

REGULAR MEETING AGENDA

February 04, 2025, 6:00 PM

PenMet Parks District Headquarters - 2416 14th Ave NW, Gig Harbor, WA 98335

Call to Order

Commissioner Roll Call:

	Present	Excused	Comment
Laurel Kingsbury, President			
William C. (Billy) Sehmel, Clerk			
Kurt Grimmer			
Steve Nixon			
Maryellen (Missy) Hill			

ITEM 1 President's Report

ITEM 2 Executive Director's Report

ITEM 3 Special Presentations

ITEM 4 Board Committee Reports

- 4a. Park Services Committee
- 4b. Finance Committee
- 4c. Administrative Services Committee
- 4d. Recreation Services Committee
- 4e. Campaign Committee
- 4f. External Committees

ITEM 5 Public Comments:

This is the time set aside for the public to provide their comments to the Board on matters related to PenMet Parks. Each person may speak up to three (3) minutes, but only once during the citizen comment period. Anyone who provides public comment must comply with Policy P10-106 providing for the Rules of Decorum for Board Meetings. A copy of the policy is available at each meeting and at www.penmetparks.org

ITEM 6 Minutes

- 6a. [Approval of the January 21, 2025 Regular Meeting Minutes](#)

ITEM 7 Consent Agenda

- 7a. [Resolution C2025-005 Approving Vouchers from January 2025](#)

ITEM 8 Unfinished Business

ITEM 9 New Business

9.1 [Purchasing Resolutions Requiring One Reading for Adoption](#)

[9.1a Resolution P2025-001 Authorizing the Executive Director to Sign the Agreement for District Headquarters HVAC System Upgrades with Art Anderson](#)

[9.1b Resolution P2025-004 Authorizing the Executive Director to Purchase Vehicles for Park Maintenance and Recreation Services](#)

9.2 Single Reading Resolutions Requiring One Reading for Adoption

9.3 Two Reading Resolutions Requiring Two Readings for Adoption

ITEM 10 Comments by Board

ITEM 11 Next Board Meetings

February 18, 2025 – Study Session at 5:00 pm and Regular Meeting at 6:00 pm at PenMet Parks District Headquarters – 2416 14th Ave NW, Gig Harbor, WA 98335

ITEM 12 Executive Session

12a. Executive Session for the purpose of discussing potential litigation to which the agency is likely to become a party when public knowledge regarding the discussion is likely to result in an adverse legal consequence pursuant to RCW 42.30.110 (i)

ITEM 13 Adjournment

BOARD OF PARK COMMISSIONERS MEETING PROCEDURES

The Board of Park Commissioners encourages the public to attend its Board meetings. All persons who attend Board meetings must comply with Board Policy P10-106 providing for the Rules of Decorum at Board Meetings. This Policy is to preserve order and decorum and discourage conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of Board meetings. A copy of the policy is available at each meeting and at www.penmetparks.org.



Peninsula Metropolitan Park District

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REGULAR MEETING – MINUTES

January 21, 2025, 6:00 PM

PenMet Parks District Headquarters - 2416 14th Ave NW, Gig Harbor, WA 98335

Call to Order Time: 6:03 pm

Commissioner Roll Call:

	Present	Excused	Comment
Laurel Kingsbury, President	x		
William C. (Billy) Sehmel, Clerk	x		
Kurt Grimmer		x	
Steve Nixon	x		
Maryellen (Missy) Hill	x		

Quorum: Yes

- **Commissioner moved to amend the agenda to include an Executive Session** for the purpose of discussing litigation, or potential litigation, to which the agency is, or is likely to, become a party when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence pursuant to RCW 42.30.110 (i) **as item 12a**, shifting the Executive Session to Review the Performance of a Public Employee. RCW 42.30.110 (g) to item 12b.
- Commissioner seconded.
- Roll Call Vote. Approved unanimously. Motion Carried.

ITEM 1 President's Report

- Appreciate attendees from community, values engagement.
- High volume of public input regarding McCormick Forest project; District will never undergo major project decisions without a public process. Goal is to prioritize public access to trails and outdoor properties; all input will be considered.
- Board cannot respond directly during public comment; Executive Director will share more during her report.
- Consent agenda includes a resolution for naming the soccer field at the Recreation Center Jarzynka Memorial Field, honoring the inspirational life of Gig Harbor High School and University of Washington sports hero Joseph David Jarzynka. Board recognizes and thanks Joe's parents, Sue and Dave Jarzynka, noting there will be time to honor Joe during the opening ceremonies of the Recreation Center.

ITEM 2 Executive Director's Report

- Executive Director, Ally Bujacich, shares letter from Gig Harbor Lions about December toy/gift drive partnership, with 2024 totals: new record 3,836 total gifts collected, with PenMet Parks and 3 local Girl Scout troops joining to collect and deliver 213 Giving Tree gifts.



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- Family Sweetheart dances will be held at, in partnership, with Ocean 5 on 2/8/25; Candy Land theme; unique activities planned, including cotton candy bar, cards for Ocean 5 arcade play to use at dance or save for later, professional photos, more.
- High demand for Senior Programs continues; debut of free Senior Bingo, with Olympic Civic Services, every other Friday at District Headquarters; Senior Trips planned include January's Tacoma Home & Garden Show, February's Musical 'Hamilton' in Seattle with 2 dates due to high demand, and March's LeMay Car Museum in Tacoma.
- Youth Basketball season is off to very smooth start; 86 teams held first practice last week; significant increase over 2024; Skills/Drills clinics returned based on community feedback; in-person coaching clinics, games begin this weekend.
- McCormick Forest Multi-Use Trails project continues to be of high interest; public process is an important part of any project, looking forward to public engagement.
 - A dedicated [project page](#) has been created on our website to share information, resources, opportunities to be involved; printed flyer also available at sign-in desk tonight.
 - Project summary, included on webpage, planned at Rotary Bark Park and McCormick Forest Park, west side of Bujacich Road, is to improve and provide multi-use trails based on community's top priorities, including trails for walking, hiking and biking. These priorities emerged from the PROS (Parks, Recreation, Open Space) plan, which we follow, and other sources that have provided insight into feedback gathered, statistically valid surveys, listening sessions and interviews. More information can be found in PROS plan.
 - Project has not started yet but an anticipated schedule and public input opportunities are listed on webpage; total project budget is \$550,000, funded through the District Capital Budget, with a scope to develop 1st phase of community use trails.
 - Some common questions are about impact to existing trails; the project will take into account existing site features, trees of significance, environmentally sensitive impacts; new trails not to affect existing trails or dog park.
 - The webpage will be updated to include Frequently Asked Questions, more information as the project advances, how to sign up as an Interested Party, be added to the mailing list, and opportunities to say involved. Looking forward to engaging with the community in next few months, when the project begins.
- Capital Project Manager, John Adams, and Park Services Director, Sue O'Neill, review Construction Change orders approved including #13 to Jody Miller for Recreation Center, #1-4 to Woodland Industries for Stormwater Ditch Maintenance, #1 for Lakeridge Paving for Narrows Park Access Road, 1-2 to Soundview Landscape & Sprinkler for Mini-golf project.
- **Board Comment:** Attended grandson's basketball practice; he loves his coach; whole family enjoyed their time; parents were in PAA and PenMet growing up too.

ITEM 3

Special Presentations

3a. Special Events Report - Fall/Winter 2024



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- Recreation Services Director, Tracy Gallaway, introduces Special Events Coordinator, Ryan Sparks, who reviews Fall and Winter events.
- Scarecrow Festival on 10/5 was very well attended; highlights include Pumpkin Launcher to raise Rec Center scholarship funds; food drive with Kiwanis; showcase for local makers market and nonprofits; 21 participants in Scarecrow Contest; crafts; hayrides; bounce house, petting zoos (Miracle Ranch); Peewee Rodeo; Pumpkin Carving Demo; food vendors.
- Review of sponsors, partners, budget and revenue summaries, survey results, which include expanded of shuttle service and parking; maintenance staff request for better line management, additional staff radios and equipment during event; contingency plan for inclement weather; improved management plan for closing gates when parking is totally full; additional family-friendly activities.
- Trunk or Treat on 10/25 back for 2nd year; goals to provide safe, fun alternative to trick or treating prior to Halloween for community, engaging partners and distributing treats.
- Review of sponsors, partner, budget and revenue summaries, survey results, which include how to provide estimates for volume of candy; timing felt right at 2 hours; location did not allow for line management; exploring new location, additional food and beverage options.
- Cookies with Mr. & Mrs. Claus on 12/14 was a fun, festive event, hosted in partnership with PSD (Peninsula School District) and Kiwanis food drive.
- Review of sponsors, partner, budget and revenue summaries, survey results include looking at expanding time slots as attendees appreciated being able to take their time; exploring other locations; possibly adding option for Breakfast with Santa.
- **Board Comments:** Appreciation for excellent kick off to the season, great execution. Kiwanis used to do Breakfast with Santa events, they may be interested in helping or sharing information.
- **Board Question:** How did food vendors do at Scarecrow Festival? **Answer:** Every vendor sold out.

3b. November 2024 Financial Report

- Finance Director, Jessica Wigle, reviews financial report and presentation.

3c. Recreation Center Fees

- Recreation Services Director, Tracy Gallaway, notes at the 11/19 Study Session included proposed operational plans and fee structure, the Board asked for further pricing considerations for family pass, open gym options.
- Updated proposed changes now include pass for in-district residents at no charge for walk track, nominal charge for out-of-district; open gym pass tiered pricing updated for out-of-district; also includes single use, 10 or 20 punch options; and family passes not limited to # of members, as long as they reside in same household.
- **Board Questions:** Will scholarships be available for the passes as well? Will assistance be available both in and out of district? **Answer:** Yes,



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financial assistance applications will be accepted for passes, for all ages and all locations or residences.

- **Board Comment:** Appreciation for doing this work; not convinced it is a perfect solution, but it is a good start and seems fair, all things considered. Interested in feedback. **Staff:** Agree this is a starting point, look forward to hearing from community and staff, willing to make adjustments based on feedback.

ITEM 4

Board Committee Reports

4a. Park Services Committee

- Meeting held 1/14/25; heard from Pierce County Conservation Futures program grant application; update on mini golf, theming elements cost and rankings as budget did not support all 12 elements; updates on Rec Center project; Fox Island Fishing Pier update, with changes to be added including automatic locks for gate; update on FI Fishing pier project; change will be added to include auto locks for gate; going forward will meet 4th Friday each month, next scheduled for 2/28/25.
- **Board Questions:** How many of the 12 theme elements did the budget cover? Could sponsors be considered for excluded element if Commissioners can engage interested groups, how soon would funds be needed? **Answers:** 11 of 12 were included, only the net shed at \$15,000 – 20,000 was not. Funding structure is a combination of general fund and fundraised sponsor dollars. Staff will send Commissioner information on the net shed.

4b. **Finance Committee** – has not met since last meeting

4c. **Administrative Services Committee** – has not met since last meeting

4d. **Recreation Services Committee** – has not met since last meeting

4e. **Campaign Committee** – has not met since last meeting

4f. External Committees

- Commissioner Nixon and President Kingsbury attended TNAC (Tacoma Narrows Airport Commission) meeting on 1/14, will meet every other month; main items were election of officers, primary review and recommendations for County Executive in support of a planned Airport Day in 2025.

ITEM 5

Public Comments:

- Comment by: Cyndy Dillon, Gig Harbor
- Comment by: Chris Reanier, Fox Island
- Comment by: Chris Ammann, Gig Harbor
- Comment by: Bobbie Busch, Gig Harbor
- Comment by: Ben Sleeter, Gig Harbor, Narrows Baseball Club
- Comment by: Betty Lilienthal, Gig Harbor
- Comment by: Patrick Ammann, Gig Harbor

ITEM 6

Minutes

6a. Approval of the January 7, 2025 Study Session Minutes



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6b. Approval of the January 7, 2025 Regular Meeting Minutes

- Commissioner moved to adopt the minutes as presented.
- Commissioner seconded.
- Roll call vote. Unanimously approved. Motion carried.

ITEM 7

Consent Agenda

7a. Resolution C2025-003 Approving Asset Names for Certain PenMet Parks Recreation Center Campus Facilities

7b. Resolution C2025-004 Authorizing the Executive Director to Sign the Conservation Futures Application - Receiving Agency Affidavit

- Commissioner moved to adopt the consent agenda as presented.
- Commissioner seconded.
- Roll call vote. Unanimously approved. Motion carried.

ITEM 8

Unfinished Business – None

ITEM 9

New Business

9.1 Purchasing Resolutions Requiring One Reading for Adoption

9.1.a Resolution P2025-002 Authorizing the Executive Director to Sign the Construction Contract for District Headquarters Construction Corrections with J.A. Morris Construction, LLC

- Commissioner moved to adopt the resolution as presented.
- Commissioner seconded.
- Park Services Director, Sue O'Neill, provides presentation.
- Roll call vote. Unanimously approved. Motion carried.

9.1.b Resolution P2025-003 Authorizing the Executive Director to Purchase Mini Golf Theming Elements

- Commissioner moved to adopt the resolution as presented.
- Commissioner seconded.
- Park Services Director, Sue O'Neill, provides presentation.
- **Board Question:** How much time is needed to secure donor funds in time to purchase the element not included in budget? **Answer:** 1 – 2 weeks; vendor waiting on payment to begin production.
- Roll call vote. Unanimously approved. Motion carried.

9.2 Single Reading Resolutions Requiring One Reading for Adoption

9.2.a Resolution R2025-001 Designating Certain Individuals as Authorized Signers at District Financial Institutions

- Commissioner moved to adopt the resolution as presented.
- Commissioner seconded.
- Finance Director, Jessica Wagle, provides presentation.
- Roll call vote. Unanimously approved. Motion carried.

9.3 Two Reading Resolutions Requiring Two Readings for Adoption - None

ITEM 10

Comments by Board



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- Thanks to the public for participation; appreciation of time and effort to come out, listen and give input; invites emails to contact for further discussion.
- Special thanks to Sue & Dave Jarzynka.

ITEM 11 Next Board Meetings

- February 4, 2025 – Study Session at 5:00 pm and Regular Meeting at 6:00 pm at PenMet Parks District Headquarters – 2416 14th Ave NW, Gig Harbor, WA 98335

ITEM 12 Executive Session

12a. Executive Session for the purpose of discussing litigation or potential litigation to which the agency is or is likely to become a party when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence pursuant to RCW 42.30.110 (i).

- The estimated length of time for the Executive Session is 30 minutes. The Board is not expected to take final action following the Executive Session.
- The Board is starting the Executive Session at 7:45 pm.
- The Board ended the Executive Session at 8:16 pm.

12b. Executive Session to Review the Performance of a Public Employee. RCW 42.30.110 (g).

- The estimated length of time for the Executive Session is 30 minutes. The Board is not expected to take final action following the Executive Session.
- The Board is starting the Executive Session at 8:17 pm.
- The Board ended the Executive Session at 8:28 pm.

ITEM 13 Adjournment Time: 8:28 pm.

BOARD OF PARK COMMISSIONERS MEETING PROCEDURES

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Approved By the Board on _____

 Laurel Kingsbury, Board President

 William C. (Billy) Sehmel, Board Clerk

 Attest: Amanda Walston, Board Secretary



Peninsula Metropolitan Park District

RESOLUTION NO. C2025-005

APPROVING VOUCHERS FROM JANUARY 2025

WHEREAS, the Peninsula Metropolitan Park District Board of Park Commissioners approved the 2025 operating budget in Resolution RR2024-010 and the 2025 capital budget in Resolution RR2024-011 on November 19, 2024; and

WHEREAS, expenditures are within the current resource projections at the fund level; and

WHEREAS, the Executive Director or his or her designee has certified that the materials have been furnished, the services rendered, or the labor performed as described, and that each claim represents a just, due, and unpaid obligation against the District;

NOW THEREFORE BE IT

RESOLVED by the Board of Park Commissioners of the Peninsula Metropolitan Park District that vouchers in the amounts and for the period indicated on Attachment "A" be approved for payment.

The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on February 4, 2025.

Laurel Kingsbury, Board President

William C. (Billy) Sehmel, Board Clerk

Attest: Ally Bujacich



Attachment A to Resolution C2025-005

For the period beginning 01/07/2025 and ending 01/07/2025

Voucher # 250101001 through # 250101019 is approved for payment in the amount of \$121,535.12.

and

For the period beginning 01/14/2025 and ending 01/14/2025

Voucher # 250102001 through # 250102022 is approved for payment in the amount of \$27,956.31.

and

For the period beginning 01/21/2025 and ending 01/21/2025

Voucher # 250103001 through # 250103030 is approved for payment in the amount of \$1,246,632.79.

and

For the period beginning 01/28/2025 and ending 01/28/2025

Voucher # 250104001 through # 250104041 is approved for payment in the amount of \$98,938.55.



DISTRICT COMMISSION MEMO

To: Board of Park Commissioners

Through: Ally Bujacich, Executive Director

Through: Sue O'Neill, Director of Park Services

From: John Adams, Project Manager

Date: February 4, 2025

Subject: **Resolution P2025-001 Authorizing the Executive Director to Sign the Agreement for District Headquarters HVAC System Upgrades with Art Anderson**

Background

The Peninsula Metropolitan Park District Board of Park Commissioners passed Resolution RR2023-015 adopting the 2024 Annual Capital Budget and Capital Improvement Plan, which allocated a total project budget of \$414,000 for the District Headquarters HVAC System Upgrade.

Roof top units were replaced in the spring of 2024. The Consultant will provide design and construction administration services to evaluate, modify and upgrade the HVAC system to properly condition the District Headquarters building for its current use. Upgrading the existing HVAC system was not included in the scope of work for the building renovation.

The project budget is summarized below:

Project Budget Summary	
Roof top units – Completed Spring 2024	\$31,457.10
A&E Design Costs	\$81,903.00
Estimated Construction Costs	\$300,639.90
Total project budget	\$414,000.00



On October 25, 2024 staff issued a Request for Qualifications to Upgrade the HVAC System at PenMet Parks District Headquarters to 30 firms registered on the MRSC Roster in accordance with Policy P40-102: Purchasing Policy. Four statements of qualifications were received by the deadline of November 12, 2024. A selection committee was formed to evaluate submittals. Art Anderson was identified as the most qualified firm. District staff negotiated an agreement in an amount not to exceed \$81,903.00, excluding Washington State Sales Tax, which is within the amount appropriated to complete the District Headquarters HVAC System Upgrade.

Policy Implications/Support

1. The Board approved Resolution RR2023-015 adopting the 2024 Annual Capital Budget and Capital Improvement Plan, which allocated funding for the CRC-1 Replace HVAC System.
2. Policy P10-101: Board Policy and Procedures states, in part, that the Peninsula Metropolitan Park District is accountable to its citizens for its use of public dollars.
3. Completing this project will advance District goals and objectives, including:
 - Effectively manage and maintain assets to preserve existing infrastructure to provide parks and recreation opportunities for the community.
 - Create meaningful places.
 - Balanced financial accountability.

Staff Recommendation

Staff recommends the Board pass Resolution P2025-001 authorizing the Executive Director to sign the agreement for the District Headquarters HVAC System Upgrade with Art Anderson in an amount not to exceed \$81,903.00.

Staff Contact

If you have any questions or comments, please contact Sue O'Neill 253-330-2638 or via e-mail at soneill@penmetparks.org.

Attachments:

Exhibit A: Resolution P2025-001



Peninsula Metropolitan Park District

RESOLUTION NO. P2025-001

AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN THE AGREEMENT FOR DISTRICT HEADQUARTERS HVAC SYSTEM UPGRADES WITH ART ANDERSON

WHEREAS, the Peninsula Metropolitan Park District Board of Park Commissioners allocated funding for the District Headquarters HVAC System Upgrade in the 2024 Capital Budget and Capital Improvement Plan (CIP); and

WHEREAS, the Board of Park Commissioners passed Resolution RR2023-015 adopting the 2024 capital budget and capital improvement plan including the District Headquarters HVAC System Upgrade budget in the amount of four hundred fourteen thousand and 00/100 dollars (\$414,000.00); and

WHEREAS, District staff followed Policy P40-102: Purchasing / Procurement Policy to procure professional services for the District Headquarters HVAC System Upgrade using a Request for Qualifications (RFQ No. 2024-01B) process; and

WHEREAS, Art Anderson was identified as the most qualified firm, and

WHEREAS, staff negotiated an agreement with Art Anderson in an amount not to exceed eighty-one thousand, nine hundred three and 00/100 dollars (\$81,903.00) for the pre-design, design, permitting, bidding, construction, and closeout phases;

NOW THEREFORE BE IT

RESOLVED, by the Board of Park Commissioners, that the Executive Director be authorized to execute the agreement for the design of the District Headquarters HVAC System Upgrade with Art Anderson in an amount not to exceed eighty-one thousand, nine hundred three and 00/100 dollars (\$81,903.00), excluding applicable WSST, in substantially the form attached as Exhibit A.

The forgoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on February 4, 2025.

Laurel Kingsbury, Board President

William C. (Billy) Sehmel, Board Clerk

Attest: Ally Bujacich

Peninsula Metropolitan Park District



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 13th day of December 2024 by and between The PENINSULA METROPOLITAN PARK DISTRICT, a municipal corporation, hereinafter referred to as the "District", and Art Anderson, whose address is 830 Pacific Ave. Ste. 200, Bremerton, WA 98337 hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the Consultant represents it is qualified to perform services described in paragraph 2 herein and holds all necessary licenses and government permits therefore;

WHEREAS, the District desires to meet more fully the needs of citizens residing within its district for participation in and enjoyment of recreational and cultural programs which beneficially contribute to the well-being of its citizens;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is hereby agreed as follows:

1. Independent Contractor Status. The Consultant is considered an independent contractor who shall at all times perform its duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe its status to be that of an agent or employee of the District, nor shall it be eligible for any employee benefits.

A. The Consultant represents and warrants that that any and all federal, state, and local mandatory deductions or other charges and taxes imposed by law and/or regulation upon the Consultant are current. The Consultant acknowledges that all such deductions, charges and taxes shall be the sole responsibility of the Consultant. If the District is assessed, liable or responsible in any manner for those deductions, charges or taxes, the Consultant agrees to indemnify and hold the District harmless from those costs, including attorney's fees.

B. The Consultant shall provide at its sole expense all materials, office space, telephone and utility services, and other necessities to perform fully and timely its duties and services under this Agreement, unless otherwise specified in writing.

C. The Consultant shall comply with all applicable federal, state and local laws, ordinances, rules and regulations, and shall assist the District in complying with those conditions concerning grants and other federal assistance under the laws of the County of Pierce, the State of Washington, the United States of America, or such other laws as are applicable to the Scope of Services under this Agreement. The Consultant shall at its sole expense, obtain and keep in force any necessary licenses, permits, and tax certificates.

D. The Consultant shall conduct its professional services under this Agreement with the same care and skill ordinarily used by members of the Consultant's profession under similar circumstances, at the same time and in the same locality.

E. Debarment Certification. The Consultant certifies that neither the Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, the Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at:

www.sam.gov and <https://secure.ini.wa.gov/debarandstrike/ContractorDebarList.aspx>

2. Scope of Services.

A. The Consultant agrees to perform HVAC design and contract administration services as set forth in Exhibit A of this Agreement. All obligations and services of the Consultant undertaken pursuant to this Agreement shall be satisfactorily completed in accordance with the schedule identified in Exhibit A of this Agreement.

B. The Consultant agrees to design the project within the total construction budget of Three Hundred Thousand Dollars (\$300,000.00).

3. Compensation and Method of Payment.

A. In consideration of the services to be provided by the Consultant, the District will pay not more than Eighty one thousand, nine hundred three and 00/100 dollars (\$81,903.00), which includes a reimbursable costs of \$1,100, and is excluding Washington State Sales Tax. In the event that the Consultant fails to pay any assessed mandatory deductions including, but not limited to, industrial insurance, FICA, Employment Security, and federal withholding the Consultant authorizes the District to deduct and withhold or pay over to the appropriate governmental agencies those unpaid amounts upon request and direction by the appropriate governmental agency. Any such payment will be deducted from the Consultant's total compensation.

B. Payment to the Consultant will be made only upon receipt of the Consultant's original written invoice following performance of the services provided herein (or for the percentage completed) and during the District's ordinary billing cycle. The District's ordinary billing cycle is once per month.

C. Final payment will not be made until all services and any specified deliverables have been completed to the satisfaction of and accepted by the District, which may include acceptance by the Board of Park Commissioners.

D. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, to have been improperly invoiced. In no event shall the total of the District's payment pursuant hereto exceed the contract price set forth in Paragraph 3.A. above. Any request for payment in excess of the contract amount shall automatically be rejected unless, prior to performing the service, the Consultant has obtained express written approval from the District for such services and written approval of the additional cost.

4. Publications. The Consultant shall obtain the District's approval prior to the publication of any of the results of services performed or to be performed pursuant hereto. Any publications that may be authorized shall acknowledge that the District provided financial support pursuant to this agreement as follows:

"FUNDED BY THE PENINSULA METROPOLITAN PARK DISTRICT"

5. Reporting. The Consultant, at such time and in such form as the District may require, shall furnish the District with periodic reports pertaining to the services and deliverables undertaken pursuant to this Agreement. The Consultant will make available to the District all work-related accounts and records for auditing, monitoring, or evaluation during normal business hours.

6. Ownership of Deliverables.

A. Ownership of the originals of the Consultant's deliverables as defined in the scope of services and provided by the consultant as a result of this Agreement, whether or not completed, shall be vested in the District. Any reuse of these materials by the District for projects or purposes other than those which fall within the scope of this Agreement or the project to which it relates, without written approval by the Consultant, will be at the sole risk of the District.

B. The District acknowledges the Consultant's deliverables as instruments of professional service. Nevertheless, the deliverables prepared under this Agreement shall become the property of the District upon completion of the services. The District agrees to hold harmless and indemnify the Consultant against all claims made against the Consultant for damage or injury, including defense costs, arising out of the District's reuse of Consultant's deliverables for a District project unless the District obtains the Consultant's written authorization for such use.

C. Methodology, materials, software, logic, and systems developed under this Agreement are the property of both the District and the Consultant, and may be used by the District and the Consultant as each sees fit, including the right to revise or publish the same without limitation and for use in similar projects, subject to the provisions of paragraph 6.B. above.

7. Termination.

A. The District may terminate the Consultant's performance of services under this Agreement through written notice to the Consultant, in whole, or from time to time in part, whenever the Consultant fails to perform in a timely manner and fully, faithfully, and in a safe and responsible manner, the services required herein, or whenever the fulfillment or accomplishment of the purpose of this Agreement has in the judgment of the District become impossible or impractical for whatever reason.

1. If the cause of termination is by reason of the Consultant's breach of this Agreement, then termination shall not relieve the Consultant of liability to the District for damages sustained by the District, and the District may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount owing the Consultant is determined.
2. If the cause of termination is not by reason of the Consultant's breach of this Agreement, then the District shall be liable only for payment of services performed or furnished prior to the effective date of termination. The Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Agreement, less payments of compensation previously made.

3. Any and all notices affecting or relative to this Agreement shall be effective if in writing and delivered or mailed, postage and fees prepaid, to the respective party being notified at the address listed with the signature of this Agreement. The parties' addresses may be changed by the same method of notice.

B. The Consultant may terminate this Agreement if the Consultant provides written notice to the District of its material breach of the terms of this Agreement and, after seven (7) business days prior written notice, the District fails to cure such breach. The Consultant's notice shall specify the nature of the breach and the steps necessary to cure the breach. If the breach cannot reasonably be cured within the 7 business day period, so long as the District is taking reasonable steps to cure the breach, it shall have additional time to do so and the Agreement shall not terminate. Upon termination, the Consultant shall be entitled to full compensation for services rendered up to the termination date in accordance with the payment schedule and for reasonable costs and expenses associated with closing out the project.

8. Indemnification.

A. The Consultant shall indemnify and hold harmless the District, its officials, officers, agents, employees, volunteers, and representatives, from, , any and all claims, demands, damages, suits at law or at equity, liabilities, losses, judgments, liens, expenses, and costs caused or alleged to be caused by the negligent and / or wrongful acts, errors, and/or omissions by the Consultant, its employees, agents, representatives or volunteers relative to or in connection with the Consultant's services covered hereunder, except for injuries and damages caused by the sole negligence of the District. In the event of recovery due to the aforementioned circumstances, the Consultant shall pay any judgment or lien arising therefrom, including any and all costs as part thereof.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the District, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES. The provisions of this section shall survive the expiration or termination of this Agreement.

9. Insurance. Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors. Consultant's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the District's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01

or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The District shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the District.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- B. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$2,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products - completed operations aggregate limit.
- C. Other Insurance Provision. Consultant's Automobile Liability and Commercial General Liability policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the District. Any insurance maintained by the District shall be excess of Consultant's insurance and shall not contribute with it.
- D. Consultant's Insurance for Other Losses. Consultant shall assume full responsibility for all loss or damage from any cause whatsoever to any materials, tools, Consultant's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Consultant, or the Consultant's agents, suppliers or subcontractors as well as to any temporary structures, scaffolding and protective fences.
- E. Waiver of Subrogation. Consultant and the District waive all rights against each other, any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to the Insurance Requirements Section of this Agreement or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.
- F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- G. Verification of Coverage. Consultant shall furnish to District original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of Consultant before commencement of any work.
- H. Subcontractors. Consultant shall have sole responsibility for determining the insurance coverage and limits required to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.
- I. Notice of Cancellation. Consultant shall provide District and all additional insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

- J. Failure to Maintain Insurance. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which District may, after giving five business days' notice to Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to District on demand.
10. Non-Discrimination. Except to the extent permitted by bona fide occupation qualification, the Consultant agrees as follows:
- A. The Consultant shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to, the following: Recruitment, employment, upgrading, demotion or transfer, advertising, lay-off or termination, establishing rates of pay or other forms of compensation and selection for training.
 - B. The Consultant shall in all solicitation from employees or job orders for employees placed with any employment agency, union, or other firm or agency, state that all qualified applicants shall receive consideration for employment without regard to their race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap. The words: "Equal Opportunity Employer" shall appear in all advertisements.
 - C. The Consultant shall include the intent of the foregoing provisions of the foregoing paragraphs (a) and (b) in every subcontract or purchase order for the goods or services which are subject matter of this Agreement.
 - D. In the event of noncompliance by the Consultant with any of the non-discrimination provisions of the Agreement, the District will have the right, at its option, to cancel the Agreement in whole or in part by written notice. If the Agreement is canceled after partial performance, the District will be obligated to pay only for that portion of the total work authorized under this Agreement that is satisfactorily completed.
11. Assignment and Subcontract. The independent Consultant shall not assign, subcontract, delegate, or transfer any interest or claim to or under this Agreement or for any of the compensation due it hereunder, in whole or in part, except as authorized in writing by the District.
12. Conflict of Interest. No officer, employee or agent of the District who exercises any function or responsibilities in connection with the planning and carrying out of the program to which this Agreement pertains shall have any personal financial interest, direct or indirect, in this Agreement. The Consultant shall comply with all federal, state and local conflict of interest laws, statutes and regulations as they shall apply to all parties and beneficiaries under this Agreement, as well as to officers, employees or agents of the District. The Consultant represents that the Consultant presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Agreement pertains which would conflict in any manner or degree with the performance of the Consultant's services and obligations hereunder. The Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed.
13. Enforcement. If by reason of the default on the part of either party in the performance of any of the provisions of this Agreement and becomes necessary for the non-defaulting party to employ an attorney, the defaulting party agrees to pay all costs and legal expenses expended and/or incurred by the non-defaulting party.

14. Interpretation and Venue. Washington law will govern the interpretation of this Agreement. Any dispute as to the enforcement or interpretation of this Agreement shall be determined by litigation in accordance with the laws of the State of Washington. The prevailing party in any litigation arising under this contract shall be entitled to reasonable attorney's and expert witness fees. Pierce County shall be the venue of any litigation.
15. Unenforceable Clauses. If one or more of the Agreement clauses is found to be unenforceable, illegal or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal or contrary to public policy.
16. Entire Agreement. This Agreement constitutes the complete and final agreement of the parties, replaces and supersedes all oral and written proposals and agreements heretofore made on the subject matter, and may be modified only by a writing signed by both parties. Each party hereby acknowledges receipt of a copy of this Agreement executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year first above written.

PENINSULA METROPOLITAN PARK
DISTRICT, a municipal corporation

Art Anderson

Ally Bujacich, Executive Director

 Ben Anderson (Jan 24, 2025 15:39 PST)

Ben Anderson, PE
President & CEO

Address:

830 Pacific Avenue, Suite 200

Bremerton, WA 98337

(Phone): 360-479-5600

(E-Mail): nanderson@artanderson.com

Fed Tax No.: 91-0850579

L & I Acct. No.: 288.507-00

UBI No.: 600002584

EXHIBIT A

PROJECT DESCRIPTION

The Consultant will provide design and construction administration services to modify the existing HVAC system and add necessary HVAC components to properly condition the District Headquarters Building for its current use.

SCOPE OF WORK

Consultant shall design project to modify existing system and add necessary HVAC components to properly condition the HQ Building for its current use.

Consultant will undertake project tasks including, but not limited to:

TASK -1 Pre-design (1-1.5 Months)

Scope of Work:

- Evaluate existing HVAC system and conditions at the renovated HQ Building
- Assessment of existing conditions
- Evaluate options and make recommendations within project budget.
- Analysis of existing: Electrical, HVAC/Mechanical, Plumbing, and other Design Elements.
- Coordinate with District staff on recommendation and cost associated with total improvements needed for facility to comply with all current building codes/conditions to fully meet the expectations of PenMet Parks and our Community
- Analysis to include scope and fee structure.

TASK 2 Design (2 - 4 months)

Scope of Work:

- Provide Schematic Design for review.
- Provide Design Documentation including Project Scope, Specifications, Plan Sets, and Contract Development that may include bid alternates and additives.
- Provide probable cost of construction (Cost Estimate).
- Attend meetings and provide presentations with District Staff to discuss progress and receive feedback for final design elements.
- Provide Plans, Specifications and final contract development for Permitting and Bidding.
- Provide All documents necessary for putting project out to bid.
- Assist as required with the Bidding Process and Award of Construction Contract

TASK 3 Construction Administration (2 - 3 months)

Scope of Work:

- Oversee Construction
- Attend pre-construction meeting and keep minutes
- Provide support necessary to manage the project effectively and efficiently. This will include permitting support needs/requirements, review and approve submittals, site visits to confirm design elements during construction, responding to requests for information, review of change order requests and pricing, minimum of biweekly OAC meetings during construction, reviewing project schedules and recommending updates, commissioning support, verify testing air balancing, final inspections and close out documentation.

TASK 4 Post-Construction/Closeout (2 - 4 weeks)

Scope of Work:

- Occupancy
- Inspect building and provide final punch-list review with recommendations.
- Warranty review/approval
- Review As-Built Information for Accuracy and Completeness
- Final documentation / Close Out Docs

Deliverables:

- Existing Conditions Site assessment, load calcs, alternatives, recommendations
- Schedule – Milestones, from *Site Assessment through Construction Documents*
- Subconsultants – Required to provide a complete Design for Construction
- Design – Schematic, Design Documents, 100% Construction Documents, Bid Documents
- Permitting – Pierce County, others
- Level of Bid Support - Prepare bid documents, assist with advertise to bid, assist with bid evaluations and contractor selection.
- Construction Management
 - Assist with construction management – RFIs, Submittals, Schedule, Budgets.
 - Attend OAC meetings at least bi-weekly
 - Attend Construction Kickoff and Milestone completion on site meetings – anticipate 3-4 meetings
- Construction Inspection support - assist with construction inspections
- Project Closeout - Punchlist, Commissioning, Occupancy, Warranty, O&Ms
- If required/requested – meetings with elected officials, PenMet Parks staff, the community, and project stakeholders.

SCHEDULE

Project completion: July 15, 2025 or as revised through an updated, approved schedule.

COST OF WORK

Total cost of work shall not exceed \$81,903.00 and shall be billed per the following rate schedule:

Rate Schedule:

Principal Architect/Engineer:	Rate per Hour:	\$220
Other Art Anderson Employees:		
Project Manager	Rate per Hour:	\$199
Senior Engineer	Rate per Hour:	\$175
Engineer	Rate per hour:	\$137
Senior Designer:	Rate per hour:	\$137
Project Designer:	Rate per hour:	\$121
Designer:	Rate per hour:	\$100

Consultants: None anticipated	Cost: N/A
Reimbursable Expenses:	Cost: At Cost

Estimated cost by task:

A – Reimbursables: General Items	\$ 1,100.00
B – Task 1: Pre-Design and Schematic Design Phases	\$10,259.00
C – Task 2: Design Development Phase	\$50,249.00
D – Task 3: Contract Documents, Permit and Bid Phase	\$16,445.00
E – Task 4: Construction Phase	\$ 3,850.00


Contract from PenMet Parks


Final Audit Report


2025-01-24


Created:	2025-01-24
By:	Heather Helbach-Olds (hhelbach@penmetparks.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAArDrv4uJ9kOi4gqIIAafYcth4D4IEP8i3


"Contract from PenMet Parks" History

 Document created by Heather Helbach-Olds (hhelbach@penmetparks.org)
2025-01-24 - 7:15:22 PM GMT

 Document emailed to Ben Anderson (nanderson@artanderson.com) for signature
2025-01-24 - 7:15:29 PM GMT

 Email viewed by Ben Anderson (nanderson@artanderson.com)
2025-01-24 - 7:16:09 PM GMT

 Document e-signed by Ben Anderson (nanderson@artanderson.com)
Signature Date: 2025-01-24 - 11:39:23 PM GMT - Time Source: server

 Agreement completed.
2025-01-24 - 11:39:23 PM GMT



DISTRICT COMMISSION MEMO

To: Board of Park Commissioners

Through: Ally Bujacich, Executive Director

Through: Sue O'Neill, Director of Park Services

Date: February 4, 2025

Subject: **Resolution P2025-004 Authorizing the Executive Director to Purchase Park Maintenance and Recreation Services Vehicles**

Background/Analysis

PenMet Parks evaluates vehicle and equipment needs from a functional and performance perspective annually. With the opening of the Recreation Center and expanding recreation services programs, additional vehicles are needed to support increased grounds and facility maintenance requirements along with recreation services needs including senior programs and mobile recreation.

Quotes for the vehicle purchases were requested from five area dealerships. Three dealerships provided quotes. Vehicles will be purchased from the dealership with the lowest total cost. New vehicles will allow PenMet Parks to continue delivering efficient parks maintenance and recreation services for our community.

Funding Analysis

The adopted 2024 Capital Budget included \$275,000.00 for two new maintenance and operations vehicles and two new recreation services vehicles. PenMet Parks followed the procurement guidelines in Policy P40-102: Purchasing Policy to secure quotes for a 2024 Ford F350 Truck (4WD), a 2024 Ford Transit 250 Cargo Van, a 2024 350 Ford Transit 15 passenger Van, and a 2024 Ford Transit 12 passenger/Cargo Van. This vehicle purchase supports operational needs to maintain consistent, high-quality parks and facilities and to provide recreational programs.



The total cost of \$251,725.89 for the four vehicles is within the capital budget appropriation. The table below lists the purchase price for each vehicle.

Item	Total Purchase Price
2024 Ford F350 Truck (4WD)	\$59,987.00
2024 Ford Transit 250 Cargo Van	\$54,584.13
2024 350 Ford Transit 15 passenger Van	\$66,383.30
2024 Ford Transit 12 passenger/Cargo Van AWD	\$70,771.46

Policy Implications/Support

1. Purchasing the identified equipment will advance District goals and objectives, including:
 - a. Effectively manage and maintain assets to preserve existing infrastructure to provide parks and recreation opportunities for the community.
 - b. Balanced financial accountability.
2. The Board passed Resolution RR2024-011 adopting the 2024 Annual Capital Budget and Capital Improvement Plan which appropriates \$275,000.00 for two new maintenance and operations vehicle and two new recreation services vehicles.

Staff Recommendation

Staff recommends the Board pass Resolution P2025-006 Authorizing the Executive Director to Purchase Park Maintenance and Recreation Services Vehicles.

Staff Contact

If you have any questions or comments, please contact Sue O'Neill at 253-330-2638 or via e-mail at soneill@penmetparks.org.

Attachments:

Exhibit A: Resolution P2025-004 Authorizing the Executive Director to Purchase Park Maintenance and Recreation Services Vehicles



Peninsula Metropolitan Park District

RESOLUTION NO. P2025-004

AUTHORIZING THE EXECUTIVE DIRECTOR TO PURCHASE PARK MAINTENANCE AND RECREATION SERVICES VEHICLES

WHEREAS, the Peninsula Metropolitan Park District Board of Park Commissioners adopted the goal to effectively manage and maintain assets to preserve existing infrastructure to provide parks and recreation opportunities for the community; and

WHEREAS, the Board of Park Commissioners passed Resolution RR2024-011 adopting the 2025 Annual Capital Budget and Capital Improvement Plan which appropriates \$275,000.00 for two new maintenance and operations vehicle and two new recreation services vehicles; and

WHEREAS, PenMet Parks followed Policy P40-102: Purchasing / Procurement Policy to solicit pricing for new equipment using the competitive quote process

NOW THEREFORE BE IT

RESOLVED, by the Board of Park Commissioners that the Executive Director be authorized to negotiate the terms and conditions and sign the agreements to purchase two new maintenance and operations vehicle and two new recreation services vehicles as described in Exhibit A through area dealerships in an amount not to exceed \$251,725.89.

The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on February 4, 2025.

Laurel Kingsbury, Board President

William C. (Billy) Sehmel, Board Clerk

Attest: Amanda Walston



Exhibit A to Resolution P2025-006

Item	Total Purchase Price
2024 Ford F350 Truck (4WD)	\$59,987.00
2024 Ford Transit 250 Cargo Van	\$54,584.13
2024 350 Ford Transit 15 passenger Van	\$66,383.30
2024 Ford Transit 12 passenger/Cargo Van AWD	\$70,771.46



Gig Harbor, WA 98335
Phone: 253.858.3400
Fax: 253.858.3401

Federal ID #: 33-1094284

PO #: 2025-0003

Date: 1/29/25

TO:	Kendall - Commercial Fleet
ADDRESS:	15900 Smoky Point Blvd
CITY, STATE:	Marysville, WA 98271
PHONE:	(360) 651-4850
ACCOUNT:	

Park Name	Job Location #
Crescent Lake	312
Cushman Trail	310
Dog Park	308
Fox Island Ferry Landing	313
Fox Island Fishing Pier	314
Hales Pass Park	304
Harbor Family Park	307
Horseshoe Lake	322
Knight Forest	321
Kopachuck Heights	305
Madrona Golf Course	317
Maplewood	306
McCormick Forest Park	309
Narrows Park	311
Narrowsgate	320
Peninsula Gardens Park	319
Peninsula Recreation Area	315
Rosedale Park	302
Sehmel Homestead Park	301
Sunrise Beach Park	316
Tacoma DeMolay Sandspit Nature Preserve	318
Wallaheet Estuary	303

[illegible]

Tax

Total	\$66,383.30
-------	-------------

Purchasing Agent _____

Executive Director _____

KENDALL**Jeff Davenport****COMMERCIAL - FLEET**

15900 Smokey Point Blvd., Marysville, WA 98271
 (206) 930-2427 c / text (360) 651-4850 direct
 jeffdavenport@kendallauto.com / fordfleet@gmail.com

BUYER**CO-BUYER**

PENMET PARKS FOUNDATION
 2416 14TH AVE NW
 GIG HARBOR, WA 98335
 Work #: (253) 858-3400
 Email:

IN-STOCK
Window Sticker - Page 2
Valid till 1.31.2025 or unit is sold

Deal #: 25069
 Deal Type: Retail
 Deal Date: 01/21/2025
 Print Time: 02:14pm

Salesperson:

VEHICLE

New <input checked="" type="checkbox"/>	Stock #:	Description:	VIN:	Mileage:
Used <input type="checkbox"/>	17995	2024 FORD TRUCK TRANSIT WAGON	1FBAX2C84RKB69148	
Demo <input type="checkbox"/>				

TRADE**AFTERMARKETS**

		MSRP:	\$	60,425.00
		Discount:	\$	500.00
		Sale Price:	\$	59,925.00
		Total Financed Aftermarkets:	\$	0.00
		Total Trade Allowance:	\$	0.00
		Trade Difference:	\$	59,925.00
		Doc Fee:	\$	200.00
		State & Local Taxes:	\$	5,752.80
		Total License and Fees:	\$	505.50
		Total Cash Price:	\$	66,383.30
		Total Trade Payoff:	\$	0.00
		Delivered Price:	\$	66,383.30
		Cash Down Payment + Deposit:	\$	0.00
		Sub Total:	\$	66,383.30
		Service Agreement:	\$	0.00
		Maintenance Agreement:	\$	0.00
		GAP Insurance:	\$	0.00
		Credit Life, Accident & Health:	\$	0.00
		Other:	\$	-0.00
		Amount Financed:	\$	66,383.30
Total Aftermarkets:			\$	0.00
Rate:				
Amount Financed:	\$	66,383.30		

X

Buyer

X


 Dealer

KAN-003690 WA 9-NORMAL,NB,103690,RL081 **3588** 120241119 **7306**

ULC			U	W					
CERT	CERT	CERT	TRD	RAMP	RUMP	CAMP	BOOK	EXFL	ROTA

026777 1FBA2C84 **RKB69148** NB

[illegible]

PO Box 425
Gig Harbor, WA 98335
Phone: 253.858.3400
Fax: 253.858.3401

Federal ID #: 33-1094284
PO #: 2025-0004
Date: 1/29/25

TO:	Kendall - Commercial Fleet
ADDRESS:	15900 Smoky Point Blvd
CITY, STATE:	Marysville, WA 98271
PHONE:	(360) 651-4850
ACCOUNT:	

<u>Park Name</u>	<u>Job Location #</u>
Crescent Lake	312
Cushman Trail	310
Dog Park	308
Fox Island Ferry Landing	313
Fox Island Fishing Pier	314
Hales Pass Park	304
Harbor Family Park	307
Horseshoe Lake	322
Knight Forest	321
Kopachuck Heights	305
Madrona Golf Course	317
Maplewood	306
McCormick Forest Park	309
Narrows Park	311
Narrowsgate	320
Peninsula Gardens Park	319
Peninsula Recreation Area	315
Rosedale Park	302
Sehmel Homestead Park	301
Sunrise Beach Park	316
Tacoma DeMolay Sandspit Nature Preserve	318
Wollochet Estuary	303

[illegible]

Tax

Executive Director _____

KENDALL**Jeff Davenport****COMMERCIAL - FLEET**

15900 Smokey Point Blvd., Marysville, WA 98271

(206) 930-2427 c / text (360) 651-4850 direct

jeffdavenport@kendallauto.com / fordfleet@gmail.com

BUYER**CO-BUYER**

PENMET PARKS FOUNDATION

2416 14TH AVE NW

GIG HARBOR, WA 98335

Work #: (253) 858-3400

Email:

IN-STOCK
Window Sticker - Page 2
Valid till 1.31.2025 or unit is sold
ALL WHEEL DRIVE

Salesperson: JEFF DAVENPORT

Deal #: 24047

Deal Type: Retail

Deal Date: 01/22/2025

Print Time: 05:39pm

VEHICLENew ☒Used ☐Demo ☐

Stock #:

I7855

Description:

2024 FORD TRUCK TRANSIT WAGON

VIN:

1FBAX9X83RKB52232

Mileage:

TRADE**AFTERMARKETS**

MSRP: \$ 64,885.00
Discount: \$ **500.00**
Sale Price: \$ **64,385.00**
Total Financed Aftermarkets: \$ 0.00
Total Trade Allowance: \$ 0.00
Trade Difference: \$ **64,385.00**

Doc Fee: \$ 200.00
State & Local Taxes: \$ 6,180.96
Total License and Fees: \$ 505.50
Total Cash Price: \$ **71,271.46**

Total Trade Payoff: \$ 0.00
Delivered Price: \$ **71,271.46**

Total Aftermarkets: \$ 0.00

Cash Down Payment + Deposit: \$ 0.00
Total Rebates: \$ 500.00
Sub Total: \$ **70,771.46**

Rate:
Amount Financed: \$ 70,771.46

Service Agreement: \$ 0.00
Maintenance Agreement: \$ 0.00
GAP Insurance: \$ 0.00
Credit Life, Accident & Health: \$ 0.00
Other: \$ 0.00
Amount Financed: \$ **70,771.46**

X


Buyer

X

Dealer

KAN-003721 WA 9-NORMAL, NB, 203721, RK152 10195 120241023 0516

026328 516/3150 1FBAX9XB3 RKB52232 NB

VEHICLE DESCRIPTION		RK B52232									
 <p>2024 350 HR PASS XL AWD XL TRIM 3.5L PFI V6 (GAS) 10-SPEED TRANSMISSION</p>		<p>EXTERIOR OXFORD WHITE INTERIOR DARK PALAZZO GRAY VINYL</p>									
<p>STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE</p> <table border="0"> <tr> <td> EXTERIOR • AUXILIARY FUEL PORT • BODY SIDE MOLDINGS - BLACK • BUMPERS - CARBON BLACK • FULL SIZE SPARE TIRE/WHEEL • WIPERS - RAIN-SENSING </td> <td> INTERIOR • AIR CONDITIONING • ASSIST HANDLE - B-PILLAR • ASSIST HANDLES - A-PILLAR • CENTER CONSOLE • LOCKING CENTER CONSOLE • POWERPOINT - 12V (FRONT) • STEERING - TILT/TELESCOPIC • TACHOMETER </td> <td> FUNCTIONAL • AUTO HIGH-BEAM HEADLAMPS • ELECTRONIC PWR ASST STEER • FORDPASS™ CONNECT 4G-WIFI • HOTSPOT TELEMATICS MODEM • FORWARD COLLISION WARNING • HILL START ASSIST • LANE-KEEPING SYSTEM • POST-COLLISION BRAKING • PRE-COLLISION ASSIST W/AB • REAR VIEW CAMERA • W/ TRAILER HITCH ASSIST • SELECTABLE DRIVE MODES • SUSPENSION - HEAVY DUTY • FRONT AXLE • USB PORTS - 5 AMP </td> <td> SAFETY/SECURITY • 3 POINT SAFETY BELTS • ADVANCETRAC™ WITH RSC® • AIRBAGS II FRONT, SIDE AND • SAFETY CANOPY® SYSTEM • BRAKES - 4WHEEL DISC WABS • SECURLOCK® ANTI-THEFT SYS • SOS POST-CRASH ALERT SYS™ • TIRE PRESSURE MONIT SYS </td> </tr> </table>				EXTERIOR • AUXILIARY FUEL PORT • BODY SIDE MOLDINGS - BLACK • BUMPERS - CARBON BLACK • FULL SIZE SPARE TIRE/WHEEL • WIPERS - RAIN-SENSING	INTERIOR • AIR CONDITIONING • ASSIST HANDLE - B-PILLAR • ASSIST HANDLES - A-PILLAR • CENTER CONSOLE • LOCKING CENTER CONSOLE • POWERPOINT - 12V (FRONT) • STEERING - TILT/TELESCOPIC • TACHOMETER	FUNCTIONAL • AUTO HIGH-BEAM HEADLAMPS • ELECTRONIC PWR ASST STEER • FORDPASS™ CONNECT 4G-WIFI • HOTSPOT TELEMATICS MODEM • FORWARD COLLISION WARNING • HILL START ASSIST • LANE-KEEPING SYSTEM • POST-COLLISION BRAKING • PRE-COLLISION ASSIST W/AB • REAR VIEW CAMERA • W/ TRAILER HITCH ASSIST • SELECTABLE DRIVE MODES • SUSPENSION - HEAVY DUTY • FRONT AXLE • USB PORTS - 5 AMP	SAFETY/SECURITY • 3 POINT SAFETY BELTS • ADVANCETRAC™ WITH RSC® • AIRBAGS II FRONT, SIDE AND • SAFETY CANOPY® SYSTEM • BRAKES - 4WHEEL DISC WABS • SECURLOCK® ANTI-THEFT SYS • SOS POST-CRASH ALERT SYS™ • TIRE PRESSURE MONIT SYS				
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<p>INCLUDED ON THIS VEHICLE</p> <p>OPTIONAL EQUIPMENT/OTHER PREFERRED EQUIPMENT PKG.301A 4.10 LIMITED SLIP AXLE FRONT LICENSE PLATE BRACKET 180 DEGREE OPENING 9550W GVWR PACKAGE 2WAY DRV/PASS PALAZZO VINYL 50 STATE EMISSIONS BACK UP ALARM REVERSE SENSING SYSTEM LONG-ARM PWR HEAT MIRRORS RADIO - SYNC3, 4" 8CN FRONT OVERHEAD SHELF EXTEND LENGTH RUNNING BOARDS 2 ADDITIONAL KEYS PRIVACY GLASS E-85 FLEX FUEL CAPABLE</p>		<p>PRICE INFORMATION</p> <table border="0"> <tr> <td>BASE PRICE</td> <td>\$60,615.00</td> </tr> <tr> <td>TOTAL OPTIONS/OTHER</td> <td>2,175.00</td> </tr> <tr> <td>TOTAL VEHICLE & OPTIONS/OTHER</td> <td>62,790.00</td> </tr> <tr> <td>DESTINATION & DELIVERY</td> <td>2,095.00</td> </tr> </table>		BASE PRICE	\$60,615.00	TOTAL OPTIONS/OTHER	2,175.00	TOTAL VEHICLE & OPTIONS/OTHER	62,790.00	DESTINATION & DELIVERY	2,095.00
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TOTAL VEHICLE & OPTIONS/OTHER	62,790.00										
DESTINATION & DELIVERY	2,095.00										
<p>MSRP</p> <p>CL72</p> <p>CONVOY</p> <p>ITEM ID: 74-0317 Q/T 1</p> <p>SPECIAL ORDER RK152 N RB 2X 450 003721 10 15 24</p>											

California Air Resources Board

Flexible-Fuel Vehicle Gasoline-Ethanol (E85)

Environmental Performance

These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings.
For information on how to compare, please see www.arb.ca.gov/ep_label.

Protect the environment. Choose vehicles with **higher ratings**:

Greenhouse Gas Rating (tailpipe only)



Smog Rating (tailpipe only)



Using alternative fuels may change scores.

Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.

CALIFORNIA

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

★★★★

Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash
Driver Passenger

★★★★

Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side Crash
Front seat Rear seat

★★★★★

Based on the risk of injury in a side impact.

Rollover

★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

1FBAX9XB3 RKB52232



FordPass Connect

Download the FordPass™ app and you can:

- Access Vehicle Control Features
- Remotely start, lock and unlock your vehicle
- Locate your vehicle and check approximate fuel range
- Receive vehicle health alerts

Activate 4G LTE Wi-Fi Hotspot

- New vehicles include a 3-month or 3GB data (whichever comes first) Wi-Fi trial.
- Connect up to ten Wi-Fi-equipped devices.

The FordPass Connect™ technology is a true and lasting vehicle data (e.g. diagnosing) to Ford. See in-vehicle Settings for connect-only options.

FORD PROTECT

Enlist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

READ IN TEXT SPEAKERS TO NOISE



01/22/2025

1202410230516



PENINSULA METROPOLITAN PARK DISTRICT
PO Box 425
Gig Harbor, WA 98335
Phone: 253.858.3400
Fax: 253.858.3401

PURCHASE ORDER

Federal ID #: 33-1094284
PO #: 2025-0006
Date: 1/29/25

TO:	West Hills Ford Mazda
ADDRESS:	1100 Oyster Bay Ave S
CITY, STATE:	Bremerton, WA 98312
PHONE:	
ACCOUNT:	

Park Name	Job Location #
Crescent Lake	312
Cushman Trail	310
Dog Park	308
Fox Island Ferry Landing	313
Fox Island Fishing Pier	314
Hales Pass Park	304
Harbor Family Park	307
Horseshoe Lake	322
Knight Forest	321
Kopachuck Heights	305
Madrona Golf Course	317
Maplewood	306
McCormick Forest Park	309
Narrows Park	311
Narrowsgate	320
Peninsula Gardens Park	319
Peninsula Recreation Area	315
Rosedale Park	302
Sehmel Homestead Park	301
Sunrise Beach Park	316
Tacoma DeMolay Sandspit Nature Preserve	318
Wollochet Estuary	303

[illegible]

Subtotal	\$49,675.00
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Tax	\$4,909.13
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Total	\$54,584.13
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Purchasing Agent _____

Executive Director



Purchase Agreement

Melodi Gill
West Hills Ford Mazda
1100 Oyster Bay Ave S
Bremerton, WA 98312

Buyer	Co-Buyer	Vehicle
Joe Sonnen Gig Harbor, WA C: (253) 400-6014 jsonnen@penmetparks.org		2024 Ford Transit Cargo Van VIN: 1FTBR1Y82RKB42561 Stock #: FO5065 Mileage: 14 Color: Oxford White

Purchase Details	
Retail Price:	\$51,675.00
Sales Price:	\$51,675.00
Savings:	\$0.00
Accessories:	\$0.00
Service Contract:	\$0.00
GAP:	\$0.00
Government Fees:	\$300.00
Doc Fees:	\$200.00
Total Taxes:	\$4,909.13
Total Sales Price:	\$57,084.13
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$2,500.00
Cash Down:	\$0.00
Cash Price:	\$54,584.13

X

Customer Signature

Date

X

Manager Signature

Date

Disclaimer:

Payments are subject to approved credit and program eligibility.

Printed 1/29/25 11:08 AM

PURCHASE ORDER
Federal ID #: 33-1094284
PO #: 2025-0005
Date: 1/29/25

Park Name	Job Location #
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Sehmel Homestead Park	301
Sunrise Beach Park	316
Tacoma DelMay Sands & Nature Preserve	318
Wallochet Estuary	303

[illegible]

Subtotal	\$53,712.00
Tax	\$5,775.00
Total	\$59,487.00

Executive Director _____

VEHICLE BUYER'S ORDER

DEAL# 138285

CUST# 1177264

01/29/2025

Buyer Name and Address	Co-Buyer Name and Address	Seller Name and Address
PENMET PARKS 2416 14TH AVE NW GIG HARBOR, WA 98335 County: PIERCE COUNTY Email: JSONNEN@PENMETPARKS.ORG Phone: N/A Cell: (253) 400-6014	N/A County: N/A Email: N/A Phone: N/A Cell: N/A	BOWEN SCARFF FORD 1157 CENTRAL AVE N KENT, WA 98032 Salesperson: STEPHEN HUNSAKER

Title Brands/Comments (If applicable):						
		REBUILT	JUNK	SALVAGE/REBUILT	DESTROYED	
New/Used/Demo	Year	Make	Mileage	Model	Stock #	Vin #
NEW	2024	FORD	10	SUPER DUTY F-350 3RW	F3819	1FT8W3BA2REE46756

LICENSE NO. WA:	TAB: N/A	EXP: N/A
ODOMETER READING 10		

The owner of a vehicle may be required to spend up to \$150 for repairs if the vehicle does not meet the vehicle emission standards under chapter 70.120 RCW. Unless expressly warranted by the motor vehicle seller, the seller is not warranting that this vehicle will pass any emission tests required by federal or state law.

X _____
 SIGNATURE (DO NOT INITIAL)
 "NOTICE TO BUYER REGARDING THE AIRBAGS ON THIS VEHICLE:
 _____ an "on/off switch" has been installed on the airbag(s)
 _____ the airbag(s) have been deactivated"

(A) USED VEHICLE TRADE-IN		
YEAR N/A	MAKE N/A	MODEL N/A
MILEAGE N/A	VIN# N/A	
BALANCE OWED TO N/A		
LIENHOLDER'S ADDRESS N/A		
(B) SECOND VEHICLE TRADE-IN		
YEAR N/A	MAKE N/A	MODEL N/A
MILEAGE N/A	VIN# N/A	
BALANCE OWED TO N/A		
LIENHOLDER'S ADDRESS N/A		
(1) Gross trade-in allowance for (A)	\$	N/A
Less estimated bal. owed on (A)	\$	N/A
(2) Gross trade-in allowance for (B)	\$	N/A
Less estimated bal. owed on (B)	\$	N/A
(3)* ESTIMATED NET ALLOWANCE ON TRADE-IN(S):	\$	N/A
		(carry over to line 7)
(4) Total Gross Trade-In Allowance (Line 1 above + Line 2 above)	\$	N/A
		(carry over to line 9)
* Buyer acknowledges that the payoff and/or lien balance on the trade-in vehicle as described above is only an estimated figure, subject to verification and confirmation from the lienholder as to the exact dollar amount. In the event the payoff/lien balance exceeds the above-stated amount, such additional amount shall be added to the total cash price of the vehicle and shall be paid to the seller on request or added to the amount being financed.		
X _____ SIGNATURE (DO NOT INITIAL)		

1. BASE PRICE OF VEHICLE	55,000.00
2. Seller Added Or Deleted Options:	
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
3. BASE PRICE OF VEHICLE AND OPTIONS (LINE 1 +/- LINE 2)	55,000.00
4. ESTIMATED Vehicle Excise Tax, License, Title, and Registration Fees (including a \$3.00 Arbitration fee for new motor vehicles registered in Washington and a \$2.50 emergency medical service fee)	1,012.00
5. Bank Title Lien Release	N/A
6. DOWN PAYMENT	
(A) CASH	500.00
(B) REBATE	2,000.00
	2,500.00
7. ESTIMATED Net Trade-In Allowance	N/A
8. TOTAL CREDITS (6 + 7)	2,500.00
9. Sales Tax [Calculated on the sum of Base Price of the Vehicle and Options (Line 3 above) - Total Gross Trade-In Allowance \$ N/A]	5,775.00
10. Seller Documentary Service Fee* THE DOCUMENTARY SERVICE FEE IS A NEGOTIABLE FEE. Documentary service fees are not required by the State of Washington.	200.00
11. Service Contract	N/A
12. Maintenance Contract	N/A
13. Sales Tax (For Service Contract and/or Maintenance Contract)	N/A
14. Insurance (Life, Disability, etc.)	N/A
15. Other Charges	N/A
16. TOTAL CASH PRICE OF VEHICLE (3 + 4 + 5 + 9 + 10 + 11 + 12 + 13 + 14 + 15)	61,987.00
17. UNPAID BALANCE OF CASH PRICE DUE ON DELIVERY (16 - 8)	59,487.00
18. UNPAID BALANCE (AMOUNT FINANCED) (16 - 8)	N/A

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN SELLER ARE THEIRS, NOT SELLER'S AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON PAGE 1 HEREOF. BUYER HAS INSPECTED THE VEHICLE AS FULLY AS HE OR SHE DESIRES PRIOR TO ENTERING INTO THIS CONTRACT. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS OR SERVICES. BUYER AGREES THAT SELLER SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

UNLESS SELLER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY MADE BY SELLER ON ITS OWN BEHALF OR BUYER PURCHASES AN EXTENDED SERVICE WARRANTY FROM SELLER WITHIN 90 DAYS OF PURCHASING THE VEHICLE, SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON ALL GOODS AND SERVICES SOLD BY SELLER. A SEPARATE "AS IS" SELLER WARRANTY DISCLAIMER IS INCLUDED AS PART OF THIS TRANSACTION AND IS INCORPORATED HEREIN BY THIS REFERENCE.

Buyer agrees that this Agreement includes all of the terms and conditions on all pages of this Agreement hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises, with any retail installment sale contract, the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement. Buyer, by signing this Agreement, acknowledges that Buyer has read its terms and has received a true copy of this Agreement.

If Buyer is buying the Vehicle for cash (this includes a Buyer arranging Buyer's own financing from a party other than seller), this Agreement is not binding upon either Seller or Buyer until signed by an authorized Seller representative.

If Buyer is buying the Vehicle in a credit sale transaction with Seller evidenced by a signed retail installment sale contract, this Agreement is binding when the retail installment sale contract is signed, but will not remain binding if a third party finance source does not agree to purchase the retail installment sale contract executed by Buyer and Seller based on this Agreement. See paragraph 12 on page 3 of this Agreement.

☐ BUYER HAS READ ALL PAGES OF THIS AGREEMENT AND AGREES TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT.

BUYER SIGNS X _____ DATE 01/29/2025

CO-BUYER SIGNS X N/A _____ DATE N/A

If checked, the following statement applies to this transaction.

☐ YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

MANAGER'S APPROVAL _____ DATE 01/29/2025
(Must Be Accepted By An Authorized Representative of the Seller)