



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

Board Meeting

(Meetings may be videotaped or recorded)

AGENDA
May 10, 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/99602723603?pwd=Z0VaOUFhQ3FjbEN1ODh4OEE5Y3ZCUT09>

Meeting ID: 996 0272 3603

Passcode: 928637

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. Executive Director Report

Regular Meeting – 7:30 PM

- 1. Call to Order**

2. Roll Call

Present Excused Comment

- 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. April 12, 2021 Regular Meeting

8. Financial Report

- a. April 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. Approve Resolution R2021-04 Updating Park Rules

13. New Business

- a. Approve Field Use Agreement between Key Pen Parks and Key Peninsula Little League
- b. Authorize the Executive Director to execute the Interlocal Agreement for Appropriation of Second REET Parks Funds to Key Peninsula Metropolitan Park District

14. Other minor matters

15. Good of Order/Comments by Board Members

16. Next Regular Meeting June 14, 2021

17. Adjournment



Meeting: May 10, 2021

Item # 7a

To: Board of Park Commissioners

From: Tracey Perkosky, Executive Director

Date: May 10, 2021

Subject: Approval of Minutes

Background

This is a routine item and includes the meeting minutes from Regular Meeting on Monday, April 12, 2021.

Recommended Action: Approve meeting minutes.

Attachment 1: Minutes from Regular Meeting on April 12, 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, April 12, 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 preceded by a 7:06 PM study session. Executive Director Perkosky presented the Board with a draft Key Pen Parks' Park Rules Policy. The Board discussed it and suggested some revisions; Executive Director Perkosky will present a resolution to approve the final draft of the Key Pen Parks' Park Rules Policy at the regular May Key Pen Parks Park Board meeting. Executive Director Perkosky asked if any citizen had a question for the Board during Study Session. Sami Jensen asked when Key Pen Parks will install a modern electronic reader board at Gateway Park; Commissioner Clinton said that, presently, the State Growth Management Act prohibits electronic message signs in non-commercial rural zones. Sami Jensen asked if Key Pen Parks will increase informational Facebook or Tik Tok posts; Executive Director Perkosky replied that Key Pen Parks will continue informational posts on Facebook.

The regular public Zoom meeting was called to order at 7:30 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, Linda Parry and Kip Clinton; Commissioner Mark Michel was excused due to work. Staff present for Key Pen Parks: Executive Director Tracey Perkosky and Fiscal Specialist Laura Armstrong.

Citizens present via Zoom: Stan Moffett, Sami Jensen.

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. Special Presentations: No special presentations.

3. Citizen Comments: No citizen comments.

4. Approval of Minutes: President Robison asked if there were any objections or corrections to the March 8, 2021, regular meeting minutes; hearing none, the meeting minutes were approved as submitted.

5. Financial Report: The March 2021 Springbrook financial balance was \$3,351,223.78. The Zoo/Trek March 2021 deposit was \$15,616.65. Total 2021 Zoo/Trek collections to date were \$51,386.09. The March 2021 Real and Personal Property Tax deposit was \$85,762.57. 2021 Real and Personal Property Tax collections to date were \$134,732.81. Springbrook Expenditures for March 2021 were \$57,032.47. President Robison asked whether the reported Zoo/Trek revenue was correct because it appeared higher than previous years. Executive Director Perkosky said "yes" and explained it was due to the manner in which excise (sales) taxes on delivered goods and services are levied; excise (sales) tax is based upon the tax rate at the point of delivery and merchandise delivery to Key Peninsula residents has increased substantially in the past year. President Robison asked if there were any corrections or objections to the March 2021 financial report. Hearing none the financial report was adopted as submitted.

6. Executive Director's Report: Executive Director Perkosky said that Pierce County is again back to Phase 2 COVID regulations as of April 12 and explained the impact on Key Pen Parks events and facilities; the next COVID phase update is in three weeks. Registration openings for the Ride for KP Kids (May 15) event may be reduced from 500 participants to 200 if Pierce Co. does not return to Phase 3; staff is revising the May 1 Mom and Me Tea. The (new) Pop-Up Story Walk at Gateway Park, in partnership with Pierce Co. Libraries, is April 15 to May 15 reservation required; the chosen story is "The Big Umbrella". She requested volunteers register for April 24's Parks Appreciation Day and bring their own tools. Key Peninsula Fire District 16, in conjunction with Key Pen Parks, will be holding a Wildland Fire Drill at Key Central Forest on April 25; expect sirens, flashing lights, shouting, other loud noise and fire trucks on the trails; there will also be an evening/night fire drill on a yet-to-be-determined date in May. The target date for splash pad opening (reservation required; limited time and participants) may be delayed past the target date of June 15; for the splash pad to open, Pierce County must be in Phase 3 or better. She wanted to especially commend Events Coordinator Veronica Grandt and the Kiwanis Club of Gig Harbor for a fantastic Easter Egg Hunt for KP Kids on March 27; due to Event Coordinator Grandt's pre-event outreach to parents and citizens, 340 overall people registered to attend the event with 138 kids registered as "Easter Egg Hunters". The Board joined Executive Director Perkosky in her congratulations to Events Coordinator Grandt. Executive Director Perkosky reported that Jake Gleason has been promoted to the Volunteer & Office Coordinator position; he is working on Parks Appreciation Day logistics.

7. 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):** Executive Director read a report from Commissioner Michel: The Foundation has formed a group to develop fund raising ideas. Executive Director Perkosky added that Key Pen Parks does not have a representative in the Foundation's fund-raising group.
- c) **Trails Committee Report (Commissioner Michel):** Executive Director Perkosky read a report from Commissioner Michel: The BuDu event went great; the trails look good and the KP Pirates are ready to put together a work party for trail repair. Executive Director Perkosky added that there appeared to be 125 to 150 participants at the April 11 BuDu mountain biking event. It was the final event in their annual mountain bike racing series; they had requested permission to hold a season-ending ceremony so a few extra non-racing participants were on site.
- d) **Events Committee (Commissioner Michel):** Executive Director read a report from Commissioner Michel: Several route options of varying degrees of difficulty have been laid out for the Bike Ride for KP Kids; the Key Peninsula Parks and Recreation Foundation is planning a Run/Walk fund raising event for October 16. Executive Director Perkosky added that Key Pen Parks July 4th event might again be cancelled due to COVID regulation constraints.

8. Board President's Report (President Robison): Board President Robison said he wanted to "emphasize that his highest priority for Spring is to have the splash pad operational and make it work" (in a safe manner given COVID rules and regulations).

9. Unfinished Business: No Unfinished Business.

10. New Business:

- a) **Approval of Annual Financial Report for the Year Ending December 31, 2020:** Fiscal Specialist Armstrong presented a Power Point report about how Key Pen Parks'

Annual Financial Report to the State Auditor's Office is compiled. She thoroughly explained the different schedules and documents included in the report. She said that a new COVID related "Note" detailing COVID related revenue loss and expense is required as a supporting document. She also said a different "Note" lists 2020 reimbursement revenue from Pierce County's Conservation Futures Opportunity Fund for Key Pen Parks' 2019 purchase of the Cramer/McCracken property (addition to 360 Trails). She requested the Key Pen Parks Board of Park Commissioners approve the 2020 Annual Report. Commissioner Robison asked whether Key Pen Parks received more revenue than was budgeted in 2020. Executive Director Perkosky answered "yes". She said, in addition to capital funds for REET and the Conservation Futures Opportunity Fund reimbursement payment, more revenue was generated from Zoo/Trek excise (sales) tax, forest excise tax and property tax than was expected. Commissioner Clinton moved "we approve the 2020 Financial Report for submittal to the State Auditor's Office". Commissioner Jensen seconded the motion. The motion passed unanimously. Executive Director congratulated Fiscal Specialist Armstrong on her presentation to the Board.

- b) Approval of Executive Director to Sign Letter of Support for WA Congressional Delegation on Trails:** Executive Director Perkosky said Key Pen Parks was contacted by Pierce County (through Pierce County Parks) to participate in a joint letter to Puget Sound region Congressmembers in support of federal funding for trails. The group initiating the letter is Leafline Trails Coalition; who is a regional advocacy group supporting trails and trail connections throughout the Central Puget Sound region. One of the primary goals of this organization is to create an interconnected network of shared use trails across the Central Puget Sound region to improve health, community, quality of life, mobility and access for all. Executive Director Perkosky told the Board that, though Key Pen Parks has no trails on the project list this letter pertains to, it is important to extend support to neighboring districts' proposals in furtherance of common goals. Commissioner Jensen moved that "we authorize the Executive Director to sign the letter of support for the WA Congressional Delegation on Trails". Commissioner Parry seconded the motion. The motion passed unanimously.

11. Other minor matters: No minor matters.

12. Commissioners Comments/Good of the Order: Commissioner Parry said that she thought Fiscal Specialist Armstrong did an amazing job and made the presentation clear and understandable. Commissioner Robison also commended Fiscal Specialist Armstrong. Commissioner Robison mentioned that he has noticed the playgrounds are being heavily used this spring; Executive Director Perkosky said staff is trying to keep them open by encouraging good hygiene by playground users. She said the zip lines will remain closed due to sanitation requirements; the handles have to be sanitized each time they were used which is prohibitively expensive.

13. Meeting Adjourned: The public Zoom meeting of April 12, 2021, was adjourned at 8:21 PM. The next regular meeting will be held on Monday, May 10, 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.

Unofficial



Meeting: May 10, 2021

Item # 8

To: Board of Park Commissioners
From: Tracey Perkosky
Via: Laura Armstrong, Fiscal Specialist
Date: May 10, 2021
Subject: Approval of Finances

Background

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

April 2021 Financial Report

Total expenditures \$65,615.45

• <u>Accounts Payable</u>	\$19,743.08	Check # 1725 to 1753
• <u>Payroll/Benefits</u>	\$45,792.37	EFT's
• <u>Pierce County Claim</u>	\$ 0.00	EFT's
• <u>Petty Cash</u>	\$0	Cash
• <u>Bank service fees</u>	\$80.00	EFT's

Total Revenue \$711,394.54

• BIAS (Other Revenues)	\$121,602.69
• Zoo Trek	\$15,481.23
• Property Tax	\$574,150.57
• Investment	\$160.03
• Leasehold Excise	\$.02
• Timber Excise Tax	\$0
• Sale of Tax Title Property	\$0

Recommendation: Approve Financial Report

Attachments:

- Financial Report
- Cash Flow Statement

TREASURERS REPORT

Fund Totals

Key Peninsula Metro Parks District

04/01/2021 To: 04/30/2021

Time: 11:27:48 Date: 05/06/2021

Page: 1

Fund	Previous Balance	Revenue	Expenditures	Ending Balance	Claims Clearing	Payroll Clearing	Outstanding Deposits	Adjusted Ending Balance
001 General Fund	3,351,223.78	711,394.54	65,615.45	3,997,002.87	2,741.93	2,696.48	0.00	4,002,441.28
	3,351,223.78	711,394.54	65,615.45	3,997,002.87	2,741.93	2,696.48	0.00	4,002,441.28



TREASURERS REPORT

Account Totals

Key Peninsula Metro Parks District

04/01/2021 To: 04/30/2021

Time: 11:27:48 Date: 05/06/2021

Page: 2

Cash Accounts	Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
1 First Citizens Checking	4,485.78	121,602.69	119,798.87	6,289.60	0.00	0.00	6,289.60
2 First Citizens Payroll	16,127.42	45,474.38	45,792.37	15,809.43	0.00	2,696.48	18,505.91
3 Pierce County	3,302,653.43	709,510.72	80,118.27	3,932,045.88	0.00	0.00	3,932,045.88
4 Petty Cash	173.08	0.00	0.00	173.08	0.00	0.00	173.08
5 First Citizens AP	27,784.07	34,643.89	19,743.08	42,684.88	0.00	2,741.93	45,426.81
Total Cash:	3,351,223.78	911,231.68	265,452.59	3,997,002.87	0.00	5,438.41	4,002,441.28
	3,351,223.78	911,231.68	265,452.59	3,997,002.87	0.00	5,438.41	4,002,441.28

TREASURERS REPORT Outstanding Vouchers

Key Peninsula Metro Parks District

As Of: 04/30/2021 Date: 05/06/2021
Time: 11:27:48 Page: 3

Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2021	246	04/30/2021	Payroll	2	EFT	1ST Quarter 01/01/2021 - 03/31/2021	2,696.48	1ST Quarter 01/01/2021 - 03/31/2021
							<u>2,696.48</u>	
2021	228	04/28/2021	Claims	5	1744	Canon Financial Services, INX	121.00	Rental of Canon copier and fax attachment for office usage.
2021	229	04/28/2021	Claims	5	1745	Capitol Lumber	305.86	Keys, toilet bowl brush, zip ties, garbage cans, lumber for shelves, brackets and supplies to hang shelves, cable, and concrete mix.
2021	230	04/28/2021	Claims	5	1746	Copiers Northwest	102.28	Cost of copy pages as per contract with Cannon printer.
2021	231	04/28/2021	Claims	5	1747	Finance Department	1,100.00	Annual admin fee In lieu of rent for Lakebay Transfer Station wooded area.
2021	232	04/28/2021	Claims	5	1748	Hemley's Handy Kans	235.50	Rental of portable toilets for Gateway/360, Taylor Bay and Key Central Forest.
2021	233	04/28/2021	Claims	5	1749	Pape' Machinery	143.12	Fuel filter for tractor and Hydraulic fluid for 2-track 997
2021	234	04/28/2021	Claims	5	1750	Jose A Reyes	100.00	Annual boot allowance as per Employee Handbook
2021	235	04/28/2021	Claims	5	1751	Safeguard	405.10	New checks for First Citizens AP account.
2021	236	04/28/2021	Claims	5	1752	Washington Water Service Company	129.07	Water service fees for Gateway Park.
2021	237	04/28/2021	Claims	5	1753	Matthew M Woodward	100.00	Annual boot allowance as per Employee Handbook
							<u>2,741.93</u>	
							<u>5,438.41</u>	

Fund	Claims	Payroll	Total
001 General Fund	2,741.93	2,696.48	5,438.41
	<u>2,741.93</u>	<u>2,696.48</u>	<u>5,438.41</u>

TREASURERS REPORT

Signature Page

Key Peninsula Metro Parks District

Time: 11:27:48 Date: 05/06/2021

04/01/2021 To: 04/30/2021

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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: _____

Commissioner / Date

Signed: _____

Office Manager/Bookkeeper / Date

RECEIPT REGISTER

Key Peninsula Metro Parks District

Time: 09:37:11 Date: 04/30/2021

04/01/2021 To: 04/30/2021

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Trans	Date	Type	Rec #	CR #	Acct#	Claimant	Amount	Memo
185	04/02/2021	Tr Rec	1307	1041	1	Tracey L Perkosky	1,256.65	Gateway caretaker rent of \$950.00, Utilities of \$184.67, and leasehold tax of \$121.98 for April 2021
192	04/06/2021	Tr Rec	1312	1042	1	The Snack Shack	473.18	Hood Suppression inspection fee for Concession building. Invoice 2021-3
193	04/06/2021	Tr Rec	1313	1043	1	Kyle Armstrong	312.86	Taylor Bay rent of \$100.00, Utilities of \$200.00 and Lease hold tax of 12.86 for April 2021
194	04/06/2021	Tr Rec	1314	1044	1	Kyle Armstrong	312.86	Taylor Bay rent of \$100.00, Utilities of \$200.00 and Lease hold tax of 12.86 for May 2021
222	04/20/2021	Tr Rec	1315	1045	1	Peninsula School District	2,179.59	Rental of Gateway fields for cross country practice and events. see invoice 2021-1 and 2021-2
225	04/23/2021	Tr Rec	1316	1046	1	BuDu Racing, LLC	475.00	Rental of Gateway 360 trails for bike event on 4-11-2021
226	04/23/2021	Tr Rec	1317	1047	1	Key Peninsula civic Center	142.50	Deposit refunded for cancelled room rental of Mom and Me tea event at the KP civic center.
227	04/23/2021	Tr Rec	1318	1048	1	Recreation and conservation f	116,345.05	Balance of Grant funds awarded for Gateway Park Phase 3.
240	04/30/2021	Tr Rec	1319	1049	1	Angela Mattison-Lindbom	105.00	Rental of Gateway Park Pavilion on July 11 2021 from 2:00pm to 5:00 PM for Gig Harbor Rotary club.
330 Intergovernmental Revenues							116,345.05	
360 Long Terms							5,257.64	
001 General Fund							121,602.69	
							121,602.69	

Pierce County

RECEIPT REGISTER

Key Peninsula Metro Parks District

Time: 11:31:47 Date: 05/06/2021

04/01/2021 To: 04/30/2021

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Trans	Date	Type	Rec #	CR #	Acct#	Claimant	Amount	Memo
260	04/30/2021	Tr Rec	1322		3	Pierce County Budget and Finar	574,150.57	Property tax of \$564,399.10 and delinquent years tax of \$9,751.47
261	04/30/2021	Tr Rec	1323		3	Pierce County Budget and Finar	15,481.23	Zoo Trek
262	04/30/2021	Tr Rec	1324		3	Pierce County Budget and Finar	0.02	Leasehold excise tax.
263	04/30/2021	Tr Rec	1325		3	Pierce County Budget and Finar	160.03	Investment Interest
							589,631.82	
							160.03	
							589,791.85	
							589,791.85	

April 2021 Payroll expenditures

Key Peninsula Metro Parks District

Time:

15:40:51 Date: 05/04/2021

04/01/2021 To: 04/30/2021

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Voucher Claimant	Trans	Date	Type	Acct #	Amount	Memo
EFT EFTPS	201	04/08/2021	Payroll	2	4,343.07	
EFT Employee Paycheck	177	04/10/2021	Payroll	2	685.92	
EFT Employee Paycheck	178	04/10/2021	Payroll	2	2,125.48	
EFT Employee Paycheck	179	04/10/2021	Payroll	2	1,115.64	
EFT Employee Paycheck	180	04/10/2021	Payroll	2	1,534.78	
EFT Employee Paycheck	181	04/10/2021	Payroll	2	2,557.98	
EFT Employee Paycheck	182	04/10/2021	Payroll	2	1,304.48	
EFT Employee Paycheck	183	04/10/2021	Payroll	2	1,734.18	
EFT Employee Paycheck	184	04/10/2021	Payroll	2	2,186.17	
EFT United Concordia	202	04/13/2021	Payroll	2	526.50	
EFT WA State Department of Retiremen	203	04/13/2021	Payroll	2	6,815.95	
EFT ESD-PFLMA	213	04/13/2021	Payroll	2	229.10	
EFT Department of Licensing	239	04/23/2021	Payroll	2	13.00	
EFT Employee Paycheck	214	04/25/2021	Payroll	2	516.89	
EFT Employee Paycheck	215	04/25/2021	Payroll	2	1,946.98	
EFT Employee Paycheck	216	04/25/2021	Payroll	2	1,294.93	
EFT Employee Paycheck	217	04/25/2021	Payroll	2	1,450.50	
EFT Employee Paycheck	218	04/25/2021	Payroll	2	2,557.98	
EFT Employee Paycheck	219	04/25/2021	Payroll	2	1,085.70	
EFT Employee Paycheck	220	04/25/2021	Payroll	2	1,614.56	
EFT Employee Paycheck	221	04/25/2021	Payroll	2	2,186.18	
EFT EFTPS	238	04/28/2021	Payroll	2	4,124.61	
EFT 1st Quarter 01/01/2021 - 03/31/2021	245	04/30/2021	Payroll	2	1,132.31	
EFT 1ST Quarter 01/01/2021 - 03/31/2021	246	04/30/2021	Payroll	2	2,696.48	
EFT Department of Licensing	247	04/30/2021	Payroll	2	13.00	
Total Checks:					45,792.37	

April 2021 BIAS AP Account Expenditures

Key Peninsula Metro Parks District

Time:

09:35:05 Date: 04/30/2021

04/01/2021 To: 04/30/2021

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Voucher	Claimant	Trans	Date	Type	Acct #	Amount	Memo
210401001	Canon Financial Services, INX	170	04/01/2021	Claims	5	121.00	Rental of office printer and fax attachment.
210401002	Cintas Fire Protection	171	04/01/2021	Claims	5	894.19	Fire extinguisher annual inspection and Inspection on concession building kitchen system (this amount will be reimbursed by the Snack Shack).
210401003	EPIC Business Essentials	172	04/01/2021	Claims	5	112.24	Office supplies (printer paper, pens, notebook, name tags, and push pins)
210401004	Express Septic Service	173	04/01/2021	Claims	5	485.85	Septic pumping at Home Park.
210401005	Peninsula Light Company	174	04/01/2021	Claims	5	2,346.27	Electric service fees for Gateway Park, Volunteer Park, Home Park, and Taylor Bay.
210401006	Springbrook Holding Company LLC	175	04/01/2021	Claims	5	310.75	Tax balanced owed on cloud hosting software.
210401007	WA State Department of Retirement	176	04/01/2021	Claims	5	25.00	Annual Old Age and Survivors Insurance for DRS.
210404001	PEBB Health Insurance	204	04/13/2021	Payroll	5	3,718.30	Pay Cycle(s) 03/25/2021 To 04/10/2021 - PEBB Health Insurance
210405001	CenturyLink	205	04/13/2021	Claims	5	487.88	Phone and internet charges for Gateway Park maintenance office from December 2020 to March 2021
210405002	Murreys Disposal Company	206	04/13/2021	Claims	5	385.54	Trash pickup service at Volunteer Park and Gateway Park.
210405003	PCRCO, LLC	207	04/13/2021	Claims	5	179.81	Garbage from Gateway Park cleanup taken to dump.
210405004	Sarco Supply	208	04/13/2021	Claims	5	376.67	Cleaning supplies
210405005	Swank Motion Pictures	209	04/13/2021	Claims	5	1,890.00	Rental and license to show 4 movies for movie nights in August 2021
210405006	US Bank	210	04/13/2021	Claims	5	5,054.07	Fuel, 2 laptops, cleaning supplies, items for equipment maintenance, zoom meeting, McAfee anti-virus, keyboard and mouse, water test, small printer, items for Easter egg hunt event
210405007	Verizon Wireless	211	04/13/2021	Claims	5	363.89	Cell phone service for staff usage.
210405008	Wave Broadband	212	04/13/2021	Claims	5	249.69	Phone and internet service fees
210407001	Canon Financial Services, INX	228	04/28/2021	Claims	5	121.00	Rental of Canon copier and fax attachment for office usage.
210407002	Capitol Lumber	229	04/28/2021	Claims	5	305.86	Keys, toilet bowl brush, zip ties, garbage cans, lumber for shelves, brackets and supplies to hang shelves, cable, and concrete mix.
210407003	Copiers Northwest	230	04/28/2021	Claims	5	102.28	Cost of copy pages as per contract with Cannon printer.
210407004	Finance Department	231	04/28/2021	Claims	5	1,100.00	Annual admin fee In lieu of rent for Lakebay Transfer Station wooded area.
210407005	Hemley's Handy Kans	232	04/28/2021	Claims	5	235.50	Rental of portable toilets for Gateway/360, Taylor Bay and Key Central Forest.
210407006	Pape' Machinery	233	04/28/2021	Claims	5	143.12	Fuel filter for tractor and Hydraulic fluid for 2-track 997
210407007	Reyes Jose A	234	04/28/2021	Claims	5	100.00	Annual boot allowance as per Employee Handbook
210407008	Safeguard	235	04/28/2021	Claims	5	405.10	New checks for First Citizens AP account.
210407009	Washington Water Service Company	236	04/28/2021	Claims	5	129.07	Water service fees for Gateway Park.
210407010	Woodward Matthew M	237	04/28/2021	Claims	5	100.00	Annual boot allowance as per Employee Handbook

April 2021 BIAS AP Account Expenditures

Key Peninsula Metro Parks District

Time: 09:35:05 Date: 04/30/2021

04/01/2021 To: 04/30/2021

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Voucher Claimant	Trans	Date	Type	Acct #	Amount	Memo
Total Checks:					19,743.08	

TRANSACTION JOURNAL

Key Peninsula Metro Parks District

04/01/2021 To: 04/30/2021

Time: 11:36:06 Date: 05/06/2021

Page: 1

Trans	Date	Redeemed	Acct #	Chk #	Type	Receipt # InterFund #	Vendor	Amount	Memo
243	04/30/2021	04/30/2021	1		Ser Chge		First Citizens	75.00	Bank service fees
	576 80 49 003	Banking Fees		001	General Fund			75.00	Bank service fees
244	04/30/2021	04/30/2021	1		Ser Chge		Merch Bankcard service	5.00	Credit card processing service fees
	576 80 49 003	Banking Fees		001	General Fund			5.00	Credit card processing service fees
	Records Printed:		2				Adjustments:	0.00	
							Beginning Balance:	0.00	
							Revenues:	0.00	
							Warrant Expenditures:	0.00	
							Non Warrant Expenditures:	80.00	
							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	80.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	80.00	0.00	0.00	0.00

2021 CASH FLOW - YEAR TO DATE

Key Peninsula Metro Parks District

Time: 13:49:30 Date: 05/06/2021

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001 General Fund	January	February	March	April	May	June	July	August	September	October	November	December	Total	Budgeted Amt	
311 10 00 000 Taxes, Real & Personal Pro	4,738.29	44,231.95	85,762.57	574,150.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	708,883.38	1,430,563.00	50%
313 17 00 000 Taxes, Zoo Trek Excise Tax	16,388.65	19,380.79	15,616.65	15,481.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	66,867.32	150,000.00	45%
317 20 00 000 Taxes, Leasehold Excise Ta	0.00	15.22	0.00	0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.24	4,000.00	0%
317 40 00 000 Taxes, Forest Excise Tax	0.00	120.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	120.69	500.00	24%
310 Taxes	21,126.94	63,748.65	101,379.22	589,631.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	775,886.63	1,585,063.00	49%
334 02 70 000 Recreation Conservation C	107,452.89	0.00	0.00	116,345.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	223,797.94	0.00	0%
330 Intergovernmental Revenues	107,452.89	0.00	0.00	116,345.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	223,797.94	0.00	0%
347 60 00 003 Proqram Fees, Proqrms	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00	0%
340 Park Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00	0%
361 11 00 000 Investment Interest	226.11	197.46	185.04	160.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	768.64	12,000.00	6%
362 40 00 003 S&F Rentals, Camping Fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	750.00	0%
362 40 00 004 S&F Rentals, 360 Field / G:	350.00	0.00	475.00	2,759.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,584.59	3,500.00	102%
362 40 00 005 S&F Rentals, Home Park P	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	0%
362 40 00 006 S&F Rentals, Volunteer Pa	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	0%
362 50 00 001 S&F Rentals, Concessions	340.00	340.00	1,080.00	473.18	540.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,773.18	10,800.00	26%
362 50 00 002 S&F Rentals, Gateway Car	1,071.98	1,326.02	1,349.44	1,256.65	1,244.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,248.14	15,600.00	40%
362 50 00 003 S&F Rentals, Storage Spac	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	0%
362 50 00 004 S&F Rentals, Little Leaque	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00	0%
362 50 00 005 S&F Rental, Taylor Bay Car	312.86	312.86	312.86	625.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,564.30	5,800.00	27%
367 00 00 000 Contributions & Donation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0%
369 91 00 000 Other Revenue	0.00	206.78	551.00	142.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	900.28	2,000.00	45%
369 91 01 000 Usage Of Fund Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	192,980.00	0%
360 Long Terms	2,300.95	2,383.12	3,953.34	5,417.67	1,784.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15,839.13	255,780.00	6%
FUND REVENUES:	130,880.78	66,131.77	105,332.56	711,394.54	1,784.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,015,523.70	1,842,843.00	55%
576 80 10 001 Commissioner Wages	128.01	384.03	768.06	0.00	256.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,536.12	7,500.00	20%
576 80 10 002 Administrative Wages	16,016.22	15,464.83	15,198.02	18,317.54	9,815.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00	74,812.39	263,000.00	28%
576 80 10 003 Park Operations Wages	14,494.82	14,454.80	13,589.65	16,322.39	6,838.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65,700.14	304,000.00	22%
576 80 20 001 Commissioner Personnel E	21.47	29.40	58.80	9.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	118.87	600.00	20%
576 80 20 002 Administrative Benefits	8,023.35	4,149.80	4,066.53	5,718.49	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21,958.17	94,000.00	23%
576 80 20 003 Park Operations Benefits	9,185.21	5,664.64	6,579.81	9,302.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30,731.99	161,000.00	19%
576 80 20 005 Volunteers L&I Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	0%
576 80 20 006 Uniforms/safety Gear - Per	56.08	26.00	267.06	226.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	575.14	3,500.00	16%
576 80 31 001 Office Supplies	10.00	152.20	432.18	1,433.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,027.43	3,000.00	68%
576 80 31 002 Maintenance Supplies	36.67	2,150.64	1,754.74	997.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,939.79	39,000.00	13%
576 80 31 003 Equipment Maintenance S	0.00	0.00	0.00	397.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	397.43	7,500.00	5%
576 80 31 004 Vehicle Maintenance Supr	469.03	92.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	561.08	5,000.00	11%
576 80 31 130 Supplies, Special Event Por	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00	0%
576 80 31 140 Supplies, Speial Events No	0.00	523.68	354.06	66.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	944.55	9,000.00	10%
576 80 32 000 Park Operations Fuel	607.37	1,329.86	581.31	763.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,282.49	10,500.00	31%
576 80 35 000 Small Tools & Equipment	0.00	199.00	737.53	2,090.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,027.51	4,500.00	67%
576 80 41 000 Professional Services, Marl	5,406.50	0.00	0.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,410.50	9,000.00	60%
576 80 41 001 Professional Services, Con:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20,000.00	0%
576 80 41 002 Professional Services, Fina	0.00	0.00	6,422.55	310.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,733.30	20,000.00	34%
576 80 41 004 Professional Services, Leqz	943.00	207.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,150.00	6,000.00	19%

2021 CASH FLOW - YEAR TO DATE

Key Peninsula Metro Parks District

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001 General Fund	January	February	March	April	May	June	July	August	September	October	November	December	Total	Budgeted Amt	
000															
576 80 41 005 Professional Services, Con	4,720.00	0.00	213.00	23.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,956.00	7,500.00	66%
576 80 41 007 Professional Services, Web	425.19	0.00	0.00	103.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	528.25	5,000.00	11%
576 80 41 008 Professional Services, Arbc	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0%
576 80 41 009 Election Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,000.00	0%
576 80 41 020 Professional Services, Key	0.00	23.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23.00	7,500.00	0%
576 80 41 120 Professional Services Com	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	0%
576 80 42 001 Communications, Cell Phc	199.85	208.86	471.79	363.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,244.39	3,700.00	34%
576 80 42 002 Communications, Telepho	249.70	519.61	550.50	1,013.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,333.36	3,500.00	67%
576 80 42 004 Communications, Postage	0.00	68.15	7.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.10	250.00	30%
576 80 43 001 Travel, Commissioners	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	0%
576 80 43 002 Travel, Staff	6.00	0.00	30.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	36.00	15,000.00	0%
576 80 44 001 Taxes And Operation Asse	0.00	0.00	305.77	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	305.77	500.00	61%
576 80 45 000 Equipment Rental\ Land, (283.27	155.00	1,672.39	1,679.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,790.44	7,000.00	54%
576 80 46 000 Insurance, General Liability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35,000.00	0%
576 80 47 020 Utility Services, Key Pen G:	792.81	312.65	800.52	855.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,761.85	21,500.00	13%
576 80 47 040 Utility Services, Home Park	0.00	52.45	52.78	50.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	155.55	600.00	26%
576 80 47 080 Utility Services, Taylor Bay	0.00	256.97	290.57	239.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	787.30	3,500.00	22%
576 80 47 090 Utility Services, Volunteer	184.59	862.86	900.24	1,894.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,842.43	17,000.00	23%
576 80 48 000 Repairs & Maintenance, G	0.00	2,863.37	0.00	1,380.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,243.41	20,500.00	21%
576 80 49 001 Licenses & Permits	130.00	0.00	0.00	1,890.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,020.00	4,500.00	45%
576 80 49 002 Dues & Subscriptions	500.00	60.00	995.00	241.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,796.06	4,700.00	38%
576 80 49 003 Banking Fees	65.00	80.00	80.00	80.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	305.00	1,250.00	24%
576 80 49 004 Other Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,000.00	0%
576 80 49 006 Training, Staff	0.00	330.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	330.00	3,500.00	9%
576 80 49 010 Miscellaneous Key Central	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	0%
576 80 49 020 Miscellaneous Gateway Pa	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	0%
576 80 49 090 Miscellaneous Volunteer F	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	0%
576 80 49 120 Miscellaneous For Commu	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,500.00	0%
576 80 52 000 Intergovernmental Taxes (0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	0%
576 Parks	62,954.14	50,620.85	57,180.81	65,775.73	16,910.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	253,441.81	1,157,100.00	22%
589 00 00 999 Payroll Liability Account	-98.74	-113.05	-148.34	-160.28	-4,248.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-4,768.82	0.00	0%
589 30 00 000 Other Non-Expenditures -	0.00	345.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	345.78	2,500.00	14%
580 Non-Expenditures	-98.74	232.73	-148.34	-160.28	-4,248.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-4,423.04	2,500.00	177%
591 76 70 000 G.O. Bond Principal	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35,000.00	0%
592 76 83 000 G.O. Bond Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21,525.00	0%
591	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	56,525.00	0%
594 76 62 001 Capital Improvements Ma:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	225,000.00	0%
594 76 62 020 Capital Improvements Gat	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	344,718.00	0%
594 76 62 090 Capital Expenditures/Expe	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20,000.00	0%
594 76 63 001 Capital Expenditures/Expe	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0%
594 76 64 001 Capital Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	27,000.00	0%
594 Capital Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	626,718.00	0%

2021 CASH FLOW - YEAR TO DATE

001 General Fund	January	February	March	April	May	June	July	August	September	October	November	December	Total	Budgeted Amt	
FUND EXPENDITURES:	62,855.40	50,853.58	57,032.47	65,615.45	12,661.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	249,018.77	1,842,843.00	14%
FUND GAIN/LOSS:	68,025.38	15,278.19	48,300.09	645,779.09	-10,877.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	766,504.93		
FUND NET POSITION:	68,025.38	83,303.57	131,603.66	777,382.75	766,504.93	766,504.93	766,504.93	766,504.93	766,504.93	766,504.93	766,504.93	766,504.93			

2021 FUND TOTALS

Key Peninsula Metro Parks District

Time: 13:49:30 Date: 05/06/2021

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REVENUES	January	February	March	April	May	June	July	August	September	October	November	December	Total	Budgeted Amt	%
001 General Fund	130,880.78	66,131.77	105,332.56	711,394.54	1,784.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,015,523.70	1,842,843.00	55%
	130,880.78	66,131.77	105,332.56	711,394.54	1,784.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,015,523.70	1,842,843.00	55%
EXPENDITURES	January	February	March	April	May	June	July	August	September	October	November	December	Total	Budgeted Amt	%
001 General Fund	62,855.40	50,853.58	57,032.47	65,615.45	12,661.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	249,018.77	1,842,843.00	14%
	62,855.40	50,853.58	57,032.47	65,615.45	12,661.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	249,018.77	1,842,843.00	14%
FUND GAIN/LOSS:	68,025.38	15,278.19	48,300.09	645,779.09	-10,877.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	766,504.93		
FUND NET POSITION:	68,025.38	83,303.57	131,603.66	777,382.75	766,504.93	766,504.93	766,504.93	766,504.93	766,504.93	766,504.93	766,504.93	766,504.93			



Regular Meeting: May 10, 2021

Item # 10

To: Board of Park Commissioners
From: Tracey Perkosky, Executive Director
Date: May 10, 2021
Subject: Executive Director Report

Last month, I wrote about the move to Phase 3 and our ability to larger events, have spectators and more. Then, we reverted back to Phase 2 and Governor Inslee recently extended the Phase 2 restrictions for two additional weeks. The Phase 2 restrictions have impacted our events with the cancellation of Mom & Me Tea due to the inability to secure a food handling permit from the Health Department, limited attendance at Parks Appreciation Day, and more. We have cancelled the July 3rd Summerfest event, due to the changing Phase information, the unlikeliness that it will look similar with food, bouncy houses and fun games, and the time required to plan the day. We know that the community will miss this event, but we look forward to returning in 2022! Currently, Cinema Under the Stars is underway with the movies selected and plans in place for Phase 2 and Phase 3 attendance.

The Splash Pad is tentatively set to open June 15th if we are in Phase 3. Pre-registration will be required (no fee) and access will be limited. Full details will be available on June 1st as we await further direction on the Phases from the Governor. In late May, the area will be fenced off in order to control access and meet the guidelines.

The picnic shelters and pavilions are open for rental. All renters must agree to follow all Covid restrictions and guidelines. Information is on the website and through Event Coordinator Grandt.

The Storywalk is installed in Gateway Park and is very popular. It is up through the end of May. An activity book is available through the library located in Key Center.

Park Appreciation Day had 7 volunteers, with pre-registration and covid restrictions a definite challenge. However, the folks who attended did AMAZING work clearing out a large section of invasive plants from under trees in Gateway Park, weeding some of the parking lot islands, and planting flowers in over 20 baskets which will be hung in Gateway and Volunteer Parks!

Volunteers are slowly continuing to grow with an adoption of Home Park and Minter Creek, a middle school group coming to work on 360 Mountain Bike Trails, and more. We will be posting small community events in the coming weeks for trail work, weeding, and refreshing the half basketball court in Volunteer Park. We will also be rolling out a sign-up area for skilled tradespersons within the next few weeks.

Hiring in all maintenance positions remains challenging. This is not limited to Key Pen Parks as fellow Park Directors across the state are struggling to fill positions especially part time and seasonal spots. Staff is working hard to keep the parks clean and safe, however some of the grass may get a little long in some areas. One seasonal is coming on board in Mid-May and a second offer is pending.

There are two playground amenities which remain closed and were mentioned in last month's report. The slide is pending delivery at Home Park and the latch for the ADA swing at Gateway is on backorder.



Illegal dumping has greatly subsided lately with only one major incident this past month at Rocky Creek. It was reported on Facebook and cleaned up that day. It appeared to be contaminated soil along with heavy metal items including propane tanks, car parts, etc. As a result, there was a large dump fee bill. We would like to remind the public that if a “junk haul away” seems cheap it is likely because they are illegally dumping it, then the taxpayers pay the bill. There were reports of addresses on the items on Facebook, but per maintenance staff it was only partial information and not enough to contact someone to return the items.

On the fiscal side, we recently implemented proper “internal controls” for Accounts Payable (AP) as the new Office Coordinator now enters the AP, the Fiscal Specialist reviews it for accuracy and then the Executive Director approves it. This is a great step with the added staff. In July, we will be making similar changes for payroll entry. It is processes such as this that auditors like to see to ensure that funds are being properly handled and categorized.

Key Peninsula Metropolitan Park District
Dba Key Pen Parks



Resolution No R2021-04

A RESOLUTION OF THE BOARD OF PARK COMMISSIONERS OF THE KEY PENINSULA METROPOLITAN PARK DISTRICT ADOPTING PARK POLICY GUIDELINES WITH RULES FOR PARK OWNED FACILITIES AND OPERATED BY THE DISTRICT

WHEREAS the Park District owns, operates, and maintains a system of public parks; and

WHEREAS the District seeks consistent rules and regulations within the properties and facilities owned and operated by the District.

NOW THEREFORE, BE IT RESOLVED by the Board of Park Commissioners of Key Pen Parks adopts the attached Park Policy Guidelines (Attachment "A") and authorizes the Executive Director (or designee) to create and maintain policies and procedures to operate the Park System in accordance with these guidelines.

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 10th day of May 2021.

Attest:

Key Pen Parks
Board of Park 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"

Definitions

The terms used in Resolution 2021-04, unless clearly contrary to or inconsistent with the context in which used, shall be:

- "Aircraft" means any contrivance now known, or hereafter invented, used or designed for navigation of or flight in the air.+
- "Animal" means any nonhuman mammal, bird, reptile, or amphibian.
- "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.
- "District" means the Key Peninsula Metropolitan Park District (Key Pen Parks)
- "Director" means the Executive Director of Key Pen Parks or designee.
- "Facilities" means any equipment, building, structure, roadway, trail, path, or area operated by Key Pen Parks.
- "Fee" means the currently adopted fee schedule for use of or by Key Pen Parks
- "Park" means and includes all parks, meridians, trails, linear corridors, parkways, boulevards, beaches, playfields, and recreation areas and facilities comprising the parks and recreation system of Key Pen Parks and under the management and control of the District.
- "Permit" means any and all permits, licenses, or approvals required by federal or state law, or required by Key Pen Parks.
- "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.
- "Sheriff" means and includes the Pierce County Sheriff and deputies and all members of the law enforcement agencies within Pierce County.
- "Trail" means:
 - Any way identified as a "trail" or "path" at paved or graded prepared entrance points; or
 - Any way that is not marked parking area or highway as defined in Title 46 RCW; or
 - 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.
- "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, 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.

Permits Required for Certain Activities

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

- Use a public address system or other sound amplifying device;

- 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;
- Sell refreshments or merchandise or engage in any business or occupation;
- Use any park facility for the purpose of having any watercraft for hire;
- 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;
- Hold any organized runs, walks, races, trials, or competitions;
- Hold any shows, festivals, fund raisers, carnivals, parades, or similar activities;
- Fly aircraft, model rockets, hot air balloons, other than in designated areas;
- Parachute;
- Hang glide;
- Para-sail;
- Moor watercraft, other than in designated areas;
- Engage in paint balling or survival games;
- Participate in archery, other than in designated areas; or
- Engage in disaster drills; or
- Operate a motorized foot scooter, or any other motorized vehicle other than in designated areas except for approved maintenance purposes and emergency vehicles.

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.

Permit Administration and General Requirements.

- Any person who has obtained a permit from the Director or designee must produce and exhibit such permit upon request.
- No person under the age of 21 may sign for a reservation or obtain a permit.
- The Director or designee reserves the right to cancel a permittee's activity.
- 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.
- At all assemblies of minors under 18 years of age, responsible adults must be present throughout the entire function.
- A person using facilities by reservation or agreement may be required to protect and save Key Pen 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. Key Pen Parks assumes no liability or responsibility due to accidents or injury through authorized or unauthorized use of District facilities.

Prohibited Activities.

It is unlawful for any person to:

- 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;
- 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;
- 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;
- Drain or dump refuse or waste from any trailer, camper or vehicle;
- 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;
- Clean or wash any vehicle in any park ;
- 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;
- 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;
- Annoy, bother, molest, insult or offer an affront to any other person within a park;
- 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;
- 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 Key Pen Parks system by persons who have obtained all requisite permits including, but not limited to, the Washington State Liquor Control Board Banquet permit and with the written permission of the Executive Director or designee;
- Smoke, including tobacco, vape fluid, marijuana or any similar substance in any park.
- Interfere with any park personnel in the exercise of his or her official duties;
- Have open fires or portable units using flammable material, except in designated park areas, barbeques or grills, or unless approved by the Director or designee;
- 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;

- Make any public disturbance noise, or public nuisance noise unless such noise is necessary to a permitted activity or function;

Animals

- Animals are permitted in any Key Pen Parks park if the animals are kept on a leash no longer than eight feet, or confined, and under control at all times.
- 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.
- 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.
- Horse feces must be removed from parking lots and trail head areas. It is not necessary for horse riders to carry a manure and bedding fork or similar item while riding on trails, however manure should be removed from trails when practical. Manure should be near the edge of the trail or just off the edge of the trail.
- Animals are not permitted on any designated swimming beach in any park, on the Splash Pad area, or in any sports field area, or in any public building unless authorized by the Director or designee; provided, that this policy shall not apply to guide or Service dogs.
- 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 Pierce County Code 6.03.070.
- 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.
- Horses shall be permitted in any park where suitable trails exist for riding. Horses shall not be permitted on any designated swimming area, campground, picnic area, or sports field. This regulation may be waived by the Director or designee for special events conducted by organized groups.
- 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.
- 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.
- Owners of dogs, horses 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.
- 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 Key Pen 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.
- 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.

Camping Areas

- No person shall camp in any park except with written permission of the Director or designee.
- 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.
- 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.

Parking

- 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 may be cited and/or towed away at the owner's or operator's expense.

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.
- It is unlawful to enter or leave a park by other than established entrances and exits.
- The washing and servicing of vehicles within a park is prohibited, including oil changes, other than emergency repairs.
- It is unlawful to engage in, conduct, or hold any trials or competitions for speed, endurance, or hill climbing involving any vehicle.
- 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 Key Pen Parks.

Aircraft

- All persons flying model aircraft shall abide by the official American Model Academy (AMA) safety code.
- All persons flying drones shall abide by Federal Aviation Administration (FAA) regulations.
- No person shall fly or land hot air balloons in any Key Pen Parks' park unless authorized to do so by the Director or designee.

Park Hours

- All parks are open from 7:00 AM Pacific Time to legal sunset.
- 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 Key Pen Parks' park after posted park hours.
- In other areas, no person shall be present nor shall vehicles be allowed to remain parked in park facilities after legal sunset without written permission from the Director or designee.

Any person failing to comply with any provision of these regulations, any applicable Pierce County Code or the Revised Code of Washington while in a Key Pen Parks' park, shall be subject to immediate ejection from the Key Pen Parks' park area. The Director or designee and the Pierce County Sheriff's Department are authorized and directed to enforce the provisions of this resolution.



Meeting: May 10, 2021

Item # 13a

To: Board of Park Commissioners

From: Tracey Perkosky, Executive Director

Date: May 10, 2021

Subject: Approval of Field Use Agreement with Little League

Background

In 2021, the Key Peninsula Little League has resumed its rental of the ballfields in Volunteer Park after a Covid-19 related pause in 2020. The contract covers field use per the adopted fee schedule, light fees, and advertising sign costs. This year due to State guidance on youth sports and events, Key Peninsula Little League also provided portable toilets for team and spectator use.

Little League is responsible for following all current state-issued Covid guidelines.

Recommended Action: Approve Field Use Agreement

Attachment 1: Key Peninsula Metropolitan Park District & Key Peninsula Little League Field Use Agreement

**KEY PENINSULA METROPOLITAN PARK DISTRICT
&
KEY PENINSULA LITTLE LEAGUE
Field Use Agreement**

THIS AGREEMENT entered this 13th day of January 2021, by and between the Key Peninsula Metropolitan Park District, a Washington municipal corporation formed pursuant to Chapter 35.61 of RCW (hereinafter Key Pen Parks), and the Key Peninsula Little League, (hereinafter “the Organization”).

WHEREAS Key Pen Parks is a municipal corporation organized under the laws of the State of Washington; and

WHEREAS Key Pen Parks is the owner and administrator of the public park facilities known as Volunteer Park, located on the Key Peninsula, within the County of Pierce, in the State of Washington; and

WHEREAS Key Pen Parks agrees to provide the Organization the use of the four (4) multiuse baseball fields (hereinafter “the Fields”), which includes the adjacent foul line and spectator areas.

NOW, THEREFORE, the parties to this Agreement agree as follows:

1. Field Use Schedule. Key Pen Parks grants to the Organization the following use of the Fields, for scheduled games and practices, for the calendar period beginning March 8, 2021 and ending June 30, 2021, weather permitting. Key Pen Parks retains the right to have joint use for park programs or events with proper notice provided.

FIELDS NOT AVAILABLE DURING THE FOLLOWING:

2. Field Use Charge. The Organization, for conducting a youth baseball and fast pitch softball program, including organized games between teams to be chosen by the Organization at the Organization’s sole discretion, agrees to pay Key Pen Parks for use of the Fields as follows:

- \$3,828 (Three thousand eight hundred twenty-eight dollars) This is for scheduled games and practices fees March 8, 2021 to June 30, 2021.

3. Key Pen Parks Responsibilities. Key Pen Parks shall provide the following services to the Fields in consideration for the fee:

- (a) Properly groom, prepare, and maintain the Fields (see Appendix A.) The Organization will apply the required field marking chalk to the infield foul lines, batter’s box, pitcher’s mound, and coach’s boxes.
- (b) Program field lighting for scheduled evening league games and practices on Fields 1, 2, & 3. The Organization shall be responsible for paying usage and demand charges, and a 10% maintenance surcharge of field lighting for any games and practices on Fields 1, 2, & 3 commencing March 8 2021 to June 30, 2021 (excluding meter pole reading costs and any joint usage by the Key Pen Park’s programs or other users which pro-rated usage will be deducted from the base fee for field lighting).

4. Organization Responsibilities. The Organization, their appointed or elected officers, employees, representatives, agents, volunteers, coaches, managers, or umpires, shall be required to properly secure all secured park areas or buildings to which they have access and return all park property and equipment to the designated storage area. The Organization shall be wholly responsible for any loss, theft, or damage to any equipment and property, of or entrusted to the Key Pen Parks, resulting from negligence or failure to properly secure all property, equipment, and secured park areas or buildings to which the Organization, its appointed or elected officers, employees, representatives, agents, volunteers, coaches, managers, or umpires, has access or use thereof. The Organization shall not make nor distribute unauthorized duplicates of any keys owned or provided by the Key Pen Parks.

5. Field Closure Procedure. Key Pen Parks has the right to cancel any game(s), event(s), or other organized sanctioned activities, without prior notice, to protect and preserve the welfare of any park facilities, Key Pen Parks staff, patrons, and/or the public, including - but not limited to - cancellations due to inclement or other (potentially) hazardous weather. If Key Pen Parks cancels any game, event, or other Organized sanctioned activity, Key Pen Parks will place a "Field Closed" sign on the field.

6. Violation of Field Closure. If an Organization's team enters any of the Fields in violation of a "Field Closed" sign that team will be reported to the Organization's Executive Board.

(a) Penalties.

- (i) First Occurrence: one game field suspension with no between game practices allowed.
- (ii) Second Occurrence: The Organization will be assessed a \$150.00 penalty.

7. Field Damage Deposit. The Organization shall pay Key Pen Parks a field maintenance damage deposit of \$500.00 to be used to repair damage due to inadequate maintenance or damage of the fields by the Organization between games and practices. Key Pen Parks shall notify the Organization of any damage caused by the Organization. The Organization shall have the opportunity to inspect said damage with Key Pen Parks in a timely manner. If the Organization can repair the damage immediately, the Organization will be allowed to fix, or correct problem and no fees will be incurred. If the Organization cannot repair damage, the Organization will be billed at the rate of \$35.00 per man hour for repairs plus materials. In the event the deposit decreases to \$200.00, the Organization will be required to return field maintenance deposit to original amount of \$500.00. Key Pen Parks agrees to provide a field maintenance training class to the Organization and their authorized personnel upon commencement of this contract. Any funds remaining in the field maintenance deposit at the end of this contract will be refunded to the Organization.

8. Damage to Park Property. The Organization shall repair or replace immediately, at the Organization's expense, all damage other than normal wear and tear at the discretion of the Key Pen Park's Executive Director or Key Pen Parks staff incurred to the park property including but not limited to fields, parking areas, and related facilities caused by the Organization or its representatives, including players, coaches, and spectators, throughout the terms specified in Section 1 of this Agreement.

9. Field Maintenance. The Organization shall maintain the Fields and appurtenances thereto in a neat, clean, and respectable condition throughout the terms of this Agreement. Immediately following the end of all games and practices, the Organization, or its representatives, including players and coaches, shall be required to remove all garbage and debris left on or about the Fields and adjoining areas, which may have been left by the Organization players, coaches, or spectators.

10. Sponsor Signs. The Organization shall pay Key Pen Parks \$25.00 per year per sign for 4 ft X 4ft sponsor signs and \$50.00 per year per sign for 4ft X 8ft sponsor signs placed on outfield fences of Fields

1,2, and 3. The Organization agrees to maintain and hang signs in a manner that will not damage the outfield fences. Key Pen Parks has the right to require the Organization to move and re-hang signs.

11. List of Games and Practices. The Organization shall provide Key Pen Parks with a of list games and practices for fields 1,2, and 3. This will allow Key Pen Parks to program/schedule field lighting for desired times.

12. Field Satisfaction. The Organization has examined the Fields and is satisfied with the condition thereof, and relying solely upon such examination, accepts the premises in their present condition, except as may be expressly agreed upon by and between the parties herein. The base pegs and pitcher's mounds shall be located by Key Pen Parks to meet Little League Baseball requirements.

13. Insurance. The Organization shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the use of the park property.

No Limitation. The Organization's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the User to the coverage provided by such insurance, or otherwise limit Key Pen Parks' recourse to any remedy available at law or in equity.

The Organization shall provide a certificate of insurance evidencing:

General Liability insurance covering premises, products-completed operations, and contractual liability. Key Pen Parks shall be named as an additional insured on the Organization's General Liability insurance policy. The General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate. General Liability insurance shall include coverage for participant liability with limits of not less than \$2,000,000 per occurrence.

The insurance policy shall contain or be endorsed to contain that the Organization's insurance coverage shall be primary insurance as respect to Key Pen Parks. Any insurance, self-insurance, or insurance pool coverage maintained by Key Pen Parks shall be excess of the Organization's insurance and shall not contribute with it.

The Organization shall provide a certificate of insurance evidencing the required insurance before using the park property.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A.

14. Indemnification / Hold Harmless: The Organization shall defend, indemnify, and hold harmless Key Pen Parks, its officers, officials, employees, and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of park property or from any activity, work, or thing done, permitted, or suffered by the Organization in or about the park property, except only such injury or damage as shall have been occasioned by the sole negligence of Key Pen Parks.

15. Rules and Regulations. The Organization, its players, coaches, umpires, agents, representatives, and guests shall adhere to all rules and regulations of Key Pen Parks at Volunteer Park, whether explicit or implied.

16. Gender Equity. Key Pen Parks is committed to expand and support equal gender participation in community athletics/sports programs and provide all community athletics/sports programs equal access to Key Pen Parks facilities.

17. Special Covid-19 Safety Plan. The Organization, Players, Coaches, and Volunteers shall adhere to the Washington State Safe Start Outdoor Recreation Guidelines. The Organization must submit their safety plan which outlines their processes and protocols to meet the WA State Safe Start Outdoor Recreation Guidelines and the items described below by February 2, 2021.

The following policies will be in place to provide a safe event for staff and participants and shall be strictly enforced by the Promoter:

- Facial coverings required for all coaches, volunteers, and athletes at all times.
- Readily available information regarding Covid-19 safety. (Ex. Signs stating mask wearing is required, 6-foot minimum distance required at all times.)
- Covid-19 protocol disclaimer; all programs include a disclaimer in the description as well as informative emails will include these plans.
- Maintain a 6-foot distance between all coaches, volunteers, and athletes unless passing a player, or medical attention is needed.
- Outdoor team practices, training and intra-team competitions allowed for low and moderate risk sports.
- For outdoor competitions, For facilities or complexes with more than one field or area of play a maximum of 75 people allowed per field or area of play, including spectators. All spectators of different households are to remain physically distant, 6 feet or more, as much as possible.
- Coaches and volunteers to enforce mask wearing and social distancing in all areas during practices and games.
- No gatherings: coaches, volunteers, players are to show up, practice, and leave.
- Ability to conduct contract tracing if necessary. All coaches, player, and volunteer information will be retained for the purpose of facilitating communications after the event.
- Will closely monitor all changes issued to the Office of the Governor, the Department of Labor & Industries, and the Department of Health. An amendment to this section may be needed as the Covid-19 pandemic changes through April 2021. Guidelines may be re-evaluated prior to the March practice start date and again in mid-March based on the status of the pandemic.

This Agreement contains the entire agreement in writing, signed and executed by the parties thereto.

IN WITNESS WHEREOF, Key Pen Parks and the Organization have signed and executed this Agreement on the day and year above written.

Key Pen Parks Board of Park Commissioners

Key Peninsula Little League

(1) _____

(2) _____

(3) _____

(4) _____

(5) _____

(1) *Jace* _____

(2) *Mariah Miller* _____

(3) *Seah Howell* _____

(4) *Eric* _____

(5) _____

Appendix A

Key Pen Parks Responsibilities

- Schedule Field lights to come on at appropriate times.
- Mow Grass to a height of 2" - 3"
- Drag Fields with either spike drag, mat drag, and/or cocoa mat 2-3 times a week (weather permitting)
- Remove Trash from Trash cans
- Clean restrooms on a regular basis (i.e. Monday/Wednesday/Friday) or more frequently as needed

- Paint foul lines
- Install mound(s) per Little League rules on agreed upon Fields.
- Install outfield Fence per Little League rules on Fields 2 @ 225 feet and 3 @ 200 feet.
- Install base plugs for Field #4
- Provide a code to access Park Annex building if requested.

Key Peninsula Little League Responsibilities

- Chalk Fields on dirt areas only
- Rake areas around 1st, 2nd, 3rd base, pitcher's mound, and home plate to grade and fill in holes after conclusion of game(s) or practices.
- Rake out chalk lines after each game.
- Pick up trash around bleacher area and dugouts.
- Observe any field closed signs.
- Communicate any schedule changes.
- Remove and reinstall bases when dragging fields on Saturdays or Sundays.

Key Peninsula Little League is not permitted to:

- Add any material on fields to make it playable unless authorized by Key Pen Parks Staff
- Chalk areas not used for game preparation (grass/asphalt)



Meeting: May 10, 2021

Item # 13b

To: Board of Park Commissioners

From: Tracey Perkosky, Executive Director

Date: May 10, 2021

Subject: Authorize the Executive Director to execute the Interlocal Agreement for Appropriation of Second REET Parks Funds to Key Peninsula Metropolitan Park District

Background

Pierce County collects Real Estate Excise Tax (REET) on each sale of real property within the unincorporated area of a county. This ability is granted to counties through RCW 82.46.010. In Ordinance 2001-99s, Pierce County imposed an additional excise tax (Second REET) and specified that these funds may only be used for financing capital projects specified in the Capital facilities Element of the Pierce County Comprehensive Plan. In 2019, Pierce County adopted Ordinance No. 2019-86s which provided a \$400,000 appropriation of Second REET to PenMet Parks and Key Pen Parks over several years. Funds are distributed with a \$50,000 allocation to each jurisdiction and the remaining balance on a per capita basis.

In order to receive these funds, an annual agreement is required as well as an invoice detailing the funds spent. The allocation in 2021 to Key Pen Parks is \$80,000. The funds will be expended on a previously unfunded portion of the splash pad in Gateway Park.

Recommended Action: Authorize the Executive Director to execute the Interlocal Agreement for Appropriation of Second REET Parks Funds to Key Peninsula Metropolitan Park District

Attachment 1: Interlocal Agreement for Appropriation of Second REET Parks Funds to Key Peninsula Metropolitan Park District

Attachment 2: List of Previously submitted Capital Projects

**INTERLOCAL AGREEMENT FOR APPROPRIATION OF SECOND REET PARKS
FUNDS TO KEY PENINSULA METROPOLITAN PARK DISTRICT**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and among the Key Peninsula Metropolitan Park District ("Key Pen Parks") and Pierce County.

RECITALS

- A. RCW 82.46.010 grants the legislative body of any county or city the authority to impose an excise tax on each sale of real property in the unincorporated area of the county at a rate not exceeding one-quarter of one percent of the selling price. After April 30, 1992, revenues generated from this tax are to be used solely for financing capital projects specified in the capital facilities plan element of the County Comprehensive Plan.
- B. Pierce County Code, Chapter 4.24, County Excise Tax on Real Estate Sales, sets forth the imposition of a tax on each sale of real property situated in the unincorporated area of the County equal to one-quarter of one percent of the selling price, effective January 1, 1986.
- C. Ordinance 2001-99s and Pierce County Code, Chapter 4.24.015, Imposition of Additional Tax, imposed an additional excise tax ("Second REET") on each sale of real property in the unincorporated area of Pierce County at a rate of one quarter of one percent of the selling price, effective January 1, 2002, and specified that revenue generated from this tax is to be used solely for financing capital projects specified in Title 19E PCC, the Capital Facilities Element of the Pierce County Comprehensive Plan. PCC 4.24.015 defined "Capital Project" to mean those public works projects of a local government for planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, bridges, domestic water systems, storm and sanitary sewer systems, and planning, construction, reconstruction, repair, rehabilitation, or improvement of parks.
- D. Pierce County Ordinance No. 2019-86s, an Ordinance of the Pierce County Council Adopting the Biennial Budget of Pierce County for Fiscal Year 2020 and 2021 was adopted by the Pierce County Council on November 18, 2019. This ordinance included a proviso regarding the Second REET Parks fund, "Provided \$400,000 of this appropriation shall be allocated to the Peninsula Metropolitan Park and Key Peninsula Metropolitan Park Districts. On an annual basis, \$200,000 will be distributed as follows: Each district is to receive \$50,000 with the remaining balance to be distributed on a per capita basis. Provided further, the funds allocated to the Peninsula Metropolitan Park and Key Peninsula Metropolitan Park Districts shall be utilized solely for capital purposes consistent with state law, shall be contingent upon an interlocal agreement being executed between Pierce County and each district, and that the incorporation of each district's proposed capital project use for said funds into the Pierce County Capital Facilities Plan."
- E. This Agreement is entered into pursuant to RCW 39.34 (Interlocal Cooperation Act). The Parties represent that under state law, including but not limited to RCW 36.89.030 and

RCW 67.20.010, they each have authority to perform the services, activities, and undertakings contemplated herein.

NOW, THEREFORE, pursuant to the above Recitals which are incorporated herein as if fully set forth below and in consideration of the terms, conditions, and performances contained herein,

The Parties mutually agree as follows:

TERMS AND CONDITIONS

1. **PURPOSE.** The Purpose of this Agreement is to distribute \$200,000 of Second REET Parks Fund to Peninsula Metropolitan Park District and Key Pen Parks out of the 2021 Pierce County Budget.
2. In accordance with Ordinance 2019-86s, \$200,000 of this appropriation shall be allocated to the Peninsula Metropolitan Park and Key Peninsula Metropolitan Park Districts based upon the following formula: Each district is to receive \$50,000 with the remaining amount to be divided on a per capita basis. Provided, the funds allocated to the Peninsula Metropolitan Park and Key Peninsula Metropolitan Park Districts shall be utilized solely for capital purposes consistent with state law, shall be contingent upon an interlocal agreement being executed between Pierce County.
3. According to the calculation described in 2 above, Key Pen Parks shall receive \$80,000 $((\$50,000 + (\$100,000 \times .30))$ in 2020.
4. Key Pen Parks will provide Pierce County with a list of the proposed project(s) for the next six (6) years including the total cost (comprised of land acquisition cost, design engineering cost and construction cost), funding sources, and a description of each proposed project(s) using Second REET Parks revenue no later than the 4th Monday of June each year. The County shall include the projects in the County's Capital Facilities Element of the County Comprehensive Plan.
5. No later than January 31, 2022, Key Pen Parks shall submit a report to Pierce County certifying completion of projects and including all project expenditures funded by Second REET Park funds.
6. Funding will be on a reimbursement basis, after receipt of an invoice that shows what eligible project costs the funds will be applied to.
7. **TERM.** The term of this Agreement shall be nine months, commencing on April 1, 2021, and terminating midnight on December 31, 2021, unless sooner terminated as provided in Section 12.
- 8.. **INDEMNIFICATION**
 - 8.1 To the extent authorized by law, the Parties shall protect, defend, indemnify, and hold harmless each other and their employees, authorized agents, and/or contractors, while acting within the scope of their employment as such, from any

and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, each Party's obligations to be performed pursuant to the provisions of this Agreement. The Parties shall not be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of the parties or their employees, authorized agents, or contractors or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of each Party, its employees, authorized agents, and/or contractors.

8.2 The Parties agree that their obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its officers while performing under the terms of this Agreement. For this purpose, the Parties, by mutual negotiation, hereby waive any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW

9. TERMINATION. This Agreement is subject to termination based upon the following:

9.1 Necessity. In the event that the County determines that termination of this Agreement is necessary due to lack of funding or any other reason, in its sole discretion, justifies termination, the County shall give the other Party thirty (30) calendar days' notice of termination of this Agreement. Upon Pierce County's termination of the Agreement, all Parties shall be released from any future funding or other obligations related to this Agreement.

9.2 Default. By reason of a breach of this Agreement by a Party, the other Party may terminate this Agreement; provided that, written notice specifying the breach and thirty (30) calendar days to cure the breach is given, and thereafter, in the absence of a substantial cure, the dispute resolution procedures set forth in Section 8 below is followed. The notice and dispute resolution requirements do not apply where protection of the public's health, welfare, or safety requires immediate termination.

9.3 Lack of Appropriation. Any Party's obligation under this Agreement that may extend beyond the current appropriation year is expressly conditioned upon that Party's legislative appropriation of sufficient funds to support the activities described in this Agreement. If the Party's legislative body does not appropriate sufficient funds for those purposes, then that Party's participation under this Agreement shall automatically terminate midnight at the end of the current appropriation year.

9.4 Public Convenience. Any Party may withdraw from the Agreement for public convenience upon thirty (30) calendar days' written notice to the other Party; provided that, to the extent each Party has obligated itself to provide funding, that

funding obligation shall survive the Party's withdrawal from the Agreement and the obligated funding shall continue to be provided by the Party until the end of the Party's current appropriation year, after which the Party shall have no further funding obligation.

10. DISPUTE RESOLUTION. If a Party claims that another Party has breached any term of this Agreement, the following procedures shall be followed if, and when, informal communications such as telephone conversations fail to satisfy the claiming Party:

- 10.1 The claiming Party's representative shall provide a written notice to the other Party's representative of the alleged breach. The notice shall identify the act or omission at issue and the specific term(s) of the Agreement which the complaining Party alleges was violated.
- 10.2 The responding Party's representative shall respond to the notice in writing within seven (7) business days. The response shall state that Party's position as well as what, if any, corrective action the responding Party agrees to take.
- 10.3 The claiming Party shall reply in writing, indicating either satisfaction or dissatisfaction with the response. If satisfied, then the responding Party shall take any corrective action within fourteen (14) business days after receipt of the claiming Party's reply. If dissatisfied, the claiming Party shall call an in-person meeting. The meeting shall occur within a reasonable period of time and shall be attended by the designated representatives of each Party, and such others as they individually invite. If the claiming Party remains dissatisfied with the results of the meeting, it may sue to enforce the terms of this Agreement or it may withdraw from this Agreement. The Parties also may agree to an alternate dispute resolution process.

11. INSURANCE.

- 11.1 Notwithstanding any other provision within this Agreement, Key Pen Parks shall each procure and maintain for the duration of the Agreement:
 - a) Commercial General Liability Insurance. Against claims for injuries to persons or damages to property that may arise from or in connection with activities performed under this Agreement.

The insurance limits shall be no less than one million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

- b) Automobile Liability Insurance. The limit of liability shall be no less than one million dollars (\$ 1,000,000) per occurrence.

c) Workers Compensation/Stop Gap. Statutory Worker's Compensation coverage and Stop Gap Liability for a limit no less than one million dollars (\$1,000,000).

11.2 The insurance policies required in this Agreement are to contain or be endorsed to contain the following provisions with respect to all Liability Policies except Professional Liability and Worker's Compensation:

Pierce County, Key Peninsula Metropolitan Park District, their officers, officials, employees, agents, and consultants are to be covered as additional insureds as respects liability arising out of activities performed under this Agreement. Such insurance shall be Primary.

12. NOTICE. Any written notice, which is required or permitted regarding this Agreement, shall be given by U.S. first-class mail or by personal delivery to the Party which is the intended recipient of the notice at its address as follows:

If to Key Peninsula Metropolitan Parks District:

Key Peninsula Metropolitan Parks District
Executive Director
PO Box 70
Lakebay, WA 98349

If to Pierce County Parks and Recreation Department:

Pierce County Parks and Recreation Department
Parks Director
9850 – 64th St. W.
University Place, WA 98467

13. ENTIRE AGREEMENT. This Agreement contains the Parties' entire understanding with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein.

14. AMENDMENTS IN WRITING. Any amendment or modification of this Agreement must be in writing and executed by the Parties agreeing thereto.

15. NO CONTINUING WAIVER OF DEFAULT. The waiver of any default under any provision of this Agreement must be in writing to be valid and shall not constitute a waiver of any other default, whether of the same or of any other provision.

16. APPLICABLE LAW. This Agreement and the rights of the parties herein shall be governed by the laws of the state of Washington. Venue shall be in any of the three superior courts authorized by RCW 36.01.050 for actions against Pierce County.

17. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original.
18. HEADINGS NOT PART OF TERMS OR CONDITIONS. The headings of the various sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to expand, limit, or otherwise affect them.
19. ASSIGNABILITY; TERMS AND CONDITIONS BINDING ON SUCCESSORS AND ASSIGNS. Any or all of the rights and obligations of a Party to this Agreement may be assigned and delegated to other persons, firms, or corporations only with the express written consent of the other Parties. This Agreement shall be binding on such approved assignees and delegates.
20. NO AGENCY, PARTNERSHIP, OR EMPLOYMENT RELATIONSHIP CREATED. Nothing herein shall be construed as creating an agency, partnership, or employment relationship between or among the Parties or any of their employees, representatives, or agents.
21. NO THIRD PARTY BENEFICIARIES. Nothing in this Agreement shall create or be construed to create any rights, duties, obligations, or cause of action in any person not a Party to it.
22. NO RESTRICTION ON POLICE POWERS. Nothing in this Agreement shall diminish any of the Parties' governmental or police powers.
23. SEVERABILITY. If any provision of this Agreement is deemed unlawful or unenforceable, such provisions shall be fully severable, and the remainder of this Agreement shall be in full force and effect with the automatic addition of a provision as similar in its terms to such illegal or unenforceable provision as may be possible to make such provision legal and enforceable.
24. RECORDING. Pierce County shall record this Agreement following approval by all of the Parties' legislative bodies and execution by all the Parties.
25. BUSINESS DAYS: Business days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050.

Pierce County
Contract Signature Page
Key Peninsula Interlocal REET 2021

Contract # SC-108186

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of _____, 20__.

PIERCE COUNTY:
Approved as to form only:

**KEY PENINSULA METROPOLITAN
PARKS DISTRICT:**

By _____
Deputy Prosecuting Attorney Date

Executive Director Date

By _____
Budget & Finance Date

Approved as to form only:

Approved:

Key Peninsula Metropolitan Date
Parks Attorney

By _____
Director Date

By _____
Pierce County Executive Date
(\$250,000 or more)

Project	Description	Total cost	Funding Sources	A & E & Permit Costs	Construction Cost				
Gateway Park Phase 3 Splash Pad	Construct 2600 sq. ft Splash pad, amphitheater, pavilion # 2	\$1,262,500.00	RCO \$497,500, KP Parks Capital Budget, \$500,000, 2nd REET \$200,000, Private Donations \$65,000	\$175,000	\$1,087,500				
Gateway Park Phase 4	Synthetic turf field, field lights, parking, maintenance building Horse Riding Area (uncovered),	\$3,000,000	RCO Local Parks \$500,000, RCO YAF \$250,000, 2nd REET \$200,000, KP Parks Capital \$1,900,000, Private \$150,000	\$250,000	\$2,750,000				
Gateway Park Phase 5	Park Administration Building	\$8,000,000	KP Parks Capital \$500,000, 2nd REET \$300,000 KP Bonds \$7,200,000	\$1,000,000	\$7,000,000				
Home Park	Playground	\$100,000	KP Parks Capital \$75,000, 2nd REET \$25,000	\$10,000	\$90,000				