

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

REGULAR MEETING AGENDA

September 01, 2020, 5:00 PM

ATTENTION: Protecting the public, our partners, and our staff are of the utmost importance. Due to recent health concerns with the novel Corona-virus, the Park Board has decided to host the meeting Online via Zoom. In accordance with the Governor's Stay at Home Order issued on March 23, 2020, the public is strongly encouraged to participate via teleconference. You can join the zoom meeting for the regular meeting by using the Meeting ID: 820 7351 2659 Password: PenMet0901 or call in at +1 253-215-8782 Password: 7708543702. Meeting agendas can be accessed online at PenMetParks.org. Citizen Comments can be emailed to admin@penmetparks.org by August 31st at 5:00 PM and will be read at the meeting.

Call to Order

Commissioner Roll Call:

			Present	Excused	Comment
Maryeller	ı (Missy)	Hill			
Amanda I	Babich				
Laurel Kir	ngsbury				
Kurt Grim	mer				
Steve Nix	on				
ITEM 1	Appro	oval of Agenda			
ITEM 2	Citize	en Comments			
	ssnuf		nces, we will be acc org up until 5:00 PM meeting		
ITEM 3	Prese	entations			
	3a.	Director's Repo	rt		
	3b.	President's Rep	ort		
ITEM 4	Cons	ent Agenda			
	4a.	Approval of Min	<u>utes</u>		
		<u>8-18-20 Regular</u>	Meeting Minutes		
	4b.	Approval of Vou	<u>ichers</u>		
		<u>\$104,907.54 Ref</u>	erence Number V20	<u>20-420-435</u>	
ITEM 5	Unfin	ished Business			



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- 5a. Grant Projects Public Comment
- 5b. Covid-19 Fiscal Update
- 5c. CRC Project Update
- 5d. Approval of Background Check Policy R2020-022
- 5e. <u>Amendment of Parametrix Contract for Owner Representation</u> <u>Services</u> R2020-023
- ITEM 6 New Business: N/A
- ITEM 7 Committee Reports
 - 7a. CRC Finance
 - 7b. CRC Marketing
 - 7c. CRC Operations
- ITEM 8 Comments by Board
- ITEM 9 Next Board Meetings

Tues. September 15, 2020 (Study and Regular) Via Zoom or Teleconference 5:00 PM

- ITEM 10 Executive Session: N/A
- 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.



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REGULAR MEETING MINUTES

August 18, 2020, 6:00 PM

ATTENTION: Protecting the public, our partners, and our staff are of the utmost importance. Due to recent health concerns with the novel Corona-virus, the Park Board has decided to host the meeting Online via Zoom. In accordance with the Governor's Stay at Home Order issued on March 23, 2020, the public is strongly encouraged to participate via teleconference. You can join the zoom meeting for the study session and regular meeting by using the Meeting ID: 893 0887 7065 Password: PenMet0818 or call in at +1 253-215-8782 Password: 8456277215. Meeting agendas can be accessed online at PenMetParks.org. Citizen Comments can be emailed to admin@penmetparks.org by August 17th at 5:00 PM and will be read at the meeting.

Call to Order: The meeting was called to order by Commissioner Hill at 6:00 pm

Commissioners Present:

Maryellen (Missy) Hill Kurt Grimmer Amanda Babich Steve Nixon Staff: Doug Nelson Ed Lewis Eric Guenther Stacie Snuffin Glenn Akramoff Chuck Cuzzetto Joe Missel (Owners Rep)

ITEM 1 Approval of Agenda

Commissioner Grimmer made a motion to approve the agenda, seconded by Commissioner Nixon. The agenda was approved with a 4-0 vote.

ITEM 2 Citizen Comments

There were no citizen comments. President Hill used the time to thank and recognize two Skyhawks Soccer Coaches, Kendall Saalfeld and Grace Hudson who were on the Zoom meeting, for their help with a pickleball player who had a medical emergency at Sehmel Homestead Park. She also read a thank you letter from a citizen that was present that day. Commissioner Nixon also thanked them.

ITEM 3 Presentations

3a. Director's Report

Executive Director, Doug Nelson reported that PenMet has posted two open positions, one for a Senior Operations Manager and one Groundskeeping position. He also thanked the maintenance crew for doing a wonderful job. He reported that the maintenance crew has an app that notifies first responders of an incident which helped them getting first responders into the park safely. He reported that PenMet is adjusting our



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recreation guide schedule due to Covid-19 which will allow for some more flexibility for the schedule and that PenMet's survey results will be coming out soon. Nelson recognized staff for doing a great job at putting together a drive-in movie night and announced that there will be another on August 27, 2020. President Hill and Nelson discussed the drive-in movie screen and that the movie will be Goonies. Commissioner Nixon gave some information on the app that was used by the maintenance crew to notify first responders which are called PulsePoint. He reported that it tells first responders that there is CPR in progress in a nearby public place. He gave the site where you can find the app which is gigharborfire.org.

3b. Finance Report

Executive Director, Doug Nelson reported that the General Fund is in good shape and that the Recreation Revolving Fund is above budget for activities and below budget on facilities rentals. Nelson reported that the 2019 Capital projects funding is on track and gave a brief financial report on current Capital Projects. He also gave a brief report on camp expenses and revenues.

3c. President's Report

President Hill reported that there will be a Jurassic Parliament Training for Commissioners and Staff on October 10[,] 2020. Hill shared that some of the Board would like to have the opportunity to be able to listen in on some of the different committee meetings to better educate themselves and be more informed on the progress of the CRC (Community Recreation Center) project so that they can better answer constituents' questions and help educate the citizens about the CRC project. Commissioner Grimmer concurred with President Hill and that it would help the Board to be able to better keep PenMet constituents informed and excited about the project.

ITEM 4 Consent Agenda

Commissioner Grimmer made a motion to approve the consent agenda, seconded by Commissioner Babich. The agenda was approved with a 4-0 vote

4a. Approval of the Minutes

8-04-20 Study Session and Regular Minutes

4b. Approval of Vouchers

\$294,764.85 Reference Number: V2020-389-414

ITEM 5 Unfinished Business

5a. Covid-19 Fiscal Update

Executive Director Nelson gave an update on the General Fund, Recreation Revolving Fund, and the monitoring of programming due to Covid-19. He reported registration for activities has been steady. Nelson



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reported that Facilities Coordinator, Aiden Krug has been doing a good job with rentals and making sure safety measures are being taken when citizens are using PenMet rental facilities. He reported that the Maintenance and Operations department budget is on target due to some Covid-19 related budget freezes.

5b. Amendment of Parametrix Contract for Owner Representation Services

Senior Operations Manager, Glenn Akramoff gave a brief background of the Parametrix Contract for owner's representation. Akramoff recommended that the Commission approve the contract amendment. Commissioner Nixon and Akramoff discussed a previous budget forecast for Phase 2 of the contract and the reasons for the cost variances. Commissioner Babich discussed that she had not previously seen the amended contract and that it had not gone through the Operations Committee. Akramoff explained the different roles of the project team and the project managers. Akramoff and Babich discussed the amended contract's previous version of the contract. President Hill inquired if there was a way to modify to extend the current contract to allow more time to review the amended contract. Owners Rep, Parametrix, and Akramoff discussed the options to move forward. Commissioners discussed having a special meeting or possible other options. Commissioner Nixon discussed previous budget discussions and having a special meeting. Akramoff made the recommendation to sign a contract for services with Parametrix for up to \$25,000 which would buy PenMet some time to get to the September 1st Board Meeting. Commissioner Grimmer made the motion to approve the contract amendment with Parametrix for Owners Representation Services from design and construction through the warranty period in the amount of \$649,819 for a total not to exceed the amount of \$746,178. Seconded by Commissioner Nixon. The motion did not pass with a 2-2 vote. Commissioner Babich made a motion for staff to enter a contract with Parametrix not to exceed \$25,000 to continue working on the CRC Project until the Board can come back in the next meeting to sign off on the Amended contract. Seconded by Commissioner Grimmer. The motion passed with a 4-0 vote.

ITEM 6 New Business

6a. Steering Committee Selection and Approval

Senior Operations Manager, Glenn Akramoff gave an update on the Steering Committee selection. Commissioner Nixon gave a brief overview of his and Commissioner Babich's review of the Steering Committee applications and the diversity of those applicants. Commissioner Babich made the motion to approve the Steering Committee selection as presented and instruct staff to schedule the Steering Committee meetings. Seconded by Commissioner Hill. The motion passed with a 4-0 vote.



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Akramoff informed the Board that he would reach out to the applicants to let them know who made the Committee as well as other opportunities they have with the CRC project.

6b. Approve A & E Agreement for Driftmier Architects – Arletta Schoolhouse Renovation Design (Resolution R2020-019)

Commissioner Grimmer made the motion to approve Resolution R2020-019 Authorizing the Executive Director to sign all documents related to the A&E Agreement, in substantially the form attached, with Driftmier Architects PS for the Hale Pass Arletta Schoolhouse Renovation. Seconded by Commissioner Babich. Planning and Special Projects Manager, Eric Guenther gave a brief background of the contract. The motion passed with a 4-0 vote.

6c. Background Check Policy Review

Executive Director, Doug Nelson informed the Board that he will send out the Policy mark-ups so that they will see the revisions and be able to approve the changes at the next Board Meeting.

ITEM 7 Committee Reports

7a. CRC Finance

Commissioner Nixon reported that they hadn't met since the last Board Meeting. He reported that the committee is scheduled to meet next week.

7b. CRC Marketing

President Hill reported that they hadn't met since the last Board Meeting. Nelson reported that he had met with Linda Briggs from the Briggs Group and discussed future meetings with her, Commissioners, and staff. Commissioner Grimmer discussed the importance of having a Fundraising Consultant on the project early on and how beneficial the collaboration with the GC/CM and architectural firms will be.

7c. CRC Operating

Commissioner Babich reported that they had a site visit at the existing CRC building and that they had discussed a timeline. Commissioner Nixon discussed the site visit further. Babich reported that they had also met with Sara Fischer with BLRB, at the CRC and discussed the budget, the Bond, and the timeline.

ITEM 8 Comments by Board

ITEM 9 Next Board Meeting

Tues. September 1, 2020 (Study and Regular) Via Zoom or Teleconference 5:00 $\ensuremath{\mathsf{PM}}$

ITEM 10 Executive Session: N/A



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ITEM 11 Adjournment Commissioner Hill adjourned the meeting at 7:25 pm

APPROVED BY THE BOARD ON: _____

President

Clerk



Finance Department District Payment Transmittal

District Name:

Metro Park District-Peninsula

PAYMENT LISTING

Trans Date	District Ref #	Payee Printed Name		Amount
8/14/20	V2020-420	Peninsula Metropolitan Park District		\$54,227.48
8/14/20	V2020-421	Skyhawks Sports Academy Inc.		\$6,730.80
8/14/20	V2020-422	DEPARTMENT OF REVENUE		\$64.50
8/14/20	V2020-422	WILCO		\$114.18
8/14/20	V2020-423	WESTBAY AUTO PARTS		\$203.11
8/14/20	V2020-424	Olympic Landscape LLC		\$62.00
8/14/20	V2020-425	Sarco Supply		\$368.80
8/14/20	V2020-426	DON SMALL & SONS OIL		\$277.18
8/14/20	V2020-427	Pioneer Fire & Security		\$214.46
8/14/20	V2020-428	Madeline Hunter		\$1,601.60
8/14/20	V2020-429	Kelly Darling		\$46.75
8/14/20	V2020-430	LARSEN SIGN CO		\$5,637.87
8/14/20	V2020-431	POA Leasing - PA		\$496.66
8/14/20	V2020-432	Pacific Office Automation Headquarters		\$152.45
8/14/20	V2020-433	HealthEquity		\$100.00
8/14/20	V2020-434	Legal Shield		\$279.20
8/14/20	V2020-435	PARAMETRIX		\$34,330.50
Payment Count: 17			Total Amount:	\$104,907.54

Payment Count: 17 Payment Total: \$104,907.54

CERTIFICATION

I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or labor performed as decribed 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 Date Authorized District Official Signature Date Authorized District Official Signature Authorized District Official Signature Date Authorized District Official Signature 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



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DISTRICT COMMISSION MEMO

To: District Commission

From: Eric Guenther, Planning & Special Projects Manager

Date: September 1, 2020

Subject: Regular Meeting: RCO Grant Projects - Public Comment

Background / Analysis

PenMet Parks has submitted for four Washington State Recreation and Conservation Office (RCO) grant applications:

- 1. Washington Wildlife and Recreation Program Trails (WWRP-TR) for the Cushman Trail 14th Ave to 24th St NW extension for \$500,000.
- 2. Washington Wildlife and Recreation Program Local Parks (WWRP-LP) for the Narrows Park West Acquisition for \$1,000,000 *.
- Land and Water Conservation Fund (LWCF) for the Narrows Park West Acquisition for \$500,000 * (LWCF Federal funding as was used to acquire Narrows Park by Pierce County Parks).
- 4. Youth Athletic Facilities (YAF) category for SHP Turf Replacement for \$350,000. (project estimate \$750,000)
- * PenMet Parks will submit a Pierce County Conservation Futures grant application in 2021 for the \$1,500,000 balance of the Narrows West acquisition (\$3,000,000 total).

The following is a chronology of the RCO grant process:

- Comprehensive Plan due March 1, 2018 (completed 2018)
- Completed grant applications are due by June 1, 2020
- Authorizing Resolution due by May 31, 2020 (Planned for May 19, 2020)
- Technical review June 2020
- Project presentations and evaluations September 2020 (next step)
- The RCO will meet in October-November 2020 to rank the projects, and the list will be published after that, providing a sense of whether the project will be funded or not.
- The State Legislature will meet in 2021 to approve funding for the grant programs
- If the grant application ranks high enough for funding, grant money will be available in the summer/fall of 2021
- The RCO will negotiate agreements for the funded projects after funding is approved.

Purpose

A portion of the evaluation and scoring criteria for the grant includes public support. This public meeting is conducted to collect public comments and document public support for these projects.

Project Review and Comment

1. Cushman Trail 14th Ave to 24th St NW Extension

The Cushman Powerline Trail follows the Tacoma Public Utilities' Potlatch (aka • Cushman) transmission line route which runs from Lake Cushman on the western edge of the Olympic Mountains to Tacoma. The currently developed portion of the trail runs 6.2 miles, from 14th Ave, just south of the City of Gig Harbor, to the northern edges of Gig Harbor. The Cushman Trail is used for everything from commuter cyclists, to skaters, and family recreation with strollers, as they connect to the Tacoma Narrows Bridge. This project will extend the trail further south, toward the Narrows, from 14th Ave NW, to 24th St NW, using the west side of the future PenMet Community Recreation Center (CRC, 2416 14th Ave). This trail route will avoid the ingress/egress traffic for the Recreation Center from 14th Ave. The site is a abandoned former golf driving range. Pierce County recently extended the Cushman Trail southward from its previous south terminus (where the power line crosses 14th Ave), further south along the west side of 14th Ave, to its new temporary terminus at the northeast corner of the CRC project site. The trail extension in this application will enable the trail to reach the 24th St, Highway 16 overpass at the westbound exit ramp's traffic signal.

The 1/2 mile of trail will be 12 feet wide with an asphalt surface, trailhead parking, benches, bike racks, and landscaping. This project will expand trail activities in this area and create a safer route and experience for all trail users.

- See attached Map & Fact Sheet
- Questions & Comments

2. Narrows Park West Acquisition (LP)

 The Narrows Park West Acquisition will acquire 116 acres of forested land, uphill and adjacent to Narrows Park, which was acquired through the LWCF as Project 96-055 Acq, Tacoma Narrows. The property includes 350 feet of shoreline on the Tacoma Narrows, extending Narrows Park shoreline to almost 1600 feet. The property includes a seasonal drainage stream, rolling uplands, steep banks to the water, and some flatter upland areas for recreation purposes. Several older roads can serve as the basis for a trail system accommodating hiking or mountain biking. Additional recreation opportunities might include disc golf.

The community watched for years as the property was prepared for a housing development. But now, the ability to place these lands into public ownership is a tremendous opportunity for the community.

- See attached Map & Fact Sheet
- Questions & Comments

3. Narrows Park West Acquisition (LWCF)

• The Narrows Park West Acquisition will acquire 116 acres of forested land, uphill and adjacent to Narrows Park, which was acquired through the LWCF as Project 96-055 Acq, Tacoma Narrows. The property includes 350 feet of shoreline on the Tacoma Narrows, extending Narrows Park shoreline to almost 1600 feet. The property includes a seasonal drainage stream, rolling uplands, steep banks to the water, and some flatter upland areas for recreation purposes. Several older roads can serve as the basis for a trail system accommodating hiking or mountain biking. Additional recreation opportunities might include disc golf.

The community watched for years as the property was prepared for a housing development. But now, the ability to place these lands into public ownership is a tremendous opportunity for the community.

- See attached Map & Fact Sheet
- Questions & Comments

4. Sehmel Homestead Park Turf Replacement

This project will help pay for replacing the synthetic turf playing surface at Sehmel Homestead Park's soccer/football/lacrosse multipurpose field, Phase 2 in the overall upgrade project (10123 78th Ave NW, Gig Harbor). Phase 1 involved the addition of lighting to this field in 2019-20. The turf was installed in 2010, and is within a year, at most two years, of its functional lifespan. The field is showing wear issues typical of fields this age. The turf fibers exhibit wear and are lying flat in many areas, which makes it difficult for Staff to add additional infill to maintain a safe cushioning level. The field drains very slowly - often standing water is present during heavier rains, causing events to be halted or postponed. Visual inspections from Staff and outside consultants have failed to identify a cause, but it is likely associated with either the deterioration over time of the infill (a typical occurrence on fields this age) or an issue with the subsurface drainage system. There are existing patched areas where the turf was damaged by repetitive use, an issue typically found on fields this age. Youth sports and their respective seasons include fall soccer, regular and flag football, winter soccer, spring soccer and lacrosse, spring flag football, and summer camps (less than 1% adult use).

Replacing the turf surface will address most of these issues, and the project will resolve the drainage problem which is included in the scope of work for this grant application.

- See attached Map & Fact Sheet
- Questions & Comments

Conclusion

- Any additional questions or comments?
- Thank you for your participation and contributions.

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 <u>EGuenther@PenMetParks.org</u>



Project Factsheet Report

1

20-1867, Dev, Peninsula Metropolitan Park Cushman Trail 14th Ave to 24th St NW, RCO Grant Request: \$500,000

BASICS

FUNDING

Costs			Sponsor Match Bi	reakdown	st ct NW - 29th St NW - 27th St ct NW - 27th St ct NW -
RCO Sponsor	\$500,000	47%	Appropriation - Local	\$560,000	HCHW E
Match	\$560,000	53%	Total	\$560,000	24th St NW
Total	\$1,060,000	100%			Stone of the

Minimum match required 25.00%

DESCRIPTION

The Cushman Powerline Trail follows the Tacoma Public Utilities' Potlatch (aka Cushman) transmission line route which runs from Lake Cushman on the western edge of the Olympic Mountains to Tacoma. The currently developed portion of the trail runs 6.2 miles, from 14th Ave, just south of the City of Gig Harbor, to the northern edges of Gig Harbor.

The Cushman Trail is used for everything from commuter cyclists, to skaters, and family recreation with strollers, as they connect to the Tacoma Narrows Bridge.

This project will extend the trail further south, toward the Narrows, from 14th Ave NW, to 24th St NW, using the west side of the future PenMet Community Recreation Center (CRC, 2416 14th Ave). This trail route will avoid the ingress/egress traffic for the Recreation Center from 14th Ave. The site is a abandoned former golf driving range.

Pierce County recently extended the Cushman Trail southward from its previous south terminus (where the power line crosses 14th Ave), further south along the west side of 14th Ave, to its new temporary terminus at the northeast corner of the CRC project site. The trail extension in this application will enable the trail to reach the 24th St, Highway 16 overpass at the westbound exit ramp's traffic signal.

The 1/2 mile of trail will be 12 feet wide with an asphalt surface, trailhead parking, benches, bike racks, and landscaping. This project will expand trail activities in this area and create a safer route and experience for all trail users.

LOCATION

County, City, Water bodies

County: Pierce

METRICS/COSTS

OVERALL PROJECT METRICS

TRAIL OVERVIEW

Total length of trail developed/renovated in the project Enter the total length of trail developed in this project. Include both new trail miles and miles of existing trail that are renovated.	0.50
Designed trail use The designed use determines the design, construction, and maintenance parameters for the trail. Each trail or trail segment may have only 1 designed use. SITES IMPROVED	Bicycle
Project acres developed Enter the number of acres that this project will develop (to nearest 0.01 acre).	1.40
Project acres renovated Enter the number of acres this project will renovate (to nearest 0.01 acre).	1.40

DEVELOPMENT METRICS

Worksite: Cushman Trail 14th Ave to 24th St NW (#1)

COSTS_

Category	Work Type	Estimated Cost Note
General Site Improvements	Install fencing/barriers	
General Site improvements	0,	\$52,000
	Install lighting (general security)	\$130,000
	Install signs/kiosk	\$12,000
	Install site furnishings	\$21,000
	Landscaping improvements	\$90,000
Permits	Obtain permits	\$20,000
Site Preparation	General site preparation	\$235,000
Trailheads	Trailhead Development	\$65,000
Trails	Trail development	\$315,000
Utilities	Install stormwater system	\$30,000
	Subtotal:	\$970,000
Admin, Architecture, and Engineering		\$90,000
	Total Estimate For Worksite:	\$1,060,000

METRICS

GENERAL SITE IMPROVEMENTS

Install fencing/barriers

Total cost for Install fencing/barriers

\$52,000

Select the fencing types

Install site furnishings

Chain link fencing

Note: Four foot chain link fencing to maintain separation from trail users and the parking areas, as well as other, nearby, non-trail activity areas. Standard, commercial-grade 1.5" x 1.5" fabric, fusion-bonded black pvc coating, with top rail and bottom tensionwire. Gaps in the fencing will provide access to the trail at major access points. There is one pedestrian trail-crossing that will have a gate and safety signage installed (see description for barrier notes).

Linear feet of fencing/barriers installed	1,300
Number in feet of fence height	1
Select the barrier types	Gates
	Note: One, user-activated gate/restricted trail crossing will be provided at one location: where pedestrians will cross the trail to use a mini-golf facility. The crossing will be signed, the pavement will be marked at 100 ft. intervals up to 300 ft. prior to the crossing, and warning signs will be erected for both cyclists and pedestrian safety.
Install lighting (general security)	
Total cost for Install lighting (general security)	\$130,000
Number of general security lights installed	15
Install signs/kiosk	
Total cost for Install signs/kiosk	\$12,000

Directional / wayfinding signs 10	TOTAL COST TOT HISTAIL SIGHS/ KIOSK		ŞIZ,000
Informational signs 4 Other signs 2	Enter the number of signs / kiosks		Number
Other signs 2		Directional / wayfinding signs	10
		Informational signs	4
Total 16		Other signs	2
		Total	16

instat site runnshings	
Total cost for Install site furnishings	\$21,000
Select the site furniture / amenities	Benches
	Bike racks
	Drinking fountains
	Picnic tables
	Recycling/Trash receptacles
Landscaping improvements	

Total cost for Landscaping improvements	\$90,000
Acres of landscaped area	1.00

Select th	haland	scano f	oaturos
Select li	le tanu	scaper	eatures

Grass/turf Irrigation Native vegetation Trees/shrubs

SITE PREPARATION	
General site preparation	
Total cost for General site preparation	\$235,000
Acres of site preparation	1.40
Number of trail miles for site preparation	0.50
Buildings / structures to be demolished	An 1,800 sf of an existing 17,000 sf metal building located on site, will be demolished to provide trail access. The section to be removed is a two-story metal platform used for driving range tees.
Select the site preparation activities	Demolition General site prep activities
	Mobilization
	Surveying

TRAILHEADS

Trailhead Development		
Total cost for trailhead development	\$65,000	
Number of parking stalls	NumberStandard vehicle10ADA2Total12	
Parking surface	Asphalt	
Parking enhancements	ADA loading ramp Curbs Security lighting Striping Wheel stops	

TRAILS

Trail development	
Total cost for Trail development	\$315,000
Miles of hard surfaced trail developed / renovated by surface type Asphalt Total Optional	Miles 0.50 0.50
Is this a dual tread trail Optional	No

Trail design profile	Tread width (feet) Shoulder width (feet) Cross-slope (percent) Running slope (percent) <i>Optional</i>	Number 12 4 2 1
Select the trail structures	Retai	ning walls
Number of at-grade road / street crossings in this project	Optional	0
Controls used for road / street crossings	No road / street <i>Optional</i>	crossings
Project involve painting, striping, or other trail/pavement marking (yes/no)	Yes	
UTILITIES		
Install stormwater system		
Total cost for Install stormwater system		\$30,000
Select the stormwater utilities	Storm	water line
PERMITS		
Obtain permits		
Total cost to Obtain permits		\$20,000
ARCHITECTURAL & ENGINEERING		
Architectural & Engineering (A&E)		
Total cost for Architectural & Engineering (A&E)		\$90,000
Trail design standards used	WSDOT Shared-Use Path C Americans with Disabilities Act - 202	

Total Development Cost

\$1,060,000

PERMITS

Permit Name	Received	Comment
Building Permit	No	Building permit needed for small retaining walls, to be included in final design.
Clear & Grade Permit	No	Actual permit numbers to be determined during final design.

PROJECT PROPOSAL

PROPOSAL QUESTIONS

#1: Does this application contain state, federal or other grants as part of the "sponsor match"? If "yes," name the grant(s) and date grant will be available.

No

Review			

ATTACHMENTS

RELEVANT DOCUMENTS

File Type	Attach Date	Attachment Type	Title
A	08/15/2020	Project Support / Concern Documents	20-1867 Cushman Trail Project Support 200810b.pdf
A	05/29/2020	Map: Trail and or Facility Map	20-1867D_TrailMap_05-29-2020.pdf
Å	05/29/2020	Site Plan: Development site plan	20-1867D_DevelopmentSitePlan_05-29-2020.pdf



PenMet Parks

Trail Map WWRP-Trails 20-1867 Dev: Cushman Trail 14th Ave to 24th St NW Peninsula Metropolitan Park District NORTH



Project Factsheet Report

20-1782, Acq, Peninsula Metropolitan Park Narrows Park West LP Acquisition, RCO Grant Request: \$1,000,000

BASICS

FUNDING

Costs Sponsor Match Breakdown			eakdown	•	Cloth	
RCO	\$1,000,000	32%	Conservation	\$1,640,000		Idi CII NIN
Sponsor Match	\$2,140,000	68%	Futures Grant - RCO LWCF	\$500,000		
Total	\$3,140,000	100%	Total	\$2,140,000	MN O	
					Av	

Minimum match required 25.00%

DESCRIPTION

The Narrows Park West Acquisition will acquire 116 acres of forested land, uphill and adjacent to Narrows Park, which was acquired through the LWCF as Project 96-055 Acq, Tacoma Narrows. The property includes 350 feet of shoreline on the Tacoma Narrows, extending Narrows Park shoreline to almost 1600 feet. The property includes a seasonal drainage stream, rolling uplands, steep banks to the water, and some flatter upland areas for recreation purposes. Several older roads can serve as the basis for a trail system accommodating hiking or mountain biking. Additional recreation opportunities might include disc golf.

The community watched for years as the property was prepared for a housing development. But now, the ability to place these lands into public ownership is a tremendous opportunity for the community.

LOCATION

County, City, Water bodies

County: Pierce

METRICS/COSTS

OVERALL PROJECT METRICS

PROJECT ACQUISITION

Acquisition Primary Purpose Select the primary purpose(s) for the property being acquired.

Developed Recreation

ACQUISITION

Worksite #: Property Name	Acres to be Acquired	Acreage Types	Cost Estimate
#1: SBI Property 116		Riparian (6.00) Tidelands (4.00) Uplands (100.00) Wetlands (6.00)	\$3,140,000
		Total Acquisition Cost	\$3,140,000

ACQUISITION COST ESTIMATE DETAILS

Property: SBI Property (Worksite #1: Narrows Park West)

Work Type	Estimated Cost
Appraisal	\$12,000
Appraisal Review	\$5,000
Closing, Recording, Taxes, Title	\$5,000
Cultural resources (Acq)	\$8,000
Environmental Audits	\$20,000
Land	\$3,000,000
Noxious weed control	\$2,000
Signs (Acq)	\$2,000
Survey (Acq)	\$6,000
Subtotal:	\$3,060,000
Administration:	\$80,000
Total Estimate For Property:	\$3,140,000

Summary

Total Estimated Costs Without Admin:	\$3,060,000
Total Estimated Admin:	\$80,000
Total Estimated Acquisition Costs:	\$3,140,000

WORKSITE METRICS

PERMITS

Permit Name

Received

No

Comment

None - No permits Required

Page 2 of 4

PROJECT PROPOSAL

PROPOSAL QUESTIONS

#1: Does this application contain state, federal or other grants as part of the "sponsor match"? If "yes," name the grant(s) and date grant will be available.

Yes

LWCF and Pierce County Conservation Futures

ATTACHMENTS

PHOTOS (JPG, GIF)



429019 Primary

RELEVANT DOCUMENTS

File Type	Attach Date	Attachment Type	Title
لم	08/14/2020	Project Support / Concern Documents	20-1782 LP Narrows West Acquisition Project Support 200810.p
X	08/10/2020	Project Support / Concern Documents	Narrows West Support Letters.pdf
X	05/28/2020	Map: Parcel map	20-1782 Narrows Park Parcel Map.pdf
	05/28/2020	Map: Parcel map	Soundbuilt Parcel Map for RCO.jpg



Project Application Report

PROJECT: 20-1798 ACQ, NARROWS PARK WEST LWCF ACQUISITION Sponsor: Peninsula Metropolitan Park Program: Land and Water Conservation Status: Application Resubmitted

Parties to the Agreement



SECONDARY SPONSORS

No records to display

Project Contacts

Contact Name Primary Org	Project Role	Work Phone	Work Email
Beth Auerbach Rec. and Conserv. Office	Project Manager	(360) 280-6103	Beth.Auerbach@rco.wa.gov
<u>Eric Guenther</u> Peninsula Metropolitan Park	Project Contact	(253) 858-3400 1222	eguenther@penmetparks.org

Worksites & Properties



Worksite Map & Description

Worksite #1: Narrows Park West

WORKSITE ADDRESS

Street Address2200 Stone Drive NW (approximate)City, State, ZipGig HarborWA98335



Worksite Details

Worksite #1: Narrows Park West

SITE ACCESS DIRECTIONS

From Tacoma Exit State Highway 16 at 24th St NW Head west on 24th St NW, 0.2 mi Turn left onto Jahn Ave NW for 0.2 mi Turn right onto Stone Dr NW for 0.5 mi Arrive at 2200 Stone Dr NW (approximate address) On south side.
From Kitsap County direction, head southeast on WA-16 E to Exit 9 for 36th St NW toward Tacoma Narrows Airport, 0.2 mi. Continue to follow 36th St, 0.5 mi At the traffic circle, take the 3rd exit onto Point Fosdick Dr, 1.2 mi At the traffic circle, take the 3rd exit onto Stone Dr NW, 0.5 mi Arrive at 2200 Stone Dr NW (approximate address) On south side.

Questions

#1: Give street address for this worksite if available.

2200 Stone Dr NW (approximate address)

Project Location

RELAT	ED PROJEC	TS			
Project	ts in PRISM				
PRISN Numb	-	roject Name	Current Status	Relationship Type	Notes
No rela	ated project s	selected			
Related	l Project No	tes			
Questic #1:	Does the pro	oject site or project bour nore? If yes, name the			r town with a population y Map under the
	Attachment	Tab in PRISM.			
		No	 		
#2:		t on State Owned Aqua etermination. Aquatic D		ngton State Departme	ent of Natural Resources
	No	Confirm			

Property Details

Property: SBI Property (Worksite #1: Narrows Park West)

Project Proposal

Project Description

The Narrows Park West Acquisition will acquire 116 acres of forested land, uphill and adjacent to Narrows Park, which was acquired through the LWCF as Project 96-055 Acq, Tacoma Narrows. The property includes 350 feet of shoreline on the Tacoma Narrows, extending Narrows Park shoreline to almost 1600 feet. The property includes a seasonal drainage stream, rolling uplands, steep banks to the water, and some flatter upland areas for recreation purposes. Several older roads can serve as the basis for a trail system accommodating hiking or mountain biking. Additional recreation opportunities might include disc golf.

The community watched for years as the property was prepared for a housing development. But now, the ability to place these lands into public ownership is a tremendous opportunity for the community.

Project Questions

#1: How and when will the site be made open and accessible for public outdoor recreation use (signing, site improvements, parking, etc.)?

Once acquired, trail use will be allowed. Other improvements including on-site parking will require design, permitting, and construction after funding identified.

#2: Describe the development plans for the site within the next three (3) years. If applicable, describe any plans to phase development.

Once acquired, the trail system will be expanded to connect to important adjacent areas including Narrows Park. Subsequent phases of development will follow a public process to address needs in the District's recreational facilities and offerings.

#3: Explain any existing non-recreational or non-public uses that will continue and/or will be allowed within the project area boundary (e.g. life estate, agricultural, grazing leases, etc.).

None

#4: Is this project scope part of a larger effort not reflected in the project application? If so, briefly describe the larger effort, funding amount(s) and source(s).

No larger acquisition effort, but this acquisition will expand the adjacent property holding, Narrows Park.

#5: Describe the nature of any existing rights-of-way, easements, reversionary interests, etc. to the project area.

There are no known restrictions on the property.

#6: Does this application include eligible pre-agreement costs (for definitions, see RCO Manual 3: Acquisition Projects and/or 4: Development Projects)?

Yes

#6a: List work items you plan to start or have already started.

Pre-agreement costs may include survey, ecological assessment, appraisal, legal fees, and administrative expenses.

#7: Do you plan to restrict or limit general public availability or use of the site in any way? If yes, describe the type of restriction, the portion of the project area that will be restricted (an illustrative map may be requested), and the reason(s) the public will be restricted.

No

#8: Does this application contain state, federal or other grants as part of the "sponsor match"? If "yes," name the grant(s) and date grant will be available.

~ ~ /	6
Y	es

WWRP-LP and Pierce County Conservation Futures

#9: Do plans exist for interim non-public use of the project site? If yes, explain the interim non-public use and whether or not income will be derived through that use:

No

Acquisition Metrics

Property: SBI Property (Worksite #1: Narrows Park West)

REAL PROPERTY ACQUISITION		
Land		
Total cost for Land	\$	\$3,000,000
Acres by Acreage Type (fee simple)	Riparian	Acres 6.00
	Tidelands	4.00
	Uplands	100.00
	Wetlands	6.00
	Total	116.00
Acres zoned as agricultural land		0
Existing structures on site	No struct	ures on site
Market value of property improvements		\$0
Date available for public use		8/1/2022
INCIDENTALS		
Agency Indirect (Acq)		
Total cost for Agency Indirect (Acq)		\$32,000
Cultural resources (Acq)		
Total cost for Cultural resources(Acq)		\$8,000
Restoration or development plans (yes/no)	Yes	
Environmental Audits		
Total cost for environmental audits		\$20,000
ADMINISTRATIVE COSTS (ACQ)		
Administrative costs (Acq)		
Total cost for Administrative costs (Acq)		\$40,000

Overall Project Metrics

PROJECT ACQUISITION	
Acquisition Primary Purpose	Developed Recreation
	Open Space
	Public Access
COMPLETION DATE	
Projected date of completion	3/31/2023

ACQUISITION COST ESTIMATES

Property: SBI Property (Worksite #1: Narrows Park West)

Work Type	Estimated Cost	Property Value Determination: Appraised/Reviewed Value
Agency Indirect (Acq)	\$32,000	
Cultural resources (Acq)	\$8,000	
Environmental Audits	\$20,000	
Land	\$3,000,000	
Subtotal:	\$3,060,000	
Administration:	\$40,000	
Total Estimate For Property:	\$3,100,000	
Summary		

Total Estimated Costs Without Admin:	\$3,060,000
Total Estimated Admin:	\$40,000
Total Estimated Acquisition Costs	\$3,100,000
00313.	

Cost Summary

	Estimated Cost	Project %	Admin/AA&E %
Acquisition Costs			
Land/Incidentals	\$3,060,000		
Admin	\$40,000		1.32 %
SUBTOTAL	\$3,100,000	100.00 %	
Total Cost Estimate	\$3,100,000	100.00 %	

Funding Request and Match

FUNDING PROGRAM

Land and Water Conservation	\$500,000	16.13 %

SPONSOR MATCH

Category		Amount	Project %
Conservation Futures		\$1,600,000	
Grant - RCO WWRP		\$1,000,000	
	Match Total:	\$2,600,000	83.87 %
Total Funding Request:		\$3,100,000	100.00 %

Cultural Resources

Worksite #1: Narrows Park West

#1: Provide a description of the project actions at this worksite (acquisition, development and/or restoration activities that will occur as a part of this project)

Acquisition

#2: Describe all ground disturbing activities (length, width and depth of disturbance and equipment utilized) that will take place in the Area of Potential Effect (APE). Include the location of any construction staging or access roads associated with your project that will involve ground disturbance.

Acquisition only. Subsequent phase will include trails, and other light impact recreation such as disc golf.

#3: Describe any planned ground disturbing pre-construction/restoration work. This includes geo-technical investigation, fencing, demolition, decommissioning roads, etc.

Clearing existing trail system.

#4: Describe the existing project area conditions. The description should include existing conditions, current and historic land uses and previous excavation/fill (if depths and extent is known, please describe).

Property is primarily forested, although current owner is expected to undertake a thinning logging operation.

#5: Will a federal permit be required to complete the scope of work on the project areas located within this worksite?

Unknown

#6: Are you utilizing Federal Funding to complete the scope of work? This includes funds that are being shown as match or not.

No

No

No

#7: Do you have knowledge of any previous cultural resource review within the project boundaries during the past 10 years?

No, but will confirm with owner.

#8: Is the worksite located within an existing park, wildlife refuge, natural area preserve, or other recreation or habitat site?

Adjacent to Narrows Park

- #9: Are there any structures over 45 years of age within this worksite? This includes structures such as buildings, tidegates, dikes, residential structures, bridges, rail grades, park infrastructure, etc.
 No
- #10: Describe any ground disturbing activities that you plan to undertake within the next 5 years (separate from this project).

Trail clearing and expansion to trail system, and other low impact recreation such as disc golf.

#11: Describe existing worksite site conditions. The answer to this question will be used in cultural resource consultation so please provide detailed information.

Raw forest with wetlands.

Project Permits

Permits and Reviews None - No permits Required Issuing Organization

Applied Date

Received e Date Expiration Date

Permit #

Attachments

Required Attachments	8 out of 8 done
Applicant Resolution/Authorizations	\checkmark
Landowner acknowledgement form	\checkmark
Map: Area of Potential Effect (APE)	\checkmark
Map: Parcel map	\checkmark
Map: Population Proximity	\checkmark
Photo	\checkmark
RCO Fiscal Data Collection Sheet	\checkmark
Site Plan: Conceptual Site Plan	\checkmark

PHOTOS (JPG, GIF)

Photos (JPG, GIF)



PROJECT DOCUMENTS AND PHOTOS Project Documents and Photos

File Type	Attach Date	Attachment Type	Title	Person	Fil As
Å	08/14/2020	Project Support / Concern Documents	20-1798 LWCF Narrows West Acquisition Project Support 200810	EricG	20 Ac 44
×	08/10/2020	Project Application Report	Project Application Report, 20-1798A (sub 08/10/20 21:20:28)	EricG	Pr (si 44
×	08/10/2020	Project Support / Concern Documents	Narrows West Support Letters.pdf	EricG	Na 44
¥	07/29/2020	Applicant Resolution/Authorizations	R2020-009 Authoriz RCO 20-1798 A Narrows Park West LWCF.pdf	EricG	R2 Na
×	07/02/2020	Application Review Report	Grant Manager Comments Report, 20- 1798A(rtnd 07/02/20 16:03:	BethA	Gr 17 43
P	06/24/2020	Evaluation: Project presentation - Tech Review Mtg	Narrows West 20-1798 A LWCF.pptx	EricG	Na 43
×	06/01/2020	Project Application Report	Project Application Report, 20-1798A (submitted 06/01/20 16:	EricG	Pri (su 43
X	06/01/2020	RCO Fiscal Data Collection Sheet	FiscalDataCollectionSheet 200531.pdf	EricG	Fis 43
A	05/31/2020	Map: Population Proximity	Map Population Proximity.pdf	EricG	Ma
×	05/31/2020	Site Plan: Conceptual Site Plan	20-1798 Narrows Park Conceptual Site Plan Map.pdf	EricG	20 Pla
) NS	05/31/2020	Map: Parcel map	20-1798 Narrows Park Parcel Map.pdf	EricG	20 43
Å	05/31/2020	Map: Area of Potential Effect (APE)	20-1798 Narrows Park APE Map.pdf	EricG	20 43
	05/31/2020	Photo	20-1798 Narrows Park Site Photo (4).jpg	EricG	20 (4)
	05/31/2020	Photo	20-1798 Narrows Park Site Photo (3).jpg	EricG	20 (3)
	05/31/2020	Photo	20-1798 Narrows Park Site Photo (2).jpg	EricG	20 (2)
	05/31/2020	Photo	20-1798 Narrows Park Site Photo (1).jpg	EricG	20 (1)
	05/31/2020	Map: Parcel map	Soundbuilt Parcel Map for RCO.jpg	EricG	Sc 43
No.	05/29/2020	Landowner acknowledgement form	Landowner Acknowledgement form 1798 signed.pdf	EricG	La sig

File Name, Number Associations 20-1798 LWCF Narrows West Acquisition Project Support 200810.pdf, 444162	Shared ✓
Project Application Report - 20-1798 (submitted 08-10-2020_21-20-28).pdf, 443542	√
Narrows West Support Letters.pdf, 443541	\checkmark
R2020-009 Authoriz RCO 20-1798 A Narrows Park West LWCF.pdf, 440577	\checkmark
Grant Manager Comments Report - 20- 1798 (rtnd 07-02-2020_16-03-23).pdf, 437145	\checkmark
Narrows West 20-1798 A LWCF.pptx, 435375	\checkmark
Project Application Report - 20-1798 (submitted 06-01-2020_16-27-15).pdf, 432361	\checkmark
FiscalDataCollectionSheet 200531.pdf, 432070	
Map Population Proximity.pdf, 431754	\checkmark
20-1798 Narrows Park Conceptual Site Plan Map.pdf, 431752	~
20-1798 Narrows Park Parcel Map.pdf, 431750	\checkmark
20-1798 Narrows Park APE Map.pdf, 431749	\checkmark
20-1798 Narrows Park Site Photo (4).jpg, 431747	\checkmark
20-1798 Narrows Park Site Photo (3).jpg, 431746	\checkmark
20-1798 Narrows Park Site Photo (2).jpg, 431744	\checkmark
20-1798 Narrows Park Site Photo (1).jpg, 431743	\checkmark
Soundbuilt Parcel Map for RCO.jpg, 431722	\checkmark
Landowner Acknowledgement form 1798 signed.pdf, 430027	

RCO Staff Scores

Criteria	Score	Score Range	Basis	Applicant Challenge	RCO Response
Applicant Compliance	0	-2.0 to 0.0	No known compliance issues and no unapproved conversions		
Proximity to People (City/UGA)	0	0.0 to 1.5	Not in city with required population		
Proximity to People (County)	1.5	0.0 to 1.5	Pierce County - 492.04		

Application Status

Application Due Date: 06/01/2020

Status Name	Status Date	Submitted By	Submission Notes
Application Resubmitted	08/10/2020	Eric Guenther	
Application Returned	07/02/2020	Beth Auerbach	
Application Submitted	06/01/2020	Eric Guenther	
Preapplication	05/13/2020		

I certify that to the best of my knowledge, the information in this application is true and correct. Further, all application requirements due on the application due date have been fully completed to the best of my ability. I understand that if this application is found to be incomplete, it will be rejected by RCO. I understand that I may be required to submit additional documents before evaluation or approval of this project and I agree to provide them. (Eric Guenther, 08/10/2020)

Date of last change: 08/10/2020


Narrows Park West LP Acquisition

Conceptual Site Plan

WWRP Local Parks: 20-1782 ACQ

PenMet Parks



Similar Property Appraisal (2019) at \$25,000/acre = \$2,900,000

Currently platted for 23 homes

Two Eagle Nests 💃







Project Factsheet Report

Sehmel Dr NW

20-1560, Dev, Peninsula Metropolitan Park Sehmel Homestead Park Turf Replacement, RCO Grant Request: \$350,000

BASICS

FUNDING

Costs			Sponsor Match Breakdown		
RCO Sponsor	\$350,000	35%	Appropriation - Local	\$637,466	101at St. NW
Match	\$637,466	65%	Total	\$637,466	Comments the Fair
Total	\$987,466	100%			-95th SLCL NA
					2

Minimum match required 25.00%

DESCRIPTION

This project will help pay for replacing the synthetic turf playing surface at Sehmel Homestead Park's soccer/football/lacrosse multipurpose field, Phase 2 in the overall upgrade project (10123 78th Ave NW, Gig Harbor). Phase 1 involved the addition of lightng to this field in 2019-20. The turf was installed in 2010, and is within a year, at most two years, of its functional lifespan.

The field is showing wear issues typical of fields this age. The turf fibers exhibit wear and are laying flat in many areas, which makes it difficult for Staff to add additional infill to maintain a safe cushioning level. The field drains very slowly - often standing water is present during heavier rains, causing events to be halted or postponed. Visual inspections from Staff and outside consultants have failed to identify a cause, but it is likely associated with either the deterioration over time of the infill (a typical occurrence on fields this age) or an issue with the subsurface drainage system. There are existing patched areas where the turf was damaged by repetitive use, an issue typically found on fields this age.

Youth sports and their respective seasons include fall soccer, regular and flag football, winter soccer, spring soccer and lacrosse, spring flag football, and summer camps (less than 1% adult use).

Replacing the turf surface will address most of these issues, and the project will resolve the drainage problem which is included in the scope of work for this grant application.

LOCATION

County, City, Water bodies

County: Pierce

METRICS/COSTS

OVERALL PROJECT METRICS

SITES IMPROVED

DEVELOPMENT METRICS

Worksite: Sehmel Homestead Park (#1)

COSTS

Category	Work Type	Estimated Cost Note
Athletic Fields	Multi-purpose field development	\$720,631
Cultural Resources	Cultural resources	\$5,000
Permits	Obtain permits	\$3,000
Site Preparation	General site preparation	\$148,100
Utilities	Install stormwater system	\$65,735
	Subtotal:	\$942,466
Admin, Architecture, and Engineering		\$45,000
	Total Estimate For Worksite:	\$987,466

METRICS

ATHLETIC FIELDS

Multi-purpose field development	
Total cost for Multi-purpose field development	\$720,631
Number of multi-purpose fields	New: 0, Renov: 1
Number of multi-purpose fields with lighting	New: 0, Renov: 1
Number of multi-purpose fields by surface type	NumberSynthetic1Total1
Primary users of multipurpose fields	Youth
Select the recreational uses of multi-purpose fields	Football Lacrosse Rugby Soccer
Select the mult-nurnose field renovation elements	Add/replace irrigation/drainage

Select the mult-purpose field renovation elements	Add/replace irrigation/drainage
	Add/replace turf

SITE PREPARATION

General site preparation	
Total cost for General site preparation	\$148,100
Acres of site preparation	2.37
Buildings / structures to be demolished	Not Applicable

08/

Demolition
General site prep activities
Mobilization
Surveying

Traffic control

UTILITIES	
Install stormwater system	
Total cost for Install stormwater system	\$65,735
Select the stormwater utilities	Stormwater line
CULTURAL RESOURCES	
Cultural resources	
Total cost for Cultural resources	\$5,000
Acres surveyed for cultural resources	2.37
PERMITS	
Obtain permits	
Total cost to Obtain permits	\$3,000
ARCHITECTURAL & ENGINEERING	
Architectural & Engineering (A&E)	
Total cost for Architectural & Engineering (A&E)	\$45,000

PERMITS

Permit Name	Received	Comment
None - No permits Required	No	

PROJECT PROPOSAL

PROPOSAL QUESTIONS

#1: Does this application contain state, federal or other grants as part of the "sponsor match"? If "yes," name the grant(s) and date grant will be available.

No

EVALUATION CRITERIA QUESTIONS

08

08/

#1: NEED AND NEED SATISFACTION What is the community's need for the proposed youth athletic facility? To what extent will the project satisfy the needs in the service area?

The Peninsula Metropolitan Park District (District) serves unincorporated areas of Pierce County on the Gig Harbor Peninsula. The District's Service Area encompasses approximately 52 square miles of rural and suburban lands, with a population of approximately 41,394. The District's facilities also serve the City of Gig Harbor, with a population of 10,320, for a total Service Area population of 51,714. Based on 2010 census statistics for the District, approximately 23.5% or 11,589 Service Area residents are under 18 years of age.

The synthetic turf multipurpose field at Sehmel Homestead Park is the only field in the District's Service Area that provides for full-sized soccer, football, and lacrosse, that is not owned by a school district which controls public access. The field has permanent lines for football and soccer, and two, small-sided soccer fields marked perpendicularly across the field. District staff hand paints lacrosse, and four youth-sized flag football fields during the active seasons.

Inside the District's Service Area there are two other full-sized fields of similar construction (synthetic turf with lights), located at local high schools. There is also one smaller turf field with lights, and one small turf field without lights, also located at schools in the Service Area. Public access to those fields is typically restricted until 7:00 pm or later, making the field at Sehmel Park the only full-sized football /lacrosse/ soccer field available for public use on a regular basis within the District's Service Area.

PenMet's current Park Recreation and Open Space (PROS) Plan identifies the need for three soccer/lacrosse fields and one football field in the District. Development of new fields is many years away, and to address the need, the District initiated a phased upgrade of the grant worksite. Phase 1 utilized a previous RCO YAF Grant (18-1932) to add field lighting to increase use, especially during weeknights from early November to mid-March, and also after dark during the spring and fall.

Phase 2 seeks to use the current grant application to help pay for replacing the synthetic turf playing surface, installed in 2010, that is within a year, at most two years, of its functional lifespan.

The field is showing wear issues typical of fields this age. The turf fibers are worn and laying flat, which makes it difficult for Staff to add additional infill to maintain a safe cushioning level. The field drains very slowly - often standing water is present during heavier rains, causing events to be halted or postponed. Visual inspections from Staff and outside consultants have failed to identify a specific cause, but it is likely associated with either the deterioration over time of the infill (a typical occurrence on fields this age) or an issue with the subsurface drainage system. There are existing patched areas where the turf was damaged by repetitive use, again, an issue typically found on fields this age, and there are locations where the field's base has settled around utility boxes, causing depressions where the edges of the boxes are more exposed.

Replacing the turf surface will address most of these issues, and the project will resolve the drainage problem which is included in the scope of work for this grant application.

PenMet currently provides 890 hours annually for youth recreation on this field. The District provided 425 additional hours with the new field lights, ready to begin use in the fall of 2020. Adults also use the field approximately 13 hours annually, but available time is limited due to the growth of youth sports.

This grant will allow PenMet Parks to replace the existing turf so the combination of the lighting system and the new turf surface will allow the District to meet the established demand deficit for football, lacrosse, and soccer.

#2: DESIGN AND COST ESTIMATE How well is the project designed? How reasonable are the cost estimates, do they accurately reflect the scope of work, and are there enough funds to implement the proposed projects?

Project design is currently at the 35% level, and will be completed and ready for construction prior to grant award. The cost estimate accurately reflects the anticipated scope of work. The project architect has designed and bid at least seven similar projects over the past 3 years, several of which have received RCO grant funding, including two similar projects in 2019.

RCO grant mangers are aware of the architect's ability to meet RCO grant requirements for cost estimating and cost management during construction.

Scope of work is clear, simple, and easily estimated. Estimates have been vetted through experienced synthetic turf vendors to confirm they are thorough and accurate.

#3: SUSTAINABILITY Will the project result in a quality, sustainable, recreational opportunity while protecting the integrity of the environment?

The project maintains current sustainable benefits: **Environmental Integrity**

Reduced Energy Dependence: Eliminate natural grass maintenance; gas /oil consumption nearly eliminated; mechanized maintenance reduced to sweeping; fertilizer, pesticides, and herbicides eliminated.

Natural Systems and Wildlife: Work will take place on an existing field = no decrease of, or new impact to, existing natural areas or wildlife.

Water Conservation/Quality: Watering not required. Stormwater will be treated in bioretention areas. No contamination of runoff by fertilizer, pesticide, or herbicide use. 2,000,000 gallons of water saved annually.

Air Quality: Emissions from maintenance equipment drastically reduced. Used infill from the existing field can be recycled and repurposed; used turf and backing can be repurposed or downcycled. No waste products will be sent to a landfill.

Economic Integrity

Above conservation plus... Maximizes use of recycled materials: infill, synthetic turf, and recycled plastic.

Social Integrity

Provides structured and casual activities to improve health. Racks to promote bicycle use. Equitable Access: Sponsor's scholarship program provides access for all ages, abilities, and means.

Playing surface can be used for adaptive sports.

#4: FACILITY MANAGEMENT Does the applicant have the ability to operate and maintain the facility?

The PenMet Parks recreation department has five FTE's with several seasonal and part-time staff. The maintenance department has seven FTE's with several seasonal, part time staff. The staff assigned to maintain the field is well experienced, and the team leader has experience maintaining athletic fields at the professional level.

The field is maintained by Parks staff, and the maintenance plan includes regular turf sweeping, grooming, inspections, and repairs when necessary. The annual budget includes an allocation to the turf replacement fund as well as a scheduled turf maintenance equipment replacement fund. The District also partners with the local school district to share certain turf maintenance equipment.

A survey conducted in 2017 for the current District PROS Plan found that nearly 90% of respondents were either Satisfied or Somewhat Satisfied with the level of the District's park maintenance.

#5: AVAILABILITY When the project is complete, how often will it be available for competitive youth sports in a calendar year?

The field is available year round for youth sports during daylight hours. Playable hours during fall and winter were limited due to darkness, but the addition of lights (from an RCO YAF grant) added 425 hours of usable time to that inventory.

Ninety-nine percent of scheduled field time is used for youth sports, utilizing 1200 hours per year, since this field is the only available football/soccer/lacrosse field in the District's inventory.

Youth sports and activities take priority in use allocation. Reservations for adults are rare due to limited availability. When the field is not scheduled, it is available for drop-in recreation by the general public.

Sports and their respective seasons include fall soccer, regular and flag football, winter soccer, spring soccer and lacrosse, spring flag football, and summer camps--all youth programs.

The availability of field time is parsed out among groups generally by participant numbers: all requesting organizations get some prime time, and then larger groups fill in remaining time as available. After initial assignments, the remaining time is available for online reservations.

One great partnership for this facility is with the schools renting the field for school practice and competition.

#6:	READINESS TO PROCEED What is the timeline for completing the
	project? Will the sponsor be able to complete the project within 3
	years?

The Sponsor will be able to complete the project within 6 months after the Agreement is executed. Both the Sponsor and their design consultant have experience as a team on a previous, similar RCO-funded project at the park. Both the Sponsor and their design consultant have a consistent track record of successful, on-time, RCO grant-funded projects.

The project will be ready to proceed when funding becomes available in 2021, and will be completed by the end of February 2022.

The timeline is as follows:

<u>Design</u>: currently 35% complete - will be finished by applicant rankings announcement in Fall 2020.

<u>Permitting:</u> will be submitted after the rankings are announced in the fall of 2020. <u>Bidding</u>: 2021 after grant funding is authorized.

<u>Construction</u>: will commence within days after the RCO agreement is signed in the summer/fall 2021.

<u>Project Completion and Grant Closeout:</u> will occur by the end of March 2022.

#7: PROJECT SUPPORT AND PARTNERSHIPS To what extent do users and the public support the project?

There is significant public support for this project, that has grown since the installation of field lighting.

Harbor Soccer Club has offered financial support as well as a commitment to rent additional field time. The other large community youth sports group, the Peninsula Athletic Association (PAA), recently became part of PenMet Parks and their membership has supported this project for years.

Public involvement during the development of the recent PROS Plan was strong with input through focus groups, public meetings, and surveys.

All weather sports fields and lighting was the number 2 out of 8 investment priorities identified in the PROS Plan Survey.

Replacing the turf playing surface is the top priority for the District, in order to take advantage of the extended use hours afforded by the new field lighting system.

The citizen's elected representatives allocate funds annually to offset a portion of the expense for the eventual replacement of the turf.

Letters or Resolution of Support are expected from the City of Gig Harbor, Peninsula School District, and several local youth sports organizations.

ATTACHMENTS

RELEVANT DOCUMENTS

File Type	Attach Date	Attachment Type	Title
L	08/14/2020	Project Support / Concern Documents	20-1560 SHP Turf Project Support 200810.pdf
L	08/10/2020	Project Support / Concern Documents	SHP Turf Support Letters.pdf
X	08/10/2020	Visuals	Visuals- Sehmel Homestead RCO Grant.PDF
<u>A</u>	05/26/2020	Map: Athletic Facility	Athletic Facility Map - Sehmel Homestead RCO Grant_04.pdf
A	05/26/2020	Site Plan: Development site plan	Development Site Plan - Sehmel Homestead RCO Grant_06.pdf

08/



Condition of synthetic turf in areas that receive no use (at fence lines, under bleachers, etc.) showing little to no wear.



Condition of synthetic turf on the playing field and high traffic areas



Turf Showing Signs of Age -Worn Fibers Shortened by Use





Patched Turf Areas

Sehmel Homestead Park Multipurpose Field Turf Replacement

Site Photos





Standing Water On Poorly Draining Field

Field Settlement Around Utility Box at Edge of Field



YAF Large: 20-1560 Dev



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COVID-19 FISCAL UPDATE: September 1, 2020

- Recreation Revolving Fund is currently \$5,000 under budget due to COVID-19 related programming setbacks.
- The Executive Director and Staff have been pro-active in implementing budget modifications to minimize the overall impact to the budget
- Working within the state and local health department guidelines, Staff members have been very creative in their programming approach leading to strong revenue numbers for summer camp offerings and other activities
- The Executive Director and Recreation Staff are meeting to update 2020 Fall and Winter revenue and expense projections
- Staff members have discussed some of the programming challenges we are facing due to the current Phase 2 guidelines
- Concerns have been raised about the potential loss of revenue due to the cancellation or revision of some of our more popular offerings (Basketball, Soccer) but again Staff members have been extremely adaptable in offering alternatives to keep our community active and engaged
- Capital Fund is currently on target with the 2020 budget projection
- General Fund is currently on target with the 2020 budget projection

Please contact Executive Director Doug Nelson at <u>dnelson@penmetparks.org</u> or 253-858-3408 if you have any questions.



P.O. Box 425 Gig Harbor, WA 98333 Office: 253-858-3400 Fax: 253-858-3401 E-mail: <u>Info@PenMetParks.org</u>

DISTRICT COMMISSION MEMO

То:	Peninsula Metropolitan Park District Board of Commissioners
From:	Doug Nelson, Executive Director Elaine Sorensen, Finance & Human Resources
Date:	September 1, 2020

Subject: Approve R2020-022 to Amend the Background Check Policy

Background/Analysis

The attached revision to the policy has been reviewed by the district attorney for PenMet Parks. This resolution would provide for recommended district attorney revisions to the policy regarding the addition of the protection of vendors and persons with developmental disabilities, clarification of the definition of an applicant, the addition of disqualification due to pending charges or crimes and the addition of section eight regarding the district's possible duty to disclose a background check when the law requires it.

Recommendation

Staff recommends that the Board of Park Commissioners approve Resolution R2020-022 amending the existing Background Check Policy.

Policy Implications/Support

- 1. On May 11, 2015 the Board of Park Commissioners adopted Resolution R2015-006 establishing a District Background Checks Policy.
- 2. These policies are to be revised and amended as necessary.
- 3. At their meeting held on September 25, 2017 the Board of Park Commissioners reviewed and approved R2017-011 to amend the 2015 background check policy.
- 4. At their meeting held on August 18, 2020 the Board of Park Commissioners reviewed the proposed revisions to the policy.
- 5. PenMet Parks is committed to providing a safe environment and will take appropriate steps in requiring those who may, in the course of their work or volunteer activity with PenMet Parks, have unsupervised access to children or vulnerable adults, or be responsible for collecting or disbursing cash or processing credit/debit card transactions, to submit to a criminal background check as a condition of their employment, contract for service or volunteer assignment with PenMet Parks.

Motion:

I move to approve Resolution R2020-022 to approve the attached revised Background Check Policy.

Should you have any questions or comments please feel free to contact me at 253.858.3400 ext. 1223 or via e-mail at <u>dnelson@penmetparks.org</u> or <u>esorensen@penmetparks.org</u>.



RESOLUTION NO. R2020-022

A RESOLUTION OF PENMET PARKS TO AMEND THE BACKGROUND CHECK POLICY

WHEREAS, the PenMet Parks Board of Park Commissioners on May 11, 2015 adopted Resolution 2015-006 establishing PenMet Background Check Policy; and revised the policy on September 25, 2017 with Resolution 2017-001 to provide for legal authorization to run background checks on minors.

WHEREAS, PenMet Parks is authorized by RCW 35.61.130 (4) to establish by resolution the requirements for a record (background) check for all employees, volunteers, or independent contractors, who may, in the course of their work, activity or contract with PenMet Parks, have unsupervised access to persons under the age of 18, persons with developmental disabilities or vulnerable adults, or be responsible for collecting or disbursing cash or processing credit/debit card transactions; and

WHEREAS, PenMet Parks is committed to providing a safe environment for its employees, volunteers, vendors, independent contractors and the general public it serves; and

WHEREAS, PenMet Parks wishes to amend its Background Check Policy to provide for recommended district attorney revisions to the policy regarding the addition of the protection of vendors and persons with developmental disabilities, clarification of the definition of an applicant, the addition of disqualification due to pending charges or crimes and the addition of section eight regarding the District's possible duty to disclose a background check when the law requires it.; NOW THEREFORE BE IT

RESOLVED by the Board of Park Commissioners of the Peninsula Metropolitan Park District (PenMet Parks) that the attached amended Background Check Policy be approved.

The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on September 01, 2020.

President

Attest



Background Checks Policy

Policy Number:	Resolution Number:	Date Approved:	Supersedes the following Resolutions and Policies:
P30-105	R2020-22	September 01, 2020	R2017-011 September 25, 2017
			R2015-006 May 11, 2015

- Policy: Background Check Policy (Approved by the PenMet Parks Board of Commissioners)
- **Purpose:** Pursuant to RCW 35.61.130(4), the Peninsula Metropolitan Park District (PenMet Parks) desires to establish a policy requiring a record check (background check) for all employees, and for all volunteers, vendors and independent contractors, who may, in the course of their work or volunteer activity with PenMet Parks, have unsupervised access to persons under the age of 18, persons with developmental disabilities or vulnerable adults, or be responsible for collecting or disbursing cash or processing credit/debit card transactions.

Policy Requirements:

Section 1. PenMet Parks is committed to providing a safe environment for its employees, volunteers, vendors, independent contractors and the general public it serves. Therefore, PenMet Parks hereby requires a background check of all employees, and a background check of all volunteers, vendors or independent contractors who may, in the course of their work or volunteer activity with PenMet Parks, have unsupervised access to persons under the age of 18, persons with developmental disabilities or vulnerable adults, or be responsible for collecting or disbursing cash or processing credit/debit card transactions, as a condition of such employment, volunteering or contracting with PenMet Parks. Notification of this requirement will be included in the job posting, request for proposals or request for bids.

Section 2. Background Checks of Applicants for Employment and Current Employees.

- A. As a condition of employment with PenMet Parks, all applicants who are otherwise qualified for employment shall be subject to a background check. As a condition of continued employment, all PenMet Parks employees shall be subject to additional background checks once every twelve (12) months thereafter.
- B. When necessary, as determined by the Executive Director, prospective employees may be employed on a conditional basis pending receipt of the background check report.
- C. Any person whose background check includes a pending charge, pending crime or conviction of any crime listed in the "DSHS Secretary's List of Crimes and Negative Actions" or a negative action as defined in the "DSHS Secretary's List of Crimes and Negative Actions" shall be deemed to have a "Disqualifying Background Check" and is automatically disqualified from employment with PenMet Parks. PenMet Parks will only use this record in making initial employment decisions.
- D. If a <u>current</u> employee has a Disqualifying Background Check, Human Resources shall advise the employee's supervisor and terminate the employee's employment.

Section 3. Background Checks of Volunteers, Vendors and Independent Contractors.

A. As a condition of performing work or volunteer activity with PenMet Parks, all volunteers and independent contractors (and employees if applicable) that may, in the course of their work or volunteer activity with PenMet Parks, have unsupervised access to children- persons under the age of 18, persons with developmental disabilities, or vulnerable adults, or be responsible for collecting or disbursing cash or processing credit/debit card transactions, shall be subject to a background check unless the volunteer, vendor or independent contractor provides a background check report acceptable to PenMet Parks, in its sole discretion, that was performed within the previous twelve (12) months. All volunteers, vendors and independent contractors who continue to be subject to this background check requirement shall be subject to another background check once every twelve (12) months from the date of the prior background check report.

- B. For purposes of this policy, "volunteers" refers to individuals who directly assist PenMet Parks on a regularly scheduled or routine basis, in a programmatic or administrative capacity, i.e. coaches, instructors or facilitators. This does not include individuals who serve solely as council or advisory committee volunteers and occasional "partner project" volunteers who do not register with PenMet Parks.
- C. When necessary, as determined by the Executive Director, prospective volunteers, vendors or independent contractors may be employed on a conditional basis pending receipt of the background check report.
- D. Any person whose background check includes a pending charge, **pending crime** or conviction of any crime listed in the "DSHS Secretary's List of Crimes and Negative Actions" or a negative action as defined in the "DSHS Secretary's List of Crimes and Negative Actions" shall be deemed to have a "Disqualifying Background Check" and is automatically disqualified from performing work or providing services to PenMet Parks that may, in the course of their work or volunteer activity with PenMet Parks, have unsupervised access to persons under the age of 18, persons with developmental disabilities or vulnerable adults, or be responsible for collecting or disbursing cash or processing credit/debit card transactions.
- **Section 4.** All persons subject to the background check requirement shall complete the background check information and authorization form, as amended from time to time, and such additional information or documentation as may be required to adequately perform the background check. If a person subject to the background check requirement is below the age of eighteen (18) years old, a parent's or legal guardian's signature authorizing the background check forms and process the background checks. Human Resources may use the Washington state patrol criminal identification system, the federal bureau of investigation criminal identification system, a

fingerprint check using a complete Washington state criminal identification fingerprint card, or through a private company that performs background checks such as the Background Investigation Bureau (BIB) or National Center for Safety Initiatives (NCSI/SSCI). Fees associated with performing the background check will be charged to the appropriate department(s) or to the person subject to the background check, at the discretion of the Executive Director. Human Resources will provide the background check results to the person named on the report.

- **Section 5.** Supervisors shall confirm employees, and volunteers, vendors and independent contractors who are subject to this background check requirement, have an acceptable background check report on file with Human Resources. A supervisor fulfills this responsibility by obtaining from Human Resources confirmation that a background check was performed within the previous twelve (12) months that was not deemed a Disqualifying Background Check.
- **Section 6.** If the applicant for employment, employee, volunteer, vendor or independent contractor disagrees with the Disqualifying Background Check, Human Resources shall provide to that person the contact information for the agency that performed the background check. An employee, volunteer, vendor or independent contractor who disagrees with the Disqualifying Background Check may request special consideration and be allowed to perform the work or provide the services by demonstrating to the satisfaction of the Executive Director and Human Resources that adequate measures are in place preventing that person from having unsupervised access to persons under the age of 18, persons with developmental disabilities or vulnerable adults, or being responsible for collecting or disbursing cash or processing credit/debit card transactions.
- **Section 7.** The definitions for the terms "pending charge", "unsupervised" and "vulnerable adult" are as provided in the Washington Administrative Code (WAC) Section 388-113 as now stated or as amended in the future, including any successor or replacement statutes or regulations relating to this subject matter. All references to the "DSHS Secretary's List of Crimes and Negative Actions," relate to the Washington State Department of Social and Health Services list of crimes and negative actions as specified in WAC Section 388-113 as now stated or as amended in the future, including any successor or replacement statutes or regulations relating to matter.

Section 8. The District may have a duty to disclose to third parties, including government agencies, information disclosed by a background check when the law requires. (New Section)



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DISTRICT COMMISSION MEMO

To: Peninsula Metropolitan Park District Board of Commissioners

From: Glenn Akramoff, Interim Sr. Operations Manager

Date: September 1, 2020

Subject: Parametrix Contract Amendment #1

Background /Analysis

In response to Board concerns about the previous amendment contract for Owner's Representative services with Parametrix that as proposed on August 18, staff, Parametrix, and Attorney for the District Mark Roberts worked together to address the issue. The discussion produced an updated approach that focuses on phasing the Owner's Representative services throughout the project.

The proposal covers the design programing and schematic design phases of the project. The schedule as it exists today has these phases concluding in early February. An additional phase of the Owner's Representative service from Parametrix will need to be considered at that time to address design development, construction and bid documents, construction closeout, and warranty in some combination.

The CRC Project currently consists of two distinct elements. Both elements will be pursued concurrently. Since the site development work must be completed before the construction of the recreation center and site development work is subject to specific code requirements that limit design variation, that element will proceed much more quickly and on a different schedule or track than the recreation center building. The District intends to design and permit the site development work so that it could begin in Spring 2021 with the recreation center design and permitting starting in mid-summer. This will allow the project elements sensitive to the weather to be constructed during better weather periods.

The attached document is the scope of work within amendment number 1 for the design programming and schematic design phases of the project. It includes the current proposed project schedule, hourly costs for each of the proposed team members, and a lump sum not to exceed cost for both elements of services. The scope of work is based on an understanding of the current needs of the project.

The Parametrix teams' services are vital to the success of the project. The work includes project management and specific construction inspection specific to the GC/CM process to ensure



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PenMet's needs are always represented and met. Their familiarity and reputation with the GC/CM process was a crucial factor in the approval by the CPARB on May 28, 2020.

These services are also a legal requirement and condition approval to utilize the GC/CM delivery method for which PenMet has no experience

- <u>CW 39.10 Statutory Requirement</u>: RCW 39.10 requires the Owner to have the required minimum GC/CM experience on their team to use the GC/CM delivery method. Per Section 7 in the GC/CM Project Application. This section prescribes the experience requirements.
- <u>Condition of Approval</u>: See Section "C" on the attached GC/CM requires all six (6) criteria must "Pass". RCW 39.10 allows for "augmentation" to the team with a consultant with GC/CM experience to satisfy this requirement; therefore, it is a condition of the PRC approval.

Recommendation

Staff recommends that the Commission approves the contract amendment number 1 (Resolution 2020-05) for Owners Representation Services for the design programing and schematic design. The contract amendment number 1 is in the amount of not to exceed \$137,650 for a total contract amount for both phases to date of not to exceed \$234,009.

Motion

I move to approve the contract amendment number 1 with Parametrix for Owners Representation Services from design programming and schematic in the amount of \$137,650 for a total not to exceed the amount of \$234,009.

Attachments:

Amendment #1 (includes Parametrix Scope of Work) Updated Resolution 2020-05 Original Contract



RESOLUTION NO. R2020-023

A RESOLUTION OF PENMET PARKS AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN AN AMENDMENT TO THE AGREEMENT FOR AN OWNER'S REPRESENTATIVE 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, RCW 35.10.360(1)(e), Alternative Public Works Contracting Procedures, GC/CM Project Management Requirements, directs that the District shall employ staff or consultants with expertise and prior experience in the management of comparable projects; and

WHEREAS, PenMet Parks issued Requests for Qualifications (RFQ) for a firm to serve as an Owner's Representative on March 27, 2020 and selected Parametrix to provide those services; and

WHEREAS, the Board of Park Commissioners approved the initial agreement with Parametrix on April 7, 2020 to provide support for the application and presentation to the Washington State Capital Projects Advisory Review Board's (CPARB) Project Review Committee (PRC) and also support PenMet during the selection of the Design Firm and the GC/CM (General Contractor/Construction Manager); and

WHEREAS, the Owner's Representation services associated with the actual design and construction elements of the project remain to be addressed in an agreement; and

WHEREAS, staff negotiated with the selected firm to develop the attached agreement; and

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

RESOLVED, by the Board of Park Commissioners that the Executive Director be authorized to sign all documents related to the amendment to the agreement with Parametrix to provide the specified services as an Owner's Representative for PenMet Parks on the Community Recreation Center.

The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on September 1, 2020.

President

Clerk

Attest

Resolution R2020-023



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 8th day of April, 2020 by and between The PENINSULA METROPOLITAN PARK DISTRICT, a municipal corporation, hereinafter referred to as the "District", and Parametrix, whose address is 710 Pacific Avenue, Suite 100, Tacoma, WA 98402, hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the Consultant represents it is qualified to perform services described in paragraph 2 herein and holds all necessary licenses and government permits therefore;

WHEREAS, the District desires to meet more fully the needs of citizens residing within its district for participation in and enjoyment of recreational and cultural programs which beneficially contribute to the well-being of its citizens;

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

1. <u>Independent Contractor Status</u>. The Consultant is considered an independent contractor who shall at all times perform its duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe its status to be that of an agent or employee of the District, nor shall it be eligible for any employee benefits.

A. The Consultant represents and warrants that that any and all federal, state, and local mandatory deductions or other charges and taxes imposed by law and/or regulation upon the Consultant are current. The Consultant acknowledges that all such deductions, charges and taxes shall be the sole responsibility of the Consultant. If the District is assessed, liable or responsible in any manner for those deductions, charges or taxes, the Consultant agrees to indemnify and hold the District harmless from those costs, including attorney's fees.

B. The Consultant shall provide at its sole expense all materials, office space, telephone and utility services, and other necessities to perform fully and timely its duties and services under this Agreement, unless otherwise specified in writing.

C. The Consultant shall comply with all applicable federal, state and local laws, ordinances, rules and regulations, and shall assist the District in complying with those conditions concerning grants and other federal assistance under the laws of the County of Pierce, the State of Washington, the United States of America, or such other laws as are applicable to the Scope of Services under this Agreement. The Consultant shall at its sole expense, obtain and keep in force any necessary licenses, permits, and tax certificates.

D. The Consultant shall conduct its professional services under this Agreement with the same care and skill ordinarily used by members of the Consultant's profession under similar circumstances, at the same time and in the same locality.

E. <u>Debarment Certification</u>. The Consultant certifies that neither the Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, the Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at:

www.sam.gov and www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp

2. <u>Scope of Services</u>. The Consultant agrees to perform services as set forth in Exhibit A of this Agreement. All obligations and services of the Consultant undertaken pursuant to this Agreement shall be satisfactorily completed in accordance with the schedule identified in Exhibit A of this agreement.

3. <u>Compensation and Method of Payment</u>.

A. In consideration of the services to be provided by the Consultant, the District will pay not more than <u>NINETY-SIX THOUSAND THREE HUNDRED FIFTY-NINE DOLLARS</u> (\$96,359.00). In the event that the Consultant fails to pay any assessed mandatory deductions including, but not limited to, industrial insurance, FICA, Employment Security, and federal withholding the Consultant authorizes the District to deduct and withhold or pay over to the appropriate governmental agencies those unpaid amounts upon request and direction by the appropriate governmental agency. Any such payment will be deducted from the Consultant's total compensation.

B. Payment to the Consultant will be made only upon receipt of the Consultant's original written invoice following performance of the services provided herein (or for the percentage completed) and during the District's ordinary billing cycle. The District's ordinary billing cycle is once per month.

C. Final payment will not be made until all services and any specified deliverables have been completed to the satisfaction of and accepted by the District, which may include acceptance by the Board of Park Commissioners.

D. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, to have been improperly invoiced. In no event shall the total of the District's payment pursuant hereto exceed the contract price set forth in Paragraph 3.A. above. Any request for payment in excess of the contract amount shall automatically be rejected unless, prior to performing the service, the Consultant has obtained express written approval from the District for such services and written approval of the additional cost.

4. <u>Publications</u>. The Consultant shall obtain the District's approval prior to the publication of any of the results of services performed or to be performed pursuant hereto. Any publications that may be authorized shall acknowledge that the District provided financial support pursuant to this agreement as follows:

"FUNDED IN PART BY THE PENINSULA METROPOLITAN PARK DISTRICT"

5. <u>Reporting</u>. The Consultant, at such time and in such form as the District may require, shall furnish the District with periodic reports pertaining to the services and deliverables undertaken pursuant to this Agreement. The Consultant will make available to the District all work-related accounts and records for auditing, monitoring, or evaluation during normal business hours.

6. Ownership of Deliverables.

A. Ownership of the originals of the Consultant's deliverables as defined in the scope of services and provided by the consultant as a result of this Agreement, whether or not completed, shall be vested in the District. Any reuse of these materials by the District for projects or purposes other than those which fall within the scope of this Agreement or the project to which it relates, without written approval by the Consultant, will be at the sole risk of the District.

B. The District acknowledges the Consultant's deliverables as instruments of professional service. Nevertheless, the deliverables prepared under this Agreement shall become the property of the District upon completion of the services. The District agrees to hold harmless and indemnify the Consultant against all claims made against the Consultant for damage or injury, including defense costs, arising out of the District's reuse of Consultant's deliverables for a District project unless the District obtains the Consultant's written authorization for such use.

C. Methodology, materials, software, logic, and systems developed under this Agreement are the property of both the District and the Consultant, and may be used by the District and the Consultant as each sees fit, including the right to revise or publish the same without limitation and for use in similar projects, subject to the provisions of paragraph 6.B. above.

7. <u>Termination</u>.

A. The District may terminate the Consultant's performance of services under this Agreement through written notice to the Consultant, in whole, or from time to time in part, whenever the Consultant fails to perform in a timely manner and fully, faithfully, and in a safe and responsible manner, the services required herein, or whenever the fulfillment or accomplishment of the purpose of this Agreement has in the judgment of the District become impossible or impractical for whatever reason.

(1) If the cause of termination is by reason of the Consultant's breach of this Agreement, then termination shall not relieve the Consultant of liability to the District for damages sustained by the District, and the District may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount owing the Consultant is determined.

(2) If the cause of termination is not by reason of the Consultant's breach of this Agreement, then the District shall be liable only for payment of services performed or furnished prior to the effective date of termination. The Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Agreement, less payments of compensation previously made.

(3) Any and all notices affecting or relative to this Agreement shall be effective if in writing and delivered or mailed, postage and fees prepaid, to the respective party being notified at the address listed with the signature of this Agreement. The parties' addresses may be changed by the same method of notice. B. The Consultant may terminate this Agreement if the Consultant provides written notice to the District of its material breach of the terms of this Agreement and, after seven (7) business days prior written notice, the District fails to cure such breach. The Consultant's notice shall specify the nature of the breach and the steps necessary to cure the breach. If the breach cannot reasonably be cured within the 7-business day period, so long as the District is taking reasonable steps to cure the breach, it shall have additional time to do so and the Agreement shall not terminate. Upon termination, the Consultant shall be entitled to full compensation for services rendered up to the termination date in accordance with the payment schedule and for reasonable costs and expenses associated with closing out the project.

8. Indemnification.

To the fullest extent permitted by law and subject to the following conditions, the Α. Consultant shall indemnify and hold harmless the District, its board members, officials employees, consultants, and the employees, successors and assigns of them, and their respective directors, officers, and employees ("Indemnified Parties") from and against all actions related to Consultant's negligent acts or errors, causes of action, liabilities, suits, judgments, liens, awards and damages, of any kind and nature whatsoever, for property damage, personal injury or death (including but not limited to, injury to or death of employees of the Consultant or any sub-consultant of the Consultant) and expenses, costs of litigation and attorneys' fees related thereto, or incident to establishing the right to indemnification, arising out of or in any way related to this Agreement, the performance thereof by the Consultant, its directors, officers, employees, agents, sub-consultants or subcontractors (collectively, "Indemnifying Entities"), including but not limited to the provision of services, personnel, facilities, equipment, support, supervision or review. The foregoing defense, indemnity and hold harmless obligations shalt apply only to the extent of the negligence or wrongful conduct of Indemnifying Entities, shall not apply to the extent of the concurrent negligence or wrongful conduct of the Indemnified Parties, and shall not apply in the case of the sole negligence of the Indemnified Parties.

B. The Consultant shall indemnify and hold harmless the Indemnified Parties from and against all actions, causes of action, liabilities, claims, liens, suits, judgments, awards and damages, of any kind and nature whatsoever, and expenses and costs of litigation and attorneys' fees related thereto, or incident to establishing the right to indemnification, to the extent arising from and attributable to or in any way related to Indemnifying Entities' failure to perform any of their obligations under this Agreement.

C. The Consultant expressly waives any immunity under industrial insurance as to the District, its successors and assigns, whether arising from Title 51 of the Revised Code of Washington or any other statute or source, to the extent of the indemnity set forth in this Section 8. CONSULTANT AND THE DISTRICT EXPRESSLY AGREE THAT EACH HAS READ AND REVIEWED THIS SECTION, THAT THIS SECTION HAS BEEN THE SUBJECT OF NEGOTIATION BETWEEN THE PARTIES, AND THAT CONSULTANT AGREES TO BE BOUND BY THE TERMS THEREOF.

D. The Consultant shall require each of its consultants and sub-contractors to provide an indemnity, enforceable by and for the benefit of the Indemnified Parties, to the same extent required of the Consultant under this Section 8.

E. Consultant and the District agree that the indemnities set forth in this Section 8 shall survive and shall be enforceable beyond the termination or completion of this Agreement.

9. <u>Insurance</u>. Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors. Consultant's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the District's recourse to any remedy available at law or in equity.

A. <u>Minimum Scope of Insurance</u>. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The District shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the District.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. <u>Minimum Amounts of Insurance.</u> Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate and a \$1,000,000 products- completed operations aggregate limit.

C. <u>Other Insurance Provision</u>. Consultant's Automobile Liability and Commercial General Liability policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the District. Any insurance maintained by the District shall be excess of Consultant's insurance and shall not contribute with it.

D. <u>Professional Errors and Omissions Insurance</u>. Throughout the period when Services are provided pursuant to this Agreement and for six years after completion, the Consultant shall maintain, and shall ensure that any sub-consultants or subcontractors carry and maintain, professional Errors and Omissions Insurance with limits of not less than Two Million dollars (\$2,000,000) per claim and aggregate for claims that may result from the negligent or wrongful performance of the Consultant's obligations under this Agreement or the negligent or wrongful performance of any consultants under their respective agreements. Such insurance shall be with insurers reasonably satisfactory to the District. If professional Errors and Omissions Insurance is not reasonably available to the Consultant, or any sub-consultant, the Consultant shall promptly, in writing, notify the District of that fact, stating the reasons therefor.

E. <u>Consultant's Insurance for Other Losses</u>. Consultant shall assume full responsibility for all loss or damage from any cause whatsoever to any materials, tools, Consultant's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Consultant, or the Consultant's agents, suppliers or subcontractors as well as to any temporary structures, scaffolding and protective fences.

F. <u>Waiver of Subrogation</u>. Consultant and the District waive all rights against each other, any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to the Insurance Requirements Section of this Agreement or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

G. <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

H. <u>Verification of Coverage</u>. Consultant shall furnish to District original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of Consultant before commencement of any work.

I. <u>Subcontractors</u>. Except as otherwise provided herein, Consultant shall have sole responsibility for determining the insurance coverage and limits required to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

J. <u>Notice of Cancellation</u>. Consultant shall provide District and all additional insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

K. <u>Failure to Maintain Insurance</u>. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which District may, after giving five business days' notice to Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to District on demand.

10. <u>Non-Discrimination</u>. Except to the extent permitted by bona fide occupation qualification, the Consultant agrees as follows:

A. The Consultant shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to, the following: Recruitment, employment, upgrading, demotion or transfer, advertising, lay-off or termination, establishing rates of pay or other forms of compensation and selection for training.

B. The Consultant shall in all solicitation from employees or job orders for employees placed with any employment agency, union, or other firm or agency, state that all qualified applicants shall receive consideration for employment without regard to their race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap. The words: "Equal Opportunity Employer" shall appear in all advertisements.

C. The Consultant shall include the intent of the foregoing provisions of the foregoing paragraphs (a) and (b) in every subcontract or purchase order for the goods or services which are subject matter of this Agreement.

D. In the event of noncompliance by the Consultant with any of the non-discrimination provisions of the Agreement, the District will have the right, at its option, to cancel the Agreement in whole or in part by written notice. If the Agreement is canceled after partial performance, the District will be obligated to pay only for that portion of the total work authorized under this Agreement that is satisfactorily completed.

11. <u>Assignment and Subcontract</u>. The independent Consultant shall not assign, subcontract, delegate, or transfer any interest or claim to or under this Agreement or for any of the compensation due it hereunder, in whole or in part, except as authorized in writing by the District.

12. <u>Conflict of Interest</u>. No officer, employee or agent of the District who exercises any function or responsibilities in connection with the planning and carrying out of the program to which this Agreement pertains shall have any personal financial interest, direct or indirect, in this Agreement. The Consultant shall comply with all federal, state and local conflict of interest laws, statutes and regulations as they shall apply to all parties and beneficiaries under this Agreement, as well as to officers, employees or agents of the District. The Consultant represents that the Consultant presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Agreement pertains which would conflict in any manner or degree with the performance of the Consultant's services and obligations hereunder. The Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed.

13. <u>Enforcement</u>. If by reason of the default on the part of either party in the performance of any of the provisions of this Agreement and becomes necessary for the non-defaulting party to employ an attorney, the defaulting party agrees to pay all costs and legal expenses expended and/or incurred by the non-defaulting party.

14. <u>Interpretation and Venue</u>. Washington law will govern the interpretation of this Agreement. Any dispute as to the enforcement or interpretation of this Agreement shall be determined by litigation in accordance with the laws of the State of Washington. The prevailing party in any litigation arising under this contract shall be entitled to reasonable attorney's and expert witness fees. Pierce County shall be the venue of any litigation.

15. <u>Unenforceable Clauses</u>. If one or more of the Agreement clauses is found to be unenforceable, illegal or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal or contrary to public policy.

Entire Agreement. This Agreement constitutes the complete and final agreement of the 16. parties, replaces and supersedes all oral and written proposals and agreements heretofore made on the subject matter, and may be modified only by a writing signed by both parties. Each party hereby acknowledges receipt of a copy of this Agreement executed by both parties.

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

PENINSULA METROPOLITAN PARK DISTRICT, a municipal corporation

Doug Nelson, Executive Director

APPROVED AS TO FORM

Attorney For the Peninsula Metropolitan Park District

CONSULTANT, Parametrix

(Signature

MATT (Name, Printed KAST

Division Manager Regional

(Address)

(City, State, Zip)

(Phone): 253 278 1468

SSN:

(If self-employed)

Fed Tax No.:

L & I Acct. No.:

UBI No.:_____

Copy 1: Consultant Copy 2: Contract Compliance

(Original) (Original)

EXHIBIT A Scope of Services Draft

The Owner's Representative will provide services for this community recreation center project. The project will involve reviewing and refining the preliminary site plan and conceptual planning (35% completed), and then finalizing a master plan, developing design and contract documents for submission of all necessary permits, bidding (To-Be-Determined), and construction administration. PenMet Parks is considering seeking approval from the State to use a General Contractor Construction Manager (GCCM) contracting procedure (as an alternative to design-bid-build, TBD), and is seeking support for that approval process, as well as serving as the Owner's Representative for the entire project.

PRELIMINARY PROJECT SCOPE OF WORK:

The selected respondent (Owner's Rep) will undertake project tasks including, but not limited to:

- Agency and Project Approval with Capital Projects Advisory Review Board (CPARB)
 - Lead the District through preparation of the application (due April 19) and presentation (tentatively, May 28) to the Capital Projects Advisory Review Board.
- Assist with Selection of Design Team
 - Assist the District with the evaluation and selection of a Design Firm which will assemble a professional planning and design team that includes a full range of architectural, engineering, and related professional expertise, that is capable of supporting the project from the planning phases through complete design, permitting, bidding (optional), and construction.
- Assist with Selection of General Contractor/Construction Manager (GCCM)
 - Assist the District with the evaluation and selection of a GCCM to work with the District and Design Team throughout the project.
- Support Review of Preliminary Planning To-Date & Refine Conceptual Planning
 - The Owner's Rep will assist the District and Design Team to conduct the review of existing work and materials outlined in PenMet RFQ 2020.1.
- Design CRC Building/Renovation Project
 - The Owner's Rep will assist the District and Design Team to complete a comprehensive master plan for a community recreation center, renovation of the existing structure, and related functions outlined in PenMet RFQ 2020.1.
- Other Owner's Representative Services
 - Provide other Owner's Representative services to PenMet Parks as required.
- Meet with Elected Officials, PenMet Parks Staff, and the Public:
 - Meet and coordinate with PenMet Parks staff to support public meetings and presentations as required.

EXHIBIT B

Fee Structure

Budget

The budget for this first phase of work is based on the schedule of April 8, 2020 thru August 14, 2020 and is comprised of the following:

•	PRC Approval and GC/CM Procurement:	\$66,240 (18-week duration)
•	GC/CM Advisory Services:	\$3,850 (18-week duration)
•	A/E Team Project Management from May 20, 2020 thru August 14, 2020:	\$30,119 (10-week duration)
•	For a total budget during the defined period of:	\$96,359

2020 Parametrix Billing Rates

Name	Role	Hourly Rate
James Dugan	Principal-in-Charge, GC/CM Advisor	\$180
Dan Cody	Senior Project Manager, GC/CM Procurement	\$170
Joe Missel	Project Manager	\$162
Bob Kugen	Construction Observation and Inspection	\$130
Maggie Anderson	Document Controls/Administration	\$120

Notes: Additional staff rates can be provided as required