



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

Board Meeting

*(Meetings may be videotaped or recorded)*

AGENDA  
June 14, 2021

7:30 PM – Regular Meeting

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

<https://zoom.us/j/91083531675?pwd=YjU0dIJlWG1BRmcxd0l1RlRDMGZmUT09>

Meeting ID: 910 8353 1675

Passcode: 908253

Dial in (253) 215 8782

Members of the Board of Park Commissioners

Ed Robison, President

Shawn Jensen, Vice President

Mark Michel, Member-at-Large

Kip Clinton, Clerk

Linda Parry, Member-at-Large

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. May 10, 2021 Regular Meeting

**8. Financial Report**

- a. May 2021 Financial Report

**9. Executive Director’s Report**

**10. Board Committee and Advisory Council Reports**

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

**11. Board President’s Report**

**12. Unfinished Business**

- a. Approve Resolution R2021-04 Updating Park Rules

**13. New Business**

- a. Approve Resolution Regarding Appointment of Agent to Receive Claims for Damages as per RCW 4.96 and Repealing Resolution R2015-14
- b. Approve Partnership Agreement with the Farm Tour
- c. Authorize Executive Director to Re-enter Negotiations for Taylor Bay Caretaker Lease Renewal

**14. Other minor matters**

**15. Good of Order/Comments by Board Members**

**16. Next Regular Meeting July 12, 2021**  
**17. Adjournment**



Meeting: June 14, 2021

Item # 7a

To: Board of Park Commissioners

From: Tracey Perkosky, Executive Director

Date: June 14, 2021

Subject: Approval of Minutes

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**Background**

This is a routine item and includes the meeting minutes from Regular Meeting on Monday, May 10, 2021.

**Recommended Action:** Approve meeting minutes.

Attachment 1: Minutes from Regular Meeting on May 10, 2021

KEY PENINSULA METROPOLITAN PARK DISTRICT

**D.b.a. KEY PEN PARKS**

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

253-884-9240 and answers@keypenparks.com

**Board Meeting Minutes**

**Monday, May 10, 2021**

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

The regular Zoom meeting of May 10, 2021, was preceded by 7:03 PM Zoom study session. Executive Director Perkosky reported that the Mom and Me Tea had been canceled due to Pierce Co.'s reset to COVID Phase 2. She said, because of COVID phase uncertainty, the Summer Fest (4<sup>th</sup> of July Hot Dog Social) was also canceled; staff has adapted Cinema Under the Stars for various COVID phases so that will happen. The Splash Pad is tentatively scheduled to open on June 15, providing Pierce Co. is in Phase 3 or better. She said Fire District 16 Chief Dustin Morrow asked whether Key Pen Parks might be interested in partnering with FD16 in building a new administrative building in Key Center; Key Pen Parks' administrative staff could potentially have their offices in the building. The proposal was discussed; Executive Director Perkosky will gather more information regarding this proposal. She reported that a private citizen had approached Key Pen Parks regarding a bequest of 30 acres of land along with a caretaker house; she will pursue discussions with this individual regarding the land donation.

**The regular public Zoom meeting was called to order at 7:35 PM by Executive Director Tracey Perkosky.** She turned the meeting over to Board President Robison after the Pledge of Allegiance and roll call.

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

**Citizens present via Zoom:** Stan Moffett, Sami Jensen, Brian Kilner.

**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:** Brian Kilner requested that his organization be allowed to install a disc golf course at Gateway Park; Executive Director Perkosky stated that matter would be best addressed during the Gateway Park Master Plan Update planning process; she said she will reach out the organization.

**4. Approval of Minutes:** President Robison asked if there were any objections or corrections to the April 12, 2021, regular meeting minutes; hearing none, the meeting minutes were approved as submitted.

**5. Financial Report:** The April 2021 Springbrook financial balance was \$3,997,002.87. The Zoo/Trek April 2021 deposit was \$15,481.23. Total Zoo/Trek collections to date were \$66,876.32. The April 2021 Real and Personal Property Tax deposit was \$574,150.57. 2021 Real and Personal Property Tax collections to date were \$708,883.38. Springbrook Expenditures for April 2021 were \$65,615.45. Executive Director Perkosky said that part of "Other Revenue" in April's financial report is a \$116,345.05 RCO grant reimbursement for Taylor Bay Phase 2. President Robison asked if there were any corrections or objections to the April 2021 financial report. Hearing none the financial report was adopted as submitted.

**6. Executive Director's Report:** Executive Director Perkosky said registration for the first ever Ride 4 KP Kids had a slow start, however, as of May 10, 30 people have registered to ride; donations will also be accepted on May 15 at the Gateway Park Pavilion from 9:00 AM to noon. She reiterated that tentative opening for the Splash Pad is June 15; Pierce Co. will have to be in COVID Phase 3. A temporary chain link fence will be installed to control entry due to COVID capacity limits; registration for time slots will be required. This may change based on the Governor's recent press conference and the full opening of the state. The Splash Pad may not open until July 1<sup>st</sup> when it's possible that no fencing or pre-registration is needed. Key Pen Parks is advertising for a full-time Maintenance Assistant, two permanent part-time Maintenance Assistant/Trails, and several seasonal maintenance employees.

**7. Board Committee and Advisory Council Reports:**

- a) **Land and Improvement Committee (Commissioner Robison):** Commissioner Robison stated that Key Pen Parks has a pending potential land donation. (See Study Session.)
- b) **Key Peninsula Parks and Recreation Foundation Report (Commissioner Michel):** Commissioner Michel said that the Foundation has \$40,000.00 in two accounts; they are trying to determine if any of these funds are dedicated to specific projects. They are looking for a bookkeeper and are researching FB for fundraising and advertising. Jeff Minch is organizing a fundraising fun run at Gateway Park/360 Trails. Executive Director Perkosky stated that Key Pen Parks facility use will be at no cost since the fundraising event will benefit Key Pen Parks.
- c) **Trails Committee Report (Commissioner Michel):** Commissioner Michel said the trails are becoming overgrown with Scotch broom and bracken fern; a group of volunteers will be meeting on Thursday at 360 Trails to cut the brush back in preparation for the Ride 4 KP Kids. Anyone wishing to volunteer should contact Volunteer & Office Coordinator Jake Gleason at the Key Pen Parks office. He said Key Central Forest trails also need some work.
- d) **Event Committee (Commissioner Michel):** Commissioner Michel said the Executive Director's Report addressed events.

**8. Board President's Report (President Robison):** No report.

**9. Unfinished Business:**

- a) **Approve Resolution R2021-04 Updating Park Rules:** Executive Director Perkosky explained suggested edits from Commissioners in the most recent draft. The Board discussed the changes, especially e-bikes on trails in light of RCW 46.61.710. Consensus was to table the resolution until the June meeting.

**10. New Business:**

- a) **Approve Field Use Agreement between Key Pen Parks and Key Peninsula Little League:** Commissioner Clinton moved to approve the Field Use Agreement between Key Pen Parks and Key Peninsula Little League; Commissioner Jensen seconded the motion. The motion passed unanimously.
- b) **Authorize the Executive Director to execute the Interlocal Agreement for Appropriation of Second REET Parks Funds to Key Peninsula Metropolitan Park District:** Commissioner Michel moved to authorize the Executive Director to execute the Interlocal Agreement for Appropriation of Second REET Funds to Key Pen Parks; Commissioner Clinton seconded the motion. The motion passed unanimously.

**11. Other minor matters:** Commissioner Clinton said that Key Pen Parks, in conjunction with PenMet Parks, should lobby the Pierce County Council to budget increased Second REET funds allocated to the two metro park districts. She also said Key Pen Parks should pursue Park Impact Fees generated on the Key Peninsula.

**12. Commissioners Comments/Good of the Order:** Commissioner Michel thanked the Board members for their understanding regarding his April meeting absence due to an unplanned work conflict. Commissioner Jensen reminded the Board that candidate filing opens next week (May 17, 2021). (Park Board Commissioner Positions 2 and 4 will be up for election.)

**13. Meeting Adjourned:** The public Zoom meeting of May 10, 2021, was adjourned at 8:41 PM. The next regular meeting will be held on Monday, June 14, 2021, at 7:30 PM via Zoom per Governor Inslee's "Stay Home, Stay Healthy" directive. The regular meeting may be preceded by a 7:00 PM study session. Key Pen Parks reserves the fourth Monday of each month for special topic meetings should any be needed. Should any regular meeting date fall on a public holiday, the substitute date is the Tuesday following the regular meeting date.

Respectfully submitted by Commissioner Kip Clinton, Board Clerk.

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





# TREASURERS REPORT

## Fund Totals

Key Peninsula Metro Parks District

05/01/2021 To: 05/31/2021

Time: 14:26:36 Date: 06/03/2021

Page: 1

Fund	Previous Balance	Revenue	Expenditures	Ending Balance	Claims Clearing	Payroll Clearing	Outstanding Deposits	Adjusted Ending Balance
001 General Fund	3,997,002.87	112,323.12	59,438.13	4,049,887.86	3,210.12	0.00	0.00	4,053,097.98
	<u>3,997,002.87</u>	<u>112,323.12</u>	<u>59,438.13</u>	<b><u>4,049,887.86</u></b>	<u>3,210.12</u>	<u>0.00</u>	<u>0.00</u>	<b><u>4,053,097.98</u></b>

# TREASURERS REPORT

## Account Totals

Key Peninsula Metro Parks District

05/01/2021 To: 05/31/2021

Time: 14:49:27 Date: 06/03/2021

Page: 2

Cash Accounts	Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
1 First Citizens Checking	6,289.60	2,886.55	7,598.27	1,577.88	0.00	0.00	1,577.88
2 First Citizens Payroll	15,809.43	47,248.63	40,320.50	22,737.56	0.00	0.00	22,737.56
3 Pierce County	3,932,045.88	116,953.26	63,273.41	3,985,725.73	0.00	0.00	3,985,725.73
4 Petty Cash	173.08	0.00	0.00	173.08	0.00	0.00	173.08
5 First Citizens AP	42,684.88	16,024.78	19,036.05	39,673.61	0.00	3,210.12	42,883.73
Total Cash:	3,997,002.87	183,113.22	130,228.23	4,049,887.86	0.00	3,210.12	<b>4,053,097.98</b>
	3,997,002.87	183,113.22	130,228.23	4,049,887.86	0.00	3,210.12	<b>4,053,097.98</b>

## TREASURERS REPORT

### Outstanding Vouchers

Key Peninsula Metro Parks District

As Of: 05/31/2021 Date: 06/03/2021  
Time: 14:26:36 Page: 3

Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2021	316	05/27/2021	Claims	5	1771	Canon Financial Services, INX	121.00	C5535I printer rental and contract, canon fax board
2021	317	05/27/2021	Claims	5	1772	Cintas Fire Protection	1,576.55	First aid cabinets, eye wash station
2021	318	05/27/2021	Claims	5	1773	Hemley's Handy Kans	235.50	Portable toilet rentals, taylor bay, 360 trails, KCF
2021	319	05/27/2021	Claims	5	1774	MB Electric LLC	764.06	Repaired electrical issue to connex area w/ no power at Volunteer Park. Replaced 2 broken breakers.
2021	320	05/27/2021	Claims	5	1775	Pape' Machinery	90.35	GT235 mower linkage steering
2021	321	05/27/2021	Claims	5	1776	Peninsula Light Company	262.50	electric bill for GW/
2021	322	05/27/2021	Claims	5	1777	Tacoma Screw Products	30.09	zipline repair parts
2021	323	05/27/2021	Claims	5	1778	Washington Water Service Company	130.07	Gateway Water
							3,210.12	

Fund	Claims	Payroll	Total
001 General Fund	3,210.12	0.00	3,210.12
	3,210.12	0.00	3,210.12

**TREASURERS REPORT**

**Signature Page**

Key Peninsula Metro Parks District

05/01/2021 To: 05/31/2021

Time: 14:49:27 Date: 06/03/2021

Page: 4

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

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_  
Commissioner / Date Office Manager/Bookkeeper / Date

## Expenditures for May 2021

Key Peninsula Metro Parks District

Time:

12:41:34 Date: 06/03/2021

05/01/2021 To: 05/31/2021

Page: 1

Voucher Claimant	Trans	Date	Type	Acct #	Amount	Memo
EFT Department of Revenue	315	05/03/2021	Claims	5	507.18	1st Quarter leasehold tax for Snack Shack, Taylor bay and Gateway Park caretakers.
210503001 Capitol Lumber	264	05/07/2021	Claims	5	84.09	Supplies for Gateway House, VP shop, Snack Shack
210503002 Gleason Timothy J	265	05/07/2021	Claims	5	66.64	mileage for april 2021
210503003 H.D. Fowler	266	05/07/2021	Claims	5	40.28	parts for irrigation repair
210503004 Occupational Medical Clinic of Tacoma	267	05/07/2021	Claims	5	95.00	History/Physical Berg
210503005 Pape' Machinery	268	05/07/2021	Claims	5	221.12	parts for gt235 mower
210503006 Peninsula Light Company	269	05/07/2021	Claims	5	2,325.88	electric service fees for taylor bay, volunteer, gateway, home park
210503007 Tacoma Screw Products	270	05/07/2021	Claims	5	35.41	Grinding Disc and Bits for playground
210503008 WA. Recreation and Park Association	271	05/07/2021	Claims	5	615.00	Membership Renewal
210504001 PEBB Health Insurance	272	05/07/2021	Payroll	5	5,252.48	Pay Cycle(s) 04/25/2021 To 05/10/2021 - PEBB Health Insurance
210506001 CenturyLink	284	05/14/2021	Claims	5	49.01	internet
210506002 Cintas Fire Protection	285	05/14/2021	Claims	5	13.68	First Aid kit cabinet check
210506003 Murreys Disposal Company	286	05/14/2021	Claims	5	463.26	Trash Dumpsters for Volunteer and Gateway
210506004 PCRCD, LLC	287	05/14/2021	Claims	5	378.83	Rocky Creek Garbage Dumping
210506005 Purdy Plumbing Repair & Construction Inc	288	05/14/2021	Claims	5	166.17	Gateway House leak at bathtub
210506006 US Bank	289	05/14/2021	Claims	5	4,898.34	2 Monitors, office supplies, cordless phones,bookshelf,Mulch,cleaning supplies, water supply line, sink faucet, doorlock, fuel, Laptop, stamps,MRS renewal,Email hosting, Zoom
210506007 Verizon Wireless	290	05/14/2021	Claims	5	364.00	Cell Phones
210506008 Wave Broadband	291	05/14/2021	Claims	5	249.56	Office Internet and Phones
210510001 Canon Financial Services, INX	316	05/27/2021	Claims	5	121.00	C55351 printer rental and contract, canon fax board
210510002 Cintas Fire Protection	317	05/27/2021	Claims	5	1,576.55	First aid cabinets, eye wash station
210510003 Hemley's Handy Kans	318	05/27/2021	Claims	5	235.50	Portable toilet rentals, taylor bay, 360 trails, KCF
210510004 MB Electric LLC	319	05/27/2021	Claims	5	764.06	Repaired electrical issue to connex area w/ no power at Volunteer Park. Replaced 2 broken breakers.
210510005 Pape' Machinery	320	05/27/2021	Claims	5	90.35	GT235 mower linkage steering
210510006 Peninsula Light Company	321	05/27/2021	Claims	5	262.50	electric bill for GW/
210510007 Tacoma Screw Products	322	05/27/2021	Claims	5	30.09	zipline repair parts
210510008 Washington Water Service Company	323	05/27/2021	Claims	5	130.07	Gateway Water

Total Checks:

19,036.05

# Payroll Expenditures for May 2021

Key Peninsula Metro Parks District

Time:

12:42:31 Date: 06/03/2021

05/01/2021 To: 05/31/2021

Page: 1

Voucher Claimant	Trans	Date	Type	Acct #	Amount	Memo
EFT Employee Paycheck	248	05/10/2021	Payroll	2	135.24	
EFT Employee Paycheck	249	05/10/2021	Payroll	2	1,946.98	
EFT Employee Paycheck	250	05/10/2021	Payroll	2	118.21	
EFT Employee Paycheck	251	05/10/2021	Payroll	2	1,294.93	
EFT Employee Paycheck	252	05/10/2021	Payroll	2	1,450.51	
EFT Employee Paycheck	253	05/10/2021	Payroll	2	118.21	
EFT Employee Paycheck	254	05/10/2021	Payroll	2	2,557.98	
EFT Employee Paycheck	255	05/10/2021	Payroll	2	1,191.92	
EFT Employee Paycheck	256	05/10/2021	Payroll	2	1,661.72	
EFT Employee Paycheck	257	05/10/2021	Payroll	2	2,186.17	
EFT EFTPS	282	05/13/2021	Payroll	2	4,130.82	
EFT WA State Department of Retiremen	283	05/13/2021	Payroll	2	7,006.14	
EFT United Concordia	292	05/14/2021	Payroll	2	488.60	
EFT EFTPS	312	05/24/2021	Payroll	2	3,857.70	
EFT Employee Paycheck	293	05/25/2021	Payroll	2	1,768.48	
EFT Employee Paycheck	294	05/25/2021	Payroll	2	118.21	
EFT Employee Paycheck	295	05/25/2021	Payroll	2	1,183.36	
EFT Employee Paycheck	296	05/25/2021	Payroll	2	1,385.83	
EFT Employee Paycheck	297	05/25/2021	Payroll	2	118.21	
EFT Employee Paycheck	298	05/25/2021	Payroll	2	2,557.98	
EFT Employee Paycheck	299	05/25/2021	Payroll	2	1,117.40	
EFT Employee Paycheck	300	05/25/2021	Payroll	2	1,661.72	
EFT Employee Paycheck	301	05/25/2021	Payroll	2	2,186.18	
EFT Department of Licensing	314	05/25/2021	Payroll	2	78.00	
Total Checks:					40,320.50	

# TRANSACTION JOURNAL

Key Peninsula Metro Parks District

Time: 15:11:43 Date: 06/03/2021

05/01/2021 To: 05/31/2021

Page: 1

Trans	Date	Redeemed	Acct #	Chk #	Type	Receipt # InterFund #	Vendor	Amount	Memo
<b>324</b>	<b>05/31/2021</b>	<b>05/31/2021</b>	<b>1</b>		<b>Ser Chge</b>		<b>First Citizens</b>	<b>75.00</b>	<b>Bank service fees.</b>
	576 80 49 003	Banking Fees		001	General Fund			75.00	Bank service fees.
<b>325</b>	<b>05/31/2021</b>	<b>05/31/2021</b>	<b>1</b>		<b>Ser Chge</b>		<b>Merch Bankcard service</b>	<b>6.58</b>	<b>Credit card processing fees.</b>
	576 80 49 003	Banking Fees		001	General Fund			6.58	Credit card processing fees.
	Records Printed:		2						
						Adjustments:		0.00	
						Beginning Balance:		0.00	
						Revenues:		0.00	
						Warrant Expenditures:		0.00	
						Non Warrant Expenditures:		81.58	
						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	81.58	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	81.58	0.00	0.00	0.00

## RECEIPT REGISTER

Key Peninsula Metro Parks District

Time: 13:32:55 Date: 06/03/2021

05/01/2021 To: 05/31/2021

Page: 1

Trans	Date	Type	Rec #	CR #	Acct#	Claimant	Amount	Memo
258	05/04/2021	Tr Rec	1320	1050	1	The Snack Shack	540.00	Rent of \$400.00 and electric of \$140.00 Volunteer Park concession building for May 2021
259	05/04/2021	Tr Rec	1321	1051	1	Tracey L Perkosky	1,244.05	Rent of \$950.00 and electric of \$172.07 and lease hold tax of 121.98 Gateway caretaker for May 2021
273	05/07/2021	Tr Rec	1326	1052	1	General Customer	135.00	Rental of Gateway pavilion on 5-8-2021 from 2pm to 6pm for Griselda
276	05/11/2021	Tr Rec	1327	1053	1	General Customer	105.00	Rental of Gateway Pavilion on 6-13-2021 from 11-2 for Herbert.
277	05/11/2021	Tr Rec	1328	1054	1	General Customer	75.00	Rental of Gateway Pavilion on 5-23-2021 from 3:30 to 5:30 for Gordievich.
304	05/24/2021	Tr Rec	1329	1055	1	General Customer	45.00	Rental of Gateway pavillion on 5-29-2021 from 3-5pm for (Hoffman)
305	05/24/2021	Tr Rec	1330	1056	1	General Customer	45.00	Rental of Gateway pavillion on 6-19-2021 from 12-2 pm for (Nation)
306	05/24/2021	Tr Rec	1331	1057	1	Sound credit union	250.00	Craft sponsor for Cinema under the stars
307	05/11/2021	Tr Rec	1332	1058	1	General Customer	100.00	Full Rental of Gateway Pavilliion on 6-3-2021 from 3-5 pm for (Frickelton)
308	05/11/2021	Tr Rec	1333	1059	1	General Customer	65.00	Rental of Volunteer park Pavilliion on 6-26-2021 from 11-3 pm for (Bussard)
309	05/12/2021	Tr Rec	1334	1060	1	General Customer	77.25	Full rental of Gateway park Pavilliion on 7-18-2021 from 12-2 pm for (Combs)
310	05/17/2021	Tr Rec	1335	1061	1	General Customer	46.35	1/2 rental of Gateway park Pavilliion on 5-22-2021 from 5-7 pm for (Bisciglia)
311	05/19/2021	Tr Rec	1336	1062	1	General Customer	46.35	1/2 rental of Gateway park Pavilliion on 5-22-2021 from 1-3 pm for (Lopiccolo)
313	05/24/2021	Tr Rec	1337	1063	1	General Customer	25.00	Rental of Home Park Pavillion on 6-8-2021 from 5-7PM for (Augusztiny)
326	05/24/2021	Tr Rec	1338	1064	1	General Customer	61.80	Rental of Gateway Pavilion 1/2 side A from 4-7pm for (Cox)
327	05/24/2021	Tr Rec	1339	1065	1	General Customer	25.75	Rental of Gateway Pavilion 1/2 side A on June 12 2021 from 4-7pm for (Cox) Balance Due

360 Long Terms

2,886.55

001 General Fund

2,886.55

**2,886.55**



# RECEIPT REGISTER

Key Peninsula Metro Parks District

Time: 13:33:34 Date: 06/03/2021

05/01/2021 To: 05/31/2021

Page: 1

Trans	Date	Type	Rec #	CR #	Acct#	Claimant	Amount	Memo
343	05/31/2021	Tr Rec	1345		3	Pierce County Budget and Finar	86,763.81	Property tax of \$84,727.48 and delinquent tax of \$2,036.33
344	05/31/2021	Tr Rec	1346		3	Pierce County Budget and Finar	19,849.52	Zoo Trek
345	05/31/2021	Tr Rec	1347		3	Pierce County Budget and Finar	2,698.97	Timber excise tax
346	05/31/2021	Tr Rec	1348		3	Pierce County Budget and Finar	124.27	Investment interest.
							<hr/>	
							310 Taxes	109,312.30
							360 Long Terms	124.27
							<hr/>	
							001 General Fund	109,436.57
							<hr/>	
							<b>109,436.57</b>	



Regular Meeting: June 14, 2021

Item # 10

To: Board of Park Commissioners  
From: Tracey Perkosky, Executive Director  
Date: June 14, 2021  
Subject: Executive Director Report

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During the May report, I discussed the opening of the Splash Pad and the requirement that Pierce County be in Phase 3 with strict limitations that would likely require the Splash Pad to open when the state fully re-opens from the Covid-19 Pandemic restrictions on approximately June 30<sup>th</sup>. Fast forward to late afternoon on May 27<sup>th</sup> when the Department of Health quietly released revised information permitting Splash Pads in similar situations to ours – in a park (not in a water park), fresh water, located outdoors, etc. – which allowed Key Pen Parks to open the Splash Pad without the expensive fencing, an attendant, pre-registration, capacity limits and more. As the heat wave was coming for Memorial Day weekend, we opened the Splash Pad with the required Covid-19 notifications at noon on Saturday, May 29<sup>th</sup>. It is now open from 12 noon to 5:00 PM, 7 days a week. Based on usage, we may expand the hours during the July and August heat. It was very busy during the hot, holiday weekend but usage has dropped a bit with the cooler and rainy-ish weather. Some of the temporary signage has been replaced with permanent signage. The rest will remain temporary (Covid notification information). After a report of rough play and observing a good bit of running, both of which are against the rules, we have ordered stencils to paint “play responsibly” and “no running” on the pad as reminders.

Parks events are moving forward as the pandemic restrictions ease. Unfortunately, due to sponsorships and the time to plan and execute the event, the July Family Fun Fest (Hot Dog Social) will not be happening this year. We look forward to seeing everyone next year. Many outside community events such as the Logging Show which are hosted by wonderful organizations in our parks are also not moving forward this year. We are clearly still in transition into a new post-pandemic normal. However, we know how important community connection is, and how we are all missing getting together so we are working hard to host a few new events this year.

On July 17<sup>th</sup> in Gateway/360 Trails, we are having a 5k Fun Run or Walk or Bike Ride. There is a small registration fee of \$20 and all finishers will receive a goodie bag of fun Key Pen Parks swag. We are exploring working with a few community partners to expand the All Hallows Eve event into two days in mid-October. In addition, the removal of the Phases and the reversion to a “fully open” state means that Cinema Under the Stars – which are movies in the park on Friday nights in August are moving forward! There is a fun slate of movies planned for the young and young-at-heart. Check the website and Facebook for the dates and location (Gateway or Volunteer Park) for each movie!

We have several volunteer work parties coming up! These are primarily with trail work and one to repair the half-basketball court in Volunteer Park which desperately needs some attention. The dates and times are on the website. Our Volunteer Coordinator is also working with several scout groups, teen groups, and adopt-a-park volunteers! If you have a skill to share, please check out our website – we have a place for nearly everyone.



Like many employers, we are struggling to find staff this summer. We have a FT, PT and space for another FT Seasonal, all in the maintenance division. Information is on the website. This means that our parks look a little shaggier than in previous years. We are focusing on the heavily used areas and keeping the fields, playgrounds and splash pad in good shape. We are also working on completing some deferred maintenance on our vehicles, with a transmission replacement just completed and a myriad of other repairs such as tires, wheel bearings, spark plugs, suspension, and more. Additional repairs will likely be needed on our other vehicles, this process is just starting. Little League is over at the of June, at which point we will be planning field repairs during autumn.

The administrative office is open to the public but limited to 50% capacity through the end of Phase 3.



Regular Meeting: June 14, 2021

Item # 12a

To: Board of Park Commissioners

From: Tracey Perkosky, Executive Director

Date: June 14, 2021

Subject: Adopt Resolution R2021-04 Adopting Park Policy Guidelines with Rules for Park Owned Facilities and Operated by the District

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During the regular Park Board Meetings of February 8, 2021 and May 10, 2021 plus during the study session on April 12, 2021, there were three discussions on updates to park rules for Key Pen Parks owned land and leased land. Previous documentation appeared to be in the form of signage versus a formally adopted policy.

The attached Resolution recognizes a broad framework to keep the parks safe but also recognize the limited enforcement capacity of the District.

**Recommendation:** Approve Resolution R2021-04 Adopting Park Policy Guidelines with Rules for Park Facilities Owned and Operated by the District.

Attachment 1: Resolution R2021-04

Attachment 2: "Redline" version of Attachment A to Resolution R2021-04 showing changes from previous version.

Key Peninsula Metropolitan Park District  
Dba Key Pen Parks



**Resolution No R2021-04**

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

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

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

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

**PASSED AND ADOPTED** by Board of Park Commissioners of Key Pen Parks at a Regular Meeting held via Zoom due to the Covid-19 public health restrictions held this 14<sup>th</sup> day of June 2021.

Attest:

Key Pen Parks  
Board of Park Commissioners  
Pierce County, Washington

\_\_\_\_\_  
Edward Robison, President

\_\_\_\_\_  
Shawn Jensen, Vice-President

\_\_\_\_\_  
Kip Clinton, Clerk

\_\_\_\_\_  
Mark Michel, Member-at-Large

\_\_\_\_\_  
Linda Parry, Member-at-Large

## Attachment "A"

### Definitions

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

- "Aircraft" means any contrivance now known, or hereafter invented, used or designed for navigation of or flight in the air.
- "Animal" means any nonhuman mammal, bird, reptile, fish or amphibian.
- "Camp" means erecting a tent or shelter or arranging bedding or both, for the purpose of, or in such a way that permits remaining overnight, or parking a trailer, camper, or other vehicle for the purpose of remaining overnight.
- "District" means the Key Peninsula Metropolitan Park District (Key Pen Parks)
- "Director" means the Executive Director of Key Pen Parks or designee.
- "Facilities" means any equipment, building, structure, roadway, trail, path, or area operated by Key Pen Parks.
- "Fee" means the currently adopted fee schedule for use of or by Key Pen Parks
- "Park" means and includes all parks, meridians, trails, linear corridors, parkways, boulevards, beaches, playfields, and recreation areas and facilities comprising the parks and recreation system of Key Pen Parks and under the management and control of the District.
- "Permit" means any and all permits, licenses, or approvals required by federal or state law, or required by Key Pen Parks.
- "Person" means all natural persons, firms, partnerships, entities, corporations, clubs and all associations or combination of persons whenever acting for themselves or through an agent, servant or employee.
- "Sheriff" means and includes the Pierce County Sheriff and deputies and all members of the law enforcement agencies within Pierce County.
- "Trail" means:
  - Any way identified as a "trail" or "path" at paved or graded prepared entrance points; or
  - Any way that is not marked parking area or highway as defined in Title 46 RCW; or
  - Any way not of sufficient width or grading to permit its safe use by standard passenger automobiles moving in both directions simultaneously along its entire length.
- "Vehicle" means any self-propelled device capable of being moved, and in, upon, or by which any person or property may be transported or drawn and shall include, but not be limited to, automobiles, trucks, motorcycles, motorscooters, All Terrain Vehicles, go-carts, jeeps or similar type four-wheel drive vehicles and snowmobiles, whether or not they can be legally operated upon the public highways.

### Permits Required for Certain Activities

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

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

- Use, place or erect any signboard, sign, billboard, bulletin board, post, pole or device of any kind for advertising in any park or to attach any notice, bill, poster, sign, wire, rod or card to any tree, shrub, railing, post or structure, or erect a structure of any kind;
- Sell refreshments or merchandise or engage in any business or occupation;
- Use any park facility for the purpose of having any watercraft for hire;
- Take up collections or to act as or apply the vocation of a solicitor, agent, peddler, beggar, strolling musician, exhorter, barker or showman within a park;
- Hold any organized runs, walks, races, trials, or competitions;
- Hold any shows, festivals, fund raisers, carnivals, parades, or similar activities;
- Fly aircraft, model rockets, hot air balloons, other than in designated areas;
- Parachute;
- Hang glide;
- Para-sail;
- Moor watercraft, other than in designated areas;
- Engage in paint balling or survival games;
- Participate in archery; or
- Engage in disaster drills; or
- Operate a motorized foot scooter, or any other motorized vehicle other than in designated areas except for approved maintenance purposes and emergency vehicles.

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

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

#### **Permit Administration and General Requirements.**

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

of any and all park facilities or areas do so at their own risk. Key Pen Parks assumes no liability or responsibility due to accidents or injury through authorized or unauthorized use of District facilities.

### **Prohibited Activities.**

It is unlawful for any person to:

- Cut, remove, damage, destroy, mutilate, mark, or deface any turf, tree, plant, shrub, flower, structure, monument, statue, vase, fountain, wall, fence, railing, vehicle, bench, utility system, irrigation system, facilities, or other property in any park;
- Leave, deposit, drop or scatter bottles, broken glass, ashes, wastepaper, cans or other rubbish in a park except in a garbage can or other receptacle designated for such purposes;
- Deposit any household or commercial garbage, refuse, waste or rubbish which is brought from any private property in any garbage can or other receptacle designated for such purpose located within a park;
- Drain or dump refuse or waste from any trailer, camper or vehicle;
- Pollute or in any way contaminate by dumping or otherwise depositing therein any waste or refuse of any nature, kind or description including human waste or bodily waste in any stream, river, lake or other body of water running in, through or adjacent to any park;
- Clean or wash any vehicle in any park;
- Possess, discharge, set off or cause to be discharged in or into any park, any firecracker, torpedo, rocket, firework, explosive or other substance harmful to the life or safety of persons or property. Legal fireworks as part of a permitted function which are licensed and in compliance with State regulations may be discharged in a manner meeting all safety requirements if authorized by the Director or designee and if handled by a licensed professional;
- Discharge across, in or into any park a firearm, air or gas weapon, or any device capable of injuring or killing any person or animal or damaging or destroying any public or private property;
- Annoy, bother, molest, insult or offer an affront to any other person within a park;
- Practice or play golf, baseball, cricket, lacrosse, polo, archery, hockey, tennis or other games of like character or to hurl or propel any missile except at places set apart for such purposes by the Director or designee;
- Possess, display or open and/or consume alcoholic beverages in a park, except that such beverages may be opened, served and consumed at designated locations within the Key Pen Parks system by persons who have obtained all requisite permits including, but not limited to, the Washington State Liquor Control Board Banquet Permit and with the written permission of the Executive Director or designee;
- Smoke, including tobacco, vape fluid, marijuana or any similar substance in any park.
- Interfere with any park personnel in the exercise of his or her official duties;
- Have open fires, portable units using flammable material, barbeques, or grills, except in designated park areas, or unless approved by the Director or designee;
- Blow, spread, or place any nasal or other bodily discharge, or spit, urinate, or defecate on the floors, walls, partitions, furniture, fittings, or any portion of any park or facility, except directly into the particular fixtures provided for that purpose;



- Make any public disturbance noise, or public nuisance noise unless such noise is necessary to a permitted activity or function;
- Use an e-bike classified as 2 and 3 unless posted otherwise.

## **Animals**

- Pets and domesticated animals such as dogs, cats and horses are permitted in any Key Pen Parks park and must be kept on a leash no longer than 8' (eight feet), and under control at all times.
- It is unlawful for a person to fail to have in his/her possession the equipment necessary to remove his/her animal's fecal matter, when accompanied by an animal in any park.
- Any person with an animal in his or her possession or control in any park shall be responsible for the conduct of the animal and for removing from the park grounds feces deposited by such animal.
- Horse feces must be removed from parking lots and trail head areas. It is not necessary for horse riders to carry a manure and bedding fork or similar item while riding on trails, however manure should be removed from trails when practical. Manure should be near the edge of the trail or just off the edge of the trail.
- Animals are not permitted on any designated swimming beach in any park, on the Splash Pad area, or in any sports field area, or in any public building unless authorized by the Director or designee; provided, that this policy shall not apply to guide or Service dogs.
- No person shall allow an animal in his or her possession or control to bite or in any way molest or unreasonably annoy other park visitors. The owner or other person having control of any dog or other animal that bites or causes injury to a human or domestic animal which is acting in a lawful manner is in violation of Pierce County Code 6.03.070.
- No person shall allow an animal in his or her possession or control to bark continuously or otherwise unreasonably disturb the peace or tranquility of the park.
- Horses shall be permitted in any park where suitable trails exist for riding. Horses shall not be permitted on any designated swimming area, campground, picnic area, or sports field. This regulation may be waived by the Director or designee for special events conducted by organized groups.
- No person shall ride any horse or other animal in such a manner that might endanger life or limb of any person or animal, and no person shall allow a horse or other animal to stand unattended or insecurely tied.
- No person shall in any manner tease, annoy, disturb, molest, catch, injure or kill, or throw any stone or missile of any kind at or strike with any stick or weapon any animal, bird or fowl; or catch any fish or feed any fowl or animal except at places and times designated for such purposes by the Director or designee and so posted by signs. No person shall give, offer or attempt to give to any animal or bird within the park any tobacco, drink or other article known to be noxious to animals or birds.
- Owners of dogs, horses or other animals that damage or destroy park property will be held liable for the full value of the property damaged or destroyed in addition to impounding fees and the penalty imposed for violation of these provisions.
- All laws, rules and regulations of the State of Washington relating to season limits and methods of fishing are applicable to fishing or gamefish in all Key Pen Parks' parks. No person may fish for or possess any fish taken from any dam, dike, bridge, dock, boat

landing or beach which is posted with a sign prohibiting fishing.

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

### **Camping Areas**

- No person shall camp in any park excluding Maple Hollow, except with written permission of the Director or designee.
- Camping in Maple Hollow is limited to the 2 designated camp sites, accessible by water only.
- Fees for the use of camp or trailer sites are due and payable as part of an event or other written agreement. The daily fee covers use of facilities until the vacating time of 3 p.m. of the following day.
- Occupants shall vacate camping facilities by removing their personal property therefrom prior to 3 p.m. if the applicable use fee has not been paid or if time limit for occupancy of the campsite has expired. The occupants may, however, remain in other areas of the park for purposes other than camping until normal closing time of the park. Failure to vacate upon expiration of the time limit for occupancy shall subject the occupant to the payment of additional use fees.

### **Parking**

- It is unlawful to park any vehicle, trailer, camper, or watercraft trailer in any area of a park not designated for parking, or in violation of signs or pavement markings, or where prohibited by signs or pavement markings, except with the permission of the Director or designee.
- No person shall park, leave standing or abandon a vehicle, trailer, camper, or watercraft trailer in any park after closing time except when camping in a designated area or with permission from the Director or designee.
- Any vehicle, trailer, camper, or watercraft trailer found parked in violation may be cited and/or towed away at the owner's or operator's expense.

### **Speed**

- No person shall drive a vehicle within any park at a speed greater than 10 mph unless otherwise posted, having due regard for the traffic and the surface and width of the travel way, and in no event at a speed which endangers the safety of persons, property or wildlife.
- It is unlawful to enter or leave a park by other than established entrances and exits.
- The washing and servicing of vehicles within a park is prohibited, including oil changes, other than emergency repairs.
- It is unlawful to engage in, conduct, or hold any trials or competitions for speed, endurance, or hill climbing involving any vehicle.

- All vehicle regulations contained in the Pierce County Code or the Revised Code of Washington shall apply to all roads, highways, parking lots, or parking areas within Key Pen Parks.

#### **Aircraft within Designated Areas**

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

#### **Park Hours**

- All parks are open from 7:00 AM Pacific Time to legal sunset.
- Except in the case of prearranged, special group activities or regularly established concessions authorized by the Director or designee, no person shall remain in or enter a Key Pen Parks' park after posted park hours.
- In other areas, no person shall be present nor shall vehicles be allowed to remain parked in park facilities after legal sunset without written permission from the Director or designee.

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

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- Use, place or erect any signboard, sign, billboard, bulletin board, post, pole or device of any kind for advertising in any park or to attach any notice, bill, poster, sign, wire, rod or card to any tree, shrub, railing, post or structure, or erect a structure of any kind;
- Sell refreshments or merchandise or engage in any business or occupation;
- Use any park facility for the purpose of having any watercraft for hire;
- Take up collections or to act as or apply the vocation of a solicitor, agent, peddler, beggar, strolling musician, ~~organ grinder~~, exhorter, barker or showman within a park;
- Hold any organized runs, walks, races, trials, or competitions;
- Hold any shows, festivals, fund raisers, carnivals, parades, or similar activities;
- Fly aircraft, model rockets, hot air balloons, other than in designated areas;
- Parachute;
- Hang glide;
- Para-sail;
- Moor watercraft, other than in designated areas;
- Engage in paint balling or survival games;
- Participate in archery, ~~other than in designated areas~~; or
- Engage in disaster drills; or
- Operate a motorized foot scooter, or any other motorized vehicle other than in designated areas except for approved maintenance purposes and emergency vehicles.

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- At all assemblies of minors under 18 years of age, responsible adults must be present throughout the entire function.
- A person using facilities by reservation or agreement may be required to protect and save Key Pen Parks, its elected and appointed officials and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the persons, employees, or third parties due to personal injuries, death, or damage to property arising out of the premises, or in any way arising out of the acts or omissions of the person and/or their agents, employees, or representatives. Users

of any and all park facilities or areas do so at their own risk. Key Pen Parks assumes no liability or responsibility due to accidents or injury through authorized or unauthorized use of District facilities.

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- Leave, deposit, drop or scatter bottles, broken glass, ashes, wastepaper, cans or other rubbish in a park except in a garbage can or other receptacle designated for such purposes;
- Deposit any household or commercial garbage, refuse, waste or rubbish which is brought from any private property in any garbage can or other receptacle designated for such purpose located within a park;
- Drain or dump refuse or waste from any trailer, camper or vehicle;
- Pollute or in any way contaminate by dumping or otherwise depositing therein any waste or refuse of any nature, kind or description including human waste or bodily waste in any stream, river, lake or other body of water running in, through or adjacent to any park;
- Clean or wash any vehicle in any park;
- Possess, discharge, set off or cause to be discharged in or into any park, any firecracker, torpedo, rocket, firework, explosive or other substance harmful to the life or safety of persons or property. Legal fireworks as part of a permitted function which are licensed and in compliance with State regulations may be discharged in a manner meeting all safety requirements if authorized by the Director or designee and if handled by a licensed professional;
- Discharge across, in or into any park a firearm, air or gas weapon, or any device capable of injuring or killing any person or animal or damaging or destroying any public or private property;
- Annoy, bother, molest, insult or offer an affront to any other person within a park;
- Practice or play golf, baseball, cricket, lacrosse, polo, archery, hockey, tennis or other games of like character or to hurl or propel any missile except at places set apart for such purposes by the Director or designee;
- Possess, display or open and/or consume alcoholic beverages in a park, except that such beverages may be opened, served and consumed at designated locations within the Key Pen Parks system by persons who have obtained all requisite permits including, but not limited to, the Washington State Liquor Control Board Banquet Permit and with the written permission of the Executive Director or designee;
- Smoke, including tobacco, vape fluid, marijuana or any similar substance in any park.
- Interfere with any park personnel in the exercise of his or her official duties;
- Have open fires, portable units using flammable material, barbeques, or grills, except in designated park areas, or unless approved by the Director or designee;
- Blow, spread, or place any nasal or other bodily discharge, or spit, urinate, or defecate on the floors, walls, partitions, furniture, fittings, or any portion of any park or facility, except directly into the particular fixtures provided for that purpose;

- Make any public disturbance noise, or public nuisance noise unless such noise is necessary to a permitted activity or function;
- Use an e-bike classified as 2 and 3 unless posted otherwise.

## Animals

- ~~Pets and domesticated animals such as dogs, cats and horses~~ Animals are permitted in any Key Pen Parks park ~~if the animals are kept on a leash no and must be kept on a leash no longer than 8' (eight feet)~~
- ~~longer than eight feet, or confined,~~ and under control at all times.
- It is unlawful for a person to fail to have in his/her possession the equipment necessary to remove his/her animal's fecal matter, when accompanied by an animal in any park.
- Any person with an animal in his or her possession or control in any park shall be responsible for the conduct of the animal and for removing from the park grounds feces deposited by such animal.
- Horse feces must be removed from parking lots and trail head areas. It is not necessary for horse riders to carry a manure and bedding fork or similar item while riding on trails, however manure should be removed from trails when practical. Manure should be near the edge of the trail or just off the edge of the trail.
- Animals are not permitted on any designated swimming beach in any park, on the Splash Pad area, or in any sports field area, or in any public building unless authorized by the Director or designee; provided, that this policy shall not apply to guide or Service dogs.
- No person shall allow an animal in his or her possession or control to bite or in any way molest or unreasonably annoy other park visitors. The owner or other person having control of any dog or other animal that bites or causes injury to a human or domestic animal which is acting in a lawful manner is in violation of Pierce County Code 6.03.070.
- No person shall allow an animal in his or her possession or control to bark continuously or otherwise unreasonably disturb the peace or tranquility of the park.
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- No person shall ride any horse or other animal in such a manner that might endanger life or limb of any person or animal, and no person shall allow a horse or other animal to stand unattended or insecurely tied.
- No person shall in any manner tease, annoy, disturb, molest, catch, injure or kill, or throw any stone or missile of any kind at or strike with any stick or weapon any animal, bird or fowl; or catch any fish or feed any fowl or animal except at places and times designated for such purposes by the Director or designee and so posted by signs. No person shall give, offer or attempt to give to any animal or bird within the park any tobacco, drink or other article known to be noxious to animals or birds.
- Owners of dogs, horses or other animals that damage or destroy park property will be held liable for the full value of the property damaged or destroyed in addition to impounding fees and the penalty imposed for violation of these provisions.
- All laws, rules and regulations of the State of Washington relating to season limits and methods of fishing are applicable to fishing or gamefish in all Key Pen Parks' parks. No

person may fish for or possess any fish taken from any dam, dike, bridge, dock, boat landing or beach which is posted with a sign prohibiting fishing.

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- No person shall camp in any park excluding Maple Hollow, except with written permission of the Director or designee.
- Camping in Maple Hollow is limited to the 2 designated camp sites, accessible by water only.
- Fees for the use of camp or trailer sites are due and payable daily as part of an event or other written agreement. The daily fee covers use of facilities until the vacating time of 3 p.m. of the following day.
- Occupants shall vacate camping facilities by removing their personal property therefrom prior to 3 p.m. if the applicable use fee has not been paid or if time limit for occupancy of the campsite has expired. The occupants may, however, remain in other areas of the park for purposes other than camping until normal closing time of the park. Failure to vacate upon expiration of the time limit for occupancy shall subject the occupant to the payment of additional use fees.

### **Parking**

- It is unlawful to park any vehicle, trailer, camper, or watercraft trailer in any area of a park not designated for parking, or in violation of signs or pavement markings, or where prohibited by signs or pavement markings, except with the permission of the Director or designee.
- No person shall park, leave standing or abandon a vehicle, trailer, camper, or watercraft trailer in any park after closing time except when camping in a designated area or with permission from the Director or designee.
- Any vehicle, trailer, camper, or watercraft trailer found parked in violation may be cited and/or towed away at the owner's or operator's expense.

### **Speed**

- No person shall drive a vehicle within any park at a speed greater than 10 mph unless otherwise posted, having due regard for the traffic and the surface and width of the travel way, and in no event at a speed which endangers the safety of persons, property or wildlife.
- It is unlawful to enter or leave a park by other than established entrances and exits.
- The washing and servicing of vehicles within a park is prohibited, including oil changes, other than emergency repairs.
- It is unlawful to engage in, conduct, or hold any trials or competitions for speed, endurance, or hill climbing involving any vehicle.



- All vehicle regulations contained in the Pierce County Code or the Revised Code of Washington shall apply to all roads, highways, parking lots, or parking areas within Key Pen Parks.

### **Aircraft within Designated Areas**

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

### **Park Hours**

- All parks are open from 7:00 AM Pacific Time to legal sunset.
- Except in the case of prearranged, special group activities or regularly established concessions authorized by the Director or designee, no person shall remain in or enter a Key Pen Parks' park after posted park hours.
- In other areas, no person shall be present nor shall vehicles be allowed to remain parked in park facilities after legal sunset without written permission from the Director or designee.

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



Meeting: June 14, 2021

Item # 13a

To: Board of Park Commissioners

From: Tracey Perkosky, Executive Director

Date: June 14, 2021

Subject: Approve Resolution Regarding Appointment of Agent to Receive Claims for Damages as Per RCW 4.96 and Repeal Resolution R2015-14.

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### **Background**

The Revised Code of Washington (RCW) Chapter 4.96 outlines the requirements of local government entities regarding tort claims. The local governing body must designate the agent approved to receive such claims. Resolution R2021-05 simply updates the secondary agent title from Office Manager/ Book Keeper to Fiscal Specialist, and repeals Resolution R2015-14 (Attachment 2). In short, this is cleanup item from the promotion of the Office Manager/ Book Keeper to her current Fiscal Specialist position.

**Recommended Action:** Repeal Resolution R2015-14 and Adopt Resolution R2021-05 regarding the appointment of agent to receive claims for damages as per RCW 4.96.

Attachment 1: Resolution R2021-05 Regarding Appointment of Agent to Receive Claims for Damages as per RCW 4.96 and Repealing Resolution R2015-14

Attachment 2: Resolution R2015-14

Key Peninsula Metropolitan Park District  
Dba Key Pen Parks



**Resolution No R2021-05**

**A RESOLUTION OF THE BOARD OF PARK COMMISSIONERS OF THE KEY PENINSULA METROPOLITAN PARK DISTRICT REGARDING APPOINTMENT OF AGENT TO RECEIVE CLAIMS FOR DAMAGES AS PER RCW 4.96 AND REPEALING RESOLUTION R2015-14**

**WHEREAS** pursuant to the provisions of RCW 4.96.020 the governing body of each local government entity shall appoint an agent to receive any claim for damages made under local Chapter 4.96 RCW; and

**WHEREAS** the identity of the agent and the address where he or she may be reached during the normal business hours of the local governmental entity are public records and shall be recorded with the auditor of the county in which the entity is located; and

**WHEREAS** all claims for damages against a local government entity, or against any local governmental entity's officers, employees, or volunteers, acting in such capacity, shall be presented to the agent within the applicable period of limitations within which an action must be commenced; and

**WHEREAS** the failure of a local governmental entity to comply with the requirements of this section precludes that local government entity from raising a defense under Chapter 4.96 RCW.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Park Commissioners of Key Pen Parks that:

1. Resolution Number R2015-14 is hereby repealed.
2. The Board of Park Commissioners appoints the below listed agent to receive any claims for damages made under Chapter 4.96 RCW:

The Executive Director, and in the absence of the Executive Director, the Fiscal Specialist, is hereby appointed to the agent responsible for receiving claims for damages made under Chapter 4.96 RCW. The Executive Director or Fiscal Specialist shall be available to receive claims during normal business hours (generally Monday to Friday, 9:00 AM to 4:00 PM) at 5514 Key Peninsula Highway N, Lakebay, WA 98349, except during extenuating circumstances. The mailing address is PO Box 70, Lakebay, WA 98349.

3. The Clerk of the Board, or designated agent, shall record this document with the Pierce County Auditor.

**PASSED AND ADOPTED** by Board of Park Commissioners of Key Pen Parks at a Regular Meeting held via Zoom due to the Covid-19 public health restrictions held this 14<sup>th</sup> day of June 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

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12/17/2015 02:17:51 PM \$75.00  
AUDITOR, Pierce County, WASHINGTON

**Name & Return Address:**

Key Peninsula Metropolitan Park District  
DEA- Key Pen Parks  
PO BOX 70  
Lakebay, WA 98349

**Washington State Recorder's Cover Sheet** (RCW 65.04) Please print legibly or type information.

<b>Document Title(s)</b> Resolution R2015-14 Agent to Receive Claims
<b>Grantor(s)</b> BOARD OF COMMISSIONERS FOR Key Pen PARKS ____ Additional Names on Page ____ of Document
<b>Grantee(s)</b> Resolution R2015-14 ____ Additional Names on Page ____ of Document
<b>Legal Description</b> (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section)  Complete Legal Description on Page ____ of Document
<b>Auditor's Reference Number(s)</b>
<b>Assessor's Property Tax Parcel/Account Number(s)</b> N/A
<b>Non Standard Fee \$50.00</b> <b>By signing below, you agree to pay the \$50.00 non standard fee.</b> I am requesting an emergency non standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.
<b>Signature of Party Requesting Non Standard Recording</b> NOTE: Do not sign above or pay additional \$50.00 fee if document meets margin/formatting requirements.  The Auditor/Recorder will rely on the information provided on this cover sheet. Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Key Peninsula Metropolitan Park District  
Dbas Key Pen Parks



**Resolution No R 2015-14**

***A RESOLUTION OF KEY PEN PARKS REGARDING APPOINTMENT OF AGENT TO RECEIVE CLAIMS FOR DAMAGES AS PERRCW 4.96***

**WHEREAS**, pursuant to the provisions of RCW 4.96.020 the governing body of each local governmental entity shall appoint an agent to receive any claim for damages made under Chapter 4.96 RCW; and

**WHEREAS**, the identity of the agent and the address where he or she may be reached during the normal business hours of the local governmental entity are public records and shall be recorded with the auditor of the county in which the entity is located; and

**WHEREAS**, all claims for damages against a local governmental entity, or against any local governmental entity's officers, employees, or volunteers, acting in such capacity, shall be presented to the agent within the applicable period of limitations within which an action must be commenced; and

**WHEREAS**, the failure of a local governmental entity to comply with the requirements of this section precludes that local governmental entity from raising a defense under Chapter 4.96 RCW.

**NOW THEREFORE, BE IT RESOLVED**, the Board of Park Commissioners for Key Pen Parks hereby resolves as follows:

Section 1 Resolution Number R2007-01 is hereby repealed.

Section 2 Appoints the below listed agent to receive any claims for damages made under Chapter 4.96 RCW.


The Executive Director, and in the absence of the Executive Director, the Office Manager/Book Keeper, is hereby appointed to be agent responsible for receiving claims for damages made under Chapter 4.96 RCW. The Executive Director (or Office Manager/Book Keeper) shall be available to receive claims during normal business hours (generally Monday through Friday, 9:00 a.m. to 4:00 p.m.) at 5514 Key Peninsula Highway N., Lakebay, WA 98349, except during extenuating circumstances. Mailing address is PO BOX 70, Lakebay, WA 98349.

**BE IT FURTHER RESOLVED**, by the Board of Park Commissioners for Key Pen Parks the clerk of the Key Pen Parks will record this document with the Pierce County Auditor.

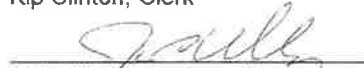
**PASSED AND ADOPTED** by the Board of Park Commissioners for Key Pen Parks at a regular meeting held at Volunteer Park Annex this 14<sup>th</sup> day of December, 2015.

Attest:

Key Pen Parks  
Board of Commissioners  
Pierce County, Washington

  
\_\_\_\_\_  
Mark Michel, President

  
\_\_\_\_\_  
Kip Clinton, Clerk

  
\_\_\_\_\_  
John Kelly, Member-at-Large

\_\_\_\_\_  
Edward Robison, Vice President

  
\_\_\_\_\_  
Bill Trandum, Member-at-Large





Meeting: June 14, 2021

Item # 13b

To: Board of Park Commissioners

From: Tracey Perkosky, Executive Director

Date: June 14, 2021

Subject: Approval of Partnership Agreements with Farm Tour

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### **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. Agreements with the Red Barn Youth Center and the Key Peninsula Historical Society were approved in February 2021.

Staff has now learned that the Farm Tour is moving forward this year, and this agreement is ready for approval. The agreement does have language stating that if the Farm Tour does not move forward due to impacts from Covid-19 or other issue that the funds will not given.

**Recommended Action:** Approve partnership agreement with The Farm Tour.

Attachment 1: Agreement between Key Pen Parks and Farm Tour

CONTRACT FOR SERVICES BETWEEN  
KEY PENINSULA METROPOLITAN PARK DISTRICT  
AND  
THE KEY PENINSULA FARM COUNCIL

THIS CONTRACT FOR COMMUNITY ENRICHMENT, entered this \_\_\_\_ day of June 2021 by and between the Key Peninsula Metropolitan Park District, a municipal corporation ("Key Pen Parks") and the Key Peninsula Farm Council ("KPFC"), a non-profit committee of the Key Peninsula Community Council, by which KPFC agrees to produce and promote the Key Peninsula Farm Tour and Fiber Arts Show in October 2021.

RECITALS

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

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

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

WHEREAS, the KPFC conducts the annual Key Peninsula Farm Tour and Fiber Arts Show; 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 KPFC find it mutually beneficial and in the public interest for Key Pen Parks to contract with KPFC for services as noted below.

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

CONTRACT

**1. Purpose.** Key Pen Parks and KPFC find it mutually beneficial to collaborate to offer programs and special events for the benefit of the residents of the Key Peninsula. Key Pen Parks is hereby contracting with KPFC to produce and promote the Key Peninsula Farm Tour and Fiber Arts Show in October 2021.

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

- a. Agrees to produce and promote the Key Peninsula Farm Toru and Fiber Arts Show during the first weekend in October 2021.

**3. Access and Use:** All residents of the Key Peninsula will be eligible to attend for free.

**4. Responsibilities.** KPFC shall be solely responsible for all costs associated with the promotion and operation of the Key Peninsula Farm Tour and Fiber Arts Show.

**5. Payment.** Key Pen Parks shall pay to KPFC for services as noted in item 2 above a total sum of One Thousand five Hundred Dollars (\$1,500) payable as follows:

- a. \$1,500 on November 1<sup>st</sup> by providing an invoice

**6. Default Events.** If any of the events (the "Default Events") set forth below occur, then Key Pen Parks shall be entitled to suspend payment if any is due and a prorated refund of the monies paid:

- a. The Farm Tour and Fiber Arts Show is cancelled.

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

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

**9. Reporting and Inspection.**

- a. KPFC 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 attendees.
  - ii. The number of volunteer hours contributed by KPFC volunteers
- b. At a regular meeting of Key Pen Parks Board of Park Commissioners KPFC shall provide a complete summary in writing and orally of the items listed in subsection 9.a. above for 2021.

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

**11. Hold Harmless and Indemnity.**

A. By Key Pen Parks.

Key Pen Parks agrees to indemnify, defend, save, and hold harmless KPFC, 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 KPFC, its officials, employees, volunteers, and/or agents.

B. By KPFC.

KPFC agrees to indemnify, defend, save, and hold harmless Key Pen Parks, its elected and appointed officials, employees, volunteers, and agents from any and all liability, demands,

claims, causes of action, suits or judgments, including costs, attorney fees, and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance by KPFC 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 KPFC, including claims by Key Pen Parks' or KPFC's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of Key Pen Parks and KPFC, 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 KPFC regarding the scope of services under this Contract, Key Pen Parks Executive Director and KPFC Treasurer 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 KPFC Treasurer, 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 KPFC under this Contract will be addressed and delivered to:  
KP Farm Council  
PO Box 13  
Vaughn, WA 98394  
Attn: Treasurer

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 FARM COUNCIL

\_\_\_\_\_  
Tracey Perkosky, Executive Director

\_\_\_\_\_  
Carolyn Wiley, Treasurer



Regular Meeting: June 14, 2021

Item # 13c

To: Board of Park Commissioners

From: Tracey Perkosky, Executive Director

Date: June 14, 2021

Subject: Authorize Executive Director to Enter Into Re-Negotiations with Taylor Bay Property Caretakers for Services and Compensation

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#### Background

In February 2020, Key Pen Parks entered into a Caretaker and Lease Agreement with Kyle and Karen Armstrong for the property known as Taylor Bay, for the period of March 2020 through June 2021. During the lease, the caretakers requested and were granted a reduced rent due to a loss in other income due to the pandemic closures. The moratorium on rent increases ends on June 30<sup>th</sup> and the Armstrong's understand that as a government entity it is not possible to keep the rent at its current low rate.

However, the Armstrong's wish to continue as the Caretakers and have done a wonderful job of providing the caretaker services described in the agreement. Like many people, they are still facing additional financial hardship lingering from the pandemic/post-pandemic situation we are in. They have asked to take on increased responsibilities which will help our maintenance staff which would support an increase in their rental credit for the work.

The Executive Director seeks authorization to re-enter into negotiations to increase the work scope and increase the rental credit.