



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

Board Meeting

(Meetings may be videotaped or recorded)

AGENDA
August 9, 2021

7:00 PM -- Study Session
7:30 PM – Regular Meeting

We encourage the public to participate in the meeting via the Zoom platform:

<https://us06web.zoom.us/j/86491245267?pwd=SFliTUJjSnNBWG1qVkMyVmtRUXIrZz09>

Meeting ID: 864 9124 5267 Passcode: 773775

Members of the Board of Park Commissioners

Ed Robison, President

Shawn Jensen, Vice President
Kip Clinton, Clerk

Mark Michel, Member-at-Large
Linda Parry, Member-at-Large

Study Session – 7:00 PM

1. Review of Capital Projects in Comprehensive Plan

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. July 12, 2021

8. Financial Report

- a. July 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. Discussion and direction on potential acquisition of Lind Family Trust Property

13. New Business

- a. Approval of Revised Partnership Agreement with Key Peninsula Historical Society
- b. Adoption of Resolution 2021-06 Authorizing Disposition of Surplus Property
- c. Direction on Joint Use Agreement for Transfer Station Property
- d. Direction on Possible Land Donation of the Key Peninsula Sportsman's Club Parcels
- e. Annual Evaluation of Executive Director

14. Other minor matters

- 15. Good of Order/Comments by Board Members**
- 16. Next Regular Meeting September 13, 2021**
- 17. Adjournment**



Regular Meeting: August 9, 2021

Item # STUDY SESSION

To: Board of Park Commissioners

From: Tracey Perkosky, Executive Director

Date: August 9, 2021

Subject: Study Session: Capital Projects

As staff begins budget preparation and the creation of a formal Capital Improvement Plan for Board adoption, this first study session will focus on a review of the capital projects proposed and adopted with the Comprehensive Park & Recreation Plan 2020-2025. Staff will be seeking input on these projects and their potentially revised priority.

Once these are discussed, we will have another study session to review other potential projects which are not on this list.

Attachment: Capital Improvement Plan for 2020-2025 from the Comprehensive Plan, page 73

Key Pen Parks
Capital Improvements Plan
2020-2025

Park Site	Project Description	Activity	Priority	Funding Type	2020	2021	2022	2023	2024	2025	2026+	Sum
360 Trails	Wayfinding system signage	D	1	Capital	\$ 18,000							\$ 18,000
Gateway Park	Master Plan Phase 3 - splash pad & amphitheater	D	1	Capital	\$ 1,000,000							\$ 1,000,000
	Master Plan Phase 4 - sports field	D	2	Capital			\$ 1,300,000					\$ 1,300,000
	Master Plan Phase 4 - equestrian area	D	3	Capital					\$ 200,000			\$ 200,000
	Master Plan Phase 5 - park admin bldg	D	3	Capital						\$ 750,000		\$ 750,000
Key Central Forest	Parking & trailhead improvements	D	1	Capital		\$ 400,000						\$ 400,000
	Restrooms	D	2	Capital			\$ 450,000					\$ 450,000
	Trail construction - equestrian improvements	D	2	Capital			\$ 40,000					\$ 40,000
Maple Hollow Park	Trail improvements & Amenities	D	2	Capital		\$ 60,000						\$ 60,000
Minter Creek (undeveloped)	Master Plan	P	3	Planning				\$ 40,000				\$ 40,000
Minter Creek	Master plan - phase 1 improvements	D	3	Capital							\$ 175,000	\$ 175,000
Rocky Creek Conservation Area	Add park ID sign, replace kiosk, add trail wayfinding system (if lease renewed)	D	2	Capital			\$ 20,000					\$ 20,000
Taylor Bay Park	Waterfront access improvements	D	2	Capital	\$ 35,000		\$ 100,000					\$ 135,000
	Phase 1 site improvements	D	1	Capital		\$ 150,000						\$ 150,000
Volunteer Park	Bleacher & gate replacements	R	1	Capital	\$ 80,000							\$ 80,000
	Parkour elements; Exercise stations	D	2	Capital		\$ 90,000						\$ 90,000
	Sports field sand-based turf upgrade & lighting	D	2	Capital				\$ 750,000	\$ 750,000			\$ 1,500,000
Parkland Acquisition	East-Central Peninsula area	A	2	Capital						\$ 750,000		\$ 750,000
Key Pen Parks' Trail System	Planning & Acquisition	P, A	1	Planning		\$ 25,000		\$ 25,000		\$ 25,000		\$ 75,000
	Trail segment construction	D	2	Capital			\$ 200,000		\$ 250,000		\$ 250,000	\$ 700,000
Minor Repairs & Renovations	Pavement repairs, sign replacements, etc.	R	1	Capital	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 70,000
ADA Compliance Upgrades	ADA-compliant benches, picnic tables, ramps, signs, access	R	1	Capital	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000			\$ 50,000
					\$ 1,153,000	\$ 745,000	\$ 2,130,000	\$ 835,000	\$ 1,220,000	\$ 1,535,000	\$ 435,000	\$ 8,053,000

Notes
This CFP identifies planning-level cost estimates and does not assume the value of volunteer or other non-MPD contributions.
Detailed costing may be necessary for projects noted.
This CFP is not an official budget and intended as a guiding document for staff in the preparation of budgets.

- Code

Activity
- A

Acquisition
- D

Development
- R

Renovation / Repair
- P

Planning / Design
- Code

Priority
- 1

High Priority
- 2
- 3



Meeting: August 9, 2021

Item # 7a

To: Board of Park Commissioners

From: Tracey Perkosky, Executive Director

Date: August 9, 2021

Subject: Approval of Minutes

Background

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

Recommended Action: Approve meeting minutes.

Attachment 1: Minutes from Regular Meeting on July 12, 2021 (forthcoming)

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, July 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 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, Mark Michel, Linda Parry and Kip Clinton. Staff present for Key Pen Parks: Executive Director Tracey Perkosky and Interim Parks & Facilities Manager Glenn Akramoff.

Citizens present via Zoom: Sami Jensen, Stephanie Andrews and Erik Pederson (Great Peninsula Conservancy).

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: Stephanie Andrews said she lives near Gateway Park and that the dog park is being impacted by runoff from the splash pad; it's making the large dog park swampy. She said it is also pooling in the large field and she would like Key Pen Parks to solve the problem.

4. Approval of Minutes: President Robison asked if there were any objections or corrections to the June 14, 2021, regular meeting minutes; hearing none, the meeting minutes were approved as submitted. He then asked if there were any objections or corrections to the June 24, 2021, special meeting minutes; hearing none, the special meeting minutes were approved as submitted.

5. Financial Report: The June 2021 Springbrook financial balance was \$3,998,996.03. The June 2021 Zoo/Trek deposit was \$17,163.07. Total Zoo/Trek collections to date were \$103,888.91. The June 2021 Real and Personal Property Tax deposit was \$12,945.00. 2021 Real and Personal Property Tax collections to date were \$808,592.19. BIAS Expenditures for June 2021 were \$91,997.72. President Robison asked for reports of the rental income for the Gateway Park pavilion and the Volunteer Park picnic shelter; Executive Director Perkosky said the rental income was trending higher than in the past and she would have Fiscal Specialist Armstrong retrieve the data for the Board. President Robison asked if there were any corrections or objections to the June 2021 financial report. Hearing none the financial report was adopted as submitted.

6. Executive Director's Report: Executive Director Perkosky reported that Key Pen Parks will be staging a new Fun Walk, Run and Ride event on Saturday June 17 and on July 31, Pierce Co. Trails Day, there will be a volunteer trail work party at 360 Trails. Cinema Under the Stars starts Friday August 6 and will happen every Friday in August, alternating between Gateway Park and Volunteer Park. The splash pad and Key Pen Parks' parks have been fully open for 12 days; Executive Director wanted to thank Maintenance Staff and Interim Parks & Facilities Manager Akramoff for the amazing job they did making this happen. She also welcomed Seasonal

Maintenance Allen Sollano to the team. She said she has begun the search for a new full time Parks & Facilities Manager. Splash pad hours have been extended to 11:00 am to 7:30 pm for the summer season. Executive Director Perkosky said staff has noted the dog park flooding issue and are exploring options to solve it. Commissioner Michel asked about the blocked trails at 360 Trails; Executive Perkosky stated they are currently closed temporarily because of a dangerous tree and a professional tree removal company has been contacted. Commissioner Michel also asked about splash pad water usage; Executive Director Perkosky said the hours will remain constant for the remainder of the season to establish baseline water usage data through the end of this initial season and water usage and costs will be tracked.

7. Board Committee and Advisory Council Reports:

- a) **Land and Improvement Committee (Commissioner Robison):** Commissioner Robison said he will meet with Executive Director Perkosky and Interim Parks & Facilities Manager Akramoff about the splash pad runoff/dog park problem.
- b) **Key Peninsula Parks and Recreation Foundation Report (Commissioner Michel):** Commissioner Michel said the Foundation is focusing on restructuring and still hopes to put on an October Fun Run as a fund raiser.
- c) **Trails Committee (Commissioner Michel):** Commissioner Michel said the trail substrate is very dry and trails need brushing back. He also plans to provide the Executive Director with a more accurate trail map for 360 Trails and Key Central Forest.
- d) **Events Committee (Commissioner Michel):** Commissioner Michel said he has no report other than the new July 17 Fun Run, Walk or Bike Ride event will happen on Saturday. He also said that he would not object if the Events Committee was dissolved.

8. President's Report: President Robison said he's looking forward to getting a new full time Parks & Facilities Manager and having a qualified person in that position.

9. Unfinished Business: No unfinished business.

10. New Business:

- a) **Authorize the Executive Director to Execute a Release from Right of First Refusal for the Lind Family Trust Property:** Executive Director Perkosky summarized the history of the Lind Family Trust property in relation to Key Pen Parks. (The Lind Family Trust property is 80 mostly forested acres with a homestead, some out buildings, a shallow pot-hole pond and a second filled lake/probable peat bog/fen at the end of 8th Avenue NW.in Home; it's a long block NW of Home Park.) The Great Peninsula Conservancy holds a perpetual Conservation Easement on the property. She said that a representative of the Lind Family Trust contacted Key Pen Parks in June and requested Key Pen Parks sign a Release-from-Right-of-First-Refusal for the land. The Right-of-First-Refusal was established in Nancy Lind's will; she was very involved with the creation of Home Park and expressed the desire that the Lind property become a park. Executive Director Perkosky reported that the Key Pen Parks Board had, in 2012 and 2014, expressed future interest in the property but had declined to purchase it at the time. She said the Trust representative had not provided Key Pen Parks with any documents regarding the Conservation Easement. She requested clarification from the Key Pen Parks Board about any action by Key Pen Parks regarding the Lind Family Trust property. Eric Pederson of Great Peninsula Conservancy (GPC) said they and Nancy Lind had crafted the

Conservation Easement and Encumbrances on the Lind Family Trust property. He confirmed Nancy Lind's desire that the property be conserved and used as a public park. He discussed his understanding of the Conservation Easement and Encumbrances and that it should allow for a number of park uses. He expressed a desire on the part of the Great Peninsula Conservancy to work with Key Pen Parks toward preservation of the site. He said he spoke with one of the heirs of the Lind Family Trust and that heir expressed an interest to work with the Park District. Consensus and direction from the Board was for the Executive Director to contact Erik Pederson and get GPC's information about the Lind property and talk to the Lind brothers (the heirs) and explore options for Key Pen Parks regarding the Lind property; the Board will revisit this topic later this year. Erik Pederson said he would provide Key Pen Parks with the Great Peninsula Conservancy documents.

- b) Mid-Year Report:** Executive Director Perkosky started the Mid-Year Financial Report stating she is two weeks shy of her first year in the position of Executive Director, Key Pen Parks and that she is very happy. In that year she has looked at the overall organization, safety and integrity of the agency and its employees. She reported on re-organization of staff positions, promotions and new hires. She specifically commended Events Coordinator Grandt for her efforts doing events in a pandemic year and interpreting COVID compliance for the agency, and Fiscal Specialist Armstrong for improvements regarding the new-invoice flow chart and payment process. She reported new staff safety training measures have been implemented and communication and morale have improved. She also reported substantial deferred facility and equipment maintenance had been discovered which will impact the 2021 Budget. Good news regarding the budget is that Zoo/Trek Excise Tax funds have been higher than anticipated, as have property tax collections; the bad news is unbudgeted triage repairs to the Gateway Park caretaker house, barn and storage buildings are estimated to cost \$60,000.00; deferred repairs to Key Pen Parks vehicles are estimated at \$20,000.00. Because of this, creation of a new website will be deferred, some cost savings were realized by a novel alternative to budgeted telephone system replacement, and other cost savings were realized because of a reduction in staff due to the COVID shutdown. Long term budget planning was discussed; Executive Director Perkosky has initiated long-term facility replacement budgeting. She discussed projected Maintenance and Operation budget components in relation to budgeted savings from expected income. She stated that Key Pen Parks will need to adopt a formal Capital Improvements Plan to guide repairs, replacements, facility planning and stewardship. She said the next three (3) months will focus on the 2022 Budget Process, vehicle repairs/replacement, necessary building repairs, and the Gateway Park Master Plan Update. Commissioner Robison asked if Executive Director Perkosky looked at requirements for additional staff going forward. Executive Director Perkosky replied that component will be addressed as the Park District moves forward.

11. Other minor matters: No minor matters.

12. Commissioners Comments/Good of the Order: Commissioner Parry extended a welcome to Interim Parks & Facilities Manager Akramoff and said she was happy he is on board and working for Key Pen Parks. Commissioner Robison said that he hoped Interim Parks & Facilities Manager Akramoff would be just that, interim, and not here much longer (meaning he

hopes Key Pen Parks can quickly hire a full time person for that position); Interim Parks & Facilities Manager Akramoff chuckled at the statement and concurred. Commissioner Clinton thanked Executive Director Perkosky for her proactivity regarding park issues and the budget; Commissioners Robison and Jensen concurred.

13. Meeting Adjourned: The public Zoom meeting of July 12, 2021, was adjourned at 8:49 PM. The next regular meeting will be held on Monday, August 9, 2021, at 7:30 PM and may be in person at the Volunteer Park Concession Building or via Zoom per Governor Inslee's "Stay Home, Stay Healthy" directive. The regular meeting may be preceded by a 7:00 PM study session. Key Pen Parks reserves the fourth Monday of each month for special topic meetings should any be needed. Should any regular meeting date fall on a public holiday, the substitute date is the Tuesday following the regular meeting date.

Respectfully submitted by Commissioner Kip Clinton, Board Clerk.

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



Meeting: August 9, 2021

Item # 8a

To: Board of Park Commissioners

From: Tracey Perkosky, Executive Director

Via: Laura Armstrong, Fiscal Specialist

Date: August 9, 2021

Subject: Approval of Finances

Background

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

July 2021 Financial Report

Total expenditures \$114,116.18

- | | | |
|------------------------------|--------------|----------------------|
| • Accounts Payable | \$29,999.24 | Check # 1800 to 1826 |
| • <u>Payroll/Benefits</u> | \$48,943.76 | EFT's |
| • <u>Pierce County Claim</u> | \$ 35,000.00 | EFT's |
| • <u>Petty Cash</u> | \$0 | Cash |
| • <u>Bank service fees</u> | \$173.18 | EFT's |

Total Revenue \$37,737.58

- | | |
|------------------------------|-------------|
| • Other Revenues | \$7,737.62 |
| • Zoo Trek | \$23,619.98 |
| • Property Tax | \$6,092.63 |
| • Investment | \$287.35 |
| • Leasehold Excise | \$ |
| • Timber Excise Tax | \$ |
| • Sale of Tax Title Property | \$0 |

2021 CASH FLOW - YEAR TO DATE

Key Peninsula Metro Parks District

Time: 14:10:19 Date: 08/05/2021

Page: 1

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	86,763.81	12,945.00	6,092.63	0.00	0.00	0.00	0.00	0.00	814,684.82	1,430,563.00	57%
313 17 00 000 Taxes, Zoo Trek Excise Tax	16,388.65	19,380.79	15,616.65	15,481.23	19,849.52	17,163.07	23,619.98	0.00	0.00	0.00	0.00	0.00	127,499.89	150,000.00	85%
317 20 00 000 Taxes, Leasehold Excise Ta	0.00	15.22	0.00	0.02	0.00	40.51	0.00	0.00	0.00	0.00	0.00	0.00	55.75	4,000.00	1%
317 40 00 000 Taxes, Forest Excise Tax	0.00	120.69	0.00	0.00	2,698.97	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,819.66	500.00	564%
310 Taxes	21,126.94	63,748.65	101,379.22	589,631.82	109,312.30	30,148.58	29,712.61	0.00	0.00	0.00	0.00	0.00	945,060.12	1,585,063.00	60%
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	920.00	0.00	0.00	0.00	0.00	0.00	920.00	2,000.00	46%
340 Park Fees	0.00	0.00	0.00	0.00	0.00	0.00	920.00	0.00	0.00	0.00	0.00	0.00	920.00	2,000.00	46%
361 11 00 000 Investment Interest	226.11	197.46	185.04	160.03	124.27	118.11	287.35	0.00	0.00	0.00	0.00	0.00	1,298.37	12,000.00	11%
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	755.00	4,380.00	1,937.40	300.00	0.00	0.00	0.00	0.00	10,956.99	3,500.00	313%
362 40 00 005 S&F Rentals, Home Park P	0.00	0.00	0.00	0.00	25.00	81.00	97.00	0.00	0.00	0.00	0.00	0.00	203.00	200.00	102%
362 40 00 006 S&F Rentals, Volunteer Pa	0.00	0.00	0.00	0.00	65.00	158.50	37.50	0.00	0.00	0.00	0.00	0.00	261.00	75.00	348%
362 50 00 001 S&F Rentals, Concessions	340.00	340.00	1,080.00	473.18	540.00	540.00	540.00	0.00	0.00	0.00	0.00	0.00	4,393.18	10,800.00	41%
362 50 00 002 S&F Rentals, Gateway Car	1,071.98	1,326.02	1,349.44	1,256.65	1,244.05	1,182.77	1,188.50	1,190.91	0.00	0.00	0.00	0.00	9,810.32	15,600.00	63%
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 League	0.00	0.00	0.00	0.00	0.00	3,828.00	0.00	0.00	0.00	0.00	0.00	0.00	3,828.00	2,000.00	191%
362 50 00 005 S&F Rental, Taylor Bay Car	312.86	312.86	312.86	625.72	0.00	312.86	312.86	0.00	0.00	0.00	0.00	0.00	2,190.02	5,800.00	38%
367 00 00 000 Contributions & Donation	0.00	0.00	0.00	0.00	250.00	0.00	2,650.00	0.00	0.00	0.00	0.00	0.00	2,900.00	10,000.00	29%
369 91 00 000 Other Revenue	0.00	206.78	551.00	142.50	7.50	356.07	54.36	0.00	0.00	0.00	0.00	0.00	1,318.21	2,000.00	66%
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	3,010.82	10,957.31	7,104.97	2,030.91	0.00	0.00	0.00	0.00	37,159.09	255,780.00	15%
FUND REVENUES:	130,880.78	66,131.77	105,332.56	711,394.54	112,323.12	41,105.89	37,737.58	2,030.91	0.00	0.00	0.00	0.00	1,206,937.15	1,842,843.00	65%
576 80 10 001 Commissioner Wages	128.01	384.03	768.06	0.00	512.04	512.04	768.06	0.00	0.00	0.00	0.00	0.00	3,072.24	7,500.00	41%
576 80 10 002 Administrative Wages	16,016.22	15,464.83	15,198.02	18,317.54	19,148.23	19,532.41	19,620.53	9,920.27	0.00	0.00	0.00	0.00	133,218.05	263,000.00	51%
576 80 10 003 Park Operations Wages	14,494.82	14,454.80	13,589.65	16,322.39	13,320.56	24,915.12	16,441.49	9,006.76	0.00	0.00	0.00	0.00	122,545.59	304,000.00	40%
576 80 20 001 Commissioner Personnel E	21.47	29.40	58.80	9.20	39.20	39.18	63.56	0.00	0.00	0.00	0.00	0.00	260.81	600.00	43%
576 80 20 002 Administrative Benefits	8,023.35	4,149.80	4,066.53	5,718.49	6,583.98	5,770.72	6,946.05	0.00	0.00	0.00	0.00	0.00	41,258.92	94,000.00	44%
576 80 20 003 Park Operations Benefits	9,185.21	5,664.64	6,579.81	9,302.33	5,803.93	6,583.39	7,706.10	0.00	0.00	0.00	0.00	0.00	50,825.41	161,000.00	32%
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	78.00	0.00	126.00	0.00	0.00	0.00	0.00	0.00	779.14	3,500.00	22%
576 80 31 001 Office Supplies	10.00	152.20	432.18	1,433.05	722.08	577.11	509.82	0.00	0.00	0.00	0.00	0.00	3,836.44	3,000.00	128%
576 80 31 002 Maintenance Supplies	36.67	2,150.64	1,754.74	997.74	2,246.55	6,225.93	2,860.76	0.00	0.00	0.00	0.00	0.00	16,273.03	39,000.00	42%
576 80 31 003 Equipment Maintenance S	0.00	0.00	0.00	397.43	311.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	708.90	7,500.00	9%
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	239.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	239.01	3,000.00	8%
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	629.15	944.32	831.95	0.00	0.00	0.00	0.00	0.00	5,687.91	10,500.00	54%
576 80 35 000 Small Tools & Equipment	0.00	199.00	737.53	2,090.98	1,392.90	0.00	937.15	0.00	0.00	0.00	0.00	0.00	5,357.56	4,500.00	119%
576 80 41 000 Professional Services, Marl	5,406.50	0.00	0.00	4.00	397.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,808.08	9,000.00	65%
576 80 41 001 Professional Services, Con	0.00	0.00	0.00	0.00	0.00	0.00	13,715.20	0.00	0.00	0.00	0.00	0.00	13,715.20	20,000.00	69%
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, Leqa	943.00	207.00	0.00	0.00	0.00	345.00	552.00	0.00	0.00	0.00	0.00	0.00	2,047.00	6,000.00	34%

2021 CASH FLOW - YEAR TO DATE

Key Peninsula Metro Parks District

Time: 14:10:19 Date: 08/05/2021

Page: 2

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	132.24	357.50	365.50	0.00	0.00	0.00	0.00	0.00	5,811.24	7,500.00	77%
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	13.68	0.00	0.00	0.00	0.00	0.00	0.00	0.00	36.68	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	364.00	364.00	357.52	0.00	0.00	0.00	0.00	0.00	2,329.91	3,700.00	63%
576 80 42 002 Communications, Telepho	249.70	519.61	550.50	1,013.55	575.23	530.71	540.65	0.00	0.00	0.00	0.00	0.00	3,979.95	3,500.00	114%
576 80 42 004 Communications, Postage	0.00	68.15	7.95	0.00	109.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	185.60	250.00	74%
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	66.64	602.00	96.72	0.00	0.00	0.00	0.00	0.00	801.36	15,000.00	5%
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, t	283.27	155.00	1,672.39	1,679.78	356.50	0.00	653.69	0.00	0.00	0.00	0.00	0.00	4,800.63	7,000.00	69%
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	970.71	559.18	1,544.34	0.00	0.00	0.00	0.00	0.00	5,836.08	21,500.00	27%
576 80 47 040 Utility Services, Home Park	0.00	52.45	52.78	50.32	52.61	51.87	52.45	0.00	0.00	0.00	0.00	0.00	312.48	600.00	52%
576 80 47 080 Utility Services, Taylor Bay	0.00	256.97	290.57	239.76	227.22	194.41	172.07	0.00	0.00	0.00	0.00	0.00	1,381.00	3,500.00	39%
576 80 47 090 Utility Services, Volunteer	184.59	862.86	900.24	1,894.74	2,310.00	1,804.62	1,434.23	0.00	0.00	0.00	0.00	0.00	9,391.28	17,000.00	55%
576 80 48 000 Repairs & Maintenance, G	0.00	2,863.37	0.00	1,380.04	930.23	9,035.54	2,114.86	0.00	0.00	0.00	0.00	0.00	16,324.04	20,500.00	80%
576 80 49 001 Licenses & Permits	130.00	0.00	0.00	1,890.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,025.00	4,500.00	45%
576 80 49 002 Dues & Subscriptions	500.00	60.00	995.00	241.06	944.09	746.27	16.17	0.00	0.00	0.00	0.00	0.00	3,502.59	4,700.00	75%
576 80 49 003 Banking Fees	65.00	80.00	80.00	80.00	81.58	104.62	173.18	0.00	0.00	0.00	0.00	0.00	664.38	1,250.00	53%
576 80 49 004 Other Expenses	0.00	0.00	0.00	0.00	0.00	88.00	0.00	0.00	0.00	0.00	0.00	0.00	88.00	4,000.00	2%
576 80 49 006 Training, Staff	0.00	330.00	0.00	0.00	280.00	0.00	79.00	0.00	0.00	0.00	0.00	0.00	689.00	3,500.00	20%
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	70.00	0.00	0.00	0.00	0.00	0.00	70.00	1,000.00	7%
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 (I	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	58,843.91	79,883.94	78,749.05	18,927.03	0.00	0.00	0.00	0.00	472,935.46	1,157,100.00	41%
589 00 00 999 Payroll Liability Account	-98.74	-113.05	-148.34	-160.28	87.04	38.78	367.13	-4,131.01	0.00	0.00	0.00	0.00	-4,158.47	0.00	0%
589 30 00 000 Other Non-Expenditures -	0.00	345.78	0.00	0.00	507.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	852.96	2,500.00	34%
580 Non-Expenditures	-98.74	232.73	-148.34	-160.28	594.22	38.78	367.13	-4,131.01	0.00	0.00	0.00	0.00	-3,305.51	2,500.00	132%
591 76 70 000 G.O. Bond Principal	0.00	0.00	0.00	0.00	0.00	0.00	35,000.00	0.00	0.00	0.00	0.00	0.00	35,000.00	35,000.00	100%
592 76 83 000 G.O. Bond Interest	0.00	0.00	0.00	0.00	0.00	12,075.00	0.00	0.00	0.00	0.00	0.00	0.00	12,075.00	21,525.00	56%
591	0.00	0.00	0.00	0.00	0.00	12,075.00	35,000.00	0.00	0.00	0.00	0.00	0.00	47,075.00	56,525.00	83%
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%

Key Peninsula Metro Parks District

2021 CASH FLOW - YEAR TO DATE

Time: 14:10:19

Date: 08/05/2021

Page: 3

Key Peninsula Metro Parks District

2021 CASH FLOW - YEAR TO DATE

Time: 14:10:19

Date: 08/05/2021

Page: 3

Key Peninsula Metro Parks District

2021 CASH FLOW - YEAR TO DATE

Time: 14:10:19

Date: 08/05/2021

Page: 3

Key Peninsula Metro Parks District

2021 CASH FLOW - YEAR TO DATE

Time: 14:10:19

Date: 08/05/2021

Page: 3

Key Peninsula Metro Parks District

2021 CASH FLOW - YEAR TO DATE

Time: 14:10:19

Date: 08/05/2021

Page: 3

[illegible]

Key Peninsula Metro Parks District

Time: 14:10:19 Date: 08/05/2021
Page: 4

2021 FUND TOTALS

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	112,323.12	41,105.89	37,737.58	2,030.91	0.00	0.00	0.00	0.00	1,206,937.15	1,842,843.00	65%
	130,880.78	66,131.77	105,332.56	711,394.54	112,323.12	41,105.89	37,737.58	2,030.91	0.00	0.00	0.00	0.00	1,206,937.15	1,842,843.00	65%
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	59,438.13	91,997.72	114,116.18	14,796.02	0.00	0.00	0.00	0.00	516,704.95	1,842,843.00	28%
	62,855.40	50,853.58	57,032.47	65,615.45	59,438.13	91,997.72	114,116.18	14,796.02	0.00	0.00	0.00	0.00	516,704.95	1,842,843.00	28%
FUND GAIN/LOSS:	68,025.38	15,278.19	48,300.09	645,779.09	52,884.99	-50,891.83	-76,378.60	-12,765.11	0.00	0.00	0.00	0.00	690,232.20		
FUND NET POSITION:	68,025.38	83,303.57	131,603.66	777,382.75	830,267.74	779,375.91	702,997.31	690,232.20	690,232.20	690,232.20	690,232.20	690,232.20			

[illegible][illegible][illegible]

TREASURERS REPORT

Fund Totals

Key Peninsula Metro Parks District

07/01/2021 To: 07/31/2021

Time: 13:57:28 Date: 08/04/2021

Page: 1

Fund	Previous Balance	Revenue	Expenditures	Ending Balance	Claims Clearing	Payroll Clearing	Outstanding Deposits	Adjusted Ending Balance
001 General Fund	3,998,996.03	37,737.58	114,116.18	3,922,617.43	14,688.42	0.00	0.00	3,937,305.85
	3,998,996.03	37,737.58	114,116.18	<u>3,922,617.43</u>	14,688.42	0.00	0.00	<u>3,937,305.85</u>

TREASURERS REPORT

Account Totals

Key Peninsula Metro Parks District

07/01/2021 To: 07/31/2021

Time: 13:57:28 Date: 08/04/2021

Page: 2

Cash Accounts		Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
1	First Citizens Checking	8,708.59	7,737.62	13,477.74	2,968.47	0.00	0.00	2,968.47
2	First Citizens Payroll	37,235.96	28,805.51	48,943.76	17,097.71	0.00	0.00	17,097.71
3	Pierce County	3,894,675.92	43,304.52	72,037.82	3,865,942.62	0.00	0.00	3,865,942.62
4	Petty Cash	173.08	0.00	0.00	173.08	0.00	0.00	173.08
5	First Citizens AP	58,202.48	8,232.31	29,999.24	36,435.55	0.00	14,688.42	51,123.97
Total Cash:		3,998,996.03	88,079.96	164,458.56	3,922,617.43	0.00	14,688.42	3,937,305.85
		3,998,996.03	88,079.96	164,458.56	<u>3,922,617.43</u>	0.00	14,688.42	3,937,305.85

TREASURERS REPORT

Outstanding Vouchers

Key Peninsula Metro Parks District

As Of: 07/31/2021 Date: 08/04/2021
Time: 13:57:28 Page: 3

Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2021	539	07/30/2021	Claims	5	1821	Akramoff, LLC	13,715.20	Interim Parks & Facilities Manager Services for June and July 2021 as per contract.
2021	540	07/30/2021	Claims	5	1822	Canon Financial Services, INX	121.11	Contract rental for printer/copier.
2021	541	07/30/2021	Claims	5	1823	Cascade Recreation, INC	127.32	infant swing
2021	542	07/30/2021	Claims	5	1824	Copiers Northwest	57.57	Canon c5535i copier contract
2021	543	07/30/2021	Claims	5	1825	Peninsula Light Company	275.00	Electric for Gateway Park and Care Taker's house/barn.
2021	544	07/30/2021	Claims	5	1826	Washington Water Service Company	392.22	Splash pad usage and Gateway Park water meter.
							14,688.42	

Fund	Claims	Payroll	Total
001 General Fund	14,688.42	0.00	14,688.42
	14,688.42	0.00	14,688.42

TREASURERS REPORT

Signature Page

Key Peninsula Metro Parks District

07/01/2021 To: 07/31/2021

Time: 13:57:28 Date: 08/04/2021

Page: 4

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

Signed: _____ Signed: _____
Commissioner / Date Fiscal Specialist / Date

Expenditures for July 2021

Key Peninsula Metro Parks District

Time:

15:07:11 Date: 08/02/2021

07/01/2021 To: 07/31/2021

Page: 1

Voucher Claimant	Trans	Date	Type	Acct #	Amount	Memo
210701001 Automated Gates	412	07/02/2021	Claims	5	660.51	gateway gate repair
210701002 Canon Financial Services, INX	413	07/02/2021	Claims	5	121.00	Canon copier C5535I rental
210701003 Copiers Northwest	414	07/02/2021	Claims	5	52.97	Canon/IRC5535I III rental contracted # of copies
210701004 Hemley's Handy Kans	415	07/02/2021	Claims	5	250.50	portable toilet rentals at taylor bay, 360 trails, and KCF
210701005 Pape' Machinery	416	07/02/2021	Claims	5	516.45	mower blades, rim and wheels, inbound freight
210701006 Peninsula Light Company	417	07/02/2021	Claims	5	272.61	Light bill for gateway park and gateway house
210701007 Vannausdle Edward G	418	07/02/2021	Claims	5	100.00	reimburse work boots
210704001 PEBB Health Insurance	470	07/08/2021	Payroll	5	2,995.16	
210705001 CenturyLink	480	07/08/2021	Claims	5	109.01	internet and phone for Gateway Park
210705002 Combs Sarah	481	07/08/2021	Claims	5	70.00	reservation refund on GWP pavilion for 7-18-21
210705003 EPIC Business Essentials	482	07/08/2021	Claims	5	201.51	legal pads, tape, labels, hole punch, ink cartridges
210705004 Grandt Veronica L	483	07/08/2021	Claims	5	90.72	mileage log for June
210705005 Murreys Disposal Company	484	07/08/2021	Claims	5	880.22	garbage at gateway park and volunteer park
210705006 Occupational Medical Clinic of Tacoma	485	07/08/2021	Claims	5	266.00	physicals/drug screens for allen and daniel
210705007 Peninsula Light Company	486	07/08/2021	Claims	5	1,288.13	electric bill for volunteer, ball fields, home park and taylor bay
210705008 Verizon Wireless	487	07/08/2021	Claims	5	357.52	EMPLOYEE PHONES
210706001 Copiers Northwest	494	07/16/2021	Claims	5	50.54	Canon/IRC5535I printer rental
210706002 Madrona Law Group PLLC	495	07/16/2021	Claims	5	552.00	Professional services regarding L&I topic and other HR matters.
210706003 PCRCD, LLC	496	07/16/2021	Claims	5	94.91	rocky creek dumping
210706004 US Bank	497	07/16/2021	Claims	5	6,217.14	Us bank statement for July 2021
210706005 Wave Broadband	498	07/16/2021	Claims	5	163.92	volunteer park internet and phones
210709001 Akramoff, LLC	539	07/30/2021	Claims	5	13,715.20	Interim Parks & Facilities Manager Services for June and July 2021 as per contract.
210709002 Canon Financial Services, INX	540	07/30/2021	Claims	5	121.11	Contract rental for printer/copier.
210709003 Cascade Recreation, INC	541	07/30/2021	Claims	5	127.32	infant swing
210709004 Copiers Northwest	542	07/30/2021	Claims	5	57.57	Canon c5535i copier contract
210709005 Peninsula Light Company	543	07/30/2021	Claims	5	275.00	Electric for Gateway Park and Care Taker's house/barn.
210709006 Washington Water Service Company	544	07/30/2021	Claims	5	392.22	Splash pad usage and Gateway Park water meter.

Total Checks:

29,999.24

Payroll expenditures for July 2021

Key Peninsula Metro Parks District

Time:

15:08:49 Date: 08/02/2021

07/01/2021 To: 07/31/2021

Page: 1

Voucher Claimant	Trans	Date	Type	Acct #	Amount	Memo
EFT EFTPS	469	07/07/2021	Payroll	2	4,212.08	
EFT Employee Paycheck	419	07/09/2021	Payroll	2	1,946.98	
EFT Employee Paycheck	420	07/09/2021	Payroll	2	118.21	
EFT Employee Paycheck	421	07/09/2021	Payroll	2	1,294.93	
EFT Employee Paycheck	422	07/09/2021	Payroll	2	1,442.43	
EFT Employee Paycheck	423	07/09/2021	Payroll	2	1,149.34	
EFT Employee Paycheck	424	07/09/2021	Payroll	2	2,557.98	
EFT Employee Paycheck	425	07/09/2021	Payroll	2	767.38	
EFT Employee Paycheck	426	07/09/2021	Payroll	2	1,187.16	
EFT Employee Paycheck	427	07/09/2021	Payroll	2	337.31	
EFT Employee Paycheck	428	07/09/2021	Payroll	2	1,661.72	
EFT Employee Paycheck	429	07/09/2021	Payroll	2	1,081.46	
EFT Department of Labor & Industries	516	07/21/2021	Payroll	2	3,196.00	
EFT EFTPS	517	07/21/2021	Payroll	2	4,622.67	
EFT Employment Security Department	518	07/21/2021	Payroll	2	1,416.77	
EFT WA State Department of Retirement	519	07/21/2021	Payroll	2	6,451.08	
EFT Employee Paycheck	503	07/26/2021	Payroll	2	1,983.23	
EFT Employee Paycheck	504	07/26/2021	Payroll	2	118.21	
EFT Employee Paycheck	505	07/26/2021	Payroll	2	1,317.59	
EFT Employee Paycheck	506	07/26/2021	Payroll	2	1,476.77	
EFT Employee Paycheck	507	07/26/2021	Payroll	2	236.44	
EFT Employee Paycheck	508	07/26/2021	Payroll	2	1,281.09	
EFT Employee Paycheck	509	07/26/2021	Payroll	2	236.44	
EFT Employee Paycheck	510	07/26/2021	Payroll	2	2,600.38	
EFT Employee Paycheck	511	07/26/2021	Payroll	2	816.96	
EFT Employee Paycheck	512	07/26/2021	Payroll	2	1,207.77	
EFT Employee Paycheck	513	07/26/2021	Payroll	2	1,022.52	
EFT Employee Paycheck	514	07/26/2021	Payroll	2	1,705.36	
EFT Employee Paycheck	515	07/26/2021	Payroll	2	1,179.10	
EFT United Concordia	537	07/27/2021	Payroll	2	292.40	
EFT WA State Depart. of Licensing	555	07/30/2021	Claims	2	26.00	Driving records for 2 job applicants
Total Checks:					48,943.76	

Pierce County expenditures for July 2021

Key Peninsula Metro Parks District

Time: 13:54:48 Date: 08/04/2021

07/01/2021 To: 07/31/2021

Page: 1

Voucher Claimant	Trans	Date	Type	Acct #	Amount	Memo
EFT Pierce County Budget and Finance	573	07/30/2021	Claims	3	35,000.00	G.O. Bond principal
Total Checks:					35,000.00	

TRANSACTION JOURNAL

Key Peninsula Metro Parks District

Time: 13:59:55 Date: 08/04/2021

07/01/2021 To: 07/31/2021

Page: 1

Trans	Date	Redeemed	Acct #	Chk #	Type	Receipt # InterFund #	Vendor	Amount	Memo
531	07/23/2021	07/31/2021	1		Ser Chge		Merch Bankcard service	98.18	Credit card processing fees
	576 80 49 003	Banking Fees		001	General Fund			98.18	Credit card processing fees
545	07/30/2021	07/31/2021	1		Ser Chge		First Citizens	75.00	Bank service fees
	576 80 49 003	Banking Fees		001	General Fund			75.00	Bank service fees
Records Printed: 2									
Adjustments:								0.00	
Beginning Balance:								0.00	
Revenues:								0.00	
Warrant Expenditures:								0.00	
Non Warrant Expenditures:								173.18	
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	173.18	0.00	0.00	0.00
	0.00		0.00	0.00	0.00	173.18	0.00	0.00	0.00

RECEIPT REGISTER

Key Peninsula Metro Parks District

Time: 13:58:43 Date: 08/04/2021

07/01/2021 To: 07/31/2021

Page: 1

Trans	Date	Type	Rec #	CR #	Acct#	Claimant	Amount	Memo
471	07/01/2021	Tr Rec	1400	1118	1	Tracey L Perkosky	1,188.50	Rent for Gateway Park house of \$950.00, Utilities of \$116.52 and Leasehold tax of \$121.98 for July 2021
472	07/01/2021	Tr Rec	1401	1119	1	The Snack Shack	540.00	Rent for Volunteer Park concession building of \$400.00, Utilities of \$140.00 for July 2021
473	07/07/2021	Tr Rec	1402	1120	1	Kyle Armstrong	312.86	Rent for Taylor Bay caretaker for July 2021 of \$100.00, Utilities of \$200.00 and Lease hold of 12.86
474	07/07/2021	Tr Rec	1403	1121	1	General Customer	500.00	Sponsorship for 2021 All Hallows Eve event from Bruce Titus Tacoma Subaru.
475	07/07/2021	Tr Rec	1404	1122	1	General Customer	20.00	1 Participant (Rogers) for the July 15th Walk, Run, or Ride program.
476	07/08/2021	Tr Rec	1405	1123	1	Peninsula Light Company	2,000.00	Sponsorship to help any event from Peninsula Light co.
479	07/01/2021	Tr Rec	1406	1124	1	General Customer	61.80	1/2 rental of Gateway Park pavilion on 7-12-2021 from 1-3 for (Ripley)
488	07/02/2021	Tr Rec	1407	1125	1	General Customer	185.40	Full rental of Gateway Park Pavilion on 7-17-2021 from 4-8 for (Medina)
489	07/02/2021	Tr Rec	1408	1126	1	General Customer	77.25	1/2 rental of Gateway Park Pavilion on 8-28-2021 from 12-4 for (Schull)
490	07/02/2021	Tr Rec	1409	1127	1	General Customer	25.75	Rental of Home Park shelter on 7-11-2021 from 11-2 for (Morris)
493	07/05/2021	Tr Rec	1410	1128	1	General Customer	61.80	1/2 rental of Gateway Park pavilion on 8-7-2021 from 12-2 for (Smiley)
499	07/20/2021	Tr Rec	1411	1129	1	General Customer	60.00	3 registrants for the Summer Fun 5K held on 7-17-2021 paid cash changed into money order for scan deposit.
500	07/20/2021	Tr Rec	1412	1130	1	General Customer	150.00	Donation for sponsorship of movie night in August (Jensen Family)
501	07/20/2021	Tr Rec	1413	1131	1	General Customer	37.00	Rental of Home Park shelter on 9-11-2021 from 11 to 2pm for (Home Group of Alcoholics Anonymous.
502	07/20/2021	Tr Rec	1414	1132	1	General Customer	37.50	Rental of Field 1 at Volunteer Park on 6-17-2021 for Shockwave baseball club.
520	07/05/2021	Tr Rec	1415	1133	1	General Customer	169.95	Full rental of Gateway Pavilion on 8-22-2021 from 2-7 pm for (Jensen)
521	07/06/2021	Tr Rec	1416	1134	1	General Customer	12.36	Remainder of payment for (Larson 7-30-2021)
522	07/06/2021	Tr Rec	1417	1135	1	General Customer	103.00	Full rental of Gateway Pavilion on 7-24-2021 from 11-1 pm for (BeDillon)

RECEIPT REGISTER

Key Peninsula Metro Parks District

Time: 13:58:43 Date: 08/04/2021

07/01/2021 To: 07/31/2021

Page: 2

Trans	Date	Type	Rec #	CR #	Acct#	Claimant	Amount	Memo
523	07/06/2021	Tr Rec	1418	1136	1	General Customer	66.95	1/2 rental of Gateway Pavilion on 8-14-2021 from 12-2 pm for (Dawson)
524	07/08/2021	Tr Rec	1419	1137	1	General Customer	61.80	1/2 rental of Gateway Pavilion on 7-24-2021 from 1-4 pm for (Critchfield)
525	07/09/2021	Tr Rec	1420	1138	1	General Customer	61.80	1/2 rental of Gateway Pavilion on 7-18-2021 from 12-2 pm for (Matz)
526	07/12/2021	Tr Rec	1421	1139	1	General Customer	87.55	1/2 rental of Gateway Pavilion on 7-24-2021 from 1-4 pm for (Ryan)
527	07/13/2021	Tr Rec	1422	1140	1	General Customer	61.80	1/2 rental of Gateway Pavilion on 8-14-2021 from 12-2 pm for (Jones)
528	07/16/2021	Tr Rec	1423	1141	1	General Customer	46.35	1/2 rental of Gateway Pavilion on 8-21-2021 from 11-1 pm for (Hofner)
529	07/16/2021	Tr Rec	1424	1142	1	General Customer	61.80	1/2 rental of Gateway Pavilion on 8-15-2021 from 12-2 pm for (Barrett)
530	07/19/2021	Tr Rec	1425	1143	1	General Customer	87.55	1/2 rental of Gateway Pavilion on 7-29-2021 from 11-2 pm for (Coots)
536	07/26/2021	Tr Rec	1426	1144	1	Eventbrite	840.00	42 paticapents for Summer fun 5K walk, run or ride event on 7-17-2021 at \$20.00 each.
538	07/28/2021	Tr Rec	1427	1145	1	General Customer	103.00	Full rental of Gateway Pavilion on 8-14-2021 from 5-7pm for (Falcon)
546	07/26/2021	Tr Rec	1428	1146	1	General Customer	87.55	1/2 rental of Gateway Pavilion on 9-12-2021 from 3-6pm for (Wray)
547	07/26/2021	Tr Rec	1429	1147	1	General Customer	46.35	1/2 rental of Gateway Pavilion on 9-4-2021 from 1-3pm for (Bartell)
548	07/26/2021	Tr Rec	1430	1148	1	General Customer	87.55	1/2 rental of Gateway Pavilion on 8-1-2021 from 11-2pm for (Strack)
549	07/26/2021	Tr Rec	1431	1149	1	General Customer	61.80	1/2 rental of Gateway Pavilion on 7-31-2021 from 11-3pm for (McGehee)
550	07/27/2021	Tr Rec	1432	1150	1	General Customer	144.20	Full rental of Gateway Pavilion on 9-5-2021 from 4-7 pm for (Keevy)
551	07/27/2021	Tr Rec	1433	1151	1	General Customer	61.80	1/2 rental of Gateway Pavilion on 7-31-2021 from 12-2 pm for (Lakin)
552	07/27/2021	Tr Rec	1434	1152	1	General Customer	46.35	1/2 rental of Gateway Pavilion on 8-21-2021 from 11-1 pm for (Wade)
553	07/27/2021	Tr Rec	1435	1153	1	General Customer	36.05	Rental of Home Park shelter on 8-15-2021 from 11-1 pm for (Davidson)

Page: 3

Trans	Date	Type	Rec #	CR #	Acct#	Claimant	Amount	Memo
554	07/28/2021	Tr Rec	1436	1154	1	General Customer	144.20	Full rental of Gateway Park Pavilion on 8-22-2021 from 10-1 pm for (Issa)
			340 Park Fees				920.00	
			360 Long Terms				6,817.62	
			001 General Fund				7,737.62	
							7,737.62	

Page: 1

Trans	Date	Type	Rec #	CR #	Acct#	Claimant	Amount	Memo
570	07/30/2021	Tr Rec	1439		3	Pierce County Budget and Finar	6,092.63	Property tax of \$5212.45 and delinquent tax of \$880.18
571	07/30/2021	Tr Rec	1440		3	Pierce County Budget and Finar	23,619.98	Zoo Trek
572	07/30/2021	Tr Rec	1441		3	Pierce County Budget and Finar	287.35	Investment interest
310 Taxes							29,712.61	
360 Long Terms							287.35	
001 General Fund							29,999.96	
							29,999.96	



Regular Meeting: August 9, 2021

Item # 9

To: Board of Park Commissioners
From: Tracey Perkosky, Executive Director
Date: August 9, 2021
Subject: Executive Director's Report

The maintenance team continues to make good progress on our parks with mowing, weeding and other basic care. They have recently moved into other back-logged projects such as sanding and painting the handrails at Volunteer Park, tool organization, electrical projects and spending more time cutting back brush on the trails. In the past month, there have been 112 staff hours spent on trail work.

Additional work and proposals are outstanding for the Gateway Barn, 5 Car Garage, rental house, Taylor Bay house, and Volunteer Park. This includes roof, gutter, electrical, plumbing work and more. A Special Board Meeting may be needed to approve some of this work, based on the final costs and recommendations. Tradespeople of all skills are increasingly hard to find and are scheduling several weeks out. Should one be available earlier, a Special Meeting will be requested to assist with scheduling.

An all-hands cleanout of the Barn at Gateway Park has led to greater organization of the space, ease to locate needed tools, identified items for surplus, and revealed space to meet some regulatory obligations for our staff.

The newly hired Parks & Facilities Manager, Jeff Minch, begins employment on August 16th.

Pierce County Trails Day, in partnership with Forever Green Trails, brought out 5 volunteers to 360 Trails who helped remove scotch broom. Over four large Kubota loads were cut in three hours! More volunteer work parties are planned for August – the half basketball court in Volunteer Park and one more day in 360 Trails. Cinema Under the Stars began on August 5th with Frozen II and continues on Friday nights in August moving between Gateway and Volunteer Parks.

To help facilitate some team building and cross training, the Administrative Office will be closed daily from 12 noon to 1 PM for lunch and other activities beginning August 9th. Calls and emails will be returned promptly. The website and Facebook have notices and signs are posted on the doors. If this becomes too challenging for the public we will re-assess.

Over the past month or so, we have had several notices from the State regarding our required water testing, specifically at Gateway Park. Due to staff issues, several bacterial and nitrate tests were not completed properly over the past 12 months. Research has been completed and a full schedule is planned to ensure that these important tests are not missed in the future. The water has since been tested and there were no issues. Staff has posted the required signage to alert water users.

The Executive Director was recently contacted by a few small dog park users who would like a shade structure or two in the small dog park. They have agreed to assist with fundraising and so they were connected with the Parks & Recreation Foundation. The Director is researching pricing and shade options to help guide the project. Work continues to identify a good solution for the water pooling in the large dog



park and near the storm drain outfall. Some additional engineering/hydrology work is needed on the water flow. We anticipate having the plan finalized and work completed within a few months. In the meantime, all dogs may use the small dog area. Many dog parks users have shared with staff that they did not mind the water and their dogs liked it! Once it was shared that the water is now stagnant and has some pond scum, they understood why it was closed. During the initial investigation work on this issue, it was discovered that a portion of the large dog park fence was in the creek buffer. We alerted Pierce County of the issue to work through a mitigation solution, however they are allowing us to keep the fence in place as long as owners continue to pick up the dog waste and Key Pen Parks provides the waste bags for easy removal/forgetful pet parents. We appreciate both Pierce County's response and the diligence of our dog park users and there is rarely pet waste left behind on the ground!

Staff is beginning budget preparation for 2022. This will include a more staff inclusive process to set budgets, make recommendations for key purchases and more.



Regular Meeting: August 9, 2021

Item # 12a

To: Board of Park Commissioners

From: Tracey Perkosky, Executive Director

Date: August 9, 2021

Subject: Discussion and Direction on Potential Acquisition of the Lind Family Trust Property

During the Regular Meeting on July 12, 2021, the Board of Park Commissioners discussed a parcel of land owned by the Lind Family Trust, for which the Park District once had a right of first refusal. During the conversation, the Great Peninsula Conservancy (GPC) through public comment provided some additional history on the property and once again, referenced the original landowner's desire of this parcel to become a public park. The Park Board directed the Executive Director to research additional information on the property and its potential acquisition.

Following the meeting, GPC provided staff with a copy of the original conservation easement and the baseline report on the property. The easement was made with the Peninsula Heritage Land trust to which GPC is a successor agency. The conservation easement largely lays out the habitat protection areas. Here are the highlights:

- Parcel is about 80 acres most of which is timberland. This provides both for a working forest and habitat for bear, various bird species and other wildlife.
- Wetland/pond covering 3 acres of land which is a resting spot for migratory birds plus eagles, waterfowl and water dependent mammals.
- Pastureland covers 4 acres
- Garden cultivation including an orchard of 11 trees covers one acre
- There is a residence and several outbuildings. Trails are comprised of old logging roads.
- GPC has the ability to grant an easement over the land to create a non-motorized trail for the Carr-Case Inlet Trail.
- The former lot B could have a residence constructed on it **if** it is part of an adopted park plan pursuant to other restrictions in the easement.
- Forestlands shall be maintained with diversity of species and thinned only when needed. Timber may be harvested on a 160-year rotation.
- Five acres of land may be cleared on Lot A for a single-family dwelling and associated buildings.
- Pasture lands must be maintained for livestock grazing
- Wetland plan must be followed. No construction of any kind within 200 feet of the pond and wetland.
- Surface or underground water may only be used for on-site domestic use and may not impact the streams/pond/wetlands.
- Land may not be graded to materially alter the landscape, mined and no industrial or commercial uses.
- Land may be conveyed to a park or governmental agency subject to the natural areas and habitat restrictions.



- The GPC must approve any park plan prior to development. Government agency must commit to the park plan's implementation.
- A long-term management plan for the park is required for GPC approval.
- Park development areas are limited to the residential areas and contiguous cleared areas, excluding the pasturelands and wetlands.
- Other park development (roads, trails, structures and facilities) is limited to no more than 30% of Lots A & B
- May construct a residential dwelling on property or use the existing residence/dwellings on the property
- May construct a roadway not more than 25 feet in width for vehicular and pedestrian access
- Engage in wetlands restoration
- May cut in random footpaths which shall follow animal trails and old roads.
- May construct reasonable fire roads.

The attached forest management plan, in 1993, projects that for Douglas fir, approximately 2 to 3 acres could be harvested per decade, which could produce 4,000 board feet per acre per decade. There is about 40 acres of Douglas fir stands. The red alder trees will not meet the 160-year rotation cycle and will fall before the trees are 60 years old. The plan proposes replacing these trees with red cedar over time.

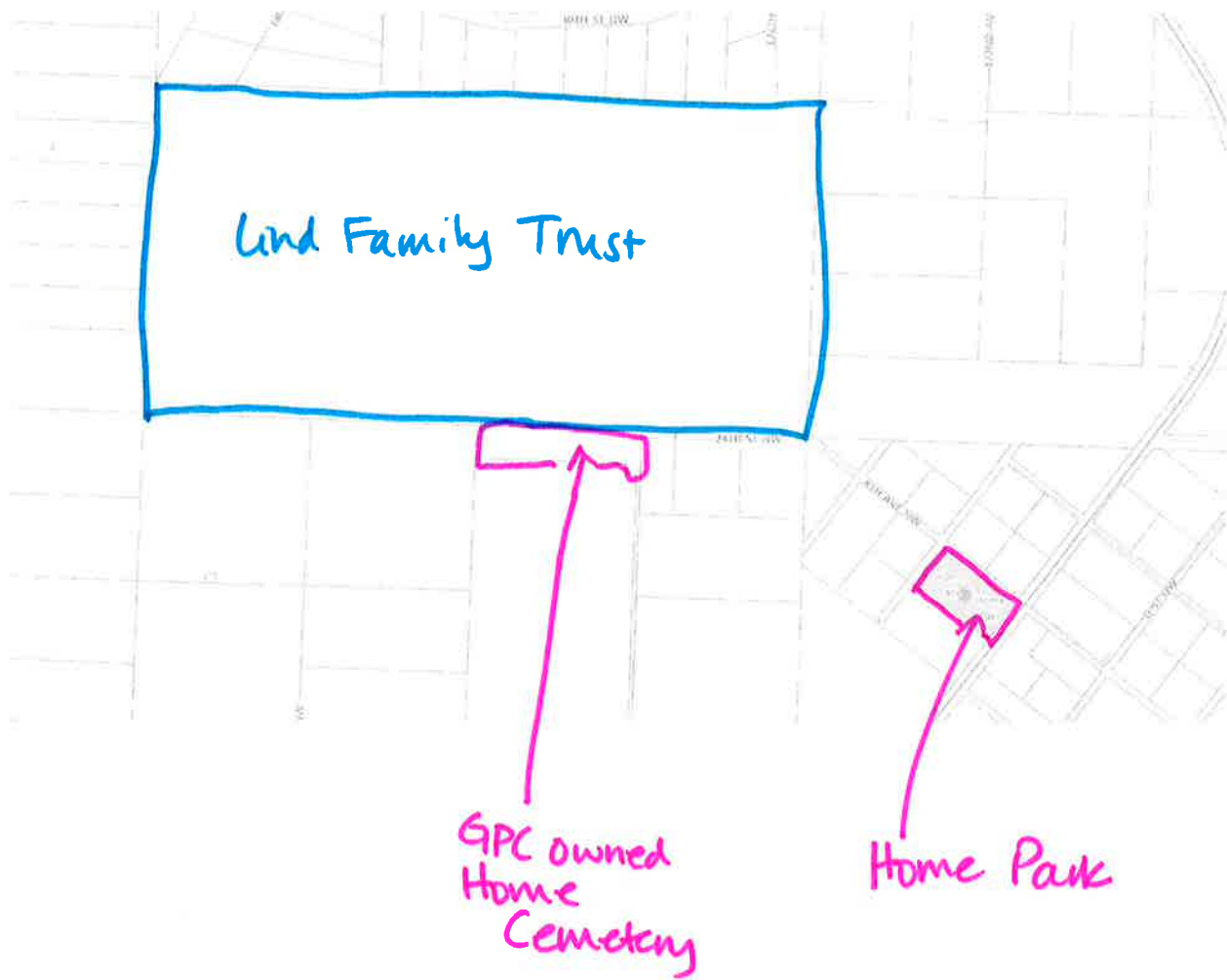
As of the writing of this report, the Lind family has not responded to outreach regarding the property. However, this is summer vacation time, so with some additional time a response should be forthcoming.

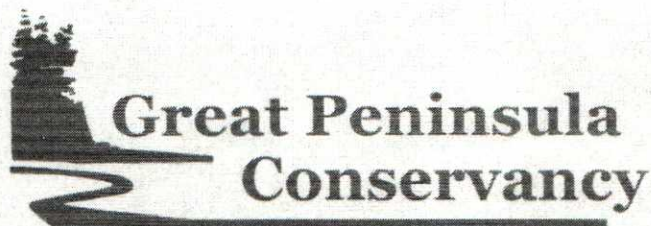
Recommendation: Provide additional direction on the potential acquisition of this property.

Attachment 1: Map

Attachment 2: Conversation Easement

Attachment 2: Baseline Report





Protecting our lands and waters for generations to come

November 22, 2013

Nancy Lind
17619 24TH ST KN
Lakebay, WA 98349

Dear Ms. Lind,

Thank you for helping me finish the baseline documentation report for your conservation easement this year. Through written descriptions, photos and maps, the report serves to document the condition of your property. It has two main purposes: to document the conservation values that are identified in the conservation easement; and to serve as a guide for monitoring of the easement's terms.

We make four copies of this report. The original will be kept in our files. A copy will be provided to the Volunteer Steward to use during our annual monitoring visit and another will be a working copy in our office. We have also enclosed a copy for you.

Please review the report for accuracy. If there are any corrections, please write your comments directly onto the pages and return the report to me. We will make the changes and re-send the report to you.

If you have no changes to the report, please sign and date the fifth page of the report to show that you have reviewed it, and return this page in the enclosed envelope (within the next week or two, if possible). We will then sign it and return a copy of the fully signed page to you.

Please call me if you have any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read "Erik Pedersen".

Erik Pedersen
Stewardship Assistant



Property Name:

Henderson Bay/Home
Lind CE

Date:

10/14/13

Property Location:

17619 24TH ST KN
Lakebay, WA 98349

Prepared By:

Erik Pedersen,
Stewardship Assistant

Pierce County Tax Parcel Number:

0021262032

Parcel Sizes:

80 Acres

Four parcels exist within the current, single tax parcel for purposes of monitoring the easement: A- 40 acres, B- 28.6 Ac. (approx.), C- 9.5 Ac. (approx.), and D- 1.9 Ac. (approx.).

Landowner:

Nancy Lind

Pierce County Auditor File:

Title: Grant of Conservation Easement

Number: 9401030365

Date: 1/3/1994

Conservation Goals:

The primary purpose of the Easement is to protect the property's ecosystem and open space by limiting intrusive man-made changes which would threaten its natural features and native habitat and by prohibiting further segregation of the property beyond what is established by this agreement. The Grantors desire the protection and preservation of the scenic, open space, natural habitat and ecological values and characteristics of the property in perpetuity.

Description and Condition of Land:

(The following description of the property was given within the recorded conservation easement document itself- "Facts and Objectives" Section D (pp 2-3).

[The property] comprises approximately 80 acres, most of which is timberland, forested in even aged mixed species and native vegetation. Second growth Douglas fir predominates. There are also substantial stands of red alder. The alder-fir mixture provides habitat for bear and other wildlife. Old growth snags throughout the property provide food and shelter for a number of bird species.

A pond with associated wetlands comprises approximately three acres. It is located in the northeast quarter of the property. The pond is a resting spot for migratory waterfowl. It is used by eagles, waterfowl and water dependent mammals. It is fed by a year round spring. The water level fluctuates yearly depending on rainfall and other climatic conditions. Other wetlands throughout the Property provide wildlife habitat as well. A

seasonal stream fed by runoff from the north and south runs southeast across the Property. [This stream does not exist. There is some standing water at times, but no visible stream bed.]

Approximately four acres are pasture land. Another acre is garden cultivation. An orchard of approximately eleven fruit trees, the majority of which are thirty years old is associated with the garden.

The Grantors' residence and several out-buildings are in the southeast quarter of the Property. They are surrounded by open area which, together with the area in agricultural use, allows sunlight into this portion of the Property. The house, a mobile home and accessory outbuildings constitute the only improvements on the property. A network of old logging roads and trails provides access to the different portions of the Property. [See Lind CE Map.]

The Property is located on the Key Peninsula in Puget Sound midway between Carr Inlet to the east and Case Inlet to the west. The distance across the peninsula is approximately two miles. Land held by the State of Washington for future park development on Case Inlet (Madrona Beach) is to the northwest and is accessible by trail across this and two other private property parcels. Carr Inlet (Van Geldern Cove), to the southeast, is accessible via the county road system and by a potential trail system. The Property is contiguous with the town of Home which is a registered historic landmark town. For illustration, see the location map, attached as Exhibit C. [This map is illegible-- see attached Lind CE Topographic Map.]

Uses, Zoning, Adjacent Land Use and Open Space:

The conservation easement on the Lind property was donated to the Peninsula Heritage Land Trust, a GPC predecessor organization, by Robert and Nancy Lind in 1994. Their purpose was to ensure that the property would remain in its mostly-wooded condition while maintaining an opportunity for their three children to live there. The area surrounding the property consists of a mix of parcels of different sizes-- from suburban-sized house-lots to 10-acre rural woodlots, averaging around five acres. Roughly half of these have been developed. Those directly to the north are smaller, around 1-1.5 acres, while those to the southeast, in the town of Home, average 0.5-1 acre. GPC's 2.5-acre Home Cemetery fee-owned property lies adjacent to the south. Most of the surrounding area retains some rural character and a partially fragmented forest cover, although its main economic use lies in low-density exurban, or rural housing. The area alternates between Rural-10 and Rural Sensitive Resource zoning (which are both 10-acre zoning schemes, with RSR requiring low-impact development measures), which will likely prevent further parcel fragmentation for the foreseeable future.

Stewardship:

To protect the conservation values of this property, GPC will monitor it at least annually, in accordance with Land Trust Alliance guidelines. GPC reserves funds for legal defense but primarily uses volunteers to steward its conservation properties. Volunteer stewards complete and sign monitoring reports, which staff review and collect in each property's stewardship file. Stewards must observe and document changes to the property. Encroachment, trespassing, dumping and vandalism will be monitored, documented, and

reported to GPC staff for appropriate remedial action in accordance with GPC Conservation Easement Violation Policy.

The Easement allows most customary residential uses around the existing buildings on Lots C, D and throughout an unspecified five-acre home-site on Lot A, while prohibiting subdivision and development of Lot B and the remaining 35 acres of Lot A (see attached Lind CE Map and Lind CE Map- Parcels C & D). Specifically, the Easement prohibits further subdivision of the property (beyond parcels A, B, C & D- Section 2.3.A), selling either Parcel B or D without giving the owner of Parcel C a chance to buy them (Section 2.3.B), building a residence on Parcel B (this should be read to imply all structures except residential water infrastructure for use on the property- Section 2.3.C, 2.4.L), cutting timber in a manner inconsistent with the forest management plan (CE Exhibit E) prescribing a 160-year rotation (Section 2.3.D), building or installing new structures within 200 feet of the pond (Section 2.3.G), excavation or grading not associated with identified reserved rights (Section 2.3.H), the removal of surface or groundwater for purposes other than on-site domestic use (a cistern currently exists on Lot B, which is used to recharge the pond- Section 2.3.I), and mining (Section 2.3.K). The Easement also prohibits industrial and commercial activities, except agricultural uses (processing and direct sale to the public is explicitly allowed- Section 2.4.G), any "home business" (Section 2.4.H), and brush and mushroom picking (Section 2.3.M).

In addition, the distribution and abundance of invasive species will be monitored, reported on, and landowners will be advised to address them according to county Noxious Weed Control Board recommendations. Stewards are given a list of the most important weeds to look for and report on, such as Japanese knotweed. Observations of these priority weed species will be reported by staff to the Pierce County Noxious Weed Control Board (ph: 253-798-7263). English holy, English ivy, English laurel, evergreen blackberry, Himalayan blackberry, reed canary grass, and Scotch broom have been observed. (The easement reserves landowners the right to eradicate invasive plants from the pond area, where reed canary grass currently grows- Section 2.4.M.)

Easements and Encumbrances:

The Conservation Easement allows owners to build a residence and clear up to five acres for a home-site on Lot A (Section 2.4.A, 2.3.D (iii)), along with ingress and egress over Lot B (after exhausting all "reasonable efforts" to secure access over third-party property from the north or west of Lot A- Section 2.4.J), as well as building new roads "reasonably required" for fire access and cutting "random footpaths" (Section 2.4.N). It also allows maintaining and improving existing roads on Lots C & D (Section 2.4.K), installing underground utility and phone lines beside main access routes to structures (Section 2.4.O), and supplying the residences with water through the building of water infrastructure (Section 2.4.L).

Landowners retain the right to maintain, replace and expand the existing single-family dwelling on Lot C (this implies that the dwelling should remain in roughly the same location- Section 2.4.E), and the right to maintain, replace and expand the existing

buildings and mobile home on Lot D (the right to have the mobile home terminates once the Grantors or their children no longer own Lot D— Section 2.4.F).

The Easement also permits agricultural uses within the pasture and “open area” defined on the attached Lind CE Map— Parcels C & D, and allows landowners to expand these areas up to 10% (Section 2.4.G). The open space and pasture areas cover 6¼ acres. The Easement defines agricultural use loosely, allowing processing, storage and direct sale to the public.

Landowners retain the right to conduct sustainable, long-rotation forestry in balance with habitat preservation and passive recreation, per the DNR Forest Stewardship Management Plan attached (Exhibit E) within the recorded Conservation Easement document (Section 2.3.D). The plan calls for small-area harvests through commercial thinning of conifers— 2-3 acres per decade— while maintaining a 160-year overall rotation. It allows for the clear-cutting of red alder. The plan also calls for leaving all snags (when possible), and specifies that there should be three snags, three green recruitment trees (future snags), and two large downed logs left per acre.

The easement allows for the property to be turned over to a state or local parks department, with active use improvements allowed in the open space (but not pasture) area of Lots C and D, and as well as up to 30% of Lots A and B (Section 2.4.C). It also allows for a cross-peninsula trail, from the town of Home to the southeast, to State-owned parkland to the northwest (Section 2.2).

There are no other known easements or other encumbrances.

Buildings, Structures and Improvements on Property:

Lot C includes the property’s main residence, as well as three garage/sheds (see Lind CE Map— Parcels C & D). Lot D includes a barn, two covered parking/storage structures, one covered eating/kitchen area, and a mobile home with attached shed/roof extension. The Easement allows these structures to be maintained, replaced, and expanded (besides the mobile home, which must be removed once Lot D is no longer owned by one of the Grantor’s children). An existing shed/porch beside a parking space, used for parking a camper beside, stands outside of Lot D (within Lot B— shown on the attached Lind CE Map— Parcels C & D, and in Photo Point 11.1). This structure existed at the time the Conservation Easement was written and was shown in Exhibit B. The Easement does not stipulate that it needs to be removed, but does prohibit building or installing any structures within 200 feet of the pond (this structure falls well within 200 feet of the pond). This appears to prohibit the installation of a mobile home, while allowing temporary use, such as parking a camper there (Section 2.3.G). A cleared parking area also falls across the boundary of Lot C onto Lot B, beside 8th Avenue (see Photo Points 16.3-16.5). This currently comprises roughly 1,500 square feet of Lot B. The easement does not require that landowners abandon the area, but they should not expand it.

The current main roads/trails on the property are shown on the attached Lind CE Map, although the Easement allows these to be added to and improved.

There are no other known buildings or improvements on the property.

Acknowledgement:

In compliance with Section 1:170A-14(g) (5) of the federal tax regulations, this baseline documentation report is an accurate representation of the property, including its physical features and current uses, at time of baseline report update. This baseline report documents the conservation values that are being protected by the conservation easement and serves as the basis for monitoring compliance with the conservation easement terms as determined by Great Peninsula Conservancy.

Owner

Nancy C. Lind

Nancy Lind

Date: 12-3-13

Great Peninsula Conservancy

Sandra Staples-Bortner

Sandra Staples-Bortner, Executive Director

Date: 12-31-2013

Attachments:

Attachment	Date Provided & Signature	Addendums and Noted Changes to Property Date & Signature	Addendums and Noted Changes to Property Date & Signature
1) Location Map and Driving Directions	10/30/2013 <i>Erik Pedersen</i>		
2) Lind CE Map	10/30/2013 <i>EP</i>		
3) Lind CE Map- Parcels C & D	10/30/2013 <i>EP</i>		
4) Topographic Map	10/30/2013 <i>EP</i>		
5) On-Site Photographs	9/24 & 10/7/13 <i>EP</i>		
6) Conservation Values Evaluation	10/30/2013 <i>EP</i>		
7) Conservation Easement (with attached Forest Stewardship Management Plan)	Provided: 10/30/2013 Original: 1/3/1994 <i>EP</i>		

9401030365

94 JAN -3 AM 9:57

RECORDED
CATHY PEARSALL-STIPEK
AUDITOR PIERCE CO. WASH.F.A.T.
350023
DEC 30 1993GRANT OF CONSERVATION EASEMENT

This grant of Conservation Easement is made by ROBERT LIND and NANCY LIND, husband and wife ("Grantors"), having an address at 17619 24th St, KPN, Lakebay, WA 98349, to and with the PENINSULA HERITAGE LAND TRUST, a Washington nonprofit public benefit corporation (together with its successors and assigns, the "Grantee" or "Land Trust", as the context may require), having a mailing address at P.O. Box 1973, GIG HARBOR, WA 98335.

FACTS AND OBJECTIVES

This grant of Conservation Easement is made with reference to the following facts and objectives:

A. Grantors are the owners in fee simple title of certain real property located in Pierce County, Washington, legally described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property") and depicted on the Site Plan attached hereto and incorporated herein as Exhibit B (the "Site Plan")

B. Grantee is a publicly supported, tax-exempt nonprofit organization, qualified under Section 501(c)(3) and 170(h) of the Internal Revenue Code of 1954, as amended, whose primary purpose is to protect and preserve the ecological value of land as open space, relatively natural habitat and intact ecosystem.

C. The property has significant scenic, open space and ecological values. The specific conservation values of the Property are documented in an inventory of relevant features of the Property in the custodial care of Grantee, ("Baseline documentation") which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant.

-1-

EXCISE TAX EXEMPT: DATE
Pierce County

JAN - 3 1994

9401030365

By [Signature] Auth. Sig

For reference only, not for re-sale.

D. The following generally describes the Property:

It comprises approximately 80 acres, most of which is timberland, forested in even aged mixed species and native vegetation. Second growth Douglas fir predominate. There are also substantial stands of red alder. The alder - fir mixture provides habitat for bear and other wildlife. Old growth snags throughout the property provide food and shelter for a number of bird species.

A pond with associated wetlands comprise approximately three acres. It is located in the northeast quarter of the property. The pond is a resting spot for migratory waterfowl. It is used by eagles, waterfowl and water dependent mammals. It is fed by a year round spring. The water level fluctuates yearly depending on rainfall and other climatic conditions. Other wetlands throughout the Property provide wildlife habitat as well. A seasonal stream fed by runoff from the north and south runs southeast across the Property.

Approximately four acres are pasture land. Another acre is in garden cultivation. An orchard of approximately eleven fruit trees, the majority of which are thirty years old is associated with the garden.

The Grantors' residence and several out-buildings are in the southeast quarter of the Property. They are surrounded by open area which, together with the area in agricultural use, allows sunlight into this portion of the Property. The house, a mobile home and accessory outbuildings constitute the only improvements on the property. A network of old logging roads and trails provides access to the different portions of the Property.

The Property is located on the Key Peninsula in Puget Sound midway between Carr Inlet to the east and Case Inlet to the west. The distance across the peninsula is approximately two miles. Land held by the State of Washington for future park development on Case Inlet (Madrona Beach) is to the northwest and is accessible by trail across this and two other private property parcels. Carr Inlet (Van Geldern Cove), to the southeast, is accessible via the county road system and by a potential trail system. The Property is contiguous with the town of Home which is a registered historic landmark town. For illustration, see the location map, attached as Exhibit C.

The size of the property and limited manmade intrusions make it a natural wildlife preserve. Its location on a peninsula between two Puget Sound bodies of water has unique ecological and environmental implications.

E. The open space and ecological attributes of the property

are of great importance to the grantors, the grantee, and the general public, and are worthy of conservation and preservation. The primary purpose of the Easement is to protect this ecosystem and open space by limiting intrusive man-made changes which would threaten the natural features and native habitat and by prohibiting further segregation of the property beyond what is established by this agreement.

F. The Grantors desire to transfer the right to protect and preserve the scenic, open space, natural habitat and ecological values and characteristics of the Property to Grantee, and Grantee desires to accept such responsibility in perpetuity on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual promises hereinafter set forth and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I. CREATION OF CONSERVATION EASEMENT

Section 1.1 Grant of Conservation Easement to the Land Trust. Grantors hereby voluntarily convey and warrant to the Grantee, in perpetuity, a conservation easement (the "Conservation Easement"), pursuant to the Revised Code of Washington ("RCW") 84.34.210, on, over, and across the Property. The Conservation Easement consists of the rights and obligations, and is subject to the reservation of rights hereinafter set forth, all of which rights, obligations, and reservations shall operate as covenants running with the land in perpetuity and shall bind Grantors, and all successors in ownership of the Property, in perpetuity.

Section 1.2 Acceptance. As a material part of this grant, Land Trust accepts from Grantors the right and responsibility to preserve and protect in perpetuity the natural habitat and ecological values and qualities of the Property.

ARTICLE II. RESTRICTIONS ON USE AND CONVEYANCE.

Section 2.1 Public Access. Grantors do not intend, nor shall this grant be construed, to convey to Land Trust the right to invite members of the public onto the property, nor shall this grant be construed as authorizing or permitting any general right of access on or right to use the Property by members of the general public. Grantors reserve the right to permit such public access as they desire on the Property, subject to the limitations on use contained in the balance of this Agreement. If a public agency acquires all or a portion of the Property, it shall have the right to invite members of the general public onto such portion, and otherwise manage such

portion of the Property, subject to limitations consistent with letter and spirit of the conservation purposes of this Agreement, and approved in advance by Land Trust by amendment to this Agreement in accordance with Section 6.5.

Section 2.2 Carr-Case Inlet Trail.

A. Grantors reserve the right to convey to a responsible public agency or quasi-public agency an easement over and across the Property in connection with the grant of other such easements over and across contiguous properties which together provide, or will when completed provide, a trail for non-motorized use (except wheel-chairs) linking Carr Inlet with Case Inlet (the "Trail"). The location and use restrictions affecting that portion of the Trail which is located on the Property shall be subject to the reasonable advance approval of the Land Trust to ensure conformity with the letter and spirit of the conservation protections contained in this Agreement, and such restrictions shall be embodied in an amendment to this Agreement which conforms to the requirements of Section 6.5 hereafter.

B. Grantors hereby convey to Land Trust an option to purchase an easement over and across the Property for the purpose of completing or furthering the Trail. The location of the Trail, and the terms restricting the use of the trail shall be established by the Land Trust, acting reasonably and in conformity with the letter and spirit of the conservation purpose of this Agreement, and after consultation with Grantors. The price to be paid for such easement shall be set by agreement of the parties, and failing agreement within 30 days of Land Trust's initial written offer, by appraisal of the fair market value thereof in accordance with paragraph C below. Land Trust shall pay all closing costs incident to such purchase (except excise tax which shall be paid by seller), and title to the easement shall be conveyed free and clear of all encumbrances except those conferred by this agreement. The option to purchase granted herein shall be fully assignable by Land Trust, and shall be binding upon Grantors and their successors and assigns, and shall run with the land constituting the Property.

C. In the absence of a different agreement between the parties, each party shall commission and pay for an appraisal of the Trail easement, which shall take into account the location thereof, and all restrictions imposed thereon. Each such appraisal shall be submitted to a neutral third party appraiser chosen by agreement of the parties' appraisers, who shall render his independent and binding decision based on the information and analysis contained in each party's appraisal. If a party does not submit its appraisal to the other party within the later of (i) 90 days after the Land Trust's initial offer, or (ii) within 15 days of the receipt of the other party's

appraisal, it shall be disregarded, and the value of the Trail easement shall be established by the appraisal of the party which did timely deliver its appraisal to the other, with review by the neutral appraiser. The fees of the neutral appraiser shall be borne equally by the parties. All appraisers shall be MAI certified, and shall have experience appraising conservation interests and rural property.

Section 2.3 Prohibited Uses. Grantors covenant and agree for themselves, their successors and assigns, that they, their successors and assigns, shall not:

A. Further subdivide any parcel of the Property. The property consists of four parcels indicated on attached Exhibit "D" as A, B, C and D. Lot A is the western 40 acres. Lot B is the eastern forty acres, less Lots C and D. Lot C, described by metes and bounds, comprises approximately 9.51 acres on which are located the Grantors' residence, several outbuildings, the pastureland, orchard and pond. Lot D, also described by metes and bounds, is approximately 1.95 acres on which are located additional outbuildings, a mobile home and a small portion of the pond and associated wetlands. Access to Lots A, C and D is obtained by crossing Lot B. [See Section 2.4 (A), (I) and (J), for easement provisions.]

B. Assign, devise or convey Lot B or Lot D without giving successor owner(s) of Lot C a right to purchase said Lot or Lots for the then fair market value determined by soliciting the opinion of three licensed real estate brokers, one each selected by the parties and the third by agreement of the first two realtors. In the event Lot C is acquired by Washington State Parks and Recreation or any other governmental agency whose management practices are approved by the Grantee, then state parks or said agency shall also acquire an option to purchase said Lots at a price determined by the parties at the time of the purchase of Lot C, said option to be exercised at any time up to and including the time Lot B or Lot D is offered for sale to a third party.

C. Construct a residential dwelling on Lot B unless as part of a park plan developed pursuant to Section 2.3(B).

D. With respect to the cutting of timber located outside the designated residential, agricultural and open areas,

i) Grantors and their successors in interest shall prune, cut and thin only that amount of timber which by prudent pruning, cutting and thinning will benefit the overall optimum growth of the forest land, bearing in mind the objective of maintaining diversity of species and quality

wildlife habitat. Such cutting shall be pursuant to a forest management plan ("plan") based on a 160 year rotation, prepared by a professional forester which is attached hereto as Exhibit E and incorporated herein by reference. Grantee shall have the independent authority to review the plan from time to time to assure it's implementation achieves Grantors' objectives. Any amendments and/or revisions to the plan shall be reviewed and approved in accordance with Section 6.5 hereafter.

ii) Any harvesting in furtherance of the plan shall be accomplished in a non-destructive manner. The intent of these restrictions is the preservation of maturing and mature forest and the associated wildlife on the land, and the creation of an enhanced forest environment.

iii) EXCEPT that nothing in the forest management plan shall prevent the clearing of an area not greater than five acres on Lot A for purposes of building a single family dwelling, appurtenant buildings, non-native plant and vegetable gardening, pastureland, and any other uses which are consistent with the reasonable enjoyment of the property for domestic uses.

iv) Grantors shall notify Land Trust in writing thirty (30) days prior to engaging in any activity pursuant to the forest management plan to afford Land Trust a reasonable opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement.

E. Fail to maintain the existing pasture land in accordance with sound, generally accepted agricultural practices necessary for the production of grass or grain crops or for the proper pasturing and grazing of livestock.

F. Fail to prevent forest encroachment in those presently existing open areas.

G. Fail to comply with any wetland plan prepared by a professional ecologist and approved pursuant to Section 6.5. Build, construct or install any structure within 200 feet of the pond and associated wetland.

H. Excavate or grade the Property except as necessary to exercise the rights reserved herein.

I. Remove surface or underground water for purposes other than on-site domestic use, nor impound or dam streams. Such restriction includes any alteration or manipulation of the pond and water courses located on the property, or the creation of new water impoundments or water courses for any purpose other than domestic use; except that upon the express approval of Grantee, programs designed to protect or

enhance the conservation value of the property through wetlands restoration, including renovation of the pond, or the establishment of new water courses may be permitted.

J. Fail to comply with applicable State and local regulations for sanitation and water pollution control. With respect to the pond, to cause eutrophication or other degradation of water quality through land use practices producing runoff, leaching, or erosion.

K. Explore for or extract minerals, hydrocarbons, soils, or other non-vegetative material except water from the property.

L. Allow any use of the Property that will materially alter the landscape or topography thereof.

M. Permit industrial or commercial activity on the Property, EXCEPT THAT nothing in this section shall prohibit reasonable, environmentally responsible brush picking and/or mushroom harvesting.

N. Use or permit the use of the Property for any purpose except as land utilized for the growth and harvest of timber, open space and natural habitat consistent with the stated purposes and covenants, restrictions, conditions, limitations and reservations of this grant.

Section 2.4 Express Uses Reserved by Grantors.

Grantors reserve the following rights with respect to the use of the Property.

A. Convey Lot A, except as subject to this Article II, together with an easement for ingress and egress over and across Lot B, following more or less that route described on Exhibit B attached hereto and incorporated herein by reference, PROVIDED THAT the preferred western access route described in Section 2.4(J) is not reasonably obtainable.

B. Convey any and all of Lots A, B, C and D subject to a mutual and reciprocal fire and/or pedestrian trail easement, the location to reasonably follow that route described on Exhibit B attached hereto.

C. Convey any and all of the Property to Washington State Parks and Recreation, or to any other governmental agency whose management practices are approved by the Grantee, for use as a park, subject to the terms herein regarding forest and wetland management, open space, pasture and habitat protection, and PROVIDED THAT:

i) the grantee approves the park development plan and commits to its implementation. Land Trust shall accept reasonable policies governing Washington State Parks with respect to its acceptance of a conveyance limiting park development. Land Trust shall approve only that park development plan which is in accordance with the highest standard of state park design principals.

ii) in the event the agency in succession is not State Parks, then grantee approves not only a park development plan but also its design quality and long term management plan, and commits to its implementation.

iii) insofar as it is possible to do so, construction of park facilities is restricted to the residential areas and contiguous cleared areas, specifically excluding the pastureland and wetlands, as described on Exhibit B hereto.

iv) areas outside residential and contiguous areas may be used to implement a park plan approved by Land Trust, provided that construction of roads, trails, structures and other facilities are confined to no more than 30% of the remainder of Lot A and Lot B, and that basic natural values are retained.

D. The right to construct one single-family dwelling and appurtenant structures necessary to domestic use of the Property on lot A limited by the terms of Section 2.3(D)(iii).

E. The right to maintain, improve, expand or replace the existing single-family dwelling and appurtenant buildings on lot C; provided that any expansion or replacement of an existing building, structure, or improvement has the prior approval of Land Trust, which approval shall not be unreasonably withheld.

F. The right to maintain, improve, expand or replace the existing buildings and/or the existing mobile home on lot D; provided that any expansion or replacement be subject to the approval of Land Trust, which approval shall not be unreasonably withheld, and that the right to have, maintain or replace a mobile home, on Lot D shall terminate at such time as title to Lot D is no longer held by Grantors or Grantors' children.

G. The right to increase the amount of arable land and open area land on Lots C and D in order to engage in additional agricultural uses of the Property; provided that any such expansion may not increase its present size by more than ten (10) percent without the prior approval of the grantee. For

purposes of this Easement, "agricultural uses" shall be defined as: breeding, raising, pasturing, and grazing livestock of every nature and description; breeding and raising bees, poultry and other fowl; planting, raising, harvesting, and producing agricultural, horticultural and forestry crops and products of every nature and description; and the primary processing, storage, and sale, including direct retail sale to the public, of crops and products harvested and produced principally on the Property.

H. The right to engage in any home business, subject to Grantee's approval, which approval shall not be unreasonably withheld.

I. The right to maintain, replace, or rebuild any structure upon the Property if such structure is damaged or destroyed by fire, storm or other casualty.

J. The right to construct upon Lot A a roadway not to exceed twenty-five (25) feet in width for vehicular and pedestrian access from the northern or western property line to the dwelling and accessory buildings constructed pursuant to Section 2.4 (A) above. Grantors prefer that access be obtained by this route which requires a grant of easement from third parties over and across contiguous property abutting the county road to the west or north. Prior to granting a purchaser of Lot A access via an easement reserved over and across Lot B, grantors or their successors shall exhaust all reasonable efforts to acquire the preferred access from the north or west.

K. The right to maintain and improve the existing roadways on Lot C and D, for vehicular and pedestrian access to the residential structures built thereon, and in the event the Property is developed as a park pursuant to Section 2.4 (C) above, the right to improve existing roadways throughout the Property in accordance with the development plan. Conveyance of Lot B shall be subject to a reservation of easement for ingress and egress benefitting Lots A (but see, Paragraph J of this section) C and D.

L. The right to take water from the Property or from any individual lot for domestic use upon the Property or lot and the right to construct, maintain, repair, and replace a water well, water pump, water pipelines, water collection devices, water storage tanks, and other improvement necessary for the collection and transportation of such water; provided that the removal of water construction or other work associated therewith shall not adversely affect the natural environment of the Property, including the spring located on Lot C and identified on Exhibit B, and that all necessary governmental permits shall first be obtained.

For reference only, not for re-sale.

M. The right to engage in wetlands restoration and/or enhancement involving, but not limited to, excavation, ditching, fencing, replanting native vegetation, eradicating invasive non-native or nuisance vegetation, creating buffer areas, and introducing fish stock; provided that all such activity is pursuant to a wetlands restoration and enhancement plan prepared by a professional wetlands biologist, and expressly approved by the grantee.

N. The right to cut random footpaths within the Property, which paths shall follow animal trails and old roads in order not to alter the appearance of the landscape or disturb the natural existing habitat. With respect to Lots A and B, the right to construct new roads reasonably required for fire access.

O. The right to install utility and telephone lines provided said lines are underground immediately adjacent to or under the road permitted upon each Lot pursuant to Section 2.3(D) above.

ARTICLE III RIGHTS, REMEDIES, DUTIES OF LAND TRUST

Section 3.1 Right to Enter. Grantors grant to Land Trust, in perpetuity, the right to enter on the Property on reasonable notice to Grantors, their successors and assigns, to observe and enforce compliance with the terms of the Conservation Easement.

Section 3.2 Grantee's Remedies. Grantee's rights under this section apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantors agree that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and Grantee shall be entitled to injunctive relief, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance. Grantee may enforce the terms of this Easement Agreement by proceedings in the Superior Court of the State of Washington.

A. In the event of a violation of any provision contained in this Article, after thirty (30) days' written notice of violation to Grantors, the Land Trust may take such action as it deems necessary to ensure compliance with the provision of this Conservation Easement, including restoration of the Property to its condition prior to violation of the terms of this easement; provided, however, that any failure to so act by the Land Trust shall not be deemed to be a waiver of any right, condition, covenant, or purpose of this Conservation Easement. The cost of restoring the Property to its prior condition shall be borne by Grantors, successors and assigns. In such case, the

costs of such restoration and Land Trust's expenses and costs of suit, including attorney's fees, shall be borne by Grantors or those of their successors or assigns against whom judgment is entered, or, in the event that Land Trust secures redress without a completed judicial proceeding, by Grantors or those of their successors or assigns who are otherwise determined to be responsible for the unauthorized activity.

B. Land Trust shall have the right to remove any building, structure, improvement or other things, built, erected or placed on the Property contrary to the purpose of this easement and the reservations of this easement, and shall have the right to prevent or prohibit any activity which is contrary to the stated purposes, terms, conditions, restrictions and covenants of this easement or may impair or destroy the scenic, open space, natural habitat or ecological values and qualities of the Property.

Section 3.3 Grantee Duty to Monitor. Land Trust acknowledges by acceptance of this Conservation Easement that Grantors' historical and present uses of the Property are compatible with the purposes of this Conservation Easement. In order to properly monitor future uses of the Property and assure compliance with the terms hereof, Land Trust shall refer to the Baseline Data which establishes the condition of the Property as of the date of this Easement, and shall update the data on a periodic basis. At the time of the signing of this Easement, it is agreed that an annual aerial photograph may be taken of the property as an effective means of monitoring activities.

ARTICLE IV. GRANTOR'S RESPONSIBILITIES

Section 4.1. Costs and Liabilities. Grantors agree to bear all costs and liabilities of operation, upkeep and maintenance of the Property including but not limited to maintaining premises liability insurance EXCEPT THAT any public agency which is the grantee of a pedestrian right of way easement as described in Section 2.2(i) shall maintain liability insurance naming Grantors and Land Trust as additional insured and indemnify, defend and hold harmless Grantors and Land Trust from any and all claims arising from the easement grant. Grantors shall keep the property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantors.

Section 4.2 Hold Harmless. Grantors agree to indemnify, defend and hold harmless Land Trust from any and all liability arising out of the use and ownership of the Property, including the obligations arising out of section 3.2 above.

Section 4.3 Taxes. Grantors further agree to pay any and all real property taxes and assessments levied on or assessed against the property by competent authority.

Section 4.4. Notice. Grantors shall notify Grantee in writing prior to exercising any right which may impact the conservation interests associated with this Easement in time to afford Grantee a reasonable opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement.

ARTICLE V. FUTURE INTERESTS

Section 5.1 Successors and Assigns. The rights and obligation of the parties hereunder shall run with the land and shall inure to the benefit of and be binding upon the heirs, transferee and assigns of the parties hereto.

Section 5.2 Assignability. Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under RCW 84.34.210 (or any successor provision then applicable). As a condition of such transfer Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out.

Section 5.3 Executory Limitation. In the event Grantee or its successor dissolves or ceases to qualify as an organization under Section 170(h) of the Internal Revenue Code or 1954, and a prior assignment is not made pursuant to Section 2.8, then Grantee's rights and obligations under this Agreement shall become immediately vested in a Puget Sound-based land trust willing and able to assume the duties and responsibilities of this agreement. If a Puget Sound-based land trust does not exist or refuses such rights and obligations, then the rights and obligations under this Agreement shall vest in such organization as a court of competent jurisdiction shall direct with due regard to the requirement for an assignment pursuant to Section 5.2 above.

Section 5.4 Subsequent Transfers. Grantors agree to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the property, including, without limitation, a leasehold interest. Grantors further agree to give written notice to grantee of the transfer of any interest at least thirty (30) days prior to the date of such transfer. The failure of grantors to perform any act required by this paragraph shall not

impair the validity of the easement or limit its enforceability in any way.

Section 5.5 Extinguishment. If circumstances arise in the future such as render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Washington law at the time, in accordance with section 5.5(A)

A. Proceeds. This Easement constitutes a real property interest immediately vested in Grantee, which for the purposes of paragraph 5.5, the parties stipulate to have a fair market value determined by multiplying the fair market value of the property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the property, without deduction for the value of Easement, at the time of this grant. The values at the time of this grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 179(h) of the Internal Revenue Code of 1954, as amended. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

Section 5.6 Condemnation. If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law.

ARTICLE VI. GENERAL PROVISIONS

Section 6.1 Subject to Condition of Record. This grant is subject to all rights, covenants, conditions, easements and other matters of record.

Section 6.2 Attorney's Fees. In the event of litigation between the parties hereto, declaratory or otherwise, in connection with this Easement the prevailing party shall recover all costs and attorneys' fees actually incurred, including on appeal.

Section 6.3 Savings Clause. In the event that any of the provisions contained herein are declared invalid or unenforceable in the future, all remaining provisions shall

remain in full force and effect.

Section 6.4 No Waiver. The failure of any party hereto to enforce any right or obligation hereunder shall not be deemed to be a waiver of such right or obligation.

Section 6.5 Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantors and Grantee are free to jointly amend this Easement; provided that no amendment shall be allowed that will affect the qualification of this Easement or the status of Grantee under any applicable laws, including RCW 84.34.210 or Section 170(h) of the Internal Revenue Code of 1954, as amended, and any amendment shall be consistent with the purpose of this Easement and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Pierce County, Washington.

Section 6.7 Recordation. Grantee shall record this instrument in timely fashion in the official records of Pierce County, Washington, and may re-record it at any time as may be required to preserve its rights in this Easement.

Section 6.8 Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provision of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

Section 6.9 Entire Agreement. This Easement contains the entire understanding between the parties and supersedes any prior understandings and agreements between the parties hereto as to the subject matter hereof. No amendment or supplement to this Easement shall be valid or effective unless executed by the parties hereto, or their respective successors and assigns, and recorded in the real estate records of Pierce County, Washington.

Section 6.10 Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantors and Land Trust have executed this Grant of Conservation Easement in duplicate this 19th day of December, 1993.

For reference only, not for re-sale.

Robert V. Lind

ROBERT V. LIND

Nancy C. Lind

NANCY LIND

Douglas B. Murphy

PENINSULA HERITAGE LAND TRUST
by its PRESIDENT, _____

For reference only, not for re-sale.

State of Washington)
) ss
 County of Pierce)

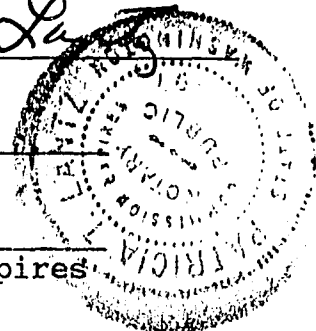
I certify that I know or have satisfactory evidence that ROBERT V. LIND and NANCY LIND are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

12/19/93
 Dated

Patricia J. Lantz
 Signature

Notary
 Title

6/12/97
 My Appointment Expires



State of Washington)
) ss
 County of Pierce)

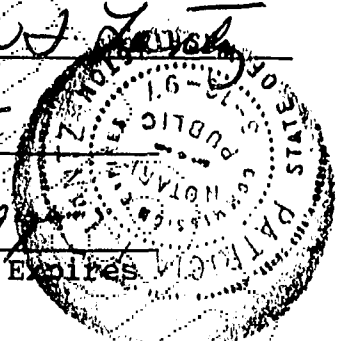
I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the PRESIDENT of THE PENINSULA HERITAGE LAND TRUST, a non-profit corporation incorporated under the laws of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

12/19/93
 Dated

Patricia J. Lantz
 Signature

Notary
 Title

6/12/97
 My Appointment Expires



For reference only, not for re-sale.

Order No. 350093

D-E-S-C-R-I-P-T-I-O-N

PARCEL "A":

The Southwest quarter of the Northwest quarter of Section 26, Township 21 North, Range 1 West of the Willamette Meridian, in Pierce County, Washington.

PARCEL "B":

The Southeast quarter of the Northwest quarter of Section 26, Township 21 North, Range 1 West of the Willamette Meridian, in Pierce County, Washington.

EXCEPT commencing at the Southeast corner of the Southeast quarter of the Northwest quarter of said Section 26; thence along the South line West 400 feet to the point of beginning; thence continuing along said line West 475 feet; thence North 725 feet; thence East 300 feet; thence North 400 feet; thence East 175 feet; thence South 1,125 feet to the point of beginning;

ALSO EXCEPT beginning at a point 400 feet West and 295 feet South of the Northeast corner of the Southeast quarter of the Northwest quarter of said Section 26 and being a point on the East line of herein described Parcel "C"; thence East 200 feet; thence South 200 feet; thence West 50 feet; thence South 300 feet; thence West 150 feet to the East line of Parcel "C"; thence North along said East line to the point of beginning.

PARCEL "C":

Commencing at the Southeast corner of the Southeast quarter of the Northwest quarter of said Section 26; thence along the South line West 400 feet to the point of beginning; thence continuing along said line West 475 feet; thence North 725 feet; thence East 300 feet; thence North 400 feet; thence East 175 feet; thence South 1,125 feet to the point of beginning, in Pierce County, Washington.

PARCEL "D":

Beginning at a point 400 feet West and 295 feet South of the Northeast corner of the Southeast quarter of the Northwest quarter of said Section 26 and being a point on the East line of herein described Parcel "C"; thence East 200 feet; thence South 200 feet; thence West 50 feet; thence South 300 feet; thence West 150 feet to the East line of Parcel "C"; thence North along said East line to the point of beginning, in Pierce County, Washington.

Exhibit A

9401030365

For reference only, not for re-sale.

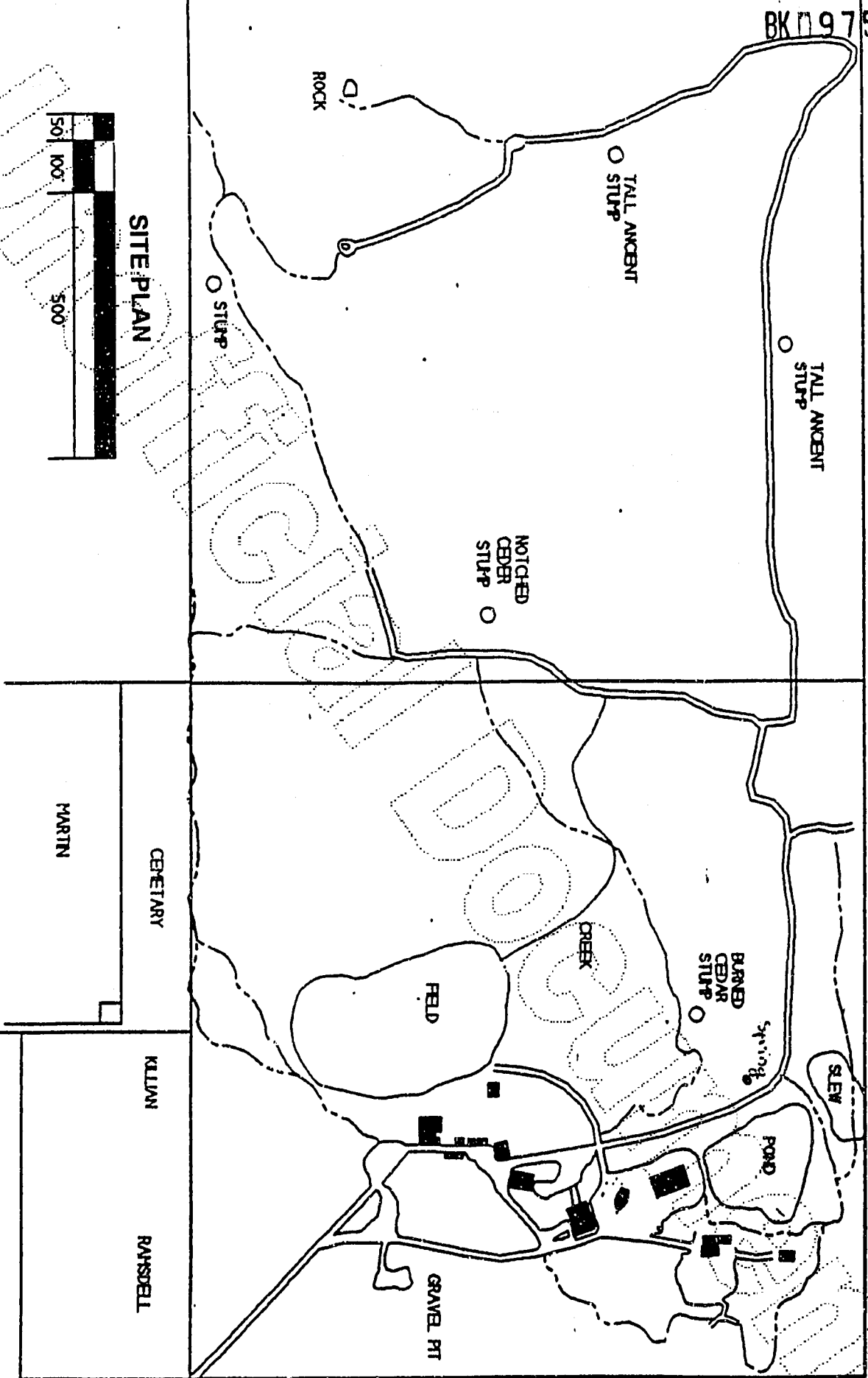
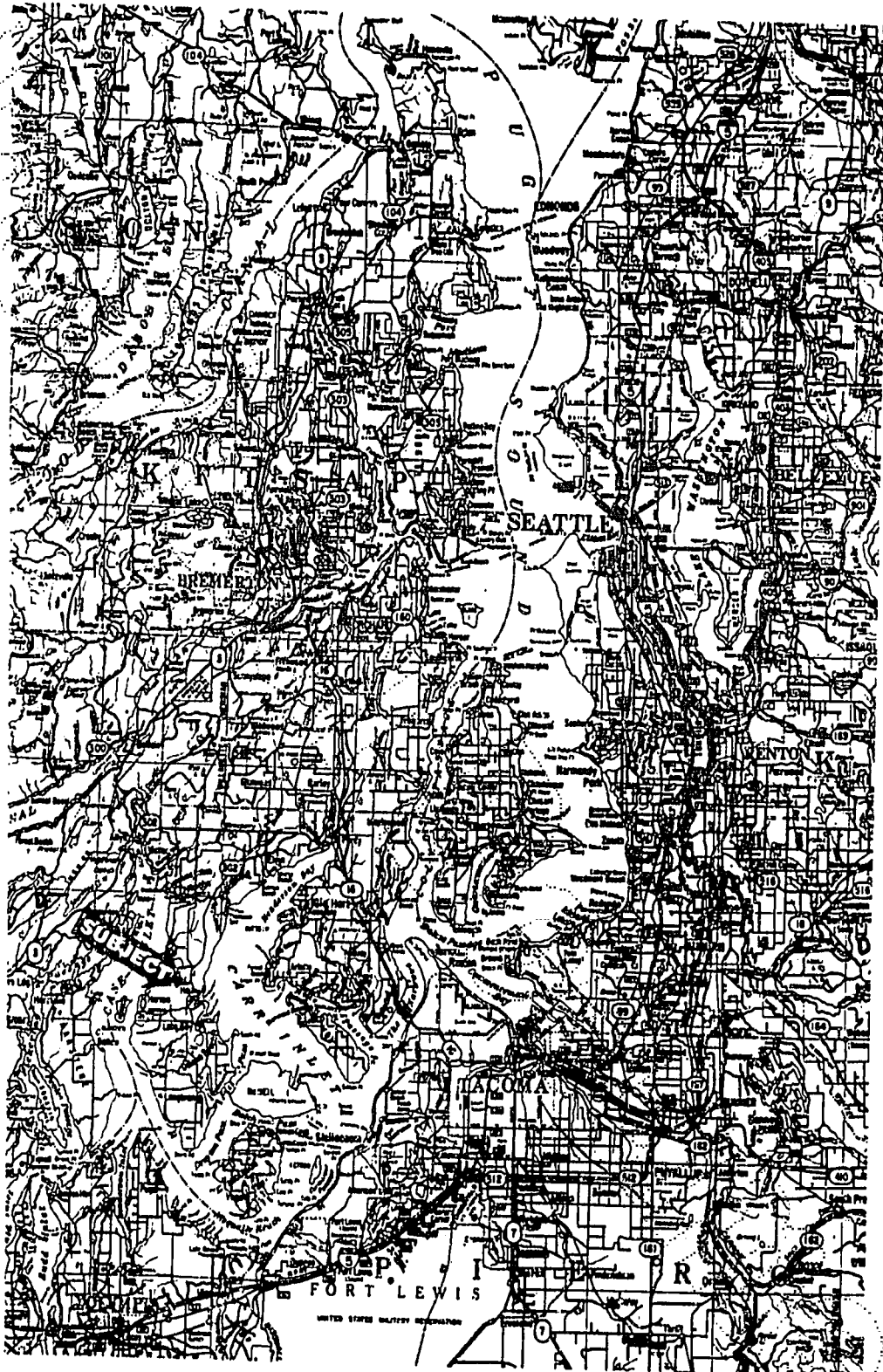


Exhibit B

9401030365

For reference only, not for re-sale.



AREA MAP

Exhibit C

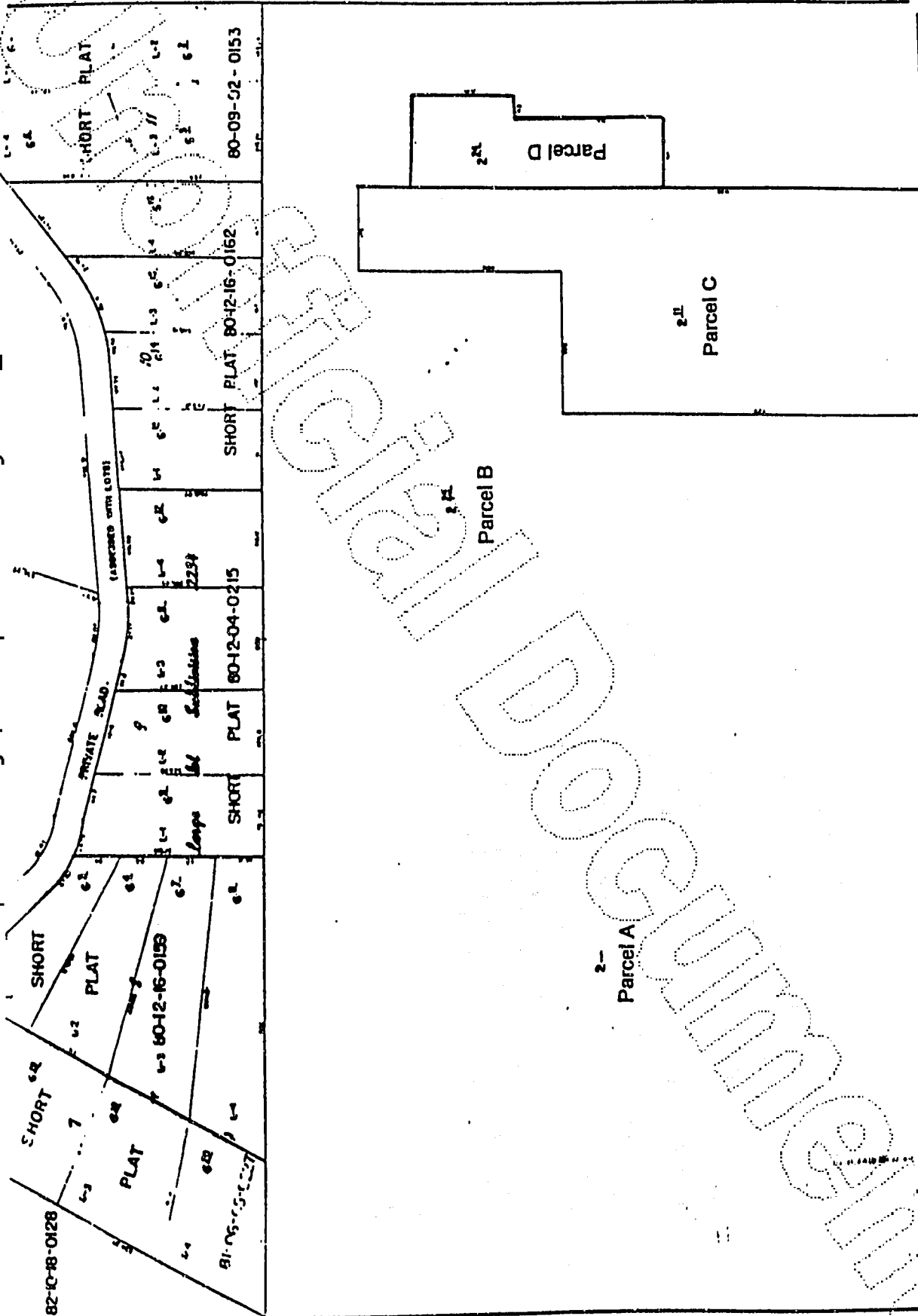
9401030365

AUDITOR'S NOTE

LEGIBILITY FOR RECORDING AND COPYING UN
SATISFACTORY IN A PORTION OF THIS INSTRU
MENT WHEN RECEIVED.

For reference only, not for re-sale.

For reference only, not for re-sale.



SUBJECT PROPERTY

103

NW 26

T 21

R 1 W

FPD 16.

SCHOOL 401.

ROAD 3.

SCALE 1" = 1/4"

FOREST STEWARDSHIP MANAGEMENT PLAN
ROBERT AND NANCY LIND PROPERTY
LAKEBAY, WASHINGTON

By

Donald R. Thebe
Forest Stewardship Coordinator
South Puget Sound Region
Department of Natural Resources
P.O. Box 68
Enumclaw, Washington 98022
(206) 825-1631

August 1993

Signed copy
Exhibit E

9401030365

**FOREST STEWARDSHIP MANAGEMENT PLAN
ROBERT AND NANCY LIND PROPERTY
LAKEBAY, WASHINGTON**

1.0 INTRODUCTION -

As a private forest landowner, you qualify to participate in the Forest Stewardship Program, sponsored by the Washington Department of Natural Resources in cooperation with the Washington Department of Wildlife. The goal of the program is to offer technical assistance in applying environmental and economic resource management principles to non-industrial private forest lands. The aim of the Forest Stewardship Program is to provide direct benefits to the landowner, and to society in general.

This Forest Stewardship Management Plan is tailored to your goals for your property. Stewardship means maintaining, enhancing, and protecting clean water and air, soil conditions, and the well-being of fish and wildlife; providing quality outdoor recreation; and providing a continuous supply of forest products.

This plan discusses methods for achieving your Stewardship objectives. Enrollment in the Forest Stewardship Management Program when you sign this document and approve the plan.

Congratulations and welcome to the program!!!

2.0 LANDOWNER'S STEWARDSHIP OBJECTIVES GOALS -

2.1 To promote a balance of wildlife habitat together with recreation and forest management activities.

2.2 To care for forest on a long-term sustainable basis by considering long rotations between any timber harvesting.

2.3 Have a park system eventually take over the site to provide long-term protection of the site, as well as provide various recreational opportunities for the public.

2.4 Create a demonstration forest for school children to study forests, and forestry as practiced on this land.

3.0 SITE DESCRIPTION -

3.1 Ownership - The property is owned by Robert and Nancy Lind, P. O. Box 252, Lakebay, Washington 98349, telephone (206) 884-3347.

3.2 Location - The property is located on the Longbranch Peninsula in Pierce County, Washington. From State Highway 16, take the Purdy Exit to Route 302 and on to Key Center. From Key Center continue traveling south on Route 302 toward Home for approximately five miles to 8th Street. Turn right (west) on 8th Street to the end of the road. Continue up gravel driveway to

9401030365

house.

3.3 Legal Description - The property is described as the South half, of the Northwest quarter of Section 26, Township 21 North, Range 1 West, Willamette Meridian, in Pierce County, Washington. The property is 80 acres in size.

3.4 Soils - The following soils information is from the State Soil Survey, Report for the South Puget Sound Area prepared by the Division of Forest Land Management of the Department of Natural Resources, Olympia, Washington. The report was released during 1982.

The soils found on your property are:

- (1) Harstine Gravelly Sandy Loam, 6 to 30 percent, 65 acres;
- (2) Indianola Loamy Sand , 6 to 15 percent, 3 acres;
- (3) Indianola Loamy Sand, 15 to 45 percent, 7 acres;
- (4) Norma Fine Sandy Loam, 3 acres; and
- (5) Bow Silt Loam, 8 to 15 percent, 2 acres.

Enclosed are descriptions for each of these soils. In general, your soils are good for the growth of Douglas-fir, and many other trees and minor vegetation.

3.5 Property Overview - Land development of forested land on the Longbranch Peninsula is common today and will be expected to increase in the future. Land, such as yours, will become more and more important over time, as wildlife habitat and other forest resources demise. The value of the land for related resources is considered by you to be far greater than that of the extractible resources.

The property contains a good trail and an old road system. There are several buildings and storage units on the property. There is an one acre pond, and a three acre field, both located near the main home site. The owners' two sons also have living space on the property. Approximately ten acres of the 80 acres are developed with home sites, barns, roads, etc.

4.0 RESOURCE DESCRIPTION AND RECOMMENDATIONS -

4.1 Resource Category I: Forest Health - Your forest is in excellent condition. There are no major signs of laminated root rot or other diseases. No signs of the 1992 drought stress were noticed either. The forest stands all seem to be doing very well. As the home site lots are developed along the west boundary I would expect to see an increase in the number of wind-thrown trees. The wind thrown trees will normally blow over toward the east.

4.2 Resource Category II: Timber and Wood Products - There at least three different major timber stand found on the property. Located on the western side of the property is a stand of natural

9401030365

Douglas-fir which is approximately 48 years old, and 22 acres in size. In the center of the property is a stand of red alder which is approximately 50 years old, and 30 acres in size. In the east side of the property is another stand of Douglas-fir which is approximately 60 years old, and 18 acres in size.

Other tree species found on the property include black cottonwood, Pacific madrone, western hemlock, cascara, bigleaf maple, and western redcedar.

Shrub vegetation on the property include salal, elderberry, evergreen huckleberry, salmonberry, sword fern, and Oregon grape.

For reference only, not for re-sale. The Douglas-fir stands can be managed on a long-term basis without any problems. For example, the property now has approximately 40 acres of Douglas-fir stands. With a 160 year rotation you could harvest two to three acres each decade and still maintain a stand that has some trees up to 160 years of age. At this point of time, your older trees are only 60 years old and must be managed in a way that will allow a structure that will approach this age distribution. This will take a rotation or two to establish, but it is possible.

In managing your Douglas-fir, I would suggest using a selection cut system where approximately 10 to 20 stems per acre are retained for shade and for wildlife. The trees left on the site could be left evenly over the site or they can be grouped. For several reasons I would recommend grouping your leave trees. The reasons include protecting the leave trees from wind damage, and for better wildlife habitat.

Your red alder stands, which are approximately 30 acres in size, can not be managed on a long term basis. Red alder is a pioneer species that will fall apart well before the stand is 60 years old. The alder can be cleared off, in units from an acre or two, to all of the alder acres on the property. I recommend unit sizes from one to five acres. The larger the unit, the more efficient will be your management costs per acre. An alternative way to manage your red alder stand would be just let nature do its thing and plan only to salvage blow down that can be easily reached. In this case I would recommend that you plant the red alder site as soon as possible with western redcedar seedlings. In this way the site will be always covered with trees. Western redcedar will grow well in the current red alder area.

Your property is generally considered to be a Douglas-fir Site Index 122 (i.e. 122 feet in total height at age 50 years), and should produce at least 4,000 board feet per acre per decade.

4.3 Resource Category III: Soils - Care must be taken to protect the soils found on your property. With the normal operations that you are currently doing on the property little, or no, damage will be done to your property. If further operations are done where roads may need to be built, or improved, culverts and

gravel will probably needed.

4.4 Resource Category IV: Water Quality, Riparian and Wetland Areas - The water type on your land is type 5 and is not significant. It is, however, important to both you and society in general. Wetlands provide excellent habitat for many mammals and birds found in this area, as well as providing flood protection. I am enclosing a copy of several booklets, including: "Wetland Regulation Guidebook" and "At Home with Wetlands", published by the Washington State Department of Ecology, and "A Guide to Stream Corridor Revegetation in Western Washington", by the Thurston Conservation District.

4.5 Resource Category V: Fish and Wildlife Habitat - Dead trees (i.e. snags) are important habitat structures for wildlife, including both birds and mammals. Where possible all remaining snags should be left standing (and you do have some excellent snags that are 50 to 60 years old since they died), and living trees should be set aside to become green snag recruitment for the future. On each acre, ideally, there should be three snags, three green recruitment trees, and two downed logs should remain at all times. The snags and green recruitment trees should be the largest available, with a minimum of 15 inches in diameter at breast height ("dbh", measured at a point 4.5 feet above the high ground), and 40 feet in length.

Downed wood is necessary for many wildlife species, including amphibians. Downed logs can be poorer quality logs that would have rather poor economic returns. They should be as large as possible, preferably a minimum of 17 inches in diameter and 20 feet in length.

4.6 Resource Category VI: Threatened and Endangered Species and Cultural Resources - There are no known threatened or endangered plant or animal species on your property.

4.7 Resource Category VII: Aesthetics and Recreation - The aesthetics of your property will continue to increase over time. Little work can be done to your Douglas-fir stands to improve the aesthetics. The Douglas-fir stand on the west side of the property is in what is termed the "Stand Exclusion Stage". This is where several of the existing trees are dying, and the surviving trees will grow larger - expressing differences in height and diameter. This process could be speeded up by cutting suppressed trees, but nature is doing this now, only slower. I would not recommend rushing this process along. The work will probably not be worth the effort, the results should be the same.

Your red alder stand will need attention, however. Red alder is a short-lived species, that matures between 50 and 60 years of age. Red alder should normally be harvested before they are 50 years old. Such an operation can be done in several ways from small one to three acre cuttings, to one larger cut where all of the red alder is cut at one time. Harvesting, if done, should be done by

For reference only, not for re-sale.

clearcutting.

There are advantages and disadvantages to whatever cutting method you might use. We can discuss these if you decide on what you may wish to do. Following the logging your soil should be scarified to expose mineral soils, and brush should be piled in small (10 to 12 feet by 4 feet) piles. The land should be replanted with species that will grow well and meet your objectives. I would recommend that you consider replanting with two- to three-year old Douglas-fir seedlings at 10 feet spacing. This spacing results in approximately 435 trees per acre. Brush control may be an important practice that will need to be done during the first five years following the cutting. The number of trees per acre will need to be reduced from age 12 onward to favor the forest growth into the future.

The planting of native species for wildlife habitat can be done in the clearings if you wish. Species that might be considered are: Pacific yew, vine maple, western redcedar, and Oregon ash.

5.0 MANAGEMENT TIMETABLE -

5.1 1993-

- Select and mark on the ground a small (i.e., 3 ac.) area of red alder to be harvested. Remove all trees via timber sale or for personal use. Scarify soil and pile brush.
- Plant DF seedlings during February or early March. Or simply plant WRC below the red alder and not remove the red alder.
- Check the plantation for survival, replace those that have not survived by replanting during December.

1994-2002

- Repeat above for other parcels of red alder, and continue the same process.
- Check for brush control problems on first plantation, if necessary hand cut brush away from seedlings.
- Thin older Douglas-fir stands to enhance stands to develop as old growth. This process will probably take several thinnings and many years.

6.0 RESOURCE SUMMARY CHECK LIST - See attached chart.

9401030365

7.0 PLAN PREPARED BY -

7.1 Donald R. Theoe, 8-27-93
Signature DateDonald R. Theoe
Forest Stewardship Coordinator

8.0 LANDOWNER'S SIGNATURES -

8.1 We intend to manage this property in a manner consistent with the objectives of the Forest Stewardship Program, and plan to implement this Plan to the best of our ability.

Robert V. Lind, 9/3/93
Signature DateNancy C. Lind, 9-3-93
Signature Date

8/27/93, File: DSTEW.21R

For reference only, not for re-sale.

9401030365



Meeting: August 9, 2021

Item # 13a

To: Board of Park Commissioners

From: Tracey Perkosky, Executive Director

Date: August 9, 2021

Subject: Approval of Revised Partnership Agreement with Key Peninsula Historical Society

Background

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

In February 2021, the Board approved an agreement with the Key Peninsula Historical Society (KPHS) to provide digital learning lessons for youth. At that time, schools were closed to most in-person learning as was the museum location. During this time Pierce County was in the original and new "Phase 2". Unfortunately, the original agreement was lost in the mail while some level of re-opening was ongoing. During this time, it was determined that the original project for virtual school learning was no longer as useful as originally believed since it was planned for the 2021-22 School Year. As such a revised agreement is proposed with 2 new projects.

The KPHS will extend their current display of "Pioneer Women Who Dared – A Woman's Work was Never Done (Phase II) for 2022". This is an expanded version of the current display covering the time period of 1920-1950, and will cover the coming of electricity to the KP, the Egg Co-op and its influence on their lives, the depression and the work that women on the Key Peninsula did for the World War II effort. There will be a display about the cootiette and will also include a PowerPoint display that can be made available to the public, and information on the KPHS website.

KPHS will also produce six (6) history lessons on Wauna, Vaughn, Key Center, Lakebay, Home and Longbranch. These will be a family-oriented auto-based scavenger hunt. The participants will pick up a packet at the KPHS museum for whichever community they would like to learn about. They will drive to that community and take a tour of 4 different sites. At the back of the packet will be a questionnaire about what they have learned about the area. When finished with the hunt, they can return to the museum during open hours (T & Th, 1-4:00pm) and collect a prize. These packets will also be available to download from the KPHS website and provided to Key Pen Parks for inclusion on the Key Pen Parks website.

Recommended Action: Approve the partnership agreement with the Key Peninsula Historical Society.

Attachment 1: Agreement between Key Pen Parks and Key Peninsula Historical Society

CONTRACT FOR HISTORICAL SERVICES/DIGITAL PROJECT BETWEEN
KEY PENINSULA METROPOLITAN PARK DISTRICT
AND
THE KEY PENINSULA HISTORICAL SOCIETY

THIS CONTRACT FOR A HISTORICAL PROJECT, entered into this ____ day of August 2021 by and between the Key Peninsula Metropolitan Park District, a municipal corporation ("Key Pen Parks") and the Key Peninsula Historical Society, a Washington non-profit corporation (the "KPHS"), by which KPHS agrees to provide services to create and provide an expanded version of the "Pioneer Women Who Dared – A Woman's Work was Never Done (Phase II) for 2022" and an auto-based scavenger hunt of local history either for in person or virtual viewing and provide access to the residents within Key Pen Parks' jurisdiction.

RECITALS

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

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

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

WHEREAS, KPHS provides historical exhibit facilities and programs on the Key Peninsula to the residents of the Key Peninsula; and

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

WHEREAS, Key Pen Parks and KPHS find it mutually beneficial and in the public interest for Key Pen Parks to contract with KPHS for services related to the creation of a historical project and access for residents.

NOW, THEREFORE, KEY PEN PARKS AND KPHS hereby agree as follows:

CONTRACT

1. Purpose. Key Pen Parks and KPHS each have facilities and offer programs for the benefit of their constituents and members. Key Pen Parks is hereby contracting with KPHS to provide residents and visitors of the Key Peninsula the opportunity to use the Key Peninsula Historical Society Museum facility free of charge as well as research resources for their own use.

2. Project. KPHS will provide two projects as a revision to the projects proposed during the February 2021 Board of Park Commissioners Regular Meeting.

The KPHS will extend their current display of "Pioneer Women Who Dared – A Woman's Work was Never Done (Phase II) for 2022". This is an expanded version of the current display covering the time period of 1920-1950, and will cover the coming of electricity to the KP, the Egg Co-op and its influence on their lives, the depression and the work that women on the Key Peninsula did for the World War II effort. There will be a display about the cootiettes and will also include a PowerPoint display that can be made available to the public, and information on the KPHS website.

KPHS will also produce six (6) history lessons on Wauna, Vaughn, Key Center, Lakebay, Home and Longbranch. These will be a family-oriented auto-based scavenger hunt. The participants will pick up a packet at the KPHS museum for whichever community they would like to learn about. They will drive to that community and take a tour of 4 different sites. At the back of the packet will be a questionnaire about what they have learned about the area. When finished with the hunt, they can return to the museum during open hours (T & Th, 1-4:00pm) and collect a prize. These packets will also be available to download from the KPHS. The packets will be shared with Key Pen Parks and may be added to the Key Pen Parks website.

3. Access and Use: All households within the Key Pen Parks' District are eligible to attend for free admissions during any hours of ordinary operation between February 2021 and November 2021. KPHS does encourage membership from the community. Key Pen Parks' recognizes that the public health restrictions on facilities and impacts from volunteers may impact the operation of the facility. As a result the operating hours may be limited or the museum may not open at all due to the pandemic.

4. Responsibilities. KPHS shall be solely responsible for all costs associated with the operation, technology, maintenance, repair, and/or improvement of the Project.

5. Payment. Key Pen Parks shall pay to KPHS for access to the Project as well as research services during Project development the total sum of Two Thousand Five Hundred Dollars (\$2,500.00) payable in two (2) equal installments as follows:

- i. \$1,250 within thirty (30) days of written notice of Project starting and providing an invoice
- ii. \$1,250 in October of 2021 with a report on the Project created and providing an invoice

6. Default.

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

- i. Commencing on September 15, 2021, and at any time thereafter the Project is not open to the public, either in-person or virtually via electronic means unless the closure is a result of fire or natural disaster.
- ii. Commencing on September 15, 2021, and at any time thereafter the Project is used for any purpose in violation of state, federal, or local statute or ordinance or other applicable law.

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

8. Acknowledgments. KPHS shall include language that acknowledges Key Pen Parks' funding contribution in any release or other publication referencing donors and collaborators. KPHS shall post one electronic slide/sign of significant prominence that acknowledges Key Pen Parks funding

contribution. All materials, signs and digital links specific to the Project shall include the text Key Pen Parks and its associated logo.

9. Reporting and Inspection.

- A. KPHS shall provide to Key Pen Parks a written report on annual basis by January 31, 2022 following the conclusion of contracted services relating to:
 - i. The number of teachers and community members who downloaded the Project.
 - ii. The number of volunteer hours contributed by KPHS volunteers
- B. At a regular meeting of Key Pen Parks Board of Park Commissioners KPHS shall provide a complete summary in writing and/or orally of the items listed in subsection 9.a. above for 2021.
- C. KPHS agrees to allow Key Pen Parks to review and promote the digital Project.

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

11. Hold Harmless and Indemnity.

A. By Key Pen Parks.

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

B. By KPHS.

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

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

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

13. Disputes. In the event of a dispute between Key Pen Parks and KPHS regarding the use of the Project under this Contract, Key Pen Parks Executive Director and KPHS President or their designated

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

14. Notices.

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

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

B. All written communications which are to be given to KPHS under this Contract will be addressed and delivered to:

Key Peninsula Historical Society
PO Box 577
Vaughn, WA 98394
Attn: Board President

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

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

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

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

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

KEY PEN PARKS

KEY PENINSULA HISTORICAL SOCIETY

Tracey Perkosky, Executive Director

Cathy Williams, Board President



Meeting: August 9, 2021

Item # 13b

To: Board of Park Commissioners

From: Tracey Perkosky, Executive Director

Date: August 9, 2021

Subject: Adoption of Resolution 2021-06 Authorizing Disposition of Surplus Property

Background

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

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

Recommended Action: Adopt Resolution R 2021-06 to Declare Surplus Property and authorize the Executive Director to dispose of the property through sale, donation or other disposal.

Attachment 1: Resolution R 2021-06 to Declare Surplus Property and Authorize Disposition

Key Peninsula Metropolitan Park District
Dba Key Pen Parks



Resolution No R 2021-06

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

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

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

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

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

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

PASSED AND ADOPTED by Board of Park Commissioners of Key Pen Parks at a Regular Meeting held via Zoom due to the Covid-19 pandemic held this 9th day of August 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"

Item	Model/Serial #	Reason
2 Digital Roadside Reader Boards	No Serial Number Found.	No use for agency. Malfunctioning equipment.
1 Refrigerator/Freezer	Whirlpool Side by Side Refrigerator and Freezer	No use for agency. Malfunctioning equipment.
1 Refrigerator/Freezer	GE Profile Refrigerator and Freezer (Top Freezer Style)	No use for agency. Malfunctioning equipment.
1993 Ford Pick-up Truck	F-250 VIN (last 4) #9681	Repair cost exceeds value.
1 Loud Speaker	Harbinger 15" 600 watt loud speaker	No use for agency. Malfunctioning equipment.
1 Hay Ladder/Elevator	No brand found. No serial number found	No use for agency. Left in Gateway Barn during acquisition
1 Broken Slide from Home Park Playground	NW Playground item.	No use for agency. Malfunctioning equipment.
2 Outdoor Propane Heaters	No brand found. No serial number found.	No use for agency. Left in Gateway Barn during acquisition.



Meeting: August 9, 2021

Item # 13c

To: Board of Park Commissioners

From: Tracey Perkosky, Executive Director

Date: August 9, 2021

Subject: Direction on Joint Use Agreement for Transfer Station Property

Background

During the 2021 budget process and information gathering leading up to an adopted budget, there were several education conversations with then new Executive Director on the non-renewal of the lease agreement with Pierce County for the land adjacent to Volunteer Park and the transfer station. At that time, the only records that could be located showed that the lease had expired. Therefore, no action was taken to renew the lease and the annual fee was eliminated from the proposed 2021 budget.

Earlier this calendar year, Key Pen Parks received the annual invoice from Pierce County and subsequent discussions produced the Joint Use Agreement. As such the District paid the \$1100 fee for the year. Per the Agreement, the District can build and maintain approved trails, interpretive signage and fencing for safe public use of the property.

The fees increase slightly every five years with the next increase in 2024. Cancellation is possible with 60 days written notice. The Executive Director is seeking direction on the joint use agreement and, specifically, if there is direction on agreement termination.

Recommended Action: Provide direction on the Joint Use Agreement

Attachment 1: Joint Use Agreement between Pierce County and Key Pen Parks, Contract No 14-92116

JOINT USE AGREEMENT

This Joint Use Agreement (hereinafter "Agreement") is made and entered into as of the Effective Date (defined in Section 29 below) by and between PIERCE COUNTY, a municipal corporation and political subdivision of the state of Washington (hereinafter "County" and KEY PENINSULA METROPOLITAN PARK DISTRICT, (hereinafter "District"). County and District may hereinafter be referred to collectively as "Parties" or individually as a "Party."

RECITALS

WHEREAS County owns Tax parcel 0021132018, a 72.6 acre property which contains a solid waste transfer station, recycling drop-site, an inactive solid waste landfill, and undeveloped land, all situate within the Key Peninsula in Pierce County, Washington (hereinafter "County Parcel"); and depicted for reference purposes only in the survey and ortho-photograph attached as Exhibits A and B; and

WHEREAS a 17.2 acre portion of the County Parcel, as is legally described in attached Exhibit C, is formally identified as necessary and integral to County solid waste operations (hereinafter "Transfer Station"), and which is depicted for reference purposes only as that portion of the County Parcel contained within the red-dash line in the survey and on the ortho-photograph attached as Exhibits A and B; and

WHEREAS District owns adjacent tax parcel 0021132017 (hereinafter "Park"); and

WHEREAS County desires to allow the District the right to use a 55.4 acre portion of the County Parcel exclusive of the Transfer Station (hereinafter "Premises"), and District desires to obtain permission from the County to use the Premises for recreation purposes, and more specifically, a non-motorized trail system linked to its adjoining Park, provided such recreation activities do not interfere with County's use of the Premises; and

WHEREAS RCW 43.09.210 requires that "[a]ll service rendered by, or property transferred from, one department, public improvement, undertaking, institution, or public service industry to another, shall be paid for at its true and full value by the department, public improvement, undertaking, institution, or public service industry receiving the same, and no department, public improvement, undertaking, institution, or public service industry shall benefit in any financial manner whatever by an appropriation or fund made for the support of another".

NOW THEREFORE, for and in consideration of the mutual promises set forth herein and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, County and District agree as follows.

AGREEMENT

1. Incorporation of Recitals. The above recitals are true and correct and incorporated herein by this reference as if fully set forth.

2. Joint Use of Premises. County hereby grants, and the District accepts Permission to the joint use of the Premises, upon the terms, covenants and conditions set forth in this Agreement.

3. Term. The term of this Agreement (hereinafter "Term") shall commence on the latter of April 1, 2014 or the Effective Date as defined in Section 30, below, (hereinafter "Commencement Date"), and run for a term of 120 months. County grants the District an option to extend the original Joint Use Agreement for two separate extension terms of sixty months each by written notice provided at least 90 days prior to the expiration of the then effective term. The total Term of this Agreement shall not exceed 240 months. Should the parties desire to continue a relationship regarding the Premises after the expiration of the Term of this Agreement, a new and separate agreement must be negotiated and executed.

4. Termination. Either Party may terminate this Agreement by giving written notice to the other Party sixty (60) calendar days or more prior to the termination date. No portion of the Annual Administrative Fee shall be refunded due to termination.

5. Annual Administrative Fee. In lieu of rent, and in recognition that the County incurs expenses, including management of this agreement, inspection, survey, review of proposals, etc., in order to facilitate the District's desire to jointly use the Premises, District agrees to annually pay an administrative fee to the County. Beginning on the Commencement Date and continuing on the first day of January each and every year thereafter, District shall pay to County, in advance, without deduction, offset, prior notice or demand, the Annual Administrative Fee as set forth below (hereinafter "Fee").

5.1 Fee Schedule. Following an initial Fee of \$4176.53 due on the Commencement Date, District shall pay a \$1000.00 Fee for the joint use of the Premises on the First day of April of each subsequent year.

5.2 Fee Adjustments. The annual Fee specified in paragraph 5.1 shall be adjusted as follows:

April 1, 2019, the Fee shall increase to \$1100.00 for the subsequent five (5) years; and

April 1, 2024, the Fee will increase to \$1210.00, if the Term is extended pursuant to Section 3; and

April 1, 2029, the fee shall increase to \$1330.00 until the end of the Agreement, if the Term is extended a second and final time pursuant to

Section 3.

5.3 Remittance Address. The Fee shall be paid by District to County at the following address, or such other address as County may from time to time designate in writing:

Pierce County Public Works & Utilities
Attn: Support Services - Fiscal Manager
2702 S. 42nd Street, Suite 201
Tacoma, WA 98409

5.4 Late Payment. District acknowledges that late payment of the Fee due hereunder will cause the County to incur costs and hardships not contemplated by this Agreement, the exact amount or nature of which would be difficult and impractical to ascertain. Therefore if District fails to pay any annual installment of the annual Fee, within (5) business days after the amount is due, District shall pay County, as liquidated damages an additional Fee and a late charge in the sum of FIVE HUNDRED AND NO 00 DOLLARS (\$500.00). Waiver of the late charge with respect to any installment of the Fee shall not be deemed to constitute a waiver with respect to any subsequent charge that may accrue.

6. Due Diligence Inspection. Acceptance. District acknowledges and agrees it has been given sufficient right of access to the Premises to conduct a due diligence inspection thereof and, as a result, has determined to its complete satisfaction the Premises are in good, safe and serviceable condition and can be used for the intended purposes. District, by executing this Agreement, acknowledges and agrees, except as may be expressly provided to the contrary elsewhere in this Agreement, neither County, nor County's elected or appointed officials, agents or employees have made any representation, warranty or agreement, express or implied, as to any matter concerning the Premises or the suitability thereof for District's intended uses and that District accepts the same in "AS IS" condition, with all faults and defects, if any. Nothing in this Section shall relieve County from its environmental obligations or otherwise imply that District accepts liability for any environmental condition existing on the Premises prior to the Effective Date.

7. Possession. District shall be entitled to joint possession of the County's Premises as of the Commencement Date.

8. District Use. District shall use the Premises for the sole purpose of a public non-motorized trail system, which may include appropriate public education and interpretive displays or signage to support use of the trail system and forest environs. District shall not use the Premises for any other purposes whatsoever without the prior written consent of County, which consent may be granted, withheld, conditioned or delayed by County in its sole and absolute judgment and discretion.

District shall not: (a) use the Premises in violation of this Agreement or of any law, statute, rule, regulation, code, ordinance or order in effect and applicable to any part thereof (hereinafter collectively "Applicable Laws"); (b) do or permit to be done in, on or about the Premises

anything that constitutes a waste, nuisance, hazard, threat or annoyance to County or the general public or that will causes damage to the Premises; or (c) do or permit to be done in, on or about the Premises any activity that contaminates the Premises, or any part thereof, with any Hazardous Substance. For purposes of this Agreement, the term "Hazardous Substance" means any substance, waste or material defined or designated as dangerous, hazardous, toxic or radioactive, or other similar term, by any applicable federal, state or local statute, rule, regulation, code or ordinance now or hereafter in effect, including, without limitation, the Federal Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 *et seq.*, Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 *et seq.*, the Federal Hazardous Materials Transportation Control Act, 49 U.S.C. §§ 1801 *et seq.*, the Federal Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*, the Federal Water Pollution Control Act, the Federal Water Act of 1977, 93 U.S.C. §§ 1251 *et seq.*, the Federal Insecticide, Fungicide and Rodenticide Act, the Federal Pesticide Act of 1978, 7 U.S.C. §§ 136 *et seq.*, the Federal Toxic Substances Control Act, 15 U.S.C. §§ 2601 *et seq.*, the Federal Safe Drinking Water Act, 42 U.S.C. §§ 300f *et seq.*, the Washington Water Pollution Control Act, RCW ch. 90.48, the Washington Clean Air Act, RCW ch. 70.94, the Washington Solid Waste Management Recovery and Recycling Act, RCW ch. 70.95, the Washington Hazardous Waste Management Act, RCW ch. 70.105, the Washington Hazardous Waste Fees Act, RCW ch. 70.95E, the Washington Model Toxics Control Act, RCW ch. 70.105D, the Washington Nuclear Energy and Radiation Act, RCW ch. 70.08, the Washington Radioactive Waste Storage and Transportation Act of 1980, RCW ch. 70.99, and the Washington Underground Petroleum Storage Tanks Act, RCW ch. 70.148, and the regulations promulgated thereunder.

9. Improvements, Alterations and Changes. Except as may be expressly provided to the contrary elsewhere in this Agreement, District shall not make any improvements, alterations or changes of any kind, type or nature whatsoever to the Premises or to County's Personal Property without the prior written consent of County, which consent may be granted, withheld, conditioned or delayed by County in its sole and absolute judgment and discretion.

9.1 Fencing/Natural Barriers. District agrees to provide fencing/ natural barriers around, parallel, and outside of the south, west, and north boundaries of the Transfer Station as shown in Exhibits A and B in order to exclude the public from County's current and historic solid waste operations. County acknowledges that the fencing/natural barriers may be installed in stages over a number of years as funds become available to the District, District may use temporary construction fencing (such as "chain link" or "cyclone" fence sections either placed in above-ground concrete pier blocks or with metal "feet", but excluding construction site silt fencing) in order to open limited areas while a fencing/natural barrier is being completed.

9.2 Fencing and Trail Plan. District will provide the County with a fencing and trail plan for review and approval prior to any subsequent clearing, construction or installation. This plan shall identify the proposed locations for the fencing or natural barriers required in paragraph 9.1, proposed locations for the placement of any impervious or semi-pervious surface, and

proposed locations for any permanent or semi-permanent installation of concrete (e.g. to anchor a sign or bench). County will review and respond within a reasonable period of time to the request. As soon as practicable after adopting its annual budget, annually the District shall provide the County with a workplan for improvements scheduled for initiation in the calendar year covered by said budget.

9.3 Protection of Forest. County retains the right and ability to manage the forest resources on the Premises. The County may remove trees for value, forest health, public safety or convenience in accordance with applicable laws and an adopted forest management plan. District may not object, nor take steps to impede the County's rights to manage the forest resources on the Premises. County recognizes that the District should be consulted during the development of the forest management plan, and advised in advance of planned forest management activities, which could include temporary closure of access and limitation of joint use of the Premises while the management activities are completed.

During the installation of fencing/natural barriers, District may remove or trim brush/branches as necessary to complete the installation. District will route fencing/natural barriers around trees. For the construction of trails, District may not remove any trees with a diameter in excess of six (6) inches (at breast height) except in accordance with the provisions of the County's forest management plan. If a tree becomes a safety hazard (as determined by a certified arborist), or has fallen across a fence line or trail, District may remove the tree or a portion thereof, following notification and documentation to the County. Except as restricted by the Tacoma-Pierce County Solid Waste Management Plan, related implementation ordinances, Chapter 70.95 RCW and Chapter 173-350 WAC, all trees trimmed or removed by the District under these provisions may not be removed from the Premises and shall be left to decompose naturally, though they may be used to delineate and/or shore up trail edges. Unless they constitute a safety hazard, all snags shall be left in place to provide habitat. District shall impose and extend the rules it applies to other Park lands owned by the District which will prohibit removal of brush and wood from the County's premises and adjoining forest. In areas where District has removed vegetation, including invasive species, and restoration is needed, District shall install native plants. Decorative, exotic, invasive and/or non-native species shall not be permitted or installed by the District. In the event trees, trimmings, or other organic debris must be removed from the Premises, District shall consult with the County on appropriate management methods.

10. Utilities and Services. Except as may be expressly provided to the contrary elsewhere in this Agreement, County shall be under no obligation to furnish utilities or services of any kind, type or nature whatsoever to the Premises.

11. Security. District shall be solely responsible for the security of the Premises and County shall not be liable to District for loss, damage, or injury due to theft, burglary or other criminal act, or for damage or injury caused by any person.

12. Liens. District shall keep the Premises, the County Parcel, and the County's Personal Property on the Transfer Station, free from all liens arising out of any work performed,

materials, services or any other obligations incurred by District. If any such liens are filed, County may, without waiving its rights and remedies for breach, and without releasing District from any of its obligations hereunder, require District to post security in form and amount reasonably satisfactory to County or cause such liens to be released by any means County deems proper, including payment in satisfaction of the claim giving rise to the lien. District shall pay to County upon demand any sum paid by County to remove the liens, together with interest from the date of payment by County, at the lesser of ONE AND ONE-HALF PERCENT (1-1/2%) per month or the maximum rate permissible by law.

13. District's Insurance Obligations.

13.1 Insurance Coverages. District shall, at its sole cost and expense, keep in force during the Term of this Agreement, the following insurance coverage naming County as an additional insured and District as the named insured: a) Commercial General Liability Insurance with ISO form CG000 I (12-07) or the equivalent. Pierce County shall be included as an Additional Insured using ISO form CG2026 (07-04). Limits shall not be less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Such policy shall contain a Waiver of Subrogation clause in favor of Pierce County and shall be primary over any insurance or self-insurance program maintained by Pierce County; and b) Employer's Liability (Washington Stop Gap) with limits not less than \$1,000,000 each occurrence, covering employees of District, if any; and c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each accident covering automobiles owned by District, if any, and covering Non Owned Automobiles.

All policies are to be written by good and solvent insurance companies licensed to do business in the state of Washington, or provided through a public insurance pool chartered in the state of Washington pursuant to chapter 48.62 RCW and that are satisfactory to the County, and must contain endorsements requiring written notice to County thirty (30) calendar days prior to any cancellation or reduction in amount of coverage. District shall, within ten (10) business days after a request from County therefore, furnish County with such additional information as County may reasonably request from time to time as to the value of any fixtures, furnishings, equipment and/or personal property of District located on the Premises.

13.2 Waiver of Subrogation. County and District each hereby waives its rights to recover against the other for losses arising from any matter actually insured against under the policies of insurance required to be maintained under this Agreement. The foregoing waiver shall not apply in any case where its application would void or diminish coverage under such policies of insurance. Each party shall obtain from its insurer(s) under each insurance policy it maintains a waiver of all rights of subrogation that the insurer may have against the other party and County and District shall each indemnify the other against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such waiver.

13.3 Waiver of Claims. Provided District's right of full recovery under its fire insurance policy is not adversely affected or prejudiced thereby, District hereby waives any and all right of recovery which it might otherwise have against County or its elected or appointed

officials, servants, agents or employees for loss or damage to any fixtures, furnishings, equipment and/or personal property of District located in, on or about the Premises to the extent the same is covered by District's insurance, notwithstanding that such loss or damage may result from the negligence or fault of County, its elected or appointed officials, servants, agents or employees.

14. Indemnification. District shall, to the maximum extent allowed by law, indemnify, defend, and hold County harmless from all claims, liabilities, costs, attorney fees and expenses of any kind, type or nature whatsoever arising out of or in any way relating to: (a) District's use and/or occupancy of the Premises; (b) any activity, work or thing done, permitted or suffered by District in, on or about the Premises; (c) any breach or default in the performance of any obligation to be performed by District under the terms of this Agreement; or (d) any act or omission of District or of its agents, contractors, employees, servants, licensees or invitees caused by negligence or willful misconduct and then only to the extent of its or their proportionate share of liability. District's obligation to indemnify County under this Section 14 includes an obligation to indemnify for losses resulting from death or injury to District's agents, contractors, employees, servants, licensees or invitees, and District accordingly hereby waives, for purposes of giving effect to its indemnity obligations contained on this Section 14 only, any and all immunities it now has or hereafter may have under Title 51 RCW (Industrial Insurance), or other worker's compensation, disability benefit or other similar act that would otherwise be applicable in the case of such a claim and further acknowledges that such waiver was mutually negotiated by the parties as required by RCW 4.24.115. District, as a material part of the consideration to County, hereby assume all risk of and waives any claims District might have against County in respect to damage to property or injury to persons in, on or about the Premises from any cause whatsoever, unless caused by or resulting from the negligence or willful misconduct of County or of its elected or appointed officials, servants, agents or employees and then only to the extent of its or their proportionate share of liability.

14.1 Environmental Indemnification. District shall, to the maximum extent allowed by law, indemnify, defend and hold County harmless from all claims, damages, liabilities and/or expenses (including attorney fees) of any kind, type or nature whatsoever arising out of or in any way relating, directly or indirectly, to any activity of District, or any invitee, licensee, agent, employee or customer of District, that results in the Premises, or any part thereof, becoming contaminated with a Hazardous Substance, including without limitation, the clean-up of Hazardous Substances therefrom. County shall be solely responsible for and shall indemnify, defend and hold District harmless from and against any and all claims, damages, liabilities and losses incurred in connection with or arising from (a) the presences, generation, production, use, release, handling, storage, treatment or disposal of any Hazardous Substance in or about the Premises either (i) by County, or any person claiming by, through or under County, or of the contractors, agents, employees, licensees or invitees of County or (ii) otherwise existing in or about the Premises prior to the Effective Date, and (b) the breach of this Section by County, or any person claiming by, through or under County, or of the contractors, agents, employees, licensees or invitees of County. The foregoing defense and indemnity obligations shall survive the expiration or earlier termination of this Agreement.

15. Assignment, Subletting and Succession. District shall not assign or sublet this Agreement or the Premises, or any part of either, without first obtaining County's prior written consent, which consent may be granted, withheld, conditioned or delayed by County in its sole and absolute judgment and discretion. This Agreement shall not be assignable by operation of law.

16. Notices. Wherever in this Agreement notice is desired or required to be given, such notice shall be in writing, addressed to the person entitled thereto, and shall be sent by either: (a) United States certified mail, return receipt requested; (b) recognized overnight express or legal messenger service which customarily maintains a contemporaneous permanent delivery record; or (c) facsimile (if available) to the address of such person as set forth in this Agreement, or such address or addresses designated in writing from time to time.

The notice shall be deemed delivered on the earlier of: (a) the date of receipt as shown by the return receipt; (b) the delivery date as shown in the regular business records of the overnight courier or legal messenger service; or (c) the date of automatic confirmed receipt by the recipient's fax, as the case may be. Notices shall be sent to County or District as set forth below:

County: Pierce County Public Works & Utilities
Attn: Office of the County Engineer
2702 S. 42nd Street, Suite 201
Tacoma, WA 98402
Telephone: 253-798-7250
Facsimile: 253-798-2740
Email: Brian.Stacy@co.pierce.wa.us

Copy to: Pierce County Prosecuting Attorney/Civil Division
Attn: Phil Prettyman, Deputy Prosecuting Attorney
955 Tacoma Avenue South, Suite 301
Tacoma, WA 98402-2160
Telephone: 253-798-4168

District: Key Peninsula Metropolitan Park District
Attn: Scott Gallacher, Executive Director
PO BOX 70
Lakebay, WA 98349
Telephone: 253-884-9240
Email: scottg@keypenparks.com
Email: answers@keypenparks.com

Copy to: Key Peninsula Metropolitan Park District
Attn: Bill Trandum, Board President

PO BOX 717
Vaughn, WA 98394
Telephone: 253-884-4113
Email: btrandum@earthlink.net

Any Party, by written notice to the other in the manner herein provided, may designate an address different from that set forth above. Any notices sent by a party's attorney on behalf of such party shall be deemed delivered by such party.

17. Negotiation and Construction. This Agreement was negotiated by the Parties with the assistance of their own legal counsel and shall be construed according to its fair meaning and not strictly for or against either Party.

18. Time. Time is of the essence of this Agreement and of every term and provision hereof. If the date for any performance under this Agreement falls on a weekend or holiday, the time shall be extended to the next business day.

19. Prior Agreements. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned herein and no prior agreement, letter of intent, negotiation or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended or added to, except by an agreement in writing signed by the Parties or their respective successors in interest.

20. Attorney Fees and Costs. In the event either Party requires the services of an attorney in connection with enforcing the terms of this Agreement, whether or not suit is brought, or in the event suit is brought for the recovery of any sums due under this Agreement or for the breach of any covenant or condition of this Agreement, or for the restitution of the Premises to County or eviction of District after termination hereof, the substantially prevailing Party shall be entitled to reasonable attorney fees and all costs incurred in connection therewith, including, without limitation, the fees of accountants, appraisers and other professionals, whether at trial, on appeal or without resort to suit.

21. Vacation of Premises; Holding Over. Upon termination of this Agreement, District shall promptly and peaceably vacate the Premises and surrender the same to County, and leaving the same in as good order, condition and repair as they were in on the Commencement Date. If District holds over after termination of this Agreement without the express written consent of County, which consent may be granted, withheld, conditioned or delayed by County in its sole and absolute judgment and discretion, District shall remain subject to the terms, covenants and conditions of this Agreement insofar as applicable, except the next annual Fee shall be ONE HUNDRED TWENTY FIVE PERCENT (125%) of the annual fee due.

22. Successors and Assigns. Except as may be expressly provided to the contrary elsewhere in this Agreement, all of the covenants, conditions and provisions of this Agreement

are binding upon and shall inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns. If County sells or otherwise conveys its title to the Premises, then after the effective date of such sale or conveyance County shall have no further liability to District under this Agreement except as to matters of liability which have accrued and are unsatisfied as of the date of sale or conveyance, and District must seek performance solely from County's purchaser or successor-in-interest. County's successor-in-interest shall have all rights of County hereunder.

23. Americans with Disabilities Act. Within ten (10) business days after receipt, District shall advise County in writing, and provide County with copies of (as applicable): (a) any notices alleging violation of the Americans with Disabilities Act of 1990, as amended (hereinafter "ADA") relating to any portion of the Premises; (b) any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Premises; or (c) any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Premises. Any cost or expense associated with bringing the Premises into compliance with the ADA shall be the sole responsibility of District.

24. Severability. Any provision of this Agreement that proves to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

25. Non-Waiver. The waiver of any covenants, condition or provision of this Agreement must be in writing. The failure of any Party, at any time, to require strict performance by the other Party concerning this Agreement shall in no way effect such Party's right to thereafter enforce all terms and conditions, nor shall the waiver by any Party of any breach of any condition be taken or held to be a waiver of any subsequent breach of the same or any other condition of this agreement.

26. Damage to Premises. If the Premises are damaged by fire, earthquake or other causality, to the extent it is untenable in whole or part, then the County may, in its sole and absolute judgment and discretion, elect to terminate this Agreement and proceed with reasonable diligence to restore the Premises.

27. Governing Law; Venue. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the state of Washington. The venue of any legal action between the Parties arising out of or relating in any way to this Agreement shall be in Pierce County, Washington.

28. Exhibits. The following exhibits are attached to and by this reference made part of this Agreement as if fully set forth herein:

Exhibit A	-	Survey of "County Parcel" with "Transfer Station" delineated
Exhibit B	-	Aerial Photograph of "County Parcel" with "Transfer Station" delineated

Joint Use Agreement
Key Peninsula Metropolitan Park District
Contract No. 14-92116

Exhibit C - Legal Description of "Transfer Station" (i.e. "County Parcel" exclusive of "Premises")

29. Effective Date of Agreement. "Effective Date" shall mean the date County's County Executive shall have signed this Agreement as indicated opposite her name below.

[SIGNATURES AND ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGES]

COUNTY'S SIGNATURE PAGE

Approved as to Legal Form Only:

Phil Battyman 4-16-14
Deputy Prosecuting Attorney Date

Recommended:
T. R. R. R. 4/8/14
Director of Public Works & Utilities Date

Gary Robinson 4/24/14
Director, Budget & Finance Date

Final Action:

Pat McCarthy 4/30/14
Pierce County Executive Date

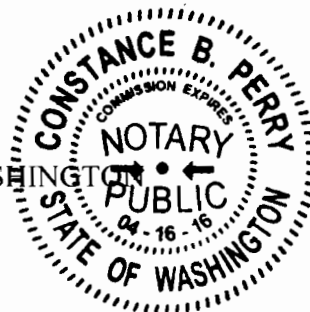
STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this 30 day of April, 2014, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared PAT MCCARTHY, known to me to be the County Executive of Pierce County, Washington, a municipal corporation and political subdivision of the state of Washington, who executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Constance B. Perry
NOTARY SIGNATURE

PRINTED NAME Constance B. Perry
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT TACOMA
MY COMMISSION EXPIRES 4-16-2016



Joint Use Agreement
Key Peninsula Metropolitan Park District
Contract No. 14-92116

DISTRICTS' SIGNATURE PAGE

Key Peninsula Metropolitan Park District, a Washington municipal corporation:

By:

Bill Trandum, President

Daté

STATE OF WASHINGTON)

) SS.

COUNTY OF PIERCE

On this 2 day of Apr. 1, 2014, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared Bill Trandum, known to me to be the President of Key Peninsula Metropolitan Park District, a Washington municipal corporation, who executed the within and foregoing instrument and acknowledged the said instrument to be the :free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

~~NOTARY SIGNATURE~~

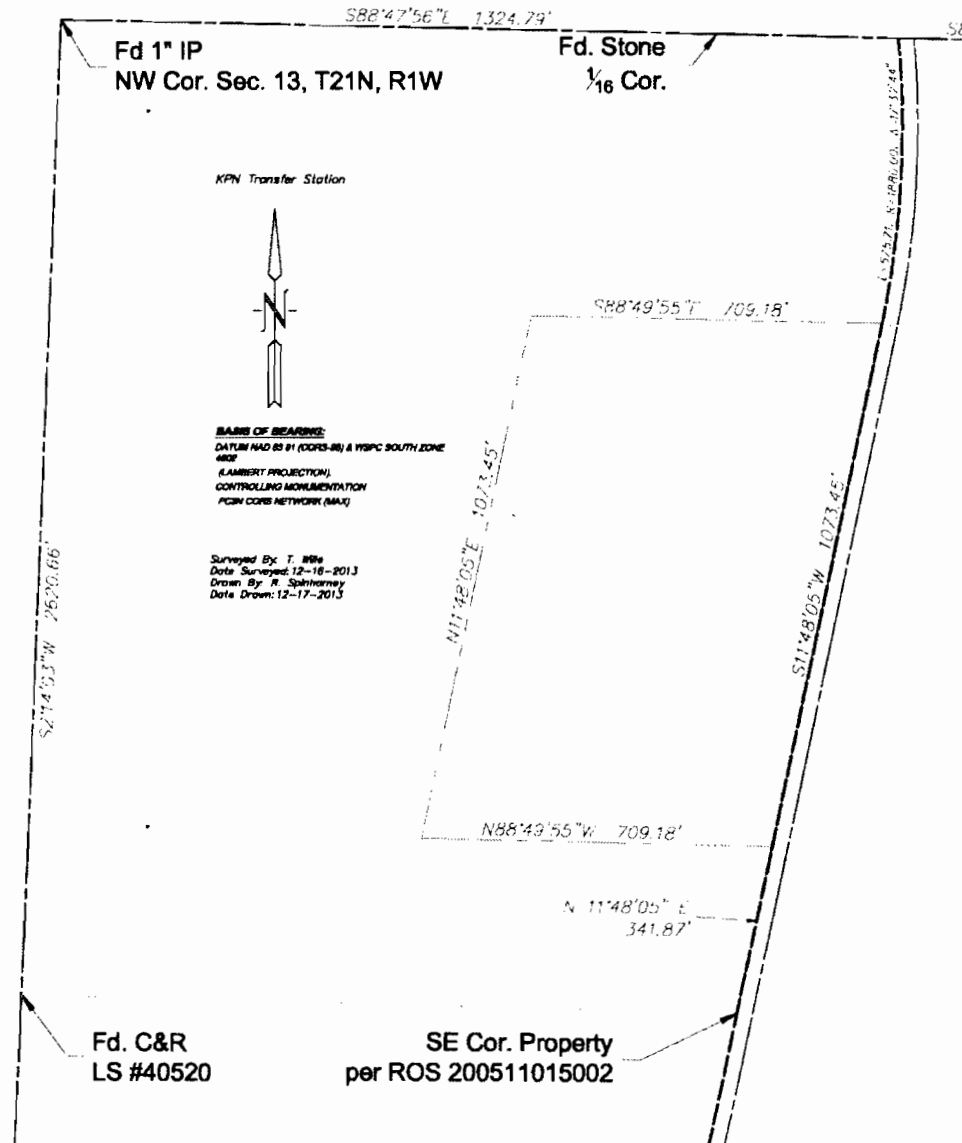
PRINTED NAME LAURA L ARMSTRONGS

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,

RESIDING AT Pierce County

MY COMMISSIN EXPIRES 6/1/2015

EXHIBITA **Survey of "County Parcel" with "Transfer Station" delineated**



Joint Use Agreement
 Key Peninsula Metropolitan Park District
 Contract No. 14-92116

EXHIBIT B
Aerial Photograph of "County Parcel" with "Transfer Station" delineated



Joint Use Agreement
Key Peninsula Metropolitan Park District
Contract No. 14-92116

EXHIBIT C
Legal Description of "Transfer Station"
(i.e. "County Parcel" exclusive of "Premises")

That portion of the Northwest Quarter of Section 13, Township 21 North, Range 1 West, W.M. lying West of the Westerly right-of-way line of the Gig Harbor-Longbranch Highway described as follows:

Commencing at the northeast corner of a tract of land conveyed by quit claim deed recorded under Auditor's Fee Number 8303070197; said point being where the Westerly right-of-way line of said Gig Harbor-Longbranch Highway intersects the North line of the South half of the Southeast Quarter of the Northwest Quarter of said Section 13; thence North 11°48'05" East along said westerly right of way line of Gig Harbor-Longbranch Highway a distance of 341.87 feet to the TRUE POINT OF BEGINNING; thence North 88°49'55" West parallel with the north line of said tract of land a distance of 709.18 feet; thence North 11°48'05" East a distance of 1073.45 feet; thence South 88°49'55" East a distance of 709.18 feet, more or less, to the westerly right of way line of said Gig Harbor-Longbranch Highway; thence South 11°48'05" West along said westerly right of way line a distance of 1073.45 feet to the TRUE POINT OF BEGINNING.



Meeting: August 9, 2021

Item # 13d

To: Board of Park Commissioners

From: Tracey Perkosky, Executive Director

Date: August 9, 2021

Subject: Direction on possible land donation of the Key Peninsula Sportsman's Club parcels

Background

Last month, the Executive Director was approached by a Board member from the Key Peninsula Sportsman's Club regarding a possible land donation. The organization is a non-profit and therefore upon dissolution of the organization the land must be donated to a non-profit or government entity. It is important to note that the Sportsman's Club is not disbanding immediately but they are beginning to look to the future with an aging and dwindling membership.

Parcel 0021233066 5.10 Acres

Parcel 0021233700 20.10 Acres

Parcel 0021233701 6.53 Acres

These parcels are adjacent to property owned by WA State Parks (Haley Property), including the public boat ramp.

The property could provide additional recreation opportunities from the flat land adjacent to the water (no direct water access currently due to the wetlands) and trails in the forested acreage. The open area could be a place for informal sports, concerts, festivals, etc. There is a club house which could provide additional meeting or rental space. An outdoor picnic-shelter type structure (permitted) is located near the clubhouse. There is existing infrastructure such as a small parking lot, water well and septic tank. Per the Sportsman's Club, there are irrigation water rights to the lake although staff has not yet verified this information.

The property also has a very large challenge in that while not designated a mobile home park via zoning, there is a 12 space mobile home park on the property. The units are only available to members of the club with age restrictions. The individuals own the mobile homes and pay \$100 per month land rent. About half of the dwellings have their own septic tank, the remaining share one tank which was recently replaced.

The mobile homes are the challenge to this property and would require some research to learn more about the District's options such as requirements for purchasing the homes, possible donations, landlord responsibilities, senior housing/affordable housing options and more.

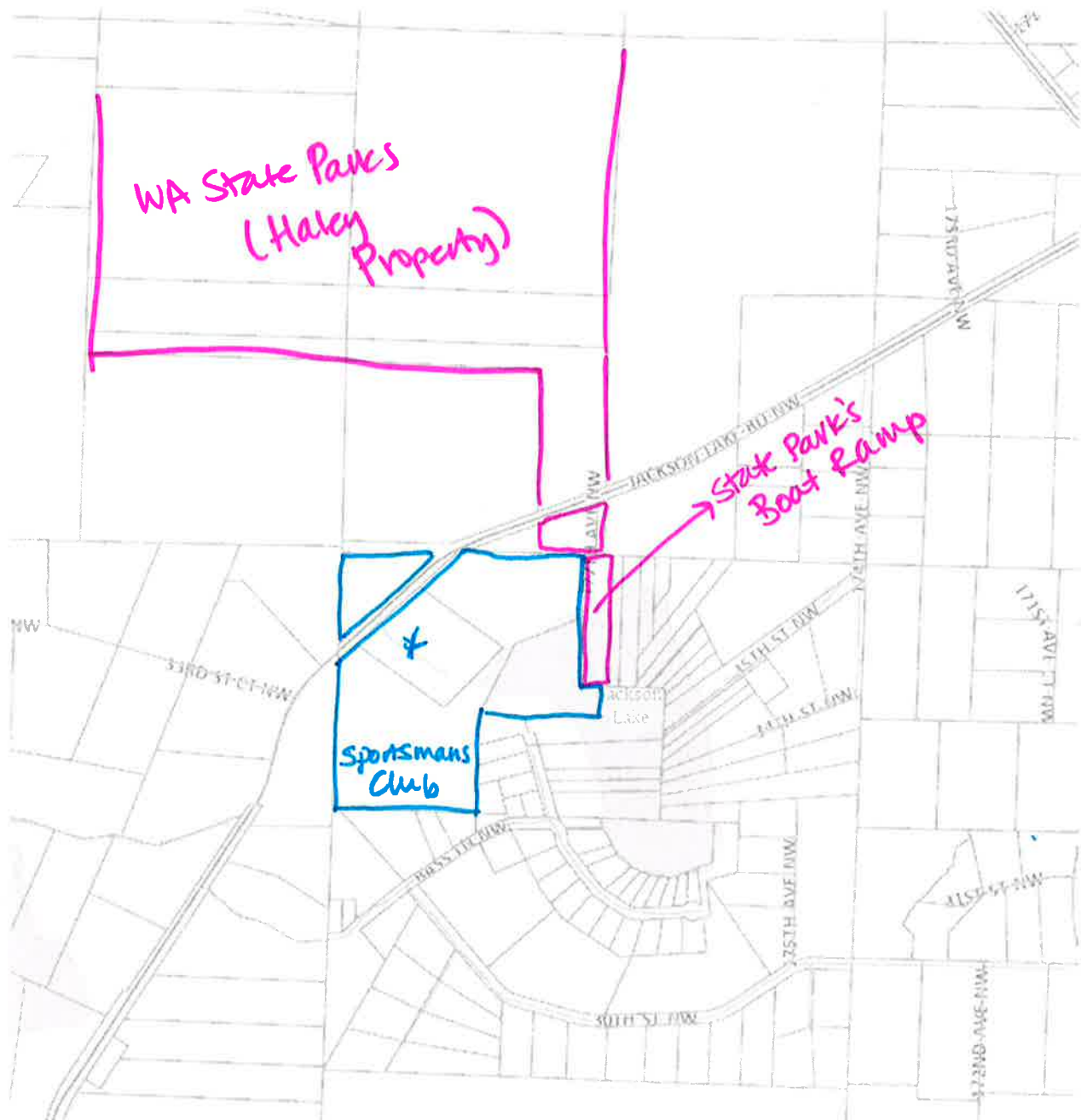
The Sportsman's Club has asked the Park District for options to consider. The Executive Director is seeking Park Commissioner direction on if there is interested in pursuing this potential donation either now or in the future.



Recommended Action: Provide direction on pursuing the possible land donation from the Key Peninsula Sportsman's Club

Attachment 1: Map of Parcels

Attachment 2: Photographs of land owned by Key Peninsula Sportsman's Club



*- parcel with clubhouse, mobile homes

Attachment 2 – Sportsman's Club Photos



Clubhouse Interior



Clubhouse Interior



Clubhouse Interior



Fire Lane and Well House behind Mobile Homes



Logged Section due to Root Rot (Have funds to replant)



Forested Land adjacent to Boat Ramp



Front of Clubhouse



Open Grassy Area behind Clubhouse with Lake View



Mobile Homes



Mobile Homes



Driveway and land across Street



Fire Lane and well house for Mobile Homes



Storage Area off Fire Lane for Mobile Homes



Well House Across Street



Forested Area and well house across street