# FIRCREST CITY COUNCIL REGULAR MEETING AGENDA

# **TUESDAY, NOVEMBER 12, 2019 7:00 P.M.**

# COUNCIL CHAMBERS FIRCREST CITY HALL, 115 RAMSDELL STREET

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. ROLL CALL
- 4. PRESIDING OFFICER'S REPORT
  - A. Pool and Community Center Project

#### 5. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

(Please sign the Public Attendance Roster/Public Hearing Sign-Up Sheet if you wish to speak during the meeting.)

#### 6. COMMITTEE, COMMISSION & LIAISON REPORTS

- **A.** Administration
- B. Environmental, Planning and Building
- C. Finance, IT, Facilities
- D. Other Liaison Reports

#### 7. CONSENT CALENDAR

- A. Approval of vouchers/payroll checks
- **B.** Approval of minutes: October 21, 2019 Study Session October 22, 2019 Regular Meeting
- C. Setting Budget special meetings for September 28, October 5, October 12, October 26, and November 2, 2020 at 6:00 P.M.
- **D.** Setting a public hearing to receive comments on 2021 Revenue Sources on October 13, 2020 at 7:15 P.M. or soon thereafter.
- E. Setting a public hearing to receive comments on 2021 Budget on October 13, 2020 at 7:15 P.M. or soon thereafter.
- F. Setting a public hearing to receive comments on 2021 Budget on October 27, 2020 at 7:15 P.M. or soon thereafter.
- **G.** Setting study sessions for January 21, February 18, March 16, April 20, May 18, June 15, July 20, August 17, September 21, October 19, November 16, and December 21, 2020 at 6:00 P.M.

#### 8. PUBLIC HEARING 7:15 P.M.

- **A.** To receive comments on 2019 Comprehensive Plan Amendments
- **B.** To receive comments on Ordinance No. 1644 relating to the six-month moratorium

#### 9. UNFINISHED BUSINESS

- **A.** Resolution: 2020 Regular Tax Levy
- **B.** Resolution: 2020 EMS Tax Levy
- C. Ordinance: 2020 Ad Valorem Tax Levy
- D. Motion: 2020 Regular Property Tax and Regular EMS Levy Certification Forms

#### 10. NEW BUSINESS

- A. Resolution: ARC Contract Amendment Community Center
- B. Resolution: Geotechnical Services Change Order
- C. Resolution: Art Donation Agreement
- D. Resolution: December 24, 2019 Regular Meeting Date/Time Change
- E. Resolution: Landscaping Maintenance Services Contract Amendment
- 11. CITY MANAGER COMMENTS
- 12. DEPARTMENT HEAD COMMENTS
- 13. COUNCILMEMBER COMMENTS
- 14. EXECUTIVE SESSION
- 15. ADJOURNMENT

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|                | AG #. 0383                                 | AS O1. 11/12/2019                  |          | rage.   |  |
| Accts<br>Pay # | Received Date Due                          | Vendor                             | Amount   | Memo  |  |
|                | 542 80 31 04 Beautification-Supplies       | 101 000 542 City Street Fund       | 111.52   | Lighting For Regents / Alameda Island   |  |
| 20657          | 11/04/2019 11/12/2019 3572                 | CED                                | 26.45    | Light Ballasts - City Hall  |  |
|                | 518 30 31 04 Oper Sup/CH                   | 001 000 518 General Fund           | 26.45    | Light Ballasts - CH   |  |
|                |  | Total CED                          | 1,355.14 |   |  |
| 20605          | 10/31/2019 11/12/2019 6018                 | Canon Financial Services Inc       | 563.79   | Copier Rental October 2019 - City Hall, Court,<br>Parks / Rec, Public Works           |  |
|                | 512 50 45 00 Oper Rentals - Copier - Coi   | 001 000 512 General Fund           | 140.95   | Court 10/2019   |  |
|                | 518 10 45 00 Oper Rentals - Copier - No.   | 001 000 518 General Fund           |          | City Hall 10/2019   |  |
|                | 531 50 45 00 Oper Rentals - Copier - Sto   | 415 000 531 Storm Drain            |          | PW 10/2019  |  |
|                | 534 10 45 02 Oper Rentals - Copier - Wa    | 425 000 534 Water Fund (de         |          | PW 10/2019  |  |
|                | 535 10 45 00 Oper Rentals - Copier - Sev   | 430 000 535 Sewer Fund (de         | 35.24    | PW 10/2019  |  |
|                | 542 30 45 00 Oper Rentals - Copier - Stra  | 101 000 542 City Street Fund       | 35.24    | PW 10/2019  |  |
|                | 571 10 45 01 Oper Rentals - Copier - Rec   | 001 000 571 General Fund           | 126.85   | Rec 10/2019   |  |
|                | 576 80 45 00 Oper Rentals - Copier - Par   | 001 000 576 General Fund           | 14.09    | Parks 10/2019   |  |
| 20606          | 10/31/2019 11/12/2019 6018                 | Canon Financial Services Inc       | 159.51   | Police Copier / Fax Rental October 2019   |  |
|                | 521 22 45 00 Oper Rentals - Copier - Pol   | 001 000 521 General Fund           | 159.51   | Police Copier / Fax Rental 10/2019  |  |
|                |  | Total Canon Financial Services Inc | 723.30   |   |  |
| 20590          | 10/31/2019 11/12/2019 5805                 | CenturyLink                        | 46.33    | Long Distance Access And Usage October 2019   |  |
|                | 518 10 42 00 Communication - Non Dep       | 001 000 518 General Fund           | 46.33    | Long Distance 10/2019   |  |
| 20580          | 10/31/2019 11/12/2019 4313                 | Chuckals Inc                       | 259.18   | 2020 Employee Calendars   |  |
|                | 518 10 34 01 Central Office Supplies       | 001 000 518 General Fund           | 259.18   | 2020 Employee Calendars   |  |
| 20689          | 11/06/2019 11/12/2019 4322                 | City of Tacoma Washington          | 8,024.22 | Power - Various Locations October 2019  |  |
|                | 518 30 47 00 Public Utility Services - Cil | 001 000 518 General Fund           | 486.81   | Time / Temp, City Hall 10/2019  |  |
|                | 534 80 47 01 Utility Services/Pumping      | 425 000 534 Water Fund (de         |          | High / Low Tank, Wells 8 & 9, Golf Course Tank, Weathervane 10/2019                   |  |
|                | 535 80 47 01 Utility Services/Pumping      | 430 000 535 Sewer Fund (de         | 1,493.01 | Pump 3, Drake St, Pump 1, W Creek L/S, Common L/S, Princeton L/S, Alameda L/S 10/2019 |  |
|                | 542 30 47 03 Electricity/Traffic Lights    | 101 000 542 City Street Fund       | 74.64    | 40th / Alameda, 400 Alameda, 300 & 600 Regents 10/2019                                |  |
|                | 542 63 47 00 Electricity/Street Lights     | 101 000 542 City Street Fund       | 2,251.60 | Street Lights, 5200 Emerson 10/2019   |  |
|                | 548 65 47 00 Utilities ShopGarage          | 501 000 548 Equipment Ren          |          | F&E Garage 10/2019  |  |
|                | 576 80 47 00 Public Utility Services - Pa  | 001 000 576 General Fund           |          | Rec Center, Pavilion, Tot Lot 10/2019   |  |

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| 20655 11/04/2019 11/12/2019 6266                                      | Clover Park School District                              | 59.79    | NNO Certificates For 2019  |
| 521 22 49 05 Reimbursable Programs                                    | 001 000 521 General Fund                                 | 59.79    | NNO Certs For 2019   |
| 20585 10/31/2019 11/12/2019 8781                                      | Colon, Yvette  | 100.00   | Refund Rental Deposit Colon 9/28/19  |
| 586 00 00 00 Deposit Refunds  | 001 000 580 General Fund                                 | 100.00   | Refund Rental Deposit Colon 9/28/19  |
| 20568 10/31/2019 11/12/2019 3573                                      | Copiers Northwest Inc                                    | 68.09    | Copier Usage 9/14/19 To 10/13/19 Police                                    |
| 521 22 45 00 Oper Rentals - Copier - Po                               | 001 000 521 General Fund                                 | 68.09    | Copier Usage 9/14/19 To 10/13/19 Police                                    |
| 20631 10/31/2019 11/12/2019 3573                                      | Copiers Northwest Inc                                    | 348.78   | Copier Usage October 2019 - City Hall, Court,<br>Parks / Rec, Public Works |
| 512 50 45 00 Oper Rentals - Copier - Co                               | 001 000 512 General Fund                                 | 27.11    | Court 10/2019  |
| 518 10 45 00 Oper Rentals - Copier - No                               |  |          | CH 10/2019   |
| 531 50 45 00 Oper Rentals - Copier - Sto                              | 415 000 531 Storm Drain                                  | 10.15    | PW 10/2019   |
| 534 10 45 02 Oper Rentals - Copier - W                                |  | 10.15    | PW 10/2019   |
| 535 10 45 00 Oper Rentals - Copier - Se                               | v 430 000 535 Sewer Fund (de                             | 10.15    | PW 10/2019   |
| 542 30 45 00 Oper Rentals - Copier - Str                              | 101 000 542 City Street Fund                             | 10.15    | PW 10/2019   |
| 571 10 45 01 Oper Rentals - Copier - Re                               | 001 000 571 General Fund                                 | 56.65    | REC 10/2019  |
| 576 80 45 00 Oper Rentals - Copier - Pa                               | r 001 000 576 General Fund                               | 6.29     | Parks 10/2019  |
|   | Total Copiers Northwest Inc                              | 416.87   |  |
| 20612 10/31/2019 11/12/2019 3589                                      | Databar Inc  | 419.79   | Separate Town Topics Mailing October 2019                                  |
| 518 10 49 01 Town Topics/Citizen Com                                  | o01 000 518 General Fund                                 | 419.79   | Separate TT Mailing 10/2019  |
| 20613 10/31/2019 11/12/2019 3589                                      | Databar Inc  | 1,802.36 | Town Topics October 2019   |
| 518 10 49 01 Town Topics/Citizen Com                                  | o01 000 518 General Fund                                 | 1,802.36 | Town Topics 10/2019  |
| 20635 10/31/2019 11/12/2019 3589                                      | Databar Inc  | 2,157.08 | October 2019 Statement Production And Postag                               |
| 518 10 49 01 Town Topics/Citizen Com                                  | r 001 000 518 General Fund                               | 66.33    | Insert TT 10/2019  |
| 531 50 42 01 Postage - Storm  | 415 000 531 Storm Drain                                  |          | UB Postage 10/2019   |
| 531 50 49 06 Mailing Service - Storm                                  | 415 000 531 Storm Drain                                  |          | UB Mailing 10/2019   |
| 534 10 42 01 Postage - Water  | 425 000 534 Water Fund (de                               |          | UB Postage 10/2019   |
| 334 10 42 01 1 0stage - Water   |  |          |  |
| 534 10 42 01 1 0stage - Water<br>534 10 49 06 Mailing Service - Water | 425 000 534 Water Fund (de                               | 433.90   | UB Mailing 10/2019   |
|   | 425 000 534 Water Fund (de<br>430 000 535 Sewer Fund (de |          | UB Postage 10/2019   |

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Total Databar Inc

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| 20637 11/01/2019 11/12/2019 3601  | Dept Of Transportation                                   |           | P#57 Alameda Grind & Overlay Proj. Management                          |
| 595 10 63 06 Project Eng - Alameda Reg  | 101 000 594 City Street Fund                             | 373.92    | P#57 Alameda Grind & Overlay Project                                   |
| 20581 10/31/2019 11/12/2019 6995  | Endicott, Cynthia J.                                     | 249.90    | Silver Sneakers & Yoga September 2019                                  |
| 571 20 49 06 Instructor Fees  | 001 000 571 General Fund                                 | 249.90    | Silver Sneakers & Yoga 09/2019   |
| 20576 10/31/2019 11/12/2019 3636  | Ferguson Waterworks, #1539                               | 37.70     | Water Service Parts  |
| 534 50 31 01 Oper Supplies - Water Main                                       | 425 000 534 Water Fund (de                               | 37.70     | Water Service Parts  |
| 20644 11/04/2019 11/12/2019 3638  | Fircrest Golf Club                                       | 1,287.78  | Golf Tank Land Rental November 2019                                    |
| 534 10 45 01 Land Rental/Water Tank   | 425 000 534 Water Fund (de                               | 1,287.78  | Golf Tank Land Rental 11/2019  |
| 20607 10/31/2019 11/12/2019 6325  | GeoEngineers Inc   | 17,332.25 | P#60 Pool And Bathhouse Prof. Services 7/26/19<br>To 10/4/19           |
| 594 76 62 00 Buildings & Structures - Pa                                      | 001 000 576 General Fund                                 | 17,332.25 | P#60 Pool And Bathhouse Prof. Services 7/26/19 To 10/4/19              |
| 20634 10/31/2019 11/12/2019 7475  | Goodyear Tire & Rubber Company                           | 887.68    | #59083D Front End Alignment And Tie Rod<br>Repair                      |
| 548 65 48 12 O & M - Street   | 501 000 548 Equipment Ren                                | 887.68    | #59083D Front End Alignment And Tie Rod Repair                         |
| 20579 10/31/2019 11/12/2019 3668  | Gray Lumber Company Inc                                  | 664.73    | 4x4 Posts For Street Signs (Quantity 10)                               |
| 542 30 31 02 Oper Supplies - Street Reg                                       | 101 000 542 City Street Fund                             | 664.73    | 4x4 Posts For Street Signs (Quantity 10)                               |
| 20601 10/31/2019 11/12/2019 6774  | Greenleaf Landscaping 1 Inc                              | 4,252.06  | Monthly Landscape Service October 2019                                 |
| 518 30 41 01 Contract Maintenance<br>542 80 49 03 Beautification Services (co | 001 000 518 General Fund<br>101 000 542 City Street Fund |           | Monthly Landscape Service 10/2019<br>Monthly Landscape Service 10/2019 |
| 20639 11/01/2019 11/12/2019 3672  | Guardian Security Inc                                    | 142.87    | Door Closer For Maintenance Shop                                       |
| 518 30 31 03 Oper Sup/PWF   | 001 000 518 General Fund                                 | 142.87    | Door Closer For Maint. Shop  |
| 20658 11/04/2019 11/12/2019 3672  | Guardian Security Inc                                    | 107.70    | Door Handle For Maintenance Shop                                       |
| 518 30 31 03 Oper Sup/PWF   | 001 000 518 General Fund                                 | 107.70    | Door Handle For Maint. Shop  |
|   | Total Guardian Security Inc                              | 250.57    |  |
| 20652 11/04/2019 11/12/2019 8789  | Hernandez, Mark  | 100.00    | Refund Rental Deposit Hernandez 10/18/19                               |
| 586 00 00 00 Deposit Refunds  | 001 000 580 General Fund                                 | 100.00    | Refund Rental Deposit Hernandez 10/18/19                               |

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| 20589          | 10/31/2019 11/12/2019 3692   | Home Depot Credit Services   | 1.95                         | HVAC Repair Parts - City Hall  |
|                | 518 30 31 04 Oper Sup/CH   | 001 000 518 General Fund   | 1.95                         | HVAC Repair Parts - CH   |
| 20616          | 10/31/2019 11/12/2019 3692   | Home Depot Credit Services   | 47.60                        | Lighting Items For Regents / Alameda Island                                      |
|                | 542 80 31 04 Beautification-Supplies   | 101 000 542 City Street Fund   | 47.60                        | Lighting Items For Regents / Alameda Island                                      |
| 20671          | 11/04/2019 11/12/2019 3692   | Home Depot Credit Services   | 184.95                       | Public Works Supplies  |
|                | 534 50 31 01 Oper Supplies - Water Main<br>535 50 31 01 Oper Supplies - Sewer Main<br>542 80 31 04 Beautification-Supplies | 425 000 534 Water Fund (de<br>430 000 535 Sewer Fund (de<br>101 000 542 City Street Fund |                              | Parts For Wells Parts For Generators Parts For Regents / Alameda Island Lighting |
|                |  | Total Home Depot Credit Services   | 234.50                       |  |
| 20659          | 11/04/2019 11/12/2019 3706   | International Code Council   | 378.06                       | 2018 Int'l Building And Residential Codes  |
|                | 524 20 31 00 Office & Oper Sup-Bldg  | 001 000 524 General Fund   | 378.06                       | 2018 Int'l Building And Residential Codes  |
| 20688          | 11/05/2019 11/12/2019 7981   | Johnson, David   | 426.82                       | 03-02530.2 - 808 ALAMEDA AVE   |
|                | 343 10 00 00 Storm Drain Fees & Charge<br>343 40 00 00 Sale Of Water<br>343 50 00 00 Sewer Revenues                        | 415 000 340 Storm Drain<br>425 000 340 Water Fund (de<br>430 000 340 Sewer Fund (de      | -98.86<br>-104.80<br>-223.16 |  |
| 20667          | 11/04/2019 11/12/2019 8404   | Linda Kaye Briggs  | 2,499.20                     | P#55 Capital Campaign October 2019 (15.33 Hrs)                                   |
|                | 594 76 62 00 Buildings & Structures - Pa   | 001 000 576 General Fund   | 2,499.20                     | P#55 Capital Campaign 10/2019 (15.333 Hrs)                                       |
| 20672          | 11/04/2019 11/12/2019 3791   | Lowe's Company-#338954   | -174.84                      | <b>Returned Paint For Garbage Fence - City Hall</b>                              |
|                | 518 30 31 04 Oper Sup/CH   | 001 000 518 General Fund   | -174.84                      | Returned Paint For Garbage Fence - CH  |
| 20673          | 11/04/2019 11/12/2019 3791   | Lowe's Company-#338954   | 25.95                        | Parks Maintenance Supplies   |
|                | 576 80 31 02 Oper Supplies - Parks   | 001 000 576 General Fund   | 25.95                        | Parks Maint. Supplies  |
| 20674          | 11/04/2019 11/12/2019 3791   | Lowe's Company-#338954   | 39.77                        | Paint For Patio Fence - City Hall  |
|                | 518 30 31 04 Oper Sup/CH   | 001 000 518 General Fund   | 39.77                        | Paint For Patio Fence - CH   |
| 20675          | 11/04/2019 11/12/2019 3791   | Lowe's Company-#338954   | 39.77                        | Paint For Patio Fence - City Hall  |
|                | 518 30 31 04 Oper Sup/CH   | 001 000 518 General Fund   | 39.77                        | Paint For Patio Fence - CH   |
| 20676          | 11/04/2019 11/12/2019 3791   | Lowe's Company-#338954   | 7.74                         | Maintenance Supplies - Public Safety Building                                    |
|                | 518 30 31 02 Oper Sup/PSB Bldg   | 001 000 518 General Fund   | 7.74                         | Maint. Supplies - PSB  |
| 20677          | 11/04/2019 11/12/2019 3791   | Lowe's Company-#338954   | 15.16                        | Supplies For Regents / Alameda Island Lighting                                   |

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| 20683 11/05/2019 11/12/2019 6605  | McDevitt Jr, James David   | 163.99  | 12-00550.2 - 4523 60TH AVE W  |
| 343 50 00 00 Sewer Revenues   | 430 000 340 Sewer Fund (de   | -163.99   |   |
| 20622 10/31/2019 11/12/2019 6369  | McLendon Hardware Inc (Tacoma)   | 88.12   | Halloween Decor For Regents / Alameda Island  |
| 542 80 31 04 Beautification-Supplies  | 101 000 542 City Street Fund   | 88.12   | Halloween Decor For Regents / Alameda Island  |
| 20625 10/31/2019 11/12/2019 8783  | Moore, James   | 67.00   | Library Reimbursement 1 Year  |
| 572 21 49 00 Library Services   | 001 000 572 General Fund   | 67.00   | Library Reimbursement 1 Year  |
| 20618 10/31/2019 11/12/2019 7855  | Niblack, Rex   | 67.00   | Library Reimbursement 1 Year  |
| 572 21 49 00 Library Services   | 001 000 572 General Fund   | 67.00   | Library Reimbursement 1 Year  |
| 20566 10/31/2019 11/12/2019 3904  | OMWBE  | 100.00  | Local OMWBE Fee (7/1/19 - 06/30/21)   |
| 518 11 49 01 Dues, Memberships, Subscri   | 001 000 518 General Fund   | 100.00  | Local OMWBE Fee (7/1/19 - 06/30/21)   |
| 20608 10/31/2019 11/12/2019 8642  | Olivarez, Samantha N   | 68.68   | Mileage To JIS Basics Class 10/15/19 & 10/16/19   |
| 512 50 43 00 Travel - Court   | 001 000 512 General Fund   | 68.68   | Mileage To JIS Basics Class 10/15/19 & 10/16/19 - S. Olivarez   |
|   |  |   |   |
| 20598 10/31/2019 11/12/2019 3929  | Owen Equipment Company   | 392.59  | Brooms For Sweeper #60915D  |
| <b>20598 10/31/2019 11/12/2019 3929</b> 531 50 31 02 Oper Supplies - Storm  | Owen Equipment Company 415 000 531 Storm Drain   |   | Brooms For Sweeper #60915D  Brooms For Sweeper #60915D  |
|   |  | 392.59  | <u>-</u>  |
| 531 50 31 02 Oper Supplies - Storm  | 415 000 531 Storm Drain  | 392.59<br><b>835.16</b>   | Brooms For Sweeper #60915D  |
| 531 50 31 02 Oper Supplies - Storm  20619 10/31/2019 11/12/2019 3958  | 415 000 531 Storm Drain  PC Budget & Finance - Jail  | 392.59<br><b>835.16</b><br>835.16   | Brooms For Sweeper #60915D  September 2019 Jail Services  |
| 531 50 31 02 Oper Supplies - Storm  20619 10/31/2019 11/12/2019 3958  523 60 40 01 Jail   | 415 000 531 Storm Drain  PC Budget & Finance - Jail  001 000 523 General Fund  | 392.59<br>835.16<br>835.16<br>120.83  | Brooms For Sweeper #60915D  September 2019 Jail Services  09/2019 Jail Services   |
| 531 50 31 02 Oper Supplies - Storm  20619 10/31/2019 11/12/2019 3958  523 60 40 01 Jail  20591 10/31/2019 11/12/2019 8626   | 415 000 531 Storm Drain  PC Budget & Finance - Jail  001 000 523 General Fund  Pacific Office Automation Inc   | 392.59 835.16 835.16 120.83   | Brooms For Sweeper #60915D  September 2019 Jail Services  09/2019 Jail Services  November 2019 Postage Meter Rental   |
| 531 50 31 02 Oper Supplies - Storm  20619 10/31/2019 11/12/2019 3958  523 60 40 01 Jail  20591 10/31/2019 11/12/2019 8626  518 10 42 01 Postage - Non-Dept  | 415 000 531 Storm Drain  PC Budget & Finance - Jail  001 000 523 General Fund  Pacific Office Automation Inc  001 000 518 General Fund  Parametrix Engineering   | 392.59 835.16 835.16 120.83 120.83 4,167.50   | Brooms For Sweeper #60915D  September 2019 Jail Services  09/2019 Jail Services  November 2019 Postage Meter Rental  Meter Rental 11/2019  P#60 Pool And Bathhouse Prof. Services Through   |
| 531 50 31 02 Oper Supplies - Storm  20619 10/31/2019 11/12/2019 3958  523 60 40 01 Jail  20591 10/31/2019 11/12/2019 8626  518 10 42 01 Postage - Non-Dept  20670 11/04/2019 11/12/2019 4680  | 415 000 531 Storm Drain  PC Budget & Finance - Jail  001 000 523 General Fund  Pacific Office Automation Inc  001 000 518 General Fund  Parametrix Engineering   | 392.59  835.16  835.16  120.83  120.83  4,167.50  | Brooms For Sweeper #60915D  September 2019 Jail Services  09/2019 Jail Services  November 2019 Postage Meter Rental  Meter Rental 11/2019  P#60 Pool And Bathhouse Prof. Services Through 10/5/19  P#60 Pool And Bathhouse Prof. Services Through         |
| 531 50 31 02 Oper Supplies - Storm  20619 10/31/2019 11/12/2019 3958  523 60 40 01 Jail  20591 10/31/2019 11/12/2019 8626  518 10 42 01 Postage - Non-Dept  20670 11/04/2019 11/12/2019 4680  594 76 62 00 Buildings & Structures - Pa  | 415 000 531 Storm Drain  PC Budget & Finance - Jail  001 000 523 General Fund  Pacific Office Automation Inc  001 000 518 General Fund  Parametrix Engineering  001 000 576 General Fund   | 392.59  835.16  835.16  120.83  120.83  4,167.50  | Brooms For Sweeper #60915D  September 2019 Jail Services  09/2019 Jail Services  November 2019 Postage Meter Rental  Meter Rental 11/2019  P#60 Pool And Bathhouse Prof. Services Through 10/5/19  P#60 Pool And Bathhouse Prof. Services Through 10/5/19 |
| 531 50 31 02 Oper Supplies - Storm  20619 10/31/2019 11/12/2019 3958  523 60 40 01 Jail  20591 10/31/2019 11/12/2019 8626  518 10 42 01 Postage - Non-Dept  20670 11/04/2019 11/12/2019 4680  594 76 62 00 Buildings & Structures - Pa  20684 11/05/2019 11/12/2019 2420  343 10 00 00 Storm Drain Fees & Charge 343 40 00 00 Sale Of Water | PC Budget & Finance - Jail  001 000 523 General Fund  Pacific Office Automation Inc  001 000 518 General Fund  Parametrix Engineering  001 000 576 General Fund  Pero, Julie  415 000 340 Storm Drain 425 000 340 Water Fund (de | 392.59  835.16  835.16  120.83  120.83  4,167.50  4,167.50  323.25  -78.07  -77.91  -167.27 | Brooms For Sweeper #60915D  September 2019 Jail Services  09/2019 Jail Services  November 2019 Postage Meter Rental  Meter Rental 11/2019  P#60 Pool And Bathhouse Prof. Services Through 10/5/19  P#60 Pool And Bathhouse Prof. Services Through 10/5/19 |

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|                | 518 30 31 01 Oper Sup/Rec Bldg                 | 001 000 518 General Fund             | 234.71   | Janitorial Supplies - REC                          |
|                | 518 30 31 02 Oper Sup/PSB Bldg                 | 001 000 518 General Fund             | 38.41    |  |
|                | 518 30 31 04 Oper Sup/CH                       | 001 000 518 General Fund             | 38.41    | Janitorial Supplies - CH                           |
|                |  | Total Sarco Supply                   | 514.65   |  |
| 20686          | 5 11/05/2019 11/12/2019 5668                   | Shuts, Nicole                        | 71.36    | 06-01200.0 - 1545 WEATHERVANE CT                   |
|                | 343 10 00 00 Storm Drain Fees & Charge         | 415 000 340 Storm Drain              | -18.95   |  |
|                | 343 40 00 00 Sale Of Water                     | 425 000 340 Water Fund (de           | -20.16   |  |
|                | 343 50 00 00 Sewer Revenues                    | 430 000 340 Sewer Fund (de           | -32.25   |  |
| 20592          | 2 10/31/2019 11/12/2019 7308                   | SiteCrafting Inc                     | 99.00    | <b>Monthly Hosting Cityoffircrest.net 10/15/19</b> |
|                | 518 81 41 02 Web Design & Maintenanc           | 001 000 518 General Fund             | 99.00    | Cityoffircrest.net 10/15/19                        |
| 20651          | 11/04/2019 11/12/2019 8788                     | Skeete, Jaidyn                       | 100.00   | Refund Rental Deposit Skeete 10/19/19              |
|                | 586 00 00 00 Deposit Refunds                   | 001 000 580 General Fund             | 100.00   | Refund Rental Deposit Skeete 10/19/19              |
| 20648          | 3 11/04/2019 11/12/2019 4065                   | Smith, Alling, P.S.                  | 125.00   | <b>Judge Pro Tempore 10/31/19 (2.5 Hrs)</b>        |
|                | $512\ 50\ 41\ 02\ Prof\ Srvs$ - Pro Temp Judge | 001 000 512 General Fund             | 125.00   | Judge Pro Tempore 10/31/19 (2.5 Hrs)               |
| 20645          | 5 11/04/2019 11/12/2019 4690                   | Sound Inspections                    | 3,055.21 | Inspections, Mileage And Calls October 2019        |
|                | 524 20 41 01 Bldg Inspec/Plan Review           | 001 000 524 General Fund             | 3,055.21 | 10/2019  |
| 20169          | 08/22/2019 11/12/2019 8596                     | Soundview Landscape & Sprinkler, Co. | 3,337.93 | Retainage Whittier Park Irrigation Installation    |
|                | 594 76 63 01 Other Improvements - Park         | 001 000 576 General Fund             | 3,337.93 | Retainage Whittier Park Irrigation Installation    |
| 20594          | 10/31/2019 11/12/2019 4084                     | Staples Business Advantage           | 19.34    | Court Supplies                                     |
|                | 512 50 31 00 Office & Oper Sup-Court           | 001 000 512 General Fund             | 19.34    | Court Supplies                                     |
| 20595          | 3 10/31/2019 11/12/2019 4084                   | Staples Business Advantage           | 14.19    | Court Supplies                                     |
|                | 512 50 31 00 Office & Oper Sup-Court           | 001 000 512 General Fund             | 14.19    | Court Supplies                                     |
| 20596          | 5 10/31/2019 11/12/2019 4084                   | Staples Business Advantage           | 198.81   | Court Supplies                                     |
|                | 512 50 31 00 Office & Oper Sup-Court           | 001 000 512 General Fund             | 198.81   | Court Supplies                                     |
| 20603          | 3 10/31/2019 11/12/2019 4084                   | Staples Business Advantage           | 197.40   | <b>Supplies - Central And Police</b>               |
|                | 518 10 34 01 Central Office Supplies           | 001 000 518 General Fund             | 140.07   | Central Supplies                                   |
|                | 521 22 31 00 Office & Oper Sup - Police        | 001 000 521 General Fund             | 57.33    | Police Supplies                                    |
| 20604          | 10/31/2019 11/12/2019 4084                     | Staples Business Advantage           | 38.83    | Central Supplies                                   |

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| 20641 11/04/2019 11/12/2019 4133  | Tacoma Rubber Stamp  | 218.15   | Check Endorsement Stamps, Court Clerk<br>Nameplates And Mounts - S. Olivarez, S. Clother  |
| 512 50 35 00 Small Tools & Equip-Cour   | 001 000 512 General Fund   | 218.15   | Check Endorsement Stamps, Court Clerk Nameplates<br>And Mounts - S. Olivarez, S. Clother  |
|   | Total Tacoma Rubber Stamp  | 248.97   |   |
| 20588 10/31/2019 11/12/2019 4135  | Tacoma Screw Products Inc  | 7.12     | #59083D Chain Repair  |
| 548 65 48 12 O & M - Street   | 501 000 548 Equipment Ren  | 7.12     | #59083D Chain Repair  |
| 20629 10/31/2019 11/12/2019 4139  | Tapco Visa Card  | 144.00   | SoundCloud Pro Service - Council Audio  |
| 511 60 35 00 Small Tools & Equip - Leg  | 001 000 511 General Fund   | 144.00   | SoundCloud Pro Service - Council Audio  |
| 20569 10/31/2019 11/12/2019 4239  | Thomson Reuters - West   | 518.73   | 2020 Court Rules - Local, State And Federal   |
| 512 50 31 01 Publications - Court Rules   | 001 000 512 General Fund   | 518.73   | 2020 Court Rules - Local, State And Federal   |
| 20660 11/04/2019 11/12/2019 8756  | Tony Lind Paving   | 6,034.85 | P#57 Alameda Grind & Overlay Retainage (Did<br>Not Need To Withhold)                      |
| 595 32 63 06 Construction - Alameda Re  | 101 000 594 City Street Fund   | 6,034.85 | P#57 Alameda Grind & Overlay Retainage (Did Not Need To Withhold)                         |
| 20664 11/04/2019 11/12/2019 8482  | US Bank, Police Department Account   | 252.77   | Police Charges Through 10/25/19   |
| 521 22 31 00 Office & Oper Sup - Police   | 001 000 521 General Fund   | 252.77   | 2019 RCW  |
| 20649 11/04/2019 11/12/2019 8484  | US Bank, Recreation Dept Account   | 466.58   | Rec Charges Through 11/1/19   |
| 571 10 31 00 Office Supplies - Rec<br>573 90 49 01 Community Events<br>576 80 31 02 Oper Supplies - Parks | 001 000 571 General Fund<br>001 000 573 General Fund<br>001 000 576 General Fund | 310.07   | Room Spray, Gloves, Cold Packs<br>Haunted Trails And Halloween Supplies<br>Parks Supplies |
| 20669 11/04/2019 11/12/2019 8484  | US Bank, Recreation Dept Account   | 56.81    | Rec Charges Through 11/1/19   |
| 573 90 49 01 Community Events   | 001 000 573 General Fund   | 56.81    | Website Graphics, Halloween Decor   |
|   | Total US Bank, Recreation Dept Account   | 523.39   |   |
| 20587 10/31/2019 11/12/2019 8782  | Uhrovic, Igor  | 33.50    | Library Reimbursement 1/2 Year  |
| 572 21 49 00 Library Services   | 001 000 572 General Fund   | 33.50    | Library Reimbursement 1/2 Year  |
| 20610 10/31/2019 11/12/2019 4177  | University Place Radiator  | 1,367.71 | #59083D (2008) Replace Rear Brake Pads, Rotors<br>And Calipers                            |

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| 548 65 48 12 O & M - Street   | 501 000 548 Equipment Ren  | 1,367.71  | #59083D (2008) Replace Rear Brake Pads, Rotors<br>And Calipers   |
| 20628 10/31/2019 11/12/2019 4178  | <b>University Place Refuse Inc</b>   | 58.69   | <b>Dump Fees - Yard Waste September 2019</b>   |
| 542 30 47 01 Dumping Fees - Street  | 101 000 542 City Street Fund   | 58.69   | Dump Fees - Yard Waste 09/2019   |
| 20611 10/31/2019 11/12/2019 4179  | Unum Life Insurance Company of America   | 46.80   | Retired Benefits November 2019   |
| 521 22 20 02 LEOFF I Long Term Care   | 001 000 521 General Fund   | 46.80   | Police 0220603-011 11/2019   |
| 20614 10/31/2019 11/12/2019 4196  | Visi-Printing & Signs  | 281.04  | Utility Deposit Receipt Books  |
| 518 10 34 02 Central Office Printing  | 001 000 518 General Fund   | 281.04  | Utility Deposit Receipt Books  |
| 20663 11/04/2019 11/12/2019 3645  | WEX BANK, Wright Express FSC   | 2,557.61  | Gas / Fuel October 2019  |
| 548 65 31 05 Non-Dept Gas 548 65 31 06 Facilities Gas 548 65 31 08 Police Gas 548 65 31 11 Parks/Rec Gas 548 65 31 12 Street Gas 548 65 31 14 Wtr/Swr Gas  20624 10/31/2019 11/12/2019 4231 534 80 41 00 Water Testing  20636 11/01/2019 11/12/2019 4231 534 80 41 00 Water Testing | 501 000 548 Equipment Ren Water Mgmt Labs Inc 425 000 534 Water Fund (de  Water Mgmt Labs Inc 425 000 534 Water Fund (de | 103.87 1,406.87 173.48 525.32 318.65 407.00 407.00 415.00 | Non-Dept 10/2019 Facilities 10/2019 Police 10/2019 Parks 10/2019 Street 10/2019 W / S 10/2019  Coliform, Fluoride And Nitrogen October 2019 Coliform, Fluoride & Nitrogen 10/2019  Trihalomethanes And Haloacetic Acids Testing September 2019  Trihalomethanes & Haloacetic Acids Testing 09/2019 |
|   | Total Water Mgmt Labs Inc  | 822.00  |  |
| 20633 10/31/2019 11/12/2019 4246  | Whistle Workwear   | 158.67  | Bib Overalls - N. Parsons, R. Schlosstein  |
| 531 50 20 01 Contract Benefits - Storm<br>534 10 20 01 Contract Benefits - Wtr Ad<br>535 10 20 01 Contract Benefits - Swr Ad<br>542 30 20 01 Contract Benefits - Street R   | 415 000 531 Storm Drain<br>425 000 534 Water Fund (de<br>430 000 535 Sewer Fund (de<br>101 000 542 City Street Fund  | 39.67<br>39.67  | Bib Overalls - N. Parsons, R. Schlosstein<br>Bib Overalls - N. Parsons, R. Schlosstein<br>Bib Overalls - N. Parsons, R. Schlosstein<br>Bib Overalls - N. Parsons, R. Schlosstein   |
| 20597 10/31/2019 11/12/2019 5286  | Winsupply  | 68.04   | Meter Box Lids   |
| 534 50 31 01 Oper Supplies - Water Mair   | 425 000 534 Water Fund (de   | 68.04   | Meter Box Lids   |
|   |  |   |  |

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| Tay "  |             | 02 Oper Supplies - Stre  |            | 101 000 542 C  | ity Street Func  |      |            | Repair Parts For De-icer  |
| 20582  |             | 9 11/12/2019 7467  |            | Woodbrook Native Plant   |                  |      |            | Plants For Whittier Park  |
| 20302  |             | 02 Oper Supplies - Parl  |            | 001 000 576 G  | •                |      |            | Plants For Whittier Park  |
| 20583  |             | 9 11/12/2019 7467  |            | Woodbrook Native Plant   |                  |      |            | Plants For Thelma Gilmur Park   |
| 20303  |             | 02 Oper Supplies - Parl  |            | 001 000 576 G  | •                |      |            | Plants For Thelma Gilmur Park   |
|  | 370 80 31   | 02 Oper Supplies - 1 an  |            |  |                  |      |            | Tiants For Themia Offinia Lark  |
|  |             |  |            | Total Woodbrook Native Pl  | lant Nursery     |      | 601.69     |   |
| 20577  | 10/31/2019  | 9 11/12/2019 4273  |            | Zumar Industries Inc   |                  |      | 485.31     | Yield Signs (Quantity 8)  |
|  | 542 30 31   | 02 Oper Supplies - Stre  | eet Reg    | 101 000 542 C  | City Street Fund |      | 485.31     | Yield Signs (Quantity 8)  |
| 20599  | 10/31/2019  | 9 11/12/2019 4273  |            | Zumar Industries Inc   |                  |      | 225.30     | "No Parking This Side" Signs For 300 & 400<br>Block Farallone (Quantity 10) |
|  | 542 30 31   | 02 Oper Supplies - Stre  | eet Reg    | 101 000 542 C  | City Street Fund |      | 225.30     | "No Parking This Side" Signs For 300 & 400 Block Farallone (Quantity 10)    |
| 20600  | 10/31/2019  | 9 11/12/2019 4273  |            | Zumar Industries Inc   |                  |      | 345.19     | Parts To Install "No Parking" Signs 300 & 400<br>Block Farallone            |
|  | 542 30 31   | 02 Oper Supplies - Stre  | eet Reg    | 101 000 542 C  | City Street Fund |      | 345.19     | Parts To Install "No Parking" Signs 300 & 400 Block Farallone               |
|  |             |  |            | Total Zumar Industries Inc   |                  |      | 1,055.80   |   |
|  |             |  |            |  | Report Tot       | -al· | 137,452.13 |   |
|  |             |  | Fund       |  | report 100       |      | 137,132.13 |   |
| 001 General Fund 101 City Street Fund 415 Storm Drain 416 Storm Improvement 425 Water Fund (departr 430 Sewer Fund (departr 501 Equipment Rental F |             | Street Fund<br>m Drain<br>m Improvement Fund<br>er Fund (department)<br>er Fund (department) |            | 97,255.18<br>20,426.91<br>1,476.29<br>1,400.00<br>7,133.92<br>4,095.37<br>5,664.46 |                  |      |            |   |
| Th   | is report h | as been reviewed by  | <b>'</b> : |  |                  |      |            |   |
| RE   | EMARKS      | :  |            | Signature & Title  |                  |      | Date       |   |

#### CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL

Mayor Hunter T. George called the special meeting to order at 6:00 P.M. and led the pledge of allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Brett Wittner, Denny Waltier, Blake Surina, and Jamie Nixon.

# AGENDA MODIFICATIONS

There were none.

#### SEWER TREATMENT PASS-THROUGH DISCUSSION

Public Works Director Wakefield briefed the Council on the Tacoma sewage treatment costs, stating the costs had been reviewed in comparison with the revenues generated by the Fircrest rate structure for the treatment. Wakefield recommended the City maintain the 2019 sewer treatment rate for 2020 as the City anticipated lower than expected expenditures. After a brief discussion on the ratio of applicability, treatment costs, and rate study, there was a general consensus to maintain the existing rate, review annually, and track quarterly to ensure the City's rates were adequate to meet Tacoma's increases.

# NAMING POLICY REVIEW

City Manager Pingel briefed the Council on the draft naming policy that would put a mechanism in place in order to allow major donors to name specific City assets and provide consistency and organization to naming efforts and opportunities. Pingel requested Council feedback, and after a brief discussion on maintenance, current named City assets, existing process, and historical context, there was a general consensus to review how small cities handled naming city assets, revise the draft policy to simplify the process, and increase Council involvement and citizen oversight in the process.

# ART POLICY REVIEW

Pingel briefed the Council on the draft art policy, stating the intent was to ensure the City had guidelines in place to accepting and displaying artwork and deaccessioning or decommissioning artwork. Pingel requested Council feedback, and after a brief discussion on maintenance, there was a general consensus to make minor adjustments to increase Council involvement and replace language under the Manner of Disposition referring to selling the art for the "best possible price" to "another public institution, non-profit, or other public entity." Pingel indicated he would bring the Kokich family bronze sculpture donation agreement before Council to formalize the agreement.

#### **ADJOURNMENT**

Waltier MOVED to adjourn the meeting at 7:00 P.M., seconded by Reynolds. <u>The Motion Carried</u>.

| ricu. |  |                           |
|-------|--|---------------------------|
|       |  |                           |
|       |  |                           |
|       |  | Hunter T. George, Mayor   |
|       |  |                           |
|       |  |                           |
|       |  | I ' N ' C' Cl 1           |
|       |  | Jessica Nappi, City Clerk |

# CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Mayor Hunter T. George called the regular meeting to order at 7:00 P.M. and led the Pledge of Allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Brett Wittner, Blake Surina, and Jamie Nixon were present. Councilmember Denny Waltier was absent and excused.

# PRESIDING OFFICER'S REPORT

George invited Honorable Judge Miller to comment on the 2020 budget. Judge Miller commented on the progress made with the City Manager regarding personnel matters, which included reclassification and court clerk salary.

# A. Proclamation: Dysautonomia Awareness Month

At the request of George, Reynolds read the proclamation into the record. Reynolds MOVED to authorize the Mayor's signature on a proclamation proclaiming the month of October as Dysautonomia Awareness Month; seconded by Nixon. George invited councilmember comment; none were provided. George invited public comment; none were provided. The Motion Carried (6-0 with Wittner absent).

# **B.** Pierce Transit Update by Nancy Henderson

Pierce Transit Board Commissioner Nancy Henderson presented an update on Pierce Transit, which included history, ridership information, service area, boarding statistics, operating statistics, revenues, and expenditures, organizational staffing, partnerships, renovations, and major initiatives. There was a brief question and answer session on reserves, I-976 impacts, bus rapid transit, and Board composition, which included input from Alexandra Mather from Pierce Transit.

# C. Pool and Community Center Project

Parks and Recreation Director Grover reported on the pool and bathhouse project update, commenting on the ground and rain water mitigation, plumbing installation, and setting the foundation. Pingel reported on the community center project schedule, stating the schedule built in extra lead time for the permitting and review process and that he anticipated construction beginning in September 2020 and completion in August 2021. Wittner inquired on the impact of weather on the construction of the foundation; Grover indicated the final finish of the concrete would be mostly weather dependent. Pingel reported that S&P Global rating agency issued the City an AA+ initial bond rating.

# PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

George invited public comment; none were provided.

# COMMITTEE, COMMISSION, AND LIAISON REPORTS

#### A. Parks and Recreation

As Waltier was absent, no report was provided.

# **B.** Pierce County Regional Council

Reynolds reported that the Pierce County Regional Council (PCRC) had passed up an opportunity to add a PCRC member to the Puget Sound Regional Council Executive Committee as it would the dilute the overall strength of the PCRC voting power on the committee.

# D. Public Safety, Courts

Surina commented on the passing of Carl Cheesman.

# E. Street, Water, Sewer, and Storm Drain

Nixon had no report to provide.

# F. Other Liaison Reports

There were none.

#### **CONSENT CALENDAR**

Reynolds departed at 8:06 P.M. George requested to remove Consent Calendar 7C. Setting a public hearing to receive comments on sewer rates on December 10, 2019 at 7:15 P.M. or soon thereafter; there were no objections. George requested the City Clerk read the Consent Calendar as amended: approval of Voucher No. 213816 through Voucher Check No. 213878 in the amount of \$1,088,254.09; approval of Payroll Check No. 13746 through Payroll Check No. 13750 in the amount of \$103,565.98; approval of the October 7, 2019 Special Meeting minutes; approval of the October 8, 2019 Regular Meeting minutes; and approval of the October 14, 2019 Special Meeting minutes. Wittner MOVED to approve the Consent Calendar as amended; seconded by Surina. The Motion Carried As Amended (5-0 with Waltier and Reynolds absent). Reynolds returned at 8:07 P.M.

#### **PUBLIC HEARING**

# A. Preliminary 2020 Budget

At 8:07 P.M., George opened the public hearing. Finance Director Corcoran briefed the Council on the Preliminary 2020 Budget, stating the public hearing was to receive comments on the Preliminary 2020 Budget. George invited councilmember comments; none were provided. George invited public testimony; none were provided. At 8:09 P.M., George closed the public hearing.

#### **UNFINISHED BUSINESS**

# A. Salaries of Non-Union Employees, Including Casual and Seasonal Employees

Corcoran briefed the Council on the proposed salary ordinance for implementation January 1, 2020, stating the proposal provided for a 1.7% COLA increase, a reclassification, and restoration of the Parks and Recreation Director's salary. Reynolds MOVED to approve Ordinance No. 1645, amending Section 1 of Ordinance No. 1624 and FMC 2.44.050 relating to salaries of non-union City employees and amending Section 2 of Ordinance No. 1624 and FMC 2.44.090 relating to hourly rate of pay for casual and seasonal employees; seconded by Wittner. George invited councilmember comment; Viafore inquired on the reclassification job description. Pingel indicated he would share that with Council. George invited public comment; none were provided. The Motion Carried (6-0 with Waltier absent).

#### **NEW BUSINESS**

# A. Alameda Avenue Grind & Overlay Project Acceptance

Public Works Director Wakefield briefed the Council on the Alameda Grind and Overlay Project completed by Tony Lind Paving, and recommended approval. Reynolds MOVED the City Council accept the contract for the Alameda Grind and Overlay Project completed by Tony Lind Paving, LLC in the final contract amount of \$120,696.86; seconded by Wittner. George invited councilmember comment; Surina inquired on the WSDOT close-out process.

Wakefield indicated final approval by WSDOT would take approximately 30-60 days. George invited public comment; none were provided. The Motion Carried (6-0 with Waltier absent).

# B. Farallone Avenue Sanitary Sewer Connection Close-Out Change Order #1

Wakefield briefed the Council on the Farallone Avenue sanitary sewer connection close-out change order #1 and stated the change order would result in a net decrease to the contract of \$589.92. Reynolds MOVED the City Council approve Close-Out Change Order #1 to Pape & Sons Construction Inc. for the Farallone Sanitary Sewer Connection Project decreasing the contract total by \$589.92 for the project for an adjusted total contact price of \$105,622.66 and acceptance of the project; seconded by Wittner. George invited councilmember comment; Surina inquired on when the project began. Wakefield indicated it began in April 2019. George invited public comment; none were provided. The Motion Carried (6-0 with Waltier absent).

#### C. Creating a Park Bond Debt Fund

Corcoran briefed the Council on the proposed ordinance that would establish a fund to account for the revenues and expenditures relating to park bond debt services. Wittner MOVED to adopt Ordinance No. 1646, establishing a fund to be used for all proper Park Bond Debt services and adding section 3.20.301 of the Fircrest Municipal Code; seconded by Reynolds. George invited councilmember comment; none were provided. George invited public comment; none were provided. The Motion Carried (6-0 with Waltier absent).

# D. Creating a Park Bond Capital Fund

Corcoran briefed the Council on the proposed ordinance that would establish a fund to account for the revenues and expenditures relating to park bond capital projects. Reynolds MOVED to adopt Ordinance No. 1647, stablishing a fund to be used for all proper Park Bond Capital Project purposes and adding section 3.20.302 of the Fircrest Municipal Code; seconded by Wittner. George invited councilmember comment; Viafore inquired on payments to Kassel & Associates. Corcoran indicated a budget adjustment would be made. Viafore inquired when the bond would be sold; Pingel indicated October 29, 2019. George invited public comment; none were provided. The Motion Carried (6-0 with Waltier absent).

# E. BIAS Software Agreement

Corcoran briefed the Council on the proposed professional services agreement with BIAS Software to provide software support for BIAS software applications for the year 2020. Wittner MOVED to adopt Resolution No. 1608, authorizing the City Manager to execute an agreement with BIAS Software to provide software support for BIAS software applications for the year 2020; seconded by Nixon. George invited councilmember comment; none were provided. George invited public comment; none were provided. The Motion Carried (6-0 with Waltier absent).

#### F. DAC Contract Amendment

Court Administrator Perry briefed the Council on the proposed agreement for Public Defense Services with Pierce County through the Department of Assigned Counsel and stated the agreement incorporated the City's contracted services for the Ruston municipal court services, extended the contract through December 31, 2020, and updated the compensation. Nixon MOVED to adopt Resolution 1609 No. 1643, authorizing the City Manager to execute an agreement for Public Defense Services with Pierce County for indigent legal defense services; seconded by Reynolds. George invited councilmember comment; none were

provided. George invited public comment; none were provided. The Motion Carried (6-0 with Waltier absent).

#### G. Boers & Associates Contract Amendment

Planning and Building Administrator Stahlnecker briefed the Council on the proposed contract amendment to the professional services agreement with Jeff Boers and Associates to extend the date of the agreement to December 31, 2020 and stated there would be no rate changes. Reynolds MOVED to adopt Resolution No. 1610, authorizing the City Manager to execute Amendment #7 to the agreement with Jeff Boers and Associates for current and long-range planning consulting services; seconded by Wittner. George invited councilmember comment; none were provided. George invited public comment; none were provided. The Motion Carried (6-0 with Waltier absent).

#### H. NW GIS Contract Amendment

Stahlnecker briefed the Council on the proposed contract amendment to the professional service agreement with NW GIS Consulting, LLC extending the term of said agreement through December 31, 2020 and stated there would be no rate changes. Reynolds MOVED to adopt Resolution No. 1611, authorizing the City Manager to execute Amendment #5 to the professional services agreement with NW GIS Consulting, LLC to provide on call GIS support services through December 31, 2020; seconded by Wittner. George invited councilmember comment; none were provided. George invited public comment; none were provided. The Motion Carried (6-0 with Waltier absent).

#### I. Morris Law Contract Amendment

Stahlnecker briefed the Council on the proposed contract amendment to the agreement with Morris Law, P.C. extending the date of the agreement to December 31, 2020 and stated there would be no rate changes. Reynolds MOVED to adopt Resolution No. 1612, authorizing the City Manager to execute Amendment #13 to the professional services agreement with Morris Law, P.C. for special legal counsel services in land use matters and environmental law; seconded by Wittner. George invited councilmember comment; George inquired if staff anticipated increased usage of land use legal counsel in 2020. Stahlnecker indicated no as much of the rezoning efforts would be more on planning than legal. George invited public comment; none were provided. The Motion Carried (6-0 with Waltier absent).

# J. Sound Inspection Contract Amendment

Stahlnecker briefed the Council on the proposed contract amendment to the professional services agreement with Sound Inspection LLC to extend the date of the agreement to December 31, 2020 and stated there would be no rate changes. Reynolds MOVED to adopt Resolution No. 1613, authorizing the City Manager to execute Amendment #7 to the agreement with Sound Inspection LLC for inspection services; seconded by Wittner. George invited councilmember comment; none were provided. George invited public comment; none were provided. The Motion Carried (6-0 with Waltier absent).

#### **CITY MANAGER COMMENTS**

Pingel requested feedback from Council regarding the scheduled October 28, 2019 and November 4, 2019 budget special meetings. After a brief discussion, Viafore MOVED to cancel the October 28, 2019 and November 4, 2019 budget special meetings; seconded by Reynolds. George invited councilmember comment; none were provided. George invited public comment; none were provided. The Motion Carried (6-0 with Waltier absent).

Pingel provided an update to the traffic congestion at Wainwright Intermediate School, stating staff were in the process of collecting information and reviewing the traffic impact analysis submitted at the time of construction of the school. Pingel indicated staff would report back to Council once the information was assembled and evaluated. Viafore commented on illegal parking enforcement on Alameda Avenue. George indicated the Tacoma School District Board would be taking action to put in February for a construction bond package, which included the replacement of Whittier elementary school, and stated a representative from the school district would make a presentation to the Council in November.

#### **DEPARTMENT HEAD COMMENTS**

- Grover reported on the upcoming Haunted Trails event.
- Wakefield reported on the painting of the crosswalk at Alameda Avenue and Darmouth Street, and on the security measures the City would be taking to address the break-ins at the High Tank site. Viafore commented on installing security cameras on site.

#### **COUNCILMEMBER COMMENTS**

- Viafore commented on the passing of Carl Cheesman and on pool project sales tax revenues, and requested a copy of the City's Personnel Policies and Procedures manual.
- Surina requested to keep architect Wittmeyer in mind for the opening remarks of the new community center.
- George commented that he and Linda Kay would be approaching Columbia Bank for a sponsorship opportunity.

#### **EXECUTIVE SESSION**

None scheduled.

#### **ADJOURNMENT**

Reynolds MOVED to adjourn the meeting at 8:45 P.M., seconded by Wittner. <u>The Motion</u> Carried (6-0 with Waltier absent).

**PUBLIC HEARING: 2019 Comprehensive Plan Amendments** 

ITEM 8A.

FROM: Angelie Stahlnecker, Planning and Building Director

**RECOMMENDED MOTION:** No Motion. Public Hearing Only.

**PROPOSAL:** The City of Fircrest proposes to amend the City's Comprehensive Plan to identify the 19th and Mildred Countywide Center and updating the six-year Capital Facilities Improvements Plan.

**FISCAL IMPACT:** The proposed amendments will have no direct fiscal impact as it is for planning purposes and does not commit the City to fund the proposed projects. However, the amended six-year capital improvement schedules identify projected timing and possible funding sources for specific capital projects during 2020-2025.

**ADVANTAGE:** The proposed amendments will update the Comprehensive Plan to ensure consistency with the Growth Management Act as amended, the Puget Sound Regional Council VISION 2040 growth strategy and multicounty planning policies, and the updated Pierce County Countywide Planning Policies. Inclusion of projects in the six-year Capital Improvement Program is a requirement for several federal, state and regional funding grants and loans.

**DISADVANTAGES:** None identified.

**ALTERNATIVES:** The Council could choose to not approve the amendments, which would leave the document and the Capital Facilities Improvement Plan outdated.

HISTORY: The City conducted a major revision and update of the Comprehensive Plan in 2015, as required by the Growth Management Act. The City is allowed to amend the Comprehensive Plan once a year and has done that primarily to update the six-year Capital Facilities Improvement Plan. The City prepared an Environmental Checklist and issued a Determination of Nonsignificance / Adoption of Existing Environmental Documents for the 2019 Amendments to the Fircrest Comprehensive Plan on September 16, 2019. The environmental determination was issued with a 14-day comment/appeal period ending on September 30, 2019. There were no appeals. The City submitted a 60-day Notice of Intent to Adopt a Plan Amendment to the Washington State Department of Commerce on September 13, 2019. The state agency comment period ended on November 12, 2019. No comments were received.

**ATTACHMENTS**: Planning Commission Recommendation, Resolution

**Draft Planning Commission Minutes** 

**Draft Amendments** 

# 

# CITY OF FIRCREST PLANNING COMMISSION RESOLUTION NO. 19-04 Case No. 19-05

# A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF FIRCREST, WASHINGTON, RECOMMENDING ADOPTION OF AMENDMENTS TO THE CITY OF FIRCREST COMPREHENSIVE PLAN

WHEREAS, the Fircrest Planning Commission is authorized, under Section 23.08.110 FMC, to study, promulgate, develop and update coordinated plans, including a Comprehensive Plan, for the physical development of the city as deemed necessary in the interest of the public health, safety, morals and the general welfare of the community; and to such end it may make recommendations to the City Council regarding the regulations of and restrictions on the use of land, the location, construction and use of buildings, and other related matters which are or might properly be incorporated into city ordinances dealing with zoning, building, plats and subdivisions, parks and annexation; and

WHEREAS, the City is required to periodically review and update its Comprehensive Plan, as needed, to ensure consistency with the Growth Management Act, Puget Sound Regional Council VISION 2040 Growth Strategy, and the Pierce County Countywide Planning Policies; and

WHEREAS, the City submitted a *Notice of Intent to Adopt* to the Washington State Department of Commerce September 13, 2019, which was issued to state agencies for a 60-day comment period as required pursuant to RCW 36A.70 RCW; and

WHEREAS, the City issued a *Determination of Nonsignificance/Incorporation by Reference of Environmental Documents, Adoption of Existing Environmental Documents* for the 2019 Amendments to the Fircrest Comprehensive Plan on September 16, 2019 with a 14-day comment period ending September 30, 2019, and no adverse comments were received prior to the Planning Commission's review of this matter; and

**WHEREAS**, the Pierce County Regional Council, at their July 18, 2019 meeting, has recommended for approval the designation of the 19<sup>th</sup> and Mildred Countywide Center as part of the Countywide Planning Policies and as the Countywide Planning Policies require a center to be identified in a city's comprehensive plan; and

WHEREAS, the Planning Commission conducted a public hearing on October 1, 2019 to accept public testimony and comment; and

**WHEREAS**, the Planning Commission adopted the following findings in support of approval of the proposed amendments, in consideration of the factors listed in Sections 22.78.004 and 23.06.070 FMC, prior to final action:

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# CITY OF FIRCREST PLANNING COMMISSION REGULAR MEETING MINUTES

October 01, 2019

Fircrest City Hall

6:00 PM 115 Ramsdell Street

#### **CALL TO ORDER**

Chair Sarah Hamel called the regular meeting of the Fircrest Planning Commission to order at 6:00 p.m.

#### **ROLL CALL**

Commissioners Kathy McVay, Cameron McGinnis, Sarah Hamel, Shirley Shultz, and Karissa Friend were present. Absent: None. Staff present: Planning and Building Administrator Angelie Stahlnecker and Permit Technician Jayne Westman.

#### APPROVAL OF MINUTES

The minutes for the meeting of July 30, 2019 were presented for approval.

Moved by McVay and seconded by McGinnis to approve the minutes. Upon vote, motion carried unanimously.

#### CITZENS COMMENTS

None.

#### PUBLIC HEARINGS

Case No. 19-05 – Comprehensive Plan Amendments

Hamel opened the public hearing at 6:02 p.m.

Planning and Building administrator Angelie Stahlnecker presented the amendments to the 2019 Comprehensive Plan proposes to amend the City's Comprehensive Plan to identify the 19th and Mildred Countywide Center and updating the 6-year Capital Facilities Improvements Plan

Hamel invited public comments.

No comments were received.

Hamel closed the public hearing at 6:10 p.m.

No discussions held.

| the Planning Commission of the City of Fircrest amendments to the City of Fircrest Comprehensunanimously.    |                                    |
|--|------------------------------------|
| UNFINISHED BUSINESS:   |                                    |
| None.  |                                    |
| NEW BUSINESS:  |                                    |
| None.  |                                    |
| <ul><li>is the scale of properties affected.</li><li>Staff reported that there is no specific date</li></ul> |                                    |
|  | Hamel Fircrest Planning Commission |

Planning/Building Administrator

Moved by McVay and seconded by Friend to adopt Resolution No. 19-05, a resolution of

City of Fircrest Land Use Element

# Policy LU8.3

The city should separate manufacturing uses that create impacts from incompatible uses through techniques, such as creation of buffers or zoning that enables transitions from more intensive to less intensive uses. Take into account during site plan review potential adverse impacts on nearby uses due to manufacturing operations.

# **CENTERS OF LOCAL IMPORTANCE (CoLI)**

The northwest corner of Fircrest contains the community's most intensively developed concentration of land uses, including commercial retail, office, service and restaurant uses, multifamily neighborhoods, and a public intermediate school. The city's largest undeveloped tract of land planned and zoned for commercial Mixed-Use development is located within this center, as is the Fircrest Golf Club. The Northwest Fircrest CoLI is bordered by three arterial streets — 19<sup>th</sup> Street West, Mildred Street West, and Alameda Avenue. The center is bisected by Regents Boulevard, Fircrest's historic arterial, which provides access to the city's neighborhood business districts. The center is immediately south of Tacoma Community College, east of the Narrows Plaza, which is part of University Place's Regional Growth Center, and southeast of James Center, a Tacoma Mixed-Use center. The Northwest Fircrest CoLI will complement these neighboring activity centers and accommodate much of the community's planned commercial and residential growth over the next 20 years.

# **COUNTYWIDE CENTER**

The northwest corner of Fircrest contains the community's most intensively developed concentration of land uses, including commercial retail, office, service and restaurant uses, and multifamily neighborhoods. The city's largest undeveloped tract of land, planned and zoned for commercial mixed use development, is located within this center. This area was approved as a Center of Local Importance (CoLI) by the Pierce County Regional Council (PCRC) in 2015.

In 2019, the City of Fircrest applied to the PCRC to have a portion of the Northwest Fircrest CoLI re-designated as part of the 19<sup>th</sup> and Mildred Countywide Center with the City of University Place and the City of Tacoma. This Countywide Center is bisected by Mildred Street West, which runs north-south and South 19<sup>th</sup> Street, which runs east-west. The joint center includes Tacoma Community College, the Narrows Plaza, which is part of University Place, and James Center, a Tacoma mixed use center. In addition, the Tacoma Community College Transit Center is centrally located, serving Pierce Transit, Sound Transit and is the future terminus for the Link Rail Extension.

The 19th and Mildred Countywide Center will allow complementary planning as it accommodates much of the community's planned commercial and residential growth over the next 20 years.

### **GOAL LU9**

Designate Northwest Fircrest as a Center of Local Importance Ensure that the 19th and Mildred Countywide Center be the priority for

City of Fircrest Land Use Element

accommodating growth as laid out under VISION 2040 and the Pierce County Countywide Planning Policies. The Countywide Center shall include a high density mix of business, residential, cultural and recreational uses during both the day and night that provide a sense of place and community.

# Policy LU9.1

Ensure that development standards, design guidelines, level of service standards, public facility plans and funding strategies support focused development within the 19th and Mildred Countywide Center Northwest Firerest CoLI.

# Policy LU9.2

Recognize the <u>19th and Mildred Countywide Center</u> Northwest Firerest CoLl in all relevant local, regional policy, planning and programming forums.

# Policy LU9.3

Leverage local, regional, state and federal agency funding for needed public facilities and services within the <u>19th and Mildred Countywide CenterNorthwest Firerest CoLI</u>. Give priority to this center for multimodal transportation projects that will increase mobility to, from and within this center.

# **ENVIRONMENTAL QUALITY**

Sensitive management of land uses and development and redevelopment projects is essential for preserving and improving the natural, as well as built, environment.

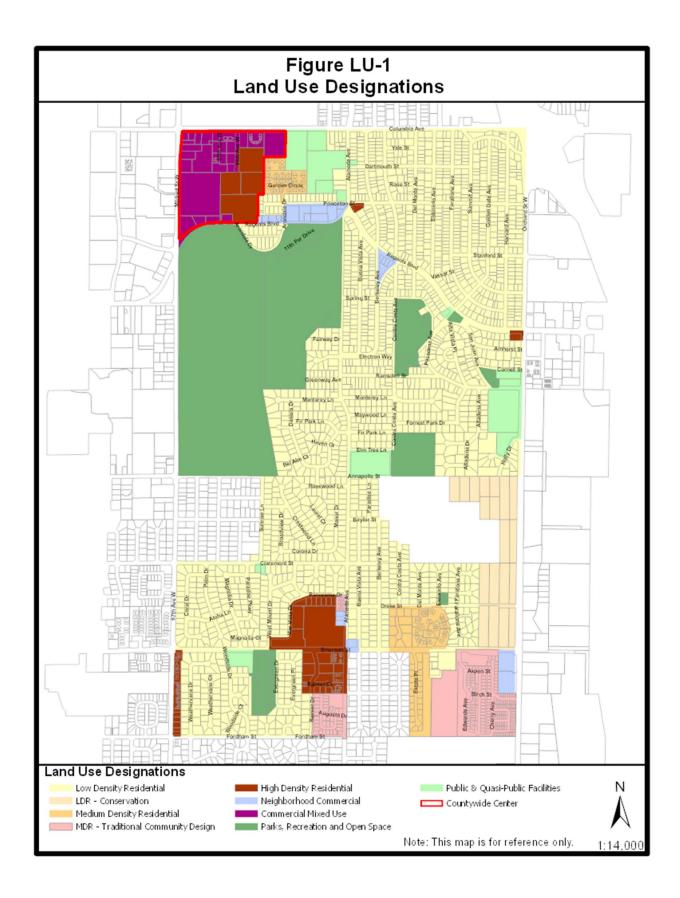
# **GOAL LU10**

Land uses and development and redevelopment projects shall be managed to preserve and improve the natural environment as well as the built environment.

# Policy LU10.1

- The city should support development of green infrastructure in order to improve
  the capacity of, and complement the services provided by, the city's natural
  systems as future land use becomes more intense to accommodate growth.
  Recognize green infrastructure as a capital/public asset. Support efforts to
  preserve, enhance and expand the community's inventory of green infrastructure,
  including but not limited to:
- Natural areas, such as critical areas and portions of public lands that are monitored and maintained by citizen stewards;
- Community gardens;
- Rain gardens and other natural stormwater management facilities; and
- Native habitat areas.

City of Fircrest Land Use Element



| Transportation Facility Improvements  |      |         |           |           |         |           |         |           |  |                                       |
|---|------|---------|-----------|-----------|---------|-----------|---------|-----------|--|---------------------------------------|
| Revenues  | 2019 | 2020    | 2021      | 2022      | 2023    | 2024      | 2025    | TOTAL     | 2026-2036  | 20 Year<br>Total                      |
| The following revenue sources may be available to the City to be used for part or all           |      |         |           |           |         |           |         |           |  |                                       |
| of the Capital Appropriations identified  |      |         |           |           |         |           |         |           |  |                                       |
| Light Funds from the sale of the Light Utility  |      | 30,000  | 30,000    | 0         | 0       |           |         | 60,000    | 0  | 60,000                                |
| Property Tax  |      |         |           |           |         |           |         | 0         |  | 0                                     |
| Real Estate Excise Tax- To be used as deemed necessary by the City Council to                   |      | 50,000  | 50,000    | 50,000    | 50,000  | 50,000    | 50,000  | 300,000   | 700,000  | 1,000,000                             |
| fund improvements   |      | · ·     |           |           | -       |           |         | ·         | The state of the s |                                       |
| State/Federal Grant   |      |         | 1,305,674 | 1,719,522 | 270,000 | 972,000   | 43,000  | 4,310,196 | 1,760,000  | 6,070,196                             |
| Local Match Funds for Grants – From REET or Rate Revenue  |      | 225,000 | 203,800   | 268,400   | 30,000  | 243,000   | 387,000 | 1,357,200 | 440,000  | 1,797,200                             |
| Utility Funds for grind and overlay with utility work   |      |         |           |           | 150,000 |           |         | 150,000   | 500,000  | 650,000                               |
| Developer Contributions   |      |         |           |           |         |           |         | 0         | 1,000,000  | 1,000,000                             |
| Total Revenues  | 0    | 305,000 | 1,589,474 | 2,037,922 | 500,000 | 1,265,000 | 480,000 | 6,177,396 | 4,400,000  | 10,577,396                            |
| Capital Appropriations  | 2019 | 2020    | 2021      | 2022      | 2023    | 2024      | 2025    | TOTAL     | 2024-2036  | 20 Year                               |
| Major Pavement Patching: Citywide   |      | 50,000  | 50,000    | 50,000    | 50,000  | 50,000    | 50,000  | 300,000   | 700.000  | <b>Total</b> 1.000.000                |
| Berkeley Ave.: 1100-1200 block grind and overlay  |      | 150,000 | 00,000    | 00,000    | 00,000  | 00,000    | 00,000  | 150,000   | 700,000  | 150.000                               |
| Farallone Ave: 1200 block grind and overlay   |      | 75,000  |           |           |         |           |         | 75,000    |  | 75.000                                |
| 4. 1/2 street Orchard BLVD/Regents Blvd to end of Right-of-way grind and overlay                |      | -,      |           |           |         |           | 250,000 | 250,000   |  | 250,000                               |
| 5. 1/2 Street Orchard Blwd/Standford St. to Regents Blvd grind and overlay                      |      |         |           |           |         |           | 180,000 | 180,000   |  | 180,000                               |
| Alameda Avenue: Regents Blvd to Spring Street (sidewalks on one side and                        |      |         | 1,009,474 |           |         |           |         | 1,009,474 |  | 1,009,474                             |
| reconstruction roadway)   |      |         | 1,003,474 |           |         |           |         | 1,005,474 |  | 1,003,474                             |
| Alameda Avenue: Spring Street to Greenway (sidewalks on one side and reconstruction of roadway) |      |         |           | 1,157,922 |         |           |         | 1,157,922 |  | 1,157,922                             |
| 5. Alameda Avenue: Emerson to Rosewood Ln (curb, gutter, sidewalk on east side,                 |      |         |           |           |         |           |         |           |  |                                       |
| bike lane designation)  |      |         | 500,000   |           |         |           |         | 500,000   |  | 500,000                               |
| 6. Alameda Avenue: 44th to Emerson (curb, gutter, and sidewalk on both side, and                |      |         |           |           | 300,000 |           |         | 300,000   |  | 300,000                               |
| bike lane designation)  |      |         |           |           | ,       |           |         |           |  | , , , , , , , , , , , , , , , , , , , |
| 7. 44th Street: 67th Ave to 62nd Ave (curb gutter and sidewalk on north side)                   |      |         |           | 450,000   |         |           |         | 450,000   |  | 450,000                               |
| 8. Regents: Alameda Ave to 67 <sup>th</sup> Ave (grind and overlay)                             |      |         |           |           |         | 750,000   |         | 750,000   |  | 750,000                               |
| 9. Emerson Street: Alameda Avenue to Woodside Drive (planter strip and sidewalk on south side)  |      |         |           | 380,000   |         |           |         | 380,000   |  | 380,000                               |
| 10. Emerson – Woodside to 67 <sup>th</sup> (Retaining walls and entry islands)                  |      |         |           |           |         | 465,000   |         | 465,000   |  | 465,000                               |
| 11. Berkeley Ave: 1300 Block (curb/gutter and overlay)  |      |         |           |           | 75.000  | 100,000   |         | 75.000    |  | 75.000                                |
| 11. Buena Vista Ave. 1300 block (curb/gutter and overlay)                                       |      |         |           |           | 75,000  |           |         | 75,000    |  | 75.000                                |
| 11. LED Street Light Replacement  |      | 30,000  | 30,000    |           | ,       |           |         | 60,000    |  | 60,000                                |
| 12. Grind and Overlay: Various City Streets   |      |         |           |           |         |           |         | 0         | 1,500,000  | 1,500,000                             |
| 13. Sidewalk Gap Completion and Replacement   |      |         |           |           |         |           |         | 0         | 950,000  | 950,000                               |
| 14. Regents Blvd. and Alameda Avenue (channelization and restriping for bike lanes              |      |         |           |           |         |           |         | 0         | 250.000  | 250.000                               |
| shared facilities)  |      |         |           |           |         |           |         |           | 1  | -1,111                                |
| 15. New development roadway improvements  | •    | 005.000 | 4 500 45: | 0.00= 00= | F00 000 | 4.005.005 | 400.000 | 0         | 1,000,000  | 1,000,000                             |
| Total Capital Appropriations  | 0    | 305,000 | 1,589,474 | 2,037,922 | 500,000 | 1,265,000 | 480,000 | 6,177,396 | 4,400,000  | 10,577,396                            |

| Sewer Facility Improvements   |      |         |         |         |         |         |         |           |
|---|------|---------|---------|---------|---------|---------|---------|-----------|
| Revenues  | 2019 | 2020    | 2021    | 2022    | 2023    | 2024    | 2025    | TOTAL     |
| The following revenue sources may be available to the City to be used for part or all of the Capital Appropriations identified. |      |         |         |         |         |         |         |           |
| Sewer Rate Revenue  |      | 435,000 | 295,000 | 235,000 | 195,000 | 420,000 | 155,000 | 1,735,000 |
| Real Estate Excise Tax - To be used as deemed necessary by the City Council to fund improvements                                |      |         |         |         |         |         |         | 0         |
| Public Works Trust Fund Loan  |      |         |         |         |         |         |         | 0         |
| Washington State Department of Ecology Loan   |      |         |         |         |         |         |         | 0         |
| Capital Contributions - Tap Fees  |      | 15,000  | 5,000   | 5,000   | 5,000   | 5,000   | 5,000   | 40,000    |
| Bond Issue  |      |         |         |         |         |         |         | 0         |
| Total Revenues  | 0    | 450,000 | 300,000 | 240,000 | 200,000 | 425,000 | 160,000 | 1,775,000 |
| Capital Appropriations  | 2019 | 2020    | 2021    | 2022    | 2023    | 2024    | 2025    | TOTAL     |
| 44 <sup>th</sup> (Fordham) lift station upgrades  |      |         |         |         | 200000  |         |         | 200,000   |
| Estate Place Lift station roadway/generator/control panel   |      | 450,000 |         |         |         |         |         | 450,000   |
| Pipe burst sewer replacement between Cornell and Amherst.   |      |         | 150000  |         |         |         |         | 150,000   |
| Pipe burst sewer main between Amherst and Regents   |      |         | 150000  |         |         |         |         | 150,000   |
| Pipe burst sewer 100-200 block of Farallone and Eldorado  |      |         |         | 180000  |         |         |         | 180,000   |
| Pipe burst sewer main on 100 block Alameda between Alameda and Berkeley   |      |         |         | 60000   |         |         |         | 60,000    |
| Pipe burst sewer main between surise/Broadview  |      |         |         |         |         | 250000  |         | 250,000   |
| Pipe Burst sewer between Alta Vista/Ramsdell/Electron   |      |         |         |         |         |         | 100000  | 100,000   |
| Pipe burst sewer between Alameda/Paradis Ln   |      |         |         |         |         | 175,000 | 60,000  | 235,000   |
| Total Capital Appropriations  | 0    | 450,000 | 300,000 | 240,000 | 200,000 | 425,000 | 160,000 | 1,775,000 |

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| Stormwater Management Facility Improvements  Revenues   | 2019 | 2020   | 2021    | 2022    | 2023    | 2024    | 2025    | TOTAL             |
|---|------|--|---------|---------|---------|---------|---------|-------------------|
| The following revenue sources may be available to the City to be used for part or all   |      |  |         |         |         |         | 2020    | 101712            |
| of the Capital Appropriations identified.   |      |  |         |         |         |         |         |                   |
| Rate Revenues   |      | 80,000   | 30,000  | 30,000  | 30,000  | 30,000  | 30,000  | 230,000           |
| Real Estate Excise Tax - To be used as deemed necessary by the City Council to  |      |  |         |         |         |         |         | 0                 |
| fund improvements   |      |  |         |         |         |         |         |                   |
| WSDOE grants monies   |      | 213,750  | 150,000 | 150,000 | 150,000 | 375,000 | 262,500 | 1,301,250         |
| Local Match Funds for Grants – From REET or Rate Revenue  |      | 71,250   | 50,000  | 50,000  | 50,000  | 125,000 | 87,500  | 433,750           |
| Total Revenues  | 0    | 365,000  | 230,000 | 230,000 | 230,000 | 530,000 | 380,000 | 1,965,000         |
| Capital Appropriations  | 2019 | 2020   | 2021    | 2022    | 2023    | 2024    | 2025    | TOTAL             |
| Estatel place storm pond modification   |      | 80,000   |         |         |         |         |         | 80,000            |
| Outfall water quality improvements Source 10 and 11   |      | 285,000  |         |         |         |         |         | ,                 |
| Storm line improvemnts  |      | ,  | 30,000  | 30,000  | 30,000  | 30,000  | 30,000  |                   |
| Storm Water Quality outfall projects, SQ1 to SQ09 (2 per yr.)   |      |  | 200,000 | 200,000 | 200,000 | 500,000 | 350,000 | 1,450,000         |
| Total Capital Appropriations  | 0    | 365.000  | 230,000 | 230.000 | 230.000 | 530,000 | 380.000 | 1,530,000         |
| Water Facility Improvements Revenues  | 2019 | 2020   | 2021    | 2022    | 2023    | 2024    | 2025    | TOTAL             |
| The following revenue sources may be available to the City to be used for part or all   | 2019 | 2020   | 2021    | 2022    | 2023    | 2024    | 2025    | TOTAL             |
| of the Capital Appropriations identified.   |      |  |         |         |         |         |         |                   |
| Rate Revenues   |      | 136,800  | 295,600 | 365,600 | 215,600 | 215,600 | 215,600 | 1,444,800         |
| Real Estate Excise Tax - To be used as deemed necessary by the City Council to fund improvements                                    |      |  |         |         |         |         |         | 0                 |
| Capital Contributions - Tap Fees  |      | 13,200   | 4,400   | 4,400   | 4,400   | 4,400   | 4,400   | 35,200            |
| Bond Issue  |      |  |         |         |         |         |         | 0                 |
| Local Match Funds for Grants – From REET or Rate Revenue  |      |  |         |         |         |         |         |                   |
| Total Revenues  | 0    | 150,000  | 300,000 | 370,000 | 220,000 | 220,000 | 220,000 | 1,480,000         |
| Capital Appropriations  | 2019 | 2020   | 2021    | 2022    | 2023    | 2024    | 2025    | TOTAL             |
| Recoat exterior of the "Golf Course Tank"   |      |  |         | 150000  |         | -       |         | 150,000           |
|   |      | 150000   | 150000  | 150000  | 150000  | 150000  | 150000  | 900,000           |
| Upgrade water meters and software for meter readying changes  |      | <del>                                     </del> | 75000   |         |         |         |         | 75,000            |
| Upgrade water meters and software for meter readying changes  8" Water Main on Farallone from Stanford Street to Golden Gate Avenue |      |  | 73000   |         |         |         |         |                   |
| , ,   |      |  | 75000   |         |         |         |         | 75,000            |
| 8" Water Main on Farallone from Stanford Street to Golden Gate Avenue   |      |  |         | 70,000  | 70,000  | 70,000  | 70,000  | 75,000<br>280,000 |

| Parks and Recreation Improvements   |             |             |              |             |           |          |      |              |
|---|-------------|-------------|--------------|-------------|-----------|----------|------|--------------|
| Revenues  | 2019        | 2020        | 2021         | 2022        | 2023      | 2024     | 2025 | TOTAL        |
| The following revenue sources may be available to the City to be used for part or all of the Capital Appropriations identified. |             |             |              |             |           |          |      |              |
| State/Federal Grants  |             |             |              |             |           |          |      | \$0          |
| General Fund  |             |             |              |             |           |          |      | \$0          |
| General Obligation Bonds  | \$3,000,000 | \$7,000,000 | \$3,500,000  |             |           |          |      | \$13,500,000 |
| Donations   | \$1,750,000 | \$2,000,000 | \$1,250,000  | \$1,250,000 |           |          |      | \$6,250,000  |
| Real Estate Excise Tax - To be used as deemed necessary by the City Council to fund improvements                                |             |             |              |             |           |          |      | \$0          |
| Local Match Funds for Grants (44 <sup>th</sup> & Alameda fund)  | \$500,000   |             |              | \$80,000    |           |          |      | \$580,000    |
| Total Revenues  | \$5,250,000 | \$9,000,000 | \$4,750,000  | \$1,330,000 | \$0       | \$0      | \$0  | \$20,330,000 |
| Capital Appropriations  | 2019        | 2020        | 2021         | 2022        | 2023      | 2024     | 2025 | TOTAL        |
| Fircrest Park Pool Replacement  | \$7,300,000 |             |              |             |           |          |      | \$7,300,000  |
| Recreation Center Replacement   |             |             | 10,600,000   |             |           |          |      | \$10,600,000 |
| Fircrest Park Sports Fields Improvements  |             |             |              |             | 120,000   |          |      | \$120,000    |
| Whittier Park Master Plan   |             |             |              |             |           | 30,000   |      | \$30,000     |
| Alice Peers Park Reader Board   |             |             | 60,000       |             |           |          |      | \$60,000     |
| Fox Property Development  |             |             |              | 100,000     |           |          |      | \$100,000    |
| Fircrest Park Storage Garage  | \$35,000    |             |              |             |           |          |      | \$35,000     |
| Resurface Fircrest Park tennis courts   |             |             | \$15,000     |             |           |          |      | \$15,000     |
| Total Capital Appropriations  | \$7,335,000 | \$0         | \$10,675,000 | \$100,000   | \$120,000 | \$30,000 | \$0  | \$18,260,000 |

#### FIRCREST CITY COUNCIL AGENDA SUMMARY

**PUBLIC HEARING: Ordinance No. 1644 Relating to the Six-Month Moratorium** 

ITEM 8B.

FROM: Angelie Stahlnecker, Planning and Building Director

**RECOMMENDED MOTION:** No Motion. Public Hearing Only.

**PROPOSAL:** The City of Fircrest will hold a public hearing to receive comments on the six-month moratorium, adopted on October 8, 2019, prohibiting the submission or acceptance of any development applications for new development, additions, and alterations in the property comprised identified on Exhibit "A" of the adopted ordinance.

The focus of the moratorium is to:

- Develop a form-based code, and
- Increase residential building capacity through increased maximum height, eliminating density restrictions, review parking requirements, and other associated standards and guidelines.

Staff has used the scope of work from the grant proposal to create a tentative work plan, which includes research, public outreach, drafting a proposal, two public hearings, and final action by the City Council. Over the next month, staff will refine the work plan and schedule. Based on the schedule requirements, staff anticipates an extension of 3-5 months may be needed. Prior to issuing an extension, the City Council would first hold a public hearing, demonstrate significant progress, and outline the steps remaining.

**FISCAL IMPACT:** During the moratorium the City will not receive any fees from building and/or land use applications for this area. New land use and zoning regulations may increase the value of the properties in this area, having long-term financial benefits.

**ADVANTAGE:** The moratorium will allow the City to consider any health, safety, environmental, secondary land use and/or economic impacts associated with the vision and goals of the Proposed Center that should be integrated in any new land use and zoning regulations. Without a moratorium the City could, in the near future, receive applications for new development, additions, and alterations in the Proposed Center that would conflict with the achievement of the long-range vision for this area.

**DISADVANTAGES:** The moratorium will prevent any new applications from being submitted to the City during the term of the moratorium

**ALTERNATIVES:** Repeal Ordinance No. 1644, thereby removing the six-month moratorium.

**HISTORY:** On October 6, 2019, the City Council approved Ordinance No. 1644, adopting a six-month moratorium prohibiting the submission or acceptance of any development applications for new development, additions, and alterations in the property comprised of 44 acres, located at the northwest corner of the City, bounded by 19th Street West and Mildred Street West, zoned Commercial Mixed Use and Residential-30, and proposed to be designated as a Countywide Center in the Countywide Planning Policies, said moratorium to be in effect while the city performs the activities described in the ordinance.

On October 30, 2019, the City was awarded a grant funded by Engrossed Second Substitute House Bill (E2SHB) 1923 to encourages all cities planning under the Growth Management Act (GMA) to adopt actions to increase residential building capacity, especially near high frequency transit corridors and light rail station.

ATTACHMENTS: Ordinance No. 1644

Proposed Work Plan

# CITY OF FIRCREST ORDINANCE NO. 1644

AN ORDINANCE OF THE CITY OF FIRCREST, WASHINGTON, RELATING TO LAND USE AND ZONING, ADOPTING A SIX-MONTH MORATORIUM PROHIBITING THE SUBMISSION OR ACCEPTANCE OF ANY DEVELOPMENT APPLICATIONS FOR NEW DEVELOPMENT, ADDITIONS, AND ALTERATIONS IN THE PROPERTY COMPRISED OF 44 ACRES, LOCATED AT THE NORTHWEST CORNER OF THE CITY, BOUNDED BY 19<sup>TH</sup> STREET WEST AND MILDRED STREET WEST, ZONED COMMERCIAL MIXED USE AND RESIDENTIAL-30, AND PROPOSED TO BE DESIGNATED AS A COUNTYWIDE CENTER IN THE COUNTYWIDE PLANNING POLICIES, SAID MORATORIUM TO BE IN EFFECT WHILE THE CITY PERFORMS THE ACTIVITIES DESCRIBED IN THIS ORDINANCE.

**WHEREAS**, Section 36.70A.390 of the Revised Code of Washington authorizes the City Council to adopt a moratorium for a period of six months, as long as the City holds a public hearing within sixty days, and adopts findings and conclusions to support such moratorium; and

**WHEREAS**, the City of Fircrest has applied to the Pierce County Regional Council for the area that is 44 acres in size, bounded by Mildred Street West and 19<sup>th</sup> Street West, which is currently zoned as Community Mixed Use and Residential-30 and is identified on Exhibit "A" to be designated a "Countywide Center" in the Countywide Policies and the City's Comprehensive Plan; and

**WHEREAS**, on October 1, 2019, the City of Fircrest Planning Commission recommended amendments to the Fircrest Comprehensive Plan designating the property located at 19<sup>th</sup> and Mildred to be a "Countywide Center" as identified in Exhibit "A"; and

**WHEREAS**, on July 18, 2019, the Pierce County Regional Council recommended approval of the proposed designation of the "Countywide Center" as part of the amendments to the Countywide Planning Policies; and

WHEREAS, the amendments to the Countywide Planning Policies will be adopted through interlocal agreement upon ratification of 60 percent of member jurisdictions in Pierce County representing 75 percent of the total population;

WHEREAS, the Proposed Center is to be the priority for accommodating growth as laid out under Vision 2040 and the Pierce County Countywide Planning Policies and shall include a high density mix of business, residential, cultural, and recreational uses during both the day and night that provide a sense of place and community; and

WHEREAS, the applicable provisions of the Fircrest Municipal Code do not adequately address the needs for meeting the vision and goals of the Proposed Center; and

WHEREAS, a moratorium on new development, additions, and alterations is required in the Proposed Center in order to allow sufficient time to consider potential amendments to the Comprehensive Plan, Land Development Code, Zoning Districts and other City Code amendments that encourage and allow implementation of the long-range vision, and to present such amendments to the Planning Commission and City Council through the City's amendment process; and

WHEREAS, without a moratorium the City could, in the near future, receive applications for new development, additions, and alterations in the Proposed Center that would conflict with the achievement of the long-range vision for this area; and

**WHEREAS,** as required by RCW 35A.63.220, the Fircrest City Council will hold a public hearing within sixty days of the passage of this Ordinance. Now, Therefore,

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**Section 1.** Definitions. The following definitions apply to the terms used in this Ordinance:

- A. Proposed Center The property comprised of 44 acres, located at the northwest corner of the City, bounded by 19th Street West and Mildred Street West, zoned Commercial Mixed Use and Residential-30, and proposed to be designated as a Countywide Center in the Countywide
- B. Development Permit Applications Applications for building permits, conditional use permits, subdivisions (short plat, preliminary plat), variances, and other permit applications related to new
- C. Exempt Permit Applications The moratorium imposed under Section 4 of this Ordinance shall not apply to the following exempt permit applications: (1) Vested Applications, (2) application for tenant improvements of existing non-residential buildings, (3) applications for home occupations, (4) applications for sign permits, (5) applications for permits or approvals that are required for upkeep, repair or maintenance of existing buildings and properties or work mandated
- Section 2. Findings. The Council adopts all of the "whereas" sections of this Ordinance as findings
- A. The purpose of this Moratorium Ordinance is to maintain the status quo while the City considers if the existing underlying zoning districts and land development codes associated with the
- B. The City will perform this evaluation during the next six months, while this Moratorium Ordinance is in effect. During this time, the City will consider whether there is any information (whether on the health, safety, environmental, secondary land use and/or economic impacts) associated with the vision and goals of the Proposed Center that should be integrated in any new
- Section 3. Moratorium Adopted. This Moratorium Ordinance is hereby adopted for a period of six
- A. Study and draft potential amendments to the Comprehensive Plan, Title 22 Land Development Code, the Commercial Mixed Use Zoning District, Residential-30 Zoning District and other City Code amendments that encourage and allow implementation of the long-range vision and goals
- B. Hold a public hearing(s) on the draft Ordinances, obtain public input on such Ordinances, allow the Planning Commission to make recommendations to the City Council, for the City Council to review the draft Ordinance and, if desired, to adopt new regulations or prohibitions in the Proposed Center as prescribed in Chapter 22.30 and Chapter 23.06.
- Section 4. Effect of Moratorium Ordinance. The City Council imposes a six-month Moratorium on the submission and acceptance of all new Development Permit Applications after the date of passage of this Ordinance, as the same are defined in Section 1 of this Ordinance. All such development permit applications shall be rejected and returned to the applicant.
- Section 5. Duration of Moratorium Ordinance. This Moratorium Ordinance shall commence on the effective date set forth herein and be in effect for six months. The Council shall make the decision
- Section 6. Public Hearing on Moratorium Ordinance. Pursuant to RCW 36.70A.390 and RCW 35.63.200, the City Council shall hold a public hearing on this Moratorium Ordinance within sixty

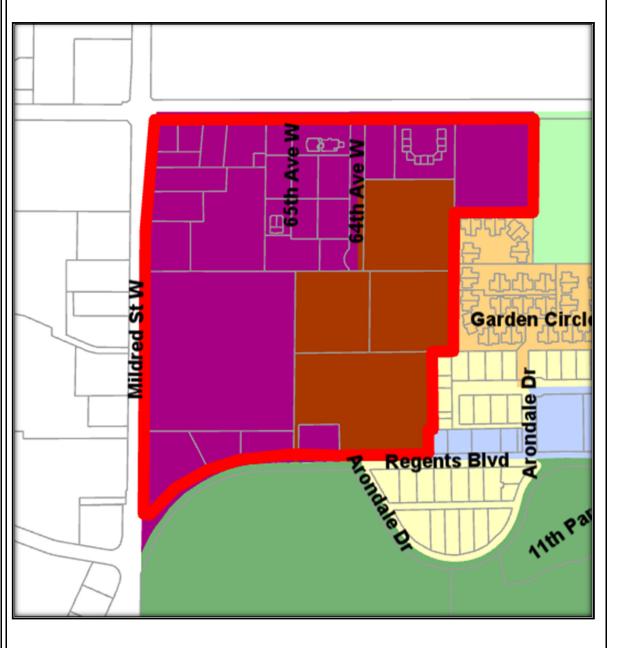
| - 1      |  |
|----------|--|
| 1        | (60) days of its adoption, or before December 7, 2019. The Council hereby schedules this hearing for November 12, 2019. During the next Council meeting immediately following this public hearing the City Council shall adopt findings of fact on the subject of this Moratorium Ordinance and either |
| 2        | justify its continued imposition or repeal this Ordinance.   |
| 3        | Section 7. <u>Declaration of Emergency</u> . The City Council hereby declares that an emergency exists necessitating that this Moratorium Ordinance take effect immediately upon passage by a majority   |
| 4        | vote plus one of the whole membership of the Council, and that the same is not subject to a referendum. If this Moratorium Ordinance is not adopted immediately, applications for the  |
| 5        | prohibited uses could be submitted to the City and arguably become vested, leading to development that could be incompatible with the regulations eventually adopted by the City (after the process)   |
| 7        | described herein). Therefore, the Moratorium Ordinance must be adopted immediately as an emergency measure to protect the public health, safety and welfare, and to prevent the submission of Development Applications to the City in an attempt to vest rights for an indefinite period of time       |
| 8 9      | Section 8. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity of   |
| 10       | unconstitutionality shall not affect the validity or constitutionality of any other section, sentence clause or phrase of this Ordinance.  |
| 11       | <b>Section 9</b> . <u>Publication</u> . A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City.  |
| 12<br>13 | Section 10. Effective Date. This Ordinance shall take effect and be in full force immediately upon passage, having received the vote of a majority plus one of the entire Council.   |
| 14       | PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at regular meeting thereof this 8th day of October 2019.   |
| 15       | APPROVED   |
| 16       |  |
| 17       | Hunter T. George, Mayor  |
| 18       |  |
| 19       | ATTEST:  |
| 20       | Marcaell   |
| 21       | Jessica Nappi, City Clerk  |
| 22       | APPROVED AS TO FORM:   |
| 23       | Michael B. Smitt   |
| 24       | Michael B. Smith, City Attorney  |
| 25       |  |
| 26       | DATE OF PUBLICATION:<br>EFFECTIVE DATE:  |
| 27       |  |

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# Exhibit "A" Proposed Countywide Center



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## **Moratorium Work Plan**

#### November 2019

- Present scope of work and form-based code (FBC) PowerPoint to Planning Commission
- Gather relevant data and review existing land development code and comprehensive plan provisions.
- Gather examples of form-based codes developed for similar built environments.

#### **December - January 2019**

 Analyze site conditions and existing documents; generate background maps and other documents.

## January 2020

- Conduct design charette(s).
- Develop FBC graphics and text for planning commission review.
- Develop amendments to existing codes and comprehensive plan to present to the Planning Commission.

#### February - March 2020

• Present recommended code and Plan amendments to planning commission.

#### March - April 2020

• Prepare notices, distribute information and conduct public hearings.

#### April - May 2020

Make changes to amendment package per planning commission recommendations.

#### June 2020

Present to Council (study session)

#### **July 2020**

Council public hearing and adoption

**UNFINISHED BUSINESS: 2020 Regular Tax Levy** 

ITEM 9A.

FROM: Colleen Corcoran, Finance Director

RECOMMENDED MOTION: I move to adopt Resolution No. \_\_\_\_\_\_, establishing no increase in the amount and percentage increase of the 2020 regular property tax levy over the 2019 regular property tax levy.

**PROPOSAL:** The Council is being asked to adopt a resolution to establish no increase in the amount and percentage increase of the 2020 regular property tax levy over the 2019 regular property tax levy.

**FISCAL IMPACT:** The resolution will allow the City to levy property taxes to be collected in 2020.

**ADVANTAGE:** None known.

**DISADVANTAGES:** None known.

**ALTERNATIVE:** None known.

**HISTORY:** A public hearing was held on October 8, 2019 to consider revenue sources for the 2020 budget. Council decided to not impose the one percent levy rate for the year 2020.

**ATTACHMENT:** Resolution

**CITY OF FIRCREST** 1 RESOLUTION NO. 2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, ESTABLISHING NO INCREASE IN THE AMOUNT AND 3 PERCENTAGE INCREASE OF THE 2020 REGULAR PROPERTY TAX LEVY OVER THE 2019 REGULAR PROPERTY TAX LEVY. 4 WHEREAS, the City of Fircrest attest that the district population is 6,770; and 5 WHEREAS, the City of Fircrest has properly given notice of the public hearing held October 6 8, 2019 to consider revenue sources for its budget for the calendar year 2020; and 7 WHEREAS, the Council of the City of Fircrest's actual levy amount from the previous year was \$1,590,617.80; and 8 WHEREAS, the Council of the City of Fircrest after hearing and after duly considering all 9 relevant evidence and testimony presented, determined that the City of Fircrest requires a regular property levy increase of 0.0% from the previous year exclusive of additional revenue 10 resulting from new construction, improvements to property, any increase in the value of state assessed property, any annexations that have occurred and refunds made, in order to 11 discharge the expected expenses and obligations of the City of Fircrest and in its best interest. 12 Now, Therefore, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST: 13 **Section 1:** That no increase in the regular property tax levy is hereby authorized for the levy 14 to be collected in the 2020 tax year. 15 **Section 2:** The dollar amount of the increase over the actual levy amount form the previous year shall be \$0.00 which is a percentage increase of 0.0% from the previous year. 16 **Section 3:** This increase is exclusive of additional revenue resulting from new construction, 17 improvements to property, any increase in the value of state assessed property, any annexations that have occurred and refunds made. 18 APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF 19 **FIRCREST, WASHINGTON**, at a regular meeting thereof this 12<sup>h</sup> day of November, 2019. 20 **APPROVED:** 21 22 Hunter George, Mayor 23 **ATTEST:** 24 25 26 Jessica Nappi, City Clerk 27 APPROVED AS TO FORM: 28 29 Michael B. Smith, City Attorney 30 31 Page 1 of 1

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**UNFINISHED BUSINESS: 2020 EMS Tax Levy** 

ITEM 9B.

FROM: Colleen Corcoran, Finance Director

RECOMMENDED MOTION: I move to adopt Resolution No. \_\_\_\_\_\_, establishing the amount and percentage increase of the 2020 EMS property tax levy over the 2019 EMS property tax levy.

**PROPOSAL:** The Council is being asked to adopt a resolution to establish the amount and percentage increase of the 2020 EMS property tax levy over the 2019 EMS property tax levy.

**FISCAL IMPACT:** The resolution will allow the City to levy EMS property taxes to be collected in 2020.

**ADVANTAGE:** None known.

**DISADVANTAGES:** None known.

ALTERNATIVE: None known.

**HISTORY:** A vote of the people held on August 5, 2014 authorized an EMS property tax levy rate of \$0.50 per \$1,000 of assessed valuation for six consecutive years beginning in 2015. This is the sixth year of the levy. A public hearing was held on October 8, 2019 to consider revenue sources for the 2020 budget.

**ATTACHMENT: Resolution** 

**CITY OF FIRCREST** 1 RESOLUTION NO. 2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, ESTABLISHING THE AMOUNT AND PERCENTAGE OF 3 THE 2020 REGULAR EMS TAX LEVY AS AUTHORIZED BY VOTER APPROVAL ON AUGUST 5, 2014. 4 WHEREAS, the City of Fircrest attest that the district population is 6,770; and 5 WHEREAS, the City of Fircrest has properly given notice of the public hearing held October 6 8, 2019 to consider revenue sources for its budget for the calendar year 2020; and 7 WHEREAS, the Council of the City of Fircrest's actual levy amount from the previous year was \$330,224.08; and 8 WHEREAS, the Council of the City of Fircrest after hearing and after duly considering all 9 relevant evidence and testimony presented, determined that the City of Fircrest requires a regular property levy increase of 0.8073% from the previous year exclusive of additional 10 revenue resulting from new construction, improvements to property, any increase in the value 11 of state assessed property, any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of the City of Firerest and in its best interest. 12 Now, Therefore. 13 BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST: **Section 1:** That an increase in the regular EMS tax levy is hereby authorized for the levy to 14 be collected in the 2020 tax year. 15 **Section 2:** The dollar amount of the increase over the actual levy amount form the previous 16 year shall be \$2,666.02 which is a percentage increase of 0.807337% from the previous year. **Section 3:** This increase is exclusive of additional revenue resulting from new construction, 17 improvements to property, any increase in the value of state assessed property, any 18 annexations that have occurred and refunds made. 19 APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF **FIRCREST, WASHINGTON**, at a regular meeting thereof this 12<sup>th</sup> day of November 2019. 20 **APPROVED:** 21 22 Hunter George, Mayor 23 ATTEST: 24 25 Jessica Nappi, City Clerk 26 27 APPROVED AS TO FORM: 28 29 Michael B. Smith, City Attorney 30 31 Page 1 of 1

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**UNFINISHED BUSINESS: 2020 Ad Valorem Tax Levy** 

ITEM 9C.

FROM: Colleen Corcoran, Finance Director

RECOMMENDED MOTION: I move to adopt Ordinance No. \_\_\_\_\_\_, fixing the amount of the annual Ad Valorem tax levy necessary for the fiscal year 2020 and repealing Section 1 and 2 of Ordinance No. 1623.

**PROPOSAL:** The Council is being asked to fix the annual Ad Valorem Tax Levy necessary for the fiscal year 2020.

**FISCAL IMPACT:** The proposed ordinance will allow the City to levy the necessary amount to fund 2020 City operations. Below are Ad Valorem taxes being proposed for 2020:

Total Assessed Valuation for Regular Levy \$983,142,001

Regular Levy @ approximately \$1.6249 per thousand shall yield \$1,597,556 EMS Levy @ approximately \$0.3399 per thousand shall yield \$334,686

Totals approximately \$1.9648 per thousand shall yield \$1,932,242

**ADVANTAGE:** This proposal will provide necessary funds for 2020 City operations.

**DISADVANTAGES:** None known.

**ALTERNATIVE:** None known.

**HISTORY:** Annually ad valorem taxes are fixed by Council through ordinance prior to the submission of the levy amounts to Pierce County to be certified.

**ATTACHMENT:** Ordinance

| 1        |   | FIRCREST<br>E NO   |
|----------|---|--|
| 2 3      | AN ORDINANCE OF THE CITY COU<br>WASHINGTON, FIXING THE AMOUNT                                   | OF THE ANNUAL AD VALOREM TAX   |
| 4        | LEVY NECESSARY FOR THE FISCAL<br>FORTH BELOW, AND REPEALING<br>ORDINANCE NO. 1623.              |  |
| 5        | THE CITY COUNCIL OF THE CITY OF FI  | RCREST DO ORDAIN AS FOLLOWS:   |
| 6        |   | raised by taxation will be yielded by a levy of  |
| 7        |   | he assessed valuation of \$983,142,001 which will additional levy of \$334,686 is to be raised for       |
| 8        |   | by the voters in the 2014 August general election eximately \$0.3399 per thousand on the assessed        |
| 9        | valuation of \$983,142,001. These said amounts a  | are hereby levied upon real and personal property purpose of raising the necessary revenue for the       |
| 10       |   | \$082 1 <i>42</i> 001  |
| 11       | Total Assessed Valuation for Regular Levy<br>Regular Levy @ approximately \$1.6249 per thou     |  |
| 12       | EMS Levy @ approximately \$0.3399 per thousand Totals approximately \$1.9648 per thousand shall |  |
| 13       |   | levied for the purpose of raising revenue sufficient   |
| 14       |   | res and for carrying on the work of the different<br>y of Fircrest for the fiscal year beginning January |
| 15       |   | same are hereby levied upon all real and personal tion and as shown by the assessment in the County      |
| 16       | of Pierce as finally fixed by law.  |  |
| 17       | <b>Section 3.</b> Section 1 and Section 2 of Ordinance 2019.                                    | No. 1623 are hereby repealed as of December 31,  |
| 18<br>19 | <b>Section 4.</b> This ordinance shall take effect five (provided by law.                       | 5) days after passage, approval and publication as   |
| 20       | PASSED BY THE CITY COUNCIL OF THI regular meeting thereof this 12th day of Novemb               | E CITY OF FIRCREST, WASHINGTON, at a er 2019.  |
| 21       |   | APPROVED:  |
| 22       |   |  |
| 23       |   | Hunter T. George, Mayor  |
| 24       | ATTEST:   |  |
| 25       |   |  |
| 26       | Jessica Nappi, City Clerk   |  |
| 27       | APPROVED AS TO FORM:  |  |
| 28       |   |  |
| 29       | Michael B. Smith, City Attorney   |  |
| 30       | DATE OF PUBLICATION:  |  |
| 31       | EFFECTIVE DATE:   |  |
| 32       | Page 1  | of 1   |

**UNFINISHED BUSINESS: 2020 Regular Property Tax and Regular EMS Levy Certification Forms** 

ITEM 9D.

FROM: Colleen Corcoran, Finance Director

**RECOMMENDED MOTION:** I move to authorize the City Manager sign the 2020 Regular Property Tax and EMS Levy Certification forms.

**PROPOSAL:** The Council is being asked to review and approve the 2020 levy certification forms.

**FISCAL IMPACT:** The City is certifying the following regular levy amounts:

Total Assessed Valuation for Regular Levy \$983,142,001

Regular Levy @ approximately \$1.6249 per thousand shall yield \$1,597,556 EMS Levy @ approximately \$0.3399 per thousand shall yield \$334,686

Totals approximately \$1.9648 per thousand shall yield \$1,932,242

ADVANTAGE: None known.

**DISADVANTAGES:** None known.

**ALTERNATIVE:** None known.

**HISTORY:** Each taxing district is required to file certification with the County Assessor's Office by November 30. Without the certification the taxing district is limited to the prior year levy amount as it lacks authority to impose additional property tax.

**ATTACHMENT:** 2020 Levy Certification Forms



## **Levy Certification**

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

| In accordance with RCW 84.52.020, I, |   | , <u>Sc</u>            | Scott Pingel                        |                     | ,                                     |  |
|--------------------------------------|---|------------------------|-------------------------------------|---------------------|---------------------------------------|--|
|                                      |   |                        | (Name)                              |                     |                                       |  |
| CITY M                               | IANAGER                                     | , for                  | CITY OF FIRCE                       | REST                | , do hereby certify to                |  |
| Γ)                                   | Title)                                      |                        | (District Name)                     |                     |                                       |  |
| the PII                              | ERCE  | County legislativ      | e authority that the                | COUN                | CIL                                   |  |
| (Name o                              | of County)                                  | , ,                    | ·                                   | (Com                | (Commissioners, Council, Board, etc.) |  |
| of said district reque               | ests that the follow                        | ring levy amounts      |                                     | 2020<br>of Collecti | as provided in the district's on)     |  |
| budget, which was a                  | adopted at a public                         |                        | 10/8/2019 : Date of Public Hearing) |                     |                                       |  |
| Regular Property<br>Levy:            | \$1,597,556  (State the <b>total</b> dollar | r amount to be levied) |                                     |                     |                                       |  |
| Excess Property<br>Levy:             | \$567,883  (State the <b>total</b> dollar   | r amount to be levied) |                                     |                     |                                       |  |
| Refund Levy:                         | \$2,493<br>(State the <b>total</b> dollar   | r amount to be levied) |                                     |                     |                                       |  |
| Signature:                           | CITY MAN                                    | JAGER                  |                                     |                     | Date: 11/12/19                        |  |



## **Levy Certification**

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

| In accordance w      | ith RCW 84.52.020, I                    | , So                   | cott Pingel                            |                                       | ,                         |
|----------------------|---|------------------------|--|---------------------------------------|---------------------------|
| , ,                  |   |                        | (Name)                                 |                                       | <u> </u>                  |
| CITY                 | Y MANAGER                               | , for                  | CITY OF FIRCE                          | REST                                  | , do hereby certify to    |
|                      | (Title)                                 |                        | (District Name)                        |                                       |                           |
| the                  | PIERCE                                  | County legislative     | e authority that the                   | COUNCIL                               |                           |
| (Nai                 | me of County)                           |                        |  | (Commissioners, Council, Board, etc.) |                           |
| of said district re  | equests that the follow                 | ving levy amounts      |  | 2020 as p                             | rovided in the district's |
| budget, which w      | as adopted at a public                  |                        | 10/8/2019 :<br>Date of Public Hearing) |                                       |                           |
| Regular EMS<br>Levy: | \$334,686                               |                        |  |                                       |                           |
|                      | (State the <b>total</b> dollar          | r amount to be levied) |  |                                       |                           |
| Refund Levy:         | \$518<br>(State the <b>total</b> dollar | r amount to be levied) |  |                                       |                           |
| Signature:           |   |                        |  | Date:                                 | 11/12/2019                |
|                      | CITY MA                                 | NAGER                  |  | Duit.                                 | 11.12.2017                |

For tax assistance or to request this document in an alternate format, visit <a href="http://dor.wa.gov/content/taxes/property/default.aspx">http://dor.wa.gov/content/taxes/property/default.aspx</a> or call (360) 534-1400. Teletype (TTY) users may call (360) 705-6718.

REV 64 0100e (w) (10/12/10)

**NEW BUSINESS:** ARC Contract Amendment – Community Center

ITEM 10A.

FROM: Scott Pingel, City Manager

RECOMMENDED MOTION: I move to adopt Resolution No. \_\_\_\_\_ authorizing the City Manager to execute Amendment #2 of the professional services agreement with ARC Architects to continue and complete the design and construction of the Fircrest Pool and Community Center project.

**PROPOSAL:** The Council is being asked to authorize the City Manager to execute Amendment #2 of the agreement with ARC Architects to provide professional services to the City of Fircrest to continue and complete the design and construction of the Fircrest Pool and Community Center project.

**FISCAL IMPACT:** The proposed combined fees for the Community Center Construction Documents through project Close-out totals \$720,889.

**ADVANTAGE:** This amendment would approve design and construction through completion of the Community Center construction.

**DISADVANTAGES:** None identified.

ALTERNATIVES: None identified.

HISTORY: ARC Architects was chosen for the 2016 Feasibility Study, and then through an RFQ process, they were chosen for architectural/project management services for this project. The initial contract with ARC covered the schematic design phase only, the first amendment covered design development through Close-out for the pool and bathhouse, and for design development for the community center. Amendment #2 now gets us from Construction Documents through project close-out for the Community Center.

**ATTACHMENTS: Resolution** 

**Contract Amendment** 

#### **CITY OF FIRCREST** 1 RESOLUTION NO. 2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF 3 FIRCREST, WASHINGTON, **AUTHORIZING** THE **CITY** MANAGER TO **EXECUTE AMENDMENT** #2 **OF** THE 4 PROFESSIONAL **SERVICES AGREEMENT** ARC WITH ARCHITECTS TO **CONTINUE** THE DESIGN **AND** 5 CONSTRUCTION OF THE FIRCREST POOL AND COMMUNITY CENTER PROJECT. 6 7 WHEREAS, the City of Fircrest has contracted with ARC Architects to provide professional services for the schematic design phase for the Fircrest Pool and Community 8 Center project; and 9 WHEREAS, the City desires to continue with ARC Architects as the architect/project 10 manager for the design and construction of the Firerest Pool and Community Center project. Now, Therefore, 11 BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST: 12 **Section 1.** The City Manager is hereby authorized and directed to execute Amendment #2 13 to the agreement with ARC Architects for the design and construction of the Fircrest Pool 14 and Community Center project. 15 APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 12th day of November 16 2019. 17 **APPROVED:** 18 19 Hunter T. George, Mayor 20 ATTEST: 21 22 Jessica Nappi, City Clerk 23 24 **APPROVED AS TO FORM:** 25 26 Michael B. Smith, City Attorney 27 28 29

Page 1 of 1

30

## AMENDMENT #2 TO THE CITY OF FIRCREST

PROFESSIONAL SERVICES AGREEMENT WITH ARC ARCHITECTS FOR THE DESIGN AND CONSTRUCTION OF THE FIRCREST POOL AND COMMUNITY CENTER PROJECT.

This amendment is hereby made and entered into this 12th day of November 2019, by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the "City" and ARC Architects, hereinafter referred to as "Consultant", to be effective November 12, 2019.

#### WITNESSETH:

#### 1. Purpose

The purpose of this second amendment is to amend the February 27, 2018 agreement. This amendment is limited to the amendments as set forth herein. All of the remaining terms and conditions of the February 27, 2018 agreement as amended shall remain in full force and effect. The amendments are as follows:

## 2. Exhibit A – Attachment 1 is hereby amended to include the following:

Fircrest Community Center Scope of Work Construction Documents through Close-out Design Fee Proposal

## 3. Exhibit A – Attachment 2 is hereby amended to include the following:

Fircrest Community Center Construction Documents through Construction Administration Fee Proposal

**IN WITNESS WHEREOF**, the parties to these presents have executed this contract in two counterparts, each of which shall be deemed as originals, in the year and day first above mentioned.

## **CITY OF FIRCREST**

## **ARC ARCHITECTS**

| By: City Manager     | By: |
|----------------------|-----|
| APPROVED AS TO FORM: |     |
| By: City Attorney    |     |
| ATTEST:              |     |
| City Clerk           |     |



October 31, 2019

City of Fircrest 555 Contra Costa Avenue Fircrest, WA. 98466

Attn.: Scott Pingle, City Manager

RE: Fircrest Community Center Design

Construction Documents – Close out Design Fees

Dear Scott.

ARC and its consultant team are excited to complete the design for the new community center, parking lot, plaza, and park connections. With the addition of LEED Silver Certification, the design team will work to make sure all systems and design decisions will meet the requirements. We will work with the City and the Commissioning agent to decide on applicable credits as we start up the Construction Document phase.

#### PROJECT OVERVIEW

The Design Development drawings will provide the basis of the project design with the following additions:

- Permanent installed generator at southwest corner
- More storage at the gymnasium
- Event catering kitchen
- Audio visual and acoustics to meet the needs of the community center
- Coordination of signage with Bathhouse and City Planning department.

ARC will help facilitate two Steering Committee meetings and one City Council meeting.

#### **FEES**

Fees are based on the Washington State Fee Schedule. Specialty consultants and additional services are in addition to basic service consultants. Please review the attached fee proposals for an understanding of each firm's scope of services. Fees include ATC for additional review of hazardous materials and providing bid drawings and specifications for abatement of the existing center.

New team members include:

#### **Specialty Consultants:**

- BRC for acoustics and audio visual design
- Clevenger for food service design
- O'Brien for sustainable design LEED consultant

## The proposed fees are:

| • | Basic Service Consultants | \$<br>397,674 |
|---|---------------------------|---------------|
| • | Specialty Consultants     | \$<br>317,565 |
| • | Direct Expenses           | \$<br>5,650   |
| • | TOTAL                     | \$<br>720,889 |

## **EXCLUSIONS and NOTES**

Please note the following:

- We understand that a traffic study is not required.
- No additional public meetings are required beyond City Council meeting.
- No additional masterplan permitting is required beyond signage approval.

Please let me know if you have questions. We look forward to working with you!

Sincerely,

Emily Wheeler, LEED AP

Principal

#### **FIRCREST COMMUNITY CENTER - Phase 2**

## **ARC Architects & Design Team**

CD\_ CA Fee for Community Center 10/31/2019

| FEE SUMMARY                      | fee      | est macc    | basic services | Total     | Notes               |
|----------------------------------|----------|-------------|----------------|-----------|---------------------|
|                                  |          |             |                |           |                     |
| WSFS Basic Service Consultants   | 8.33%    | \$7,700,000 | \$641,410      |           | per WSFS            |
| CD, B, CA, CO                    | 62.00%   |             | \$397,674      |           | per WSFS            |
| architect - ARC                  |          |             |                | \$225,899 |                     |
| structural - PCS                 |          |             |                | \$62,500  |                     |
| mechanical - FSI                 |          |             |                | \$51,275  |                     |
| electrical -TF                   |          |             |                | \$41,000  |                     |
| civil - AHBL                     |          |             | _              | \$17,000  | <u></u>             |
| Subtotal                         |          |             |                | \$397,674 |                     |
| Specialty Consultants & Services |          | mark-up     |                |           |                     |
| Hazmat - ATC                     | \$29,145 | 1.1         |                | \$32,060  | incl. CA reports    |
| Mechanical - LEED +              | \$48,280 | 1.1         |                | \$53,108  | •                   |
| Electrical - LEED                | \$4,750  | 1.1         |                | \$5,225   |                     |
| AV / Acoustics                   | \$33,620 | 1.1         |                | \$36,982  |                     |
| Civil - AHBL                     | \$24,000 | 1.1         |                | \$26,400  |                     |
| Envelope - Wetherholt            | \$40,000 | 1.1         |                | \$44,000  | incl CA inspections |
| Food Service - Clevenger         | \$8,100  | 1.1         |                | \$8,910   |                     |
| LEED Consultant - O'Brien        | \$42,400 | 1.1         |                | \$46,640  |                     |
| Landscape - BDA                  | \$53,450 | 1.1         |                | \$58,795  |                     |
| Estimator - DCW                  | \$4,950  | 1.1         |                | \$5,445   |                     |
| Subtotal                         |          |             |                | \$317,565 |                     |
| Estimated Expenses               |          |             |                |           |                     |
| LEED Reimbursable to Obrien      | \$1,500  | 1.1         |                | \$1,650   |                     |
| Mileage and Printing             | ¥ .,223  |             |                | \$4,000   |                     |
| CD-CA FEE COMMUNITY CENTER       |          |             |                | \$720,889 | 1                   |

<sup>\*</sup> Note Commissioing is direct fee to the owner to meet 3rd party requirements



Seattle Tacoma Portland 1011 Western Avenue, Suite 810 | Seattle, WA 98104 | 206.292.5076 1250 Pacific Avenue, Suite 701 | Tacoma, WA 98402 | 253.383.2797 101 SW Main Street, Suite 280 | Portland, OR 97204 | 503.232.3746

www.pcs-structural.com

October 4, 2019

ARC Architects 119 Main Street Suite 200 Seattle. WA 98104

ATTN: Emily Wheeler

RE: Fircrest Community Center Phase 2

Structural Engineering/Consultation Proposal

### Dear Emily:

Thank you for the opportunity to propose our Structural Engineering services for the completion of the Fircrest Community Center in Fircrest, Washington.

#### SCOPE OF SERVICES

We will provide all structural design, drawings, and calculations as required for contract documents and toward obtaining the Building Permit for the structural portion of the work. We will also provide construction phase services, which consist of shop drawing review, site construction meetings, and general consultation. Our fees are based upon the assumption that the facility will be designed and constructed utilizing the design-bid-build project delivery method.

Our fees are based upon an approximate 15,000 SF building, as well as the assumptions outlined in Exhibit A. The fees, broken down into phased services, are presented in Exhibit B.

As always, please feel free to call if there are any questions regarding this proposal. Thanks again, and we look forward to continuing this great project with you and the city of Fircrest.

Very truly yours,

PCS STRUCTURAL SOLUTIONS

Alex C. Legé, S.E. Associate Principal

ACLmap 18-357

Attachments: Exhibit A & B

## Exhibit A – Scope of Work – Fircrest Community Center Phase 2 October 4, 2019

Listed below is a brief description of the anticipated scope of structural work.

#### Description

- 15,000 SF new single-story wood framed community center with exposed timber and conventional foundations.
- MACC of \$7,700,000
- Proposed schedule dated September 20, 2019, showing Bid/Permit in May 2020 with Substantial completion in July 2021.
- PCS Structural Solutions has completed this project through Design Development as part of Phase 1 of the project which included a 5,000 SF pool house. Our scope is based on completing Bid/Permit documents of these Design Development documents from February 2019.
- The project will achieve LEED Certification.
- We will provide our drawing deliverables utilizing Revit.
- Phase 2 will be an amendment to the Phase 1 contract.

## Site, Landscaping

• The structural scope of work for Site and Landscaping includes retaining walls less than 4 feet in height. Seat walls, benches, vaults, etc. are not included in our fee determination.

#### **Exclusions**

- Multiple bid/fast-track sets. The building construction package will consist of one complete set of Construction Documents as indicated in the proposed project schedule.
- Redesign of structural systems during construction, due to owner modifications or alternate fabrication/framing/erection options requested by the contractor.

### **Additional Information**

- Construction Administration includes review of shop drawings and response to RFI's. On-site Structural Observation will likely occur once a month as the primary structural components are being erected. Ten (10) site visits are included in our CA service proposal.
- Alternate bid packages that have a significant impact to the structural design may result in additional fees.

## Exhibit B – Fee Calculation – Fircrest Community Center Phase 2 October 4, 2019

## **FEE CALCULATION**

| <u>Phase</u>  |               | <u>TOTAL</u>   |
|---|---------------|--|
| Construction Documents Bidding Construction Phase Project Close Out Record Drawings | Project Total | \$ 32,000<br>\$ 1,500<br>\$ 25,000<br>\$ 1,500<br>\$ 2,500<br><b>\$ 62,500</b> |

#### Notes:

Project has already completed Schematic Design and Design Development as part of Phase 1 of the project.



November 1, 2019

Emily Wheeler, Principal LEED AP ARC Architects
119 S. Main St, Suite 200
Seattle, WA 98104

Re: Fircrest Community Center – Phase 2

Professional Services Proposal

Dear Emily:

Thank you for the opportunity to provide ARC Architects and City of Fircrest with our proposal for the referenced project. I have summarized our understanding of the scope and our proposed fee below.

Seattle, Corporate Office 506 Second Avenue, Suite 700 Seattle, Washington 98104

206.622.3321

4709 Harford Road Baltimore, Maryland 21214

410.929.6894 / 206.300.7368

304 West Pacific Ave. Suite 210 Spokane, Washington 99201

**Baltimore** 

Spokane

509.413.7320

#### PROJECT DESCRIPTION

#### **Project Owner**

City of Fircrest

#### **Project Location**

555 Contra Consta Avenue Fircrest, WA 98466

#### **Building/Project Description**

Construction of new 15,000 SF community center including parking lot, patios, utilities and landscaping. Mechanical scope of work includes the following:

- HVAC, Plumbing and Fire Protection design for the Community Center Building
- Design support will be provided for Construction Document phase, Bid, and Construction Administrative

#### **Sustainable Design Goals and Requirements**

We understand the project will pursue the following certification goals: LEED® NC V4 minimum silver rating.

#### **CONSTRUCTION COSTS**

Based on the information provided by ARC Architects, we have assumed the following preliminary costs:

A. Total Construction Cost: \$7,700,000

B. Mechanical Construction Cost: \$1,103,433

#### INFORMATION SOURCE

Proposal is based on the following correspondences:

- A. Email from Emily Wheeler dated September 25th, 2019
- B. Project schedule dated September 25th, 2019
- C. Design Development drawings set dated February 25, 2019

### **DOCUMENT FORMATS**

It's our understanding that ARC will produce Architectural drawings in Revit. FSi will provide drawings using Revit. Detail will correspond to AIA LOD 250.

#### PROJECT SCHEDULE and DESIGN SUBMITTALS

- A. 60%CD Submittal 1/14/2020
- B. Permit Submittal 5/5/2020
- C. 80% CD Submittal 3/17/2020
- D. 95% CD Submittal 4/14/2020
- E. 100%CD Submittal 5/12/2020
- F. Bid and contracts 5/13/2020 thru 7/6/2020
- G. Construction 8/4/2020 thru 7/5/2021

We assume that a delay in the issuing of review comments will delay the next submittal by the same length of time.

#### **MEETINGS**

Meetings with design team, owner representative, and construction team during design phase and construction.

- A. 4 meetings during the design process
- B. 2 meetings with owner's commissioning authority during the design process

#### **SUMMARY: BASE SERVICES**

#### A. Mechanical Engineering Services

- 1. Heating, ventilation, and air conditioning.
- 2. Plumbing

#### B. Fire/Life Safety Systems

- 1. Fire Suppression
  - a) Design-Build Services

#### C. Optional Services Summary

- 1. HVAC options and system selection
- 2. Energy modeling for LEED optimize energy performance credit
- 3. Sustainable LEED design services

#### **ENGINEERING SERVICES DESCRIPTION**

'The following identifies our baseline services. We consider any services not listed below to be optional services.

## A. Mechanical Engineering Services

## Heating, Ventilation, and Air Conditioning Systems

- a) Air conditioning and heating systems design to meet LEED requirements of Energy and Atmosphere and Indoor Environmental Quality credits.
- b) Construction specifications in CSI format
- c) Performance specifications for building climate control systems and required control diagrams.
- d) Update heating and cooling load calculations, energy profile
- e) General building exhaust systems design including toilet rooms.
- f) Support for building permit including mechanical compliance form
- g) An opinion of mechanical cost will be included at the CD submittals

#### **Plumbing Systems**

- a) Update sanitary drainage, vent, and piping design based on the latest architectural background
- b) Domestic cold and hot water piping distribution design, cold water to five feet outside building
- c) Design of domestic water heating system
- d) Storm water drainage piping
- e) Sanitary drainage, vent, domestic water, storm water



## FSi consulting engineers

- Select plumbing fixtures that meet LEED requirements of water efficiency credits.
- g) Provide plumbing fixture specifications and cut-sheets
- h) An opinion of plumbing cost will be included at the CD submittals

## **B. Fire Protection Engineering Services**

## **Fire Protection Sprinkler Services**

#### **Design Build Service**

- a) Performance specifications only, based on the following
  - 1) Code requirements
  - 2) Local AHJ requirements
  - 3) Owner standards where provided
- Design shall be by the contractor; we will review the design for conformance to project requirements & specifications
- c) Preliminary sizing of fire main service and coordination with civil engineer
- d) Riser location and room size estimate
- e) Determination of need for standpipes
- f) Washington state Fire Code fire flow calculation.
- g) Includes up to two submittal reviews, Construction Administration
- h) Review of adequacy of water supply for fire protection
- i) An opinion of fire protection cost will be included at the CD submittals

## C. Optional Consulting Services

#### **HVAC** options and system selection

- 1. High efficiency HVAC system options
- 2. Simple pay back calculation for system option
- 3. Memo outlining findings and recommendation

## Energy Modelling

- 1. Provide energy analysis to meet LEED® NC V4 minimum silver rating
- 2. Document and submit analysis results
- 3. Response to review comments

#### Sustainable (LEED) Design Services

- 1. Participate in LEED scorecard review
- 2. Participate in a full day sustainable design charrette, one representative
- 3. Preparation of required calculations and documentation related to M&P systems for the following credits:
  - WEp1 Outdoor water use reduction
  - WEp2 Indoor water use reduction
  - WEp3 Building-level water metering
  - WEc1 Outdoor water use reduction
  - WEc2 Indoor water use reduction
  - WEc4 Water metering
  - EAp1 Fundamental commissioning and verification
  - EAp2 Minimum energy performance
  - EAp3 Building-level energy metering
  - EAp4 Fundamental refrigerant management
  - EAc2 Optimize energy performance
  - EAc3 Advanced energy metering



## FSi consulting engineers

- 4. Incorporate LEED-related design items into design documents
- 5. Respond to LEED review comments
- 6. Participation in LEED enhanced Commissioning credit

#### CONSTRUCTION ADMINISTRATION, BIDDING AND NEGOTIATIONS

- A. Answer contractor questions during bidding phase
- B. Issue addenda as required under the original design scope
- C. Eight reviews of the mechanical system submittals, additional reviews will be billed at out hourly rates with prior written approval
- D. Answer RFIs, DCVRs, and construction questions
- E. Construction observation site visits: 1 site visits per construction phase during construction for mechanical/plumbing 1 final construction review site visit/punch list per construction phase for mechanical systems
- F. ASIs, change orders, plan revisions generated by others are not included
- G. Review of change order costs initiated by others are not included
- H. Preparation of construction record drawings from contractor's field drawings

#### **EXCLUSIONS AND CLARIFICATIONS**

- A. Prebid and preconstruction meetings are excluded
- B. Full Life cycle cost analysis for alternate mechanical systems are excluded.
- C. Structural calculations for the seismic restraint of mechanical equipment are excluded.
- D. Waterproofing details/requirements for building components by others are excluded.
- E. Commissioning of systems is not included unless proposed and accepted.
- F. Cost reduction is not included for redesign after systems have been designed and approved after 60%CD submittal.
- G. Design of building footing drainage and/or sub-slab groundwater drainage is by others.
- H. Post occupancy evaluation
- I. Prepare submittals on behalf of project owner for incentives and credits
- J. Support for architect in completion of envelope compliance form (UxA and SHGC compliance calculation only)

#### FEE

| Phased Fixed Fee                      |            |          |                            |             |          |
|---------------------------------------|------------|----------|----------------------------|-------------|----------|
| Project Phase                         | % of total | Base Fee | Base fee –<br>Redo SD & DD | Add Service | Total    |
| Schematic Design & Design Development | 33%        | \$0      | \$8,546                    | \$15,932    | \$24,478 |
| Construction Documents                | 36%        | \$48,031 | \$0                        | \$17,381    | \$40,340 |
| Bidding and Negotiation               | 2%         | \$2,668  | \$0                        | \$966       | \$2,241  |
| Construction Administration           | 27%        | \$36,023 | \$0                        | \$13,036    | \$30,255 |
| Post Construction                     | 2%         | \$2,668  | \$0                        | \$966       | \$2,241  |
| Total                                 | 100%       | \$42,729 | \$8,546                    | \$48,280    | \$99,555 |

Total Fee: \$99,555

#### Above fees include the following additional services:

- A. LEED support for all HVAC and plumbing related credits that will be identified by LEED Sustainable consultant-\$33,280
- B. Coordination with Owner commissioning agent \$3,000
- C. Record drawings \$3,000
- D. System options analysis/ selection \$9000



#### STANDARD REIMBURSABLE EXPENSES

Standard reimbursable expenses are included in lump sum fee listed above.

#### **ADDITIONAL SERVICES**

Services requested beyond those included in this proposal will be considered additional services and will be billed either at hourly rated listed below on a lump sum basis. Our current standard hourly rates are:

| \$230 Hour |
|------------|
| \$175 Hour |
| \$165 Hour |
| \$150 Hour |
| \$125 Hour |
| \$120 Hour |
| \$110 Hour |
| \$100 Hour |
| \$90 Hour  |
| \$110 Hour |
| \$100 Hour |
| \$75 Hour  |
|            |

This proposal is valid for 90 days from the date first written above. FSi reserves the right to modify or update this proposal after that date.

If this Proposal meets with your approval, please sign below and return to us. By your signature, you acknowledge that you have read and agree to the terms of this proposal. FSi will commence work upon receiving a signed copy of this proposal. In addition, you represent that you have authority to bind for ARC Architects. If you modify this proposal, we reserve the right to review your modifications. This Agreement shall not be in effect until we sign, accepting your modifications.

If you have any questions, please contact this office.

FSi Consulting Engineers

Ola Jarvegren Associate

Sincerely,

Signed by:

CONTACT: \_\_\_\_\_ Date



October 3, 2019

Emily Wheeler ARC Architects 1101 E Pike Street Seattle, WA 98122

## Re: Fircrest Community Center

Dear Emily:

Thank you for your request for services on the subject project. This proposal is for construction documents, construction and closeout for the new Fircrest Community Center. It is based on the project scope determined during the recently completed design development and the specifics indicated in your email to us dated 9/25/19. A lump sum fee of \$41,000 is proposed based on the following formula using Washington State Fee Schedule (WSFS) parameters.

75% x 8.33% (WSFS fee %) x 839,000 (estimated elec construction cost) x 80% (CD through CA)

The estimated electrical cost is based on the overall estimated construction cost of \$7,700,000. The fee is rounded down slightly from the number determined using the formula and is broken out as follows:

| Construction Documents | \$25,000 |
|------------------------|----------|
| Bidding                | \$1,000  |
| Construction Admin     | \$15,000 |

Lump sum fees for additional services are proposed as follows:

LEED Certification \$2750 Commissioning Support \$2000

GCCM Coordination & Support \$4500

No reimbursable expenses are anticipated. Again, thank you for your request. Please contact me if you have questions or wish revisions.

Sincerely.

Aprille Balangue

Aprille Balangue

e-mail: aprille@tf-wb.com

## AUTHORIZATION FOR ADDITIONAL SERVICES



TO: DATE: Emily Wheeler, LEEP AP October 5, 2019

**ARC** Architects

**PROJECT NO.:** 2170774.10, Tasks 19, 60, & 61 119 South Main Street, Suite 200 Fircrest Pool and Community Center

PROJECT NAME: Seattle, WA 98104-2579

EMAIL: SUBJECT: lokting@arcarchitects.com Community Center (Phase 2)

Civil Engineering

#### **SERVICES PROVIDED:**

| □ Civil Engineering     □ | Structural Engineering | ☐ Land Use Planning | ☐ Landscape Architecture | ☐ Land Surveying |
|---------------------------|------------------------|---------------------|--------------------------|------------------|
|---------------------------|------------------------|---------------------|--------------------------|------------------|

#### Dear Emily,

Thank you for the opportunity to submit this proposal for civil engineering services for the Fircrest Pool and Community Center project. We are excited to continue partnering with you and the rest of the ARC team on this project.

Phase 1 for this project is the bathhouse and Phase 2 is the community center. We previously completed Schematic Design and Design Development (SD) for both phases of the project, and Construction Documents for Phase 1. This proposal includes civil engineering services for Construction Documents (CDs) through Construction Administration (CA) for Phase 2 of the project.

Based on our knowledge of the site and our experience with the City of Fircrest, we have determined to the best of our ability the required scope of services for this project. Our scope of work for civil engineering is listed below. Each item is identified as either a "Basic Service" or an "Additional Service."

### Phase 2 - Community Center

#### Civil Engineering Design (CD) - Task 19

- Prepare plans and calculations for a temporary erosion and sedimentation control (TESC) plan. 1. (ADDITIONAL SERVICE)
- 2. We assume the project will disturb more than 1 acre and will require a Washington State Department of Ecology (DOE) Construction Stormwater General Permit. We will complete the permit application and the newspaper notice, submit to you for signature, and forward the application material to DOE. (ADDITIONAL SERVICE)
- Prepare a site and utility demolition plan, including clearing and grubbing. (ADDITIONAL SERVICE) 3.
- Prepare plans and calculations for a site grading plan. This scope of work will include earthwork 4. calculations for permitting purposes only. This work will set elevations for the building finished floors, drive aisles, parking areas, and pedestrian walkways (including accessible routes). We will also provide finished grade elevations for the top and bottom of any site walls. We assume that a structural engineer will provide the retaining wall design, if required. We understand from the geotechnical investigations that unsuitable soil is expected beneath the proposed building. Our drawings and specifications will address removal of this soil and placement of suitable soil. (BASIC SERVICE)
- Prepare plans and calculations for a storm drainage plan. This scope of work includes a design to meet 5. the 2014 DOE Stormwater Management Manual for Western Washington (SMMWW), as adopted by the City of Fircrest. This portion of the scope of work includes the following (ADDITIONAL SERVICE):



- a. Conveyance System Stormwater runoff from rooftops, pavement, and landscape areas will be collected by catch basins and conveyed to the flow control system.
- b. Onsite Stormwater Management (Low Impact Development) Project improvements will meet the City of Fircrest thresholds that require Low Impact Development (LID). Similar to the bathhouse project, we anticipate that LID measures will be infeasible due to the high groundwater and lack of available space. The only anticipated LID measure is the use of compost-amended soils in vegetated areas.
- c. Treatment System Based on the current site plan, we assume that pollution-generating surfaces will be greater than the threshold triggering treatment (5,000 square feet). Therefore, the design of a treatment system, such as a rain garden or filter media structure, is included in this proposal.
- d. Flow Control System (Detention) Based on coordination with the City of Fircrest, we understand that flow control will not be required. The design of a stormwater detention system is not included in this proposal.
- e. Drainage Report The drainage report will include supporting calculations and exhibits for the storm system design. We anticipate the drainage report will require detailed discussions and supporting calculations to permit and construct the proposed improvements.
- 6. Prepare plans and calculations for an onsite gravity sanitary sewer system. We assume that one new side sewer will be required, and it will connect to the existing 12-inch sanitary sewer main in Electron Way. (BASIC SERVICE)
- 7. Prepare plans and calculations for an onsite domestic water and fire protection system. This scope of work assumes new domestic and fire protections services will be required, but no water main extensions will be required. (BASIC SERVICE)
- 8. Prepare an onsite surfacing plan including site access and pavement markings. We will also prepare a horizontal control plan for the site improvements. This work includes appropriate dimensioning to locate site features and civil utilities. (BASIC SERVICE)
- 9. Prepare an opinion of probable site development construction cost for the CD submittal. (ADDITIONAL SERVICE)
- 10. Prepare three-part CSI format technical specifications for civil site work. (BASIC SERVICE)
- 11. Coordinate with you, the City of Fircrest, and other design subconsultants during design. This scope of work allows 8 hours. (BASIC SERVICE)
- 12. The following products will be prepared at the end of the Construction Document (CD) phase:
  - Cover Sheet
  - Site and Utility Demolition Plan
  - TESC Plan
  - Grading Plan
  - Drainage Plan
  - Utility Plan
  - Site Paving Plan and Horizontal Control Plan
  - Notes and Details
  - Stormwater Site Plan (Storm Report), Construction Stormwater Pollution Prevention Plan (CSWPPP), and Operations and Maintenance (O&M) Manual
  - Opinion of Probable Construction Costs
  - Specifications





## Permitting - Task 60

- 13. Coordinate with you and the City of Fircrest, and assist in connection with filing documents required for City of Fircrest approval. This scope of work allows 4 hours. (ADDITIONAL SERVICE)
- 14. Revise the plans as required by the City of Fircrest. This task includes meetings with you to review agency comments. This scope of work allows 80 hours. (ADDITIONAL SERVICE)

#### Bidding and Construction Phase Services - Task 61

- 15. Provide assistance during the bidding phase, including attending the pre-bid conference and preparing any necessary addenda. (BASIC SERVICE)
- 16. Assist you and the City of Fircrest during construction to ensure the intent of the design is being met. This will include occasional site visits, attendance at meetings as requested, and responding to contractor questions as they relate to the design. This scope of work allows 60 hours. (BASIC SERVICE)
- 17. Prepare agency-required record drawings at the end of construction based on contractor-furnished as-built drawings. This scope of work allows 8 hours. (ADDITIONAL SERVICE)

| Billing Summary                               |  |                      |                                    |   |  |  |  |
|---|--|----------------------|------------------------------------|---|--|--|--|
| <u>ltems</u>                                  | <u>Description</u>   | Task No.             | Basic<br>Services<br><u>Amount</u> | Additional<br>Services<br><u>Amount</u> |  |  |  |
| Phase 2 – Community Center                    |  |                      |                                    |   |  |  |  |
| Items 1-12<br>Items 13-14<br>Items 15-17      | Civil Engineering Design (CD) Permitting Bidding and Construction Phase Services | T-19<br>T-60<br>T-61 | \$ 8,000<br>9,000                  | \$ 8,000<br>13,000<br>3,000             |  |  |  |
| Subtotals                                     | 3  |                      | \$17,000                           | \$24,000                                |  |  |  |
| Basic and Additional Services Totals \$17,000 |  |                      |                                    |   |  |  |  |
| GRAND TOTAL                                   |  |                      |                                    |   |  |  |  |





#### **AGREEMENT:**

LJ/el

Client agrees to the scope of additional services and additional costs/fee set forth above. Further, Client agrees that this Authorization for Additional Services is subject to the same terms and conditions as specified in the original Contract/Agreement dated **November 8, 2018**. AHBL's receipt of a signed copy of this Authorization for Additional Services shall constitute its notice to proceed with performance.

| Client   | Purchase Order No:                                  |   |  | <u></u>   |
|--|---|---|--|---|
| Client   | Name:   |   |  | <u></u>   |
| Signat   | ure:  |   |  | Date:   |
| Printed Name/Title:  |   |   |  | <u></u>   |
|  | Project Mgr. Signature:<br>Proj. Mgr. Printed Name: | David C. Nason, PE  |  | Date: 10/4/2019   |
| $\boxtimes TA$   | COMA  | SEATTLE   | SPOKANE  | ☐ TRI-CITIES  |
| 2215 North 30th Street, Suite 300 Tacoma, WA 98403-3350 253.383.2422 TEL |   | 1200 6 <sup>th</sup> Avenue, Suite 1620<br>Seattle, WA 98101-3117<br>206.267.2425 TEL | 827 West First Avenue, Suite 220<br>Spokane, WA 99201-3904<br>509.252.5019 TEL | 5804 Road 90, Suite H<br>Pasco, WA 99301-8551<br>509.380.5883 TEL |
| C:   | Accounting<br>Lucas Johnson, William                | Thomason - AHBL   |  |   |

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October 2, 2019

Mr. Stan Lokting Principal, LEED AP ARC Architects Architecture Resource Collaborative 119 South Main Street, Suite 200 Seattle, Washington 98104

Re: Proposal for Hazardous Materials Consulting Services
Fircrest Community Center
555 Contra Costa Avenue
Fircrest, Washington 98446
ATC Proposal No.: 76101901

Dear Mr. Lokting:

At the request of ARC Architects, ATC Group Services LLC (ATC) has prepared this proposal for hazardous materials consulting services related to the proposed demolition/renovation of the Fircrest Community Center located at 555 Contra Costa Avenue in Fircrest, Washington (Project Area).

#### SCOPE OF WORK

ATC understands that the project will consist of the renovation or demolition of the existing building and renovation of the swimming pools. The one-story facility, which is approximately 14,000 square feet was constructed in 1951 and renovated in 1985. In accordance with federal, state and local regulations, hazardous building materials must be identified and removed prior to construction-related activities.

To meet this objective, ATC proposes to provide the following scope of services:

#### TASK 1 - SUPPLEMENTAL FIELD SAMPLING

Prior to developing the abatement specifications, ATC proposes to return to the Project Area to perform supplemental asbestos sampling in specific portions of the Project Area to supplement existing documentation, further quantify known asbestos-containing materials and further define the abatement requirements. This supplemental sampling work will be performed by experienced personnel who are certified Asbestos Hazard and Emergency Response Act (AHERA) Building Inspectors and Project Designers.

ATC personnel, who are experienced in performing asbestos investigations and certified Asbestos Hazard Emergency Response Act (AHERA)-Building Inspectors, will perform the survey. ATC will collect the minimum required number of samples for each material, per regulatory requirements and submit them for laboratory analysis. This sampling and analysis data will provide information to meet the requirements established by Washington Administrative Code 296-62-07721, as enforced by the Washington State Department of Labor and Industries (L&I). This level of assessment will also generally conform to the requirements established by the Washington Department of Ecology (Ecology). Paint chip sampling will also be conducted to determine if lead is present and if personnel impacting the walls scheduled for renovation will require compliance with occupational exposure regulations.

We estimate that twenty-five (25) bulk suspect asbestos samples will be required to identify the suspect asbestos-containing materials that may require characterization, prior to demolition along with five (5) paint chip samples.

All samples collected during our inspection will be submitted to a laboratory with current American Industrial Hygiene Association and National Voluntary Lab Accreditation Participation certifications. Samples collected will be analyzed on a <u>5-day turn-around time</u>, unless otherwise directed by the Owner. A verbal explanation of the sample results will be reported upon receipt from the laboratory. ATC will provide a summary report of the analytical findings within ten (10) business days of receiving the analytical results, which will include a discussion of these results and recommendations for future action, as appropriate.

#### TASK 2 - ABATEMENT DESIGN SPECIFICATIONS

ATC's abatement design specifications will include project coordination, field verification, specification and drawing development, bidding assistance and abatement submittal review.

As part of our design services we anticipate providing the following specifications: Summary of Hazardous Materials (Section 022600) and Asbestos Abatement (Section 022623), Lead-Related Activities (Section 022626) and polychlorinated biphenyls (PCBs) & Mercury-Containing Equipment Handling Procedures (Section 022629), if necessary. ATC has also incorporated costs to attend three (3) project meetings and a pre-bid conference and provide one specification addendum, if necessary. The abatement sections will be relevant to the current project and will include the following; a scope of work, work procedures and special conditions or restrictions. We understand the design documents will be reviewed at 60, 80, and 95% prior to final construction documents at 100%.

#### TASK 3 - ABATEMENT MONITORING & REPORTING

ATC proposes to provide consulting services during the removal of ACMs at the Project Area. These services include, but are not limited to the following tasks; abatement containment inspections, visual inspections, monitoring abatement procedures, collecting air samples and delivering air samples for laboratory analysis.

Air samples will be delivered to an American Industrial Hygiene Association (AIHA)-accredited laboratory with successful proficiency in accordance with the AIHA AAR Registry Program. Daily ambient air samples will be analyzed on a 24-hour turnaround time, while clearance samples will be analyzed on a rush (1 to 3) hour turnaround time.

At the completion of the fieldwork, a report will be completed summarizing the findings of the ATC's field services and the associated laboratory analytical results. Following the incorporation of the abatement contractor's documentation (field logs and waste manifests), as well as any client comments, a final report will be submitted.

ATC has provided a breakdown of the fee schedule, based on a varying schedule over ten (10) work shifts, including full and part-time work shifts. ATC's fee schedule also includes estimated costs for project expenses, lab fees, project management and reporting.

## **FEE PROPOSAL**

The following is a breakdown of the fee schedule, showing all of the estimated costs that will be required to complete the supplemental sampling, design development, abatement monitoring, and reporting of this project. All fees are based on a time and materials basis.

| Task 1 – Supplemental Sampling              | Units    | Rate         | Total          |
|---|----------|--------------|----------------|
| Project Designer/Inspector (Field Sampling) | 32 hours | \$90.00/hr   | \$<br>2,880.00 |
| Supplemental Survey Reporting               | 10 hours | \$95.00/hr   | \$<br>950.00   |
| Survey Drawings                             | 5 hours  | \$85.00/hr   | \$<br>425.00   |
| Senior Project Management, QA/QC            | 2 hours  | \$150.00/hr  | \$<br>300.00   |
| Laboratory Analysis – Asbestos              | 25 each  | \$10.00/each | \$<br>250.00   |

| Task 1 Subtotal            |         |              | 5,230.00 |        |
|----------------------------|---------|--------------|----------|--------|
| Reimbursable Subtotal      | 1 each  | \$150/each   | \$       | 150.00 |
| Clerical                   | 3 hours | \$75.00/hr   | \$       | 225.00 |
| Laboratory Analysis – Lead | 5 each  | \$10.00/each | \$       | 50.00  |
|                            |         |              |          |        |

| Task 2 – Abatement Design Specifications       | Units    | Rate         | Total      |
|--|----------|--------------|------------|
| Specification Development                      | 48 hours | \$105.00/hr. | \$5,040.00 |
| Abatement Contractor Submittal Review          | 8 hours  | \$105.00/hr. | \$ 840.00  |
| Project Management Meetings                    | 12 hours | \$105.00/hr. | \$1,260.00 |
| Bid Walk and Responses to Contractor Questions | 6 hours  | \$105.00/hr. | \$ 630.00  |
| Addendum Preparation                           | 6 hours  | \$105.00/hr. | \$ 630.00  |
| Senior Project Management, QA/QC               | 4 hours  | \$150.00/hr. | \$ 600.00  |
| Clerical                                       | 4 hours  | \$75.00/hr.  | \$ 300.00  |
| Reimbursable Subtotal                          | 1 each   | \$150/ea.    | \$ 150.00  |
| Task 2 Subtotal                                |          |              | \$9,450.00 |

| Task 3 – Abatement Monitoring and Reporting   | Units    | Rate         | Total       |
|---|----------|--------------|-------------|
| Field Technician (Pre-Abatement Air Sampling) | 8 hours  | \$90.00/hr.  | \$ 720.00   |
| Field technician (Abatement Monitoring)       | 90 hours | \$90.00/hr.  | \$8,100.00  |
| Project Management                            | 15 hours | \$105.00/hr. | \$1,575.00  |
| Senior Project Management                     | 8 hours  | \$150.00/hr. | \$1,200.00  |
| Report Preparation                            | 8 hours  | \$105.00/hr. | \$ 840.00   |
| Abatement Air Samples, Rush Analysis          | 10 each  | \$28.00/ea.  | \$ 280.00   |
| Abatement Air Samples, 24-Hour Analysis       | 65 each  | \$10.00/ea.  | \$ 650.00   |
| Senior Project Management, QA/QC              | 2 hours  | \$150.00/hr. | \$ 300.00   |
| Clerical                                      | 4 hours  | \$75.00/hr.  | \$ 300.00   |
| Reimbursable Subtotal                         | 1 each   | \$500/ea.    | \$ 500.00   |
| Task 3 Subtotal                               |          |              | \$14,465.00 |
| TOTAL PROPOSED COSTS                          |          |              | \$29,145.00 |

ATC will not exceed the referenced budget without prior approval from ARC Architects. Fees identified in this proposal are applicable for 90-days.

ATC appreciates the opportunity to present this proposal and looks forward to working with ARC Architects on this project. If this proposal is acceptable and you wish ATC to proceed, please sign the attached Client Services Agreement, indicating your acceptance. If you have any questions regarding this proposal, please contact our office at (206) 781-1449.

Respectfully submitted, ATC Group Services LLC

Cody Bishop Project Manager Terrence S. McDunner Branch Manager

Tenens. McDx

Nasrin Bastami Senior Project Manager

Attachment: Client Services Agreement



This AGREEMENT is made this 2<sup>nd</sup> day of October, 2019, by and between ARC Architects its employees, officers, directors, subsidiaries, and agents (Client) at 119 South Main Street, Suite 200. Seattle, Washington 98104 and ATC GROUP SERVICES LLC, its employees, officers, directors, subsidiaries, and agents (ATC) at 6347 Seaview Avenue Northwest, Seattle, Washington 98107.

The parties mutually agree as follows:

**DESIGNATED REPRESENTATIVES** Except as expressly specified otherwise in writing, the parties designate the following named individuals as their authorized representatives to provide approvals, directives, and permissions, including changes, and to receive notices or other communications under this agreement at the following addresses:

ATC: 6347 Seaview Avenue Northwest, Seattle, Washington 98107

CLIENT: 119 South Main Street, Suite 200, Seattle, Washington 98104

PROPOSAL NAME/NUMBER: 76101901

SERVICE ORDER NUMBER:

- 1. SERVICES TO BE PERFORMED ATC shall prepare a proposal and/or a service order for Client. The proposal and/or service order shall describe the work to be performed (Services), the location (Site), fees and/or rates to be charged, certain special conditions of performance including equipment, sampling protocols, and necessary reimbursable expenses. ATC will be authorized to proceed with the Services (Service Order), when Client indicates its acceptance by signing this Agreement. The proposal, Service Order, this Agreement and any attachments pertaining to thereto shall comprise the Contract Document.
- **2. ADDITIONAL SERVICES** If any additional or different Services are required to complete an existing Service Order, these additional Services shall be set forth in a new Service Order satisfying all applicable and appropriate requirements including a separate schedule of fees and Services (Change Order).
- **3. COMPENSATION** Client will pay ATC for Services and expenses in accordance with the Service Order. ATC will submit periodic invoices to Client together with reasonable supporting documentation requested by Client and a final bill upon completion of its services. Unless otherwise agreed in writing, there shall be no retainage. Payment is due within thirty (30) days regardless of whether Client has been reimbursed by any other party. ATC may suspend work, withhold reports and vacate the site if payment is not received. Client will indemnify ATC for all claims concerning the suspension of work for nonpayment regardless of whether the claims are made by the client, someone claiming through the client, or by a third party. Client agrees to pay ATC's attorney's fees, and all other costs incurred in collecting past due amounts. ATC may from time to time revise its fees and/or rates and advise client either by general notification, or by specific Service Order.
- **4. EXPENSES** Unless otherwise stated in the Service Order, Client agrees to pay ATC for its reimbursable expenses, in addition to its fees. Reimbursable expenses are expenditures made by ATC in the interest of the contracted Services. Reimbursable expenses shall be billed, and paid, in accordance with the schedule included with the Service Order. ATC will submit a Change Order to Client detailing other reimbursable expenses not outlined in the Service Order, for written authorization prior to billing.
- **5. INSURANCE** ATC agrees that it now carries, and will continue to carry during the performance of any Services under this Agreement, Workers' Compensation and Employer's Liability, Commercial General Liability (including Contractual Liability), Commercial Automobile Liability, Professional Liability and Contractor's Pollution Liability insurance coverage with limits at or above those described, as follows:
- a. Workers' Compensation (statutory) Employer's Liability

|    | <ul> <li>Each accident</li> <li>Disease – Each Employee</li> <li>Disease – Policy Limit</li> </ul> | \$ 1,000,000<br>\$ 1,000,000<br>\$ 1,000,000 |
|----|--|--|
| b. | Commercial General Liability   |  |
|    | Each Occurrence  | \$1,000,000                                  |
|    | <ul> <li>Personal and Advertising Injury</li> </ul>  | \$1,000,000                                  |
|    | General Aggregate  | \$2,000,000                                  |
|    | Products and Completed   |  |
|    | Operations Aggregate   | \$2,000,000                                  |
| c. | Commercial Automobile Liability  |  |
|    | <ul> <li>Combined Single Limit</li> </ul>  | \$1,000,000                                  |
| d. | Errors and Omissions / Professional Liability  |  |
|    | <ul> <li>Each Claim</li> </ul>   | \$1,000,000                                  |
|    | Annual Aggregate   | \$1,000,000                                  |
| e. | Contractor's Pollution Liability   |  |
|    | Each Claim   | \$1,000,000                                  |
|    | Annual Aggregate   | \$1,000,000                                  |

- **6. OBLIGATIONS OF CLIENT** Client warrants that all information provided to ATC concerning the required Services is complete and accurate to the best of Client's knowledge. Client agrees to advise ATC prior to commencement of the Services, and during the work, of any hazardous conditions on or near the Site known to Client. Client understands that ATC is relying upon the completeness and accuracy of information supplied to it by Client and ATC will not independently verify such information unless otherwise provided in the Service Order. Client shall be solely responsible for and shall indemnify and hold harmless ATC for any costs, expenses or damages incurred by ATC due to Client's failure to follow applicable reporting and governmental requirements. Client will not hold ATC liable if ATC's recommendations are not followed and expressly waives any claim against ATC, and agrees to defend, indemnify and hold ATC harmless from any claim or liability for injury or loss that results from failure to properly implement ATC's recommendations.
- 7. STANDARD OF CARE ATC's Services as defined by the Service Order shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by the consulting profession currently providing similar services under similar circumstances at the time the Services were provided. Client agrees to give ATC written notice within one (1) year of any breach or default under this section and to provide ATC a reasonable opportunity to cure such breach or default, without the payment of additional fees to ATC, as a condition precedent to any claim for damages.

- **8. LIMITATIONS OF METHOD RELIABILITY** The Client recognizes and agrees that all testing and remediation methods have inherent reliability limitations; no method or number of sampling locations can guarantee that a condition will be discovered within the performance of a Service Order as authorized by the Client. The Client further acknowledges and agrees that reliability of testing or remediation methods varies according to the sampling frequency and other variables and that these factors, including cost, have been considered in the Client's selection of Services. ATC's observations only represent conditions observed at the time of the Site visit. ATC is not responsible for changes that may occur to the Site after ATC completes the Services.
- **9. INTERPRETATION OF DATA** ATC shall not be responsible for the interpretation of ATC data by third parties, or the information developed by third parties from such data. Client recognizes that subsurface conditions may vary from those encountered at the locations where the borings, surveys, or explorations are made by ATC and that the data interpretations and recommendations of ATC's personnel are based solely on the information available to them.
- **10. THIRD PARTY INFORMATION** ATC is dependent on information available from various governmental agencies and private database firms to aid in evaluating the history of the Site. ATC shall not be liable for any such agency's or database firm's failure to make relevant files or documents properly available, to properly index files, or otherwise to fail to maintain or produce accurate or complete records.
- 11. SITE ACCESS Client grants or shall obtain for ATC a right of entry to all parts of the Site necessary to complete the requested Services and unless otherwise specified in the Service Order, it represents that it has obtained the applicable permits and licenses for the proposed Services. If Client does not own the Site, Client represents that it has or will obtain prior to the commencement of the Services, the authority and permission of the owner and/or the occupant of the Site. Client acknowledges that due to the nature of some Services unavoidable damage may occur. Client waives its right of recovery for such unavoidable damage, and if Client is not the owner of the Site, Client agrees to indemnify and defend ATC against any claims by the owner and/or occupant for any such damage.

Unless otherwise specified in the Service Order, ATC is not liable for damages caused by exploratory demolition or investigation to identify, quantify, or evaluate building materials, systems, and/or components not readily accessible to ATC during ATC's performance of the Services. ATC is not responsible for unforeseen conditions that exist on the Site within building systems that prohibit or deter ATC from gaining access to building materials, systems, and/or components.

- **12. SITE CONTROL** ATC's testing, observation, or inspection of the work of other parties on a project shall not relieve such parties of their responsibility to perform their work in accordance with applicable plans, specifications and safety requirements. Continuous monitoring by ATC's employees does not mean that ATC is observing or verifying all Site work or placement of all materials. Client agrees that ATC will only make on-Site observations appropriate to the Services provided by ATC and will not relieve others of their responsibilities to perform the work.
- **13. TEST AND SAMPLING LOCATIONS** Unless otherwise specified in the Service Order, the accuracy of test or sampling locations and elevations will be commensurate only with pacing and approximate measurements or estimates. Client should retain the services of a professional surveyor if greater accuracy is required. Client will furnish diagram indicating the accurate location of the Site. Sample locations may also be indicated on the diagram. ATC reserves the right to deviate a reasonable distance from the boring and sampling locations unless the Client specifically revokes this right in writing at the time the diagram is supplied.
- **14. SAMPLES AND EQUIPMENT** Unless otherwise specified in the Service Order or required by law, ATC will not retain any samples obtained from the Site. At no time does ATC assume title to the samples; all samples shall remain the property of the Client.

All laboratory and field equipment contaminated during ATC's Services that cannot readily and adequately cleansed of its hazardous contaminants shall become the property and responsibility of Client. Client shall purchase

all such equipment as an expense of the Services, and it shall be turned over to Client for proper disposal unless otherwise specified in the Service Order.

- **15. ENGINEERING AND CONSTRUCTION SERVICES** If the Services requested only require geotechnical engineering, subsurface exploration, construction materials testing, and or engineering, ATC assumes that there are no hazardous substances or constituents in the soils or groundwater underlying the Site. ATC's duties and responsibilities are limited to performing tests and monitoring of specific construction activities as outlined in the Service Order. Unless otherwise specified in the Service Order, any consulting, testing or monitoring related to environmental conditions, including, but not limited to hazardous waste, soil or groundwater contamination, or air pollutants are not part of ATC's engineering and construction Services. If it becomes apparent during the field exploration that hazardous substances or constituents may be present, field operations will be terminated without liability.
- **16. OPINIONS OF COSTS** ATC may provide estimates of costs for remediation or construction as appropriate based on available data, designs, or recommendations. However, these opinions are intended to provide information on the range of costs and are not intended for use in firm budgeting or negotiation unless specifically agreed to in writing by ATC.
- **SAFETY** ATC shall not, unless otherwise specified in the Service Order, be responsible for health and safety procedures, construction means, methods, techniques, sequences, or procedures, nor be responsible for the acts or omissions of contractors or other parties on the Site.
- **18. UTILITIES** Unless otherwise specified in the Service Order, it is Client's responsibility to mark or furnish the locations of all underground man-made obstructions at all Sites that the Client owns and/or operates. Client shall indemnify, defend and hold harmless ATC from and against any claims, losses or damages incurred or asserted against ATC related to Client's failure to mark, protect or advise ATC of underground structures or utilities
- **19. ROOF CUTS** Unless otherwise specified in the Service Order, if roof cuts/samples are required by the Services, it is the Client's responsibility to make appropriate repairs. If a roofing contractor or maintenance personnel selected by Client is not on the roof to make repairs at the time samples are obtained, ATC may make temporary repairs, which may result in additional charges. ATC personnel are not certified in roofing repair, therefore under no circumstances, shall ATC be responsible for any water damage to the roofing system, building, or its contents resulting from ATC's temporary repairs.
- 20. HAZARDOUS CONDITIONS OR SUBSTANCES The Client acknowledges that ATC has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site. All Site generated hazardous and non-hazardous waste, including used disposable protective gear and equipment, are the property of the Client.

Client agrees to indemnify and hold harmless ATC against all claims for injury or loss sustained by any party, including the United States, from exposure, release, or the presence of any such hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site. This indemnity includes but is not limited to, ATC acting as Client's agent to sign waste manifests, allegations that ATC is a handler, generator, operator, treater or storer, transporter or disposer under any federal, state or local, law, regulation or ordinance, and Client's or third party's violation of federal, state or local, law, regulation or ordinance, related to the handling, storage, or disposal of hazardous substances or constituents at/or introduced to the Site, before or after the completion of the Services.

- **21. RIGHT TO STOP WORK** If, during the performance of a Service Order, any unforeseen hazardous substance, material, element, constituent, condition, or occurrence is encountered which, in ATC's reasonable judgment significantly affects or may affect the Services provided, the risk involved in providing the Services, or the recommended scope of Services, ATC may immediately suspend work.
- **22. ATC AND CLIENT INDEMNIFICATION** ATC shall indemnify and hold harmless Client against claims, demands, and lawsuits to the extent arising out of or caused by the negligence or willful misconduct of ATC

in connection with activities conducted in the performance of the Services.

The Client shall indemnify and hold harmless ATC from and against claims, demands, and lawsuits, to the extent arising out of or caused by Client's breach of this Agreement or the negligence or willful misconduct of the Client or other contractors retained by Client in connection with activities conducted in the performance of the Services.

If a dispute arises between the parties resulting in litigation, the prevailing party shall be entitled to recover all reasonable costs incurred. Client agrees that all indemnifications granted to ATC shall also be granted to those subcontractors retained by ATC for the performance of the Services.

- 23. LIMIT OF LIABILITY ATC's total liability for all claims or causes of action of any kind, including but not limited to negligence, bodily injury or property damage, breach of contract or warranty, shall not exceed the amounts recoverable from the insurance limits set forth in this Agreement.
- **24. CONSEQUENTIAL DAMAGES** In no event shall either party be liable to the other party for any consequential, incidental, punitive, liquidated or indirect damages, including but not limited to loss of income, loss of profits, loss or restriction of use of property, or any other business losses, regardless if such damages are caused by breach of contract, negligent act or omission, other wrongful act, or whether ATC shall be advised, shall have other reason to know, or in fact shall know of the possibility of such damages.
- **25. WARRANTY** ATC is not a manufacturer. If any equipment is used or purchased by ATC for a Service Order the manufacturer's warranties if any on the equipment are solely those of the manufacturer. ATC makes no other representation, guarantee, or warranty, expressed or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the goods or Services which may be furnished by ATC to Client.
- **26. DOCUMENTS** Project-specific documents and data produced by ATC under this Agreement shall become the property of Client upon completion of the Service Order and payment of amounts owed ATC. ATC shall have the right, but not the obligation, to retain copies of all such materials.
- **27. RELIANCE** Documents and data produced by ATC are not intended or represented by ATC to be suitable for use or reliance beyond the scope or purpose for which they were originally prepared, or for anyone except the Client. Any such unauthorized use will be at the Client's or third party's sole risk.
- **28. THIRD-PARTY CLAIMS** Client agrees to pay ATC's costs (including reasonable attorney's fees) for defending ATC against any claims that a third party or a regulatory agency asserts against ATC related to the Services that were provided to Client. Claims include legal actions by a third party or regulatory agency that are based upon the discoveries, findings or conclusions disclosed in documents or reports supplied to Client by ATC.
- **29. SUBPOENAS** The Client is responsible for payment of ATC's time and expenses resulting from ATC's response to subpoenas issued by any party, involving any legal or administrative proceeding in which ATC is not named as a party, in connection with any Services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served. ATC shall not object on Client's behalf to any subpoena, but will make reasonable efforts to cooperate with Client if Client chooses to object.
- **30. TERMINATION OF CONTRACT** This Agreement may be terminated by either party upon seven (7) days written notice provided that any incomplete or unfinished Service Order will remain in effect until completed, unless otherwise agreed to in writing. In the event of termination or suspension, by the Client, ATC shall be paid for Services performed prior to the termination date plus reasonable termination and suspension expenses. **31. ASSIGNMENT** Neither the Client nor ATC may assign, or transfer its benefits, rights, duties, or interest in this Agreement without the written consent of the other party. This Agreement shall be binding on and inure

to the benefit of the successors and assigns of the parties.

- **32. FORCE MAJEURE** Neither Client nor ATC shall hold the other responsible for damages or delays in performance caused by uncontrollable events, which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, the public enemy, acts of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, materially different Site conditions, wars, riots, terrorism, rebellions, sabotage, fires, explosions, accidents, floods, strikes, or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances.
- **33. GENERAL PROVISIONS** The captions and headings throughout this Agreement are for convenience only and do not define, limit, modify, or add to the meaning of any provision of this Agreement. If any provision of this Agreement is in conflict with any provision of the Service Order, the terms and conditions of this Agreement shall prevail unless the conflict concerns the scope of Services to be provided. If any provision shall to any extent be deemed invalid, it shall be modified if possible to fulfill the intent of the parties as reflected in the original provision and the remainder of this Agreement shall not be affected.

This Contract Document represents the entire understanding between the parties and supersedes any and all prior contracts whether written or oral. Nothing contained in this Contract Document shall be construed to be for the benefit of any persons not a party to this Agreement. No third party beneficiary rights are created.

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the Site is located. Any legal action arising out of this Agreement shall be venued in a court of competent jurisdiction within the state and county of the Site.

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

ATC is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility whether in contract or tort, including negligence.

#### ATC GROUP SERVICES LLC

| BY:   |
|---|
| PRINTED NAME:                                   |
| TITLE:  |
| DATE:   |
| CLIENT: Person authorized to execute contracts) |
| BY:   |
| PRINTED NAME:                                   |
| TITLE:  |
| DATE:   |

Architectural Acoustics | Sound System and Audiovisual Design | Environmental Noise | Mechanical Noise Control | Vibration Analysis

October 11, 2019

Emily Wheeler ARC Architects 119 S Main St, Suite 200 Seattle, WA 98104-2579

Re: Acoustical Design Services Firerest Community Center

#### Dear Emily:

Thank you for requesting this proposal for the Fircrest Community Center project. We understand that the project has completed Design Development; accordingly, our proposal is for services in Construction Documents, Bidding, Construction Contract Administration, and Close-out.

The proposed scope includes design for architectural acoustics and audiovisual systems design. Because the site is in a residential area with light traffic, we are not proposing to provide environmental noise control for off-site noise sources; this service can be added if deemed necessary.

We propose to provide the following services:

#### **Architectural Acoustics**

- 1. Recommendations will be provided for quantities and locations of soundabsorbent finish materials to control reverberant sound levels. Recommendations will be provided for acoustically sensitive spaces including the gymnasium, lobby, Social Hall/meeting room, teen room, and other areas as appropriate.
- 2. Provide recommendations to ensure appropriate acoustical isolation for noisesensitive spaces. Recommendations will include wall assemblies, roof assemblies, relights, door specifications, and other assemblies as required to provide appropriate sound isolation.
- 3. Specifications will be provided for acoustical performance of operable partitions wherever used. The specification will be stated as a required laboratory Sound Transmission Class (STC) rating, and as a Noise Isolation Class (NIC) rating for field performance.
- 4. Attend design meetings, review contractor submittals that relate to acoustical design, and coordinate with contractors during construction to clarify and/or facilitate appropriate construction of acoustical elements.

#### **Audiovisual Systems Design**

Note: The fee for AV, while based on our experience with similar projects, is preliminary until the technical programming phase identifies specific system requirements.

- 1. Meet with city personnel to discuss requirements for AV system components/capabilities.
- 2. Provide technical programming for AV, sound, and presentation systems. This will include developing a preliminary budget to be presented to the owner for review and comment, and one revision to the budget if required.
- 3. Based on the results of technical programming, provide complete design for the systems as noted below, to include drawings, specifications, budgets, visits to the site or ARC, Construction Administration, and commissioning with the contractor.

We propose to provide design to support activities in the following areas:

- Large presentations and music & sports events in the Gym
- Presentations and music in the Social Hall/ multipurpose room
- TV/ games /video in the Teen room
- Fitness videos and music in the small meeting room
- Music and announcements throughout the facility
- TV above the bookshelves in the gathering room
- Speakers/ music option or ports for outside events on the plaza
- Video screen behind the reception desk for announcements

#### Assumptions

We have based our scope and fees on the assumption that the client will provide CAD backgrounds for all drawings for which BRC will provide additional design detail. If this assumption is incorrect, we will modify our scope of work and the associated fees accordingly.

#### **Fees by Phase**

| Design Phase                | Fee         |
|-----------------------------|-------------|
| Construction Documents      | \$27,700.00 |
| Bidding                     | \$ 1,480.00 |
| Construction Administration | \$ 2,960.00 |
| Total Design Fees:          | \$ 1,480.00 |
|                             | \$33,620.00 |

#### **Fees by Discipline**

| Discipline                 | Fee         |
|----------------------------|-------------|
| Architectural Acoustics    | \$ 8,880.00 |
| Audiovisual Systems Design | \$24,740.00 |
| Total Design Fees:         | \$33,620.00 |

Expenses for the proposed services are expected to include mileage and parking fees for design meetings and site visits. All anticipated expenses are included in the fees shown above.

Thank you again for requesting this proposal. We look forward to working with you.

Sincerely yours,

Vanne C. Buck

BRC Acoustics and Audiovisual Design

Daniel C. Bruck, Ph.D.

President, LEED AP BD+C

#### WETHERHOLT AND ASSOCIATES, INC.

Phone: 206-900-0324

October 10, 2019

ARC Architects 119 S Main Street, Suite 200 Seattle, Washington 98104-2479

Attn: Emily Wheeler Email: wheeler@arcarchitects.com

Ref: Building Envelope Consulting and Inspection Services - Phase 2 Proposal

Fircrest Community Center 545 Contra Costa Avenue Fircrest, Washington 98466

#### Greetings,

As discussed with Emily Wheeler, we are pleased to submit our proposal to provide building envelope consulting and part-time inspection services for the Fircrest Community Center project.

We understand project is scheduled for design work from October 2019 to May 2020, with construction scheduled to begin August 2020 and extend through July 2021.

From our discussion, the work will be broken into two phases:

#### Phase I: Building Envelope Consulting – Estimated Budget \$10,000

- Attend up to three (3) design review meetings.
- Preparation of draft building envelope specifications, as needed.
- Review of building envelope related specifications and details, prepared by the architect, at 65% DD, 50% CD, and 100% CD.

#### Phase II: Building Envelope Inspection – Estimated Budget \$30,000

- Attendance at the pre-construction meetings; part-time application inspections, precompletion inspection, and a completion inspection.
- Preparation of field reports with photographs following each site visit.
- Field report quality assurance review by a Technical Assistant.

A total budget of \$40,000 should be set aside for Phase I and II services. The amount of consulting and inspection required will depend upon the diligence and quality of the work by the architect and contractor.

Final product selection, specification and design detailing are the responsibility of the Architect or Owner. Proper execution of the design is the responsibility of the Contractor.

14715 NE 95<sup>th</sup> Street, Suite 100 • Redmond, WA 98052 Phone: 425-822-8397 • Fax: 425-822-7595 The actual cost for services will depend upon the time spent. Billing will be on an hourly basis and invoices are itemized showing dates, hours, and description of work performed. Should it appear the probable cost of consulting services will be exceeded, authorization would be requested prior to the performance of additional work.

The billing rate for Ray Wetherholt, PE/RRC/RWC/REWC/RBEC/FRCI is \$250/hr. Don Davis, RRC/RWC/REWC/RBEC; Bob Card, RRC/RWC/REWC/RBEC; Mike Caniglia, RRO, RBEC; Jeorge Hopkins, RRO/RRC/RWC/REWO; Pravat Sripranaratanakul, RRO/RRC/RWC, Principals of Wetherholt and Associates, Inc. is \$200/hr. Field Engineers are billed at \$170/hr. Roofing Application Inspectors and Technical Services are billed at \$92/hr for straight time, overtime at \$138/hr. Technical Assistants are billed at \$75/hr. A supply fee of \$25 per cut will be billed for all test cuts. Expenses are billed at cost plus 10%. Mileage will be billed at \$0.65 per mile. Time is billed portal to portal.

#### **Assumptions and Exclusions:**

- Services are limited to the following building envelope assemblies:
  - o Below-grade waterproofing
  - o Exterior wall weather barrier/air barrier, and related penetration flashing
  - o Roofing and roof flashing assemblies
- We assume that the contractor will provide access as required for inspections.
- The contractor will provide all site safety and site access training required for access to perform inspection.
- Not included is any assembly performance testing (e.g. air barrier testing, pressurized window testing).
- We are not responsible for acceptance or integration of our design review comments into the project documents and accept no liability for the project design or construction.

In order to briefly clarify the duties of the inspector: the inspector monitors the application by verifying that the contractor is following the specifications. The inspector measures lap seams, verifies that the materials specified are the materials used, that the installation methods conform to the manufacturer's recommendations and the Architect's specifications.

Should conflicts arise between the specifications and the installation, the inspector resolves the problem by calling the appropriate party for an answer. We encourage our inspectors to ask questions, remembering the cliché "the only dumb question is the one that was not asked".

As the inspector observes items requiring correction, these are pointed out to the foreman of the waterproofing crew. If the item is of large consequence or conflicts with the specification and is not easily resolved, it is noted in a daily report. These reports discuss what occurred on the project during the day of the report and are relatively detailed in comparison to the standard testing laboratory report.

The inspector's authority is limited, in that they cannot change the specifications, direct the work, or perform the work. They are there to observe that the roofing is installed in accordance with the specifications and good roofing practice. Neither is the inspector the guarantor of the performance of the roof membrane; the manufacturer and the installer provide guarantees because they make and install the material.

Inspections are performed by personnel experienced in waterproofing application inspection and who are employees of Wetherholt and Associates, Inc.

We are continually updating our inspectors by exposing them to the differing types of waterproofing, and meeting with waterproofing materials representatives to discuss their particular requirements. In addition, we regularly meet with contractors to discuss products and application techniques. Our personnel attend local and national seminars where we learn additional waterproofing related information.

Wetherholt and Associates, Inc. does not guarantee the product application or materials, as this is the province of the manufacturer and applicator. We provide experienced eyes and judgment, along with detailed reporting to represent the client in a professional manner.

We have performed similar services for clients including Benaroya Company, Kemper Development, Rosen Properties, and Martin Smith. Services included investigation of leakage, and evaluation of roof membrane, wall transitions, sheet metal flashings, below grade waterproofing, and walking decks.

By retaining Wetherholt and Associates, Inc. you will be working with a knowledgeable consultant familiar with the various wall cladding, roofing, and waterproofing systems available. However, due to the nature of waterproofing specification, installation, and consulting, we have found it necessary to limit our liability.

You, as our client, agree to limit the aggregate amount of any damages and/or costs (including attorney fees and expert witness fees) that you may recover against Wetherholt and Associates, Inc. (together with its officers, directors and employees) on any and all claims and/or causes of action arising under or related to this Agreement and/or the Project to the amount of compensation paid by you to Wetherholt and Associates, Inc. for our services pursuant to this Agreement. The types of claims to which this limitation applies include, but are not limited to, claims based on negligence, professional negligence, professional malpractice, professional errors or omissions, indemnity or contribution, breach of contract, breach of expressed or implied warranty and strict liability.

Should our proposal merit your approval, please so indicate your understanding and authorization to proceed by your signature below, or issuance of a purchase order referencing this proposal, and return a signed copy to us.

Thank you for the opportunity to discuss our services. If you have any questions, or if we may be of further assistance, please do not hesitate to call.

| Respectfully,                   |                            |
|---------------------------------|----------------------------|
| Male Don                        | Signature of Authorization |
| Don Davis, RRC, RWC, REWC, RBEC | Date                       |

Don Davis, RRC, RWC, REWC, RBEC Senior Field Engineer / Managing Principal

Wetherholt and Associates, Inc.

# FIRCREST COMMUNITY CENTER

CLEVENGER A//OCIATE/



October 11, 2019

Ms. Emily Wheeler Principal, LEED AP ARC Architects 119 S. Main St. Suite 200 Seattle, WA 98104

Reference: Fircrest Community Center

Foodservice Consulting Services

Dear Emily,

Thank you for requesting our revised proposal for food facilities consulting and design services on this project. Services are proposed which reflect the project requirements noted below. On acceptance, this agreement is to be between ARC Architects (Architect) and Clevenger Group Inc., dba Clevenger Associates (Consultant).

### PROJECT SUMMARY.

Based on the email received, we understand the project includes a small kitchen space. The kitchen program has not been established yet, it is currently assumed that it will serve meals for the multipurpose room & gym as well as outdoor field events.

Consultant shall work closely with representatives of ARC Architects (Architect) and shall proceed with each phase of the project upon approval of the previous phase from the Client or Architect.

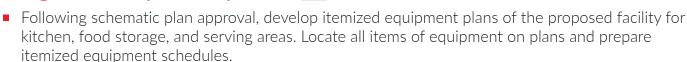
The total assumed scope for which the consultant has primary design responsibility for layout of foodservice equipment as outlined above is approximately 270 SF.



### PROJECT SCOPE.

This is a full-service proposal. Service and deliverables outlined are not intended to be inclusive of all efforts needed to successfully complete the assignment.

### design development phase



- Submit a detailed booklet of suggested manufacturer data sheets.
- Provide an interactive Sketch Model for operational review.
- Provide itemized equipment cost estimates.
- Provide utility load information to engineers as required.
- Revise plans as necessary for updated architectural backgrounds and finalize for 100% design development submission.

### construction documents phase

- After design development plan and budget approval, prepare final drawings and specifications of the food service equipment based on background architectural plans.
- Prepare plumbing, electrical, building works, ventilation, and refrigeration and conduit rough-in plans reflecting point of connection indicating the required size and the height of each utility. Any special building conditions required for food service equipment will be shown on the building works drawing. Consultant drawings will be prepared as follows:
  - Equipment plans showing layout(s).
  - Utility schedules reflecting utility requirements.
  - Plumbing and electrical rough-in and connection requirements.
  - Building conditions plans showing curbs, depressions and special building requirements for the food facilities.
  - Ventilation plans showing any equipment ventilation requirements.
  - Plans will illustrate schematic refrigeration line runs (if any).
  - Where necessary, custom-fabricated equipment elevations, sections, and details will be prepared at ½" scale showing construction techniques.

### PROJECT SCOPE CONT.

### construction documents phase cont.

- Provide utility notes and details for inclusion into the architectural and engineering drawings and specifications. These notes contain supplemental information defining points of departure for the various building trades.
- Detail all specially fabricated equipment in order that competitive bids can be obtained from qualified contractors.
- Provide necessary information to the Architect for Health Department submittal. Building or Health Department comments on food service equipment will be incorporated into equipment drawings.

### construction administration phase

- Review and approve manufacturer shop drawings, KEC prepared rough-in drawings, equipment brochures and other submittals from the chosen Food Service Equipment Contractor. Confirm submittal compliance with final drawings and specifications.
- Respond to Requests for Information (RFI) for other project team members regarding scope of work for this discipline.
- Provide a site inspection of the installation. This will include preparation of a comprehensive inspection list to the KEC with copies to the owner, outlining any deviations from the final drawings and specifications.

### MEETINGS.

Consultant will attend two (2) meetings at ARC Architects offices or Fircrest Community Center during design phases and attend Webex or equivalent as needed in order to complete the assignment. Consultant is to be excused from any meetings where this discipline is not on the agenda. One (1) optional meeting/site visit during the Construction Administration Phase is included for final inspection.

### SCHEDULE.

Consultant is staffed to meet the project schedule noted within the email.



### FEE PROPOSAL.

Fixed fees are broken down as follows for each phase of work outlined in the scope of service. Consultant remuneration for all work shall be billed monthly by percentage completed for each phase.

| TOTAL                             | \$8,100 |  |
|-----------------------------------|---------|--|
| Construction Administration Phase | \$1,200 |  |
| Construction Document Phase       | \$3,400 |  |
| Design Development Phase          | \$3,500 |  |

Hourly rates scheduled are to apply to any optional services delivered or any authorized changes after approvals, schedule revisions, etc.

| Principal/Partner/Officers | 165   Hour |
|----------------------------|------------|
| Sr. Project Manager        | 125   Hour |
| Project Manager            | 95   Hour  |
| CAD Draftsperson           | 80   Hour  |
| Administrative Support     | 80   Hour  |

Should the scope of the project vary significantly, it is agreed the fee limits will be adjusted accordingly. Consultant fees are based on using standard procedures, formats for drawings, specifications, contractor submittals and invoices. Special requirements will be accommodated on a time and materials basis.

### OPTIONAL ADDITIONAL SERVICES.

The following services are offered by Clevenger Associates and can be added to the project for an additional fee. This list is not all inclusive of the services that Clevenger provides. Please contact us in regards to any additional services requested and associated fees.

#### MANAGEMENT ADVISORY SERVICES

- Equipment Bid Administration
- Feasibility and Operational Studies
- Business Plans and Operational Audits
- Writing RFPs for Management Services

### **DESIGN SERVICES**

- 3D Rendering
- Virtual Reality
- Equipment Surveys

### **CONSULTANT DRAWINGS.**

Consultant drawings are not intended for construction purposes, but are information provided for use by Architects and Engineers as an aid in the design of the building and utility distribution systems. Consultant drawings may be submitted for permits or approval by the Architect to authorities having jurisdiction. Consultant drawings in electronic format will not be issued by the Architect or Owner to non-design team third parties, including equipment suppliers, without express written consent of the Consultant.



### OWNERSHIP OF CONTRACT DOCUMENTS.

All Design Documents, Drawings, Specifications, and reference materials generated by the Consultant are solely for the use of the Client in the performance of work covered by this agreement. All such documents are proprietary in nature and shall not be copied, duplicated in any fashion, distributed, displayed for review or otherwise exhibited to any parties not authorized, unless approved in writing by the Consultant.

### TERMS OF PAYMENT.

### APPROVALS.

Approvals are to be given on each phase of the project. Consultant time spent in making requested changes to approved plans and specifications or revisions to plans caused by using incomplete or inaccurate information furnished by others will be charged as additional services at the standard hourly rates.

Payments are net thirty (30) days against monthly billings.

Consultant reserves the right to stop work on the project in the event of a sixty (60) day payment delinquency from date of invoice. In the event of litigation, the laws of the State of Washington shall apply and the prevailing party be awarded attorney's fees and cost.

Should the project be deferred or abandoned, there will be no obligation for payment by the Client for subsequent phases beyond those authorized. Consultant will only bill for time expended and/or actual percentage completed during each phase.

### REIMBURSABLE EXPENSES.

In addition to the fees quoted, out-of-pocket costs to be reimbursed for automobile mileage at the rate set by the United States Federal Government for tax purposes and, if requested, out-of-pocket expenses for common carrier surface or air travel, lodging, and subsistence while traveling. Special mailings, courier charges, printing and copying costs, telephone communications and reproduction of plans and specifications will be charged at cost.

### **ABOUT US.**

Since its inception over forty years ago, Clevenger Associates has grown to be a premier international food service and laundry design consulting organization with offices in Washington, California, New York, Chicago, Iowa and the Philippines.

The firm's expertise is in both the commercial and institutional arenas. Its diversity keeps the company in touch with latest trends in food preferences, equipment development, utility conservation and techniques in food handling.

The company brings to its clientele experiences learned from hundreds of successful facilities designed around the globe and offers a wide scope of consulting and design services.

### PROJECT STAFF.



Brent Hall Principal | Vice President

Brent is supported by a staff of 8 in Seattle plus professionals in offices located in California, Illinois, Iowa, New York and the Philippines. Enhanced Revit and AutoCad software in fully networked computers with high-speed Internet capabilities and web conferencing are in use.

### WHAT SETS US APART.

#### **EXPERIENCE**

For over forty-five years, Clevenger Associates has grown to be a premier international food service and laundry design consulting organization with expertise in the Education, Hospitality, Business & Industry, Healthcare and Government segments, to name a few. Our complete company profile is available upon request.

### **TECHNOLOGY**

Clevenger Associates is a leader in innovative design by staying ahead of the curve with new technology trends. Clevenger Associates adopted Revit as our standard design software early in this industry transition and we are proud to offer Virtual Reality as the next step in communicating design intent and assisting our clients with an in depth understanding of each project.

### **LOCATIONS**

With offices in Washington, California, Iowa, Illinois, New York and the Philippines, we can exceed the demands for the most stringent of design schedules.

### **INSURANCE.**

To protect our clients and fellow design professionals, Clevenger Associates maintains comprehensive insurance in each of the following areas:

| General Liability: \$2,000,000 per Occurrence, \$4,000,000 Aggregate  Professional Liability: \$2,000,000 each claim/annual aggregate  Automobile Liability: \$1,000,000 combined single limit liability \$5,000 medical payments – each insured \$1,000,000 uninsured and underinsured motorists' coverage  Workers Compensation \$1,000,000 each claim/annual aggregate  Excess/Umbrella Liability: \$1,000,000 per Occurrence, \$1,000,000 Annual Aggregate  (Copies of current policies in force will be provided upon request.) |                 |
|--|-----------------|
| \$2,000,000 each claim/annual aggregate  Automobile Liability: \$1,000,000 combined single limit liability \$5,000 medical payments – each insured \$1,000,000 uninsured and underinsured motorists' coverage  Workers Compensation \$1,000,000 each claim/annual aggregate  Excess/Umbrella Liability: \$1,000,000 per Occurrence, \$1,000,000 Annual Aggregate   |                 |
| \$1,000,000 combined single limit liability \$5,000 medical payments – each insured \$1,000,000 uninsured and underinsured motorists' coverage  Workers Compensation \$1,000,000 each claim/annual aggregate  Excess/Umbrella Liability: \$1,000,000 per Occurrence, \$1,000,000 Annual Aggregate  |                 |
| \$1,000,000 each claim/annual aggregate  Excess/Umbrella Liability: \$1,000,000 per Occurrence, \$1,000,000 Annual Aggregate   |                 |
| \$1,000,000 per Occurrence, \$1,000,000 Annual Aggregate   |                 |
| (Copies of current policies in force will be provided upon request.)   |                 |
|  |                 |
| An acceptance of this proposal with your signature in the space provided below is a required to get started. An AIA formatted contract is equally acceptable.  | all that is     |
| Thank you for requesting our proposal and for considering Clevenger Associates. W to the opportunity to work with ARC Architects once again on this project!   | /e look forward |
| Respectively submitted,  |                 |
| Clevenger Associates   |                 |
| Book Mu  |                 |
| Brent Hall Approved PRINCIPAL   VICE PRESIDENT   | Date            |



### Scope and Fee proposal for LEED NC v4 Project Management on the Fircrest Community Center project

presented to ARC on 10/15/2019

| O'Brien & Company Staff                | 2019 Rates |
|--|------------|
| Elizabeth Powers, Principal            | \$175      |
| Michelle Bombeck, Senior Associate     | \$140      |
| Allyson Jackovics, Project Associate 1 | \$115      |
| SCOPE OF WORK                          | Phase Fee  |
| Construction Documents                 | \$22,100   |

- Project management
- -Workshop planning meeting or call with key team members.
- Facilitate a 2.5-3 hour LEED workshop to review project goals and targets and map out a plan for LEEDv4 certification. Deliverables brief meeting notes, a preliminary LEED Scorecard, and an Action Plan of next steps.
- Provide guidance for scope hiring of commissioning professional. Facilitate a LEEDv4 commissioning planning meeting after selection of commissioning professional.
- Plan and coordinate a LEED spec meeting. Provide LEEDv4 Div 01 specification section templates for adaptation by the project specification writer, or review similar sections provided by the specification writer. Provide a memo of recommended language for technical sections and a matrix of sections that need LEED specification language.
- Bi-monthly LEED check-ins. Should be integrated with regular consultant or OAC meetings. Attendance for initial meeting will be in-person, others will be remote via conference call/screenshare. Assuming 6 month phase.
- Provide Innovation in Design Credit Options Memo. Document outlines options for pursuing LEED Innovation credits.
- Conduct a sustainability/LEED Review of 100% DD drawings and provide comments on LEED design issues.
- Conduct a detailed review of drawings and specifications at 50% or 60%. Provide assessment of status of LEED materials credits as shown in specifications and drawings.
- Review 50% or 60% construction drawings against recommended design measures and LEED MEP credits being pursued on the project.
- Back check drawings and specifications for LEED items at 90/95% CDs.
- When all final decisions on LEED points have been made, work with the design team to create LEED site and floor plans that are the basis for documenting multiple credits. Issue LEED Documentation Instructions Memo and LEED Plans to all design and construction team members. Invite all team members to LEED online. Answer questions on the documentation process as needed.
- Develop Owner's Memo detailing owner responsibilities for LEED documentation and implemention. Meet with owner to review. Provide documentation support for Innovation credits based on Owner operational practices, such as Green Housekeeping. Full development of operational plans and green building education programs available as an optional service.
- Provide up to 20 hours of technical assistance for limited research, LEED implementation and call with GBCI, if needed.
- Updated checklist at end of phase.

- Project management
- Provide up to 15 hours of technical assistance to the design team for completing and documenting design phase credits.
- Proven Provider review of all design phase LEED documentation prior to submittal to GBCl and facilitate responses to clarifications during the review process. Does not include time to facilitate any appeals, if needed.
- Conduct an on-site LEED Construction kick-off meeting to review the LEED requirements during construction, LEED submittals required from contractor and LEED best management practices on the job site.
- Monthly LEED check-ins. Should be integrated with regular consultant or OAC meetings. Attendance for two meetings will be inperson, others will be remote via conference call/screenshare. Assuming 18 month phase.
- Review of IAQ and CWM plans.
- Support the project team in review of submittals for materials contributing to LEED credits by answering questions and occasional review of a submittal package. This task does not include serving as primary reviewer of LEED submittals which can be added as an optional task.
- Provide up to 15 hours of technical assistance to the project team for completing and documenting construction phase credits.

#### **Certification and Post Occupancy**

\$3,000

- Final Proven Provider review of all LEED documentation before the LEED certification application is submitted. Facilitate responses to clarifications during the review process. Does not include time to facilitate any appeals, if needed.
- Facilitation of final award of LEED Certification and receipt of the LEED plaque. Provide an electronic copy of all LEED documentation.

|                                 | Total Fixed Fee for Services | \$42,400 |
|---------------------------------|------------------------------|----------|
| Estimated Reimbursable Expenses |                              |          |
| Copy/Printing                   |                              | \$200    |
| Travel                          |                              | \$100    |
| LEED Registration Fee           |                              | \$1,200  |
| Estimated Reimbursable Ex       | penses to O'Brien & Company  | \$1,500  |

#### **Assumptions & Conditions**

- Proposal is for a fixed fee service agreement, plus reimbursable expenses.
- Proposal rates are effective for 90 days from the date of submission.
- Please allow three weeks notice for project start-up.
- Targeting LEED NC, v4 Cert/Silver certification.
- Scope and fee are prepared with understanding based on information provided by the project team at the time of preparing this proposal.
- Energy Modeling and Commissioning is not included in this proposal and will be performed by others.
- Design and Construction complete within 4 years of date of this proposal.

#### Fees paid directly to GBCI for Certification and LEED Plaque (not included in this proposal)

Estimated LEED Certification Fee for Split Submittal

\$3,100

Estimated LEED Plaque cost (depends on type of plaque chosen)

\$500-\$1,000

## EXHIBIT 'A' ARC Architects Fircrest Community Center Scope of Work October 7, 2019

#### **DESCRIPTION:**

In general the scope of work is to provide construction documents and specifications, assist with permit information, prepare documents for bidding, provide construction review and assist with project closeout.

Landscape design oversight will be provided by Bruce Dees, Principal-In-Charge. The landscape design team will be led by Derrick Eberle, Landscape Architect and Project Manager.

The MACC (Maximum Allowable Construction Cost) for the Bruce Dees & Associates (BDA) portion of work is approximately \$446,645.00 (based upon DCW February 25th, 2019 cost estimate).

#### I. MEETINGS

Attend the following meetings:

- 1. One project kickoff meeting with ARC/Client.
- 2. One public meeting.
- 3. One construction document progress meeting with ARC/Client.
- 4. Two team meetings.
- 5. Up to two Steering Committee Meetings
- 6. Building permit pre-application meeting.

#### II. CONCEPTUAL DESIGN

#### 1. Review / Refinement of Completed Design Development Phase:

#### Site Work

In the Conceptual Design Phase, BD&A will confirm or refine the existing Design Development Drawings. A public meeting will be held during this phase. This phase includes the following:

Disciplines Coordination: Coordination with other consultants for the project.

**<u>Document Checking:</u>** Review and coordination of documents prepared for the project.

<u>Permitting Authority Consulting:</u> Research of critical applicable regulations, applicable laws, statutes, regulations, and codes to BDA work.

Client Data Coordination: Review and coordinate data furnished for the project by the Client.

<u>Civil / Electrical Design:</u> Coordinate landscape underground and surface appurtenances with other site work and others.

Site Design: Coordinate landscape with civil/site design documents.

<u>LEED Compliance:</u> Coordinate with the design team LEED consultant to set LEED goals for the BDA portion of work

#### 2. Deliverables

• One set conceptual design plans, elevations, and sections.

#### II. CONSTRUCTION DOCUMENTS

#### 1. CD Sheet Set Up

#### Design Standards

- Design standards shall be per adopted City of Fircrest and/or Pierce County standards as required.
- Documentation and drawings required for SWPPP and NPDES provided by the Civil Engineer.

#### **Construction Drawings**

Work will entail:

Coordination with the project team on:

- 1. Clearing and demolition plans BDA and/or Civil
- 2. TESC Civil
- 3. Layout and material plans BDA
- 4. Grading and drainage plans BDA and Civil
- 5. Domestic water and Sanitary Sewer plans Civil
- 6. Irrigation plans BDA
- 7. Planting plans BDA

Based on the design development decisions, final construction plans will be prepared on the electronic base drawings. Construction drawings will be developed based on a grid of 1'' = 20'.

#### 2. 60%, 80%, 95% & Bid Set Drafting/Review/Specifications

#### <u>Technical Specifications</u>

- 1. Technical specifications for the work will be developed in the CSI (Construction Specification Institute) format.
- 2. Assist in establishing a base bid and alternates and write the description for alternate bid work.
- 3. Provide input into Division 1 as appropriate.
- 4. Provide input into Division 0 as appropriate.

#### Reviews – Construction Document Phase

We will submit formal review construction drawings at 60%, 80%, and 95%.

- 1. Construction document coordination meetings as required.
- 2. Submit documents for ARC/Client review.
- 3. Review document comments.
- 4. Submit final Bid Set documents.

#### 3. Cost Estimate

Estimates of probable construction costs will be provided at 60% review. A final estimate of probable construction cost will be prepared prior to finalizing a bid proposal format. This estimate will be the basis for establishing the lump sum bid proposal, base bid, and alternates.

#### 4. Permit Documents

Preparation of permit documents will be by others; BDA will assist with permit documentation as appropriate.

#### 5. Deliverables

- One set of drawings and specifications for permit submittal and one round of permit review comment revisions.
- One set construction document plans and technical specifications at 60%, 80%, 95% and bid set.
- Estimate of probable construction cost 60% and bid set.

#### IV. BIDDING PHASE

- 1. Assist in preparing bid documents.
- 2. Attend an on-site pre-bid conference.
- 3. Respond to bidder questions related to BDA work.
- 4. Prepare addendums if required or BDA work.
- 5. Review all bid proposals regarding BDA work.
- 6. Review contractor qualifications regarding BDA work.
- 7. Attend a pre-construction conference with the contractor and the Client.

#### Products:

1. Complete construction documents for BDA work ready for advertisement, reproduction, and disk of the drawings, and specifications.

Note: All printing costs for bidding will be paid for by the Client.

#### V. CONSTRUCTION ADMINISTRATION

#### 1. Construction Review

It is anticipated that construction will be completed in within a three-month period for BDA work. Construction review time will be provided on a periodic basis and will include:

- Attend construction review meetings as appropriate.
- Conduct surveillance of construction to include periodic visits to the site to observe the progress and quality of the work.

#### 2. Submittal Review

Review for approval or disapproval submittals of materials and equipment related to our scope of work that are submitted by the Contractor.

#### 3. RFI Response

Respond to RFI's as required for items related to BDA work.

#### 4. Design Clarifications / Proposals Requests / Field Authorizations

Monitor construction progress and quality with decisions relative to contract performance. Document progress with reports as appropriate.

#### 5. Evaluate Change Proposals / Orders

Issue instructions to the Contractor and prepare field directives and change orders, if applicable via ARC.

Review the contractor's work and approve or disapprove work in conformance with the contract documents.

#### 6. Assistance in Evaluating Pay Requests

Review contract payment requests for BDA work.

#### VI. PROJECT CLOSEOUT

#### 1. Review Completed Work and Develop Punchlist

Conduct a final review and prepare punchlist.

#### 2. Back Check Punchlist

Conduct a final review of punchlist items and recommend acceptance.

#### 3. Final Submittals

Review project closeout documents such as guarantees, warranties, and legal documents associated with our scope of work.

#### PROVIDED BY CLIENT/OWNER

#### 1. Site Access

Rights-of-entry upon all lands necessary for the performance of the above described Scope of Services.

#### 2. Geotechnical Investigation

The Client will provide a geotechnical study if required and any testing that may be required for design or during construction.

#### 3. Special Inspection/Testing

The Client will obtain and pay for any special inspections including compaction and concrete and asphalt during construction.

#### 4. Daily Inspection & Required Test Witnessing

The Client will conduct daily inspection and test witnessing for the irrigation pressure tests, and any domestic water testing that may be required.

#### 5. Topographic Survey

The Client will provide a recent field topographic and boundary survey following the BDA checklist, in AutoCAD format.

#### **EXTRA WORK**

#### 1. Expanded Scope of Work

If during the course of the project, the Client elects to expand the MACC or the Scope of Work, design fees for the additional work shall be negotiated.

#### 2. Extra Work

Any work not included in this Scope of Work or any meeting(s) in addition to those listed in the Scope of Work shall be considered extra work. No extra work shall be commenced without written authorization from the Client.

#### 3. Phased Development

The Scope of Work is based one phase of construction. In the event the Client elects to divide the project into additional construction phases, the fees for additional work to prepare the additional construction documents, bidding, and construction review shall be negotiated.

#### 4. Additional Construction Review

In the event the estimated construction review time is exceeded as a result of the time of completion being extended, fees for the additional time and expenses shall be negotiated.

### **FEES**

The above Scope of Work shall be provided on a Lump Sum basis with payments made each month on the percent complete as follows:

| Phase I                               | Percent | Fee         |
|---------------------------------------|---------|-------------|
| I. Meetings                           | 8%      | \$4,000.00  |
| II. DD Recap / LEED                   | 16%     | \$8,000.00  |
| III. Construction Documents           | 43%     | \$21,500.00 |
| IV. Bidding                           | 5%      | \$2,500.00  |
| V. Construction Administration        | 24%     | \$12,000.00 |
| VI. Project Closeout                  | 4%      | \$2,000.00  |
| Subtotal                              | 100%    | \$50,000.00 |
| Subconsultants: Irrigation Consultant |         | \$3,450.00  |
| <b>Grand Total</b>                    |         | \$53,450.00 |



October 9, 2019

Stan Lokting
ARC Architects
119 S Main St #200
Seattle, WA 98104

**RE: Fircrest Community Center** 

FPSEA-2018-0122a

Dear Stan Lokting,

Thank you for inviting our team to submit a proposal for Cost Consulting services on this project.

My understanding of the scope of services to be provided is incorporated into the attached assumptions as detailed in Schedule 1. The proposed fees in Schedule 2 assume these terms & conditions will be in effect for the provision of our services, and we reserve the right to adjust our fee should these be changed, or should we be required to execute a different contract between us.

I look forward to the opportunity of assisting you on this particular project. If you have any questions regarding these fees or the scope of our services, please do not hesitate to contact me. If you are in agreement with the scope, fees and contract terms, please sign as indicated, retain a copy and return the signed copy.

Sincerely,

Trish Drew, CPE, LEED AP

**Managing Director** 

#### **SCHEDULE 1**

#### DCW COST MANAGEMENT, LLC's Basic Services

#### **Project Description:**

We understand that the project comprises cost planning for the Fircrest Community Center located at 555 Contra Costa Ave, Fircrest, WA. The cost study scope of work includes costing phase two design development level documents for the community center.

#### **Detailed Scope of Work:**

**Phase Two: Community Center** 

#### Task 4 Design Development

- Prepare an opinion of probable construction costs during this stage including all elements as necessary for a complete cost estimate. The cost estimate will be prepared in Uniformat II component format.
- Prepare a final revision to the opinion of probable construction cost after review and commentary by the team.
- Provide ongoing cost advice throughout the design period to evaluate alternative designs, materials and methods of construction.

#### **SCHEDULE 2**

#### Fee Schedule

#### Fee Breakdown

| Phase Two: Community Center | HRS | RATE  | SUM        |
|-----------------------------|-----|-------|------------|
| Task 4                      | 30  | \$165 | \$4,950.00 |
| SUM Total                   | 30  |       | \$4,950.00 |

The services in the scope of work (Attachment 1) will be performed on an **Hourly Basis NTE (not to exceed)** the amount of **\$4,950**.

The fees are valid for ninety days from the date of this proposal. Should any of the above tasks be deleted from our scope of services, we reserve the right to adjust the above fees, to reflect possible resultant changes to the scope of the remaining service.

The fee assumes that drawings, specifications and reports required for the performance of our work will be provided electronically, at no cost to DCW Cost Management, LLC. Should you require printed copies of our opinions of probable construction cost, this fee assumes that we will provide a maximum of six copies of each report.

(end of page)

#### **SCHEDULE 3**

#### **DCW COST MANAGEMENT, LLC Current Hourly Rate Schedule**

All other services not detailed above, including additional estimates, further revisions to completed estimates, use of different estimating formats, additional meeting attendance, value engineering, reconciliation with cost estimates prepared by other parties beyond that specifically included above, or bidding and construction phase services will be considered additional services. Unless otherwise agreed prior to the work being carried out, our fees for any additional services will be based on time expended at our normal billing rates prevailing at the time the work is carried out. Currently, these hourly rates are:

|                      | Bill Rate           |
|----------------------|---------------------|
| Directors            | \$175.00            |
| Specialists          | \$165.00- \$175.00  |
| Cost Estimators*     | \$150.00 - \$165.00 |
| Clerical             | \$ 85.00            |
| Deposition and Trial | Additional 50%      |

<sup>\*</sup>Primary work performed by Cost Estimators

**Confirmation of Agreement:** This letter correctly sets out the scope and fees to be provided by DCW Cost Management, LLC for the proposed project.

DCW COST MANAGEMENT, LLC. Client: ARC Architects

DATE: 10/9/2019 DATE:

By: Trish Drew By: Stan Lokting

Its: Managing Director Its:

**NEW BUSINESS:** Geotechnical Services Change Order

ITEM 10B.

FROM: Scott Pingel, City Manager

RECOMMENDED MOTION: I move to adopt Resolution No. \_\_\_\_\_ authorizing the City Manager to execute a contract change order for additional geotechnical services for the Fircrest Pool and Bathhouse project with GeoEngineers, Inc.

**PROPOSAL:** The Council is being asked to authorize the City Manager to execute contract change order #1 for additional geotechnical services needed for the Pool and Bathhouse project.

**FISCAL IMPACT:** The estimated fees for this work are \$16,750, which falls into the soft costs portion for the Pool and Bathhouse project. This additional work and cost estimate still fall within the architect's estimate for the work.

**ADVANTAGE:** Geotechnical expertise provides the project with essential observation and evaluation of much of what the public would not see under the pool and bathhouse, but that are essential to sound structures.

**DISADVANTAGES:** None identified.

ALTERNATIVES: None identified.

HISTORY: It was anticipated when the original agreement with GeoEngineers was approved that once work started, it was likely that the necessary geotechnical work would increase. The initial fee estimate included in the agreement was based on providing 14 part-time site visits. During earthwork construction and observation of soil and groundwater conditions, GeoEngineers' time spent on site was much more than anticipated. Additional time was primarily related to the necessary over-excavation of foundation bearing surfaces and the additional documentation of soil removal quantities and observation of fill placement below water. Per the Change Order #1 estimate, additional work will consist of:

- Observing preparation of final building pad subgrade including placement of structural fill and/or capillary break materials.
- Observing preparation of the pool subgrade.
- Observing placement and compaction of structural fill behind completed pool walls.
- Evaluating prepared subgrade for parking and sidewalk areas prior to placement of pavements.

**ATTACHMENTS**: Resolution

Change Order #1

#### CITY OF FIRCREST 1 RESOLUTION NO. 2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, AUTHORIZING THE CITY MANAGER 3 TO EXECUTE A CONTRACT CHANGE ORDER FOR ADDITIONAL GEOTECHNICAL SERVICES FOR THE FIRCREST POOL AND 4 BATHHOUSE PROJECT WITH GEOENGINEERS, INC. 5 WHEREAS, the City of Fircrest recently awarded the construction contract for the Pool and 6 Bathhouse project to Kassel & Associates and subsequently contracted with GeoEngineers, Inc. for geotechnical services; and 7 WHEREAS, the City has a need for geotechnical construction observation services to ensure 8 soils and fill are sound along with building foundation elements that will be built on the soils and fill; and 9 WHEREAS, the City has a need for additional geotechnical work, including observing 10 preparation of final building pad subgrade including placement of structural fill and/or 11 capillary break materials, observing preparation of the pool subgrade, observing placement and compaction of structural fill behind completed pool walls, and evaluating prepared 12 subgrade for parking and sidewalk areas prior to placement of pavements. 13 WHEREAS, GeoEngineers, Inc. has the required experience and expertise to provide such services. Now, Therefore 14 BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST: 15 **Section 1.** The City Manager is hereby authorized and directed to execute a contract change 16 order for additional geotechnical services for the Fircrest Pool and Bathhouse project with GeoEngineers, Inc. 17 APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF 18 FIRCREST, WASHINGTON, at a regular meeting thereof this 12th day of November 19 2019. 20 **APPROVED:** 21 22 Hunter T. George, Mayor 23 ATTEST: 24 25 Jessica Nappi, City Clerk 26 APPROVED AS TO FORM: 27 28 29 Michael B. Smith, City Attorney

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1101 South Fawcett Avenue, Suite 200 Tacoma, Washington 98402 253.383.4940

October 18, 2019

City of Fircrest 115 Ramsdell Street Fircrest, Washington 98466

Attention: Scott Pingel

### Additional Services, Change Order No. 1 File No. 4369-005-02

This confirms Change Order No. 1 between the City of Fircrest and GeoEngineers, Inc. for geotechnical engineering services related to the Fircrest Pool and Bathhouse project located at 555 Contra Costa Avenue in Fircrest, Washington. Our original agreement between the City of Fircrest and GeoEngineers for this service is dated August 26, 2019.

#### **DEWATERING**

During project development, we were requested to help manage dewatering efforts with the contractor and design team. We were also requested to provide our opinions and additional consultation on groundwater conditions at the site and potential wet conditions within excavations during construction. We discussed subsurface conditions with our hydrogeologist, discussed options for dewatering with the project team, answered questions and assisted in developing appropriate fill requirements for placement below water. This included aiding the contractor and project team on decisions of subgrade preparation and import fill material. We have separated out the majority of this work and labeled it as "Task 200. Dewatering Services".

#### **GENERAL SITE DEVELOPMENT**

Our initial fee estimate included in our agreement was based on providing 14 part-time site visits. During earthwork construction and observation of soil and groundwater conditions, our time spent on site was more than we had estimated. The additional time was primarily related to overexcavation of foundation bearing surfaces, additional documentation of soil removal quantities and observation of fill placement below water. Some visits required our presence near full time.

#### **ANTICIPATED FUTURE SERVICES**

Based on our discussions with Kassel (site general contractor), and overall understanding of project goals for site development, we anticipate additional site visits for geotechnical observation will consist of the following:

- Observing preparation of final building pad subgrade including placement of structural fill and/or capillary break materials.
- Observing preparation of the pool subgrade.
- Observing placement and compaction of structural fill behind completed pool walls.
- Evaluating prepared subgrade for parking and sidewalk areas prior to placement of pavements.

For the above services, we have allocated an additional five to six part-time site visits to observe conditions and provide recommendations, consultation and field reporting/documentation. We have also allocated a budget contingency to provide any additional assistance, if needed, such as more site visits, phone conversations, electronic mails and/or attending meetings.

If these services are not needed, we would not use either all or a part of the contingency estimate provided. We provide the following breakdown below:

| Description   | <b>Estimated Fees</b> |
|---|-----------------------|
| Dewatering Services (designated as Task 200)                            | \$6,750               |
| Additional Construction Observation Services (continuation of Task 100) | \$8,000               |
| Contingency (if needed)   | \$2,000               |
| Subtotal for Change Order No. 1   | \$16,750              |
| Original Authorized Budget  | \$17,350              |
| Total Revised Budget  | \$34.100              |

The professional services listed above will be provided in accordance with the terms in the City of Fircrest Professional Services Agreement Fircrest Pool and Bathhouse Geotechnical Services" contract dated August 26, 2019. The fee for the additional services described above will be determined on a time-and-expense basis using the rates indicated on our Schedule of Charges provided with the Agreement.

We appreciate the opportunity to continue working with you on this project and look forward to completion of a successful project. If you have any questions regarding this Change Order 1 or the services described, please do not hesitate to contact us, either Stuart Thielmann or D.J. Thompson at 253.383.4940.

By signature below, Client accepts the scope of services and all terms described herein. In addition, Client's signature shall constitute as authorization to proceed on the date listed below Client's printed/typed name unless such authorization has been separately provided in writing.

| GeoEngineers, inc.       | City of Fircrest                        |
|--------------------------|---|
| *AUTHORIZING SIGNATURE   | *AUTHORIZING SIGNATURE                  |
| Dennis (DJ) Thompson, PE |   |
| TYPED OR PRINTED NAME    | TYPED OR PRINTED NAME                   |
| October 18, 2019         |   |
| DATE                     | DATE                                    |
|                          | *Individual with contracting authority. |

Disclaimer: Any electronic form, facsimile or hard copy of the original document (email, text, table, and/or figure), if provided, and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

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Please return one signed copy of this agreement for our files. Thank you.

SST:DJT:tt



**NEW BUSINESS:** Art Donation Agreement

ITEM 10C.

FROM: Scott Pingel, City Manager

RECOMMENDED MOTION: I move to adopt Resolution No. \_\_\_\_\_ authorizing the City Manager to execute an agreement with the Kokich family to accept two bronze sculptures and adhere to the conditions of the art donation.

**PROPOSAL:** The Council is being asked to authorize the City Manager to execute an agreement with the Kokich family to accept the bronze sculptures per the agreement and adhere to the conditions of the art donation.

**FISCAL IMPACT:** There is no initial fiscal impact; however, the City will incur costs as part of the Pool and Community Center project as we figure out where to locate the sculptures.

**ADVANTAGE:** This art donation adds to the feel of Fircrest, and will provide beauty and history to the new pool and community center complex.

**DISADVANTAGES:** None identified.

**ALTERNATIVES:** None identified.

**HISTORY:** This past summer, Marilyn Kokich reached out to the City to inquire if the City would be interested in a bronze sculpture or two that were located in her backyard. The sculptures were in the likenesses of her four children and essentially life-size. In consultation with the City Council, the City decided to accept two sculptures. Upon delivering the sculptures to the City, Mrs. Kokich provided the agreement, which laid out the what the City had already verbally agreed to. It is put before the City Council now to formalize approval of the agreement.

ATTACHMENTS: Resolution

Agreement

**CITY OF FIRCREST** 1 RESOLUTION NO. 2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON AUTHORIZING THE CITY MANAGER TO EXECUTE 3 AN AGREEMENT WITH THE KOKICH FAMILY TO ACCEPT TWO BRONZE SCULPTURES AND ADHERE TO THE CONDITIONS OF THE 4 ART DONATION. 5 WHEREAS, Marilyn Kokich wishes to donate two Larry Anderson bronze sculptures in likeness 6 of her children to the City of Firerest for the use of public art; and 7 WHEREAS, the City of Fircrest is willing to accept the donations under the terms and conditions of the art donation agreement; and 8 WHEREAS, the City of Fircrest recognizes the benefits of beautification of its public areas and 9 importance of arts and culture to a vibrant, healthy, and sustainable community. Now, Therefore, 10 BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST: 11 Section 1. The City Manager is hereby authorized and directed to execute the agreement with the Kokich family to accept two bronze sculptures and adhere to the conditions of the art donation. 12 APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, 13 WASHINGTON, at a regular meeting thereof this 12th day of November 2019. 14 **APPROVED:** 15 16 Hunter T. George, Mayor 17 ATTEST: 18 19 City Clerk 20 21 APPROVED AS TO FORM: 22 23 Michael B. Smith, City Attorney 24 25 26 27 28 29

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#### **Art Donation Agreement**

Marilyn and Vince Kokich commissioned four bronze sculptures by Larry Anderson, a local well-known artist, in likeness of their four children when each was approximately 10 – 12 years old. The four sculptures have been in the backyard of the Kokich home in Fircrest, Washington, since they were completed in 1998.

Marilyn is in the process of downsizing, has recently sold her home in Fircrest and wishes to gift the sculptures to public locations in the Tacoma / Pierce Country area so that they may be enjoyed by the public for years to come. She does not want the sculptures to be purchased by or donated to private individuals.

#### The sculptures are described below:

- "Vince" boy with a baseball mitt, 52 inches high
- "Mary" girl with a teddy bear and puppy, 47 inches high
- "Obie" boy with a fishing pole, 56 inches to the top of the fishing pole (needs a protected location)
- "Marija" girl with a soccer ball, 44 inches tall

#### Marilyn Kokich agrees to:

- 1. Have an appraisal of all four bronze sculptures done before they are moved.
- 2. Gift two bronze sculptures titled "Vince," and "Marija" to The City of Fircrest.
- 3. Pay for the expense of transporting the two sculptures to the designated location determined by the City of Fircrest.

#### The City of Fircrest agrees to:

- 1. Pay for the expense of installing the sculptures when the new Fircrest Community Center is completed in early 2022.
- 2. Not sell, give or gift either sculpture to a private individual.
- 3. Provide regular maintenance of the sculptures.
- 4. Place a plaque next to each sculpture with its namesake, recognition to the Kokich. Family for making the donation and the date.

| "Vince"                                 |
|---|
| Generously Donated by the Kokich Family |
| August 2019                             |

"Marija"
Generously Donate by the Kokich Family
August 2019

| Marilyn Kokich | Scott Pingel, City Manager, City of Fircrest |  |
|----------------|--|--|
|                |  |  |
| Date:          | Date:  |  |

**NEW BUSINESS:** December 24, 2019 Regular Meeting Date/Time Change

ITEM 10D.

FROM: Scott Pingel, City Manager

RECOMMENDED MOTION: I move to adopt Resolution No. \_\_\_\_\_ changing the date of the December 24, 2019 regular meeting to December 30, 2019 and the time of the said meeting from 7:00 P.M. to 4:00 P.M.

**PROPOSAL:** The Council is being asked to adopt a resolution changing the date of the December 24, 2019 regular Council meeting to December 30, 2019 and the time of this meeting from 7:00 P.M. to 4:00 P.M. Should the Council approve this resolution, copies of the resolution will be posted at the City Hall and other Council-approved public posting places per the Fircrest Municipal Code 2.12.010.

FISCAL IMPACT: None.

**ADVANTAGE:** Allows the Council to conduct its regularly scheduled meeting at an earlier time of day.

**DISADVANTAGES:** None known.

**ALTERNATIVE:** Council could choose to not change the meeting time of the December 24, 2019 regular Council meeting time.

**HISTORY:** At the September 24, 2019 regular Council meeting, there was a general Council consensus to change the date and time of the December 24, 2019 regular meeting to December 30, 2019 at 4:00 P.M.

**ATTACHMENT:** Resolution

#### CITY OF FIRCREST 1 **RESOLUTION NO.** 2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, CHANGING THE DATE AND TIME OF 3 THE DECEMBER 24, 2019 7:00 P.M. REGULAR COUNCIL MEETING 4 TO DECEMBER 30, 2019 4:00 P.M. 5 WHEREAS, Firerest Municipal Code 2.12.010 Date and Time of Meetings states: "The City Council shall hold regular meetings on the second and fourth Tuesdays of each month of each 6 calendar year, beginning at 7:00 p.m. unless otherwise determined by the City Council. The Council may cancel one regular meeting during any month by adoption of a resolution to such effect at least 10 days in advance of the meeting to be canceled. In the event any regular 8 meeting is so canceled, copies of the resolution shall be posted at the City Hall and other council-approved public posting places. In the event any such meeting date falls on a legal holiday, such meeting shall be held on the day following, unless rescheduled to another day or canceled as provided hereunder."; and 10 WHEREAS, the Fircrest City Council desires to conduct its December 24, 2019 regular 11 Council meeting to December 30, 2019 at 4:00 P.M. Now, Therefore, 12 BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST: 13 Section 1. The date of the December 24, 2019 regular Council meeting will to December 30, 14 2019. 15 Section 2. The time of the December 24, 2019 regular Council meeting will change from 7:00 P.M. to 4:00 P.M. 16 17 **Section 3.** Copies of the resolution will be posted at the City Hall and other Council-approved public posting places per the Fircrest Municipal Code 2.12.010. 18 APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF 19 FIRCREST, WASHINGTON, at a regular meeting thereof this 12th day of November 2019. 20 **APPROVED:** 21 22 Hunter T. George, Mayor 23 ATTEST: 24 25 Jessica Nappi, City Clerk 26 27 **APPROVED AS TO FORM:** 28 29 Michael B. Smith, City Attorney 30

31

**NEW BUSINESS:** Landscaping Maintenance Services Contract Amendment

ITEM 10E.

FROM: Colleen Corcoran, Finance Director

RECOMMENDED MOTION: I move to adopt Resolution No. \_\_\_\_\_ authorizing the City Manager to amend the landscape maintenance contract with Greenleaf Landscaping, Inc. to provide landscape maintenance services for the City of Fircrest through December 31, 2020.

**PROPOSAL:** The Council is being asked to authorize an amendment for landscape maintenance services with Greenleaf Landscape, Inc. extending the term of said agreement through December 31, 2020 and increasing the amount of the contract to \$47,241 plus tax. The contract amount for the current year is \$46,428.36. The \$812.64 increase is a 1.75% increase in the contract.

**FISCAL IMPACT:** The 2020 Preliminary Budget includes funds for this expenditure.

**ADVANTAGE:** Greenleaf Landscaping, Inc. has provided the City with good service in the past. They have experience with our landscaping needs. They have also done tree pruning and maintenance of our street trees.

**DISADVANTAGES:** Monitoring contractor performance involves some commitment of staff time. It is anticipated that this will not consume a large amount of time with this vendor.

**ALTERNATIVES:** None that are feasible.

HISTORY: The City of Fircrest has been using Greenleaf Landscaping, Inc. since 2015. The current contract was originally adopted on February 27, 2018 with a term of March 1, 2018 through December 31, 2018 (10 months). It also includes a renewal clause to extend the term yearly. Either party can terminate the contract with a 30-day written notice. The first amendment dated October 23, 2018 extended the term to December 31, 2019. This amendment is for a one-year term beginning January 1, 2020 through December 31, 2020.

**ATTACHMENTS**: Resolution

Contract Amendment

| 1  | CITY OF FIRCREST RESOLUTION NO  |  |  |  |
|----|---|--|--|--|
| 2  | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST,   |  |  |  |
| 3  | WASHINGTON AUTHORIZING THE CITY MANAGER TO AMEND THE LANDSCAPE MAINTENANCE CONTRACT WITH GREENLEAF                        |  |  |  |
| 4  | LANDSCAPING, INC. TO PROVIDE LANDSCAPE MAINTENANCE SERVICES FOR THE CITY OF FIRCREST THROUGH DECEMBER 31,                 |  |  |  |
| 5  | 2020.   |  |  |  |
| 6  | WHEREAS, the City of Fircrest has need of landscape maintenance services; and   |  |  |  |
| 7  | WHEREAS, Greenleaf Landscaping, Inc. has the required experience and expertise to provide such services; and              |  |  |  |
| 9  | <b>WHEREAS</b> , the City of Fircrest desires to maintain these services for as long as necessary. Now, Therefore,        |  |  |  |
| 10 | BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:   |  |  |  |
| 11 | Section 1. The City Manager is hereby authorized and directed to execute the agreement with                               |  |  |  |
| 12 | Greenleaf Landscaping, Inc. to provide landscape maintenance services for the City of Firerest through December 31, 2020. |  |  |  |
| 13 | APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST  |  |  |  |
| 14 | WASHINGTON, at a regular meeting thereof this 12th day of November 2019.  |  |  |  |
| 15 | APPROVED:   |  |  |  |
| 16 |   |  |  |  |
| 17 | Hunter T. George, Mayor   |  |  |  |
| 18 | ATTEST:   |  |  |  |
| 19 |   |  |  |  |
| 20 | City Clerk  |  |  |  |
| 21 | City Cierk  |  |  |  |
| 22 | APPROVED AS TO FORM:  |  |  |  |
| 23 |   |  |  |  |
| 24 | Michael B. Smith, City Attorney   |  |  |  |
| 25 |   |  |  |  |
| 26 |   |  |  |  |
| 27 |   |  |  |  |
| 28 |   |  |  |  |
|    |   |  |  |  |

### AMENDMENT #2 TO THE CITY OF FIRCREST

### PROFESSIONAL SERVICES AGREEMENT WITH GREENLEAF LANDSCAPING, INC. TO PROVIDE LANDSCAPING MAINTENANCE SERVICES.

This amendment is hereby made and entered into this 12th day of November 2019, by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the "City" and Greenleaf Landscaping, Inc., hereinafter referred to as "Contractor", to be effective January 1, 2020.

#### WITNESSETH:

#### 1. Purpose

**ATTEST:** 

City Clerk

By:

The purpose of this first amendment is to amend the February 27, 2018 agreement. This amendment is limited to the amendments as set forth herein. All of the remaining terms and conditions of the February 27, 2018 agreement as amended shall remain in full force and effect. The amendments are as follows:

#### 2. Term of Agreement is hereby amended to read as follows:

Notwithstanding, the date of execution hereof, this Agreement shall be in effect January 1, 2020 to December 31, 2020 and may be renewed yearly. This contract may be terminated by either party with a thirty (30) day written notice.

#### 3. Payment is hereby amended to read as follows:

Upon receipt of an invoice from the Contractor, progress payments may be made on a monthly basis for work completed. Each invoice shall itemize by site and date the work performed and include the 'Affidavit of Wages Paid' that was filed with State of Washington Department of Labor and Industries. The total cost for services shall not exceed \$47,241 plus sales tax (code 2707).

**IN WITNESS WHEREOF**, the parties to these presents have executed this contract in three counterparts, each of which shall be deemed as originals, in the year and day first above mentioned.

| CITY OF FIRCREST     | GREENLEAF LANDSCAPING, INC. |
|----------------------|-----------------------------|
| By:City Manager      | By:                         |
| APPROVED AS TO FORM: |                             |
| By:City Attorney     |                             |