



KEY PENINSULA METROPOLITAN PARK DISTRICT
D.b.a. KEY PEN PARKS

Board Meeting

(Meetings may be videotaped or recorded)

AGENDA

February 8, 2021

7:00 PM – Study Session

7:30 PM – Regular Meeting

Public Notice: Pursuant to Governor Inslee's' Stay Home, Stay Healthy Proclamation 20-25 and the extension of Proclamation 20-28 regarding Open Public Meetings, this Board of Commissioners meeting will be conducted remotely. We encourage the public to participate in the meeting via the Zoom platform:

<https://zoom.us/j/93845759424?pwd=Qzh3d1lvMGs1djdBcUdoVitldlZGQT09>

Meeting ID: 938 4575 9424 Passcode: 134650

Dial in (253) 215 8782

Members of the Board of Park Commissioners

Ed Robison, President

Shawn Jensen, Vice President

Kip Clinton, Clerk

Mark Michel, Member-at-Large

Linda Parry, Member-at-Large

Study Session – 7:00 PM

1. Review and discussion on updates to park rules

Regular Meeting – 7:30 PM

1. Call to Order

2. Roll Call

	Present	Excused	Comment
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- | | | | |
|-----------------|--|--|--|
| a. Ed Robison | | | |
| b. Shawn Jensen | | | |
| c. Mark Michel | | | |

- d. Kip Clinton
- e. Linda Parry

3. Pledge of Allegiance

4. Approval of Agenda

5. Special Presentations (none)

6. Public Comments: *Limited to 3 minutes per issue per person. Speaker will state name and their address. If providing handouts, need to provide 10 copies for Commissioners and Staff.*

PUBLIC PARTICIPATION IN BOARD MEETINGS – Anyone may address any resolution for final consideration the agenda. Public comment on any other items on the agenda shall be at the discretion of the President. To ensure equal opportunity for the public to comment, the President may impose a time limit on each speaker. Questions must be directed to the President.

Under no circumstance shall any person be allowed to address the board on matters in which the District or a District official is a litigant. Speakers are requested to address the board with decorum.

7. Approval of the Minutes

- a. January 11, 2021 Regular Meeting

8. Financial Report

- a. January 2021 Financial Report

9. Executive Director's Report

10. Board Committee and Advisory Council Reports

- a. Land and Improvements Committee
- b. Key Peninsula Park and Recreation Foundation Report
- c. Trail Update
- d. Event Committee

11. Board President's Report

12. Unfinished Business

- a. Approval of Resolution R2021-01 Updating the Master Fee Schedule

13. New Business

- a. Review of Partner Accomplishments for 2020 – Key Peninsula Historical Society
- b. Approval of Partnership Agreements with Red Barn Youth Center and Key Peninsula Historical Society

- c. Approval of Foundation Agreement
- d. Approval of Resolution R2021-02 Declaration of Surplus Property for Disposition
- e. Approval of 2021 Wage Matrix with CPI Adjustment

14. Other minor matters

15. Good of Order/Comments by Board Members

16. Next Regular Meeting March 8, 2021

17. Adjournment



Regular Meeting: February 8, 2021

Item # Study Session

To: Board of Park Commissioners
From: Tracey Perkosky, Executive Director
Date: February 8, 2021
Subject: Study Session – Park Rules

After a recent incident in Gateway Park involving a propane fueled fire pit located under the pavilion, a review of the current park rules seemed prudent. This study session is get direction on a future resolution to define the park rules.

Attachment 1: Key Pen Parks Rules

Attachment 2: Pen Met Parks Rules

Attachment 3: Pierce County Park Rules

Attachment 4: Kitsap County Park Rules

Attachment 5: City of Gig Harbor Park Rules

KEY PEN PARKS

RULES

Key Pen Parks welcomes you to this facility, hopes that you enjoy your visit.

PLEASE HELP US KEEP YOUR PARKS SAFE AND CLEAN

- HOURS:** Open during daylight hours **ONLY**
- ANIMALS:** Horses and pets are not allowed on athletic fields, play areas or picnic sites
- All animals must be kept on a leash (Pierce County Code Chapter 6.03.010)
Dog owners SHALL clean up after their pets.
Horse owners to clean up horse feces on trails and in parks.
- TRAILS:** Please stay on designated trails.
- TRASH:** Please place trash and garbage in receptacles. If no receptacles are available, guest shall pack in and pack out all waste.
- VEHICLES:** Motorized vehicles shall remain in designated parking areas. Overnight parking is not permitted. Loitering in vehicles
- INTOXICANTS:** Alcohol possession, marijuana **and** drugs use is prohibited
- SMOKING:** Smoking, vaping, and all other tobacco use is prohibited.
- PROHIBITED ACTIVITIES** Discharge of fire arms, fireworks, campfires, disorder conduct, amping except where allowed with a special permit, vandalism, and convenience foods such as candy and soda pop.

Key Pen Parks is not responsible for damage or theft of vehicles and/or property in park or parking areas.

This facility is regularly inspected by Key Pen Parks. Should you see any problems, or have concerns regarding the safety of this facility, please call 253-884-9240 to advise.

VOLUNTEER PARK

- Organized use of athletic fields must be scheduled through the Key Pen Parks. Please call 253-884-9240 to obtain information on field availability and rental fees. In case of field use conflicts please call 253-884-9240
- Collecting, gathering or harvesting natural resources or other materials without the express written permission of Key Pen Parks is not allowed
- Golf is not allowed on the ballfields
- Sales & Rentals (unless with special permit) are not permitted.

GATEWAY PARK

- Organized use of field must be scheduled through the Key Pen Parks. Please call 253-884-9240 to obtain information on field availability and rental fees. In case of field use conflicts please call 253-884-9240
- Collecting, gathering or harvesting natural resources or other materials without the express written permission of Key Pen Parks is not allowed
- Golf is not allowed
- Sales & Rentals (unless with special permit) are not permitted
- Horse owners SHALL clean up horse feces and haul away.

ROCKY CREEK CONSERVATION AREA

- The following items are prohibited:
 - Dumping of trash
 - ATV and other motorized vehicles
 - Collecting, gathering or harvesting natural resources or other materials (unless with special permit)
 - Hunting

HOME PARK

- Organized use of picnic shelter must be scheduled
- The following items are prohibited:
 - Open fires except in designated area
 - Sales & Rentals

SKATE PARK RULES

- Glass Containers are not allowed.
- Skate at your own risk. This Park is not supervised.
- Proper safety equipment should be worn always including but not limited to: helmet, knee and elbow pads and wrist guards
- Skating against traffic is not permitted.
- Ramps must be clear of other skaters before you proceed.
- Spectators are to stay off skating areas always.
- Please place trash and litter in cans provided to keep area clean & safe
- Profanity, loud music, bad behavior, or recklessness is not allowed

WARNING: This facility is used by experience and inexperience skaters. Serious injury may result from being hit by a skateboard, falling, or colliding.

TAYLOR BAY

- All pets and domestic animals are prohibited from beach areas, must be kept on a leash no longer than 8ft, and owners **MUST** clean up after their pets.
- Unguarded beach, swim at your own risk
- Potential pollutants in bay
- **NO** motorized watercraft may access the beach area for **ANY** reason, including, but not limited to, docking or loading/unloading passengers

Taylor Bay Beach

Take only memories leave only footprints

Walk gently on barnacle covered rocks. They are living animals

Explore tide pools with consideration of the critters confined to those small spaces

Refill any holes you dig in the sand

Leave the beach clean - take your litter out with you

Leave “abandoned” animals alone — their mother is most likely nearby getting lunch

Watch birds at a distance especially in nesting areas

Look gently under rocks and seaweed and replace them exactly the way you found them

Sand dollars are worth more at the beach where they live

What you pick up, please return

All laws, rules and regulations of the State of Washington relating to season limits and methods of fishing are applicable to fishing or game fish in all Key Pen Parks facilities. No person may fish for or possess any fish taken from any dam, dike, bridge, dock, boat landing or beach which is posted with a sign prohibiting fishing

Thank you and enjoy!

TAYLOR BAY BEACH

Park Boundary

Private Beach Properties Beyond this point

Ownership includes Tidelands
Down to extreme low tides

Please respect the privacy of the residents by not trespassing

Park Shelter Use Rules

Park Shelter Area Reserved Daily. For reservations and information please call Key Pen Parks 253-884-9240.

- "Drop In" groups/events must vacate in the event the Park Shelter has been officially reserved.
- Inflatables/Bouncy Houses are prohibited:

Peninsula Metropolitan Park District



PARK USE REGULATIONS

Sections:

14.08.010 Title.

14.08.020 Liberal Construction.

14.08.030 Definitions.

14.08.040 Permits Required for Certain Activities.

14.08.050 Permit Administration and General Requirements.

14.08.060 Prohibited Activities.

14.08.070 Animal Control.

14.08.080 Regulation of Campgrounds and Picnic Areas.

14.08.090 Regulation of Vehicles.

14.08.100 Aircraft.

14.08.110 Other Modes of Transportation.

14.08.120 Park Hours.

14.08.130 Violation - Penalty.

14.08.140 Severability.

Cross-reference: Chapter 36.68 RCW

14.08.010 Title.

This Section shall constitute the Park Code of the Peninsula Metropolitan Park District (PenMet Parks) and may be cited as such. Conduct in all public parks shall be subject to all the general police regulations of this Section and not exclusively to the provisions of this Section.

14.08.020 Liberal Construction.

This Section is an exercise of the police power of the State of Washington, Pierce County and PenMet Parks, for the public peace, health, safety and welfare, and its provisions shall be liberally construed.

14.08.030 Definitions.

The terms used in this Section, unless clearly contrary to or inconsistent with the context in which used, shall be:

A. "Aircraft" means any contrivance now known, or hereafter invented, used or designed for navigation of or flight in the air.

B. "Animal" means any nonhuman mammal, bird, reptile, or amphibian.

- C. "Camp" means erecting a tent or shelter or arranging bedding or both, for the purpose of, or in such a way that permits remaining overnight, or parking a trailer, camper, or other vehicle for the purpose of remaining overnight.
- D. "District" means PenMet Parks.
- E. "Facilities" means any equipment, building, structure, roadway, trail, path, or area operated by PenMet Parks.
- F. "Fee" means the currently adopted fee schedule for use of by PenMet Parks.
- G. "Park" means and includes all parks, squares, drives, community centers, recreation centers, meridians, trails, linear corridors, parkways, boulevards, golf courses, boat launching ramps, zoos, beaches, playfields, and recreation areas and facilities comprising the parks and recreation system of PenMet Parks and under the management and control of PenMet Parks.
- H. "Permit" means any and all permits, licenses, or approvals required by federal or state law, or required by County Ordinance or the Pierce County Parks and Recreation Services Department or PenMet Parks.
- I. "Person" means all natural persons, firms, partnerships, entities, corporations, clubs and all associations or combination of persons whenever acting for themselves or through an agent, servant or employee.
- J. "Sheriff" means and includes the Pierce County Sheriff and deputies and all members of the law enforcement agencies within Pierce County.
- K. "Vehicle" means any self-propelled device capable of being moved, and in, upon, or by which any person or property may be transported or drawn and shall include, but not be limited to, automobiles, trucks, motorcycles, motor-scooters, bicycles, sailboards, All Terrain Vehicles, go-carts, jeeps or similar type four-wheel drive vehicles and snowmobiles, whether or not they can be legally operated upon the public highways.
- L. "Watercraft" means any floating device, powered by internal combustion engine, wind or human power, capable of traveling on or under water.

14.08.040 Permits Required for Certain Activities.

It shall be unlawful in any park, without first securing a permit from PenMet Parks or designee, for any person to:

- A. Use a public address system or other sound amplifying device;
- B. Use, place or erect any signboard, sign, billboard, bulletin board, post, pole or device of any kind for advertising in any park or to attach any notice, bill, poster, sign, wire, rod or card to any tree, shrub, railing, post or structure, or erect a structure of any kind;
- C. Sell refreshments or merchandise or engage in any business or occupation;
- D. Use any park facility for the purpose of having any watercraft for hire;
- E. Launch waterborne craft from any shoreline except from specifically designated areas or with specific permit. The launching of waterborne craft as provided in this Section shall be unlawful if the required fee as determined by Resolution has not been paid;
- F. Take up collections or to act as or apply the vocation of a solicitor, agent, peddler, beggar, strolling musician, organ grinder, exhorter, barker or showman within a park;

- G. Hold any organized runs, walks, races, trials, or competitions;
- H. Hold any shows, festivals, fund raisers, carnivals, parades, or similar activities;
- I. Skate board, other than in designated areas;
- J. In-Line Skate, other than in designated areas;
- K. Sailboard, other than in designated areas;
- L. Fly aircraft, model aircraft, model rockets, hot air balloons, other than in designated areas;
- M. Parachute;
- N. Hang glide.
- O. Para-sail;
- P. Moor watercraft, other than in designated areas;
- Q. Engage in paint balling or survival games;
- R. Participate in archery, other than in designated areas; or
- S. Engage in disaster drills.

If PenMet Parks or designee finds that the safety, comfort, and convenience of the public in the use of the parks, or in the use of the area adjacent to the park, would be unduly disturbed, PenMet Parks or designee may deny the application, impose restrictions upon the permit or issue a permit for a different date, time, park, or park area to alleviate such disturbance.

PenMet Parks or designee may issue a permit for use of the park during hours when the park is closed.

14.08.050 Permit Administration and General Requirements.

- A. Any person who has obtained a permit from PenMet Parks or designee must produce and exhibit such permit upon request.
- B. No person under the age of 21 may sign for a reservation or obtain a permit under this Section.
- C. PenMet Parks or designee reserves the right to cancel a permittee's activity.
- D. All permittees must leave the facility in a condition considered satisfactory to PenMet Parks or designee. No group shall conduct activities causing extra custodial work unless previous agreement has been made to pay for such work.
- E. At all assemblies of minors under eighteen years of age, responsible adults must be present throughout the entire function.
- F. A person using facilities by reservation or agreement may be required to protect and save PenMet Parks, its elected and appointed officials and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the persons, employees, or third parties due to personal injuries, death, or damage to property arising out of the premises, or in any way arising out of the acts or omissions of the person and/or their agents, employees, or representatives. Users of any and all park facilities or areas do so at their own risk. PenMet Parks assumes no liability or responsibility due to accidents or injury through authorized or unauthorized use of District facilities.

14.08.060 Prohibited Activities.

It is unlawful for any person to:

- A. Cut, remove, damage, destroy, mutilate, mark, or deface any turf, tree, plant, shrub, flower, structure, monument, statue, vase, fountain, wall, fence, railing, vehicle, bench, utility system, irrigation system, facilities, or other property in any park;
- B. Leave, deposit, drop or scatter bottles, broken glass, ashes, wastepaper, cans or other rubbish in a park except in a garbage can or other receptacle designated for such purposes;
- C. Deposit any household or commercial garbage, refuse, waste or rubbish which is brought from any private property in any garbage can or other receptacle designated for such purpose located within a park;
- D. Drain or dump refuse or waste from any trailer, camper or vehicle except in designated disposal areas or receptacles;
- E. Pollute or in any way contaminate by dumping or otherwise depositing therein any waste or refuse of any nature, kind or description including human waste or bodily waste in any stream, river, lake or other body of water running in, through or adjacent to any park;
- F. Clean fish or other food or wash any clothing or other articles for personal or household use or any dog or other animal except at designated areas in the park;
- G. Clean or wash any vehicle in any park except in areas specifically designated for that use;
- H. Possess, discharge, set off or cause to be discharged in or into any park, any firecracker, torpedo, rocket, firework, explosive or other substance harmful to the life or safety of persons or property. Legal fireworks as part of a permitted function which are licensed and in compliance with State regulations may be discharged in a manner meeting all safety requirements if authorized by PenMet Parks or designee and if handled by a licensed professional;
- I. Discharge across, in or into any park a firearm, air or gas weapon, or any device capable of injuring or killing any person or animal or damaging or destroying any public or private property;
- J. Annoy, bother, molest, insult or offer an affront to any other person within a park;
- K. Play games and conduct general horseplay on crowded swimming beaches. At times, large un-crowded beach areas can safely permit some games. Such games will be permitted only with the consent of the Peninsula Metropolitan Park District (PenMet Parks) Director or designee;
- L. Practice or play golf, baseball, cricket, lacrosse, polo, archery, hockey, tennis or other games of like character or to hurl or propel any missile except at places set apart for such purposes by PenMet Parks or designee;
- M. Possess, display or open and/or consume alcoholic beverages in a park, except that such beverages may be opened, served and consumed at designated locations within PenMet Parks by persons who have obtained all requisite permits including, but not limited to, the Washington State Liquor Control Board Banquet permit;
- N. Interfere with any park personnel in the exercise of his or her official duties;

- O. Have open fires or portable units using flammable material, except in designated park areas, fireplace, fire rings, barbeques or grills, or unless approved by PenMet Parks or designee;
- P. Blow, spread, or place any nasal or other bodily discharge, or spit, urinate, or defecate on the floors, walls, partitions, furniture, fittings, or any portion of any park or facility, except directly into the particular fixtures provided for that purpose;
- Q. Go out onto ice in or from any Peninsula Metropolitan Park District (PenMet Parks) park, except in areas specifically designated for that purpose. This includes ice on lakes, ponds, wetlands, streams, rivers, and other natural bodies of standing water;
- R. Make any public disturbance noise, or public nuisance noise unless such noise is necessary to a permitted activity or function;
- S. Snow sled, snow ski, or snowboard in any park except in areas specifically designated for that purpose;
- T. Jump from any bridge or trestle located in a Peninsula Metropolitan Park District (PenMet Parks) park.
- U. Peninsula Metropolitan Park District (PenMet Parks) parks are tobacco-free parks.

14.08.070 Animal Control.

- A. Animals are permitted in any Peninsula Metropolitan Park District (PenMet Parks) park if the animals are kept on a leash no longer than eight feet, or confined, and under control at all times.
- B. It is unlawful for a person to fail to have in his/her possession the equipment necessary to remove his/her animal's fecal matter, when accompanied by an animal in any park.
- C. Any person with an animal in his or her possession or control in any park shall be responsible for the conduct of the animal and for removing from the park grounds feces deposited by such animal.
- D. Dogs, pets or domestic animals are not permitted on any designated swimming beach in any park, on any Peninsula Metropolitan Park District (PenMet Parks) golf course, or in any public building unless authorized by PenMet Parks or designee; provided, that this Section shall not apply to guide or Service dogs.
- E. No person shall allow an animal in his or her possession or control to bite or in any way molest or unreasonably annoy other park visitors.
- F. No person shall allow an animal in his or her possession or control to bark continuously or otherwise unreasonably disturb the peace or tranquility of the park.
- G. No horses shall be permitted in any park except where designated and posted to specifically permit such activity. Horses shall not be permitted on any designated swimming area, campground or picnic area. This regulation may be waived by PenMet Parks or designee for special events conducted by organized groups.

H. No person shall ride any horse or other animal in such a manner that might endanger life or limb of any person or animal, and no person shall allow a horse or other animal to stand unattended or insecurely tied.

I. No person shall in any manner tease, annoy, disturb, molest, catch, injure or kill, or throw any stone or missile of any kind at or strike with any stick or weapon any animal, bird or fowl; or catch any fish or feed any fowl or animal except at places and times designated for such purposes by PenMet Parks or designee and so posted by signs. No person shall give, offer or attempt to give to any animal or bird within the park any tobacco, drink or other article known to be noxious to animals or birds.

J. Owners of dogs or other animals that damage or destroy park property will be held liable for the full value of the property damaged or destroyed in addition to impounding fees and the penalty imposed for violation of these provisions.

K. All laws, rules and regulations of the State of Washington relating to season limits and methods of fishing are applicable to fishing or gamefish in all Peninsula Metropolitan Park District (PenMet Parks) parks. No person may fish for or possess any fish taken from any dam, dike, bridge, dock, boat landing or beach which is posted with a sign prohibiting fishing.

L. All laws, rules and regulations of the State of Washington relating to season limits and methods of taking are applicable to the taking of shellfish or food fish in parks except that in addition to such laws, PenMet Parks or designee may, upon finding good cause, close certain park areas for specific periods of time to the taking of shell fish. Such closed areas shall be posted with appropriate signs.

14.08.080 Regulation of Campgrounds and Picnic Areas.

A. Picnicking is permitted only in designated and marked picnicking areas or in such other places within a park as may from time to time be designated by PenMet Parks or designee.

B. No person shall camp in any park except in areas specifically designated and/or marked for that purpose.

C. In order to afford the general public the greatest possible use of the parks on a fair and equal basis, continuous occupancy of camping facilities shall be limited to seven days. Shorter limitation of occupancy may be established and posted by PenMet Parks or designee at any individual facility or area.

D. The number of vehicles occupying camping facilities shall be limited to one car or one camper or one vehicle with trailer per camp or trailer site. A greater number may be authorized by PenMet Parks or designee.

E. Fees for the use of camp or trailer sites are due and payable daily. The daily fee covers use of facilities until the vacating time of 3 p.m. of the following day.

F. Occupants shall vacate camping facilities by removing their personal property there from prior to 3 p.m. if the applicable use fee has not been paid or if time limit for occupancy of the campsite has expired. The occupants may, however, remain in other areas of the park for purposes other than camping until normal closing time of the park. Failure to vacate upon expiration of the time limit for occupancy shall subject the occupant to the payment of additional use fees.

G. A trailer site, picnic area or campsite is considered occupied when it is being used for appropriate purposes by a person or persons who have paid the daily use

fee when applicable. No person shall take or attempt to take possession of a campsite, trailer site, picnic area or other park facility when it is being occupied by another party or when informed by PenMet Parks or designee that such campsite, picnic area, trailer site or other facility is reserved and/or occupied.

14.08.090 Regulation of Vehicles.

A. Parking. No operator of any vehicle, trailer, camper, or watercraft trailer shall park such vehicle in any park except where the operator is using the area for a designated recreational purpose and the vehicle is parked either in a designated parking area or in another area with the permission of PenMet Parks or designee; and after required parking fees have been paid. No person shall park, leave standing or abandon a vehicle in any park after closing time except when camping in a designated area or with permission from PenMet Parks or designee. Any vehicle found parked in violation of this Section may be towed away at the owner or operator's expense.

B. Operation. No person shall operate any vehicle in any park unless such facility has been specifically designated and posted for such use. Subject to the provisions of this Section, no person shall operate a vehicle within the boundaries of a park except on roads, streets, highways, parking lots or parking areas; provided, that traveling upon such roads, streets, highways, parking lots or parking areas has not been prohibited by proper posting.

C. Speed. No person shall drive a vehicle within any park at a speed greater than 10 mph unless otherwise posted, having due regard for the traffic and the surface and width of the travel way, and in no event at a speed which endangers the safety of persons, property or wildlife.

D. It is unlawful to enter or leave a park by other than established entrances and exits.

E. The washing and servicing of vehicles within a park is prohibited, including oil changes, other than emergency repairs.

F. It is unlawful to engage in, conduct, or hold any trials or competitions for speed, endurance, or hill climbing involving any vehicle without a permit from PenMet Parks.

G. Except where specifically amended by this Section, all vehicle regulations contained in the Pierce County Code or the Revised Code of Washington shall apply to all roads, highways, parking lots, or parking areas within Peninsula Metropolitan Park District (PenMet Parks) parks.

14.08.100 Aircraft.

A. No aircraft shall land or take off from any body of water or land area in a park not specifically designated for landing aircraft.

B. Model aircraft and rockets:

1. No one shall fly rockets or model aircraft in any park except in areas specifically designated and/or posted for that purpose. A permit must be obtained to engage in this activity from PenMet Parks.

2. All engines over .25 CI used in model aircraft being flown in designated park areas shall be muffled.

3. All persons flying model aircraft in designated park areas shall abide by the official American Model Academy (AMA) safety code.

C. No person shall fly or land hot air balloons in any Peninsula Metropolitan Park District (PenMet Parks) park unless authorized to do so by PenMet Parks or designee.

14.08.110 Other Modes of Transportation.

Skateboards, in-line skates and sail boards are prohibited in Peninsula Metropolitan Park District (PenMet Parks) parks except in designated areas or as specifically permitted by PenMet Parks.

14.08.120 Park Hours.

In parks which are controlled by gates or other devices, normal park hours are as posted except in the case of prearranged, special group activities or regularly established concessions. In other areas, no person shall be present nor shall vehicles be allowed to remain parked in park facilities one half hour after legal sunset without a permit.

14.08.130 Violation - Penalty.

Every person who violates any of the provisions of this Section shall be guilty of a misdemeanor and shall, upon conviction, be punished by a fine of not more than \$1,000.00 and/or imprisonment for a term not exceeding 90 days, or by both such a fine and imprisonment. In addition, every person failing to comply with any provision of this Section shall be subject to immediate ejection from PenMet Parks park area. PenMet Parks or designee and the Pierce County Sheriff's Department are authorized and directed to enforce the provisions of this Section.

14.08.140 Severability.

If any provision of this Section or its application to any person or circumstance is held invalid, the remainder of the Section or the application of the provision to other persons or circumstances shall not be affected.

Chapter 14.08

PARK CODE

Sections:

- 14.08.010 Title.**
- 14.08.020 Liberal Construction.**
- 14.08.030 Definitions.**
- 14.08.040 Permits Required for Certain Activities.**
- 14.08.050 Permit Administration and General Requirements.**
- 14.08.060 Prohibited Activities.**
- 14.08.070 Animal Control.**
- 14.08.080 Regulation of Campgrounds and Picnic Areas.**
- 14.08.090 Regulation of Vehicles.**
- 14.08.100 Aircraft.**
- 14.08.110 Other Modes of Transportation.**
- 14.08.120 Park Hours.**
- 14.08.130 Violation – Penalty.**
- 14.08.140 Severability.**

Cross-reference: Chapter 36.68 RCW

14.08.010 Title.

This Chapter shall constitute the Park Code of Pierce County and may be cited as such. Conduct in all public parks shall be subject to all the general police regulations of this Code and not exclusively to the provisions of this Chapter. (Res. 18122 § 1; prior Code § 12.04.010)

14.08.020 Liberal Construction.

This Chapter is an exercise of the police power of the State of Washington, and of Pierce County, for the public peace, health, safety and welfare, and its provisions shall be liberally construed. (Res. 18122 § 1; prior Code § 12.04.020)

14.08.030 Definitions.

The terms used in this Chapter, unless clearly contrary to or inconsistent with the context in which used, shall be:

- A. "Aircraft" means any contrivance now known, or hereafter invented, used or designed for navigation of or flight in the air.
- B. "Animal" means any nonhuman mammal, bird, reptile, or amphibian.
- C. "Camp" means erecting a tent or shelter or arranging bedding or both, for the purpose of, or in such a way that permits remaining overnight, or parking a trailer, camper, or other vehicle for the purpose of remaining overnight.
- D. "Department" means the Pierce County Parks and Recreation Services Department.
- E. "Director" means the Director of Pierce County Parks and Recreation Services or designee.
- F. "Facilities" means any equipment, building, structure, roadway, trail, path, or area operated by the Pierce County Parks and Recreation Services Department.

- G. "Fee" means the currently adopted fee schedule for use of by the Pierce County Parks and Recreation Services Department.
 - H. "Park" means and includes all parks, squares, drives, community centers, recreation centers, meridians, trails, linear corridors, parkways, boulevards, golf courses, boat-launching ramps, zoos, beaches, playfields, and recreation areas and facilities comprising the parks and recreation system of the County and under the management and control of the Department.
 - I. "Permit" means any and all permits, licenses, or approvals required by federal or state law, or required by County Ordinance or the Pierce County Parks and Recreation Services Department.
 - J. "Person" means all natural persons, firms, partnerships, entities, corporations, clubs and all associations or combination of persons whenever acting for themselves or through an agent, servant or employee.
 - K. "Sheriff" means and includes the Pierce County Sheriff and deputies and all members of the law enforcement agencies within Pierce County.
 - L. "Trail" means:
 - a. Any way identified as a "trail" or "path" at paved or graded prepared entrance points; or
 - b. Any way that is not marked parking area or highway as defined in Title 46 RCW; or
 - c. Any way not of sufficient width or grading to permit its safe use by standard passenger automobiles moving in both directions simultaneously along its entire length.
 - M. "Vehicle" means any self-propelled device capable of being moved, and in, upon, or by which any person or property may be transported or drawn and shall include, but not be limited to, automobiles, trucks, motorcycles, motorscooters, bicycles, sailboards, All Terrain Vehicles, go-carts, jeeps or similar type four-wheel drive vehicles and snowmobiles, whether or not they can be legally operated upon the public highways.
 - N. "Watercraft" means any floating device, powered by internal combustion engine, wind or human power, capable of traveling on or under water.
- (Ord. 2004-84 § 1 (part), 2004; Ord. 97-95 § 1 (part), 1997; Ord. 86-78 § 1 (part), 1986; Ord. 84-131 § 1 (part), 1984; Res. 18122 § 1; prior Code § 12.04.030)

14.08.040 Permits Required for Certain Activities.

It shall be unlawful in any park, without first securing a permit from the Director or designee, for any person to:

- A. Use a public address system or other sound amplifying device;
- B. Use, place or erect any signboard, sign, billboard, bulletin board, post, pole or device of any kind for advertising in any park or to attach any notice, bill, poster, sign, wire, rod or card to any tree, shrub, railing, post or structure, or erect a structure of any kind;
- C. Sell refreshments or merchandise or engage in any business or occupation;
- D. Use any park facility for the purpose of having any watercraft for hire;
- E. Launch waterborne craft from any shoreline except from specifically designated areas or with specific permit. The launching of waterborne craft as provided in this Section shall be unlawful if the required fee as determined by Ordinance has not been paid;
- F. Take up collections or to act as or apply the vocation of a solicitor, agent, peddler, beggar, strolling musician, organ grinder, exhorter, barker or showman within a park;
- G. Hold any organized runs, walks, races, trials, or competitions;
- H. Hold any shows, festivals, fund raisers, carnivals, parades, or similar activities;

- I. Skate board, other than in designated areas;
- J. In-Line Skate, other than in designated areas;
- K. Sailboard, other than in designated areas;
- L. Fly aircraft, model aircraft, model rockets, hot air balloons, other than in designated areas;
- M. Parachute;
- N. Hang glide;
- O. Para-sail;
- P. Moor watercraft, other than in designated areas;
- Q. Engage in paint balling or survival games;
- R. Participate in archery, other than in designated areas; or
- S. Engage in disaster drills; or
- T. Operate a motorized foot scooter, or any other unlicensed motorized vehicle other than in designated areas.

If the Director or designee finds that the safety, comfort, and convenience of the public in the use of the parks, or in the use of the area adjacent to the park, would be unduly disturbed, the Director or designee may deny the application, impose restrictions upon the permit or issue a permit for a different date, time, park, or park area to alleviate such disturbance.

The Director or designee may issue a permit for use of the park during hours when the park is closed.

(Ord. 2007-32 § 1 (part), 2007; Ord. 97-95 § 1 (part), 1997; Ord. 84-131 § 1 (part), 1984; Res. 18122 § 1; prior Code § 12.04.040)

14.08.050 Permit Administration and General Requirements.

- A. Any person who has obtained a permit from the Director or designee must produce and exhibit such permit upon request.
- B. No person under the age of 21 may sign for a reservation or obtain a permit under this Chapter.
- C. The Director or designee reserves the right to cancel a permittee's activity.
- D. All permittees must leave the facility in a condition considered satisfactory to the Director or designee. No group shall conduct activities causing extra custodial work unless previous agreement has been made to pay for such work.
- E. At all assemblies of minors under 18 years of age, responsible adults must be present throughout the entire function.
- F. A person using facilities by reservation or agreement may be required to protect and save Pierce County, its elected and appointed officials and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the persons, employees, or third parties due to personal injuries, death, or damage to property arising out of the premises, or in any way arising out of the acts or omissions of the person and/or their agents, employees, or representatives. Users of any and all park facilities or areas do so at their own risk. Pierce County assumes no liability or responsibility due to accidents or injury through authorized or unauthorized use of Department facilities.

(Ord. 97-95 § 1 (part), 1997; Res. 18122 § 1; prior Code § 2.04.050)

14.08.060 Prohibited Activities.

It is unlawful for any person to:

- A. Cut, remove, damage, destroy, mutilate, mark, or deface any turf, tree, plant, shrub, flower, structure, monument, statue, vase, fountain, wall, fence, railing, vehicle, bench, utility system, irrigation system, facilities, or other property in any park;
- B. Leave, deposit, drop or scatter bottles, broken glass, ashes, wastepaper, cans or other rubbish in a park except in a garbage can or other receptacle designated for such purposes;
- C. Deposit any household or commercial garbage, refuse, waste or rubbish which is brought from any private property in any garbage can or other receptacle designated for such purpose located within a park;
- D. Drain or dump refuse or waste from any trailer, camper or vehicle except in designated disposal areas or receptacles;
- E. Pollute or in any way contaminate by dumping or otherwise depositing therein any waste or refuse of any nature, kind or description including human waste or bodily waste in any stream, river, lake or other body of water running in, through or adjacent to any park;
- F. Clean fish or other food or wash any clothing or other articles for personal or household use or any dog or other animal except at designated areas in the park;
- G. Clean or wash any vehicle in any park except in areas specifically designated for that use;
- H. Possess, discharge, set off or cause to be discharged in or into any park, any firecracker, torpedo, rocket, firework, explosive or other substance harmful to the life or safety of persons or property. Legal fireworks as part of a permitted function which are licensed and in compliance with State regulations may be discharged in a manner meeting all safety requirements if authorized by the Director or designee and if handled by a licensed professional;
- I. Possess a firearm with a cartridge in any portion of the mechanism, or discharge across, in or into any park a firearm, air or gas weapon, or any device capable of injuring or killing any person or animal or damaging or destroying any public or private property;
- J. Annoy, bother, molest, insult or offer an affront to any other person within a park;
- K. Play games and conduct general horseplay on crowded swimming beaches. At times, large uncrowded beach areas can safely permit some games. Such games will be permitted only with the consent of the Director or designee;
- L. Practice or play golf, baseball, cricket, lacrosse, polo, archery, hockey, tennis or other games of like character or to hurl or propel any missile except at places set apart for such purposes by the Director or designee;
- M. Possess, display or open and/or consume alcoholic beverages in a park, except that such beverages may be opened, served and consumed at designated locations within the Pierce County Park System by persons who have obtained all requisite permits including, but not limited to, the Washington State Liquor Control Board Banquet permit;
- N. Interfere with any park personnel in the exercise of his or her official duties;
- O. Have open fires or portable units using flammable material, except in designated park areas, fireplace, fire rings, barbeques or grills, or unless approved by the Director or designee;
- P. Blow, spread, or place any nasal or other bodily discharge, or spit, urinate, or defecate on the floors, walls, partitions, furniture, fittings, or any portion of any park or facility, except directly into the particular fixtures provided for that purpose;

- Q. Go out onto ice in or from any Pierce County park, except in areas specifically designated for that purpose. This includes ice on lakes, ponds, wetlands, streams, rivers, and other natural bodies of standing water;
- R. Make any public disturbance noise, or public nuisance noise as defined in Chapter 8.72 Pierce County Code unless such noise is necessary to a permitted activity or function;
- S. Snow sled, snow ski, or snow board in any park except in areas specifically designated for that purpose;
- T. Jump from any bridge or trestle located in a County park.
- U. Knowingly move on a trail other than by human power, horse power, or electronically powered wheelchair. County-owned vehicles and authorized emergency vehicles as defined by RCW 4.04.040 are exempt from this subsection. Movement on the trail for the sole purpose of crossing the trail when such movement is made in the most direct and safe manner possible is exempt from this subsection.
- V. Moor or secure any vessel to the launch ramp docks at Lake Tapps County Park, except while actively parking or retrieving the tow vehicle from the trailer parking lot.
- W. Moor or secure any vessel to a Pierce County owned dock in any manner that impedes the launching or recovering of other vessels.
- X. Moor or secure any vessel to any Pierce County owned dock between the hours of sunset to sunrise, except with the permission of the Executive or designee.
- Y. Jump, dive or swim from the docks at Lake Tapps County Park.

Any vessel moored in violation of subsection V., W. or X. may be subject to immediate removal at the registered owner's expense.

Violations of subsections V., W., X. and Y. of this Section constitute a Class 4 civil infraction under Chapter 1.16 PCC.

(Ord. 2007-32 § 1 (part), 2007; Ord. 2004-84 § 1 (part), 2004; Ord. 97-95 § 1 (part), 1997; Ord. 86-78 § 1 (part), 1986; Res. 19394 § 1; Res. 18122 § 1; prior Code § 12.04.060)

14.08.070 Animal Control.

- A. Animals are permitted in any Pierce County park if the animals are kept on a leash no longer than eight feet, or confined, and under control at all times.
- B. It is unlawful for a person to fail to have in his/her possession the equipment necessary to remove his/her animal's fecal matter, when accompanied by an animal in any park.
- C. Any person with an animal in his or her possession or control in any park shall be responsible for the conduct of the animal and for removing from the park grounds feces deposited by such animal.
- D. Dogs, pets or domestic animals are not permitted on any designated swimming beach in any park, on any County golf course, or in any public building unless authorized by the Director or designee; provided, that this Section shall not apply to guide or Service dogs.
- E. No person shall allow an animal in his or her possession or control to bite or in any way molest or unreasonably annoy other park visitors. The owner or other person having control of any dog or other animal that bites or causes injury to a human or domestic animal which is acting in a lawful manner is in violation of PCC 6.03.070.
- F. No person shall allow an animal in his or her possession or control to bark continuously or otherwise unreasonably disturb the peace or tranquility of the park.
- G. No horses shall be permitted in any park except where designated and posted to specifically permit such activity. Horses shall not be permitted on any designated swimming area, campground or picnic area. This regulation may be waived by the Director or designee for special events conducted by organized groups.

- H. No person shall ride any horse or other animal in such a manner that might endanger life or limb of any person or animal, and no person shall allow a horse or other animal to stand unattended or insecurely tied.
 - I. No person shall in any manner tease, annoy, disturb, molest, catch, injure or kill, or throw any stone or missile of any kind at or strike with any stick or weapon any animal, bird or fowl; or catch any fish or feed any fowl or animal except at places and times designated for such purposes by the Director or designee and so posted by signs. No person shall give, offer or attempt to give to any animal or bird within the park any tobacco, drink or other article known to be noxious to animals or birds.
 - J. Owners of dogs or other animals that damage or destroy park property will be held liable for the full value of the property damaged or destroyed in addition to impounding fees and the penalty imposed for violation of these provisions.
 - K. All laws, rules and regulations of the State of Washington relating to season limits and methods of fishing are applicable to fishing or gamefish in all Pierce County parks. No person may fish for or possess any fish taken from any dam, dike, bridge, dock, boat landing or beach which is posted with a sign prohibiting fishing.
 - L. All laws, rules and regulations of the State of Washington relating to season limits and methods of taking are applicable to the taking of shellfish or food fish in parks except that in addition to such laws, the Director or designee may, upon finding good cause, close certain park areas for specific periods of time to the taking of shell fish. Such closed areas shall be posted with appropriate signs.
- (Ord. 99-17 § 8, 1999; Ord. 97-95 § 1 (part), 1997; Ord. 86-78 § 1 (part), 1986; Res. 18122 § 1; prior Code § 12.04.070)

14.08.080 Regulation of Campgrounds and Picnic Areas.

- A. Picnicking is permitted only in designated and marked picnicking areas or in such other places within a park as may from time to time be designated by the Director or designee.
- B. No person shall camp in any park except in areas specifically designated and/or marked for that purpose.
- C. In order to afford the general public the greatest possible use of the parks on a fair and equal basis, continuous occupancy of camping facilities shall be limited to seven days. Shorter limitation of occupancy may be established and posted by the Director or designee at any individual facility or area.
- D. The number of vehicles occupying camping facilities shall be limited to one car or one camper or one vehicle with trailer per camp or trailer site. A greater number may be authorized by the Director or designee.
- E. Fees for the use of camp or trailer sites are due and payable daily. The daily fee covers use of facilities until the vacating time of 3 p.m. of the following day.
- F. Occupants shall vacate camping facilities by removing their personal property therefrom prior to 3 p.m. if the applicable use fee has not been paid or if time limit for occupancy of the campsite has expired. The occupants may, however, remain in other areas of the park for purposes other than camping until normal closing time of the park. Failure to vacate upon expiration of the time limit for occupancy shall subject the occupant to the payment of additional use fees.
- G. A trailer site, picnic area or campsite is considered occupied when it is being used for appropriate purposes by a person or persons who have paid the daily use fee when applicable. No person shall take or attempt to take possession of a campsite, trailer site,

picnic area or other park facility when it is being occupied by another party or when informed by the Director or designee that such campsite, picnic area, trailer site or other facility is reserved and/or occupied.

(Ord. 97-95 § 1 (part), 1997; Res. 18122 § 1; prior Code § 12.04.080)

14.08.090 Regulation of Vehicles.

- A. **Parking.** No operator of any vehicle, trailer, camper, or watercraft trailer shall enter any park with such vehicle, trailer, camper or watercraft trailer or park such vehicle, trailer, camper, or watercraft trailer in any park unless required parking fees have been paid and the operator is using the area for an authorized designated recreational purpose. It is unlawful to park any vehicle, trailer, camper, or watercraft trailer in any area of a park not designated for parking, or in violation of signs or pavement markings, or where prohibited by signs or pavement markings, except with the permission of the Director or designee. No person shall park, leave standing or abandon a vehicle, trailer, camper, or watercraft trailer in any park after closing time except when camping in a designated area or with permission from the Director or designee. Any vehicle, trailer, camper, or watercraft trailer found parked in violation of this Section may be cited and/or towed away at the owner's or operator's expense.
- B. **Operation.** No person shall operate any vehicle in any park unless such facility has been specifically designated and posted for such use. Subject to the provisions of this Chapter, no person shall operate a vehicle within the boundaries of a park except on roads, streets, highways, parking lots or parking areas; provided, that traveling upon such roads, streets, highways, parking lots or parking areas has not been prohibited by proper posting.
- C. **Speed.** No person shall drive a vehicle within any park at a speed greater than 10 mph unless otherwise posted, having due regard for the traffic and the surface and width of the travel way, and in no event at a speed which endangers the safety of persons, property or wildlife.
- D. It is unlawful to enter or leave a park by other than established entrances and exits.
- E. The washing and servicing of vehicles within a park is prohibited, including oil changes, other than emergency repairs.
- F. It is unlawful to engage in, conduct, or hold any trials or competitions for speed, endurance, or hill climbing involving any vehicle without a permit as provided in Section 14.08.040.
- G. Except where specifically amended by this Chapter, all vehicle regulations contained in the Pierce County Code or the Revised Code of Washington shall apply to all roads, highways, parking lots, or parking areas within Pierce County Parks.
- H. Violations of subsections A. through E. of this Section constitute a Class 4 civil infraction under Chapter 1.16 PCC.

(Ord. 2007-32 § 1 (part), 2007; Ord. 97-95 § 1 (part), 1997; Ord. 84-131 § 1 (part), 1984; Res. 19948 § 1, Res. 18122 § 1; prior Code § 12.04.090)

14.08.100 Aircraft.

- A. No aircraft shall land or take off from any body of water or land area in a park not specifically designated for landing aircraft.
- B. Model aircraft and rockets:
 - 1. No one shall fly rockets or model aircraft in any park except in areas specifically designated and/or posted for that purpose. Pursuant to Section 14.08.040, a permit must be obtained to engage in this activity.

2. All engines over .25 CI used in model aircraft being flown in designated park areas shall be muffled.
3. All persons flying model aircraft in designated park areas shall abide by the official American Model Academy (AMA) safety code.

C. No person shall fly or land hot air balloons in any Pierce County park unless authorized to do so by the Director or designee.

(Ord. 97-95 § 1 (part), 1997; Ord. 84-131 § 1 (part), 1984; Res. 19948 § 1, Res. 18122 § 1; prior Code § 12.04.090)

14.08.110 Other Modes of Transportation.

Skateboards, in-line skates and sail boards are prohibited in County parks except in designated areas or as specifically permitted under Section 14.08.040. (Ord. 97-95 § 1 (part), 1997)

14.08.120 Park Hours.

In parks which are controlled by gates or other devices, normal park hours are as posted. Except in the case of prearranged, special group activities or regularly established concessions authorized by the Director or designee, no person shall remain in or enter a Pierce County park after posted park hours. In other areas, no person shall be present nor shall vehicles be allowed to remain parked in park facilities one half hour after legal sunset without a permit. (Ord. 2007-32 § 1 (part), 2007; Ord. 97-95 § 1 (part), 1997; Res. 18122 § 1; prior Code § 12.04.100)

14.08.130 Violation – Penalty.

Unless specifically designated as a civil infraction, every person who violates any of the provisions of this Chapter shall be guilty of a misdemeanor and shall, upon conviction, be punished by a fine of not more than \$1,000.00 and/or imprisonment for a term not exceeding 90 days, or by both such a fine and imprisonment. In addition, every person failing to comply with any provision of the Pierce County Code or the Revised Code of Washington while in a Pierce County park, shall be subject to immediate ejection from the Pierce County park area. The Director or designee and the Pierce County Sheriff's Department are authorized and directed to enforce the provisions of this Chapter. (Ord. 2007-32 § 1 (part), 2007; Ord. 97-95 § 1 (part), 1997; Res. 18122 § 1; prior Code § 12.04.120)

14.08.140 Severability.

If any provision of this Chapter or its application to any person or circumstance is held invalid, the remainder of the Chapter or the application of the provision to other persons or circumstances shall not be affected. (Ord. 97-95 § 1 (part), 1997; Ord. 89-155 § 22, 1989)

Chapter 14.12

VANDALISM

Sections:

- 14.12.010 Reward – Arrest and Conviction.**
- 14.12.020 Reward – Compensatory Damages.**
- 14.12.030 No Reward Under Both Sections 14.12.010 and, 14.12.020.**
- 14.12.040 No Reward to Participants.**
- 14.12.050 Apportioning Shares – More Than One Claimant.**
- 14.12.060 Posting Notice.**

Cross-reference: Chapter 9.61 RCW

14.12.010 Reward – Arrest and Conviction.

A reward of \$300.00 shall be paid to any person who gives information leading to the arrest and conviction of another for willfully or maliciously destroying or injuring real or personal property belonging to Pierce County and situated within any Pierce County park or playfield. (Prior Code § 12.08.010)

14.12.020 Reward – Compensatory Damages.

A reward of \$300.00 shall be paid to any person who gives information leading to the recovery by Pierce County of compensatory damages for the destruction or injury of real or personal property belonging to Pierce County and situated within any Pierce County park or playfield. (Prior Code § 12.08.020)

14.12.030 No Reward Under Both Sections 14.12.010 and 14.12.020.

A person entitled to receive a reward pursuant to Section 14.12.010 shall not be entitled to receive a reward arising from the same incident pursuant to Section 14.12.020. (Prior Code § 12.08.030)

14.12.040 No Reward to Participants.

No person who has participated with, aided or encouraged another to commit an act which injures or destroys County property shall be entitled to a reward for providing information of the act. (Prior Code § 12.08.040)

14.12.050 Apportioning Shares – More Than One Claimant.

In the event more than one claimant applies for payment of any reward, or a dispute exists about the sharing of a reward, the Pierce County Executive shall determine to whom the same shall be paid, or the proportions which each shall receive, and the Executive's determination shall be final and conclusive. (Ord. 84-131 § 1 (part), 1984; prior Code § 12.08.050)

14.12.060 Posting Notice.

The Pierce County Park Director is authorized to post notice of rewards in conspicuous places throughout the County parks and playgrounds. (Prior Code § 12.08.060)

**Chapter 10.12
PARK CODE**

Sections:

[10.12.010 Short title.](#)

[10.12.020 Definitions.](#)

[10.12.030 Park director's duties.](#)

[10.12.035 Formation of Advisory Board – Membership – Terms – Meetings.](#)

[10.12.040 Park hours – Uses of parks.](#)

[10.12.050 Removal of or damage to park property.](#)

[10.12.060 Signboards.](#)

[10.12.070 Animals in playfields or parks.](#)

[10.12.080 Firearms in parks.](#)

[10.12.090 Throwing missiles allowed only in designated areas.](#)

[10.12.100 Riding vehicles or animals.](#)

[10.12.110 Throwing missiles at animals.](#)

[10.12.120 Soliciting – Selling unlawful – Exception.](#)

[10.12.130 Creating nuisance.](#)

[10.12.140 Pollution – Waste and garbage disposal.](#)

[10.12.150 Building fires.](#)

[10.12.160 Liquor – Drugs.](#)

[10.12.170 Violation of chapter.](#)

[10.12.180 Aiding or abetting violators.](#)

[10.12.190 Violation – Penalty.](#)

10.12.010 Short title.

This chapter shall be known and cited as the “park code” of Kitsap County.

(Ord. 6 (1971) § 1, 1971)

10.12.020 Definitions.

The following words will have the meanings given in this section unless inconsistent with the context. “Shall” is always mandatory and not merely directive.

- (1) “Park” is any park, playground, beach, recreation center or any other area in Kitsap County owned or used by the county under the supervision of the park director;
- (2) “Park director” is the person immediately in charge of all park areas and all park activities, and to whom all park personnel of any area are responsible;
- (3) “Person” is any individual, group, association, corporation or organization of any kind.

(Ord. 6 (1971) § 2, 1971)

10.12.030 Park director’s duties.

The control, supervision, maintenance and operation of all parks is vested in the park director.

(Ord. 6 (1971) § 3, 1971)

10.12.035 Formation of Advisory Board – Membership – Terms – Meetings.

A park and recreation advisory board is formed, consisting of twelve members, four of whom shall represent the north district; four of whom shall represent the central district; and four of whom shall represent the south district of the county. The board of county commissioners shall appoint one-third of the members for a one-year term; one-third for a two-year term; and one-third for a three-year term. All subsequent appointments shall be for a three-year term. The board shall elect a chair, vice chair, and secretary; shall propose by-laws and operating guidelines for review and approval by the board of county commissioners; and shall hold bi-monthly meetings to provide timely advice to the director and the board of county commissioners of their findings and recommendations regarding the acquisition, development and administration of various park properties. In addition, the board may hold special meetings upon request of the chair, the director, the board of county commissioners or a majority of its members, and may, upon request of the board of county commissioners, create sub-committees to address specific issues related to property acquisition, park improvements and recreation programs. The director, or the director’s designated representative, shall attend all meetings of the park and recreation advisory board.

(Ord. 329 (2004) § 2, 2004)

10.12.040 Park hours – Uses of parks.

Except for unusual and unforeseen circumstances, parks will be open to the public during designated hours as posted therein. Exclusive use of a park or part of a park for some special purpose or event, or the closing of a park for an interval of time entirely or to certain uses may be allowed as the park director may find necessary.

(Ord. 6 (1971) § 4, 1971)

10.12.050 Removal of or damage to park property.

It is unlawful to remove, destroy, mutilate or deface any tree, shrub, flower or other plant; any rock, cliff or other natural feature; any building or other manmade structure or artifact; any vehicle, implement, tool or other park property lawfully in any park.

(Ord. 6 (1971) § 5, 1971)

10.12.060 Signboards.

It is unlawful to use, place or erect any signboard, bulletin board, post, pole or device of any kind for advertising in any park, or to attach any notice, bill, poster, sign, wire, rod or cord to any tree, shrub, railing, post or other structure within any park, or without written consent of the park director, to erect or place any kind of structure in any park; provided that the park director may permit the erection of temporary camping facilities in designated areas, also the erection of temporary directional signs or decorations on occasions of public celebration and picnics.

(Ord. 6 (1971) § 6, 1971)

10.12.070 Animals in playfields or parks.

It is unlawful to allow or permit a horse, dog or other domestic animal in any designated playfield area, swimming area or picnic area or to enter any lake, pond, fountain or stream therein or to run at large in any area of any park.

(Ord. 6 (1971) § 7, 1971)

10.12.080 Firearms in parks.*

It is unlawful to shoot, fire or explode any firearm, firecracker, fireworks, torpedo or explosive of any kind or to shoot or fire any air gun, BB gun, bow and arrow or use any slingshot in any park, except the park director may authorize archery, slinging, fireworks and firing of small bore arms at designated times and places suitable for their use.

(Ord. 431 (2009) § 1, 2009: Ord. 6 (1971) § 8, 1971)

* **Editor's Note:** For regulations governing firearms generally, see Chapter 10.25.

10.12.090 Throwing missiles allowed only in designated areas.

It is unlawful to throw any ball, stone, dart, spear, knife, club, axe or other missile or to play horseshoes, golf, baseball, football, polo, cricket, hockey, tennis, badminton or other game involving a moving projectile except in areas designated for such use by the park director.

(Ord. 6 (1971) § 9, 1971)

10.12.100 Riding vehicles or animals.

It is unlawful to ride or drive any motor vehicle, bicycle, tricycle or other self-propelled vehicle or any horse or other animal through any park except along and upon park roads and such trails as are marked for bicycles, horses or motorcycles; or at speeds in excess of ten miles per hour; or to park any vehicle except in areas designated by the park director.

(Ord. 6 (1971) § 10, 1971)

10.12.110 Throwing missiles at animals.

It is unlawful in any manner to tease, annoy, molest, disturb, catch, injure or kill or to throw any stone or missile of any kind at or to strike with any stick or other object any animal, be it reptile, fish, bird or beast.

(Ord. 6 (1971) § 11, 1971)

10.12.120 Soliciting – Selling unlawful – Exception.

It is unlawful for any person to solicit alms or contributions for any purpose whether public or private, or to expose or offer for sale any article or thing, nor shall any person station or place any stand, cart or vehicle for transportation, sale or display of any such article or thing, except a licensed concessionaire acting by and under the authority of the park director.

(Ord. 6 (1971) § 12, 1971)

10.12.130 Creating nuisance.*

It is unlawful for any person to commit a nuisance by fighting, threatening, menacing or in any way intimidating or coercing another; or to act in a belligerent, boisterous or threatening manner; or to incite or participate in any riotous act; or to use profane, obscene or abusive language; or to commit any lewd, licentious or vicious act; or to deliberately annoy another person by making loud noises or other disturbance.

(Ord. 6 (1971) § 13, 1971)

* **Editor's Note:** For regulations governing noise as a nuisance, see Chapter 10.28.

10.12.140 Pollution – Waste and garbage disposal.

It is unlawful for any person in any manner to place or cause to be placed in the water of any fountain, pond,

lake, bay, stream or other body of water in any park or into a storm sewer or drain flowing into such waters any substance, matter or thing which will or may result in pollution of the waters, nor shall any person bring into any park any rubbish, waste, garbage or refuse or leave such anywhere within the park. All waste and garbage generated within a park by picnic or other lawful means shall be placed in proper receptacles where such are provided; where receptacles are not provided, all such waste or garbage shall be carried away from the park by the person responsible for its presence, and properly disposed of elsewhere.

(Ord. 6 (1971) § 14, 1971)

10.12.150 Building fires.

It is unlawful to build any fire in any park except in areas designated by the park director.

(Ord. 6 (1971) § 15, 1971)

10.12.160 Liquor – Drugs.*

It is unlawful to bring into or possess or consume in any park any narcotic, hallucinogen, or any other drug or substance that may cause irrational or unnatural behavior if consumed, injected into, breathed or otherwise administered to a human being or animal. Alcohol consumption is allowed only in contractually reserved areas of community centers, as designated by the director of parks and recreation. Consumption of any alcoholic beverages in specifically designated areas must be in compliance with any and all laws, ordinances, rules and regulations, and use agreements regulating those areas. Content of printed rules and regulations and contractual use agreements is vested in the director of parks and recreation. Use of alcohol in any other areas of the parks is strictly prohibited. Violation of or failure to comply with this provision is governed under Section [10.12.190](#).

(Ord. 6-B (1993), 1993: Ord. 6 (1971) § 16, 1971)

* **Editor's Note:** For regulations governing juveniles and liquor, see Section 10.20.060; for regulations governing solvent inhalation generally, see Chapter 10.08.

10.12.170 Violation of chapter.

It is unlawful to violate or fail to comply with any park rule or regulation duly posted by the park director, and the park director or any park attendant shall have the authority to eject from the park any person acting in violation of this chapter.

(Ord. 6 (1971) § 17, 1971)

10.12.180 Aiding or abetting violators.

Anyone concerned in the violation of this chapter, whether directly or indirectly committing the thing that constitutes the offense, or who aids or abets the same, and whether present or absent; and anyone who directly or indirectly counsels, encourages, hires, commands, induces, or otherwise procures another to commit such offense, is and shall be a principal under the terms of this chapter and shall be proceeded against and

prosecuted as such.

(Ord. 6 (1971) § 18, 1971)

10.12.190 Violation – Penalty.

Violation of any provision of this chapter is a misdemeanor, punishable as provided in Section 1.12.010 of this code.

(Ord. passed August 28, 1972: Ord. 6 (1971) § 19, 1971)

Chapter 9.24 PARKS

Sections:

[9.24.010 Smoking within city parks prohibited.](#)

[9.24.015 Park operating hours.](#)

[9.24.020 Penalties.](#)

9.24.010 Smoking within city parks prohibited.

It is unlawful for any person to smoke or light cigars, cigarettes, tobacco or other smoking material within city parks. The director of operations shall post signs in appropriate locations prohibiting smoking in the city's parks. (Ord. 1115 § 1, 2007).

9.24.015 Park operating hours.

A. All city parks, except Skansie Brothers Park and Jerisich Dock, shall be closed from dusk to dawn unless otherwise posted by the city of Gig Harbor. It is unlawful to enter or remain on any park property while closed.

B. "Dawn" means the time at one-half hour before sunrise as published by the National Weather Service.

C. "Dusk" means the time at one-half hour after sunset as published by the National Weather Service. (Ord. 1369 § 1, 2017).

9.24.020 Penalties.

Failure to comply with any of the provisions of this chapter shall constitute a civil infraction, subject to a penalty of \$100.00 as provided in GHMC 1.16.010(D)(3). (Ord. 1115 § 1, 2007).

ORDINANCE NO. 1432

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE CITY'S SPECIAL EVENT CODE; AMENDING CHAPTER 5.28.150 OF THE GIG HARBOR MUNICIPAL CODE, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Gig Harbor owns and operates over 35 parks properties; and,

WHEREAS, normal and regular park usage should be available to the residents of Gig Harbor; and

WHEREAS, permitted and non-permitted events on park property have an impact on park usage by residents; and

WHEREAS, the City of Gig Harbor seeks to keep its park properties open to residents for normal and regular park usage; and

WHEREAS, events sponsored by the City of Gig Harbor may, at times, exceed the current time limitations imposed on Skansie Brothers Park and may occur more frequently than twice per month; and

WHEREAS, the City desires to ensure that private events holders have ample time to set up and clean up Skansie Brothers Park for each event;

NOW, THEREFORE, THE CITY OF COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Section 5.28.150 "Skansie Brothers Park, Eddon Boat Park, and Ancich Waterfront Park" of the Gig Harbor Municipal Code is hereby amended to read as follows:

B. At Eddon Boat Park, special events shall be limited to a maximum of ~~35~~ 30 people for the entire park area, excluding the Boat Yard Building.


C. Skansie Brothers Park may be reserved for periods of 120 minutes maximum ~~with attendees not to exceed 25 people~~. All set up and clean up must be completed within the 120-minute event limit. City-sponsored events are not subject to the 120-minute event limit. An application must be submitted for this rental.

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality or any other section, sentence, clause or phrase of this Ordinance.

Section 3. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.


PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this 9th day of December, 2019.

CITY OF GIG HARBOR



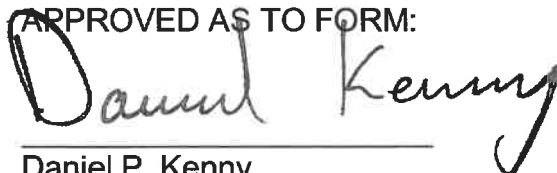
Kit Kuhn, Mayor

ATTEST/AUTHENTICATED:



Molly M. Towslee, City Clerk

APPROVED AS TO FORM:



Daniel P. Kenny
Office of the City Attorney

FILED WITH THE CITY CLERK: 11/07/19
PASSED BY THE CITY COUNCIL: 12/09/19
PUBLISHED: 12/18/19
EFFECTIVE DATE: 12/23/19
ORDINANCE NO: 1432

ORDINANCE NO. 1115

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, PROHIBITING SMOKING IN THE CITY'S PARKS, DESCRIBING VIOLATIONS AND ESTABLISHING PENALTIES AND ADDING A NEW CHAPTER 9.24 TO THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, smoking materials including cigarettes, cigarette butts and cigars all of which pose a risk of fire or other damage to public park facilities, trails, equipment, forests, landscaping, and the like; and

WHEREAS, the City's parks are intended for the healthy enjoyment of all our citizens, including our children and youth; and

WHEREAS, children are particularly at risk from the effects of second hand smoke from tobacco and other lighted materials, which has been linked with development of lung cancer, heart attack, low birth weight, sudden infant death syndrome, bronchitis, pneumonia, asthma, chronic respiratory problems, eye and nasal irritation, and middle ear infection; and

WHEREAS, each year, more than one million young people continue to become regular smokers and more than 400,000 adults die from tobacco-related diseases; and

WHEREAS, limiting the amount of smoking in parks will provide children and youth with positive role modeling and discourage them from smoking when they get older; and

WHEREAS, smoking materials represent a substantial amount of litter and trash in the City's parks; and

WHEREAS, it is in the best interest of the citizens of the City of Gig Harbor to adopt regulations prohibiting smoking in the City's parks;

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. A new chapter 9.24 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

Chapter 9.24 PARKS

9.24.010 Smoking within City parks prohibited. It is unlawful for any person to smoke or light cigars, cigarettes, tobacco or other smoking material within City parks. The Director of Operations shall post signs in appropriate locations prohibiting smoking in the City's parks.


9.24.020 Penalties. Failure to comply with any of the provisions of this chapter shall constitute a civil infraction, subject to a penalty of \$100 as provided in GHMC § 1.16.010D.3.

Section 2. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

Section 3. Effective Date. This ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this 26th day of November, 2007.

CITY OF GIG HARBOR


CHUCK HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: Molly Towslee
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY:
By: Carol A. Morris
CAROL A. MORRIS

FILED WITH THE CITY CLERK: 11/7/07
PASSED BY THE CITY COUNCIL: 11/26/07
PUBLISHED: 12/5/07
EFFECTIVE DATE: 12/10/07
ORDINANCE NO. 1115



Meeting: February 8, 2021

Item # 7a

To: Board of Park Commissioners

From: Tracey Perkosky, Executive Director

Date: January 11, 2021

Subject: Approval of Minutes

Background

This is a routine item and includes the meeting minutes from Regular Meeting on Monday, January 11, 2021.

Recommended Action: Approve meeting minutes.

Attachment 1: Minutes from Regular Meeting on January 8, 2021

KEY PENINSULA METROPOLITAN PARK DISTRICT

D.b.a. KEY PEN PARKS

P.O. Box 70, Lakebay, WA. 98349

253-884-9240 and answers@keypenparks.com

Board Meeting Minutes

Monday, January 11, 2021

This public meeting was a digital Zoom meeting due to Washington State's COVID-19 "Stay Home, Stay Healthy" mandate.

The regular public Zoom meeting was called to order at 7:31 PM by Executive Director Tracey Perkosky. She turned the meeting over to Board President Robison after the Pledge of Allegiance and roll call.

Commissioners Present: Ed Robison, Shawn Jensen, Mark Michel, Linda Parry and Kip Clinton. Staff present for Key Pen Parks: Executive Director Tracey Perkosky.

Citizens present via Zoom: Kellie Bennett (Red Barn Youth Center).

1. Approval of Agenda: President Robison asked if there were any additions or corrections to the agenda. Hearing none, the agenda was adopted as written.

2. Election of 2021 Key Pen Parks Board of Park Commissioner Officers: Commissioner Clinton moved "approval of the slate" (Commissioner Robison as Park Board President, Commissioner Jensen as Park Board Vice President and Commissioner Clinton as Park Board Clerk). Commissioner Michel seconded the motion. The motion passed unanimously.

3. Special Presentations: No special presentations.

4. Citizen Comments: None.

5. Approval of Minutes: President Robison asked if there were any objections or corrections to the December 14, 2020, regular meeting minutes; hearing none, the meeting minutes were approved as submitted.

6. Financial Report: The December 2020 BIAS financial balance was \$3,219,620.12. The Zoo/Trek December 2020 deposit was \$16,632.09. Total Zoo/Trek collections to date were \$186,037.93. The December 2020 Real and Personal Property Tax deposit was \$16,942.42. 2020 Real and Personal Property Tax collections to date were \$1,408,822.83. BIAS Expenditures for December 2020 were \$112,245.75. President Robison asked Executive Director Perkosky about the end of the year totals. She responded that the totals presented at the January 14, 2021, Park Board meeting were based upon Key Pen Parks' financial records; due to the lag time with Pierce Co. Budget and Finance documents, the close out report for 2020 will be presented at Key Pen Parks' February 8, 2021, Park Board meeting. President Robison asked if there were any corrections or objections to the December 2020 financial report. Hearing none the financial report was adopted as submitted.

7. Executive Director's Report: Executive Director Perkosky reported that the Home Park parking lot was closed last week due to garbage being dumped in the natural area west of the parking lot and toward the little creek; she noted that the dumping had stopped after the parking lot was closed. She said that, as of Jan. 11, 2021, there was new COVID-19 Guidance from the Governor's Office; staff was analyzing the effect on park volunteers and outdoor sports and events. Executive Director Perkosky said that as of January 1, 2021, administrative staff member Laura Armstrong's job title and description has officially changed to more accurately reflect her increased responsibilities at Key Pen Parks; she is now Fiscal Specialist Armstrong.

She also said that Key Pen Parks would be hiring an additional full time maintenance staffer; she expected imminent interviews. She said that Events Coordinator Grandt had finalized the 2021 event schedule in light of COVID restrictions. The first event planned is scheduled for February 13, 2021. This new event is the Valentine's Day Craft Drive Through at Volunteer Park, put on with the assistance of Two Waters Art Alliance.

8. Board Committee and Advisory Council Reports:

- a) **Land and Improvement Committee (Commissioner Robison):** No report.
- b) **Key Peninsula Parks and Recreation Foundation Report (Commissioner Michel):** Commissioner Michel reported that the Foundation was making progress on their financial documents; he hoped to help recruit additional new members for the Foundation's Board. Their monthly meeting start time was changed to 6:30 PM on the third Tuesday of the month. There was discussion about the placement of a Foundation proposed memorial bench for Scott Gallacher. Executive Director Perkosky also attended the Zoom meeting.
- c) **Trails Committee Report (Commissioner Michel):** Commissioner Michel said the volunteers who built the 360 Trails bike jump-line trail are planning to repair it. Executive Director Perkosky said a cycling trail expert has volunteered to do a trail audit toward repair projects. Commissioner Michel said the Trails Committee has a meeting scheduled for 6:30 PM Friday January 15, 2021.
- d) **Recreation Committee (Commissioner Michel):** Commissioner Michel said that other than the new Valentine's Day Craft Drive Through event, BuDu has a mountain bike race scheduled for Sunday, January 31 at 360 Trails/Gateway Park; per COVID Guidance, it will be in a time trial format.

9. Board President's Report (President Robison): Board President Robison said that he "is glad that we can function well as a Board and don't have the divisiveness of some other organizations."

10. Unfinished Business: No Unfinished Business.

11. New Business:

- a) **Review of Fee Schedule for 2021:** Executive Director Perkosky said that the proposed 2021 fee schedules are broken into "resident" and "non-resident" categories. Commissioner Jensen suggested some changes for consistency. There was additional discussion about fees for 360 Trails, especially regarding the different areas within that facility (individual fees for the Pump Track, the Jump Line, The Meadow and other specific areas vs. the whole facility). Executive Director Perkosky will bring a final draft to the February park board meeting for approval.
- b) **Review of Partner Accomplishments—Red Barn Youth Center:** Kellie Bennett, Executive Director of the Red Barn Youth Center, presented a report of Red Barn Youth Center 2020 activities and accomplishments per their contract-for-services with Key Pen Parks. She said that, prior to COVID, they served an average of 25 students per day. They helped with Key Pen Parks' All Hallows Eve Drive Through event; 7 youth volunteered. Since COVID they have partnered with Communities In Schools and the Peninsula School District by reaching out to families of students who might lack internet connectivity; they have been regularly providing internet services for up to 8 students 2 days per week. She reported on Monday, January 11, 10 students used the service to access school. She also mentioned that having the Red

Barn open provides much needed safe socialization for youth. She thanked Key Pen Parks for its support of the Red Barn Youth Center and its mission.

12. Other minor matters: None.

13. Commissioners Comments/Good of the Order: Commissioner Robison said it is so good to have Executive Director Perkosky living full time in the district. Commissioner Michel said he and Executive Director Perkosky toured the trails and had a great talk about trails, volunteerism, and mountain biking earlier in the month. Commissioner Robison asked Executive Director Perkosky if emergency response people had contacted her about continuing to use the fields at Volunteer Park and Gateway Park for evac helicopter landing sites; Executive Director Perkosky said “no” but that she would contact Fire District 16 regarding this. Commissioner Clinton mentioned the three 2020 contracts-for-services Key Pen Parks had with Key Peninsula non-profits; Executive Director Perkosky said the Key Peninsula Historical Society will be presenting their report in February. Commissioner Clinton suggested the Farm Tour contract be renewed with the same terms as 2020, conditioned upon COVID-19 “Stay Home, Stay Healthy” directives.

14. Meeting Adjourned: The public Zoom meeting of January 11, 2021, was adjourned at 8:30 PM. The next regular meeting will be held on Monday, February 8, 2021, at 7:30 PM via Zoom per Governor Inslee’s “Stay Home, Stay Healthy” directive. The regular meeting may be preceded by a 7:00 PM study session. Key Pen Parks reserves the fourth Monday of each month for special topic meetings should any be needed. Should any regular meeting date fall on a public holiday, the substitute date is the Tuesday following the regular meeting date.

Respectfully submitted by Commissioner Kip Clinton, Board Clerk.

Disclaimer: Key Pen Parks’ minutes are not official until approved by the Board of Commissioners. Discrepancies in the unofficial minutes may be corrected at the time the Board addresses and approves the minutes.



Meeting: February 8, 2021

Item # 8a

To: Board of Park Commissioners

From: Tracey Perkosky, Executive Director

Via: Laura Armstrong, Fiscal Specialist

Date: February 8, 2021

Subject: Approval of Finances

Background

This report includes a summary of the financial information from January 2021 for Board approval.

January 2021 Financial Report

Total expenditures \$62,855.40

- | | | |
|----------------------------------|-------------|---------------------|
| • <u>BIAS (Accounts Payable)</u> | \$21,697.60 | Check # 1668 - 1685 |
| • <u>BIAS Payroll/Benefits</u> | \$41,092.80 | EFT's |
| • <u>Pierce County Claim</u> | \$ 0.00 | EFT's |
| • <u>Petty Cash</u> | \$0 | Cash |
| • <u>Bank service fees</u> | \$65.00 | EFT's |

Total Revenue \$130,880.78

- | | |
|-------------------------|--------------|
| • BIAS (Other Revenues) | \$109,527.73 |
| • Zoo Trek | \$16,388.65 |
| • Property Tax | \$4,738.29 |
| • Investment | \$226.11 |
| • Leasehold Excise | \$0 |
| • Timber Excise Tax | \$0 |

TREASURERS REPORT

Fund Totals

Key Peninsula Metro Parks District

Time: 13:48:12 Date: 02/03/2021

01/01/2021 To: 01/31/2021

Page: 1

Fund	Previous Balance	Revenue	Expenditures	Ending Balance	Claims Clearing	Payroll Clearing	Outstanding Deposits	Adjusted Ending Balance
001 General Fund	3,219,620.12	130,880.78	62,855.40	3,287,645.50	7,456.04	0.00	0.00	3,295,101.54
	3,219,620.12	130,880.78	62,855.40	3,287,645.50	7,456.04	0.00	0.00	3,295,101.54

TREASURERS REPORT

Account Totals

Key Peninsula Metro Parks District

01/01/2021 To: 01/31/2021

Time: 13:48:12 Date: 02/03/2021

Page: 2

Cash Accounts		Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
1	First Citizens Checking	892.48	109,527.73	109,542.73	877.48	0.00	0.00	877.48
2	First Citizens Payroll	32,720.77	25,436.93	41,092.80	17,064.90	0.00	0.00	17,064.90
3	Pierce County	3,169,443.61	130,830.78	76,305.88	3,223,968.51	0.00	0.00	3,223,968.51
4	Petty Cash	173.08	0.00	0.00	173.08	0.00	0.00	173.08
5	First Citizens AP	16,390.18	50,868.95	21,697.60	45,561.53	0.00	7,456.04	53,017.57
Total Cash:		3,219,620.12	316,664.39	248,639.01	3,287,645.50	0.00	7,456.04	3,295,101.54
		3,219,620.12	316,664.39	248,639.01	3,287,645.50	0.00	7,456.04	3,295,101.54

TREASURERS REPORT

Outstanding Vouchers

Key Peninsula Metro Parks District

As Of: 01/31/2021 Date: 02/03/2021

Time: 13:48:12 Page: 3

Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2020	892	12/21/2020	Claims	5	1655	Veronica L Grandt	212.18	Mileage for September to December 2020
2020	895	12/21/2020	Claims	5	1658	Pierce County	1,885.00	Purchase of parcel # 4585000910
2021	36	01/26/2021	Claims	5	1677	Canon Financial Services, INX	121.00	Rental Fees For Canon Copier With Fax Service.
2021	37	01/26/2021	Claims	5	1678	Copiers Northwest	7.27	Additional Cost For Copies As Per Contract.
2021	38	01/26/2021	Claims	5	1679	Key Peninsula Business Association	500.00	Annual Dues For 2021.
2021	39	01/26/2021	Claims	5	1680	Madrone Law Group PLLC	943.00	Professional Services Regarding Amendment To Employment Agreement, Lease Agreement, And Water Line Issues.
2021	40	01/26/2021	Claims	5	1681	Peninsula Light Company	480.35	Electric Service Fees For Gateway Park.
2021	41	01/26/2021	Claims	5	1682	Tacoma-Pierce County Health Department	130.00	Water System Annual Permit For Gateway Park.
2021	42	01/26/2021	Claims	5	1683	US Bank	2,799.67	Design Bundle, Fuel, Health Benefits, Face Masks, Email And Web Hosting, Online Job Posting, Items To Repair Gateway Barn And House.
2021	43	01/26/2021	Claims	5	1684	Washington Water Service Company	127.87	Water Service Fee For Gateway Park.
2021	44	01/26/2021	Claims	5	1685	Wave Broadband	249.70	Phone And Internet
							7,456.04	

Fund	Claims	Payroll	Total
001 General Fund	7,456.04	0.00	7,456.04
	7,456.04	0.00	7,456.04

TREASURERS REPORT

Signature Page

Key Peninsula Metro Parks District

01/01/2021 To: 01/31/2021

Time: 13:48:12 Date: 02/03/2021

Page: 4

We the undersigned officer for the Key Peninsula Metropolitan Park District, have reviewed the foregoing report and acknowledge that to the best of our knowledge this report is accurate and true:

Signed: _____ Signed: _____
Commissioner / Date Office Manager/Bookkeeper / Date

January 2021 AP Expenditures

Key Peninsula Metro Parks District

Time:

11:00:49 Date: 02/03/2021

01/01/2021 To: 01/31/2021

Page: 1

Voucher Claimant	Trans	Date	Type	Acct #	Amount	Memo
210102001 PEBB Health Insurance	10	01/11/2021	Payroll	5	3,718.30	Pay Cycle(s) 12/24/2020 To 01/10/2021 - PEBB Health Insurance
210103001 Capitol Lumber	11	01/11/2021	Claims	5	36.67	Drill Bits, House Key, And Remote Battery
210103002 DMP, INC	12	01/11/2021	Claims	5	4,720.00	Professional Service For Land Surveror Services
210103003 GHPA Chamber of Commerce	13	01/11/2021	Claims	5	350.00	One Third Page Ad
210103004 Hemley's Handy Kans	14	01/11/2021	Claims	5	155.00	Portable Toilet For 360 Trails And Key Central Forest.
210103005 Key Peninsula News	15	01/11/2021	Claims	5	4,436.50	Annual Subscription For Ad's In The Key Pen News Paper.
210103006 Murreys Disposal Company	16	01/11/2021	Claims	5	369.18	Trash Pick Up Service For Gateway Park And Volunteer Park.
210103007 Perkosky Tracey L	17	01/11/2021	Claims	5	2,353.24	Moving Expenses As Per Executive Director Employment Contract
210103008 Verizon Wireless	18	01/11/2021	Claims	5	199.85	Cell Phone Service
210105001 Canon Financial Services, INX	36	01/26/2021	Claims	5	121.00	Rental Fees For Canon Copier With Fax Service.
210105002 Copiers Northwest	37	01/26/2021	Claims	5	7.27	Additional Cost For Copies As Per Contract.
210105003 Key Peninsula Business Association	38	01/26/2021	Claims	5	500.00	Annual Dues For 2021.
210105004 Madrona Law Group PLLC	39	01/26/2021	Claims	5	943.00	Professional Services Regarding Amendment To Employment Agreement, Lease Agreement, And Water Line Issues.
210105005 Peninsula Light Company	40	01/26/2021	Claims	5	480.35	Electric Serviec Fees For Gateway Park.
210105006 Tacoma-Pierce County Health Department	41	01/26/2021	Claims	5	130.00	Water System Annual Permit For Gateway Park.
210105007 US Bank	42	01/26/2021	Claims	5	2,799.67	Design Bundle, Fuel, Health Benefits, Face Masks, Email And Web Hosting, Online Job Posting, Items To Repair Gateway Barn And House.
210105008 Washington Water Service Company	43	01/26/2021	Claims	5	127.87	Water Service Fee For Gateway Park.
210105009 Wave Broadband	44	01/26/2021	Claims	5	249.70	Phone And Internet
Total Checks:					21,697.60	

January 2021 Payroll expenciese

Key Peninsula Metro Parks District

Time: 08:25:43 Date: 02/04/2021

01/01/2021 To: 01/31/2021

Page: 1

Voucher Claimant	Trans	Date	Type	Acct #	Amount	Memo
EFT United Concordia	63	01/05/2021	Payroll	2	399.80	
EFT Employee Paycheck	1	01/10/2021	Payroll	2	1,812.15	
EFT Employee Paycheck	2	01/10/2021	Payroll	2	1,018.77	
EFT Employee Paycheck	3	01/10/2021	Payroll	2	1,503.77	
EFT Employee Paycheck	4	01/10/2021	Payroll	2	118.21	
EFT Employee Paycheck	5	01/10/2021	Payroll	2	2,511.81	
EFT Employee Paycheck	6	01/10/2021	Payroll	2	935.50	
EFT Employee Paycheck	7	01/10/2021	Payroll	2	1,680.75	
EFT Employee Paycheck	8	01/10/2021	Payroll	2	2,142.91	
EFT EFTPS	24	01/12/2021	Payroll	2	3,662.79	
EFT WA State Department of Retiremen	45	01/15/2021	Payroll	2	5,925.79	
EFT Employee Paycheck	29	01/25/2021	Payroll	2	1,853.60	
EFT Employee Paycheck	30	01/25/2021	Payroll	2	1,015.96	
EFT Employee Paycheck	31	01/25/2021	Payroll	2	1,380.76	
EFT Employee Paycheck	32	01/25/2021	Payroll	2	2,511.81	
EFT Employee Paycheck	33	01/25/2021	Payroll	2	942.89	
EFT Employee Paycheck	34	01/25/2021	Payroll	2	1,582.27	
EFT Employee Paycheck	35	01/25/2021	Payroll	2	2,142.92	
EFT EFTPS	46	01/26/2021	Payroll	2	3,576.65	
EFT ESD-PFLMA	47	01/26/2021	Payroll	2	249.16	
EFT 4TH Quarter 10/01/2020 - 12/31/2020; 4th Quarter 10/01/2020 - 12/31/2020	48	01/27/2021	Payroll	2	4,124.53	
Total Checks:					41,092.80	

TRANSACTION JOURNAL

Key Peninsula Metro Parks District

Time: 14:00:52 Date: 02/03/2021

01/01/2021 To: 12/31/2021

Page: 1

Trans	Date	Redeemed	Acct #	Chk #	Type	Receipt # InterFund #	Vendor	Amount	Memo			
9	01/01/2021	01/31/2021	1		Ser Chge		First Citizens	60.00	Bank Service Fees			
	576 80 49 003	Banking Fees		001	General Fund			60.00	Bank Service Fees			
60	01/29/2021	01/31/2021	1		Ser Chge		Merch Bankcard service	5.00	Credit Card Processing Fees			
	576 80 49 003	Banking Fees		001	General Fund			5.00	Credit Card Processing Fees			
Records Printed: 2												
								Adjustments:	0.00			
								Beginning Balance:	0.00			
								Revenues:	0.00			
								Warrant Expenditures:	0.00			
								Non Warrant Expenditures:	65.00			
								Interfund Transfers:	0.00			
								Redemptions:	0.00			
								Deposits:	0.00			
								Withdrawals:	0.00			
								Stop Payments:	0.00			
Fund					Adjustments	Beg Bal	Revenues	War Exp	N War Exp	IT In	IT Out	Stop Pmts
001 General Fund					0.00	0.00	0.00	0.00	65.00	0.00	0.00	0.00
					0.00	0.00	0.00	0.00	65.00	0.00	0.00	0.00

RECEIPT REGISTER

Key Peninsula Metro Parks District

Time: 13:59:30 Date: 02/03/2021

01/01/2021 To: 01/31/2021

Page: 1

Trans	Date	Type	Rec #	CR #	Acct#	Claimant	Amount	Memo
19	01/08/2021	Tr Rec	1283	1025	1	The Snack Shack	340.00	Concession Building Rental For January 2021 Of \$200.00 Rent And \$140.00 Utilities.
20	01/08/2021	Tr Rec	1284	1026	1	Tracey L Perkosky	1,071.98	Caretaker For Gateway Park Rent For January 2021 Of \$950.00 And Lease Hold Tax Of \$121.98
21	01/08/2021	Tr Rec	1285	1027	1	BuDu Racing, LLC	175.00	Rental Of Part Of 360 Trails For Bike Event On 1-31-2021
22	01/08/2021	Tr Rec	1286	1028	1	BuDu Racing, LLC	175.00	Rental Of Part Of 360 Trails For Bike Event On 4-11-2021
23	01/12/2021	Tr Rec	1287	1029	1	Kyle Armstrong	312.86	Taylor Bay Caretaker Rent For January 2021 Of \$100, Utilities Of \$200 And Lease Hold Tax Of \$12,86
59	01/12/2021	Tr Rec	1288	1030	1	Recreation and conservation fu	107,452.89	Gateway Park Phase 3 Reimbursement Grant.
330 Intergovernmental Revenues							107,452.89	
360 Long Terms							2,074.84	
001 General Fund							109,527.73	
							109,527.73	

RECEIPT REGISTER

Key Peninsula Metro Parks District

Time: 13:29:05 Date: 02/03/2021

01/01/2021 To: 01/31/2021

Page: 1

Trans	Date	Type	Rec #	CR #	Acct#	Claimant	Amount	Memo
64	01/29/2021	Tr Rec	1289		3	Pierce County Budget and Fina	4,738.29	Property Tax Of \$332.16 And Delinquent Year Of \$4,406.13
65	01/29/2021	Tr Rec	1290		3	Pierce County Budget and Fina	16,388.65	Zoo Trek
66	01/29/2021	Tr Rec	1291		3	Pierce County Budget and Fina	226.11	Investment Interest
			310 Taxes				21,126.94	
			360 Long Terms				226.11	
			001 General Fund				21,353.05	
							21,353.05	



Regular Meeting: February 8, 2021

Item # 10

To: Board of Park Commissioners
From: Tracey Perkosky, Executive Director
Date: February 8, 2021
Subject: Executive Director Report

The Key Pen Parks team has grown by two this past month – with conditional employment offers extended for the Maintenance Assistant (FT) and Trails & Restoration Worker (PT) positions. We received 14 applications for the FT position, and scheduled interviews for 7, however only 4 showed up despite the Zoom format due to the Covid regulations. There was full participation from staff in the interview process with the Executive Director, Maintenance Supervisor, Maintenance Lead, Event Coordinator and Fiscal Specialist all participating. Two were invited for a final in-person interview for the FT position. It was outdoors and socially distanced. The best candidates for the FT and PT positions were the internal candidates with José Reyes accepting the Maintenance Assistant position and Jake Gleason accepting the Trails and Restoration Worker position. Anticipated start date is February 16th upon successful completion of background/reference checks and physical. The physical is a new item added to the hiring process which is part of the increased organizational emphasis on risk management and safety. It will help us learn if the prospective employee can meet the physical job requirements such as lifting, twisting and grasping.

Gateway Park will be featured in the March issue of the Key Peninsula News. The Executive Director is meeting the reporter later in February for an interview. The reporter's focus is the future of the park, such as amenities, planning, etc.

Home Park continues to have the restrooms and parking lot closed in the evening due to illegal dumping during December and January. Since the two-week parking lot closure and subsequent re-opening, there has been minimal impact on the park with a few drop offs of household trash/clothing in the cans but not enough to overflow them. Gateway and Volunteer Parks also continue to have gate closures at dusk.

Staff has received a request to add a non-slip surface to the bridges particularly in Key Central Forest but also Gateway Park with an emphasis on preventing horse injuries. This effort is slowed by needed research to identify a product/process that meets both salmon/habitat protection and is suitable for equine needs. Staff is working with experts to identify products, costs and permitting requirements. It will likely be a few more weeks before more information is available on this.

Small cars and trucks continue to park in the trailer/RV spaces in Gateway Park. When spring comes (better weather), staff will paint markings on the spaces such as trailer/RV only. This was a recommendation from the Trail Committee. In addition, staff is researching a larger sign for the cars/trailer sign with arrows but needs to ensure that it does not impact sight lines or turning radius. Staff is placing the sandwich boards out more frequently and has been directed that when they are driving by and see incorrect vehicles in the spaces to stop and place the business cards on their windshields. While anecdotal, I have been walking by several times on most weekend days and the non-trailer vehicles are both mountain bikers and dog park goers and



occurs even when other spaces are available. In several conversations, the response was the same – folks do not want to walk/ride further.

I would like to thank Commissioner Parry and Trail Committee Member McKee for taking me on a horse back ride in Key Central Forest. It was a great introduction to some of the challenges of the property/trails and the joys of a wonderful way to see the open space. I will be going on a ride in Gateway Park in the future (but I think I need to become more comfortable on a horse).

To decrease larger groups in the Pavilion at Gateway, staff moved half of the tables to other parts of the park to encourage the smaller, family groups. Previously the tables had been moved to just outside the Pavilion and, over time, park goers had moved them back underneath the structure. Since this was done, there have been no large groups that staff has seen – however the weather has not been ideal as of the writing of this report with a nicer weekend coming up.

Good risk management practices have been an internal focus over the past several months. We have instituted a monthly safety meeting with a rotating topic for all staff, and a weekly meeting with maintenance staff. Topics covered have included trip hazards, basic PPE, handling human waste, and a few first aid tips. Existing staff last had First Aid/CPR training in 2016 (expired in 2018) and new staff had their own training between 6-10 years ago. With the Phase 2 requirements, the Key Peninsula Fire Department is checking their availability to provide training and if that is not possible, then staff will be sent to American Red Cross training which is a hybrid model of on-line training and an in-person skills test. Maintenance Lead Vannausdle is currently completing a 10-hour OSHA training (online) with safety basics. Maintenance staff is working to maintain proper ingress/egress and wide aisles in the facilities along with general clean-up.

Coming up on February 13th at Volunteer Park is a drive through Valentine's Day event. This is in partnership with Two Waters Arts Alliance. Together we are providing the materials for kids to make a valentine's night light. Both groups will be on-hand to pass out the boxes from 10 to 11 am or while supplies last. Our two organizations also wanted to "share the love" and are collecting non-expired fruit cups and will be delivering them to Food Backpacks 4 Kids.

There was a contract event (mountain bike race) held in Gateway Park in January under the Phase 1 guidance. While there were some hiccups in protocols and signage, overall, the event went well. Staff did a debrief on successes and lessons learned to continue to improve Key Pen Parks' approach to managing contract events during this year. We will be providing more signage for parking and park facility closures among other tasks. There continues to be interest by outside groups for contract events for 2021 as everyone hopes for a return to normal. Little League is tentatively scheduled to return to Volunteer Park in March and the School District would like to host 2 cross country events at Gateway Park in the next few weeks.



Meeting: February 8, 2021

Item # 12a

To: Board of Park Commissioners

From: Tracey Perkosky, Executive Director

Date: February 8 , 2021

Subject: Adoption of Resolution 2021-01 Master Fee Schedule

Background

During the Study Session of the December 14, 2020 Regular Meeting, the Board of Park Commissioners provided direction regarding the Schedule of Fees adopted in 2018. A draft version of the Master Fee Schedule was reviewed during the January 11, 2021 Regular Meeting. The Commissioners provided feedback on separate rates for Residents/Non-Profits and Non-Residents/For-Profits as well as direction on proposed fees. The Master Fee Schedule is now proposed for adoption.

Recommended Action: Adopt Resolution R 2021-01 to Update the Master Fee Schedule

Attachment 1: Resolution R 2021-01 to Update Master Fee Schedule

Key Peninsula Metropolitan Park District
Dba Key Pen Parks



Resolution No R 2021-01

**A RESOLUTION OF THE BOARD OF PARK COMMISSIONERS OF THE KEY
PENINSULA METROPOLITAN PARK DISTRICT REVISING FEES AND
UPDATING THE MASTER FEE SCHEDULE**

WHEREAS it is the practice of Key Pen Parks to periodically review the Master Fee Schedule to ensure recovery of certain District costs from fees and charges on the use of various facilities and services; and

WHEREAS the Executive Director shall periodically cause a review of the fees and recommend adjustments to the Board of Park Commissioners.

NOW THEREFORE, BE IT RESOLVED by the Board of Park Commissioners of Key Pen Parks to adopt the Master Fee Schedule included as Attachment "A" and that this resolution supersedes previously adopted fee resolutions or documents; clerical errors and omissions excepted.

PASSED AND ADOPTED by Board of Park Commissioners of Key Pen Parks at a Regular Meeting held via Zoom due to the Covid-19 public health restrictions held this 8th day of February 2021.

Attest:

Key Pen Parks
Board of Commissioners
Pierce County, Washington

Edward Robison, President

Shawn Jensen, Vice-President

Kip Clinton, Clerk

Mark Michel, Member-at-Large

Linda Parry, Member-at-Large

Attachment "A"
MASTER FEE SCHEDULE

	Resident & Non-Profit	Non-Resident & For Profit
Field Rentals		
a. Youth Sports (practice)	\$10/hour	\$15/hour
b. Adult Sports (practice)	\$10/hour	\$15/hour
c. Youth Game (field groom & prep)	\$30/game	\$40/game
d. Adult Game	\$30/game	\$40/game
e. Gateway Grassy Field (practice)	\$12.50/hour	\$16/hour
Tournaments (Field preps are included at start of day and prior to championship game)		
a. Three-day Rental (Fields 1, 2, 3; max 46 games)	\$725	\$775
b. Three-day Rental (Fields 1, 2; max 40 games)	\$625	\$675
c. Two-day Rental (Fields 1, 2, 3; max 40 games)	\$625	\$675
d. Two-day Rental (Fields 1, 2; max 33 games)	\$525	\$675
e. One-day Rental (Fields 1, 2, 3; max 26 games)	\$425	\$475
f. One-day Rental (Fields 1, 2; max 23 games)	\$375	\$425
g. Single Field Rental (max 8 games)	\$125	\$175
h. Additional Games	\$15/game	\$20/game
i. Additional Field Prep	\$15/game	\$20/game
Field Lighting (If multiple user groups use lights in given month, rate will be prorated to a per hour cost between user groups.)		
a. Field 1	\$400/month	\$450/month
b. Field 2	\$350/month	\$400/month
c. Field 3	\$350/month	\$400/month
d. Soccer	\$400/month	\$450/month
Pavilion (2 hour min/4 hour max)		
a. Volunteer Park	\$25/2 hours	\$35/2 hours
b. Home Park	\$25/2 hours	\$35/2 hours
c. Gateway (Full)	\$75/2 hours	\$100/2 hours
d. Gateway (Half)	\$45/2 hours	\$50/ 2 hours
e. Additional Hour (Volunteer & Home)	\$12/hour	\$15/hour
f. Additional Hour (Gateway Full)	\$30/hour	\$40/hour
g. Additional Hour (Gateway Half)	\$15/hour	\$25/hour
Dry Camping (Only available with field/facility rental at Gateway, Volunteer, Maple Hollow)		
a. Tent/RV (per pad)		\$20/first night
b. Tent/RV (per pad)		\$15/add'l night
c. Tournament Team Fee (Youth Only)		\$90/night

Key Peninsula Metropolitan Park District Dba Key Pen Parks



Gateway Park/360 Trails:

a. Staging area (Field)	\$25/hour (\$450/max)	\$50/hour (\$900/max)
b. Parking area (summer only)	\$25/hour (\$450 max)	\$50/hour (\$900/max)
c. Overflow area (Barn)	\$25/hour (\$300 max)	\$40/hour (\$600 max)
d. Meadow (360 Trails)	\$350/day	\$450/day
e. Trails (360 Trails)	\$650/day	\$750/day

Volunteer Park

a. Upper Grassy Field	\$350/day	\$450/day
b. Fields 1-3 for non-athletic use	\$450/day	\$550/day

Facility Clean-up:

If facilities are not returned in original condition or with excessive trash, \$45/hour charge for staff time for clean-up or repairs. Staff time plus dump fees for excessive trash.

Special Requests:

Additional facilities and/or services may be available upon approval of the Executive Director via the Special Event Permit application process.

Residents of Key Pen Parks, Business owners located with District Limits and Non-Profits may reserve facilities beginning on January 2nd annually; non-residents and for-profits may reserve facilities beginning on February 1st annually. This timeline does not apply to individuals or organizations applying for a Special Event Permit.

Key Peninsula Little League Fees are governed by a separate agreement for this fee schedule and may be adjusted annually for CPI.



Meeting: February 8, 2021

Item # 13a

To: Board of Park Commissioners

From: Tracey Perkosky, Executive Director

Date: February 8, 2021

Subject: Review of Partnership – Key Peninsula Historical Society

Background

Annually, Key Pen Parks enters into partnership agreements with local organizations who are providing direct services that meet the goals of Key Pen Parks. The Key Peninsula Historical Society is giving an oral report on their accomplishments for 2019, which are different than previous years due to the Covid pandemic.

Recommended Action: Receive report



Meeting: February 8, 2021

Item # 13b

To: Board of Park Commissioners

From: Tracey Perkosky, Executive Director

Date: February 8, 2021

Subject: Approval of Partnership Agreements with Red Barn Youth Center and Key Peninsula Historical Society

Background

Annually, Key Pen Parks enters into partnership agreements with local organizations who are providing direct services that meet the goals of Key Pen Parks. As part of the proposed 2021 annual budget process, funds were proposed to support the Red Barn Youth Center, Key Peninsula Historical Society and the Farm Tour.

With the ongoing restrictions from the Covid-19 Pandemic and the revised Healthy Washington guidance issued by Governor Inslee, the agreements have been modified for needed flexibility to meet the goals with public health considerations. These include accepting alternative delivery methods for the Historical Society's presentation as school could be online, in-person or hybrid and not penalizing Red Barn Youth Center for required public health closures. The Farm Tour agreement will be reviewed at a future Park Board meeting once a date has been scheduled.

Recommended Action: Approve partnership agreements with Red Barn Youth Center and Key Peninsula Historical Society.

Attachment 1: Agreement between Key Pen Parks and Red Barn Youth Center

Attachment 2: Agreement between Key Pen Parks and Key Peninsula Historical Society (forthcoming)

CONTRACT FOR SERVICES BETWEEN
KEY PENINSULA METROPOLITAN PARK DISTRICT
AND
THE RED BARN YOUTH CENTER

THIS CONTRACT FOR YOUTH ENRICHMENT, entered this ____ day of February 2021 by and between the Key Peninsula Metropolitan Park District, a municipal corporation ("Key Pen Parks") and the Red Barn Youth Center, a Washington non-profit corporation ("RBYC"), by which RBYC agrees to provide services for youth residents in grades 6th – 12th within Key Pen Parks' service area.

RECITALS

WHEREAS, the voters approved the creation of Key Pen Parks to create and support recreational opportunities for its citizens; and

WHEREAS, the mission of Key Pen Parks is to enhance the quality of life on the Key Peninsula by providing park and recreational opportunities for all its citizens; and

WHEREAS, Key Pen Parks wants to further its mission by crafting partnerships with volunteer and government organizations, acquiring assets, developing and maintaining high quality facilities, preserving open space, providing diverse recreational programs, and prudently managing district funds; and

WHEREAS, the RBYC provides youth enrichment, programs and has a facility on the Key Peninsula; and

WHEREAS, a cooperative effort between the parties can eliminate unnecessary duplication of services and promote more efficient use, maintenance and management of certain recreational facilities and programs; and

WHEREAS, Key Pen Parks and RBYC find it mutually beneficial and in the public interest for Key Pen Parks to contract with RBYC for services as noted below.

NOW, THEREFORE, KEY PEN PARKS AND RBYC agrees to the following:

CONTRACT

1. Purpose. Key Pen Parks and RBYC each have facilities and offer programs for the benefit of their constituents and members. Key Pen Parks is hereby contracting with RBYC to provide youth residents in grades 6th – 12th of the Key Peninsula the opportunity to use the Red Barn facility.

2. Scope. RBYC will continue to provide the following scope of services:

- a. A safe, welcoming place for Key Peninsula area youth to recreate, socialize, find guidance, develop positive relationships and become community minded citizens.

#

- b. A vast array of indoor and outdoor activities. These activities range from musical, sports, cultural arts, homework assistance, computer access, leadership development and community service.
- c. Act as characters or other assistance for Key Pen Parks All Hallows Event held annually in October. Should Key Pen Parks' cancel All Hallows Eve due to the pandemic or weather, this will not be held against Red Barn Youth Center. Nor if characters are not available due to youth/parent concerns over the pandemic.

3. Access and Use: All youth residents in grades 6th – 12th within Key Pen Parks' service area are eligible to attend for free.

- a. During the school year normal hours are 2:30pm to 6pm, Monday thru Friday.

4. Responsibilities. RBYC shall be solely responsible for all costs associated with the operation, maintenance, repair and or improvement of the facility.

5. Payment. Key Pen Parks shall pay to RBYC for services as noted in item 2 above. Total sum of Three Thousand Dollars (\$3,500.00) payable in two installments as follows:

- a. \$1,750 on or after April 1, 2021 by providing an invoice to Key Pen Parks
- b. \$1,750 on or after November 1, 2021 by providing an invoice to Key Pen Parks

6. Default Events. If any of the events (the "Default Events") set forth below occur, then Key Pen Parks shall be entitled to suspend payment if any is due and a prorated refund of the monies paid. RBYC shall be in default by the occurrence of any one or more of the following Default Events:

- a. Commencing on the date of this Contract, and at any time thereafter the facility is not open to the public for a period of more than thirty (30) days unless the closure is a result of fire or natural disaster or pandemic or significant remodel/renovation.

7. Term of Contract. The use specified in this Contract shall expire December 31, 2021.

8. Acknowledgments. RBYC shall include language that acknowledges Key Pen Park's funding contribution in any release or other publication referencing donors and partners. RBYC shall post one sign of significant prominence that acknowledges Key Pen Parks funding contribution. All signs specific to the exhibit shall include the text Key Pen Parks and its associated logo.

9. Reporting and Inspection.

- a. RBYC shall provide to Key Pen Parks a written report on annual basis by January 31, 2021 following the conclusion of contracted services relating to:
 - i. The number of attendees.
 - ii. The number of volunteer hours contributed by RBYC volunteers
- b. At a regular meeting of Key Pen Parks Board of Park Commissioners RBYC shall provide a complete summary in writing and orally of the items listed in subsection 9.a. above for 2021.

10. Restriction on Assignment. No party may assign its obligations under this Contract any claim under this Contract, without the express written consent of all the parties.

11. Hold Harmless and Indemnity.**A. By Key Pen Parks.**

Key Pen Parks agrees to indemnify, defend, save and hold harmless RBYC, its officials, employees, volunteers and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, rising out of, or in connection with, or incident to, the performance by Key Pen Parks of this Contract, except for those damages solely caused by the negligence or willful misconduct of RBYC, its officials, employees, volunteers and agents.

B. By RBYC.

RBYC agrees to indemnify, defend, save and hold harmless Key Pen Parks, its elected and appointed officials, employees, volunteers and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance by RBYC of this contract, except for those damages solely caused by the negligence or willful misconduct of Key Pen Parks, its elected and appointed officials, officers, employees or agents.

C. In the event of liability for damages of any nature whatsoever arising out of the performance of this Contract by Key Pen Parks and RBYC, including claims by Key Pen Parks' or RBYC's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of Key Pen Parks and RBYC, their officers, officials, employees and volunteers, each party's liability hereunder shall only be to the extent of that party's negligence.

12. Nondiscrimination. The parties shall comply with all applicable federal and state nondiscrimination laws, regulations, and policies as it applies to the obligations under this Contract. No person shall, on the grounds of age, race, creed, color, sex, religion, national origin, residence, marital status, or handicap (physical, mental, or sensory) be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity, funded, in whole or in part, under this Contract.

13. Disputes. In the event of a dispute between Key Pen Parks and RBYC regarding the scope of services under this Contract, Key Pen Parks Executive Director and RBYC Executive Director or their designated representatives shall review such dispute and options for resolution. If any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by Key Pen Parks Executive Director and RBYC Executive Director, the dispute may be submitted to mediation and if still not resolved, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

14. Notices.

- a. All written communications which are to be given to Key Pen Parks under this Contract will be addressed and delivered to:

#

Key Pen Parks
PO Box 70
Lakebay, WA 98349
Attn: Executive Director

- b. All written communications which are to be given to RBYC under this Contract will be addressed and delivered to:

Red Barn Youth Center
PO Box 1032
Vaughn, WA 98394
Attn: Executive Director

- c. The above shall be effective until receipt by one party from the other of a written notice of any change.

15. Governing Law and Venue. This Contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this Contract, venue shall be proper only in the Superior Court in and for Pierce County.

16. Severability. If any provision of this Contract any provision of any law, rule, or document incorporated by reference into this Contract, shall be held invalid such invalidity shall not affect the other provisions of this Contract which legally can be given effect without the invalid provision. To this end, the provisions of this Contract are declared to be severable.

17. Integration and Amendment. There are no oral Contracts between the parties affecting the meaning, content, purpose, or effect of this Contract. The provisions of this Contract may be amended with the mutual consent of the parties. No additions to, or alterations of the terms of this Contract shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties.

IN WITNESS HEREOF the parties hereto have entered into this Contract on the day and year first above written.

KEY PEN PARKS

RED BARN YOUTH CENTER

Tracey Perkosky, Executive Director

Kellie Bennett, Executive Director



Meeting: February 8, 2021

Item # 13c

To: Board of Park Commissioners

From: Tracey Perkosky, Executive Director

Date: February 8, 2021

Subject: Approval of Contract for Services for Key Peninsula Park and Recreation Foundation for Fundraising

Background

For the past several years, Key Pen Parks has entered into a Contract for Services for fundraising with the Key Peninsula Park and Recreation Foundation (KPPRF). These annual agreements describe the terms of the agreement. The primary difference in this year's contract is that KPPRF will withhold the 10% administrative fee from any disbursements, versus the extra steps of Key Pen Parks requesting funds, depositing a check, then waiting for an invoice from KPPRF for the administrative fee, and then Key Pen Parks issuing a check for money it deposited just a few weeks ago. This process expends valuable staff and volunteer time, when this solution accomplishes the same goal with less back-and-forth. The other change is that the previous agreement had a 9% administrative fee for amounts raised over \$50,000. Thus far, that threshold has not been met.

Recommended Action: Approve the Contract for Services between Key Pen Parks and the Key Peninsula Park and Recreation Foundation.

Attachment 1: Contract for Services between Key Pen Parks and Key Peninsula Park and Recreation Foundation

**CONTRACT FOR SERVICES BETWEEN
KEY PENINSULA METROPOLITAN PARK DISTRICT
AND**

THE KEY PENINSULA PARK AND RECREATION FOUNDATION

THIS CONTRACT FOR FUND RAISING SERVICES, entered this ____ day of February 2021 by and between the KEY PENINSULA METROPOLITAN PARK DISTRICT, a municipal corporation (“Key Pen Parks”) and the KEY PENINSULA PARK AND RECREATION FOUNDATION (“KPPRF”), a non-profit organization.

RECITALS

WHEREAS, the voters approved the creation of Key Pen Parks to create and support recreational opportunities for its citizens; and

WHEREAS, the mission of Key Pen Parks is to enhance the quality of life on the Key Peninsula by providing park, recreational, and special event opportunities for all its citizens; and

WHEREAS, Key Pen Parks wants to further its mission by crafting partnerships with volunteer and government organizations, acquiring assets, developing and maintaining high quality facilities, preserving open space, providing diverse recreational programs, and prudently managing district funds; and

WHEREAS, a cooperative effort between the parties can eliminate unnecessary duplication of services and promote more efficient use; and

WHEREAS, Key Pen Parks and KPPRF find it mutually beneficial and in the public interest for Key Pen Parks to contract with KPPRF for the services as noted below.

NOW, THEREFORE, KEY PEN PARKS AND KPPRF agrees to the following:

CONTRACT

1. **Purpose.** Key Pen Parks and KPPRF find it mutually beneficial to collaborate for the benefit of the residents of the Key Peninsula. Key Pen Parks is hereby contracting with KPPRF to raise funds.
2. **Scope.** KPPRF will provide the following scope of services:
 - a. Agrees to solicit donors, non-profits, and foundations to raise funds that Key Pen Parks is unable to solicit for capital, recreational, or general use funds.

3. **Responsibilities.** KPPRF shall be solely responsible for all costs associated with fund raising.
4. **Payment.** KPPRF will withhold a 10% administrative fee for any funds distributed to Key Pen Parks for services as noted in item 2 above.
5. **Term of Contract.** The use specified in this Contract shall expire December 31, 2021. In addition, this Agreement may be terminated by either party, for cause, by delivering a notice via mail according to Section 10, which states that a written notice of termination be given to the non-terminating party at least thirty (30) days prior to the effective date of any termination. In the event of termination, the Foundation shall provide Key Pen Parks with an accounting of all funds in its possession and transfer those receipts, along with any restrictions thereon, to Key Pen Parks.
6. **Restriction on Assignment.** No party may assign its obligations under this Contract any claim under this Contract, without express written consent of all the parties.
7. **Hold Harmless and Indemnity.**
 - a. By Key Pen Parks.

Key Pen Parks agrees to indemnify, defend, save and hold harmless KPPRF, its officials, employees, volunteers and agents from any all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, rising out of, or in connection with, or incident to, the performance by Key Pen Parks of this Contract, except for those damages solely caused by the negligence or willful misconduct of KPPRF, its officials, employees, volunteers and agents.
 - b. By KPPRF.

KPPRF agrees to indemnify, defend, save and hold harmless Key Pen Parks, its officials, employees, volunteers and agents from any all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, rising out of, or in connection with, or incident to, the performance by KPPRF of this Contract, except for those damages solely caused by the negligence or willful misconduct of Key Pen Parks, its officials, employees, volunteers and agents.
 - c. In the event of liability for damages of any nature whatsoever arising out of the performance of this Contract by Key Pen Parks and KPPRF, including claims by Key Pen Parks' or KPPRF's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of Key Pen Parks and KPPRF, their officers, officials, employees and volunteers, each party's liability hereunder shall only be to the extent of that party's negligence.

8. **Nondiscrimination.** The parties shall comply with all applicable federal and state nondiscrimination laws, regulations, and policies as it applies to the obligations under this Contract. No person shall, on the grounds of age, race, creed, color, sex, religion, national origin, residence, marital status, or handicap (physical, mental or sensory) be denied benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity, funded in whole or in part, under this Contract.
9. **Disputes.** In the event of a dispute between Key Pen Parks and KPPRF regarding the scope of services under this Contract, Key Pen Parks Executive Director and KPPRF Board President or their designated representatives shall review such dispute and options for resolution. If any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by Key Pen Parks Executive Director and KPPRF Board President, the dispute may be submitted to mediation and if still not resolved, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW, and the judgement or award rendered by the arbitrator may be entered into any court having jurisdiction thereof.
10. **Notices**
 - a. All written communications which are to be given to Key Pen Parks under this Contract shall be addressed and delivered to:

Key Pen Parks
PO Box 70
Lakebay, WA 98349
Attn: Executive Director
 - b. All written communications which are to be given to KPPRF under this Contract will be addressed and delivered to:

Key Peninsula Park and Recreation Foundation
PO Box 188
Lakebay, WA 98395
Attn: Board President
 - c. The above shall be effective until receipt by one party from the other of a written notice of any change.
11. **Governing Law and Venue.** This Contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this Contract, venue shall be proper only in the Superior Court in and for Pierce County.
12. **Severability.** If any provision of this Contract any provision of any law, rule, or document incorporated by reference into this Contract, shall be held invalid such invalidity shall not affect the other provisions of this Contract which legally can be given

effect without the invalid provision. To this end, the provisions of this Contract are declared severable.

13. **Integration and Amendment.** There are no oral Contracts between the parties affecting the meaning, content, purpose, or effect of this Contract. No additions to, or alterations of the terms of this Contract shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties.

IN WITNESS HEREOF the parties have entered into this Contract on the day and year first above written.

KEY PEN PARKS

KEY PENINSULA PARK AND
RECREATION FOUNDATION

Tracey Perkosky, Executive Director

Robert Home, Board President



Meeting: February 8, 2021

Item # 13d

To: Board of Park Commissioners

From: Tracey Perkosky, Executive Director

Date: February 8, 2021

Subject: Adoption of Resolution 2021-02 Authorizing Disposition of Surplus Property

Background

Periodically at the request of the Executive Director, staff reviews current property to determine if it is still useful to the District. An item could be no longer needed, replaced, non-functioning or other. Many of the items on this list were left behind during various property acquisitions. The removal of these unneeded items will allow for more space in our facilities to assist with clear pathways and risk management practices.

If an item approved for surplus is also on the asset list, it is removed as part of this process.

Recommended Action: Adopt Resolution R 2021-02 to Declare Surplus Property and authorize the Executive Director to dispose of the property through sale, donation or other disposal.

Attachment 1: Resolution R 2021-02 to Declare Surplus Property and Authorize Disposition

Key Peninsula Metropolitan Park District
Dba Key Pen Parks



Resolution No R 2021-02

**A RESOLUTION OF THE BOARD OF PARK COMMISSIONERS OF THE KEY
PENINSULA METROPOLITAN PARK DISTRICT TO AUTHORIZE THE
EXECUTIVE DIRECTOR TO SURPLUS VARIOUS ITEMS**

WHEREAS the staff of Key Pen Parks periodically reviews assets which are broken, no longer used, or otherwise not needed and submits a list for disposition to the Executive Director; and,

WHEREAS the Executive Director recommends the surplus list to the Board of Park Commissioners; and

WHEREAS the Board of Park Commissioners of the Key Peninsula Metropolitan Park District (“Key Pen Parks”) desires to surplus the items listed in Attachment “A”; and,

WHEREAS the item listed has limited value to Key Pen Parks and applicable items will be removed the list of assets.

NOW THEREFORE, BE IT RESOLVED by the Board of Park Commissioners of Key Pen Parks that the Executive Director is authorized to use her best discretion to surplus through sale, donation or disposal of the items listed in Attachment “A”.

PASSED AND ADOPTED by Board of Park Commissioners of Key Pen Parks at a Regular Meeting held via Zoom due to the Covid-19 public health restrictions held this 8th day of February 2021.

Attest:

Key Pen Parks
Board of Commissioners
Pierce County, Washington

Edward Robison, President

Shawn Jensen, Vice-President

Kip Clinton, Clerk

Mark Michel, Member-at-Large

Linda Parry, Member-at-Large

Attachment "A"

Item	Model/Serial #	Reason
Mushroom style pole light fixture. Removed during field light retro fit.	No brand found. No Serial number.	No use for agency
7 Box HPS light fixtures.	No brand found. No Serial number.	No use for agency. Replaced with LED fixtures at Volunteer Park parking lot
6 Round ball field style sport lights (High Pressure Sodium)	No brand found. No serial numbers.	No use for agency. Removed during field light retrofit
1 Green leather style office chair	No brand found.	No use for agency. Left in Taylor Bay House during acquisition.
1 Wood arm chair, cloth seat and back	No brand found.	No use for agency.
2 Sail boat hulls, no rigging	Hull number CH7850EH, Missing from other.	No use for agency. Left over from bulk boat purchase from Camp.
1 push mower	Toro Model 29016; Serial number 0338065	Non working and parts missing.
1 large Freezer Body. Housing only previously used for tool storage	No brand found. No serial number found.	No use for agency.
1 bunk bed with mattresses and ladder	No brand found. No serial number found.	No use for agency. Left in Taylor Bay House during acquisition.
1 queen bed frame with mattress.	No brand found. No serial number found.	No use for agency. Left in Taylor Bay House during acquisition.
1 dining table with 5 chairs, wood	No brand found. No serial number found.	No use for agency. Left in Taylor Bay House during acquisition.
1 glass and metal buffet style table	No brand found. No serial number found.	No use for agency. Left in Taylor Bay House during acquisition.
1 double oven, electric	Jenn-aire brand. No serial number	Non working. Removed from Gateway house.
8 picnic furniture chairs, metal and cloth. Cloth ripped on most chairs	No brand found. No serial number found.	No use for agency. Left in Gateway House during acquisition.
2 round picnic table bases, 1 glass top	No brand found. No serial number found.	No use for agency. Left in Gateway House during acquisition.
1 Rectangle glass and metal picnic table	No brand found. No serial number found.	No use for agency. Left in Gateway House during acquisition.
1 Commercial Freezer	Beverage Air brand. Serial number 2354169 or 7802064.	Non working. Removed from Volunteer Park concession stand
1 Grass catcher assembly for riding mower.	No brand found. No serial number found.	No use for agency. Left in Gateway House during acquisition.
1 Pressure washer	Sears Brand. Model 580-742650	Non working and non repairable

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1 Tiller	Plowhorse brand, model 350. Serial 214.2000-054A B	Non working and non repairable
1 Tiller	Craftsman Brand. Serial Number 042897T012293	Non working with missing parts
1 15 x 25 Greenhouse (disassembled)	No brand found. No serial number found.	No longer needed by agency. Broken glass panels
1 Riding Mower	John Deere. Serial number 051122YG22151	In working condition but not needed by agency as it is not suitable for commercial use
1 Pressure washer	No brand found. Model CH-2203-OMHC. Serial number 275258	Non working, not cost effective to repair
1 Pressure washer	No brand found. No serial number found	Non working, missing parts
1 stainless steel sink from greenhouse	No brand found. No serial number found.	No longer needed by agency.



Meeting: February 8, 2021

Item # 13e

To: Board of Park Commissioners

From: Tracey Perkosky, Executive Director

Date: February 8, 2021

Subject: Approval of Wage Matrix for 2021 COLA

Background

With R2019-08, the Board of Park Commissioners approved an update to the Employee Handbook which included the ability to provide cost of living adjustments (COLA) to the wage matrix.

“Key Pen Parks will provide cost of living adjustments for full time staff based upon CPI as provided by the United States Department of Labor (Bureau of Labor Statistics). These adjustments will be made starting with the March 1st pay period, will be based on the October to October data which is released in November of the preceding year Consumer Price Index (CPI) for Seattle, Tacoma, and Bellevue (King, Pierce, & Snohomish counties) and shall never result in a decrease in pay.”

The October 2019 to October 2020 CPI for Seattle, Tacoma, and Bellevue was 2.1%. This amount was included in the adopted 2021 Annual Budget.

The attached Wage Matrix reflects the 2.1% increase and proposes a matrix for temporary (seasonal) employees which exceeds the WA State minimum wage of \$13.69.

Recommended Action: Approve Wage Matrix for Permanent and Temporary Employees for 2021.

Attachment 1: 2021 Wage Matrix, adjusted for COLA

2021 HOURLY WAGE MATRIX FOR PERMANENT EMPLOYEES

	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
(1/1-2/28)	D	\$13.98	\$14.40	\$14.84	\$15.28	\$15.74	\$16.21	\$16.70	\$17.20	\$17.71	\$18.25
(3/1-12/31)		\$14.28	\$14.71	\$15.15	\$15.60	\$16.07	\$16.55	\$17.05	\$17.56	\$18.09	\$18.63
(1/1-2/28)	E	\$15.38	\$15.84	\$16.32	\$16.81	\$17.31	\$17.83	\$18.37	\$18.92	\$19.49	\$20.07
(3/1-12/31)		\$15.71	\$16.18	\$16.66	\$17.16	\$17.68	\$18.21	\$18.75	\$19.32	\$19.89	\$20.49
(1/1-2/28)	F	\$16.92	\$17.43	\$17.95	\$18.49	\$19.04	\$19.62	\$20.20	\$20.81	\$21.43	\$22.08
(3/1-12/31)		\$17.28	\$17.79	\$18.33	\$18.88	\$19.44	\$20.03	\$20.63	\$21.25	\$21.88	\$22.54
(1/1-2/28)	G	\$18.61	\$19.17	\$19.75	\$20.34	\$20.95	\$21.58	\$22.22	\$22.89	\$23.58	\$24.28
(3/1-12/31)		\$19.00	\$19.57	\$20.16	\$20.77	\$21.39	\$22.03	\$22.69	\$23.37	\$24.07	\$24.79
(1/1-2/28)	H	\$20.47	\$21.09	\$21.72	\$22.37	\$23.04	\$23.73	\$24.45	\$25.18	\$25.94	\$26.71
(3/1-12/31)		\$20.90	\$21.53	\$22.18	\$22.84	\$23.53	\$24.23	\$24.96	\$25.71	\$26.48	\$27.27
(1/1-2/28)	I	\$22.52	\$23.20	\$23.89	\$24.61	\$25.35	\$26.11	\$26.89	\$27.70	\$28.53	\$29.38
(3/1-12/31)		\$22.99	\$23.68	\$24.39	\$25.13	\$25.88	\$26.66	\$27.46	\$28.28	\$29.13	\$30.00
(1/1-2/28)	J	\$24.77	\$25.52	\$26.28	\$27.07	\$27.88	\$28.72	\$29.58	\$30.47	\$31.38	\$32.32
(3/1-12/31)		\$25.29	\$26.05	\$26.83	\$27.64	\$28.47	\$29.32	\$30.20	\$31.11	\$32.04	\$33.00
(1/1-2/28)	K	\$27.25	\$28.07	\$28.91	\$29.78	\$30.67	\$31.59	\$32.54	\$33.51	\$34.52	\$35.56
(3/1-12/31)		\$27.82	\$28.66	\$29.52	\$30.40	\$31.31	\$32.25	\$33.22	\$34.22	\$35.24	\$36.30
(1/1-2/28)	L	\$29.98	\$30.87	\$31.80	\$32.75	\$33.74	\$34.75	\$35.79	\$36.87	\$37.97	\$39.11
(3/1-12/31)		\$30.60	\$31.52	\$32.47	\$33.44	\$34.45	\$35.48	\$36.54	\$37.64	\$38.77	\$39.93
(1/1-2/28)	M	\$32.97	\$33.96	\$34.98	\$36.03	\$37.11	\$38.22	\$39.37	\$40.55	\$41.77	\$43.02
(3/1-12/31)		\$33.67	\$34.68	\$35.72	\$36.79	\$37.89	\$39.03	\$40.20	\$41.40	\$42.65	\$43.93
(1/1-2/28)	N	\$36.27	\$37.36	\$38.48	\$39.63	\$40.82	\$42.05	\$43.31	\$44.61	\$45.95	\$47.32
(3/1-12/31)		\$37.03	\$38.14	\$39.29	\$40.47	\$41.68	\$42.93	\$44.22	\$45.54	\$46.91	\$48.32
(1/1-2/28)	O	\$39.90	\$41.09	\$42.33	\$43.60	\$44.90	\$46.25	\$47.64	\$49.07	\$50.54	\$52.06
(3/1-12/31)		\$40.73	\$41.96	\$43.22	\$44.51	\$45.85	\$47.22	\$48.64	\$50.10	\$51.60	\$53.15
(1/1-2/28)	P	\$43.89	\$45.20	\$46.56	\$47.96	\$49.40	\$50.88	\$52.40	\$53.98	\$55.59	\$57.26
(3/1-12/31)		\$44.81	\$46.56	\$47.96	\$49.40	\$50.88	\$52.40	\$53.98	\$55.59	\$57.26	\$58.98
(1/1-2/28)	Q	\$48.28	\$49.72	\$51.22	\$52.75	\$54.33	\$55.96	\$57.64	\$59.37	\$61.15	\$62.99
(3/1-12/31)		\$49.29	\$50.77	\$52.29	\$53.86	\$55.48	\$57.14	\$58.85	\$60.62	\$62.44	\$64.31
(1/1-2/28)	R	\$53.10	\$54.70	\$56.34	\$58.03	\$59.77	\$61.56	\$63.41	\$65.31	\$67.27	\$69.29
(3/1-12/31)		\$54.22	\$55.84	\$57.52	\$59.25	\$61.02	\$62.85	\$64.74	\$66.68	\$68.68	\$70.74
(1/1-2/28)	S	\$58.41	\$60.17	\$61.97	\$63.83	\$65.74	\$67.72	\$69.75	\$71.84	\$74.00	\$76.22
(3/1-12/31)		\$59.64	\$61.43	\$63.27	\$65.17	\$67.13	\$69.14	\$71.21	\$73.35	\$75.55	\$77.82
(1/1-2/28)	T	\$64.25	\$66.18	\$68.17	\$70.21	\$72.32	\$74.49	\$76.72	\$79.03	\$81.40	\$83.84
(3/1-12/31)		\$65.60	\$67.57	\$69.60	\$71.69	\$73.84	\$76.05	\$78.33	\$80.68	\$83.11	\$85.60

2021 HOURLY WAGE MATRIX FOR TEMPORARY EMPLOYEES

	Range	Step 1	Step 2	Step 3	Step 4
(1/1-2/28)	1	\$14.00	\$14.42	\$14.85	\$15.30
(3/1-12/31)		\$14.29	\$14.72	\$15.16	\$15.62
(1/1-2/28)	2	\$14.50	\$14.94	\$15.38	\$15.84
(3/1-12/31)		\$14.80	\$15.25	\$15.71	\$16.18
(1/1-2/28)	3	\$15.00	\$15.45	\$15.91	\$16.39
(3/1-12/31)		\$15.32	\$15.77	\$16.25	\$16.74
(1/1-2/28)	4	\$15.50	\$15.97	\$16.44	\$16.94
(3/1-12/31)		\$15.83	\$16.30	\$16.79	\$17.29

Adjusted on March 1st of each year to include CPI. CPI for 2021 is 2.1%