project is currently in the Schematic Design phase, with BLRB Architects and Barker Rinker Seacat Architecture providing professional design services.

On April 7, 2020, the Park Board approved Resolution 2020-005, regarding the General Contractor/Construction Manager (GC/CM) delivery method. That April 2020 action authorized the then-Executive Director to enter into a Professional Services Agreement with a firm to assist with the GC/CM approval process through the Washington State Capital Projects Advisory Review Board (CPARB) and to select a CRC design firm and the GC/CM. The CPARB Project Review Committee authorized the District to utilize the GC/CM alternative contracting procedure for the CRC project on May 28, 2020.

The District subsequently engaged in a competitive selection process and identified Korsmo Construction as the preferred GC/CM. The Park Board approved a motion on August 4, 2020, to authorize staff to begin contract negotiations with Korsmo.

After a robust programming effort that included significant community input and resulted in a Feasibility, Design Concept, and Pro Forma Report that was accepted by the Park Board on January 5, 2021, the project delivery method was re-evaluated. On January 21, 2021, the Park Board approved Resolution 2021-003, which confirmed the project will proceed using the GC/CM alternative contracting procedure.

To maximize the value of the selected delivery method, the GC/CM is typically engaged early in design to provide preconstruction services. Preconstruction services include, but are not limited to: cost estimating, constructability analysis and recommendations, value engineering, review of documents for errors and omissions, site investigation, developing a subcontracting plan, identifying long lead items, developing a detailed construction schedule and providing phasing recommendations, and other related services. Work completed during preconstruction promotes early, informed decision-making, and advance planning helps to facilitate a smooth construction process.

The Project Manager has negotiated and reviewed the scope of work and preconstruction agreement. The cost for preconstruction services is not to exceed \$174,834, which fits within the total project budget of \$30 million (not including land acquisition costs) and will be funded from the District capital funds identified for this project.

It is anticipated the contract will be amended to include construction after a guaranteed maximum price (GMP) is negotiated with the GC/CM. This will occur when construction documents are 90%-100% complete.

Recommendation

The Project Manager recommends engaging Korsmo Construction for preconstruction services, and requests that the Park Board approve Resolution R2021-005 authorizing the Interim Executive Director to sign the preconstruction services agreement in substantially the form attached.

Policy Implications/Support

1. The District has adopted goals including:
 - Developing and Maintaining High Quality Facilities: To build and maintain high quality facilities consistent with community planning.
 - District Funds: To maximize the use of tax revenues by using other resources such as grants, user fees, volunteers, and appropriate professional resources.

Motion

I move to approve Resolution R2021-005, authorizing the Interim Executive Director to sign the preconstruction services agreement, in substantially the form attached, with Korsmo Construction to provide preconstruction services for the Community Recreation Center project.

Should you have any questions or comments, please contact me at your earliest opportunity at 253-579-6654 or via e-mail at ally.bujacich@absherco.com.



Peninsula Metropolitan Park District

RESOLUTION NO. R2021-005

AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO SIGN THE AGREEMENT WITH KORSMO CONSTRUCTION FOR PRECONSTRUCTION SERVICES FOR THE COMMUNITY RECREATION CENTER PROJECT

WHEREAS, the Peninsula Metropolitan Park District (PenMet Parks) was formed in May 2004 by a vote of the people; and

WHEREAS, RCW 35.61 authorizes and establishes the powers of a metropolitan park district including delivery of parks and recreation services; and

WHEREAS, in May 2020 the State of Washington’s Capital Projects Advisory Review Board’s Project Review Committee approved PenMet Parks’ application to use the General Contractor / Construction Manager (GC/CM) method of project delivery for the CRC project; and

WHEREAS, PenMet Parks conducted a GC/CM procurement process and selected Korsmo Construction as the most qualified proposer; and

WHEREAS, PenMet Parks completed a Feasibility, Design Concept, and Pro Forma Report and confirmed the GC/CM method of project delivery remained appropriate for the CRC project; and

WHEREAS, the District’s attorney has reviewed the agreement; NOW THEREFORE BE IT

RESOLVED, by the Board of Park Commissioners that the Interim Executive Director be authorized to sign the Agreement with Korsmo Construction to provide preconstruction services to PenMet Parks for the Community Recreation Center for a total compensation that will not exceed ONE HUNDRED SEVENTY-FOUR THOUSAND EIGHT HUNDRED THIRTY-FOUR DOLLARS AND ZERO CENTS (\$174,834.00) in substantially the form attached as Exhibit “A”.

The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on February 16, 2021.

President

Clerk

Attest

Resolution R2021-005