

**FIRCREST CITY COUNCIL
REGULAR MEETING AGENDA**

**TUESDAY, AUGUST 25, 2020
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 & Community Center Project
- 5. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA**

(Please email the City Clerk if you would like to make a public comment. Your comment will be read into the record at the appropriate time. JWESTMAN@CITYOFFIRCREST.NET)
- 6. COMMITTEE, COMMISSION & LIAISON REPORTS**
 - A. Parks & Recreation
 - B. Pierce County Regional Council
 - C. Public Safety, Courts
 - D. Street, Water, Sewer, and Storm Drain
 - E. Other Liaison Reports
- 7. CONSENT CALENDAR**
 - A. Approval of [vouchers](#)/payroll checks
 - B. Approval of Minutes: [August 11, 2020, Regular Meeting](#)
- 8. PUBLIC HEARING 7:15 P.M. OR SOON THEREAFTER**
- 9. UNFINISHED BUSINESS**
- 10. NEW BUSINESS**
 - A. [Resolution: Approval of Award of Construction of Community Center Project](#)
 - B. [Resolution: Approval of Amendment #2 to the Contract with Parametrix for Inspection and Reporting Services](#)
 - C. [Resolution: Approval of Amendment #1 to the Contract with MTC-Inc. for Special Inspection and Materials Testing Services](#)
 - D. [Resolution: Approval of Interlocal Agreement with Pierce County Flood Control District for use of the Opportunity Fund](#)
 - E. [Resolution: Approval of the RCO applications](#)
- 11. CITY MANAGER COMMENTS**
- 12. DEPARTMENT HEAD COMMENTS**
- 13. COUNCILMEMBER COMMENTS**
- 14. EXECUTIVE SESSION**
 - A. Labor Negotiation
- 15. ADJOURNMENT**

COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON AGENDA

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo	
22725	08/19/2020	08/25/2020	9318	ABC Imaging of Washington, Inc.	908.89	P#64 Community Center Drawing Prints
594 76 62 03	Buildings & Structures	301 000 594	Park Bond Capi	908.89	P#64 Community Center Drawing Prints	
22721	08/19/2020	08/25/2020	4298	AWC Employee Benefit Trust	742.50	September 2020 Retired Medical
521 22 20 01	LEOFF I Medical Premium	001 000 521	General Fund	742.50	09/2020 Retired Medical	
22678	08/18/2020	08/25/2020	3705	Alpine Products Inc	431.64	Yellow Paint For Street Markings
542 30 31 02	Oper Supplies - Street Reg	101 000 542	City Street Fun	431.64	Yellow Paint For Street Markings	
22662	08/11/2020	08/25/2020	6241	Baldyga, William	62.16	07-00328.2 - 1447 EDWARDS AVE
343 10 00 00	Storm Drain Fees & Charge	415 000 340	Storm Drain	-34.27		
343 40 00 00	Sale Of Water	425 000 340	Water Fund (de	-11.74		
343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (de	-16.15		
22661	08/11/2020	08/25/2020	8194	Barta, Joshua	118.86	03-02330.1 - 443 ALAMEDA AVE
343 10 00 00	Storm Drain Fees & Charge	415 000 340	Storm Drain	-45.25		
343 40 00 00	Sale Of Water	425 000 340	Water Fund (de	-19.58		
343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (de	-54.03		
22687	08/18/2020	08/25/2020	4281	Builders Exchange Of Washington Inc	84.35	P#62 Alameda Grind & Overlay And P#63 Emerson Sidewalk Projects Posted Online
595 10 63 06	Project Eng	101 000 594	City Street Fun	46.85	P#63 Emerson Sidewalk Project Posted Online	
595 10 63 06	Project Eng	101 000 594	City Street Fun	37.50	P#62 Alameda Grind & Overlay Project Posted Online	
22683	08/18/2020	08/25/2020	3994	CenturyLink	1,370.70	Telecommunications August 2020
518 10 42 00	Communication - Non Dep	001 000 518	General Fund	69.06	CH Prim 911 08/2020	
518 10 42 00	Communication - Non Dep	001 000 518	General Fund	69.07	CH Message 08/2020	
518 10 42 00	Communication - Non Dep	001 000 518	General Fund	69.06	CH Alarm 08/2020	
518 10 42 00	Communication - Non Dep	001 000 518	General Fund	448.79	Circuit Line / PRI Line 08/2020	
518 10 42 00	Communication - Non Dep	001 000 518	General Fund	156.71	DID 08/2020	
521 22 42 00	Communication - Police	001 000 521	General Fund	142.89	Police BA Machine / Modem 08/2020	
531 50 42 00	Communication - Storm	415 000 531	Storm Drain	34.53	PW Alarm & Prim 911 08/2020	
531 50 42 00	Communication - Storm	415 000 531	Storm Drain	17.27	PW Fax 08/2020	
534 10 42 00	Communication - Water	425 000 534	Water Fund (de	34.53	PW Alarm & Prim 911 08/2020	
534 10 42 00	Communication - Water	425 000 534	Water Fund (de	32.50	PW DSL / Telemetry 08/2020	
534 10 42 00	Communication - Water	425 000 534	Water Fund (de	17.27	PW Fax 08/2020	
535 10 42 01	Communication - Sewer	430 000 535	Sewer Fund (de	34.53	PW Alarm & Prim 911 08/2020	
535 10 42 01	Communication - Sewer	430 000 535	Sewer Fund (de	32.50	PW DSL / Telemetry 08/2020	
535 10 42 01	Communication - Sewer	430 000 535	Sewer Fund (de	17.27	PW Fax 08/2020	
542 30 42 00	Communication - Street	101 000 542	City Street Fun	34.54	PW Alarm & Prim 911 08/2020	

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542 30 42 00	Communication - Street		101 000 542 City Street Fun	17.27	PW Fax 08/2020
576 80 42 00	Communication - Parks		001 000 576 General Fund	69.07	REC Alarm 08/2020
576 80 42 00	Communication - Parks		001 000 576 General Fund	73.84	Parks Prim 911 08/2020
22703	08/18/2020	08/25/2020	331 Cheesman, John G	97.21	Lunch For Interview Oral Board 7/29/20
521 10 49 01	Meals-Other Than Travel/T		001 000 521 General Fund	97.21	Lunch For Interview Oral Board 7/29/20
22682	08/18/2020	08/25/2020	4313 Chuckals Inc	347.74	Central Supplies
518 10 34 01	Central Office Supplies		001 000 518 General Fund	347.74	Central Supplies
22709	08/19/2020	08/25/2020	4313 Chuckals Inc	126.21	Disinfectant Spray (COVID-19 Expense)
518 10 34 01	Central Office Supplies		001 000 518 General Fund	126.21	Disinfectant Spray (COVID-19 Expense)
			Total Chuckals Inc	473.95	
22722	08/19/2020	08/25/2020	4324 City Treasurer-City of Tacoma	56,345.11	Fire / EMS September 2020
522 20 40 00	Tacoma Contract - Fire		001 000 522 General Fund	28,411.43	Fire 09/2020
522 20 41 00	Tacoma Contract - EMS		001 000 522 General Fund	27,933.68	EMS 09/2020
22732	08/19/2020	08/25/2020	4318 City of Fircrest Treasurer	13,406.25	August 2020 Interfund
518 30 47 00	Public Utility Services - Ci		001 000 518 General Fund	652.91	08/2020 Interfund
531 50 47 02	Public Utility Services/Bldg		415 000 531 Storm Drain	243.99	08/2020 Interfund
531 50 47 02	Public Utility Services/Bldg		415 000 531 Storm Drain	2.00	08/2020 Interfund
534 10 47 00	Utility Services/Building -		425 000 534 Water Fund (de	243.99	08/2020 Interfund
534 80 47 01	Utility Services/Pumping		425 000 534 Water Fund (de	445.34	08/2020 Interfund
534 80 47 03	Public Utility Services/Met		425 000 534 Water Fund (de	58.30	08/2020 Interfund
535 10 47 00	Utility Services/Building -		430 000 535 Sewer Fund (de	243.99	08/2020 Interfund
535 80 47 04	Public Utility Services/Met		430 000 535 Sewer Fund (de	4.68	08/2020 Interfund
542 30 47 02	Electricity & Gas/Bldg - St		101 000 542 City Street Fun	243.98	08/2020 Interfund
542 30 47 02	Electricity & Gas/Bldg - St		101 000 542 City Street Fun	2.00	08/2020 Interfund
542 80 47 00	Public Utility Services-St E		101 000 542 City Street Fun	218.66	08/2020 Interfund
548 65 47 00	Utilities ShopGarage		501 000 548 Equipment Ren	34.50	08/2020 Interfund
576 20 47 00	Public Utility Services - Po		001 000 576 General Fund	353.81	08/2020 Interfund
576 20 47 00	Public Utility Services - Po		001 000 576 General Fund	594.20	08/2020 Interfund
576 80 47 00	Public Utility Services - Pa		001 000 576 General Fund	10,063.90	08/2020 Interfund
22671	08/18/2020	08/25/2020	4322 City of Tacoma Washington	10,451.21	Power - Various Locations July 2020
518 30 47 00	Public Utility Services - Ci		001 000 518 General Fund	588.65	CH 07/2020
531 50 47 02	Public Utility Services/Bldg		415 000 531 Storm Drain	102.58	PW 07/2020
534 10 47 00	Utility Services/Building -		425 000 534 Water Fund (de	102.58	PW 07/2020
534 80 47 01	Utility Services/Pumping		425 000 534 Water Fund (de	4,971.22	Well #4, 6, 7 & 9 07/2020

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535 10 47 00	Utility Services/Building -		430 000 535 Sewer Fund (de	102.58	PW 07/2020
535 80 47 01	Utility Services/Pumping		430 000 535 Sewer Fund (de	1,037.26	Contra Costa L/S, Princeton L/S 07/2020
542 30 47 02	Electricity & Gas/Bldg - St		101 000 542 City Street Fun	102.57	PW 07/2020
542 30 47 03	Electricity/Traffic Lights		101 000 542 City Street Fun	29.19	400 Alameda 07/2020
542 63 47 00	Electricity/Street Lights		101 000 542 City Street Fun	2,328.41	Street Lights 07/2020
548 65 47 00	Utilities ShopGarage		501 000 548 Equipment Ren	25.58	F&E Garage 07/2020
576 80 47 00	Public Utility Services - Pa		001 000 576 General Fund	1,060.59	Rec Center (Old & New), Tot Lot, Garage, Whittier Fields & Irrig. 07/2020
22724 08/19/2020 08/25/2020 3565 Comfort Davies & Smith				13,239.80	July 2020
515 41 41 01	City Attorney		001 000 515 General Fund	2,523.20	07/2020
515 41 41 03	City Prosecutor		001 000 515 General Fund	7,867.60	Fircrest 07/2020
515 41 41 03	City Prosecutor		001 000 515 General Fund	2,849.00	Ruston 07/2020
22699 08/18/2020 08/25/2020 7118 D & B Roof & Home Services LLC				796.78	Gutter Cleaning - City Hall
518 30 48 02	Rep & Maint - City Hall		001 000 518 General Fund	796.78	Gutter Cleaning - CH
22700 08/18/2020 08/25/2020 3589 Databar Inc				1,050.20	August 2020 Town Topics
518 10 49 01	Town Topics/Citizen Comr		001 000 518 General Fund	1,050.20	08/2020 Town Topics
22681 08/18/2020 08/25/2020 3594 Dept Of Ecology				69,479.34	Loan Payment #L1100018
591 35 78 02	Principal Loan Payment		430 000 591 Sewer Fund (de	44,413.85	Loan Payment #L1100018
592 35 83 01	Interest Loan Payment		430 000 591 Sewer Fund (de	25,065.49	Loan Payment #L1100018
22737 08/20/2020 08/25/2020 4310 Dept Of Revenue-EXCISE TAX				121.30	July 2020 Excise Taxes
518 20 43 01	Excise Tax Time/Temp Re		001 000 518 General Fund	4.84	07/2020 Excise Taxes
518 20 43 01	Excise Tax Time/Temp Re		001 000 518 General Fund	73.70	07/2020 Excise Taxes
518 30 31 04	Oper Sup/CH		001 000 518 General Fund	20.08	07/2020 Excise Taxes
531 50 44 00	Excise Tax - Storm		415 000 531 Storm Drain	3.35	07/2020 Excise Taxes
535 10 44 00	Excise Tax - Sewer		430 000 535 Sewer Fund (de	0.64	07/2020 Excise Taxes
535 80 35 00	Small Tools & Equip-Swr		430 000 535 Sewer Fund (de	18.69	07/2020 Excise Taxes
22733 08/19/2020 08/25/2020 366 Employment Security Dept				3,594.46	Benefit Charges - Q2/2020 & August 2020 (ESD 000-945131-10-0)
517 78 20 00	Unemployment Compensat		001 000 517 General Fund	3,594.46	Benefit Charges - Q2/2020 & August 2020 (ESD 000-945131-10-0)
22698 08/18/2020 08/25/2020 8543 Enviro-Clean Equipment, Inc.				407.32	Debris Hose For Vector
548 65 48 12	O & M - Street		501 000 548 Equipment Ren	50.92	Debris Hose For Vector
548 65 48 13	O & M - Storm		501 000 548 Equipment Ren	50.91	Debris Hose For Vector
548 65 48 14	O & M - Wtr/Swr		501 000 548 Equipment Ren	305.49	Debris Hose For Vector

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22723	08/19/2020	08/25/2020	8610	F & L Building Maintenance, LLC	3,254.00 August 2020 Janitorial Services
	518 30 41 01	Contract Maintenance	001 000 518	General Fund	3,254.00 08/2020 Janitorial Services
22718	08/19/2020	08/25/2020	9317	Felizardo, Bob	55.00 Refund Rental Fee (COVID-19 Cancellation)
	362 40 00 00	Space & Facility Rental	001 000 360	General Fund	-55.00 Refund Rental Fee (COVID-19 Cancellation)
22710	08/19/2020	08/25/2020	3672	Guardian Security Inc	40.44 Keys (2) For Public Safety Building
	518 30 31 02	Oper Sup/PSB Bldg	001 000 518	General Fund	40.44 Keys (2) For PSB
22728	08/19/2020	08/25/2020	3692	Home Depot Credit Services	15.91 Water Service Parts
	534 50 31 01	Oper Supplies - Water Mai	425 000 534	Water Fund (de	15.91 Water Service Parts
22729	08/19/2020	08/25/2020	3692	Home Depot Credit Services	329.50 SAA #1760 Crossbed Truck Tool Box
	518 30 35 00	Small Tools & Equip-Fac	001 000 518	General Fund	263.60 SAA #1760 Crossbed Truck Tool Box
	576 80 35 00	Small Tools & Equip - Parl	001 000 576	General Fund	65.90 SAA #1760 Crossbed Truck Tool Box
22730	08/19/2020	08/25/2020	3692	Home Depot Credit Services	24.19 Panic Alarm Batteries
	518 30 31 02	Oper Sup/PSB Bldg	001 000 518	General Fund	24.19 Panic Alarm Batteries
22731	08/19/2020	08/25/2020	3692	Home Depot Credit Services	191.56 SAA #1761 Cut-out Tool To Remove Screens From Acorn Lights
	542 63 35 00	Small Tools & Equip - St L	101 000 542	City Street Fun	191.56 SAA #1761 Cut-out Tool To Remove Screens From Acorn Lights
				Total Home Depot Credit Services	561.16
22713	08/19/2020	08/25/2020	9316	JMK Language Services	100.00 Spanish Interpreting (2 Hrs)
	512 50 41 03	Prof Svcs - Interpreter	001 000 512	General Fund	100.00 Spanish Interpreting (2 Hrs) XZ0391621
22685	08/18/2020	08/25/2020	3751	KPG, PS	24,677.00 P#62 Alameda Grind & Overlay Prof. Eng. Services Through 7/25/20
	595 10 63 06	Project Eng	101 000 594	City Street Fun	24,677.00 P#62 Alameda Grind & Overlay Prof. Eng. Services Through 7/25/20
22686	08/18/2020	08/25/2020	3751	KPG, PS	22,897.48 P#63 Emerson Sidewalk Prof. Eng. Services Through 7/25/20
	595 10 63 06	Project Eng	101 000 594	City Street Fun	22,897.48 P#63 Emerson Sidewalk Prof. Eng. Services Through 7/25/20

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			Total KPG, PS	47,574.48	
22680	08/18/2020	08/25/2020	8773 Kassel & Associates, Inc.	481,848.91	P#60 Pool And Bathhouse Progress Through 7/31/20
	594 76 62 03	Buildings & Structures	301 000 594	481,848.91	P#60 Pool And Bathhouse Progress Through 7/31/20
				481,848.91	
22688	08/18/2020	08/25/2020	8872 Liberty Mutual Insurance	6,344.00	Terrorism Risk Insurance Policy (Renewal)
	518 30 46 00	Insurance	001 000 518	6,344.00	Terrorism Risk Insurance Policy (Renewal)
22727	08/19/2020	08/25/2020	3791 Lowe's Company-#338954	96.68	Parks And Wells Supplies
	534 50 31 01	Oper Supplies - Water Mai	425 000 534	23.54	Tubing For Wells
	576 80 31 02	Oper Supplies - Parks	001 000 576	73.14	Galvanizing Spray & Peat Moss
22675	08/18/2020	08/25/2020	6639 McClain's Soil Supply	220.40	Topsoil For Parks (10 Yards)
	576 80 31 02	Oper Supplies - Parks	001 000 576	220.40	Topsoil For Parks (10 Yards)
22720	08/19/2020	08/25/2020	5766 Multicare Cntr of Occupational Medicine	300.00	DOT Exams 7/24/20 & 7/27/20 At Allenmore
	531 50 20 01	Contract Benefits - Storm	415 000 531	75.00	DOT Exams 7/24/20 & 7/27/20 At Allenmore
	534 10 20 01	Contract Benefits - Wtr Ad	425 000 534	75.00	DOT Exams 7/24/20 & 7/27/20 At Allenmore
	535 10 20 01	Contract Benefits - Swr Ad	430 000 535	75.00	DOT Exams 7/24/20 & 7/27/20 At Allenmore
	542 30 20 01	Contract Benefits - Street R	101 000 542	75.00	DOT Exams 7/24/20 & 7/27/20 At Allenmore
22734	08/20/2020	08/25/2020	6589 Murray, Smith & Associates Inc	3,964.50	2020 Water System Plan Prof. Eng. Services Through 6/30/20
	534 10 41 00	Prof Svcs - Water	425 000 534	3,964.50	2020 Water System Plan Prof. Eng. Services Through 6/30/20
22735	08/20/2020	08/25/2020	6589 Murray, Smith & Associates Inc	13,724.50	2020 Water System Plan Prof. Eng. Services Through 7/31/20
	534 10 41 00	Prof Svcs - Water	425 000 534	13,724.50	2020 Water System Plan Prof. Eng. Services Through 7/31/20
			Total Murray, Smith & Associates Inc	17,689.00	
22695	08/18/2020	08/25/2020	3958 PC Budget & Finance - Jail	522.92	July 2020 Jail Services
	523 60 40 01	Jail	001 000 523	522.92	07/2020 Jail Services
22696	08/18/2020	08/25/2020	3957 PC Budget & Finance	261.23	July 2020 Printing Services
	512 50 31 00	Office & Oper Sup-Court	001 000 512	261.23	Court Envelopes

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22691	08/18/2020	08/25/2020	8993	Pacific Office Automation - A/R	192.33 Service Call 8/12/20
	518 10 42 01	Postage - Non-Dept	001 000 518	General Fund	192.33 Service Call 8/12/20
22672	08/18/2020	08/25/2020	3955	Petrocard Systems Inc	143.39 Gas / Fuel August 2020
	548 65 31 12	Street Gas	501 000 548	Equipment Ren	17.92 Street 08/2020
	548 65 31 13	Storm Gas	501 000 548	Equipment Ren	17.92 Storm 08/2020
	548 65 31 14	Wtr/Swr Gas	501 000 548	Equipment Ren	107.55 W / S 08/2020
22665	08/11/2020	08/25/2020	1796	Prouty, Estate of Melvin E.	51.98 03-01450.0 - 534 CONTRA COSTA AVE
	343 10 00 00	Storm Drain Fees & Charge	415 000 340	Storm Drain	-36.56
	343 40 00 00	Sale Of Water	425 000 340	Water Fund (de	10.81
	343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (de	-26.23
22679	08/18/2020	08/25/2020	4805	Puget Paving & Construction Inc	35,895.72 P#59 Summit Water Main Street Paving
	594 34 63 01	Other Improvements Water	426 000 594	Water Improve	19,648.47 P#59 Summit Water Main Street Paving
	595 32 63 01	Street Improvements	101 000 542	City Street Fun	16,247.25 P#59 Summit Water Main Street Paving
22692	08/18/2020	08/25/2020	3986	Puget Sound Energy, BOT-01H	41.48 Natural Gas - Rec Center July 2020
	576 80 47 00	Public Utility Services - Pa	001 000 576	General Fund	41.48 Natural Gas - REC 07/2020
22693	08/18/2020	08/25/2020	3986	Puget Sound Energy, BOT-01H	43.20 Natural Gas - Public Works July 2020
	531 50 47 02	Public Utility Services/Bldg	415 000 531	Storm Drain	10.80 Natural Gas - PW 07/2020
	534 10 47 00	Utility Services/Building -	425 000 534	Water Fund (de	10.80 Natural Gas - PW 07/2020
	535 10 47 00	Utility Services/Building -	430 000 535	Sewer Fund (de	10.80 Natural Gas - PW 07/2020
	542 30 47 02	Electricity & Gas/Bldg - St	101 000 542	City Street Fun	10.80 Natural Gas - PW 07/2020
22694	08/18/2020	08/25/2020	3986	Puget Sound Energy, BOT-01H	36.10 Natural Gas - City Hall July 2020
	518 30 47 00	Public Utility Services - Cit	001 000 518	General Fund	36.10 Natural Gas - CH 07/2020
			Total Puget Sound Energy, BOT-01H		120.78
22663	08/11/2020	08/25/2020	6214	Ricker, Joshua	68.31 03-01390.4 - 614 CONTRA COSTA AVE
	343 10 00 00	Storm Drain Fees & Charge	415 000 340	Storm Drain	-37.98
	343 40 00 00	Sale Of Water	425 000 340	Water Fund (de	-4.05
	343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (de	-26.28
22664	08/11/2020	08/25/2020	7575	Rigell*, Kenneth	225.58 05-02690.1 - 1011 PANORAMA CT
	343 10 00 00	Storm Drain Fees & Charge	415 000 340	Storm Drain	-85.06
	343 40 00 00	Sale Of Water	425 000 340	Water Fund (de	-62.60
	343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (de	-77.92

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22705	08/18/2020	08/25/2020	8893		
			Right Systems INC	3,350.00	IT Managed Services August 2020
	518 81 41 01	Prof Svcs - I/S	001 000 518 General Fund	3,350.00	IT Managed Services 08/2020
22719	08/19/2020	08/25/2020	4026		
			S & B Inc	9,186.75	Estate Place L/S Design Services
	594 35 63 03	Project Engineering Sewer	432 000 594 Sewer Improve	9,186.75	Estate Place L/S Design Services
22736	08/20/2020	08/25/2020	9319		
			STREETSCAN INC	5,037.50	2020 Pavement Asset Management Prof. Services July 2020
	542 30 41 00	Prof Svcs - Street	101 000 542 City Street Fun	5,037.50	2020 Pavement Asset Management Prof. Services July 2020
22711	08/19/2020	08/25/2020	4035		
			Sarco Supply	46.16	Janitorial Supplies - City Hall
	518 30 31 04	Oper Sup/CH	001 000 518 General Fund	46.16	Janitorial Supplies - CH
22712	08/19/2020	08/25/2020	4035		
			Sarco Supply	46.16	Janitorial Supplies - Public Works
	518 30 31 03	Oper Sup/PWF	001 000 518 General Fund	46.16	Janitorial Supplies - PW
			Total Sarco Supply	92.32	
22677	08/18/2020	08/25/2020	4060		
			Sir Speedy	320.91	Car Show Artwork Prior To COVID-19 Cancellation (To Be Saved For Next Event)
	573 90 49 01	Community Events	001 000 573 General Fund	320.91	Car Show Artwork Prior To COVID-19 Cancellation (To Be Saved For Next Event)
22684	08/18/2020	08/25/2020	4068		
			Smith, Wayne	399.00	Retired Medical Expense (2/21/20 - 7/14/20)
	521 22 20 03	LEOFF I Other Medical Cc	001 000 521 General Fund	399.00	Retired Medical Expense (2/21/20 - 7/14/20)
22697	08/18/2020	08/25/2020	4084		
			Staples Business Advantage	137.99	Court Supplies
	512 50 31 00	Office & Oper Sup-Court	001 000 512 General Fund	137.99	Court Supplies
22704	08/18/2020	08/25/2020	8483		
			US Bank, Public Works Dept Account	128.54	Public Works Charges Through 8/14/20
	534 80 41 00	Water Testing	425 000 534 Water Fund (de	128.54	Amperometric Sensor Fill Liquid
22726	08/19/2020	08/25/2020	4172		
			Union 76 Royal	428.74	Gas / Fuel August 2020
	548 65 31 08	Police Gas	501 000 548 Equipment Ren	188.61	Police 08/2020
	548 65 31 11	Parks/Rec Gas	501 000 548 Equipment Ren	48.50	Parks 08/2020
	548 65 31 12	Street Gas	501 000 548 Equipment Ren	147.63	Street 08/2020
	548 65 31 14	Wtr/Swr Gas	501 000 548 Equipment Ren	44.00	W / S 08/2020

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo	
22701	08/18/2020	08/25/2020	4188	Verizon Wireless LLC	448.28	August 2020 Police Air Cards (10) And 1 Officer
521 22 42 00	Communication - Police	001 000 521	General Fund	448.28	08/2020 Police Air Cards (10) And 1 Officer	
22702	08/18/2020	08/25/2020	4188	Verizon Wireless LLC	1,083.02	August 2020 Shared Plan (24 Lines)
513 10 42 00	Communication - Admin	001 000 513	General Fund	48.34	City Manager	
518 30 42 00	Communication - Fac/Equi	001 000 518	General Fund	77.32	Maint. Supervisor & Custodian	
521 22 42 00	Communication - Police	001 000 521	General Fund	425.45	Chief, Air Card, 2 Sergeants & 5 Officers	
524 20 42 00	Communications- Bldg	001 000 524	General Fund	24.09	B / P Admin	
531 50 42 00	Communication - Storm	415 000 531	Storm Drain	94.32	PW Director, Crew & Air Card	
534 10 42 00	Communication - Water	425 000 534	Water Fund (de	94.32	PW Director, Crew & Air Card	
535 10 42 01	Communication - Sewer	430 000 535	Sewer Fund (de	94.32	PW Director, Crew & Air Card	
542 30 42 00	Communication - Street	101 000 542	City Street Fun	94.31	PW Director, Crew & Air Card	
558 60 42 00	Communications - Plannin	001 000 558	General Fund	24.09	B / P Admin	
576 80 42 00	Communication - Parks	001 000 576	General Fund	106.46	Parks Director, Maint. Super & Comm. Events Spec	
Total Verizon Wireless LLC				1,531.30		
22706	08/19/2020	08/25/2020	4190	Vermeer Northwest Sales & Service Inc	571.87	Water Service Mole Rental For 400 Summit Ave Water Main (City's Mole Under Repair)
594 34 63 01	Other Improvements Water	426 000 594	Water Improve	571.87	Water Service Mole Rental For 400 Summit Ave Water Main (City's Mole Under Repair)	
22707	08/19/2020	08/25/2020	4190	Vermeer Northwest Sales & Service Inc	418.33	Water Service Mole Repair
534 50 48 01	Rep & Maint - Water Main	425 000 534	Water Fund (de	418.33	Water Service Mole Repair	
Total Vermeer Northwest Sales & Service Inc				990.20		
22689	08/18/2020	08/25/2020	4237	WCP Solutions	1,165.82	Copy Machine Paper (240 Reams)
518 10 34 01	Central Office Supplies	001 000 518	General Fund	1,165.82	Copy Machine Paper (240 Reams)	
22673	08/18/2020	08/25/2020	4108	Washington Tractor	180.00	Blades For Mowers (6)
576 80 31 02	Oper Supplies - Parks	001 000 576	General Fund	180.00	Blades For Mowers (6)	
22676	08/18/2020	08/25/2020	4108	Washington Tractor	55.45	Hook For Mower
576 80 31 02	Oper Supplies - Parks	001 000 576	General Fund	55.45	Hook For Mower	
Total Washington Tractor				235.45		
22674	08/18/2020	08/25/2020	5286	Winsupply	423.84	Whittier Park Irrigation Supplies And Grass Seed

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 08/25/2020

Time: 13:54:30 Date: 08/20/2020
Page: 9

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
576 80 31 02	Oper Supplies - Parks		001 000 576 General Fund	423.84	Whittier Park Irrigation Supplies & Grass Seed
22708	08/19/2020	08/25/2020	5286 Winsupply	52.70	P#59 Wire For Summit Ave Water Main
594 34 63 01	Other Improvements Water		426 000 594 Water Improve	52.70	P#59 Wire For Summit Ave Water Main
22714	08/19/2020	08/25/2020	5286 Winsupply	109.41	Whittier Park Irrigation Repair Parts
576 80 31 02	Oper Supplies - Parks		001 000 576 General Fund	109.41	Whittier Park Irrigation Repair Parts
22715	08/19/2020	08/25/2020	5286 Winsupply	451.63	Valve For Whittier Park Irrigation
576 80 31 02	Oper Supplies - Parks		001 000 576 General Fund	451.63	Valve For Whittier Park Irrigation
22716	08/19/2020	08/25/2020	5286 Winsupply	84.04	Grass Seed For Parks
576 80 31 02	Oper Supplies - Parks		001 000 576 General Fund	84.04	Grass Seed For Parks
22717	08/19/2020	08/25/2020	5286 Winsupply	128.09	Tot Lot Irrigation Parts
576 80 31 02	Oper Supplies - Parks		001 000 576 General Fund	128.09	Tot Lot Irrigation Parts
Total Winsupply				1,249.71	

Report Total: 793,002.57

Fund	
001 General Fund	110,398.44
101 City Street Fund	72,723.51
301 Park Bond Capital Fund	482,757.80
415 Storm Drain	822.96
425 Water Fund (department)	24,448.33
426 Water Improvement Fund	20,273.04
430 Sewer Fund (department)	71,352.21
432 Sewer Improvement Fund	9,186.75
501 Equipment Rental Fund	1,039.53

This report has been reviewed by:

REMARKS:

Signature & Title

Date

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL (Meeting was held primarily by remote attendance)

Mayor Hunter T. George called the regular meeting to order at 7:01 P.M. and led the Pledge of Allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Brett Wittner, Joe Barrentine, and Jamie Nixon were present. Councilmember Denny Waltier was absent and excused.

PRESIDING OFFICER’S REPORT

A. Pool and Community Center Project

Parks and Recreation Director Grover briefed the Council on the construction progress and reports that punch list items are being addressed and there may be a few plants that need to be replaced but otherwise, it is nearing completion. Grover updated the Council on the Community Center Project and reports that the staff has been going through records and assets. They have made progress towards being ready for the demolition. City Manager Pingel reported that we received 10 bids for the Community Center Project and the apparent low bidder came in under the engineer’s estimate. At this time, the staff does not have a substantial completion date or final cost for the pool phase. There was a brief discussion held on the northside landscaping, assets being sold or retained, and the screening of the roof appliances on the Pool House.

Mayor George reported the potential endowment foundation is selecting the leadership positions and will be filing the appropriate papers. The fundraising efforts have resumed. George also provided an update on the donor recognition event and the potential to test the pool systems before the swim season ends. Councilmember Viafore provided a suggestion to offer a photobook to those who cannot view the project progress in person and there was a discussion on the potential for a video tour of the project.

COMMITTEE, COMMISSION, AND LIAISON REPORTS

A. Administration

No report was provided.

B. Environmental, Planning, and Building

Waltier was absent; no report was provided.

C. Finance, IT, Facilities

No report was provided.

D. Other Liaison Reports

No other reports provided

CONSENT CALENDAR

George requested the City Clerk read the Consent Calendar as follows: approval of Voucher No. 215291 through Voucher Check No. 215291 in the amount of \$5,315.92; approval of Voucher No. 215292 through Voucher Check No. 215340 in the amount of \$61,545.82; approval of Payroll Check No. 13933 through Payroll Check No. 13934 in the amount of \$106,796.39; approval of Payroll Check No. 13935 through Payroll Check No. 13938 in the amount of \$8,215.98; approval of Payroll Check No. 13939 through Payroll Check No. 13944 in the amount of \$99,253.45; approval of the July 28, 2020, Regular Meeting Minutes; **Wittner MOVED to approve the Consent Calendar as read; seconded by Nixon. The Motion Carried (6-0).**

PUBLIC HEARING

No public hearing was scheduled.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

A. Resolution No. 1665: Rescinding Emergency Powers

City Manager Pingel briefed the Council on the recommendation to rescind the emergency powers as the staff has been able to bring any pressing issues to the Council and follow the proper procedures. Wittner **MOVED to adopt Resolution No. 1665 rescinding Resolution No. 1651, which certified the existence of an emergency relative to COVID-19; seconded by Nixon.** George invited Councilmember comments; none were provided. George invited public comment; none were provided. **The motion carried (6-0)**

B. Resolution No. 1666: Approval of Addendum #1 to the Contract with The Briggs Group for Capital Campaign

City Manager Pingel briefed the Council on the contract amendment and explained that The Briggs Group would help with any final celebratory events in the future. **Wittner MOVED to adopt Resolution No. 1666 authorizing the City Manager to execute Amendment #1 to the professional services agreement with The Briggs Group for capital campaign consulting services for the pool and community center project; seconded by Nixon.** George invited Councilmember comments; there was a brief discussion on the terrific work completed thus far by The Briggs Group. There was concern about The Briggs Group's involvement with the potential endowment foundation. Viafore requested a legal opinion. City Attorney Michael Smith stated that he previously recommended that the endowment be separate from the City and recommended a set term and limit to The Briggs Group contract. George invited public comment; none were provided. **The motion carried (4-2) with Viafore and Reynolds dissenting.**

C. 2nd Quarter Financial Review

Finance director Corcoran reported that the review period was through June 30, 2020, and highlighted that we should be at or around 50% of spending and revenue. Corcoran briefed the Council on the COVID-19 budget impacts and explained that as previously reported, the City has had minimal impacts thus far. A couple of areas that have been impacted is the intergovernmental revenue category, Court revenue, passport revenue, and the Other Services and Charges category. George commented that he is very pleased with the current outlook and asked about the second half property tax payments and any potential impacts. Corcoran reported that even with any delays or foreclosures, we will still receive the back payments when the property is sold.

CITY MANAGER COMMENTS

City Manager Pingel recommended that the upcoming study session be canceled and postpone the Park Project discussion until September. Staff will have more information once we have more concrete pool costs. There was a discussion held on the importance of prioritizing the project list to maximize staff time and waiting until the Council has all the information to make an informed decision. **The Chair MOVED to cancel the August 17, 2020 Study Session Meeting; seconded by Wittner.** George invited Councilmember comments; none were provided. George invited public comment; none were provided. **The motion carried (6-0).**

DEPARTMENT HEAD COMMENTS

Planning and Building Administrator Stahlnecker briefed the Council that the large storage containers on Arondale Drive have been removed. Stahlnecker recommended making the September Planning Commission Meeting a joint meeting and have Mr. Rangwala present via teleconference as we are still not close to Phase III. Council consensus was to move forward with a joint meeting on September 1, 2020, via Zoom.

Police Chief Cheesman reported that in conjunction with Pierce County will hold a free COVID-19 testing mobile site at Regents Park on August 25, 2020. The walk-up testing will be held at the tennis courts and will be open to the public.

Parks & Recreation Director Grover reported that he is working with donors who have items in the Community Center to get those items back to them before demolition. Grover also reported that the Fircrest Soccer Club would like to construct a shed to store their equipment since their current storage at the Community Center is no longer available. The building would be a semi-permanent woodshed and may stay there for a long period depending on the plan for Whittier Park. There was a discussion on concerns with the location and the potential for vandalism, notifying neighboring properties, and rent and ownership clarification. Stahlnecker reported that zoning would allow for public and quasi-public structures and the definition of whom the building belonged to may change the allowed use. Grover lastly reported that staff is still having water issues at the bocce ball courts at Whittier Park and there was discussion about reaching out to those who donated to the bocce ball court before moving forward with any changes.

PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

None were provided.

COUNCILMEMBER COMMENTS

- Viafore; commented that in last year’s budget the topic of Council Compensation was in the workplan and it has not been addressed yet for the year. He also looks forward to resuming in-person meetings and would like to continue to be fiscally conservative. Viafore is concerned about how the City approaches contracts. City Manager Pingel reported that Council compensation did not seem like a high priority, especially with COVID-19, and was pushed out. Staff can make it a priority if the Council desires and get it done this year. There was Council consensus to remove Council compensation from the 2020 workplan.
- Reynolds; No comment provided.
- Wittner; commented that many people are suffering from the lapse in Federal benefits and asked about how many assistance applications staff have received. Pingel reported that staff has received four or five applications for each category and reported that Pierce County also has a robust assistance program.
- Barrentine; commented that he would like to remind staff about finding diversity, equity, and inclusion training and would like to move forward engaging the public via Zoom about racial inequity. Pingel reported that staff will add it to the 2021 training list, and we have been in contact with our insurance about available offerings.
- Waltier; Absent; No comment provided.

August 11, 2020

Fircrest City Council Meeting Minutes – Regular 4

- Nixon: commented that many employers are making cuts and furloughs and called for progressive taxation. Nixon would like to have Council draft a letter to the State delegation to encourage them to look at taxing options to prevent the economic impacts that may surpass the recession of 2008.
- George: thanked voters for approving the EMS levy.

EXECUTIVE SESSION

No executive session was scheduled.

ADJOURNMENT

Viafore MOVED to adjourn the meeting at 8:45 P.M., seconded by Barrentine. The Motion Carried (6-0).

Hunter T. George, Mayor

Jayne Westman, City Clerk

NEW BUSINESS: Community Center Project Bid Award and Contract Approval
ITEM 10A.

FROM: Scott Pingel, City Manager

RECOMMENDED MOTION: I move the City Council authorize the City Manager to award the contract for the Community Center project to Kassel & Associates, Inc. for \$7,629,258 plus a contingency amount of \$694,200 for a total of \$8,323,458 to prepare and execute the required contract documents, and to give the “Notice to Proceed” to commence construction of the project.

PROPOSAL: It is proposed that the City of Fircrest award the contract for the Community Center project to Kassel & Associates, Inc. By this action, the Council gives the authorization to prepare and execute contract documents, and give the low bidder a “Notice to Proceed” with the work detailed in the plans and specifications. The amounts in the recommendations above include the bid allowances for LEED management, dewatering and erosion control, and building envelope testing (approx. \$95,000), as well as sales tax.

FISCAL IMPACT: Ten (10) bids were received. The bid tally is attached. The bid tally only reflects the base bids without allowances or sales tax. The Kassel & Associates bid is about \$750,000 under the architect estimate.

ADVANTAGE: This bid is within the budget amount for this project. The low bidder is responsive and comes recommended to do this project.

DISADVANTAGES: None identified.

ALTERNATIVES: None identified.

HISTORY: This project includes abatement and demolition of the current 8,600 square foot Community Center. New work includes the construction of a new 15,000 square foot Community Center along with landscaping, parking, and sidewalk work. The project was bid on August 11, 2020. The Community Center project was initially scheduled to be bid about a year later than it was in order to ensure the project could meet property tax demands, however, due to higher than anticipated donations, the project was moved up about a year.

ATTACHMENTS: [Certified Bid Tabs](#)
[Recommendation Letter](#)

City of Fircrest
Pool and Bathhouse Project
 Bid Tab

7/17/2019

Bid Items			CSI Construction Company	Pease Construction Inc.	Kassel & Associates, Inc.	Andy Johnson & Company, Inc.	Lewis/Cutler Construction, Inc.	Jody Miller Construction, Inc.	Lincoln Construction, Inc.	Jones & Roberts Company	Western Ventures Construction, Inc.	FORMA Construction Company
Item #	Item Description	Unit	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total
1	Base Bid	LS	\$7,760,759.00	\$7,008,680.00	\$6,847,000.00	\$7,094,000.00	\$7,418,000.00	\$7,050,000.00	\$7,563,880.00	\$7,166,600.00	\$6,986,136.00	\$7,685,000.00
			ALLOWANCES \$95,000.00 SUBTOTAL \$7,855,759.00 SALES TAX (9.9%) \$777,720.00 GRAND TOTAL \$8,633,479.00	ALLOWANCES \$95,000.00 SUBTOTAL \$7,103,680.00 SALES TAX (9.9%) \$703,264.00 GRAND TOTAL \$7,806,944.00	ALLOWANCES \$95,000.00 SUBTOTAL \$6,942,000.00 SALES TAX (9.9%) \$687,258.00 GRAND TOTAL \$7,629,258.00	ALLOWANCES \$95,000.00 SUBTOTAL \$7,189,000.00 SALES TAX (9.9%) \$711,711.00 GRAND TOTAL \$7,900,711.00	ALLOWANCES \$95,000.00 SUBTOTAL \$7,513,000.00 SALES TAX (9.9%) \$743,787.00 GRAND TOTAL \$8,256,787.00	ALLOWANCES \$95,000.00 SUBTOTAL \$7,145,000.00 SALES TAX (9.9%) \$707,355.00 GRAND TOTAL \$7,852,355.00	ALLOWANCES \$95,000.00 SUBTOTAL \$7,658,880.00 SALES TAX (9.9%) \$758,229.00 GRAND TOTAL \$8,417,109.00	ALLOWANCES \$95,000.00 SUBTOTAL \$7,261,600.00 SALES TAX (9.9%) \$718,898.00 GRAND TOTAL \$7,980,498.00	ALLOWANCES \$95,000.00 SUBTOTAL \$7,081,136.00 SALES TAX (9.9%) \$701,032.00 GRAND TOTAL \$7,782,168.00	ALLOWANCES \$95,000.00 SUBTOTAL \$7,780,000.00 SALES TAX (9.9%) \$770,220.00 GRAND TOTAL \$8,550,220.00

Alternate Bid Items			CSI Construction Company	Pease Construction Inc.	Kassel & Associates, Inc.	Andy Johnson & Company, Inc.	Lewis/Cutler Construction, Inc.	Jody Miller Construction, Inc.	Lincoln Construction, Inc.	Jones & Roberts Company	Western Ventures Construction, Inc.	FORMA Construction Company
Item #	Item Description	Unit	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total
1	DEDUCT Alternate - Generator, Pad, Enclosure	LS	\$104,452.00	\$96,000.00	\$88,000.00	\$108,000.00	\$81,300.00	\$110,000.00	\$101,000.00	\$81,000.00	\$167,387.00	\$96,000.00
2	DEDUCT Alternate - AV Projector and lift at MP Room	LS	\$5,480.00	\$9,300.00	\$8,500.00	\$9,000.00	\$8,400.00	\$5,000.00	\$8,000.00	\$8,000.00	\$4,987.00	\$4,500.00

Alternate Bid Items			CSI Construction Company	Pease Construction Inc.	Kassel & Associates, Inc.	Andy Johnson & Company, Inc.	Lewis/Cutler Construction, Inc.	Jody Miller Construction, Inc.	Lincoln Construction, Inc.	Jones & Roberts Company	Western Ventures Construction, Inc.	FORMA Construction Company
Item #	Item Description	Unit	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total
1	Excavate and Remove Unstable Soils	UP	\$60.00	\$44.00	\$45.00	\$40.00	\$40.00	\$25.00	\$3,500.00	\$45.00	\$45.00	\$35.00
2	Import and place structural fill	UP	\$85.00	\$53.00	\$54.00	\$40.00	\$40.00	\$25.00	\$3,500.00	\$45.00	\$45.00	\$35.00

Subcontractor Listing			CSI Construction Company	Pease Construction Inc.	Kassel & Associates, Inc.	Andy Johnson & Company, Inc.	Lewis/Cutler Construction, Inc.	Jody Miller Construction, Inc.	Lincoln Construction, Inc.	Jones & Roberts Company	Western Ventures Construction, Inc.	FORMA Construction Company
Item #	Item Description	Unit										
	Plumbing		Freedom Plumbing	Freedom Plumbing	Sound Plumbing	Freedom Plumbing	Freedom Plumbing	Freedom Plumbing	Not Submitted	Freedom Plumbing	Freedom Plumbing	Freedom Plumbing
	Mechanical/HVAC		Code Mechanical	Code Mechanical	Morgan Mechanical	Code Mechanical	Morgan Mechanical	Morgan Mechanical	Not Submitted	Morgan Mechanical	Code Mechanical	Code Mechanical
	Electrical		West Valley Electric	Sare Electric	Sare Electric	West Valley Electric	Sare Electric	Sare Electric/West Valley Electric	Not Submitted	Sare Electric	West Valley Electric	Sare Electric (West Valley Electric as Alternate)

Recommendation

To: Fircrest City Council
From: Scott Pingel
Date: August 21, 2020
Re: Community Center Project Bid Award Recommendation

Honorable Mayor and City Councilmembers,

Ten (10) bids were received and reviewed for the Fircrest Community Center project. A Bid Tab was prepared and a copy is attached. The low bid was submitted by Kassel & Associates, Inc. with a base bid of \$6,847,000 (\$7,629,258 with sales tax). The bid also includes bid allowances totaling \$95,000. \$50,000 for LEED Management and documentation, \$40,000 for dewatering and erosion control, and \$5,000 for building envelope testing.

Deduct Alternates included the following:

- \$88,000 for a generator, pad, and enclosure
- \$8,500 for the AV projector and lift in the multi-purpose room.

We did not intend to leave these items out, but they were items that we wanted separate pricing for.

The company included the correct forms and bond. Their experience and references have been reviewed and indicate that they are capable of completing the work.

Therefore, staff recommends that the contract be awarded to Kassel & Associates Inc.

Scott Pingel, City Manager
City of Fircrest

NEW BUSINESS: Project Inspection and Reporting Services Contract Amendment #2
ITEM: 10B

FROM: Scott Pingel, City Manager

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute Amendment #2 to the contract for project inspection and reporting services for the Fircrest Pool and Community Center project with Parametrix.

PROPOSAL: The Council is being asked to authorize the City Manager to execute Amendment #2 to the contract for project inspection and reporting services (Project Manager) for the Pool and Community Center project. In this role, Parametrix has represented the City as the Owner's Project Manager and reported directly to the City Manager and Parks and Recreation Director concerning construction activities completed. This helps ensure the construction team stays on time and budget. Amendment #2 approves their proposal for the Community Center phase of the project.

FISCAL IMPACT: The estimated fiscal impact is \$84,000 per the proposal. This is within the budget for the Community Center phase of the project.

ADVANTAGE: Enables the City to have its own representative on the construction site ensuring the project as a whole is being completed as expected.

DISADVANTAGES: None identified.

ALTERNATIVES: Not continue to have project inspection and reporting services.

HISTORY: With the pool phase of the project, Parametrix played a crucial role as our project manager on site. This role will be just as crucial as we begin demolition and construction of the Community Center. We believe their work moving forward is critical to the success of the project.

ATTACHMENTS: [Resolution Amendment #2 to Exhibit A](#)
[Attachment 2 – Community Center Proposal](#)

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**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY MANAGER
TO EXECUTE AMENDMENT #2 TO THE CONTRACT FOR PROJECT
INSPECTION AND REPORTING SERVICES FOR THE FIRCREST
POOL AND COMMUNITY CENTER PROJECT WITH
PARAMETRIX.**

WHEREAS, the City of Fircrest has contracted with Parametrix for project reporting and inspection services for the Pool and Bathhouse project; and

WHEREAS, the City has a continued need for a third party, on-site project manager to represent the City as the Owner's Project Manager for the Community Center phase of the project to help ensure the construction team stays on time and on budget; and

WHEREAS, Parametrix has the required experience and expertise to provide such services. Now, Therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:

Section 1. The City Manager is hereby authorized and directed to execute amendment #2 to the contract for project inspection and reporting services for the Fircrest Pool and Bathhouse project with Parametrix.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 25th day of August 2020.

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jayne Westman, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

**AMENDMENT #2
TO THE CITY OF FIRCREST**

PROFESSIONAL SERVICES AGREEMENT WITH PARAMETRIX FOR PROJECT INSPECTION AND REPORTING SERVICES OF THE FIRCREST POOL AND COMMUNITY CENTER PROJECT.

This amendment is hereby made and entered into this 25th day of August 2020, by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the “City” and Parametrix, hereinafter referred to as “Consultant”, to be effective August 25, 2020.

WITNESSETH:

1. Purpose

The purpose of this second amendment is to amend the August 13, 2019 agreement. This amendment is limited to the amendments as set forth herein. All of the remaining terms and conditions of the August 13, 2019 agreement as amended shall remain in full force and effect. The amendments are as follows:

2. Exhibit A - Attachment 2

Attachment 2, attached hereto, and by reference herein, is made a part of the contract with Parametrix for Project Inspection and Reporting Services for the Fircrest Pool and Community Center Project from August 25, 2020, until Final Completion of the Community Center.

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

PARAMETRIX

By: _____
City Manager

By: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

City Clerk

August 12, 2020

Mr. Scott Pingel
City Manager
The City of Fircrest
115 Ramsdell Street
Fircrest, WA 989466-6999
(253) 564-8901
spingel@cityoffircrest.net

Sub: Pool & Community Center Project
Re: Project Inspection and Reporting Services
Contract Extension Amendment

Scott,

Thank you for your email direction received Friday, July 31, 2020 requesting that we continue our inspection and reporting services for the Community Center phase of the overall project from now thru Substantial Completion scheduled for October 25, 2021 and Final Completion scheduled for November 25, 2021 Final Completion.

The purpose of this email is to provide you with a Proposal for continued inspection and reporting services. We propose to use the same inspector Bob Kugen and the same \$125/hour billing rate as in our original contract.

Our budget is based on the following assumptions:

- The bid/award phase will not require our time
- Our work will be largely within the 56 weeks of construction
- Average run rate of 12 hours per week – some weeks more, some weeks less
- \$125 billing rate – same as before, no increase

Based on the above, our budget becomes 56 weeks at 12 hours a week at \$125 per hour = \$84,000.

Thank you in advance for considering our proposal to continue providing inspection and reporting services on the City of Fircrest Pool & Community Center project.

Should you have any questions or desire further clarification of any kind and/or any desired revisions, please contact me either by mobile phone at 253.278.8105, or by email at jdugan@parametrix.com. We look forward to hearing from you soon.

Kindest regards,



Parametrix

Jim Dugan
710 Pacific Avenue, Suite #100, Tacoma, WA 98402
253.278.8105 | cell
jdugan@parametrix.com

NEW BUSINESS: **Materials Testing and Special Inspection Services Contract Amendment
ITEM 10C**

FROM: **Scott Pingel, City Manager**

RECOMMENDED MOTION: **I move to adopt Resolution No. _____, authorizing the City Manager to execute Amendment #1 of the contract for materials testing and special inspection services for Fircrest Pool and Community Center project with Materials Testing & Consulting, Inc.**

PROPOSAL: The Council is being asked to authorize the City Manager to execute Amendment #1 of the contract for materials testing and special inspections services for the Pool and Bathhouse project. This amendment adds work for the Community Center phase, and will be for things such as soils, concrete, and structural steel.

FISCAL IMPACT: The estimated fees for the Community Center phase are \$16,005, which falls within the soft costs portion for the Community Center phase of the project.

ADVANTAGE: Enables the City to have this consultant continue to provide services for the Community Center phase of the project. This amendment get them on board early in the process to ensure the Community Center is built soundly and according to all necessary structural standards.

DISADVANTAGES: None identified.

ALTERNATIVES: Not contract for special inspection services.

HISTORY: The City of Fircrest recently opened bids and intends to award the construction contract for the Community Center project to Kassel & Associates. As a part of the building process, a material testing and special inspections firm ensures things such as soils, concrete, and structural steel are built appropriately. Materials Testing and Consulting, Inc. provided this service for the Pool phase of the project as well.

ATTACHMENTS: [Resolution](#)
[Contract Amendment](#)
[Attachment 1](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT #1 OF THE CONTRACT FOR MATERIALS TESTING AND SPECIAL INSPECTION SERVICES FOR THE FIRCREST POOL AND COMMUNITY CENTER PROJECT WITH MATERIALS TESTING & CONSULTING, INC.

WHEREAS, the City of Fircrest recently opened bids and plans to award the construction contract for the Community Center phase of the Pool and Community Center project, and as a part of the building process, a material testing and special inspections firm ensures things such as soils, concrete, and structural steel are built appropriately; and

WHEREAS, the City has a need for materials testing and special inspections services for the Community Center phase of the project in order to ensure the Community Center is built soundly and according to all necessary structural standards; and

WHEREAS, Materials Testing & Consulting, Inc has the required experience and expertise to provide such services. Now, Therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:

Section 1. The City Manager is hereby authorized and directed to execute Amendment #1 of the contract for materials testing and special inspection services for the Fircrest Pool and Community Center project with Materials Testing & Consulting, Inc.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 25th day of August 2020.

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jayne Westman, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

**AMENDMENT #1
TO THE CITY OF FIRCREST**

PROFESSIONAL SERVICES AGREEMENT WITH MATERIALS TESTING AND CONSULTING, INC. FOR MATERIALS TESTING AND SPECIAL INSPECTION SERVICES FOR THE FIRCREST POOL AND COMMUNITY CENTER PROJECT.

This amendment is hereby made and entered into this 25th day of August 2020, by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the “City” and Materials Testing and Consulting, Inc, hereinafter referred to as “Consultant”, to be effective August 25, 2020.

WITNESSETH:

1. Purpose

The purpose of this amendment is to amend the August 13, 2019 agreement. This amendment is limited to the amendments as set forth herein. All of the remaining terms and conditions of the August 13, 2019 agreement as amended shall remain in full force and effect. The amendments are as follows:

2. Exhibit A

Exhibit A shall be amended to include Attachment 1, attached hereto, and by reference herein, is made a part of the contract with Consultant for Materials Testing and Special Inspection Services for the Fircrest Pool and Community Center Project from August 25, 2020 until Final Completion of the Community Center.

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

MTC-Inc.

By: _____
City Manager

By: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

City Clerk



Date: August 07, 2020

Client Name: *City of Fircrest*

Address: *115 Ramsdell Street, Fircrest, WA 98466*

Email: *spingel@cityoffircrest.net*

Architect: *ARC Architects*

Project Name / Location: *Fircrest Community Center, Fircrest, WA*

Contact: *Scott Pingel*

Phone: *253.564.8901*

Fax:

Based on Plans Dated: *Jul 09, 2020*

Materials Testing & Consulting, Inc. (MTC) thanks you for the opportunity, and respectfully submits the following proposal to provide materials testing and special inspection services during construction of the above-referenced project.

Combined with our past experience with projects of similar size and scope, we estimate the total cost of our services for this project to be:

(01) Earthwork & Asphalt Services					
Item	Unit	Quantity	Rate	Total	
IPD-S - Foundation & Site Subgrade Compaction / VSI	Hour	24	\$ 70.00	\$ 1,680.00	
IPD-S - Utility Trench Compaction	Hour	12	\$ 70.00	\$ 840.00	
IPD-S - Road Subgrade & Rock Course Compaction	Hour	8	\$ 70.00	\$ 560.00	
IPD-A - Asphalt Paving	Hour	8	\$ 70.00	\$ 560.00	
SAMPU - Sample Pickup if Required (Allowance)	Hour	2	\$ 70.00	\$ 140.00	
Subtotal - Earthwork & Asphalt Services:				\$ 3,780.00	
(02) Laboratory Testing for Earthwork & Asphalt / Advanced Geotechnical Laboratory Tests					
Item	Unit	Quantity	Rate	Total	
PROC - Moisture Density Relationship/Proctor with Sieve	Each	3	\$ 275.00	\$ 825.00	
EXT - Asphalt Extraction with Gradation	Each	1	\$ 250.00	\$ 250.00	
RICE - Rice Density	Each	1	\$ 95.00	\$ 95.00	
Subtotal - Laboratory for Earthwork & Asphalt:				\$ 1,170.00	
(03) Special & Construction Inspection					
Item	Unit	Quantity	Rate	Total	
RC - Foundation incl. Footings and Stemwalls	Hour	18	\$ 72.00	\$ 1,296.00	
RC - Interior Slab on Grade	Hour	12	\$ 72.00	\$ 864.00	
RC - Column Pourbacks	Hour	4	\$ 72.00	\$ 288.00	
RC - Exterior Concrete incl. Paving, Sidewalks and Trash Enclosure	Hour	30	\$ 72.00	\$ 2,160.00	
CG - Base Plate Grout Sampling	Hour	5	\$ 72.00	\$ 360.00	
FAB - Fabrication - AISC Assumed	Hour	4	\$ 80.00	\$ 320.00	
SS - Field Erection & Site Welding - Visual	Hour	8	\$ 80.00	\$ 640.00	
LW - Lateral Wood & Cold Form - Seismic Resistant Construction	Hour	12	\$ 80.00	\$ 960.00	
PROPANC - Epoxy & Expansion Anchors	Hour	16	\$ 72.00	\$ 1,152.00	
Subtotal - Special & Construction Inspection:				\$ 8,040.00	
(04) Laboratory Testing - Special & Construction Inspection					
Item	Unit	Quantity	Rate	Total	
CONC - Concrete Compression Test Cylinders - 4" x 8" - Sets of 5	Each	60	\$ 25.00	\$ 1,500.00	
BPG - Column Grout Compressive Strength Test - 2x2 Cube	Each	3	\$ 25.00	\$ 75.00	
Subtotal - Special & Construction Inspection:				\$ 1,575.00	
(14) Floor Flatness / Floor Levelness					
Item	Unit	Quantity	Rate	Total	
FF - Floor Flatness - If Requested	Hour	8	\$ 95.00	\$ 760.00	
Subtotal - Floor Flatness / Floor Levelness Inspection:				\$ 760.00	
(30) Project Management & Consulting Services					
Item	Unit	Quantity	Rate	Total	
PM - Project Manager	Hour	8	\$ 85.00	\$ 680.00	
Subtotal - Project Management & Consulting Services:				\$ 680.00	
Budget Estimate for Services - Total:				\$ 16,005.00	



Date: August 07, 2020

Client Name: City of Fircrest

Address: 115 Ramsdell Street, Fircrest, WA 98466

Email: spingel@cityoffircrest.net

Architect: ARC Architects

Project Name / Location: Fircrest Community Center, Fircrest, WA

Contact: Scott Pingel

Phone: 253.564.8901

Fax:

Based on Plans Dated: Jul 09, 2020

- Prices are subject to change if this agreement is not executed within 90 days from the date of the bid.
- All services will be provided on a time and materials basis. The total is an estimate the actual construction cost will be based on the project schedule and sequencing. The estimate is not a guaranteed price. A four hour minimum charge applies to all work performed, billing is also based on a portal to portal basis. A premium rate of 1.5 times the regular rate will be charge for overtime and 2 times the regular charge for Sunday's and holidays.
- MTC will utilize the laboratory based closest to the project site. MTC offers additional services upon request which will be billed at our regular fee schedule. Acceptance of this proposal will constitute agreement to MTC standard general terms and conditions.
- In closing, our experienced inspection staff will ensure the highest level of quality is brought to your project. We believe that our local staff and vast experience on projects of similar size and scope make MTC the clear team member of choice for this project. We look forward to working with you.

Respectfully Submitted,

Curtis Shear, Owner
(360) 755-1990 x1106

Client Authorized Signature

Printed Name & Title

Date

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE: August 25, 2020

SUBJECT: 10D Resolution authorizing the City Manager to execute an Interlocal Agreement with Pierce County Flood Control District for the Opportunity Fund Program.

FROM: Jerry Wakefield, Public Works Director

RECOMMENDED MOTION: I move to adopt Resolution No. _____ authorizing the City Manager to execute an Interlocal Agreement with Pierce County Flood Control District for the Opportunity fund Program.

PROPOSAL:

Council is being asked to authorize the City Manager to enter into an Interlocal Agreement with the Pierce County Flood Control District for the Opportunity fund Program.

FISCAL IMPACT:

At this time there is no financial impact. This interlocal agreement allows the City of Fircrest to utilize this fund for upcoming storm-related projects which will be budgeted in 2021. This fund will help reduce the costs of future matching funds for the approved grant project in 2021.

ADVANTAGES:

This allowed the City to utilize funds from the Opportunity fund allocated for the City of Fircrest.

DISADVANTAGES:

None.

ALTERNATIVES:

Not use this program for this stormwater-related projects and wait for a future upcoming project or issue to utilize the funds.

HISTORY:

In May of 2020, We received a letter from the Pierce County Flood Control District advising the City about the Opportunity fund program. In consultation with them and eligible item for the funds is stormwater-related projects. As the City received notification that the outfall improvement projects were being funded from the Washington State Department of Ecology we looked into using the Opportunity funds as part of our match funds for this grant. These grant monies will be available in 2021. To use the Opportunity Fund, an interlocal agreement is required between the City of Fircrest and the Pierce County Flood Control District. Once the interlocal agreement is executed a notice of intent and scope of work will be submitted to the Pierce County Flood Control District. This is anticipated to happen in the fall of 2020, so funds will be available in 2021 to use as our matching funds for the grant.

Attachment: [Resolution](#)
[Interlocal Agreement](#)

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**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY MANAGER
TO EXECUTE A INTERLOCAL AGREEMENT WITH PIERCE
COUNTY FLOOD CONTROL ZONE DISTRICT FOR THE
OPPORTUNITY FUND PROGRAM.**

WHEREAS, the Pierce County Council pursuant to Ordinance 2011-95s, executed on April 3, 2012, formed the Pierce County Flood Control Zone District (“District”) as authorized by Chapter 86.15 RCW to address flood control needs throughout Pierce County; and

WHEREAS, funding for the District is provided by property tax levies based on a percentage of the assessed valuation of properties within the District; and

WHEREAS, Resolution 2013-2 of the District’s Board of Supervisors established an Opportunity Fund, representing ten percent (10%) of the District’s annual property tax revenues, to help Pierce County, cities, and towns fund activities related to flood control and stormwater-related projects, along with watershed management activities, studies, and plans which further such projects; and

WHEREAS, the City of Fircrest annually receives a proportion of the Opportunity Fund corresponding to the portion of the City within Pierce County; and

WHEREAS, the City’s portion of the Opportunity Fund can be used for the City’s flood control and stormwater-related projects, such projects are subject to the review and approval of the District; and

WHEREAS, the City must execute an interlocal agreement (“ILA”) with the District, attached herein as Exhibit “A”, before any request for funding from the Opportunity Fund.

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST
THAT:**

Section 1. The City Manager is hereby authorized and directed to execute the interlocal agreement attached as Exhibit “A” with the Pierce County Flood Control District for the purpose of requesting funding for flood control and stormwater-related projects within the portion of the City of Fircrest located within Pierce County.

Section 2. The City Manager is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

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APPROVED AND ADOPTED this 25th day of August 2020 at a regular meeting of the City Council of the City of Fircrest.

APPROVED

Hunter George, Mayor

ATTEST:

Jayne Westman, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

**INTERLOCAL AGREEMENT BETWEEN
THE PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT AND THE
CITY OF FIRCREST FOR OPPORTUNITY FUND PROJECTS**

THIS AGREEMENT is made and entered into by and between the City of Fircrest, a municipal corporation of the State of Washington ("Municipality") and the PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT, a quasi-municipal corporation of the State of Washington ("District") ("Parties" or when singular "Party"), and shall be effective upon execution by the Municipality and the District.

RECITALS

A. In Ordinance 2011-95s, passed on April 3, 2012, the Pierce County Council formed the District, as authorized by Chapter 86.15 RCW.

B. In Resolution No. 2013-2 ("Resolution"), the District Board of Supervisors:

1. Allocated and set aside ten percent (10%) of the District's annual regular property tax revenues as an "Opportunity Fund" for use by Pierce County (on behalf of unincorporated Pierce County), cities and towns on Opportunity Fund projects;

2. Established methods for allocation of Opportunity Fund revenues and declared the purposes and uses of the Opportunity Fund;

3. Provided for accrual and roll over of a Municipality's Opportunity Fund allocation;

4. Authorized the District Administrator to develop rules and procedures for administering and carrying out the Opportunity Fund, which includes review of proposed Opportunity Fund projects by the District Administrator or designee, and review and approval of such projects by the Board; and

5. Approved this form of Agreement between the Parties.

C. Pursuant to Chapter 39.34 RCW and RCW 86.15.080(11), the Parties desire to enter into this Agreement to provide for Opportunity Fund projects as authorized by the Board.

AGREEMENT

In furtherance of the foregoing and in consideration of the following terms and conditions, the Parties agree as follows:

1. Definitions. In this Agreement, the following terms shall have the following meanings.

1.1 "Board" means the Board of Supervisors of the District.

1.2 "District Administrator" means the Director of the Pierce County Public Works and Utilities Department, or designee.

1.3 "Municipality" means cities and towns in Pierce County and Pierce County.

1.4 "Opportunity Fund" means the portion of the District's annual regular property tax revenues that has been allocated and set aside by the District for use by the Municipalities on Projects, as authorized by Resolution No. 2013-2, including amendments thereto.

1.5 "Project" means a specific improvement, study, plan or activity that meets the purposes and uses of Resolution No. 2013-2, including amendments thereto, and that has been approved by the Board.

1.6 "Project Rules" means the rules and regulations established by the District Administrator for the Opportunity Fund program, including amendments thereto.

2. Term of Agreement—Termination of Agreement—Survival of Agreement. This Agreement shall be effective upon execution by both Parties, and shall remain in effect until terminated by one or both of the Parties. Either Party may terminate this Agreement by providing written notice of termination to the other Party no less than sixty (60) days prior to the effective date of termination. This Agreement also may be terminated upon mutual agreement of the Parties expressed in writing. Sections 12 and 13 of this Agreement shall survive any termination of this Agreement.

3. Rules and Regulations; District Administrator. The Municipality acknowledges receipt of and agrees to satisfy and follow the Project Rules.

4. Project Eligibility. The Municipality may apply for and seek approval of proposed Projects. The proposed Projects may be a future Project or a pending Project, as defined by the Project Rules.

5. Project Applications. The Municipality must submit an application for each proposed Project to the District Administrator, on a form approved by the District Administrator. The application must be accompanied by plans, drawings,

descriptions, studies, reports, schedules, costs, budgets and/or other data and information required by the Project Rules or requested by the District Administrator.

6. Multi-Year Projects. A Project may be implemented over multiple years and may be financed by the Municipality's allocation of the Opportunity Fund in the year of Project approval and by the Municipality's anticipated allocation of the Opportunity Fund in future years. However, District approval of a Project shall not be construed as nor constitute a District obligation or commitment to authorize a property tax levy or set aside a portion of a property tax levy for the Opportunity Fund in calendar years beyond the year in which a Project is approved.

7. Use and Vesting of Opportunity Fund Allocation. The Municipality shall use Opportunity Fund allocations only for expenses related to the Projects. The unexpended portion of the Municipality's allocation of Opportunity Fund revenues in a calendar year shall be rolled over and reserved for use by the Municipality on Projects in subsequent calendar years. The District shall have no obligation to set aside or allocate Opportunity Funds in calendar years after the calendar year in which the Project is approved. The Municipality understands and acknowledges that the Board has the right and discretion to modify or terminate the Opportunity Fund and its program, and will consider this possibility in providing for and implementing any Project.

8. Project Approval—Implementation of Projects. After approval of a Project, the District Administrator shall prepare a written description of the Project, which shall be deemed to be an amendment to this Agreement. The District Administrator shall provide a copy of the Project description to the Municipality. The Municipality shall implement the Project only as authorized by the Board and described in the amendment. In implementing the Project, the Municipality shall comply with all applicable laws, rules and regulations, and shall be responsible for obtaining all approvals and permits for the Project.

9. Distribution of Opportunity Fund Allocations. After an actual expenditure is incurred for a Project, the Municipality shall request distribution of Opportunity Fund allocations in a manner and pursuant to a process required by the Project Rules. However, after Board approval of a Project, the Municipality may request advance distribution of all or a part of the Opportunity Fund allocation for the Project, prior to expenditure of funds on the Project, in accordance with terms and conditions in the Project Rules.

10. Reports—Audits—Records Retention—Inspections. The Municipality shall prepare and file written reports describing the progress on and the status of the Project, as required by the Project Rules. The Municipality shall prepare and file such other written reports, including but not limited to a final report after Project completion, as required by the Project Rules. The Municipality shall retain all records and documents relating to a Project for a minimum of seven (7) years

after substantial completion of the Project, unless required by law to be retained for a longer period, in which case the longer period shall apply. Upon reasonable notice, the Municipality shall make available to the District Administrator for inspection, review and audit all records and documents relating to the Project and the expenditure of the Opportunity Fund allocations, as required by Project Rules.

11. Project Ownership and Maintenance. If the Project involves the acquisition, extension, enlargement, or construction of an improvement, the Municipality shall take ownership of, and shall be obligated to operate, maintain, repair and replace such improvement. The District shall have no obligation or responsibility for the operation, maintenance, repair and replacement of such improvement.

12. Audit Exception Repayments. The Municipality agrees that it is financially responsible for and will repay to the District all indicated amounts following an audit exception, which occurs due to the negligent or intentional acts by the Municipality, its officers, officials, employees, agents, contractors or volunteers.

13. Hold Harmless and Indemnification.

13.1 To the maximum extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party, and all of its officers, officials, employees, agents, contractors and volunteers, from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or resulting from any negligent acts, errors, omissions of the indemnifying Party and its officers, officials, employees, agents, contractors and volunteers in performing obligations under this Agreement or in implementing a Project. However, if any such injuries and damages to persons or property are caused by or result from the concurrent negligence of the District or its officers, officials, employees, agents, contractors and volunteers, and the Municipality or its officers, officials, employees, agents, contractors and volunteers, each Party's obligation hereunder applies only to the extent of the negligence of such Party or its officers, officials, employees, agents, contractors or volunteers.

13.2 The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under industrial insurance, Title 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated by the Parties.

14. Amendment. This Agreement may be modified by written instrument approved by the Municipality's governing body and the District Board of Supervisors and signed by the authorized representatives of the Parties.

15. Waiver. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provision of this Agreement. No waiver shall be effective unless made in writing.

16. No Third Party Rights. Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care with reference to any third party.

17. Entirety. This Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated are excluded. This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties relating to the projects and constitutes the entire agreement between the Parties.

18. Counterparts. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated document.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces below:

PIERCE COUNTY FLOOD
CONTROL ZONE DISTRICT

Name: _____

Title: _____

Date: _____

Attested to:

Name: _____

Title: _____

Flood Control Zone

District Administrator

Date: _____

Attested to:

Kate Kennedy

Clerk of Board of Supervisors

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE:

August 25th, 2020

SUBJECT: 10E

Resolution Authorizing the City Manager to act as the authorized representative/agent on behalf of the City of Fircrest and to legally bind the City of Fircrest concerning the Fircrest Park improvement and Tennis Court projects for which we seek grant Funding Assistance through the Recreation and Conservation Office.

FROM:

Parks & Recreation Director, Jeff Grover

RECOMMENDED MOTION: I move to adopt Ordinance No. ____ Authorizing the City Manager to act as the authorized representative/agent on behalf of the City of Fircrest and to legally bind the City of Fircrest concerning the Fircrest Park improvement and Tennis Court projects for which we seek grant Funding Assistance through the Recreation and Conservation Office

PROPOSAL: Council is being asked to authorize the City Manager to represent the City concerning applying for two grants through the Washington State Recreation and Conservation Office.

FISCAL IMPACT: The Parks & Recreation Department applied for two grants this cycle. Grant 20-1437, Gene Goodwin Tennis Courts Resurfacing will completely resurface the tennis courts adjacent to Fircrest Park, with new surfacing and lines for both tennis and pickleball on all three courts. The cost of this project \$32,000. The City's match for this project is \$8,000, 25% of the overall cost.

Grant 20-1232, Fircrest Park Athletic Field Improvements will renovate the field lights and natural turf at Fircrest Park. The cost for this project is \$317,030. The City's match for this project is \$85,030, 26.82% of the overall cost.

ADVANTAGES: Fircrest Park is a 7.8 community park that provides walking paths, a playground, picnic shelter and tables, and open space. The sports fields accommodate four youth baseball fields two full-sized soccer fields and six modified soccer fields. Completing this renovation will enhance the field playability, allow for more nighttime play, and generally transform it into a better multisport park. This is an excellent time for the upgrades, as the new community center will be nearing completion and these improvements will coincide with the site rehabilitation of that project. The tennis courts are heavily used and have not been resurfaced in over 20 years. This is also an excellent time to complete this renovation in conjunction with the community center, especially with the increased popularity of pickleball.

DISADVANTAGES: None of great significance.

ALTERNATIVES: Forego submitting the grant applications and seek other funding sources.

HISTORY: RCO offers grant opportunities on a two-year cycle. City staff identified these two renovation projects from the 2020 PROS Plan. These specific projects were selected due to their high levels of use and proximity to the new pool and community center and the site improvements included therein.

Attachment: [Resolution](#)
[Applicant Resolution/ Authorization](#)

1 **CITY OF FIRCREST**
2 **RESOLUTION NO. ____**

3 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF**
4 **FIRCREST, WASHINGTON, AUTHORIZING THE CITY MANAGER TO**
5 **ACT AS THE AUTHORIZED REPRESENTATIVE/AGENT ON BEHALF**
6 **OF THE CITY OF FIRCREST AND TO LEGAL BIND THE CITY OF**
7 **FIRCREST concerning THE BELOW PROJECTS FOR WHICH WE SEEK**
8 **GRANT FUNDING ASSISTANCE MANAGED THROUGH THE**
9 **RECREATION AND CONSERVATION OFFICE.**

10 **ORGANIZATION NAME (SPONSOR)** City of Fircrest

11 **RESOLUTION NO. (IF APPLICABLE)** _____

12 **PROJECT(S) NUMBER(S), AND NAME(S)**

13 1.) 20-1437 DEV, Gene Goodwin Tennis Courts Resurfacing

14 2.) 20-1232 DEV, Fircrest Park Athletic Field Improvements

15 **WHEREAS**, Fircrest Park and the Gene Goodwin Tennis Courts are cherished and heavily
16 used public amenities; and

17 **WHEREAS**, the tennis courts, field lighting, and turf at Fircrest Park are aging and in need
18 of substantial maintenance improvements; and

19 **WHEREAS**, state grant assistance is requested by the City of Fircrest to aid in financing the
20 cost of this project; and Now, Therefore

21 **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:**

22 **Section 1.** Our organization has applied for or intends to apply for funding assistance managed by
23 the Office for the above "Project(s)."

24 **Section 2.** Scott Pingel, City Manager, is authorized to act as a representative/agent for our
25 organization with full authority to bind the organization regarding all matters related to the
26 Project(s), including but not limited to, full authority to: (1) approve submittal of a grant application
27 to the Office, (2) enter into a project agreement(s) on behalf of our organization, (3) sign any
28 amendments thereto on behalf of our organization, (4) make any decisions and submissions
29 required concerning the Project(s), and (5) designate a project contact(s) to implement the day-to-
30 day management of the grant(s).

1 **Section 3.** Our organization has reviewed the sample project agreement on the Recreation and
2 Conservation Office's WEBSITE at
3 <https://rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf>. We understand and
4 acknowledge that if offered a project agreement to sign in the future, it will contain an
5 indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign
6 immunity (applicable to Tribes) and other terms and conditions substantially in the form contained
7 in the sample project agreement and that such terms and conditions of any signed project agreement
8 shall be legally binding on the sponsor if our representative/agent enters into a project agreement
9 on our behalf. The Office reserves the right to revise the project agreement prior to execution and
10 shall communicate any such revisions with the above-authorized representative/agent before
11 execution.

12 **Section 4.** Our organization acknowledges and warrants, after conferring with its legal counsel,
13 that its authorized representative/agent has the full legal authority to enter into a project
14 agreement(s) on its behalf, that includes indemnification, waiver of sovereign immunity (as may
15 apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form
16 contained in the sample project agreement or as may be revised before execution.

17 **Section 5.** Grant assistance is contingent on a signed project agreement. Entering into any project
18 agreement with the Office is purely voluntary on our part.

19 **Section 6.** Our organization understands that grant policies and requirements vary depending on
20 the grant program applied to, the grant program and source of funding in the project agreement, the
21 characteristics of the project, and the characteristics of our organization.

22 **Section 7.** Our organization further understands that *before* our authorized representative/agent
23 executing the project agreement(s), the RCO may make revisions to its sample project agreement
24 and that such revisions could include the indemnification, the waiver of sovereign immunity, and
25 the legal venue stipulation. Our organization accepts the legal obligation that we shall, before the
26 execution of the project agreement(s), confer with our authorized representative/agent as to any
27 revisions to the project agreement from that of the sample project agreement. We also acknowledge
28 and accept that if our authorized representative/agent executes the project agreement(s) with any
29 such revisions, all terms and conditions of the executed project agreement (including but not limited
30 to the indemnification, the waiver of sovereign immunity, and the legal venue stipulation) shall be
31 conclusively deemed to be executed with our authorization.

Section 8. Any grant assistance received will be used for only direct eligible and allowable costs
that are reasonable and necessary to implement the project(s) referenced above.

Section 9. *(Recreation and Conservation Funding Board Grant Programs Only)* If a match is
required for the grant, we understand our organization must certify the availability of match at least
one month before funding approval. In addition, our organization understands it is responsible for
supporting all noncash matching share commitments to this project should they not materialize.

1 **Section 10.** Our organization acknowledges that if it receives grant funds managed by the Office,
2 the Office will pay us on only a reimbursement basis. We understand reimbursement basis means
3 that we will only request payment from the Office after we incur grant eligible and allowable costs
and pay them. The Office may also determine an amount of retainage and hold that amount until
the project is complete.

4 **Section 11.** [*Acquisition Projects Only*] Our organization acknowledges that any property acquired
5 with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise
6 agreed to in writing by our organization and the Office. We agree to dedicate the property in a
7 signed “Deed of Right” for fee acquisitions, or an “Assignment of Rights” for other than fee
8 acquisitions (which documents will be based upon the Office’s standard versions of those
documents), to be recorded on the title of the property with the county auditor. Our organization
acknowledges that any property acquired in the fee title must be immediately made available to the
public unless otherwise provided for in the policy, the Agreement or an amendment thereto.

9 **Section 12.** [*Development, Renovation, Enhancement, and Restoration Projects Only – If your*
10 *organization owns the property*] Our organization acknowledges that any property owned by our
11 organization that is developed, renovated, enhanced, or restored with grant assistance must be
dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program
policy or Office in writing and per the project agreement or an amendment thereto.

12 **Section 13.** [*Development, Renovation, Enhancement, and Restoration Projects Only – If*
13 *your organization DOES NOT own the property*] Our organization acknowledges that any
14 property not owned by our organization that is developed, renovated, enhanced, or restored
15 with grant assistance must be dedicated for the purpose of the grant as required by grant
program policies unless otherwise provided for per the project agreement or an amendment
thereto.

16 **Section 14.** [*Only for Projects located in Water Resources Inventory Areas 1 – 19 that are*
17 *applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and*
18 *Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; or the Puget*
19 *Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved*
grant] Our organization certifies the following: the Project does not conflict with the *Puget Sound*
Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.

20 **Section 15.** This resolution/authorization is deemed to be part of the formal grant application to
the Office.

21 **Section 16.** Our organization warrants and certifies, after conferring with its legal counsel, that this
22 resolution/authorization was properly and lawfully adopted following the requirements of our
23 organization and applicable laws and policies and that our organization has the full legal authority
24 to commit our organization to the warranties, certifications, promises, and obligations set forth
25 herein.
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1 **APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF**
2 **FIRCREST, WASHINGTON,** at a regular meeting thereof this 25th day of August 2020.

3 **APPROVED:**

4 _____
5 Hunter T. George, Mayor

6 **ATTEST:**

7 _____
8 Jayne Westman, City Clerk

9 **APPROVED AS TO FORM:**

10 _____
11 Michael B. Smith, City Attorney

12 [All Applicants] Signed and approved on behalf of the resolving body of the organization by the
13 following authorized member(s):

14 Signed _____

15
16 Title _____ Date _____

17 Washington State Attorney General's Office

18
19 Approved as to form _____ *Brian Toller* _____ 2/13/20
20 *Assistant Attorney General* *Date*



Applicant Resolution/Authorization

Organization Name (sponsor) _____

Resolution No. or Document Name _____

Project(s) Number(s), and Name(s) _____

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	
Project contact (day-to-day administering of the grant and communicating with the RCO)	
RCO Grant Agreement (Agreement)	
Agreement amendments	
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date _____

On File at: _____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: _____ Date: _____

Washington State Attorney General's Office

Approved as to form Brian Toller 2/13/2020
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.