



Peninsula Metropolitan Park District

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

REGULAR MEETING AGENDA

June 06, 2023, 6:00 PM

Arletta Schoolhouse at Hales Pass Park - 3507 Ray Nash Drive NW, Gig Harbor, WA 98335

Call to Order

Commissioner Roll Call:

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

ITEM 1 President's Report

ITEM 2 Executive Director's Report

ITEM 3 Special Presentations

- 3a. [Family Dances Event Report](#)
- 3b. [April 2023 Financial Report](#)

ITEM 4 Board Committee Reports

- 4a. Park Services Committee
- 4b. Finance Committee
- 4c. Administrative Services Committee
- 4d. Recreation Services Committee
- 4e. Campaign Committee
- 4f. External Committees

ITEM 5 Public Comments:

This is the time set aside for the public to provide their comments to the Board on matters related to PenMet Parks. Each person may speak up to three (3) minutes, but only once during the citizen comment period. Anyone who provides public comment must comply with Policy P10-106 providing for the Rules of Decorum for Board Meetings. A copy of the policy is available at each meeting and at www.penmetparks.org

ITEM 6 Minutes

- 6a. [Approval of the May 16, 2023 Study Session Minutes](#)
- 6b. [Approval of the May 16, 2023 Regular Meeting Minutes](#)



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- ITEM 7** **Consent Agenda**
- 7a. [Resolution C2023-008: Authorizing Application for Secretary of State Local Records Grant Program](#)
- ITEM 8** **Unfinished Business: None**
- ITEM 9** **New Business**
- 9.1 [Purchasing Resolutions Requiring One Reading for Adoption:](#)
- [9.1a Resolution P2023-004: Authorizing the Executive Director to Sign an Architectural/Engineering Agreement for the Design of the Tacoma DeMolay Sandspit Nature Preserve Master Plan, Facility, and Accessibility Improvement Project with Baumwelt](#)
- 9.2 **Single Reading Resolutions Requiring One Reading for Adoption:**
 None
- 9.3 **Two Reading Resolutions Requiring Two Readings for Adoption:**
 None
- ITEM 10** **Comments by Board**
- ITEM 11** **Next Board Meetings**
- June 20, 2023 Study Session at 5:00 pm and Regular Meeting at 6:00 pm at the Arletta Schoolhouse at Hales Pass Park - 3507 Ray Nash Drive NW, Gig Harbor, WA 98335**
- ITEM 12** **Closed Session**
- 12a. **Closed Session Pursuant to RCW 42.30.140(4)**
- ITEM 13** **Adjournment**

BOARD OF PARK COMMISSIONERS MEETING PROCEDURES

The Board of Park Commissioners encourages the public to attend its Board meetings. All persons who attend Board meetings must comply with Board Policy P10-106 providing for the Rules of Decorum at Board Meetings. This Policy is to preserve order and decorum and discourage conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of Board meetings. A copy of the policy is available at each meeting and at www.penmetparks.org.

Family Dances

2023

May 12 & 13



Event Goals

Create a fun and inclusive family event that also honors traditional community events.

Produce a successful event that fits within allocated budget.

Secure adequate sponsorship to supplement event costs.



Event Overview

Number of Tickets Sold:

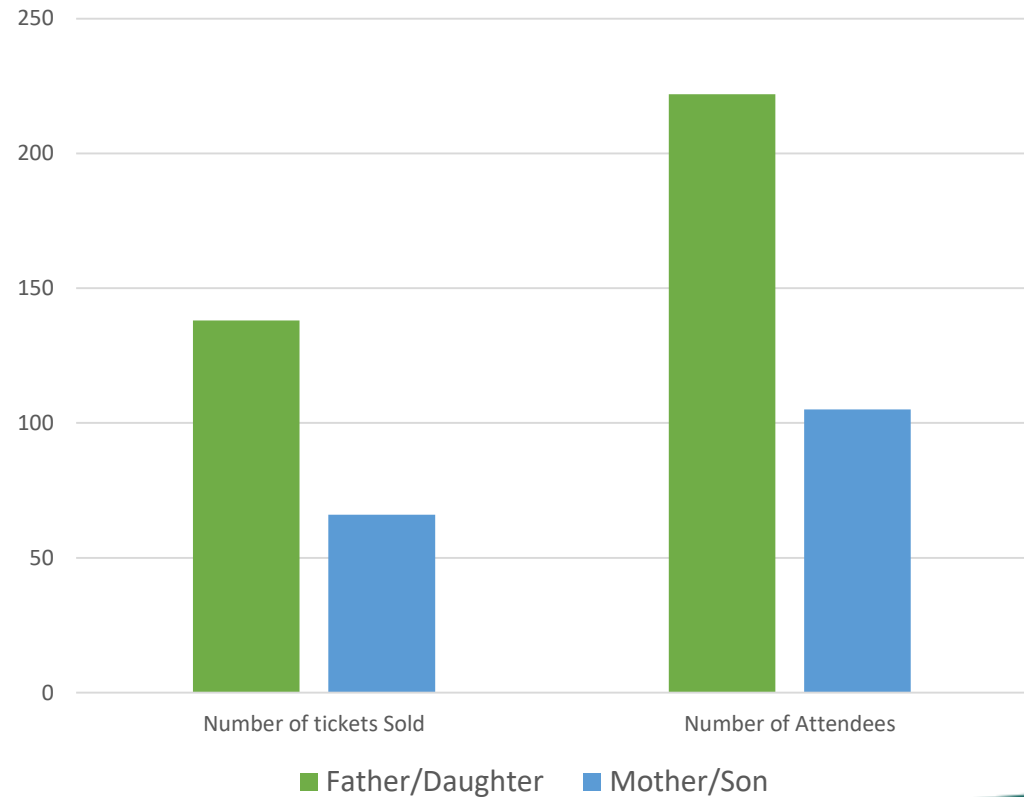
- Father/Daughter: 138 tickets sold
- Mother/Son: 66 tickets sold

Number of Attendees:

- Father/Daughter: 222 attendees
- Mother/Son: 105 attendees

Overall ticket sales and attendance were down when compared to last year's events.

Tickets Sold Compared to Attendees



DJ and Music

DJ Services and music for the dances were provided by Radio Parties.

Music was family friendly and came from a variety of genres.



Photo Station

Families were able to have photos taken at the free photo station.

Families received a link from the photographer to download their photos.



Craft Station

Children and parents were able to decorate beach themed wooden, magnetic picture frames to take home.



Arcade Time

As part of their in-kind sponsorship, Ocean5 provided pre-loaded arcade cards for dance participants featuring two hours of unlimited play time.

Participants were able to play as many games as they wanted within the two-hour time frame or keep the card to play on another day.



Roses and Lei Giveaway

On brand with the event theme, participants received leis as they arrived at the dance.

In keeping with event tradition, roses were given to the children and their adults as they left the dance.



Snacks and Refreshments

Ocean5 generously provided refreshments – tropical inspired fruit kabobs, lemonade and coffee – as part of the in-kind sponsorship.



Budget

Sponsorship

No cash sponsors were secured for the dance events, however Ocean5 provided generous in-kind sponsorship of goods and services for both nights valued at more than \$11,000.

This covered costs of food, arcade cards, and significant venue rental discounts.

Projected vs. Actual Sponsorship		
	Budget	Actuals
In-kind Sponsorship	\$1,000.00	\$11,695.84

Budget Summary

Total Event Expenses		
Category	Budget	Actuals
Facility Rental & Professional Fees	\$5,200.00	\$5,295.60
Wages	\$1,336.36	\$1,115.72
Benefits	\$173.73	\$218.80
Staff Meals	*	\$72.88
Marketing	\$800.00	\$270.00
Operating Supplies	\$2,300.00	\$1,431.85
Total	\$9,810.09	\$8,404.85

Event Budget vs. Actuals		
	Budget	Actuals
Ticket Sales	\$9,750.00	\$5,310.00
Total Expenses	\$9,810.09	\$8,404.85
Net Revenue	(\$60.09)	(\$3,094.85)
Cost Recovery	99.38%	63.17%

* Staff meals paid for out of unspent budget

Additional Budget Details

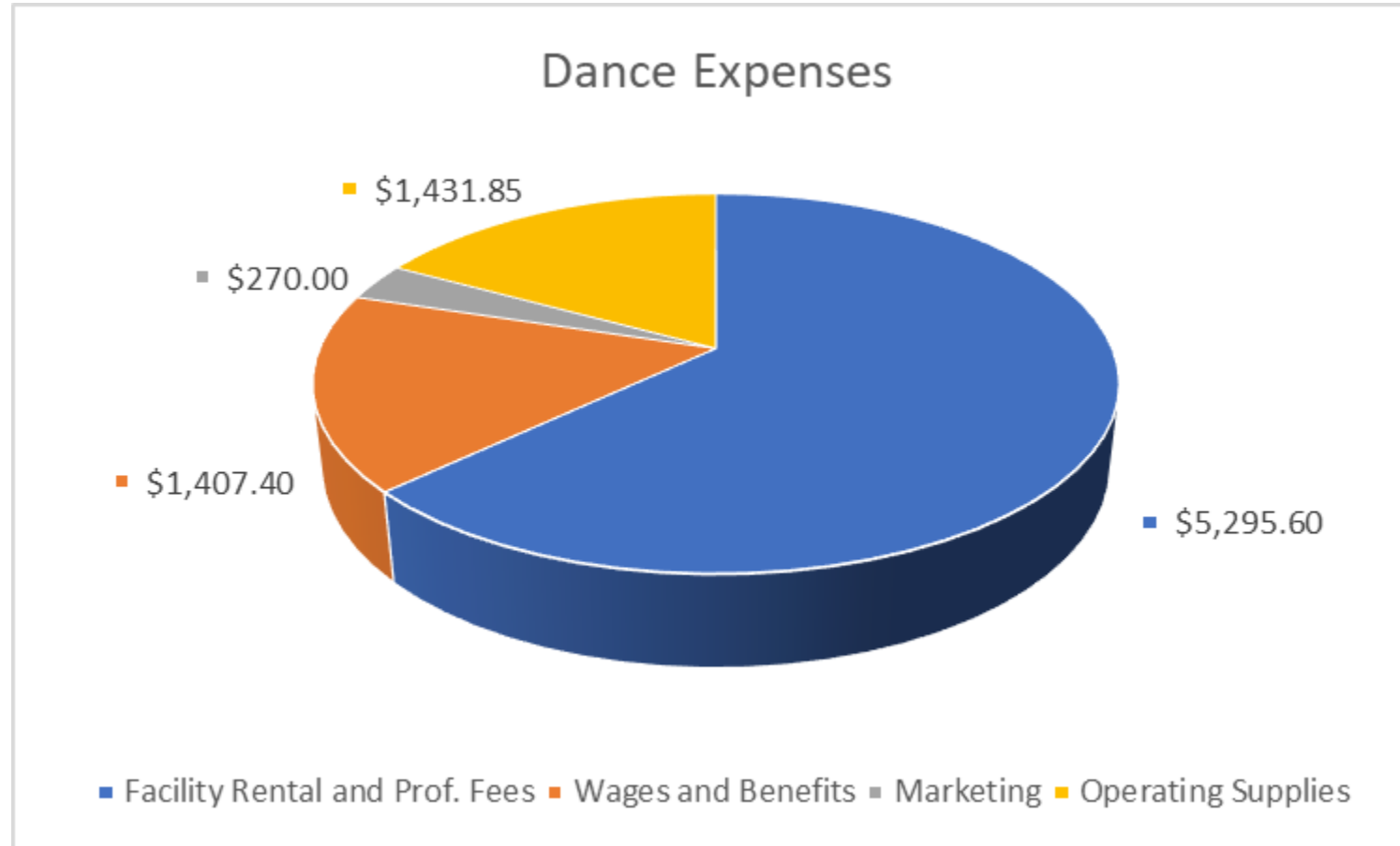
Facility Rental and Professional Services		
Category	Budget	Actual
Facility Rental	\$3,000.00	\$3,000.00
Photographer	\$1,200.00	\$1,305.60
DJ	\$1,000.00	\$990.00
Total	\$5,200.00	\$5,295.60

Operating Supplies		
Category	Budget	Actual
Decorations, roses, leis and food*	\$2,300.00	\$1,431.85
Total	\$2,300.00	\$1,431.85

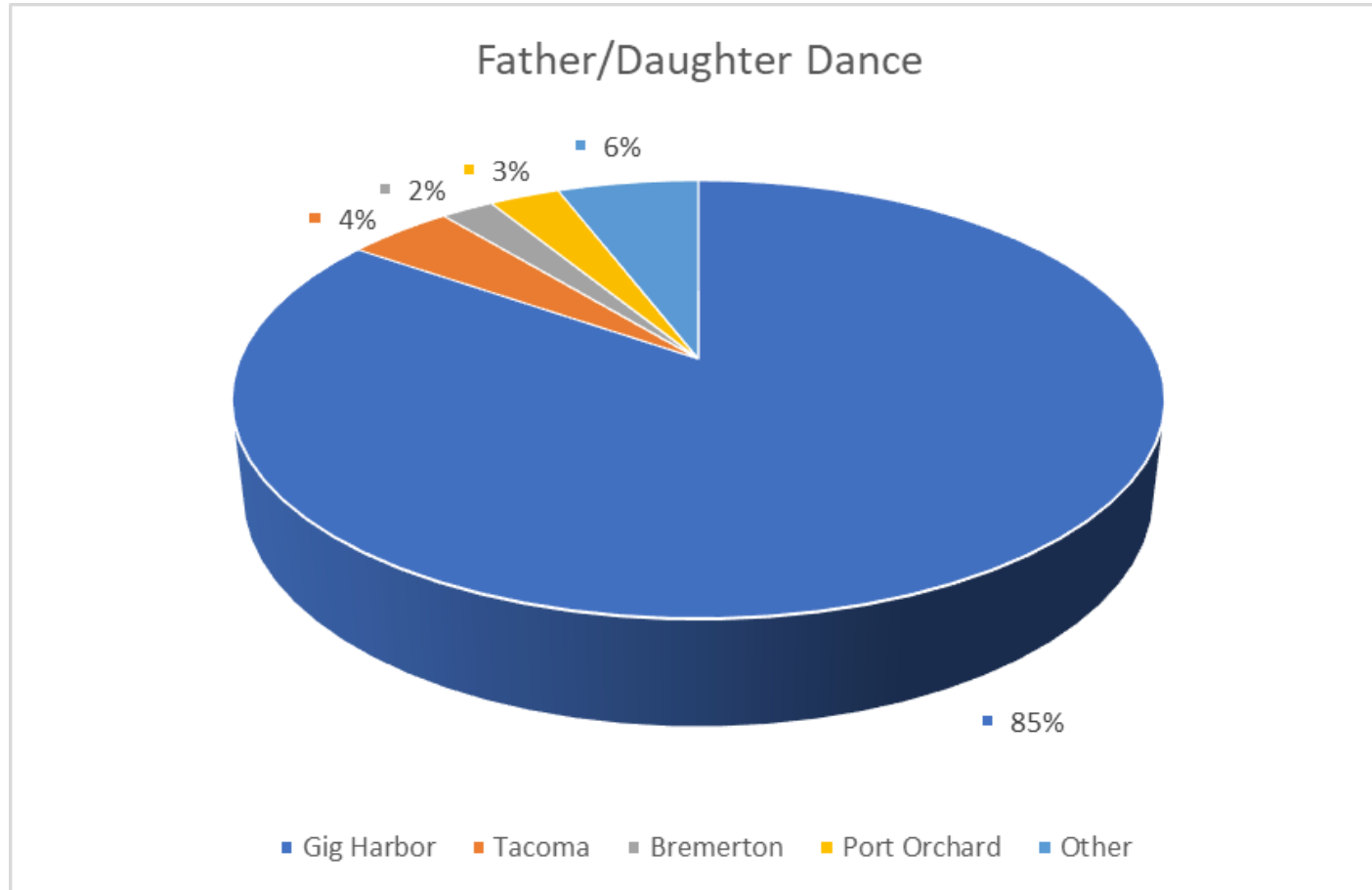
*Food included in the in-kind sponsorship from Ocean5

Insights, Data and Impact

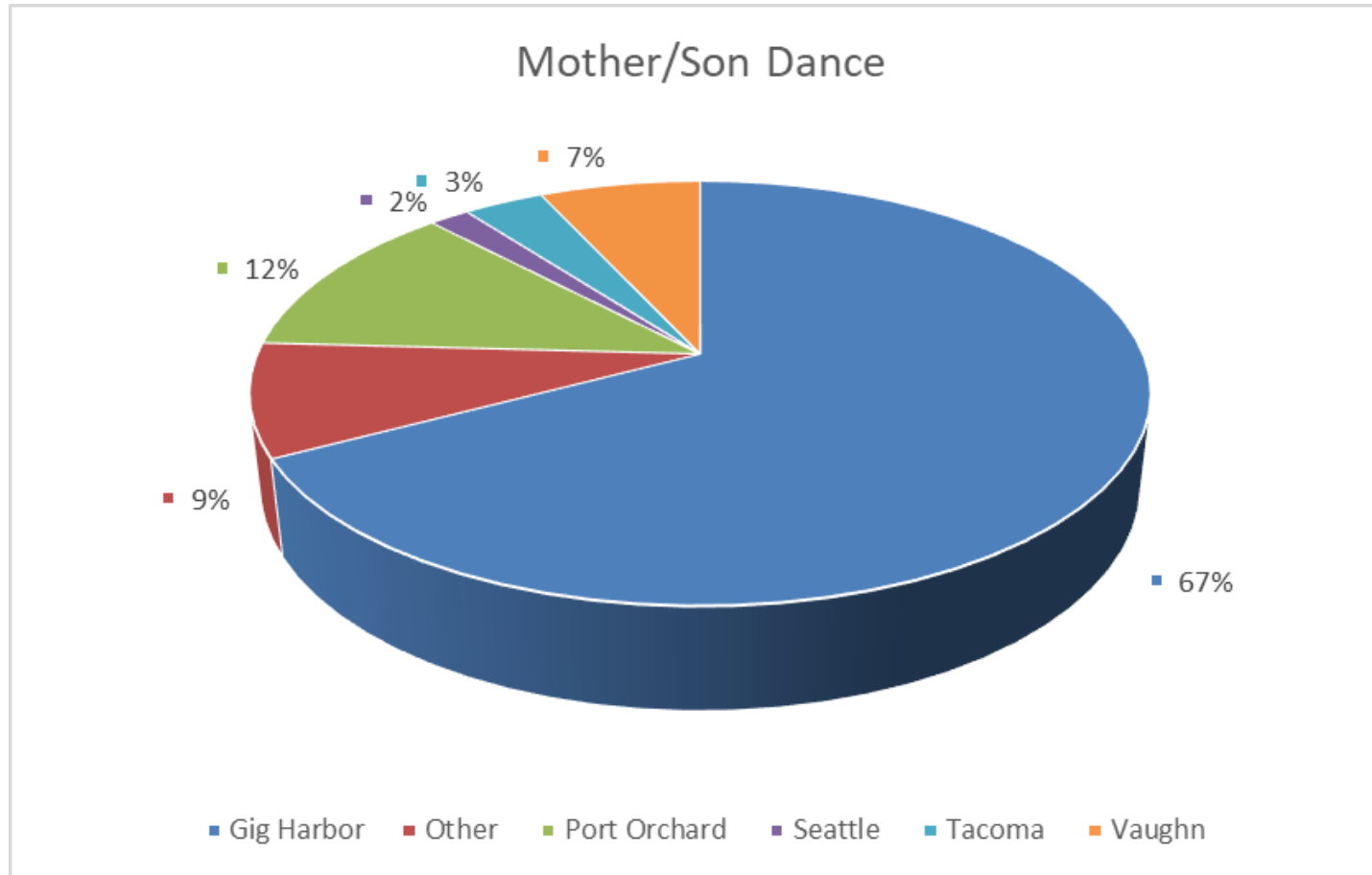
Total Expenses





Geographic Data



Geographic Data

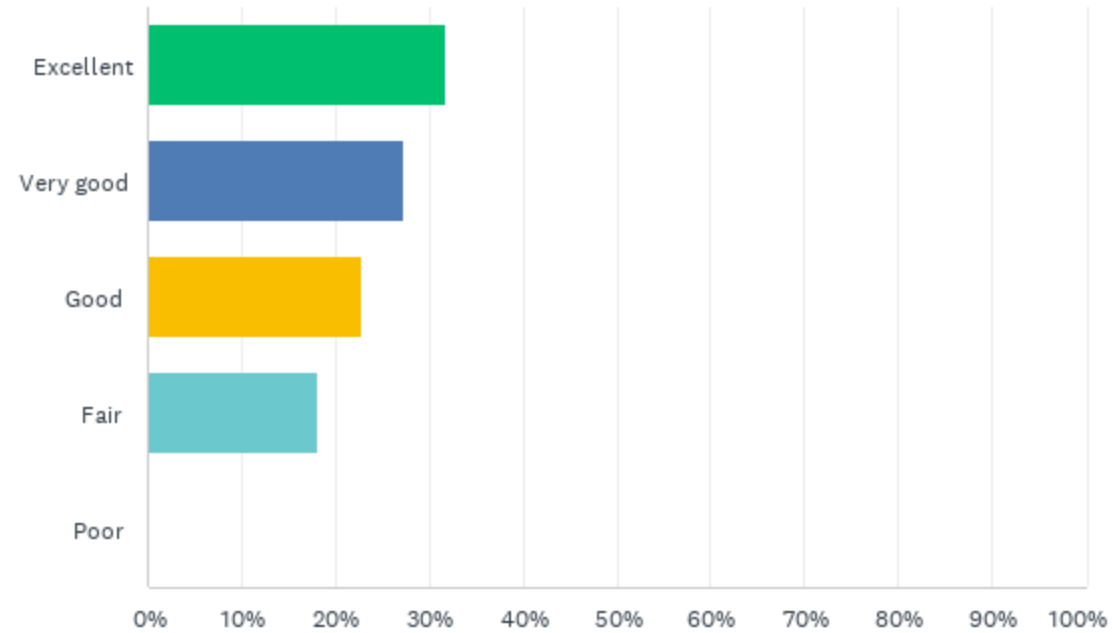


Advertisement Reach and Engagements

Recent ads			
Completed • May 8 • Created by Zem Wainhouse			
... View results			
Boasted Facebook post			
	Post engagements Family Dances are here...	829 Reach	44 Post engagements
			\$5.74 Spent of \$50.00
Completed • Apr 25 • Created by Zem Wainhouse			
... View results			
Boasted Facebook post			
	Post engagements Family Dances are here...	21,111 Reach	2,419 Post engagements
			\$264.82 Spent of \$400.00

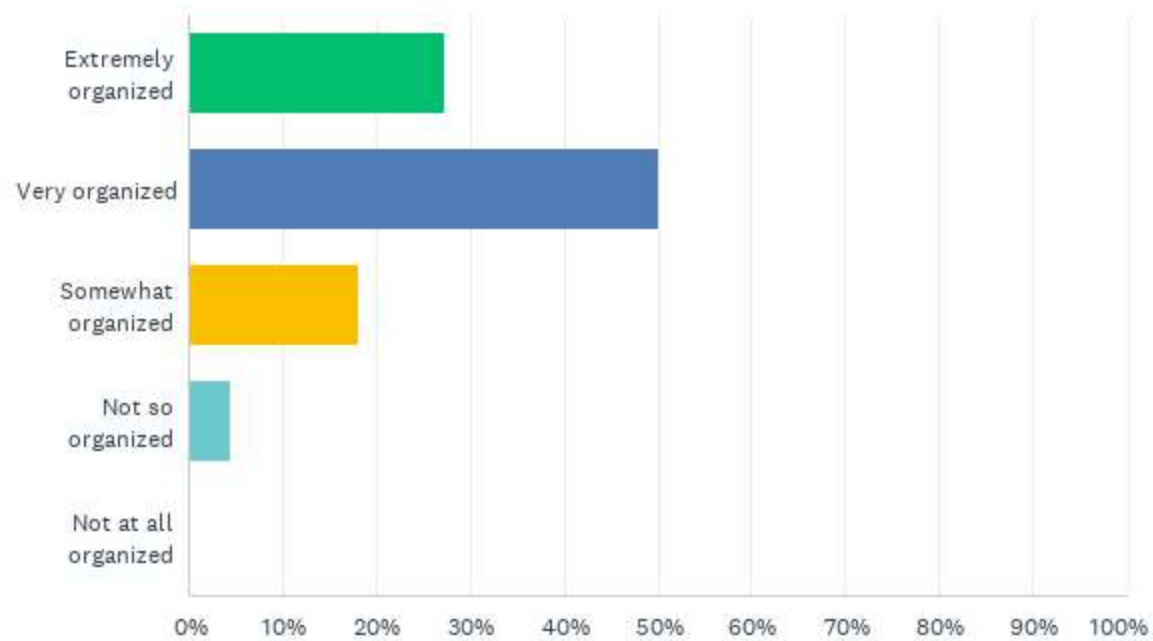
Survey says...

Q2 Overall, how would you rate the event?



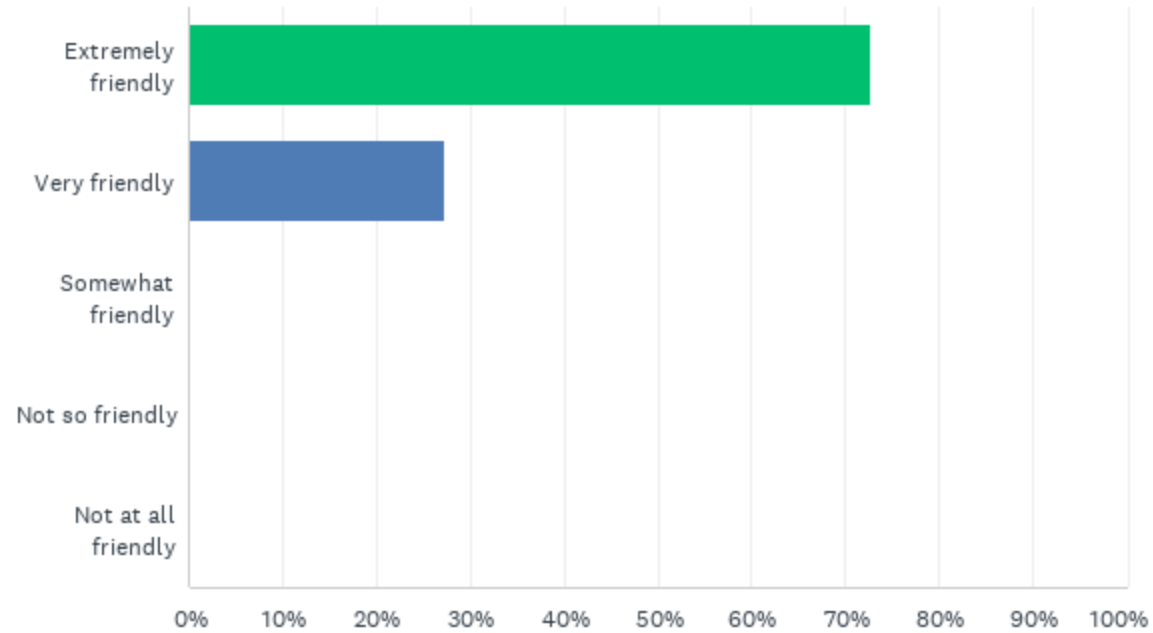
Survey says...

Q5 How organized was the event?



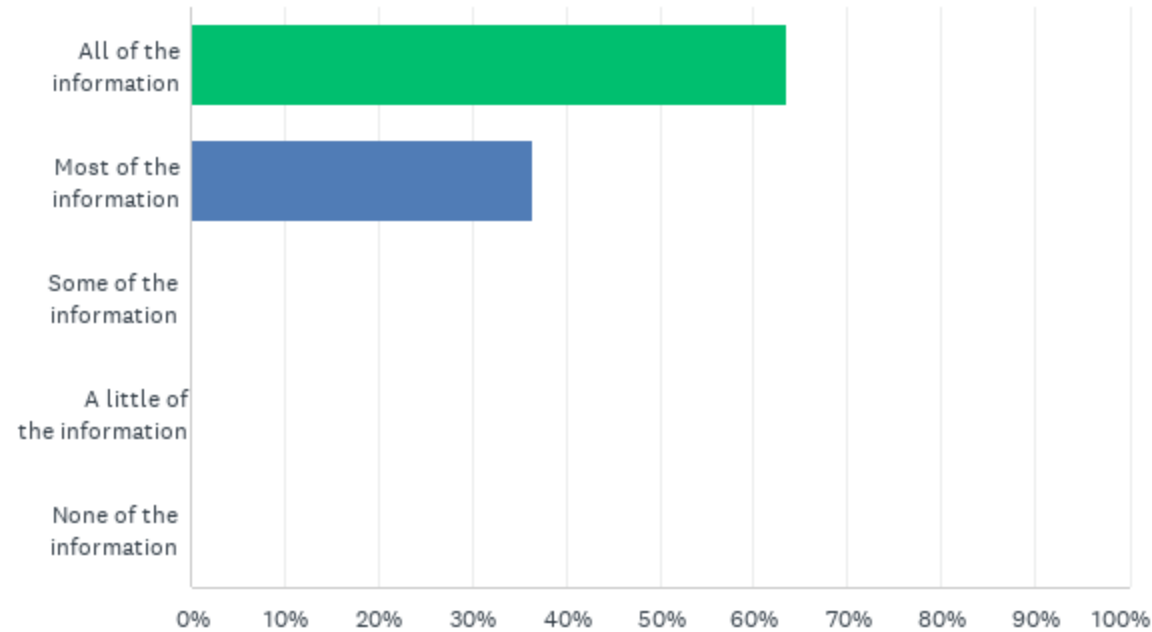
Survey says...

Q6 How friendly was the staff?



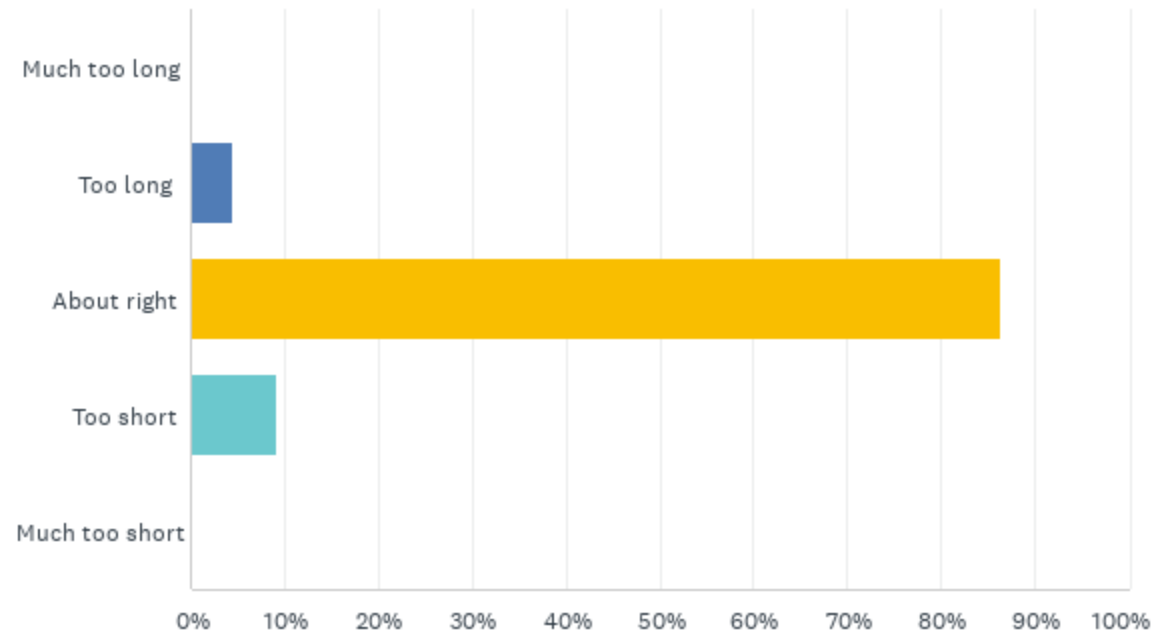
Survey says...

Q7 Prior to the event, how much of the information that you needed did you get?



Survey says...

Q8 Was the event length too long too short or about right?



Survey Results - What did you like?

- “Music, photo booth, crafts, DJ, food, arcade games, venue”
- “Everything”
- “Spending time with my daughter”
- “I overall like the idea of the event. We did have a good time.”
- “The theme was cute, I liked that there was a DJ and crafts!
- “Family friendly, photo booth, made us get out of the house to have a special night with our kids!”
- “It's a special event for sure. It's a wholesome event that my son enjoyed so much. We look forward to it every year. We like making the craft as a souvenir and dancing and getting the photos done. It's all a great time.”

Survey Results - What would you change?

- “Love that this dance now has an "extra adult" section, however I'd really encourage them to completely get rid of the “Daddy Daughter” or “Mother Son” dance and just do multiple times for a FAMILY dance.”
- “Nothing. Got told after it was the best daddy/daughter date ever.”
- “I really hope more people come next year.”
- “Food. Not enough snack options.”
- “The DJ wasn’t playing relevant songs.”
- “More snacks would’ve been great.”
- “Maybe some more activities upstairs so that kids don’t want to spend the whole time wanting to play in the arcade. Maybe ice breaker type stuff.”
- “Give the video game cards at the end.”

Considerations for next year:

- Regionally and Nationally these type of dance events are trending away from Mother/Son & Father/Daughter specific dances and towards “Family Dances” to promote more inclusion.
- Is Mother’s Day weekend the best date for the event? Perhaps we should consider alternate event dates – such as a “Sweethearts Dance” in February or a “Monster Mash” in October.
- Consolidating the events to one day with three or four 90-minute sessions. Reduces impact on the host venue, allows us to enhance food and craft activities within the same budget allocation. Could also provide an opportunity to host a “Senior” dance session.
- Development of a more robust marketing plan to promote the dances.



Thank You

Questions or comments?

District Financial Review

APRIL 2023

Board Meeting
June 6th, 2023

Presented by Stephanie Buhrman, Director of Finance

General Fund

The General Fund is the principal operating fund for the District. Primary sources of revenue are property taxes, sales tax, lease income and interest income.

The balance of the Unrestricted Reserve as of 04/30/2023 is \$6,100,834.

General Fund Revenue

General Fund Revenue	2023 Budget	April	YTD Actual	Variance	% Earned YTD	Forecast
Real and Personal Property Tax	\$ 8,378,566	\$ 3,122,204	\$ 3,758,616	\$ (4,619,950)	44.86%	8,378,566
Sales Tax	540,000	40,628	176,391	(363,609)	32.66%	540,000
Private Harvest Tax	2,000	-	-	(2,000)	0.00%	2,000
Leasehold Excise Tax	5,000	-	320	(4,680)	6.41%	5,000
REET Funds	618,600	-	-	(618,600)	0.00%	618,600
Facility Rental Fees	119,647	11,019	42,727	(76,920)	35.71%	119,647
Investment Interest	300,000	67,286	251,056	(48,944)	83.69%	550,000
Long Term Golf Course Lease	60,000	12,995	22,024	(37,976)	36.71%	60,000
Housing Rentals/Leases	48,500	3,622	14,931	(33,569)	30.79%	42,500
Concessions Lease Facilities	1,000	-	-	(1,000)	0.00%	1,000
Deposits Received	-	1,260	10,455	10,455	0.00%	-
Other General Fund Revenue	5,000	175	2,288	(2,712)	45.77%	5,000
Sale of Machinery & Equipment	10,000	-	-	(10,000)	0.00%	10,000
Total General Fund Revenue	\$ 10,088,313	\$ 3,259,188	\$ 4,278,809	\$ (5,809,504)	42.41%	\$10,332,313

General Fund Revenue

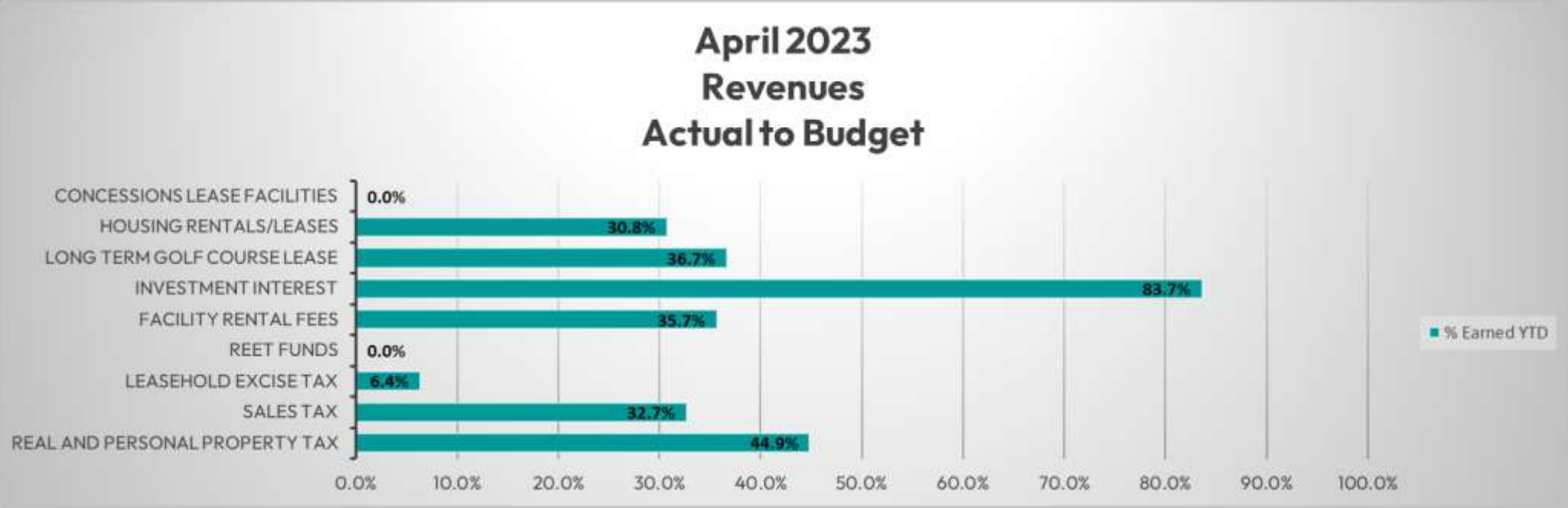
Annual Property Tax Revenue

Property Taxes	January	February	March	April	May	June	July	August	September	October	November	December	Total Levy
2023	\$ 12,595.55	\$ 207,824.80	\$ 415,992.48	\$ 3,122,203.50									\$ 8,378,566.00
	0.15%	2.48%	4.96%	37.26%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
2022	\$ 15,695.88	\$ 196,430.64	\$ 423,470.54	\$ 3,033,199.61	\$ 589,925.80	\$ 48,781.54	\$ 21,987.18	\$ 45,091.97	\$ 131,135.95	\$ 2,829,993.17	\$ 438,533.48	\$ 40,021.71	\$ 7,814,267.47
	0.20%	2.51%	5.42%	38.82%	7.55%	0.62%	0.28%	0.58%	1.68%	36.22%	5.61%	0.51%	
2021	\$ 10,880.22	\$ 224,863.73	\$ 433,638.90	\$ 2,879,198.06	\$ 427,511.47	\$ 51,740.06	\$ 23,247.10	\$ 41,456.79	\$ 125,391.26	\$ 2,576,706.32	\$ 491,718.05	\$ 35,256.62	\$ 7,321,608.58
	0.15%	3.07%	5.92%	39.32%	5.84%	0.71%	0.32%	0.57%	1.71%	35.19%	6.72%	0.48%	

In April, the District received over \$3.1 million in property taxes. Year-to-date the District has received \$3,758,616 or 45%, of the annual budgeted amount. Property tax does not stream in evenly throughout the year.

This chart shows the taxes the District received from Pierce County each month in 2021, 2022, and 2023. Revenue inflows are based on this historical outlook, which is used to time annual General Fund transfers.

General Fund Revenue

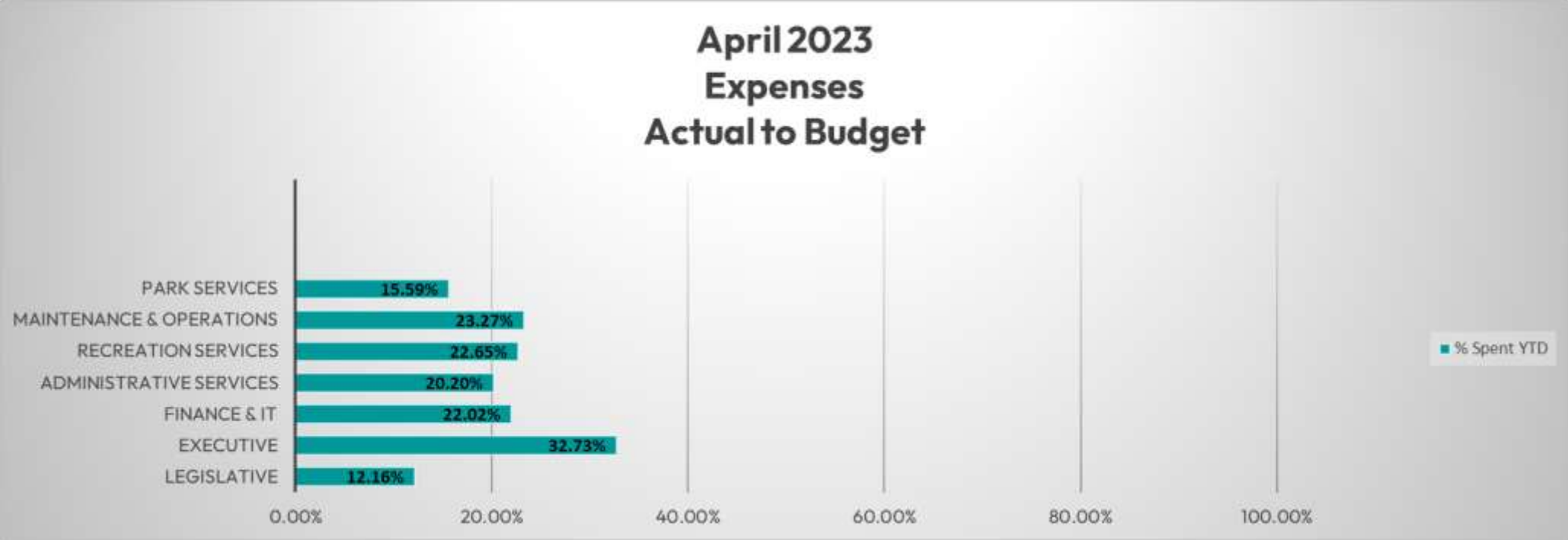


April 2023, Finance would anticipate revenues tracking an estimated 33%. Finance continues to monitor and track revenues, with REET Funds and Concession Lease Revenue anticipated later in the year. Property Tax is received monthly with larger deposits from the County in April and November when homeowner property tax is due. And investment interest rates continue to climb, at 4.973% for April.

General Fund Expenses by Division

General Fund Operating Expenses By Division	2023 Budget	April	YTD Actual	Variance	% Spent YTD	Forecast
Legislative	\$ 172,675	\$ 5,817	\$ 20,990	\$ 151,685	12.16%	\$ 172,675
Executive	510,067	31,118	166,943	343,124	32.73%	535,067
Finance & IT	1,053,508	71,335	231,946	821,562	22.02%	1,061,708
Administrative Services	828,405	54,900	167,310	661,095	20.20%	888,405
Recreation Services	212,264	2,021	48,080	164,184	22.65%	212,264
Maintenance & Operations	1,563,713	122,263	363,943	1,199,770	23.27%	1,583,913
Park Services	757,407	11,042	118,056	639,351	15.59%	757,407
Total General Fund Expenses	\$ 5,098,039	\$ 298,497	\$ 1,117,268	\$ 3,980,771	21.92%	\$ 5,211,439

General Fund Expenses by Division



For April 2023, Finance would anticipate expenses tracking an estimated 33%. All Divisions are currently tracking below this threshold.

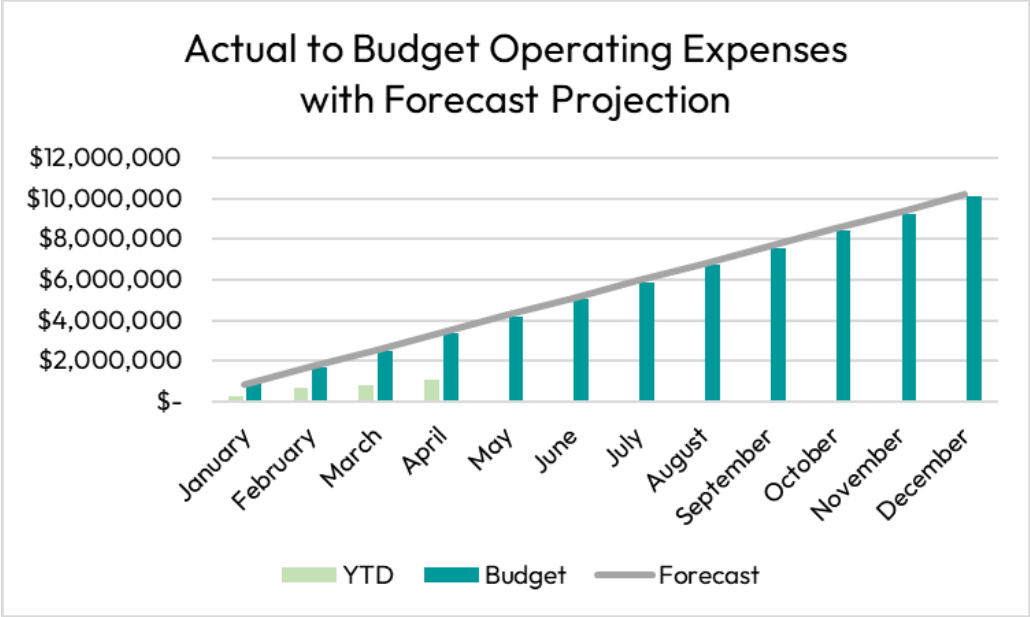
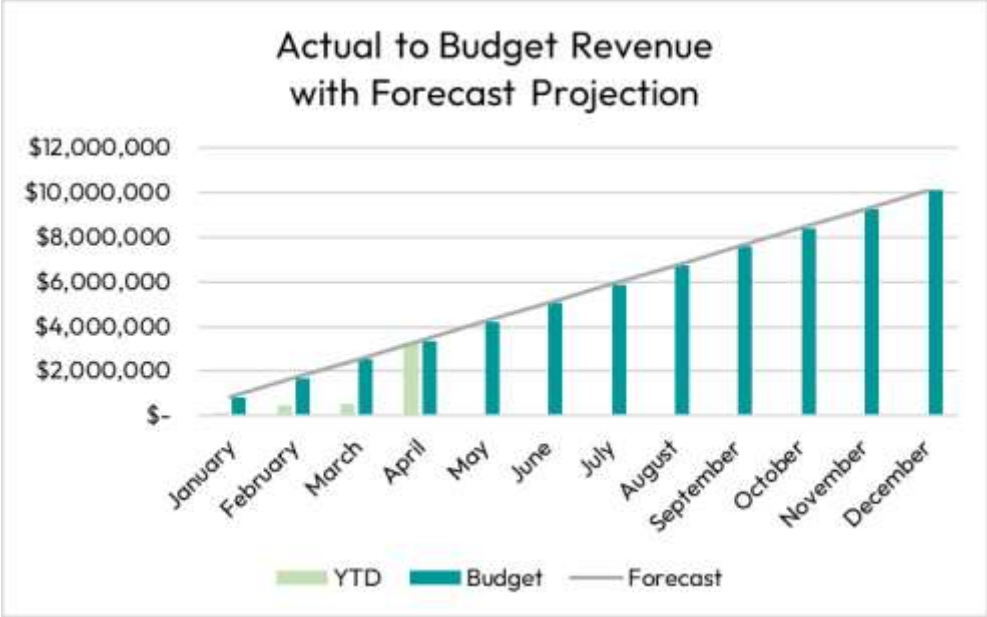
General Fund 2023 Budget-vs-Actual

General Fund Revenue	2023 Budget	2023 YTD Actual	2023 Forecast
Real and Personal Property Tax	\$ 8,378,566	\$ 3,758,616	\$ 8,378,566
Sales Tax	540,000	176,391	540,000
Leasehold Excise Tax	5,000	320	5,000
REET Funds	618,600	-	618,600
Facility Rental Fees	119,647	42,727	119,647
Investment Interest	300,000	251,056	550,000
Long Term Golf Course Lease	60,000	22,024	60,000
Housing Rentals/Leases	48,500	14,931	42,500
Concessions Lease Facilities	1,000	-	1,000
Deposits Received	-	10,455	-
Other General Fund Revenue	5,000	2,288	5,000
Sale of Machinery & Equipment	10,000	-	10,000
Total General Fund Revenue	\$10,088,313	\$ 4,278,809	\$10,332,313

General Fund Operating Expenses By Division	2023 Budget	2023 YTD Actual	2023 Forecast
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Park Services	757,407	118,056	757,407
Total General Fund Expenses	\$ 5,098,039	\$ 1,117,268	\$ 5,211,439

As of April 2023, General Fund revenues and operating expenses are tracking as anticipated. Investment interest revenue is forecasted to trend higher than budget for 2023.

General Fund Budget-vs-Actual:



Finance monitors Actual to Budget to Forecast of revenues and expenses in order to track the timing of annual transfers to other District Funds. Cash flow is monitored to ensure sufficient funds to cover Operating Expenses in the General Fund. Due to the prudent practices of the District’s Board of Park Commissioners, the District is on track to maintain the \$2,938,952 Unrestricted Reserve fund by year end.

General Fund Transfers

Transfers from General Fund	2023 Budget	April	Variance
Transfer Out to Recreation Fund	-	-	-
Transfer Out to Maintenance Fund	228,147	-	228,147
Transfer Out to Capital Equipment Fund	55,513	-	55,513
Transfer Out to Capital Project Fund	3,156,755	-	3,156,755
Transfer Out to Debt Service Fund	1,348,959	-	1,348,959
Transfer Out to Debt Contingency Fund	200,000	-	200,000
Transfer Out to Maintenance Reserve Fund	-	-	-
Total General Fund Transfers	\$ 4,989,374	\$ -	\$ 4,989,374

2023 interfund transfers out of the General Fund will begin after April 2023, as larger deposits of property taxes flow in.

Recreation Revolving Fund

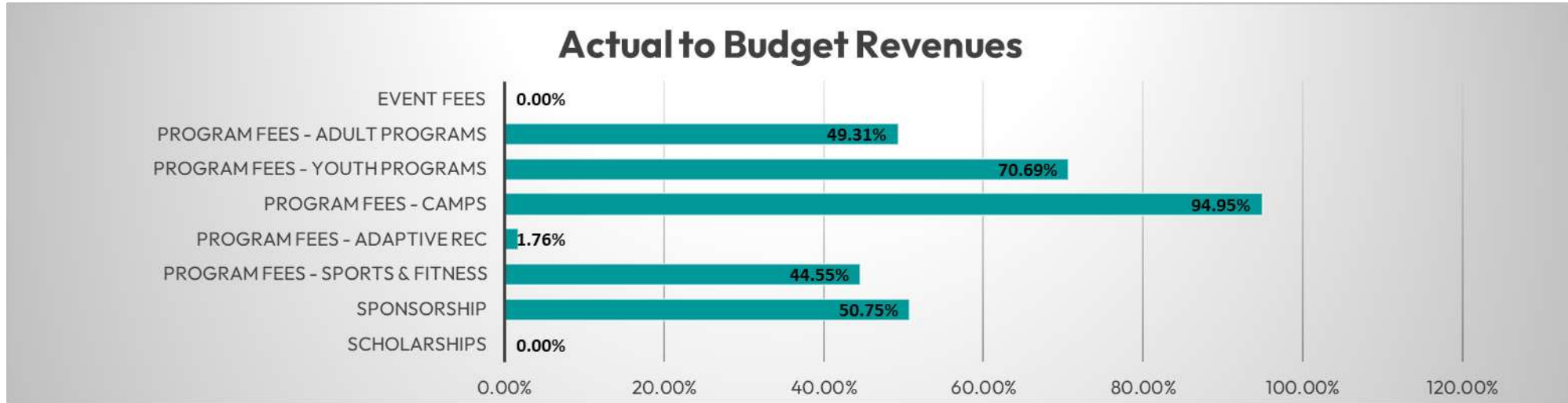
The Recreation Revolving Fund is used to support year-round recreation programs and special events for the community. Primary sources of revenue include fees for services, including program fees, facility fees and use fees. The balance of this fund is \$897,854.



Recreation Revolving Fund Revenue

Recreation Revolving Fund Revenue	2023 Budget	April	YTD Actual	Variance	% Earned YTD
Interest Earned - Recreation	\$ -	\$ -	\$ -	\$ -	0.00%
Donations	2,500	-	-	(2,500)	0.00%
Scholarships	-	-	-	-	0.00%
Sponsorship	16,750	8,500	8,500	(8,250)	50.75%
Other Recreation Revenue	-	-	-	-	0.00%
Program Fees - Sports & Fitness	472,483	51,366	210,484	(261,999)	44.55%
Program Fees - Adaptive Rec	8,505	15	150	(8,355)	1.76%
Program Fees - Camps	159,800	28,444	151,728	(8,072)	94.95%
Program Fees - Youth Programs	52,558	9,799	37,151	(15,407)	70.69%
Program Fees - Adult Programs	30,650	1,340	15,112	(15,538)	49.31%
Program Fees-Senior Program	8,448	-	-	(8,448)	0.00%
Event Fees	13,150	-	-	(13,150)	0.00%
Total Recreation Revolving Fund Revenue	\$ 764,844	\$ 99,464	\$ 423,126	\$ (341,718)	55.32%

Recreation Revolving Fund Revenue:

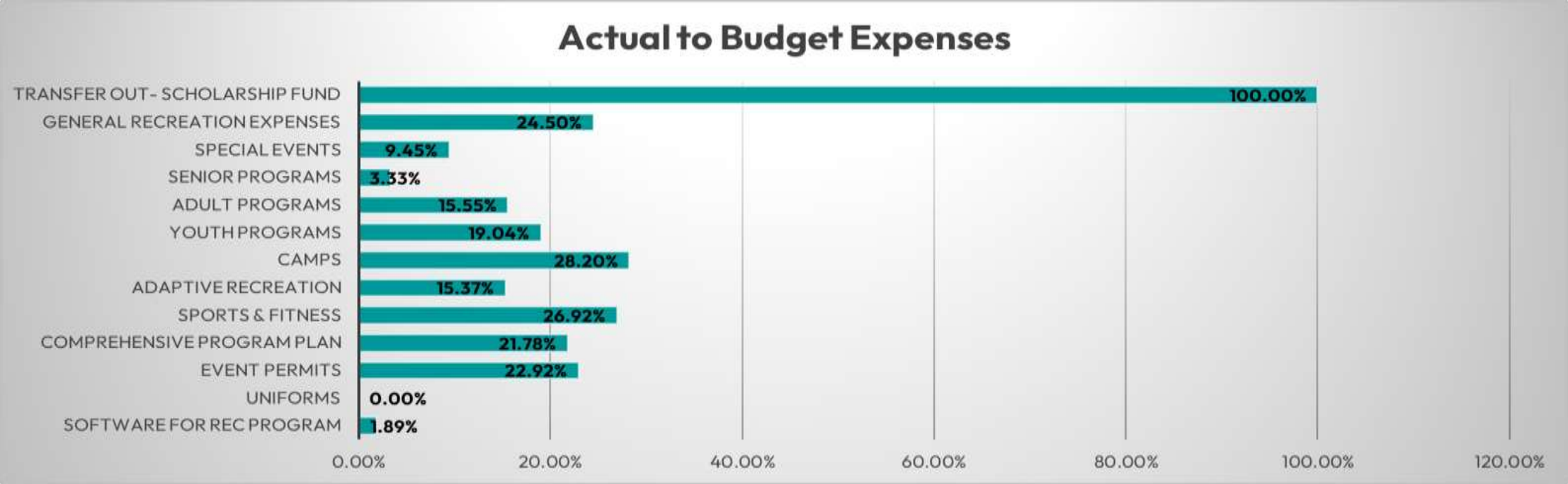


- Adult Program revenue is at nearly 50% of budget.
- Youth Program revenue is at 70.69% of budget, with strong STEM registrations.
- Camp Program revenue is at nearly 95% of budget, with Outdoor Ed & summer camp registrations.
- Sports & Fitness revenue is at nearly 45% of budget.

Recreation Revolving Fund Expenses

Recreation Revolving Fund Expenses	2023 Budget	April	YTD Actual	Variance	% Spent YTD
Software for Rec Program	61,087	648	1,155	(59,932)	1.89%
Uniforms	1,750	-	-	(1,750)	0.00%
Event Permits	1,200	275	275	(925)	22.92%
Comprehensive Program Plan	45,000	-	9,803	(35,197)	21.78%
Sports & Fitness	369,115	30,929	99,366	(269,749)	26.92%
Adaptive Recreation	36,314	-	5,580	(30,734)	15.37%
Camps	112,603	5,807	31,750	(80,853)	28.20%
Youth Programs	48,363	4,457	9,210	(39,153)	19.04%
Adult Programs	27,956	1,155	4,348	(23,608)	15.55%
Senior Programs	38,565	862	1,285	(37,280)	3.33%
Special Events	99,279	6,812	9,384	(89,895)	9.45%
General Recreation Expenses	606,266	55,398	148,532	(457,734)	24.50%
Transfer Out- Scholarship Fund	50,000	-	50,000	-	100.00%
Total Recreation Revolving Fund Expenses	\$ 1,497,498	\$ 106,343	\$ 370,688	\$ (1,126,810)	24.75%

Recreation Revolving Fund Expenses



Recreation Revolving Fund

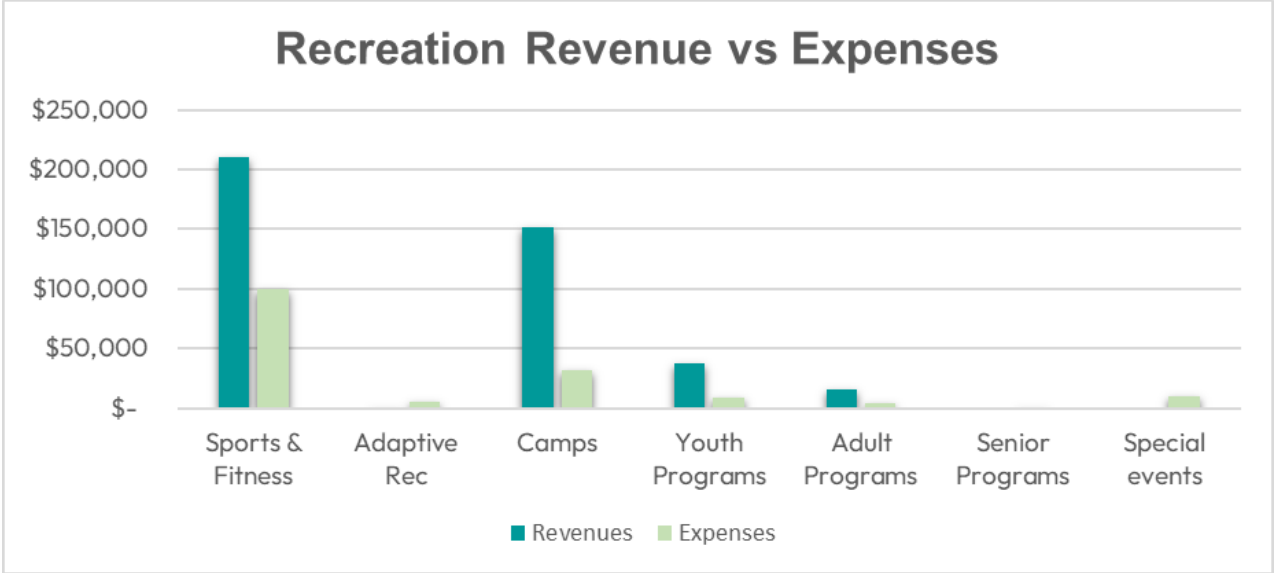
Revenues-vs- Expenses by Program Type

Recreation Revolving Fund Revenues	Actual YTD
Interest Earned - Recreation	\$ -
Donations	-
Scholarships	-
Sponsorship	8,500
Other Recreation Revenue	-
Transfer In from General Fund	-
Park & Field Rental Fees	-
Facility Rental Fees	-
Program Fees - Sports & Fitness	210,484
Program Fees - Adaptive Rec	150
Program Fees - Camps	151,728
Program Fees - Youth Programs	37,151
Program Fees - Adult Programs	15,112
Event Fees	-
Total Rec Revolving Fund Revenues	\$ 423,126

Recreation Revolving Fund Expenses	Actual YTD
Software for Rec Program	1,155
Uniforms	-
Event Permits	275
Comprehensive Program Plan	9,803
Sports & Fitness	99,366
Adaptive Recreation	5,580
Camps	31,750
Youth Programs	9,210
Adult Programs	4,348
Senior Programs	1,285
Special Events	9,384
General Recreation Expenses	148,532
Transfer Out- Scholarship Fund	50,000
	-
Total Rec Revolving Fund Expenses	\$ 370,688

2023 Rec Revolving revenues outpace expenses through April.

Recreation Revolving Fund Revenues-vs- Expenses by Program Type



Capital Project Fund

The Capital Project Fund supports projects identified in the Capital Improvement Plan (CIP). Capital Projects involve new construction, renovation or improvements to infrastructure and other systems and/or the acquisition of real property.

The primary sources of revenue for the Capital Fund in 2023 are grants, investment income and interfund transfer from the General Fund. There are currently 29 projects funded within the Capital Fund.

The balance as of 04/30/2023 is \$30,075,648.

Capital Project Fund

Project #	Project	Year Started	2023 YTD Expenditures
32601	Community Recreation Center - Planning & Construction	2017	\$ 666,871
30104	Turf - Sehmel Homestead Park	2020	41,369
30401	Hale Pass - Renovation	2018	46,705
2022-3	Sehmel Homestead Park- Resurf ace Playground	2022	-
2022-4	Peninsula Gardens Fund	2022	24,373
2022-5	DeMolay Sandspit Fund	2022	35,063
2022-6	Narrows Beach Fund	2022	24,249
2022-7	Sunrise Beach Fund	2022	17,814
2022-8	RoseDale Hall Fund	2022	46,928
2022-9	District- Key and access control plan Fund	2022	-
2022-10	District- Signage and wayfinding master plan design Fund	2022	-
2022-11	Peninsula Gardens	2022	3,600
2022-12	Harbor Family	2022	-
2022-13	Peninsula Gardens	2022	-
2022-14	District- Unidentified life safety or deferred maintenance issues- Fund	2022	-
2022-15	Narrows West	2022	-
2023-2	CRC- Replace Existing Roof	2023	-
2023-3	DeMolay Sandspit- Develop Master Plan	2023	-
2023-4	Fox Island Fishing Pier	2023	-
2023-5	Tubby's Trail- Upgrades to dog park	2023	725
2023-6	Fox Island Fishing Pier- Replace top rail at dock	2023	-
2023-7	Narrows Beach- Repair & repave access road	2023	-
2023-8	Sunrise, Narrow- Defered Maintenance - single family homes	2023	-
2023-9	CRC- Upgrade Mini Golf Course	2023	-
2023-10	Madrona Links- To be determined	2023	-
2023-11	District- Replace park entry gates	2023	-
2023-12	District- Planned major maintence- TBD	2023	-
2023-13	District- Capital Campaign Initiatives	2023	265,741
2023-14	District- New Operations Vehicles	2023	-
	Total YTD Capital Fund Expenditures		\$ 1,173,438

As of 04/30/2023, \$1,173,438 has been spent on capital projects.

Other Funds:

Scholarship Fund:

- ❖ The Scholarship Fund was created to provide partial funding to persons who want to participate in the District's fee-based recreation programs and meet eligibility requirements.
- ❖ The 2023 Board approved Scholarship Fund budget is \$50,000.
- ❖ As of 04/30/2023, \$3,561 has been awarded to 21 participants with an average award size of nearly \$96.24. Of the 21 participants, 11 of the awarded were in District, 8 were out of the District, with 2 still pending information.
- ❖ A breakdown of awards shows that \$300 was awarded for sports programs, \$3,051.75 for camps, and \$209.25 for youth programs.
- ❖ \$4,630 was awarded in scholarship in 2022.

Questions?



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STUDY SESSION MINUTES

May 16, 2023, 5:00 PM

Arletta Schoolhouse at Hales Pass Park - 3507 Ray Nash Drive NW, Gig Harbor, WA 98335

Call to Order Time: 5:00 PM

Commissioner Roll Call:

	Present	Excused	Comment
President Nixon	x		
Commissioner Hill	x		Zoom
Commissioner Babich	x		
Commissioner Grimmer	x		Left at 5:45 PM
Commissioner Kingsbury	x		Arrived at 5:09 PM

Quorum, Yes

ITEM 1 Board Discussion

- 1a. **Parks, Recreation, and Open Space Plan Survey Report**
 PowerPoint Presentation by Teresa Jackson and Dave Peterson,
 BerryDunn

BOC Questions: Any surprises or typical patterns? **BerryDunn:** PenMet Parks demographics are unique, the gaps are really rising to the top.

BOC Questions: Does this include pocket parks? **BerryDunn:** No, not in the neighborhoods, we do not unless we include all of them.

ITEM 2 Adjournment Time: 5:59 PM

BOARD OF PARK COMMISSIONERS MEETING PROCEDURES

The Board of Park Commissioners encourages the public to attend its Board meetings. All persons who attend Board meetings must comply with Board Policy P10-106 providing for the Rules of Decorum at Board Meetings. This Policy is to preserve order and decorum and discourage conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of Board meetings. A copy of the policy is available at each meeting and at www.penmetparks.org.

Approved By the Board on _____

 Steve Nixon, Board President

 Maryellen "Missy" Hill, Board Clerk

 Attest: Ally Bujacich

 Submitted by: Robyn Readwin, Board Secretary



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REGULAR MEETING MINUTES

May 16, 2023, 6:00 PM

Arletta Schoolhouse at Hales Pass Park - 3507 Ray Nash Drive NW, Gig Harbor, WA 98335

Call to Order Time: 6:05 PM

Commissioner Roll Call:

	Present	Excused	Comment
President Nixon	x		
Commissioner Hill	x		Via Zoom
Commissioner Babich	x		
Commissioner Grimmer	x	x	Joined at 6:55 PM, left at 7:07 PM
Commissioner Kingsbury	x		

Quorum, Yes

ITEM 1 President's Report: None

ITEM 2 Executive Director's Report

- Introduce new Grounds Specialist, Lucas Mochnick.
- Date change for Family Fun Fest and Bike Bash to 8/20 to focus on the end-of-summer celebration and back-to-school with a back-to-school supply drive.
- June 24, 2023 Fleetwood Mac Screen Concert will include yard games and food trucks.
BOC Question: Will there be a beer garden? **Staff Answer:** Staff can research the viability.
- CRC Phase II update: putting finishing touches on bid documents for 6/5 with bids due 6/10. Begin construction this summer, pending permit receipt.
- PROS open house May 17th at Arletta Schoolhouse with virtual component.

ITEM 3 Special Presentations

3a. Recreation Scholarship Program Quarterly Report - Q1 2023

PowerPoint Presentation by Director of Recreation Services, Tracy Gallaway.

BOC Question: Have we connected with school counselors? Can you reach out to each school counselor and dean? Give them the power to identify 100% hardship. **Staff Answer:** Yes, we will; they are the trusted advocates. **BOC Comment:** Have you connected with the fish food bank that would connect with adults? **Staff Answer:** Yes. **BOC Comments:** Provide youth programs at the same time as adult programs. "Scholarship" – consider rewording to "Financial Assistance."



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ITEM 4 Board Committee Reports

4a. Park Services Committee– Has not met since last meeting.

4b. Finance Committee

- Progress update on policies and procedures
- Annual financial report
- Inventory wrap up
- Potential Levy Lid Lift and timeline

4c. Administrative Services Committee

- Recent hires
- Social media stats and marketing campaigns
- Staff training satisfaction survey
- Next steps from 5/2 study session
- Reviewed draft MOU for Harbor WildWatch
- Reviewed Holiday resolution

4d. Recreation Services Committee– Has not met since last meeting.

4e. Campaign Committee

- Upcoming tours and events
- Upcoming foundation grants
- 1:1 with Commissioner scheduling
- Request to move May 25 Meeting

4f. External Committees–

- Gig Harbor Peninsula Youth Sports Commission
 - GH Complex Updates
 - YMCA meeting

ITEM 5 Public Comments Provided By:

- Anne Smith
- Ken Lee
- Fran Conn

ITEM 6 Minutes

6a. Approval of the April 28, 2023 Special Meeting - Board Retreat Site Tour Minutes

6b. Approval of the April 29, 2023 Special Meeting - Board Retreat Minutes

6c. Approval of the May 2, 2023 Study Session Minutes

6d. Approval of the May 2, 2023 Regular Meeting Minutes
 Commissioner Moved to adopt the minutes as presented;
 Commissioner Seconded;
 Roll call vote. Approved Unanimously. Motion Carried.



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ITEM 7 Consent Agenda

7a. Resolution C2023-007 Authorizing the Application for Pierce County Conservations Futures Grant

Commissioner Moved to adopt the consent agenda as presented;
 Commissioner Seconded;
 Roll call vote. Approved Unanimously. Motion Carried.

ITEM 8 Unfinished Business

8a. Resolution RR2023-008 Adopting Policy P10-107 Advisory Committee Policy (Second Reading)

Presider: This Item was moved and seconded on May 2, 2023. There is a motion on the table.

Staff presentation by Executive Director Ally Bujacich

Board discussion: None

Roll call vote. Approved Unanimously. Motion Carried.

ITEM 9 New Business

9.1 Purchasing Resolutions Requiring One Reading for Adoption: None

9.2 Single Reading Resolutions Requiring One Reading for Adoption

9.2a Resolution R2023-003 Granting the Colvos Heights Homeowners Association Request for Easement

Commissioner moved;

Commissioner seconded.

Memo overview by Director of Park Services, Denis Ryan

Board Question: Thank you for your due diligence, Denis. In a nutshell, if we went ahead with this easement and the stormwater pipe was put in, our insurance company would not cover 3rd party facility built on public land? **Staff:** Correct **Board Question:** If the HOA insures it, their insurance will only cover the pipe and not any damage to the public land? **Staff:** Likely cover home damage, personal injury, and their structure, but to stabilize the hillside, would be very tricky and would likely be in excess dollarwise and would not be covered. **Board Question:** Potential risk to potential value; this is high risk of loss of funds in the event of flooding, and there is not a public benefit. **Staff:** That is correct. **Staff:** Given the topograpghy, significant damage may not be repairable. **Board Question:** So there is a risk that damage could not be repaired. **Staff:** Yes, possible.

Board Comment: Thank you for the presentation and the recommendation. It has been a lot of information and documentation that staff has reviewed, and commissioners have reviewed. Important to note for the requestor, I have reviewed and considered all documents and public comments provided by Colvos Heights Homeowners Association as well as the information provided by PenMet Parks Staff. In addition to the



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risks demonstrated by our insurance provider, the question I come back to is, does this easement benefit public interests in PenMet Parks? At this time, there is no master plan for the Maplewood property, and that would include public process and public input. I cannot conclude this easement will provide sufficient public benefit at this time.

Board Comment:

The easement request from the Colvos Heights HOA has provided a significant amount of information to review. I personally have reviewed all of the information provided, reviewed staff questions and responses, and had conversations with staff and members of the HOA. I have personally walked the site, examined the slope, and reviewed installed systems like the one being proposed.

I am not an engineer, but there are many things to be considered that are readily observable regarding this request.

The first is that water flows downhill and follows the path of least resistance. This proposed system would convey water across the slope, away from the natural drainage, bringing it onto a portion of the slope that is not currently impacted by the water that will be collected, conveyed, and discharged.

Secondly, this slope has been prone to slides since well before any development in the area, and it will continue to be prone to slides. The evidence lies all along Colvos Pass, the Narrows, and Puget Sound.

Thirdly, the proposed system uses galvanized collars, 12" plastic pipe, and galvanized pipe anchors. The majority of this system will be above ground. The low-growing ferns and vegetation in the area will not cover the pipe. The system will be easily visible on public land forever.

Fourth, the galvanized elements, both above and below ground and the plastic pipe will degrade over time, requiring maintenance or replacement. While this site is currently not developed as a park, there will be future impacts to park users having the system in place and for maintenance and repairs.

As has been mentioned, there is potential capacity in this system that could benefit the taxpayers during future development of the site. The fact is, we do not currently have a plan to develop the park, nor do we know what future development will look like and what surface water management requirements will be in place when development occurs. The only position I could support under this consideration is that if PenMet was currently developing the



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site and we could clearly define the benefit to the taxpayers, which is not the case.

In my time on the Board, I recall one easement request that was granted. It was an existing access easement that was already in use by neighboring property owners to access properties. This was an easement that PenMet inherited when we acquired the property, which I believe is how most of our recorded easements have come to be. To my knowledge, there has never been an easement request like this that has been granted by the Board.

I understand this is a very challenging and unfortunate situation for the Colvos Heights HOA. I understand the options are limited to resolve their issue, and this was identified as a cost-effective option for them. I believe it is our responsibility to work with our neighbors to mitigate impacts created by park lands and be good neighbors. This is not a situation where the issue has been created by park land.

I cannot support the installation of this type of system on park district property and encumbering the district and future boards in managing and developing this park district property. I will be voting against granting this request as I feel an easement for this type of system is not in the best interest of our constituents at this time.

Roll call vote. Voted Against Unanimously. Motion Lost.

9.2b Resolution R2023-004 Adopting the 2024 Goals and Objectives

Commissioner moved;

Commissioner Seconded.

Staff presentation by Executive Director Ally Bujacich

Board Comment: Appreciate adopting goals and objectives. I enjoy the time we do to chart the course and all the staff time. Effective way to plan and advance park district.

Roll call vote. Approved Unanimously. Motion Carried.

9.2c Resolution R2023-005 Authorizing the Executive Director to Negotiate and Execute a Memorandum of Understanding with Harbor WildWatch

Commissioner moved;

Commissioner Second.

Memo overview by Director of Administrative Services, Zemorah Murray.

Board comment: Thrilled with this partnership, we are aligned. Happy to see it made official.

Roll call vote. Approved Unanimously. Motion Carried. .



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9.2d Resolution R2023-006 Adopting District Paid Holidays

Commissioner moved;
 Commissioner second.
 Memo overview by Director of Administrative Services, Zemorah Murray.
 Board discussion: None
 Roll call vote. Approved Unanimously. Motion Carried.

9.3 Two Reading Resolutions Requiring Two Readings for Adoption: None

ITEM 10 Comments by Board

Did join Sehmel pickleball players Saturday; so welcoming, different levels, all of the courts were full. Very positive experience. We could use some dedicated pickleball courts. All in to move process forward.

ITEM 11 Next Board Meetings

June 6, 2023 Study Session at 5:00 pm and Regular Meeting at 6:00 pm at the Arletta Schoolhouse at Hales Pass Park - 3507 Ray Nash Drive NW, Gig Harbor, WA 98335

ITEM 12 Executive Session

12a. Executive Session for the purpose of considering the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price pursuant to RCW 42.30.110 (b).

The Board of Park Commissioners will meet in executive session for a period of 30 minutes. The Board is not expected to take final action following the executive session.

Entered: 7:23 PM. The Board is extended the executive session for a period of 40 minutes.

Ended: 8:32 PM

ITEM 13 Adjournment Time: 8:32 PM

BOARD OF PARK COMMISSIONERS MEETING PROCEDURES

The Board of Park Commissioners encourages the public to attend its Board meetings. All persons who attend Board meetings must comply with Board Policy P10-106 providing for the Rules of Decorum at Board Meetings. This Policy is to preserve order and decorum and discourage conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of Board meetings. A copy of the policy is available at each meeting and at www.penmetparks.org.

Approved By the Board on _____



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Steve Nixon, Board President

Maryellen “Missy” Hill, Board Clerk

Attest: Ally Bujacich

Submitted by: Robyn Readwin, Board Secretary



DISTRICT COMMISSION MEMO

To: Board of Park Commissioners

Through: Ally Bujacich, Executive Director

From: Zemorah Murray, Director of Administrative Services

Date: June 6, 2023

Subject: **Resolution C2023-008 Authorizing the Application for a Washington State Archives Grant**

Background/Analysis

The Peninsula Metropolitan Board of Park Commissioners has identified records management as a priority for the District. Improvements to document organization, retention, and destruction systems will advance the District's operational effectiveness.

Funding

Washington State Archives, a division of the Office of the Secretary of State, is currently accepting applications for the Local Records Grant Program with an application deadline of May 26, 2023. PenMet Parks desires to participate in this grant program to the greatest extent possible to receive supplementary funding to organize, destroy, and manage District records.

Policy Implications/Support

1. R2021-016, adopted July 20, 2021, established a goal to implement effective administrative and operational procedures; and
2. Board Policy P10-101, adopted October 4, 2022, states, in part, that PenMet Parks is accountable to its citizens for use of public dollars, and the limited financial resources of PenMet Parks must be wisely used to ensure adequate funding to support the services, public facilities, and infrastructure necessary to meet the community's present and future needs; and
3. The Washington Secretary of State regulates the destruction and transfer of public records documenting common function and activities of state government agencies through the General Records Retention Schedule.

**Staff Recommendation**

Staff recommends the Board pass Resolution C2023-008 authorizing the Executive Director to prepare and submit such forms and information as is required to make an application to the Secretary of State Local Records Grant Program for funding the staff time necessary to organize, archive, and securely destroy current paper documents. This recommendation is supported by the adopted Resolution R2021-016 to implement effective administrative and operational procedures, Policy P10-101 wisely using adequate funding to support District operations and public accountability and complying with RCW 40.14 and the Public Records Retention Schedule.

Staff Contact

If you have any questions or comments, please contact Zemorah Murray, Director of Administrative Services at (253) 858-3400 or via e-mail at zmurray@penmetparks.org.

Attachments:

Exhibit A: Resolution C2023-008



Peninsula Metropolitan Park District

RESOLUTION C2023-008

RESOLUTION AUTHORIZING APPLICATION FOR SECRETARY OF STATE LOCAL RECORDS GRANT PROGRAM

Project Name: Local Records Grant

WHEREAS, the Peninsula Metropolitan Park District Board of Park Commissioners has identified Records Management as a priority for the District; and

WHEREAS, Washington State Archives, a division of the Office of the Secretary of State, is accepting applications for a Local Records Grant Program; and

WHEREAS, PenMet Parks desires to participate in this grant program to the greatest extent possible as a means of supplementing the funds necessary to allocate human resources to sort and organize paper records, create a records inventory, destroy non-archival records, and prepare archival records for transfer;

NOW THEREFORE BE IT

RESOLVED, by the Board of Park Commissioners of the Peninsula Metropolitan Park District, that the Executive Director is authorized to prepare and submit such forms and information as is required to make an application to the Secretary of State Local Records Grant Program for funding the human resources required for records preparatory work.

The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on June 6, 2023.

President

Clerk

Attest



DISTRICT COMMISSION MEMO

To: Board of Park Commissioners

Through: Ally Bujacich, Executive Director

Through: Denis Ryan, Director of Park Services

From: John Adams, Capital Project Manager

Date: June 6, 2023

Subject: **Resolution P2023-004 Authorizing the Executive Director to Sign the A/E Agreement for the Tacoma DeMolay Sandspit Nature Preserve Master Plan, Facility, and Accessibility Improvement Project with Baumwelt**

Background/Analysis

The Board of Park Commissioners passed Resolution 2023-002, adopting the 2023 capital budget and Capital Improvement Plan (CIP), including the Tacoma DeMolay Sandspit Nature Preserve Master Plan, Facility, and Accessibility Improvement Project. This project includes creating a master plan for the DeMolay Sandspit property and implementing the highest priorities as allowed by the project budget. This project does not include funding to implement the bulkhead removal study that is currently being conducted by Pierce Conservation District and is expected to be complete in spring or summer 2023. However, outcomes from the bulkhead study will be considered during master planning and design.

On February 21, 2023, the Board of Park Commissioners passed Resolution RR2023-002 adopting the total project budget of \$1,895,788.72 for the Tacoma DeMolay Sandspit Nature Preserve Master Plan, Facility, and Accessibility Improvement Project.



Project Budget Summary

Estimated Maximum Allowable Construction Cost (MACC)	\$ 1,200,000.00
A&E Master Plan	\$ 120,895.00
A&E design and construction	\$ 220,432.00
Consultant fees, permit fees, FF&E, and other soft costs	\$ 77,261.72
Sales tax	\$ 97,200.00
Estimated contingency	\$ 180,000.00
Total project cost	\$ 1,895,788.72

On March 3, 2023, PenMet Parks issued a Request for Qualifications (RFQ No. 2023.001) for Architect/Engineering (A/E) services for the Tacoma DeMolay Sandspit Nature Preserve Master Plan, Facility, and Accessibility Improvement Project. This RFQ was sent to 281 firms registered on the MRSC Roster, and a notice was posted advertising the RFQ in the Tacoma News Tribune. The RFQ was published on the PenMet Parks website.

Submittals were accepted until 2 p.m. on March 22, 2023. One submittal was received from a qualified A/E firm. The Selection Committee evaluated the Baumwelt submittal and determined the firm was qualified to perform the required scope of work. Staff subsequently negotiated a scope of work that includes Master Planning and Design/Construction of the highest priorities within the Maximum Allowable Construction Cost (MACC) of \$1,200,000.00.

The scope of work includes master planning (site investigation, community engagement, and master plan development) and design and construction administration (construction documents, permits, bid, and construction support) of the highest priorities.

The professional service fees are not to exceed \$ 341,327.00, which includes up to \$120,895.00 for master planning and up to \$220,432.00 for design and construction. The professional services for design/construction align with the Washington State Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects for basic services and other services that are required to meet the desired project objectives, such as civil design in sensitive areas and landscape architecture.

A review of the RFQ process was conducted for the purpose of better understanding market conditions and to improve upon processes when procuring professional A/E services in the future. Projects that were on hold during the COVID pandemic are now



underway, creating current market conditions with relatively few available A/E resources.

Policy Implications/Support

1. The Board approved Resolution RR2022-011 adopting the 2023 capital budget and CIP, including the Tacoma DeMolay Sandspit Nature Preserve Master Plan, Facility, and Accessibility Improvement Project.
2. The Board approved Resolution RR2023-002 adopting the total project budget for the Tacoma DeMolay Sandspit Nature Preserve Master Plan, Facility, and Accessibility Improvement Project of \$1,895,788.72.
3. The Tacoma DeMolay Sandspit Nature Preserve Master Plan, Facility, and Accessibility Improvement Project is supported by the following 2023 Goals and Objectives: Goal 3. Effectively manage and maintain assets to preserve existing infrastructure and provide parks and recreation opportunities for the community.

Staff Recommendation

Staff recommends the Board pass Resolution P2023-004 authorizing the Executive Director to sign the A/E agreement for the Tacoma DeMolay Sandspit Nature Preserve Master Plan, Facility, and Accessibility Improvement Project with Baumwelt.

Committee Recommendation

This action was reviewed by the CIP Committee at its May 22, 2023, meeting with a recommendation to bring this action to the full Board for its approval.

Staff Contact

If you have any questions or comments, please contact Denis Ryan at 253-649-5254 or via e-mail at dryan@penmetparks.org or John Adams at 253-313-2054 or via e-mail at jadams@penmetparks.org

Attachments:

Exhibit A: Resolution P2023-004



Peninsula Metropolitan Park District

RESOLUTION NO. P2023-004

AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN AN ARCHITECTURAL/ENGINEERING AGREEMENT FOR THE DESIGN OF THE TACOMA DEMOLAY SANDSPIT NATURE PRESERVE MASTER PLAN, FACILITY, AND ACCESSIBILITY IMPROVEMENT PROJECT WITH BAUMWELT

WHEREAS, the Peninsula Metropolitan Park District Board of Park Commissioners allocated funding for the Tacoma DeMolay Sandspit Nature Preserve Master Plan, Facility, and Accessibility Project in the 2023 Capital Budget and Capital Improvement Plan (CIP); and

WHEREAS, the Board of Park Commissioners passed Resolution RR2023-002 adopting the budget for the Tacoma DeMolay Sandspit Nature Preserve Master Plan, Facility, and Accessibility Improvements; and

WHEREAS, District staff issued a Request for Qualifications (RFQ No. 2023.001), and after review of the submittals, the Selection Committee identified Baumwelt as the most qualified applicant and subsequently negotiated the attached agreement in an amount not to exceed Three Hundred Forty-One Thousand Three Hundred Twenty-Seven Dollars and Zero Cents (\$341,327.00) with a total project Maximum Allowable Construction Cost (MACC) of One Million Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00);

NOW THEREFORE BE IT

RESOLVED, by the Board of Park Commissioners, that the Executive Director be authorized to execute the Architectural/Engineering Agreement for the Design of the Tacoma DeMolay Sandspit Nature Preserve Master Plan, Facility, and Accessibility Project in an amount not to exceed Three Hundred Forty-One Thousand Three Hundred Twenty-Seven Dollars and Zero Cents (\$341,327.00), exclusive of applicable WSST, in substantially the form attached as Exhibit "A."

The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on June 6, 2023.

Steve Nixon, Board President

Maryellen "Missy" Hill, Board Clerk

Attest: Ally Bujacich

Peninsula Metropolitan Park District



ARCHITECTURAL/ENGINEERING AGREEMENT Tacoma DeMolay Sandspit Nature Preserve Master Plan, Facility, and Accessibility Improvement Project

THIS AGREEMENT is dated this 7th day of June 2023 (for reference purposes only), by and between the Peninsula Metropolitan Park District, hereinafter called "PenMet Parks" and Baumwelt PLLC, whose address is, 919 MLK Way Tacoma, WA, 98405, hereinafter called the "A & E".

WITNESSETH:

WHEREAS, PenMet Parks proposes to proceed with the master plan and design for the Tacoma DeMolay Sandspit Nature Preserve, hereinafter referred to as the "Project" at a maximum allowable construction cost as defined in Article V, and hereinafter referred to as "M.A.C.C.", not to exceed ONE MILLION TWO HUNDRED THOUSAND and 00/100 Dollars (\$1,200,000.00). The M.A.C.C. shall be adjusted only by written amendment to this Agreement. The M.A.C.C. does not include professional fees or Washington State Sales Tax.

WHEREAS, the A & E represents it and its personnel are licensed by the State of Washington to perform the services required by this Agreement.

NOW, THEREFORE, PenMet Parks and the A & E, for the consideration hereinafter named, agree as follows:

The A & E shall provide professional services for the project as hereinafter set forth in this Agreement, and for the fee(s) as set forth in Exhibit A, subject to Conditions of the Agreement.

CONDITIONS OF THE AGREEMENT

Article I: PenMet Parks Responsibilities

- A. In consultation with PenMet Parks Board of Park Commissioners and staff, the A & E shall develop a written Program of Requirements for the Project. PenMet Parks shall approve the final Program of Requirements. PenMet Parks standards for construction, if any, shall be considered a part of the program requirements. Should PenMet Parks make any modifications to the Program of Requirements after the Program of Requirements has been approved, PenMet Parks shall forward to the A & E written copies of such modifications as soon as practical. The preparation of the Program of Requirements shall be part of the Schematic Design Phase.
- B. PenMet Parks shall furnish to the A & E sample construction contract documents containing PenMet Parks contract requirements and provisions.
- C. PenMet Parks shall furnish to the A & E documents and information in its possession and related to the Project as requested by the A & E. PenMet Parks will provide a survey of the property, and any existing site construction drawings to the A & E.
- D. PenMet Parks shall furnish information, approvals, and services required of PenMet Parks as expeditiously as reasonably necessary for the orderly progress of the work.

- E. PenMet Parks shall designate a representative authorized to act in its behalf. He will examine documents submitted by the A & E, render decisions and advise the A & E promptly to avoid unreasonable delay in the progress of the A & E's work. PenMet Parks representative for this project will be Denis Ryan (e-mail: dryan@penmetparks.org.org).
- F. PenMet Parks shall arrange and pay for the required advertisements and reproduction for bid for the construction of the Project.
- G. PenMet Parks shall follow the procedure of issuing orders to contractors only through the A & E except in case of emergency threatening injury to persons or property or when PenMet Parks policies, personnel, or property are involved, in which case PenMet Parks will promptly notify the A & E of the action taken.
- H. Field representatives of PenMet Parks will make routine on-site observations. They shall consult with the A & E on problems as they may arise and be available to assist the A & E in matters relative to coordinating the progress of the work.
- I. PenMet Parks shall furnish such legal, accounting and insurance counseling services as may be necessary for PenMet Parks use on the Project and such auditing services as PenMet Parks may require to ascertain how, or for what purposes, the A & E and any consultants and sub-contractors have used the moneys paid to them under this Agreement and have complied with the terms of this Agreement. PenMet Parks is not responsible for providing legal or accounting services or insurance for the benefit or protection of the A & E.

A & E'S SERVICES

Article II: Basic Services of A & E

A. General Items

1. Reserved.

2. Consultants:

a. The A & E has designated and PenMet Parks has approved the following consultants:

- BOE architects
- DCG Watershed
- Hultz BHU
- Cross Engineers

A & E shall be responsible for contracting with the consultants and coordinating their work. PenMet Parks will reimburse A & E for the cost of those consultants in an amount not to exceed the amounts specified on Exhibit "A", unless otherwise approved by PenMet Parks, in writing.

b. Upon written request, the A & E shall furnish a copy to PenMet Parks of the A & E's contract(s) with his consultant(s).

c. The A & E's consultants shall give written acknowledgment of receipt of the Program of Requirements as finally approved by PenMet Parks.

- d. The A & E shall indemnify PenMet Parks and hold it harmless from any and all claims made by such consultants pertaining to services provided under the terms of this contract.
3. The A & E shall furnish prior to the construction phase notice of all tests required by the appropriate building code or local, state or federal agency as part of the basic fee paid to the A & E. During construction, PenMet Parks will have the option of contracting with an independent testing lab to perform material testing procedures or it may direct the A & E to contract such work on a reimbursable basis.
4. The A & E shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the A & E in writing to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents as described in this Article II, Section D, Paragraph 12. However, the A & E shall not be required to make exhaustive or continuous on-site inspections to check the quality and quantity of the work. On the basis of such on-site observations, as an architect/engineer, the A & E shall keep PenMet Parks informed of the progress and quality of the work, and shall endeavor to guard PenMet Parks against defects and deficiencies in the work of the contractor. The A & E shall visit the site as described in the Scope of Work to monitor construction quality for a period of not less than one-half (½) hour at a minimum unless directed otherwise by PenMet Parks.
5. The A & E shall provide to PenMet Parks for review and approval four (4, or as requested) complete sets of the documents upon completion of each phase of the A & E's services. The A & E shall provide the drawings necessary to the proper local, state, and federal agencies as deemed necessary to secure proper building permits without additional compensation. If additional copies are furnished, whether for PenMet Parks, for bidding or otherwise, the A & E shall be reimbursed for them in accordance with Articles III, IX, and XIII.
6. The A & E, at such time and in such form as PenMet Parks may require, shall furnish PenMet Parks with periodic reports pertaining to the services and deliverables undertaken pursuant to this Agreement. The A & E will make available to PenMet Parks all work-related accounts and records for auditing, monitoring, or evaluation during normal business hours.
7. Should PenMet Parks require the A & E to serve as a witness on behalf of PenMet Parks in any legal matter pertaining to this Project, the A & E shall be paid on a reimbursable basis.

B. Master Plan Phase

1. The A & E shall, within five (5) working days after award of this Agreement, establish, and furnish to PenMet Parks, a written proposed time schedule for the Project's design phases. Such schedule shall provide for a construction phase completion date of November 12, 2024. It shall be the A & E's responsibility to inform PenMet Parks in writing in a timely manner of any proposed deviations from the written schedule once agreed upon in writing by the A & E and PenMet Parks.
2. The A & E shall conduct a site investigation and analysis. The A & E shall review existing background information, conduct site visits as appropriate and study site opportunities and constraints, conduct preliminary investigation into code and covenant requirements, and coordinate with ongoing shoreline development design.
3. The A & E shall conduct community engagement. The A & E shall develop a plan and schedule for community engagement, conduct community outreach efforts including public meetings and recurring stakeholder meetings, and thoroughly document all public content (verbal and written).

4. The A & E shall develop a master plan. The A & E shall form a project committee and integrate the process with the Community Engagement work, develop a series of plan alternates for review by committee, refine alternatives into single preferred plan, identify plan phases as necessary by committee priority and budget constraints, identify the first phase of construction work, and provide master plan cost estimate and estimate of costs per phase.

C. Schematic Design Phase

1. The A & E shall prepare a proposed Program of Requirements in accordance with Paragraph A of Article I above. The A & E shall consult with PenMet Parks, or PenMet Parks designated representative, to ascertain and confirm the general and detailed requirements for the Project as indicated in the Program of Requirements as finally approved by PenMet Parks.
2. The A & E shall prepare schematic design documents in sufficient detail to allow for an informed decision to be made by PenMet Parks regarding the A & E's recommended design. The schematic design documents shall include studies of the site plan, plans, elevations, sections, and outline specifications sufficient to indicate site conditions, plan arrangements and the general scope and character of the Project. These documents shall also include descriptions of the proposed mechanical, electrical and structural systems, if any, and the kinds and quality of materials.
3. The A & E shall submit to PenMet Parks a written statement of the probable total Project cost at the projected time of bid, substantially in such detail and form as requested by PenMet Parks.
4. The A & E shall secure PenMet Parks prior written approval of the Schematic Design Phase before proceeding with the Design Development Phase.

D. Design Development Phase

1. Upon the approval of schematic design documents, the A & E shall prepare and submit for PenMet Parks approval design development documents, consisting of plans, elevations and other preliminary drawings, and outline specifications required to establish and illustrate the size and character of the entire Project. The design development documents shall contain a description of the kinds of materials, type of structural, mechanical and electrical systems, and such work as may be required, including a description of equipment items that will be furnished under the construction contracts, and a proposed time schedule for the Project through completion of construction.
2. The A & E shall prepare a *site development check list*, then as the design progresses into the schematic design phase, attend a *pre-submittal conference* where specific requirements will be addressed by all five County Departments and the Health Department. These comments will be incorporated into the final design for the Project.
3. The final design development drawings shall be prepared in a form and style suitable for presentation and reproduction. If the A & E is requested to provide brochures or special graphic presentations, he shall be reimbursed therefor in accordance with Articles III, IX, and XIII.
4. A revised cost estimate based upon the final design development drawings shall be prepared by the A & E in sufficient detail and projected to a time of bid in such detail and such form as required in Article II, Section B, Paragraph 4 of this Agreement, to give reasonable assurance that costs will be within the M.A.C.C. as stipulated. If the cost estimate is less than the M.A.C.C., the M.A.C.C. may be revised by PenMet Parks. Should the cost estimate exceed

the M.A.C.C. by greater than 5%, the A & E shall, without any additional compensation, work with PenMet Parks to identify options that would allow the cost estimate to be reduced to less than the M.A.C.C., and produce revised documents accordingly upon approval of the modifications by PenMet Parks.

5. PenMet Parks will not require the Design Development documents to include a Life Cycle Cost Analysis on any Project with a gross area of 3,000 square feet or more. A proposal by A & E for preparation of this analysis, and probable costs, shall be in accordance with Articles III, IX, and XIII and shall be paid for as an extra service if requested by PenMet Parks.
6. The A & E shall not proceed with Section II D and/or Section II E until an addendum to this Agreement has been executed giving express written authorization by PenMet Parks to the A & E to proceed with the requirements as listed in this Agreement for Article II Section D and/or Article II Section E.

E. Contract Documents, Permitting and Bidding Phase

1. Upon PenMet Parks' written approval of design development documents (with such modifications as may be necessary and noted in writing), the A & E shall prepare working drawings, specifications and other contract documents setting forth in detail the work to be done in constructing the Project. Such documents shall describe materials, workmanship, finishes, methods of construction, equipment and the conditions affecting the work all as required for securing complete and proper guidance for all divisions of the construction work.
2. The A & E, in preparation of this phase of the work, shall follow in every respect the scope and form of the Project as set forth in the approved design development phase except that changes may be made at the written request of/ or with the written consent of PenMet Parks. Changes requested by PenMet Parks may be made subject to agreement for extra services as set forth in Articles III, IX, and XIII. The A & E shall submit to PenMet Parks in writing any indicated adjustments in the M.A.C.C. arising from more detailed development of the design of the Project or from approved changes in the scope or requirements for the Project. Changes requested by the A & E and approved in writing by PenMet Parks shall be made without charge to PenMet Parks unless charges are agreed to in writing by PenMet Parks prior to the execution of any changes requested by the A & E.
3. PenMet Parks Contract for Construction and General Conditions for Public Works Projects, as furnished by PenMet Parks, shall be made a part of the specifications.
4. All tracings constituting the contract drawings shall be prepared in electronic CAD files or by other means approved by PenMet Parks. All contract documents, drawings, and specifications shall be the property of PenMet Parks.
5. The A & E shall submit four (4) sets of prints of the completed working drawings, four (4) copies of the specifications, two (2) copies of the structural, mechanical, electrical and other system calculations, and a final statement of the probable total Project costs of major categories of work for PenMet Parks checking and written approval. The A & E's written cost estimate shall include an itemization of the alternate bids proposed, and the estimated costs to be added to or deducted therefrom.
6. PenMet Parks is relying on the A & E to provide complete documents which comply with all laws, regulations and standards of the relevant industries. Review and written approval of the drawings, specifications and calculations and other construction documents by PenMet Parks shall not relieve the A & E of any responsibility for their completeness and accuracy, compliance with applicable building codes, compliance with shoreline, aquatic, and land use restrictions, or other laws or regulations governing design and construction of this Project in effect at the time of preparation of the construction documents.

7. When requested in writing by PenMet Parks, the A & E shall prepare the working drawings and documents in a form for securing separate bids for general, electrical, mechanical and other systems work. Documents for securing separate bids on other major divisions of the construction work shall be prepared upon such terms as PenMet Parks may request or as the parties hereto may agree in writing. In the event of such request or agreement, the A & E will be reimbursed for such services in accordance with Articles III, IX, and XIII.
8. Permitting. After approval of the drawings and before specifications and the final statement of probable total Project cost, and when authorized in writing by PenMet Parks, the A & E shall prepare all necessary applications for permits for the Project, submit them to the appropriate agencies for approval and assist PenMet Parks in obtaining all necessary permits. PenMet Parks will pay to the appropriate permitting agencies all filing fees associated with the permitting. The A & E shall keep PenMet Parks informed of the status of the permitting process and consult with PenMet Parks on any changes to the approved drawings and/or specifications required by a permitting agency.
9. After obtaining the necessary permits and when authorized in writing by PenMet Parks to call for bids, the A & E shall provide four (4) copies of the permitted drawings and specifications for PenMet Parks use. In addition, the A & E shall provide to PenMet Parks one (1) complete reproducible set of drawings and specifications in such form as PenMet Parks deems necessary for reproduction by PenMet Parks for use in bidding of the Project.
10. Bidding. In consultation with PenMet Parks and in compliance with the law, the A & E shall:
 - a. Prepare, issue and publish the request for bids for the Project.
 - b. Issue the bid documents to bidders, maintain an accurate plan holders list, and keep PenMet Parks informed as to the number and names of plan holders. Bidders shall be instructed to provide their bids to PenMet Parks.
 - c. Respond to questions from bidders regarding the Project. Prepare and issue addenda as necessary to clarify the Project requirements.
 - d. Prepare tabulations of bidders, attend the bid opening and generally assist PenMet Parks by advising PenMet Parks on bids submitted by contractors and in evaluation of the bids.
11. In the event that the lowest bona fide bid received exceeds the M.A.C.C., the A & E agrees to revise the drawings if so requested by PenMet Parks in order to bring the construction costs within the M.A.C.C., with no additional compensation to the A & E. PenMet Parks, in this event, will cooperate with the A & E to make reductions in the scope of the Project. In the event the A & E is unable to bring the Project within the M.A.C.C., this Agreement is subject to termination in accordance with Article XII, Section A, in which case any fees paid for this phase shall be deemed unearned.
12. The term "Contract Documents" includes all of the documents specified in this Section D paragraphs 1 – 11, the contractor or agreement with the contractor, and any amendments to the aforementioned documents.

F. Construction Phase

1. Commencement.
 - a. The construction phase will commence with the award of the contract for construction and will terminate upon final acceptance of the work by PenMet Parks. After formal award of the construction contract by PenMet Parks, the A & E, if requested by PenMet

Parks, shall assist in preparing the construction contracts, seeking verification of and securing required bonds and certificates of insurance from the contractors, and verifying references of contractors.

- b. PenMet Parks will issue to the successful contractor(s) written formal notices to proceed with the work. The A & E shall assist the contractor in obtaining building permits and shall make all corrections to the construction documents required by the Building Department Plan Review or other governmental authorities.
2. During the progress of construction, the A & E shall perform services including, but not limited to:
- a. Reviewing of drawings, samples, and other submissions of contractor(s) for design conformance with approved Contract Documents.
 - b. Securing, analyzing and recommending disposition of proposals from the contractor(s) for changes in the work and in preparing change orders, and in obtaining PenMet Parks written concurrence in all such approvals to be granted contractors. The A & E shall have the authority to order minor changes in the work not involving an adjustment in the contract sum or extension of contract time and which are not inconsistent with the intent of the Contract Documents.
 - c. Based on the A & E's observations at the site and on the contractor's application for payment, the A & E shall determine the amount owing to the contractor(s) and shall issue Certificates for Payment in such amounts. The issuance of a Certificate for Payment shall constitute a representation by the A & E to PenMet Parks, based on the A & E's observations at the site as provided in Article II, and on the data comprising the Application for Payment, that the work has progressed to the point indicated. The A & E shall certify that the quality of the work is in accordance with the Contract Documents and to any specific qualifications stated in the Certificate for Payment; and that the contractor is entitled payment in the amount certified. By issuing a Certification for Payment, the A & E shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the contractor has used the moneys paid on account of the contract sum.
 - d. Obtaining and checking contractor's construction schedules, requesting compliance therewith, and promptly notifying PenMet Parks and contractor in writing of non-compliance.
 - e. The A & E shall establish with PenMet Parks a mutually satisfactory schedule for the A & E and for the structural, mechanical, and electrical engineers to visit the Project and submit reports on each visit. Status reports shall be made on a form designated by PenMet Parks. The A & E shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. As defined in the Scope of Work, site visits and reports will be provided as part of the Basic Services of A & E.
 - f. Selecting finish materials and colors and preparing color schedules for the interior and exterior walls, floors, ceilings, and roofs for PenMet Parks written approval.
 - g. Promptly advising PenMet Parks in writing of any omissions, substitutions, defects or deficiencies noted in the work of any contractor, subcontractor, or materialman on the Project at the time of site visits.
 - h. Advising PenMet Parks to reject any work on the Project that does not conform to the Contract Documents.

- i. Preparing check lists of corrective items, making final inspections and certifying completion of the Project and compliance with contract terms.
 - j. Obtaining and delivering to PenMet Parks all contractor prepared as-built drawings, written guarantees, manuals and instructions required in the construction check list and prior to final acceptance.
3. The A & E shall in writing promptly notify PenMet Parks and contractor in the event the contractor fails to follow A & E's instructions or the Contract Documents. The A & E shall have authority to reject work which does not conform to the Contract Documents. Whenever the A & E considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, he shall have the authority to require special inspection or testing of any work in accordance with the provisions of the Contract Documents whether or not such work be then fabricated, installed or completed.
 4. In the event the A & E is requested or authorized in writing by PenMet Parks to prepare drawings and/or specifications for change orders, reimbursement shall be as stipulated in Article VIII.
 5. Upon completion or termination of this Agreement, all original drawings, tracings and copies of specifications, manuals, guarantees, warranties, sample materials, including change order tracings and contractor-marked reproducible showing concealed as-built changes, shall be delivered to PenMet Parks prior to any final payment due the A & E. Upon specific request of PenMet Parks, before delivering the tracings, the A & E shall prepare a set of reproducible record prints on plastic film of drawings showing significant changes in the work made during the construction process. The cost of such specific request will be an extra service to be reimbursed to the A & E by PenMet Parks.
 6. The A & E acknowledges that the drawings, tracings, slides, specifications, materials, notes or other related work items that are produced as part of the work authorized by the Agreement and for which compensation has been paid to the A & E by PenMet Parks shall be the property of PenMet Parks.
 7. The A & E acknowledges that PenMet Parks has the right to utilize any or all of the work materials produced as part of the work authorized by this Agreement, including construction drawings and documents, in part or in whole, on other projects of PenMet Parks without additional compensation. In the event PenMet Parks does utilize such work materials, it shall be at PenMet Parks own risk and PenMet Parks shall hold harmless the A & E for errors and omissions arising out of a subsequent use of the work materials.
 8. The A & E shall respond on a timely basis to PenMet Parks concerns brought to the A & E's attention during the twelve month guarantee period. The A & E and PenMet Parks agree that requests for on-site visitation shall be done on a reasonable basis. The A & E shall work with PenMet Parks in securing corrections of defects that become apparent and shall make a final inspection of the Project prior to the expiration of the guarantee period.

Article III: Extra Services of A & E and Reimbursable Expenses

- A. Payment for extra services shall be as provided in Article IX; however, no payment for extra services shall be made unless such extra services are approved in writing by PenMet Parks as part of an addendum to this Agreement prior to the performance of such services.
- B. The following services and reimbursable expense items performed or furnished by the A & E shall be paid by PenMet Parks in addition to the basic fee:

1. Preparing or assisting in the preparation of revisions to the Program of Requirements after the same has been approved, provided such assistance is not necessitated by the A & E's inability to bring project costs within the M.A.C.C.
2. Should a full-time Project representative of the A & E be required in lieu of provisions of Article II, Section A, paragraph 4 and Article II, Section E, paragraph 2, extra compensation of such services shall be based upon additional direct payroll costs or as may be modified herein.
3. Providing consultation or contract administration respecting replacement of any work damaged by fire or other cause during construction, or providing professional services or arranging for the work to proceed should the contractor become delinquent or insolvent or terminated by PenMet Parks.
4. Except for services provided under Article II, Section E, Paragraph 2(f) above, providing interior design and other services required for or in connection with the selection of furniture and furnishings.
5. Providing design services relative to future facilities, system and equipment which were not defined in the initial program and are not intended to be constructed as part of the Project.
6. Making investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with other construction to be performed by PenMet Parks.
7. Making measurements or drawings of existing construction when required for planning new additions or alterations thereto.
8. Providing extensive assistance in the utilization of equipment or system(s).
9. Providing services after issuance to PenMet Parks of the final Certificate of Payment, except as in Article II, Section E, paragraph 5.
10. Providing contract administration and observation of construction after the construction contract time has been exceeded or extended by more than 50% of the contract time if such delay is caused solely by PenMet Parks.
11. Revising previously approved drawings or specifications to accomplish changes directed by PenMet Parks. However, no compensation for extra services shall be paid for revisions or bid alternates required to bring the construction cost within the approved estimate. Should reductions in the Project be made necessary by the bids exceeding allowable funds, PenMet Parks reserves the right to order changes in the plans, specifications, and work to secure the most desirable solution within available funds without extra compensation to the A & E.
12. Incorporating changes in utilities or other items into the record prints if requested by PenMet Parks under Article II, Section E, paragraph 4.
13. Providing brochures, special graphic presentations, or detailed professionally built architectural models in addition to the work previously agreed to in this Agreement.
14. Costs and expense shown by the A & E to have been incurred by him in connection with preparing the Project for temporary discontinuance by written direction of PenMet Parks or in connection with recommencement of the Project after any period during which it was so discontinued.
15. Preparation of life cycle cost analysis.

- 16. Preparation of environmental impact statement, if specifically requested in writing by PenMet Parks.
- 17. A & E services provided for change orders during construction phase shall be paid as follows:
 - a. Change orders initiated by PenMet Parks shall be paid at the rates set forth in Article XIII Section A below, but not to exceed 16% of the actual additional cost of the work required by the change order.
 - b. Change orders initiated by the A & E to correct design deficiencies shall be done at no cost to PenMet Parks.
- 18. The A & E shall be reimbursed for the additional work necessary in the preparation of separate bid documents where PenMet Parks requests separate bidding of construction phases.

Article IV: Ownership And Use Of Documents

All designs, drawings, specifications, reports, data, and other documents delivered to PenMet Parks hereunder shall, upon such delivery, be deemed to be instruments of service for this Project. The A & E acknowledges that the drawings, tracings, slides, specifications, electronic CAD files, electronic specification files, materials, notes or other related work items that are produced as part of the work authorized by this Agreement and for which compensation has been paid to the A & E by PenMet Parks shall be the property of PenMet Parks. The A & E acknowledges that PenMet Parks has the right to utilize any or all of the work materials produced as part of the work authorized by this Agreement, including construction drawings and documents, electronic files, in part or in whole, on other projects of PenMet Parks without additional compensation. In the event Metro Parks does utilize such work materials, it shall be at PenMet Parks own risk and PenMet Parks shall hold harmless the A & E for errors and omissions arising out of a subsequent use of the work materials.

COST DETERMINATION

Article V: Maximum Allowable Construction Cost (M.A.C.C.) Defined

The Maximum Allowable Construction Cost, as stipulated on Page 1 herein or as amended, is defined as the total sum available to PenMet Parks for construction purposes not including A & E fee, State of Washington Sales Tax, professional fees, PenMet Parks Project contingency funds, and all other charges incidental to the Project. The M.A.C.C. may be increased or decreased from time to time by PenMet Parks in accordance with the provisions of this Agreement. Such change in M.A.C.C. shall not affect the A & E fee, unless agreed to in writing.

Article VI: A & E's Estimates of Cost

It is understood that the A & E does not guarantee its estimates of the construction costs. The A & E shall notify PenMet Parks in writing at any time it believes that the Project costs will vary from the M.A.C.C. stated on Page 1, or as amended per this Agreement. The A & E's written explanation shall include a detailed explanation and shall contain suggestions for bringing the Project costs within the M.A.C.C. PenMet Parks shall be responsible for changing the program of requirements to allow project to stay within M.A.C.C.

Article VII: Compensation Determination Defined

The total basic fee payable to the A & E for all phases of master planning, design, and construction shall not exceed THREE HUNDRED FOURTY ONE THOUSAND THREE HUNDRED TWENTY SEVEN AND 00/100 DOLLARS (\$341,327.00), together with charges provided for pursuant to Article III above. Any request for payment in excess of that amount shall automatically be rejected unless, prior to performing

the service, the A & E has obtained express written approval from PenMet Parks for such services and written approval of the additional cost.

PAYMENT PROCEDURE

Article VIII: Payment to A & E for Basic Services

- A. Payments on account of the A & E's basic services shall be based on the amounts specified on Exhibit A.
- B. Payment for the Master Plan, Schematic Design Phase, and Design Development Phase shall be made not more often than a monthly basis. The payments shall be based upon the percentage of each phase completed by the A & E at the time of the billing multiplied by the total amount due for the phase. Certification by the A & E that such work has been completed shall be required prior to any payments authorized by PenMet Parks to the A & E. PenMet Parks shall approve of all work prior to the payment to the A & E.
- C. Payment for the Contract Document and Bidding Phase shall be made not more often than a monthly basis. The payments shall be based upon the percentage of each phase completed by the A & E at the time of the billing multiplied by the total amount due for the phase. Certification by the A & E that such work has been completed shall be required prior to any payments authorized by PenMet Parks to the A & E. PenMet Parks shall approve of all work prior to the payment to the A & E.
- D. Payment for the Construction Phase shall be made no more often than monthly in proportion to the gross progress payments to the contractors.
- E. PenMet Parks will process payments monthly, and will submit a check request to Pierce County for issuing payment (which is typically 30 days from the date of the request to the date of payment).
- F. Document Delivery: An amount equal to one percent (1%) of the A & E's total fee shall be retained for the work authorized by this Agreement until PenMet Parks has received documents as defined in Article II, Section E, paragraph 5. Said fee shall be subject to A & E completion of the four prior phases.
- G. No deduction shall be made from the A & E's compensation on account of penalties, liquidated damages or other sums withheld from the contractor(s) through no fault of the A & E.
- H. Payment for change orders.
 1. The A & E agrees that as a technique of bidding to secure best possible bid price on construction, the A & E and PenMet Parks shall agree on items to be bid as additive or deductive alternates to the basic bid. There shall be no cost to PenMet Parks to accomplish such bidding techniques.
 2. Payment shall not be made for change orders which are required as a result of errors or omissions by the A & E, nor shall such change orders be included in the actual construction cost of the Project for purposes of computing the A & E's fee.
 3. PenMet Parks and A & E agree that change orders as described in Article III, Section B paragraph 17 shall be paid as follows:
 - a. Separate bid additive or deductive alternates not taken shall be paid at the rates set forth in Article XIII Section A below, but not to exceed 30% times 16% times the estimated construction cost.

b. Separate bid additive or deductive alternates taken shall be paid at the rates set forth in Article XIII Section A below, but not to exceed 100% times 16% of actual construction cost.

I. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, to have been improperly invoiced.

Article IX: Payment to A & E for Extra Services and Reimbursable Expenses

A. Payments for reimbursable expenses shall be made monthly upon presentations of the A & E's statement.

B. Payments for extra services of the A & E as defined in Article III shall be made on the basis of the formulas set forth herein, unless the parties have agreed upon a specific sum prior to the commencement of any extra services pursuant to the criteria in the written approval of PenMet Parks.

C. When requesting payment for extra services or reimbursable expenses, the A & E shall submit an itemized billing showing unit cost and quantity of each item billed. Copies of supportive invoices shall be attached.

D. In the event the A & E and PenMet Parks cannot agree to a sum for extra services, PenMet Parks reserves the right to employ other means to accomplish the extra services.

Article X: Successors and Assigns

The A & E may assign a portion of his financial interest to a recognized financial institution for underwriting operations covered by this Agreement. Except as above, the A & E shall not assign, sublet or transfer his interest in this Agreement without the prior written consent of PenMet Parks. Any such assignment shall not affect PenMet Parks right to assert offsets or damages against contract payments otherwise due.

Article XI: Non-Discrimination

Except to the extent permitted by a bona fide occupation qualification, the A & E agrees as follows:

A. The A & E 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 A & E shall take affirmative action to insure 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, layoff or termination, establishing rates of pay or other forms of compensation and selection for training.

B. The A & E shall in all solicitation for 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" in advertisements shall constitute compliance with this section.

C. The A & E 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 related to this Agreement.

In the event of non-compliance by the A & E with any of the non-discrimination provisions of this Agreement, PenMet Parks will have the right, at its option, to cancel the Agreement in whole or

in part. If the Agreement is canceled after partial performance, PenMet Parks will only be obligated to pay that portion of the total work authorized under this Agreement that is satisfactorily completed and usable as of date of termination.

Article XII: Termination of Agreement

A. Termination by PenMet Parks.

1. If, through any cause, the A & E shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the A & E shall violate any of the covenants, agreements, or stipulations of the Agreement, PenMet Parks will thereupon have the right to terminate this Agreement by giving written notice to the A & E of such termination and specify the effective date thereof, at least five (5) calendar days before the effective date of such termination.
2. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the A & E shall, be delivered to, and become the property of, PenMet Parks within ten (10) calendar days of the effective date of the termination of this Agreement. All finished documents shall contain the A & E's license/registration stamp or seal.
3. Provided the work need not be modified by another architect or engineer, the A & E shall be entitled to receive compensation for any phase completed and for any satisfactory work complete on documents and other materials as to a pending phase.
4. Notwithstanding the above, the A & E, shall not be relieved of liability to PenMet Parks for damages sustained by PenMet Parks by virtue of any breach of the Agreement by the A & E. Damages shall include the cost of a replacement architect/engineer less any sums which would have been owing under this Agreement if the A & E had completed this Agreement. PenMet Parks may withhold reasonable amounts of the payment to the A & E for the purpose of setoff until such time as the exact amount of damages due PenMet Parks from the A & E is determined. The A & E shall refund to PenMet Parks any amounts paid but unearned by virtue of the termination.
5. PenMet Parks may terminate this Agreement without cause at any time by a notice in writing to the A & E. In that event, all finished or unfinished documents and other materials as described in Article XII, Section A, Paragraph 2 above, shall be delivered to and become property of PenMet Parks within ten (10) calendar days of the effective date of termination of this Agreement. All finished documents shall contain the A & E license/registration stamp or seal. If the Agreement is terminated by PenMet Parks as provided herein, the A & E shall be paid for each phase completed, plus an amount which bears the same ratio of the work completed at the time of termination to the total services of the A & E required by this Agreement as to a pending phase.

B. Termination by the A & E.

1. The A & E may terminate this Agreement at any time by a notice in writing from the A & E to PenMet Parks. The parties acknowledge, however, that it will be difficult for a new architect or engineer to carry out design concepts commenced by A & E, the degree of difficulty depending upon the stage at which termination occurs. In some circumstances, it may be necessary for the replacement architect or engineer to have to start at the initial or at least an earlier stage.
2. Therefore if the A & E terminates without cause, the A & E shall be responsible for the cost of a replacement architect or engineer less any sums which would have been owing under this Agreement if the A & E had completed this Agreement.

- 3. If the A & E terminates for cause, the A & E's compensation for the work shall be paid for each phase completed, plus an amount which bears the same ratio of the usable work product completed at the time of termination to the total services of the A & E required by this Agreement as to a pending phase. Cause shall mean the wrongful refusal of PenMet Parks to pay the A & E in accordance with this Agreement.
- 4. In the event of termination with or without cause, all finished and unfinished documents and other materials as described in Article XII, Section A, Paragraph 2 above shall, shall be delivered to and become property of PenMet Parks within ten (10) calendar days of the effective date of termination of this Agreement. All finished documents shall contain the A & E's license/registration stamp or seal.

Article XIII: Special Conditions

A. Rates for Extra Services:

- 1. When the A & E is requested by PenMet Parks to perform extra services, the following standard hourly rates shall apply:

Principal Architect	\$ 175/hour
Landscape Architect I	\$ 120/hour
Drafter	\$ 105/hour
Administrative	\$ 65/hour
Markup on All Subconsultants	10%
Reproduction/Expendables	Cost + 10%

- 2. Consultant Supervision and Handling Fee 10% of billing fee from consultant.
- 3. Cost of authorized reimbursable items on the basis of actual invoices plus 10%.

Payment requests for extra services and reimbursable expenses shall reference the required written authorization and shall include an itemized billing indicating unit cost and quantity of each item billed, copies of supportive invoices, and/or such other supplemental data as may be required by the authorization.

- B. Notice to Proceed: It is agreed that the A & E shall not begin work until receiving a written Notice to Proceed from PenMet Parks.
- C. Applicable law: The laws of the State of Washington shall govern the validity, performance, interpretation and enforcement of this Agreement. Should either party institute suit or arbitration for enforcement or interpretation of any provision contained herein, the venue of such suit or arbitration shall be in Pierce County, Washington, and A & E expressly consents to PenMet Parks designating the venue of any such suit or arbitration. This Agreement shall not be construed either for or against the A & E or PenMet Parks, but this Agreement shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.
- D. Interpretation and Venue. 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.
- E. Integration: This Agreement is and shall be considered to be the only agreement between the parties hereto related to the subject matter herein. All negotiations and oral agreements

acceptable to both parties have been merged into and are included herein. There are no other representations or warranties between the parties and all reliance with respect to representations is solely upon the representations and agreements contained in this document.

F. Amendment: This Agreement may be amended only in writing by the party against whom an amendment is being enforced. To be effective, any such amendment must be executed by the Executive Director or his designated representative on behalf of PenMet Parks.

G. Insurance:

1. A & E shall, prior to commencing work under this Agreement, provide to PenMet Parks certified copies of the following insurance policies, said policies to be maintained in force with insurers licensed to operate in the State of Washington and in a form to be approved by PenMet Parks:

- a. Commercial General Liability Policy Including:
 - i. Premises/Operations Liability
 - ii. Products/Completed Operations Liability
 - iii. Blanket Contractual Liability and Personal Injury.
- b. Errors and Omissions Liability Policy.
- c. Automobile Liability Policy covering all owned, non-owned, hired and leased vehicles. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- d. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

2. The 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. The Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. The above insurance policies, excepting the Errors and Omissions Liability Policy, shall name PenMet Parks as an Additional Insured thereunder as respects any operations of the A & E in connection with this Agreement.

3. These insurance policies, excepting the Errors and Omissions Liability Policy, shall be further endorsed substantially: "It is agreed that this insurance policy is primary over any insurance which may be carried by the Peninsula Metropolitan Park District, and it is agreed that the Peninsula Metropolitan Park District will be given not less than thirty (30) days' advance written notice of any termination of this policy."

4. The Errors and Omissions Policy shall not provide less than \$250,000 coverage and be endorsed substantially: "It is agreed that the Peninsula Metropolitan Park District of will not be given less than thirty (30) days' advance written notice of any termination of this policy."

5. The foregoing insurance coverage may not be canceled without prior written approval of PenMet Parks. Failure on the part of A & E to maintain the insurance as required shall constitute a material breach of the Agreement, upon which PenMet Parks may, after giving five business days' notice to the A & E 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 PenMet Parks on demand.

6. The A & E and PenMet Parks waive all rights against each other to the extent covered by insurance obtained pursuant to this Agreement. The policies shall provide such waivers by endorsement or otherwise.

H. Indemnity:

1. The A & E shall indemnify and hold PenMet Parks and its officials, officers and employees harmless from and shall process and defend at its own expense all claims, liabilities or suits at law or equity to the extent arising from the A & E's negligence, wrongful conduct or breach of any of its obligations under this Agreement, provided that nothing herein shall require the A & E to indemnify or defend PenMet Parks against and hold harmless PenMet Parks from claims, demands or suits based solely upon the negligent or wrongful conduct of PenMet Parks, its officials, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the A & E, its consultants, contractors, agents or employees, and (b) PenMet Parks, its officials, officers and employees, this indemnity provision with respect to claims or suits based upon such concurrent negligence, the costs to PenMet Parks of defending such claims and suits shall be valid and enforceable only to the extent of the A & E's negligence or the negligence of the A & E's consultants, contractors, agents or employees. A & E's foregoing duty to defend PenMet Parks shall not apply to the extent that any such claim, liability or suit is caused by or results from A & E's provision of professional services; in such event, A & E shall instead indemnify PenMet Parks, and its officials, officers and employees as provided in this Section H and against all expenses including, without limitation, attorney's fees and litigation costs arising out of A & E's negligence or wrongful conduct.
2. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of A & E's services, bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the A & E and PenMet Parks, the A & E's liability, including the duty and cost to defend hereunder, shall be only to the extent of the A & E's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the A & E's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

- I. Debarment Certification. A & E certifies that neither the A & E 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 A & E 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/or www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp.

- J. Conflict of Interest. No officer, employee or agent of PenMet Parks who exercises any function or responsibilities in connection with the planning and carrying out of the project to which this Agreement pertains shall have any personal financial interest, direct or indirect, in this Agreement. The A & E 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 PenMet Parks. The A & E represents that the A & E presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Agreement pertains which would conflict in any manner or degree with the performance of the A & E's services and obligations hereunder. The A & E further covenants that, in performance of this Agreement, no person having any such interest shall be employed.

IN WITNESS WHEREOF, the parties hereto have executed this document on the dates specified below.

PENINSULA METROPOLITAN PARK DISTRICT, a municipal corporation By: _____ Ally Bujacich, Executive Director	A & E: Baumwelt PLLC By: _____ Derrick Eberle, PLA, Principal-In-Charge
Date: June 7 th , 2023	Date: June 7 th , 2023
Address: P.O. Box 425 Gig Harbor, WA 98335	Address: 919 MLK Way, Tacoma, WA 98405
Phone: (253) 858-3400	Phone: (253) 345-1400
Fax: (253) 858-3401	Cell: (360) 461-6478
E-Mail: abujacich@penmetparks.org	E-Mail: derrick@thebaumwelt.com
APPROVED AS TO FORM: By: _____ Attorney For the Peninsula Metropolitan Park District	

Copy 1: A & E (Original)
 Copy 2: Contract Compliance (Original)

CONSULTANT COMPENSATION

MASTER PLAN*PRIME CONSULTANT*

PM/Land. Arch.	BAUMWELT PLLC	\$43,800
<i>Phase 1 - Site Investigation & Analysis</i>		\$4,500
<i>Phase 2 - Community Engagement</i>		\$18,100
<i>Phase 3 - Master Plan Development</i>		\$21,200

SUBCONSULTANTS

Architecture	BOE architects PLLC	\$26,000
Structural	DCGWatershed	\$19,237
Mechanical	HultzBHU	\$4,250
Electrical	Cross Engineers	\$3,150
Civil	DCGWatershed	\$17,449

BAUMWELT PLLC Markup on Subconsultants:		\$7,009
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MASTER PLAN TOTAL		\$120,895
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DESIGN THROUGH CONSTRUCTION*PRIME CONSULTANT*

PM/Land. Arch.	BAUMWELT PLLC	\$52,150
<i>Phase 4 - Design</i>		\$34,100
<i>Phase 5 - Construction</i>		\$17,050

SUBCONSULTANTS

Architecture	BOE architects PLLC	\$58,000
Structural	DCGWatershed	\$40,842
Mechanical	HultzBHU	\$14,250
Electrical	Cross Engineers	\$9,500
Civil	DCGWatershed	\$30,392

BAUMWELT PLLC Markup on Subconsultants:		\$15,298
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DESIGN THROUGH CONSTRUCTION TOTAL		\$220,432
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BAUMWELT PLLC
Rate Schedule of Charges and Compensation

DeMolay Sandspit and Nature Preserve Project
May 24, 2023

CHARGE RATE SCHEDULE

ROLE	RATE
Principal/Project Management	\$175 / hour
LA I	\$120 / hour
Drafter	\$105 / hour
Administrative	\$65 / hour
Markup on All Subconsultants	10% of Subconsultant Fee
Reproduction/Expensibles:	Cost +10%

PHASE TASK NARRATIVES

Phase 1 – Site Investigation and Analysis

- Review existing background information - site survey, utilities, reports, etc
- Conduct site visits as appropriate and study site opportunities and constraints
- Conduct preliminary investigation into code and covenant requirements
- Coordinate with ongoing shoreline development design (Bluecoast Engineering)

Phase 2 – Community Engagement

- Develop plan and schedule for community engagement
- Conduct community outreach efforts including public meetings and recurring stakeholder meetings
- Thoroughly document all public content (verbal and written)

Phase 3 – Master Plan Development

- Form advisory committee and integrate process with Community Engagement
- Develop a series of plan alternates for review by committee
- Refine alternatives into single preferred plan
- Identify plan phases as necessary by committee priority and budget constraints
 - Identify first phase of construction work
- Provide master plan cost estimate and estimate of costs per phase

Phase 4 – Design (for identified first phase of construction work)

- Produce plans, specifications, and cost estimates at 30%, 60%, and 100% Design
- Complete permit submittals and respond to agency comments
- Provide bidding support services and answer questions

Phase 5 – Construction

- Conduct recurring construction meetings during construction activities
- Provide construction administration services – review submittals and change proposals, respond to RFIs, etc.
- Produce project punchlist and conduct backcheck
- Conduct 1-year warranty walkthrough