



# Peninsula Metropolitan Park District

PO Box 425 – Gig Harbor, WA 98335  
253-858-3400 – info@penmetparks.org  
[www.penmetparks.org](http://www.penmetparks.org)

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## REGULAR MEETING AGENDA

March 16, 2021, 6:00 PM

**ATTENTION:** Park Board meetings are being held online via Zoom under Governor Inslee's public health proclamations regarding the COVID-19 virus. Members of the public are encouraged to join the study session and/or regular meeting by using the Meeting ID 838 8603 3266 Password: PenMet0316, or call in at +1 253-215-8782 Password: 8705629260. Meeting agendas can be accessed online at PenMetParks.org. Comments submitted via email will be read into the record during the meeting; the deadline to submit comments is 5 pm on March 15, 2021.

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### Call to Order

#### Commissioner Roll Call:

	Present	Excused	Comment
Amanda Babich			
Kurt Grimmer			
Maryellen (Missy) Hill			
Steve Nixon			
Laurel Kingsbury			

#### ITEM 1 Approval of Agenda

#### ITEM 2 Citizen Comments

Due to current circumstances surrounding the COVID-19 Pandemic, we will be accepting citizen comments via email at admin@penmetparks.org up until 5:00 PM on March 15, 2021. Comments will be read and recorded in the meeting.

#### ITEM 3 Presentations

- 3a. [Monthly Finance Report](#)
- 3b. Employee Spotlight Award
- 3c. President's Report

#### ITEM 4 Consent Agenda

- 4a. [Approval of Minutes](#)  
[01/21/2021 Public Meeting Minutes, 03/02/2021 Study Session and Regular Minutes](#)
- 4b. [Approval of Vouchers](#)  
[\\$265,556.07 Reference Number V2021-081-117](#)

#### ITEM 5 Unfinished Business: None

#### ITEM 6 New Business

- 6a. [Resolution R2021-007 Authorizing LTGO\(Limited Tax General Obligation\) Bond Issuance](#)



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- 6b. [Resolution R2021-008 Authorizing the Personal Services Agreement with Absher Construction for Project Management Services for Hale Pass](#)

**ITEM 7 Project Manager Update**

7a. **Community Recreation Center**

7b. **Hale Pass Park**

**ITEM 8 Comments by Board**

**ITEM 9 Next Board Meetings**

Tuesday, April 6, 2021 (Study and Regular) Via Zoom or Teleconference Study Session at 5:00 and Regular Meeting at 6:00 pm

**ITEM 10 Executive Session: For the purpose of reviewing the performance of a public employee pursuant to RCW 42.30.110(g).**

**ITEM 11 Adjournment**

## AGENDA POLICY

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No comments or discussion will be allowed on consent items.

Citizen Comments: Citizens are afforded an opportunity at each regular and special meeting of the Board of Park Commissioners to offer their comments to the Board. Citizens are limited to a three (3) minute time limit and may only speak once during the Citizen Comment period at each meeting. Comments will be included as part of the official record of the meeting.

Individuals requesting an item to be placed on the agenda must submit a request by 12 noon on the Monday preceding the Tuesday meeting date.

Individuals wishing to submit materials or written testimony to the Board at the meeting must provide ten (10) copies at least 15 minutes prior to the start of the meeting.

**\*Special Note: Due to current circumstances, we will be accepting citizen comments via email at [ssnuffin@penmetparks.org](mailto:ssnuffin@penmetparks.org) up until 5:00 PM the Monday prior to PenMet Parks Regular Meetings. Comments will be read and recorded in the meeting.**



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## DISTRICT COMMISSION MEMO

**To:** District Commission

**Through:** Hunter T. George, Interim Executive Director

**From:** Elaine Sorensen – Finance & Personnel

**Date:** March 16, 2021

**Subject:** **January / February 2021 Financial Report**

### Background/Analysis

Attached is the January – February 2021 Financial Reports which provide current year budget to actual comparisons of revenues and expenditures. Most revenues and expenses should be at 16.7% of budget. This memo is an explanation of the variances in the financial statements for the General Fund, Recreation Revolving Fund and Capital Fund.

**GENERAL FUND** – The General Fund is the principal operating fund of the District.

### REVENUE

**Tax Revenue** – The District has four sources of tax revenue on the 2021 financial statement – Property tax is the single largest source of revenue for the District. Property taxes are a stable source of revenue and are due twice a year with half collected by the end of May and half collected by the end of November. The 3.2% of property taxes collected is in line with the amount of taxes collected in 2020. Sales and Leasehold taxes of \$81,062.32 are also in line with the 2020 year actual revenues.

**Investment Interest** – Pierce County manages the District’s investments. Unfortunately, the interest rate on the fund is still low and is currently .0135%. The total interest revenue for January and February is \$2,214.42 which is 12.3% of the budget.

**Rentals** - The District has three different types of rentals. Facility rentals of \$18,677.04 are ahead of budget at 25%. Some of the larger rental revenues were received from: the Farmers Market, Harbor Soccer Club, Narrows FC, and the Peninsula School District. The Madrona Golf Course revenue is based on a percentage of green fees and January and February brought in \$11,697.68 or 20.5% of the 2021 budget. This amount is 87% more than the amount collected in the first quarter of 2020. Caretaker rental facilities of \$8,067.66 are on target at 16% of the 2021 budget.

**Non-Revenue** – The “other” revenue category of \$152.12 contains miscellaneous refunds from a Zoom and Alarm System expense.

**EXPENSES** – For January and February expenses should be at 16.7% of budget.

**Legislative** – The Legislative budget funds the five-member Board of Commissioners.

Total expense in the Legislative Department is \$9,259.50 and there are no expenses over 16.7%.

**Executive** – The Executive budget funds the central services, administrative, legal, and marketing expenses of the District.

There are three expenses over 16.7% in the Executive Department.

The executive salary budget is over due to payment of the previous Executive Director’s vacation leave payout. Dues and training and executive professional services are both at 19% of budget. Dues includes the payment of three Zoom licenses and the District’s NRPA membership and professional services includes the janitorial cleaning, background check expense and the executive director employee loan program.

The total expense in the Executive Department is 11% of the budget at \$110,097.90.

**Budget & Finance** – This budget funds the accounting and human resource functions of the District.

Total expense in the Budget and Finance Department is \$34,304.56 and there are no expenses over 16.7%.

**Recreational Services** – This budget includes the salary, benefits, and training conferences for the recreation manager.

Total expense in the Recreational Services Department is \$13,333.46 and there are no expenses over 16.7%. The benefits line item is currently low at 3% due to having an interim recreation manager as a temporary employee.

**Parks & Grounds** – The Parks & Grounds Department provides funding for all the maintenance for the District’s parks and facilities.

Total expense in the Parks & Grounds Department is \$149,885.81. Seven of the account codes have expense variances above 16.7%. \$8,052.88 in supplies was expensed to replace the split rail fencing at Sehmel Homestead Park. \$1,737.63 was expensed for several part purchases for the trailer, tractor and mowers. \$3,930.00 was paid to Sound Environmental Solutions for completion of the maintenance department safety plan. The lights account has spent 69% of the budget for the year due to replacement of the LED lights at Sehmel Homestead Park. The gravel account has spent 29% of the budget for the year due to purchasing \$1,848.78 of gravel for Sehmel Homestead Park and \$162.75 of gravel for Hale Pass. The fire alarm account has spent 26% of the budget on 35 fire extinguisher inspections at all facilities and vehicles, 8 fire extinguisher services and one new fire extinguisher. The natural gas account is currently at 20% of budget and includes the power to Rosedale, Hale Pass, Peninsula Gardens and the Community Recreation Center.

**Capital** – The capital department budget funds the maintenance and planning of capital projects and facilities for the District.

Total expense in the Capital Department is \$19,011.29 and there is one expense at 22% in memberships which is \$500 for a Forever Green Trails membership.

**Non-Expenditures** – This department contains all interfund transfers, intergovernment payments for fire protection, and our clearing accounts for payroll taxes and benefits.

**CAPITAL PROJECTS**

Three capital projects and two funds are included in the capital projects fund financial statement. The three capital projects for 2021 are the community recreation center, the Sehmel Homestead Park turf replacement, and the Hale Pass renovation.

Total expense in the Capital Projects budget is \$58,568.15. Two of the projects are currently active with planning and construction. For January and February of 2021 the Community Recreation Center has expensed \$48,119.00 and Hale Pass has expensed \$10,449.15. Total Springbrook job expense reports for these two projects are included in this agenda and give details on the project revenues and expenses.

**RECREATION REVOLVING FUND**

The Recreation Revolving Fund currently has a fund balance of \$394,615.67. This balance includes General Fund support of \$150,847.64 for the 2021 fiscal year. The fund currently has \$57,208.62 of revenue and \$61,696.50 of expense.

**Recommendation**

Please review the enclosed Springbrook financial statements and should you have any questions or comments please feel free to contact me at 253.858.3400, ext. 1223 or via e-mail at [esorensen@penmetparks.org](mailto:esorensen@penmetparks.org).

## 2021 BUDGET POSITION

Peninsula Metropolitan Park District

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001 General Expense Fund Months: 01 To: 02

Revenues	Amt Budgeted	Revenues	Remaining	
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**001 Carryover**

308 80 00 001 Unreserved Beginning Balance	2,938,951.91	2,938,951.91	0.00	100.0%
001 Carryover	2,938,951.91	2,938,951.91	0.00	100.0%

**002 Revenue**

311 10 00 001 Real and Personal Property Tax	7,306,786.00	235,743.95	7,071,042.05	3.2%
313 17 00 000 Sales Tax	377,000.00	80,718.15	296,281.85	21.4%
317 20 00 000 Leasehold Excise Tax	1,500.00	344.17	1,155.83	22.9%
347 20 00 000 Facility Rental Fee	72,500.00	18,677.04	53,822.96	25.8%
361 11 00 001 Investment Interest	18,000.00	2,214.42	15,785.58	12.3%
362 50 01 000 Long Term Golf Course Lease	57,000.00	11,697.68	45,302.32	20.5%
362 60 01 000 Housing Rentals/Leases	48,385.08	8,067.66	40,317.42	16.7%
<b>002 Revenue</b>	<b>7,881,171.08</b>	<b>357,463.07</b>	<b>7,523,708.01</b>	<b>4.5%</b>

**003 NonRevenue**

389 00 00 000 Other General Fund Revenue	0.00	152.12	(152.12)	0.0%
<b>003 NonRevenue</b>	<b>0.00</b>	<b>152.12</b>	<b>(152.12)</b>	<b>0.0%</b>

<b>Fund Revenues:</b>	<b>10,820,122.99</b>	<b>3,296,567.10</b>	<b>7,523,555.89</b>	<b>30.5%</b>
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Expenditures	Amt Budgeted	Expenditures	Remaining	
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**010 Legislative**

511 10 10 000 Compensation	61,440.00	8,320.00	53,120.00	13.5%
511 10 20 000 Benefits	5,652.00	939.50	4,712.50	16.6%
511 10 31 000 Office & Operating Supplies	650.00	0.00	650.00	0.0%
511 10 44 000 Printing and Advertising	375.00	0.00	375.00	0.0%
511 20 41 000 Professional Services	80,000.00	0.00	80,000.00	0.0%
511 40 43 000 Travel	4,312.05	0.00	4,312.05	0.0%
511 40 49 000 Memberships & Training	2,128.00	0.00	2,128.00	0.0%
511 50 45 000 Rentals	5,500.00	0.00	5,500.00	0.0%
511 70 41 000 Elections	56,061.00	0.00	56,061.00	0.0%
<b>010 Legislative</b>	<b>216,118.05</b>	<b>9,259.50</b>	<b>206,858.55</b>	<b>4.3%</b>

**020 Debt Service**

592 89 00 000 Bond Service Costs	300.00	0.00	300.00	0.0%
<b>020 Debt Service</b>	<b>300.00</b>	<b>0.00</b>	<b>300.00</b>	<b>0.0%</b>

**030 Executive**

513 10 10 000 Salaries - Exec	130,000.00	31,685.58	98,314.42	24.4%
513 10 11 000 Wages - Regular	129,887.00	20,190.83	109,696.17	15.5%
513 10 20 000 Benefits	111,340.00	18,760.95	92,579.05	16.9%
513 10 44 000 Marketing	3,425.94	159.99	3,265.95	4.7%
513 10 44 001 Supplies	13,250.00	39.99	13,210.01	0.3%
513 10 44 002 Printing	53,528.00	185.39	53,342.61	0.3%
513 10 44 003 Professional Services	29,500.00	3,552.00	25,948.00	12.0%

### 2021 BUDGET POSITION

Peninsula Metropolitan Park District

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001 General Expense Fund Months: 01 To: 02

Expenditures	Amt Budgeted	Expenditures	Remaining	
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#### 030 Executive

513 10 45 000	Office Lease	112,305.00	9,358.75	102,946.25	8.3%
513 10 49 000	Dues & Training	8,810.00	1,678.91	7,131.09	19.1%
513 20 41 000	Executive-Professional Services	63,700.00	12,391.05	51,308.95	19.5%
513 40 43 000	Executive - Travel	9,740.00	800.00	8,940.00	8.2%
515 20 41 000	Legal - Professional Services	60,000.00	0.00	60,000.00	0.0%
576 10 31 000	Office and Operating Supplies	7,000.00	458.59	6,541.41	6.6%
576 10 41 000	Professional Services - Computers	37,696.00	4,299.59	33,396.41	11.4%
576 10 43 000	Administration - Travel	500.00	0.00	500.00	0.0%
576 10 45 000	Operating Rentals and Leases	10,000.00	489.13	9,510.87	4.9%
576 10 46 000	Insurance - General Liability	81,000.00	0.00	81,000.00	0.0%
576 10 49 000	Miscellaneous / Events	2,500.00	90.17	2,409.83	3.6%
576 20 31 000	Postage	1,300.00	9.10	1,290.90	0.7%
576 20 36 001	Computer Hardware	12,000.00	0.00	12,000.00	0.0%
576 20 36 002	Computer Software	15,000.00	431.78	14,568.22	2.9%
576 20 41 001	Telephone	37,800.00	2,147.29	35,652.71	5.7%
576 20 41 002	Internet	20,000.00	1,856.67	18,143.33	9.3%
589 30 41 000	Sales Tax Rentals	12,573.86	1,512.14	11,061.72	12.0%
<b>030 Executive</b>		<b>962,855.80</b>	<b>110,097.90</b>	<b>852,757.90</b>	<b>11.4%</b>

#### 040 Budget & Finance

514 10 11 000	Wages - Regular	150,735.00	23,025.20	127,709.80	15.3%
514 10 20 000	Personnel Benefits	54,341.00	8,552.27	45,788.73	15.7%
514 10 31 000	Supplies	1,149.00	0.00	1,149.00	0.0%
514 20 00 000	Financial Services	600.00	100.00	500.00	16.7%
514 23 36 000	Computers - Springbrook	4,824.00	240.00	4,584.00	5.0%
514 23 41 000	Professional Services	31,610.00	2,279.75	29,330.25	7.2%
514 23 49 000	Bank Charges	600.00	107.34	492.66	17.9%
514 40 43 000	Travel	105.00	0.00	105.00	0.0%
514 40 49 000	Memberships & Training	590.00	0.00	590.00	0.0%
<b>040 Budget &amp; Finance</b>		<b>244,554.00</b>	<b>34,304.56</b>	<b>210,249.44</b>	<b>14.0%</b>

#### 050 Recreational Services

571 10 11 000	Wages - Administration	79,146.00	12,111.36	67,034.64	15.3%
571 10 20 000	Benefits - Administration	41,176.00	1,222.10	39,953.90	3.0%
571 10 43 000	Conferences	4,340.05	0.00	4,340.05	0.0%
<b>050 Recreational Services</b>		<b>124,662.05</b>	<b>13,333.46</b>	<b>111,328.59</b>	<b>10.7%</b>

#### 060 Parks & Grounds

576 85 11 000	Wages - Regular	641,063.00	78,176.30	562,886.70	12.2%
576 85 20 000	Benefits	321,923.50	36,147.60	285,775.90	11.2%
576 85 31 000	Operating Supplies	0.00	8,052.88	(8,052.88)	0.0%
576 85 31 001	Toilet Paper/Paper Towels	3,122.00	473.88	2,648.12	15.2%
576 85 31 002	Soap/Cleaning Products	1,561.00	1.95	1,559.05	0.1%
576 85 31 003	Signs	5,000.00	648.95	4,351.05	13.0%
576 85 31 004	Garbage Bags	4,950.00	397.22	4,552.78	8.0%
576 85 31 005	Dog Bags	15,350.00	0.00	15,350.00	0.0%
576 85 31 006	Fertilizer	2,700.00	0.00	2,700.00	0.0%
576 85 31 007	COVID/Medical	7,177.00	0.00	7,177.00	0.0%

## 2021 BUDGET POSITION

Peninsula Metropolitan Park District

Time: 13:27:10 Date: 03/09/2021

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001 General Expense Fund Months: 01 To: 02

Expenditures	Amt Budgeted	Expenditures	Remaining	
<b>060 Parks &amp; Grounds</b>				
576 85 31 008 Plumbing/Heating	8,000.00	49.70	7,950.30	0.6%
576 85 31 009 Pesticide	3,100.00	0.00	3,100.00	0.0%
576 85 31 010 Rubber	3,300.00	0.00	3,300.00	0.0%
576 85 31 011 Sand/Seed	8,700.00	0.00	8,700.00	0.0%
576 85 31 012 Paint	13,300.00	19.53	13,280.47	0.1%
576 85 31 013 Infield Mix	6,000.00	95.99	5,904.01	1.6%
576 85 31 014 Bark	8,900.00	35.81	8,864.19	0.4%
576 85 31 015 Hardware/Fasteners	6,900.00	847.17	6,052.83	12.3%
576 85 31 016 Lights	6,500.00	4,517.49	1,982.51	69.5%
576 85 31 017 Gravel	6,900.00	2,011.53	4,888.47	29.2%
576 85 31 018 Uniforms	5,000.00	0.00	5,000.00	0.0%
576 85 31 019 Vehicle/Trailer	0.00	1,737.63	(1,737.63)	0.0%
576 85 31 020 Supply Oil	1,200.00	20.44	1,179.56	1.7%
576 85 32 001 Diesel	7,000.00	562.23	6,437.77	8.0%
576 85 32 002 Fuel Oil	1,000.00	0.00	1,000.00	0.0%
576 85 32 003 Gasoline	9,000.00	821.47	8,178.53	9.1%
576 85 32 004 Propane	500.00	33.33	466.67	6.7%
576 85 34 000 Concessions Expense	55.00	0.00	55.00	0.0%
576 85 35 000 Small Tools & Minor Equipment	12,300.00	634.09	11,665.91	5.2%
576 85 41 001 Fire Alarm Inspection	4,500.00	1,172.33	3,327.67	26.1%
576 85 41 002 Septic Inspection	10,900.00	722.91	10,177.09	6.6%
576 85 41 003 Backflow Assembly	900.00	0.00	900.00	0.0%
576 85 41 004 Septic Tank Pumping	10,700.00	0.00	10,700.00	0.0%
576 85 41 005 Asphalt Repair	5,000.00	0.00	5,000.00	0.0%
576 85 41 007 Auto Services	5,000.00	77.11	4,922.89	1.5%
576 85 41 010 Sani Cans	17,330.00	1,630.00	15,700.00	9.4%
576 85 41 011 Security	10,000.00	0.00	10,000.00	0.0%
576 85 41 012 Safety Program	0.00	3,930.00	(3,930.00)	0.0%
576 85 43 001 Bridge Tolls	1,500.00	80.00	1,420.00	5.3%
576 85 43 002 Meals	500.00	0.00	500.00	0.0%
576 85 43 003 Mileage Reimbursement	500.00	0.00	500.00	0.0%
576 85 45 001 Scissor Lift	1,700.00	0.00	1,700.00	0.0%
576 85 45 002 Boom	2,000.00	0.00	2,000.00	0.0%
576 85 45 003 Demo Hammer	150.00	0.00	150.00	0.0%
576 85 45 004 Excavators	4,000.00	0.00	4,000.00	0.0%
576 85 45 005 Concrete Mixer	1,650.00	0.00	1,650.00	0.0%
576 85 45 009 Cleaning	1,300.00	0.00	1,300.00	0.0%
576 85 46 000 Surface Water/Noxious Weed Tax	3,700.00	0.00	3,700.00	0.0%
576 85 47 001 Electric	40,800.00	3,948.37	36,851.63	9.7%
576 85 47 002 Water	10,855.00	926.31	9,928.69	8.5%
576 85 47 004 Garbage	12,700.00	1,246.62	11,453.38	9.8%
576 85 47 005 Trash - Dump Runs	4,000.00	0.00	4,000.00	0.0%
576 85 47 006 Natural Gas	3,500.00	726.32	2,773.68	20.8%
576 85 48 001 Buildings	14,000.00	0.00	14,000.00	0.0%
576 85 48 002 Equipment	6,000.00	138.17	5,861.83	2.3%
576 85 48 003 Vandalism	4,000.00	0.00	4,000.00	0.0%
576 85 48 006 Structures	5,000.00	2.48	4,997.52	0.0%
576 85 49 000 Memberships & Training	10,600.00	0.00	10,600.00	0.0%
<b>060 Parks &amp; Grounds</b>	<b>1,303,286.50</b>	<b>149,885.81</b>	<b>1,153,400.69</b>	<b>11.5%</b>

070 Capital



## 2021 BUDGET POSITION

Peninsula Metropolitan Park District

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001 General Expense Fund Months: 01 To: 02

Expenditures	Amt Budgeted	Expenditures	Remaining	
<b>070 Capital</b>				
576 80 10 000 Wages - Regular	196,418.00	13,546.40	182,871.60	6.9%
576 80 20 000 Benefits	83,262.00	4,621.14	78,640.86	5.6%
576 80 31 000 Supplies	5,000.00	0.00	5,000.00	0.0%
576 80 35 000 Small Equipment	1,600.00	0.00	1,600.00	0.0%
576 80 41 000 Professional Services	60,000.00	343.75	59,656.25	0.6%
576 80 43 000 Travel	3,300.00	0.00	3,300.00	0.0%
576 80 45 000 Facility Rentals	5,000.00	0.00	5,000.00	0.0%
576 80 49 000 Memberships & Training	2,217.00	500.00	1,717.00	22.6%
<b>070 Capital</b>	<b>356,797.00</b>	<b>19,011.29</b>	<b>337,785.71</b>	<b>5.3%</b>
<b>090 NonExpenditures</b>				
589 99 00 000 Payroll Clearing	0.00	(15,568.73)	15,568.73	0.0%
597 20 55 001 Transfer Out to Recreation Fund	150,847.64	150,847.64	0.00	100.0%
597 76 64 001 Transfer Out to Capital Equipment Fund	106,932.00	106,932.00	0.00	100.0%
597 76 65 001 Transfer Out to Capital Project Fund	3,868,942.10	0.00	3,868,942.10	0.0%
597 76 71 001 Transfer Out to Debt Service Fund	541,600.00	0.00	541,600.00	0.0%
598 22 41 000 Intergovt Pmt - Fire Protect	4,275.94	0.00	4,275.94	0.0%
<b>090 NonExpenditures</b>	<b>4,672,597.68</b>	<b>242,210.91</b>	<b>4,430,386.77</b>	<b>5.2%</b>
<b>Fund Expenditures:</b>	<b>7,881,171.08</b>	<b>578,103.43</b>	<b>7,303,067.65</b>	<b>7.3%</b>
<b>Fund Excess/(Deficit):</b>	<b>2,938,951.91</b>	<b>2,718,463.67</b>		

## 2021 BUDGET POSITION

Peninsula Metropolitan Park District

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**300 Capital Projects**

Months: 01 To: 02

Revenues	Amt Budgeted	Revenues	Remaining	
<b>001 Carryover</b>				
308 80 00 300 Unreserved Beginning Balance	10,953,572.60	10,953,572.60	0.00	100.0%
001 Carryover	10,953,572.60	10,953,572.60	0.00	100.0%

**300 Capital Projects**

397 76 65 300 Transfer In from General Fund	3,868,942.10	0.00	3,868,942.10	0.0%
300 Capital Projects	3,868,942.10	0.00	3,868,942.10	0.0%

<b>Fund Revenues:</b>	<b>14,822,514.70</b>	<b>10,953,572.60</b>	<b>3,868,942.10</b>	<b>73.9%</b>
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Expenditures	Amt Budgeted	Expenditures	Remaining	
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**300 Capital Projects**

594 76 41 300 Capital Exp. - Prof Services	2,927,302.00	54,537.00	2,872,765.00	1.9%
594 76 45 300 Capital Exp. - Rentals & Leases	0.00	4,031.15	(4,031.15)	0.0%
594 76 62 300 Capital Exp - Structures	1,111,472.00	0.00	1,111,472.00	0.0%
594 76 65 300 Capital Exp.- Construction	3,320,766.00	0.00	3,320,766.00	0.0%
300 Capital Projects	7,359,540.00	58,568.15	7,300,971.85	0.8%

<b>Fund Expenditures:</b>	<b>7,359,540.00</b>	<b>58,568.15</b>	<b>7,300,971.85</b>	<b>0.8%</b>
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<b>Fund Excess/(Deficit):</b>	<b>7,462,974.70</b>	<b>10,895,004.45</b>		
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## 2021 BUDGET POSITION

Peninsula Metropolitan Park District

Time: 12:37:03 Date: 03/09/2021

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550 Recreation Fund Months: 01 To: 02

Revenues	Amt Budgeted	Revenues	Remaining
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## 001 Carryover

308 80 00 550	Unreserved Beginning Balance	248,255.91	248,255.91	0.00	100.0%
001	Carryover	248,255.91	248,255.91	0.00	100.0%

## 002 Revenue

347 60 00 550	Recreation Program Fees	393,200.00	53,202.04	339,997.96	13.5%
347 90 00 550	Other Fees and Charges	18,100.00	4,006.58	14,093.42	22.1%
367 00 00 552	Sponsorship	5,300.00	0.00	5,300.00	0.0%
002	Revenue	416,600.00	57,208.62	359,391.38	13.7%

## 003 NonRevenue

397 20 55 550	Transfer In from General Fund	150,847.64	150,847.64	0.00	100.0%
003	NonRevenue	150,847.64	150,847.64	0.00	100.0%

<b>Fund Revenues:</b>	<b>815,703.55</b>	<b>456,312.17</b>	<b>359,391.38</b>	<b>55.9%</b>
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Expenditures	Amt Budgeted	Expenditures	Remaining
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## 550 Recreation Revolving

571 20 11 550	Wages - Recreation Program	236,923.00	28,104.57	208,818.43	11.9%
571 20 20 550	Benefits - Recreation Program	76,745.00	11,041.62	65,703.38	14.4%
571 20 31 550	Office & Operating Supplies	58,256.00	1,620.80	56,635.20	2.8%
571 20 35 550	Minor Equipment	2,438.00	0.00	2,438.00	0.0%
571 20 41 550	Sports & Professional Fees	129,020.00	18,441.00	110,579.00	14.3%
571 20 43 550	Travel	1,600.00	81.13	1,518.87	5.1%
571 20 44 550	Printing & Advertising	500.00	0.00	500.00	0.0%
571 20 45 550	Rentals	27,850.00	600.00	27,250.00	2.2%
571 20 46 550	Sales & Use Taxes	5,806.00	1.79	5,804.21	0.0%
571 20 49 550	Memberships & Training	714.00	14.02	699.98	2.0%
571 40 49 550	Special Events	42,123.00	1,791.57	40,331.43	4.3%
550	Recreation Revolving	581,975.00	61,696.50	520,278.50	10.6%

<b>Fund Expenditures:</b>	<b>581,975.00</b>	<b>61,696.50</b>	<b>520,278.50</b>	<b>10.6%</b>
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<b>Fund Excess/(Deficit):</b>	<b>233,728.55</b>	<b>394,615.67</b>
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### JOB DETAIL

Peninsula Metropolitan Park District

Time: 12:43:51 Date: 03/09/2021

Page: 1

Description: Community Recreation Center - Capital Project

01/01/2020	300.308 80 00 300 Unreserved Beginning Balance	Net Rev & Exp 2016 -2019 Staff/Snodgrass Freeman/Legal/DJC/ PALS/ Land Acq.	110		410,085.62
				<i>Total 308 80 00 300</i>	<u>410,085.62</u>
11/30/2020	300.389 00 00 300 Other Capital Revenue	Beginning Balances November 2020 - Firs Management	111		20,000.00
				<i>Total 389 00 00 300</i>	<u>20,000.00</u>
11/30/2020	300.397 76 65 300 Transfer In from General Fund	Beginning Balances November 2020 - Board Transfer 1/31/2020	111		2,700,000.00
				<i>Total 397 76 65 300</i>	<u>2,700,000.00</u>
				<b>Total Revenue:</b>	<b>3,130,085.62</b>
11/30/2020	300.594 76 31 300 Capital Exp. - Supplies	Beginning Balances November 2020 - Safety Clothing Supplies	112		303.74
				<i>Total 594 76 31 300</i>	<u>303.74</u>
11/30/2020	300.594 76 41 300 Capital Exp. - Prof Services	Beg. Bal Nov 2020-Architects, Fundraising, Legal(Less Auth. Transfers \$275,090.33)	112		10,626.50
12/01/2020	300.594 76 41 300 Capital Exp. - Prof Services	Project Management	1	Absher Construction	10,508.00
12/01/2020	300.594 76 41 300 Capital Exp. - Prof Services	District Attorney	29	Roberts, Johns & Hemphill,	55,917.00
12/01/2020	300.594 76 41 300 Capital Exp. - Prof Services	Fundraising Consultant	35	The Briggs Group	9,000.00
12/31/2020	300.594 76 41 300 Capital Exp. - Prof Services	Project Management	47	Absher Construction	12,294.00
12/31/2020	300.594 76 41 300 Capital Exp. - Prof Services	Architect Services	50	BLRB Architects	228,689.63
12/31/2020	300.594 76 41 300 Capital Exp. - Prof Services	Hydrogeologic	70	GeoResources	2,150.00
12/31/2020	300.594 76 41 300 Capital Exp. - Prof Services	CRC Attorney	90	Perkins Coie LLP	3,992.75

### JOB DETAIL

Peninsula Metropolitan Park District

Time: 12:43:51 Date: 03/09/2021  
Page: 2

Description: Community Recreation Center - Capital Project

12/31/2020	300.594 76 41 300 Capital Exp. - Prof Services	Hemley's Inspection	132	U.S. Bank	1,560.36
01/19/2021	300.594 76 41 300 Capital Exp. - Prof Services	Fundraising Consultant	14	The Briggs Group	9,000.00
02/01/2021	300.594 76 41 300 Capital Exp. - Prof Services	Project Management	59	Absher Construction	13,690.00
02/01/2021	300.594 76 41 300 Capital Exp. - Prof Services	CRC Attorney	75	Perkins Coie LLP	630.00
02/17/2021	300.594 76 41 300 Capital Exp. - Prof Services	Project Management	109	Absher Construction	15,799.00
02/17/2021	300.594 76 41 300 Capital Exp. - Prof Services	Fundraising Consultant	111	The Briggs Group	9,000.00
				<i>Total 594 76 41 300</i>	<u>382,857.24</u>
11/30/2020	300.594 76 44 300 Capital Exp. - Printing	Beginning Balances November 2020 - Daily Journal Commerce	112		210.00
				<i>Total 594 76 44 300</i>	<u>210.00</u>
				<b>Total Expenditures:</b>	<b><u>383,370.98</u></b>
				<b>Net</b>	<b><u>2,746,714.64</u></b>

### JOB DETAIL

Peninsula Metropolitan Park District

Time: 12:44:34 Date: 03/09/2021  
Page: 1

Description: Hale Pass - Renovation

01/01/2020	300.308 80 00 300	Unreserved Beginning Balance	Bal. 2018 Ceiling Replace/Rodent Removal/2019 PC Grant/JOC Exp.	110		31,892.65
						<u>31,892.65</u>
<i>Total 308 80 00 300</i>						<i>31,892.65</i>
11/30/2020	300.397 76 65 300	Transfer In from General Fund	Beginning Balances November 2020 - Board Transfer 1/31/2020	111		500,000.00
11/30/2020	300.397 76 65 300	Transfer In from General Fund	Beginning Balances November 2020 - Board Transfer 7/21/2020	111		650,000.00
						<u>1,150,000.00</u>
<i>Total 397 76 65 300</i>						<i>1,150,000.00</i>
<b>Total Revenue:</b>						<b>1,181,892.65</b>
11/30/2020	300.594 76 41 300	Capital Exp. - Prof Services	Beginning Balances November 2020 - PALS Inspection, Septic, Driftmeier	112		35,994.43
12/01/2020	300.594 76 41 300	Capital Exp. - Prof Services	Design Services	12	Driftmeier Architects	56,848.39
12/31/2020	300.594 76 41 300	Capital Exp. - Prof Services	Design Services	63	Driftmeier Architects	4,540.00
02/16/2021	300.594 76 41 300	Capital Exp. - Prof Services	Design Services	95	Driftmeier Architects	6,418.00
						<u>103,800.82</u>
<i>Total 594 76 41 300</i>						<i>103,800.82</i>
02/16/2021	300.594 76 45 300	Capital Exp. - Rentals & Leases	Mini Excavator HP Well Prep	107	United Rentals Northwest,	4,031.15
						<u>4,031.15</u>
<i>Total 594 76 45 300</i>						<i>4,031.15</i>
11/30/2020	300.594 76 62 300	Capital Exp - Structures	Beginning Balances November 2020 - KCDA - May - October 2020	112		76,683.76
						<u>76,683.76</u>
<i>Total 594 76 62 300</i>						<i>76,683.76</i>
11/30/2020	300.594 76 65 300	Capital Exp.- Construction	Beginning Balance November 2020 - Chuck West	112		5,507.22
						<u>5,507.22</u>
<i>Total 594 76 65 300</i>						<i>5,507.22</i>

### JOB DETAIL

Peninsula Metropolitan Park District

Time: 12:44:34 Date: 03/09/2021  
Page: 2

Description: Hale Pass - Renovation

<b>Total Expenditures:</b>	<u>190,022.95</u>
<b>Net</b>	<u>991,869.70</u>



# Peninsula Metropolitan Park District

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[www.penmetparks.org](http://www.penmetparks.org)

## SPECIAL MEETING MINUTES

**Public Meeting: Community Recreation Center Schematic Design Update**  
**Thursday, January 21, 2021 • 6:00 pm**

Join us for an evening of discussion regarding the Schematic Design of the new PenMet Parks Community Recreation Center. To attend this meeting, RSVP to [Info@PenMetParks.org](mailto:Info@PenMetParks.org) by 4 pm on January 20th. The meeting will begin at 6:00 pm and run until around 7:00 pm. There will be an update on progress to-date and opportunities to share your input. For questions, please contact Chuck Cuzzetto at [CCuzzetto@penmetparks.org](mailto:CCuzzetto@penmetparks.org) or (253) 888-0645 We look forward to your participation!

### Commissioners Present:

Amanda Babich  
 Kurt Grimmer  
 Maryellen (Missy) Hill  
 Steve Nixon

### Staff:

Hunter George  
 Chuck Cuzzetto  
 Eric Guenther  
 Matthew Kerns

### Outside Staff:

Ally Bujacich/Absher  
 Kevin Armstrong/BRS  
 Connie Osborn/BRS  
 Susie Nelson/BRS  
 Sarah Fischer/BLRB  
 Ari Lewkowitz/BLRB

### ITEM 1 Public Meeting Agenda

Interim Executive Director Hunter George outlined the schedule and intended outcome of the meeting, which is to solicit feedback from the public on three siting options for the Community Recreation Center on the former Performance Golf Center property.

President Babich gave welcoming remarks and introduced Project Manager Ally Bujacich. Members of the design team from Barker Rinker Seacat Architecture and BLRB Architects gave a brief overview of the elements of the project. They presented 3 options for placing the building, the Cushman Trail extension, playgrounds, parking, and an event lawn on various areas of the site. The presentation included pros and cons of each option. Members of the public asked questions and offered feedback. After the Q&A, the design team used a polling app to ask members of the public in





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attendance to vote on their preferred option. Option C was preferred by 78% of those attending.

The design team said the next community meeting for the CRC project will be held in early March. George advised members of the public to send any additional feedback to [info@penmetparks.org](mailto:info@penmetparks.org).

The meeting adjourned at 7:23 pm.

**APPROVED BY THE BOARD ON:** \_\_\_\_\_

\_\_\_\_\_

**President**

\_\_\_\_\_

**Clerk**

Submitted By: Stacie Snuffin



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## STUDY SESSION MINUTES

March 02, 2021, **4:00 PM**

ATTENTION: Park Board meetings are being held online via Zoom under Governor Inslee's public health proclamations regarding the COVID-19 virus. Members of the public are encouraged to join the study session and/or regular meeting by using the Meeting ID 876 9578 1144 Password: PenMet0302, or call in at +1 253-215-8782 Password: 4023546788. Meeting agendas can be accessed online at PenMetParks.org. Comments submitted via email will be read into the record during the meeting; the deadline to submit comments is 5 pm on March 1, 2021.

**Call to Order:** The meeting was called to order by President Babich at 4:02 pm

### Commissioners Present:

Amanda Babich  
 Kurt Grimmer (Joined Late in at 4:16 pm)  
 Maryellen (Missy) Hill (Absent Excused)  
 Laurel Kingsbury  
 Steve Nixon

### Outside Staff:

Ally Bujacich/Absher  
 Kevin Armstrong/BRS  
 Ari Lewkowitz/BLRB  
 Sarah Fischer/BLRB  
 Connie Osborn/BRS  
 Eric Stein/BRS  
 Marcia Hocevar/BRS  
 Don Campbell/RW Droll  
 Phil VanDevanter/RW Droll  
 Jim Nelson/D.A. Davidson

### Staff:

Hunter George  
 Elaine Sorensen  
 Stacie Snuffin  
 Chuck Cuzzetto  
 Eric Guenther  
 Ron Martinez  
 Matthew Kerns

### ITEM 1 Approval of Agenda

Commissioner Nixon made a motion to approve the agenda, seconded by Commissioner Kingsbury. The agenda was approved with a 3-0 vote.

### ITEM 2 Board Discussion

#### 2a. CRC Updated Site Plans

Project Manager Ally Bujacich introduced the design teams BRS, BLRB, and R.W. Droll, Landscape Architects, and informed the Board and staff that the team would be presenting several updated design options for the Community Recreation Center (CRC) project to get district feedback.

Design Architect Kevin Armstrong from BRS introduced design team members who would be part of the presentation and gave an update on the schedule of schematic design milestones.



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Project Manager Don Cambell from RW Droll introduced himself and his Junior Project Manager Phil VanDevanter. Campbell went through the site layout options and the pros and cons for the three different options presented. Commissioner Nixon and the design team discussed the EVA (emergency vehicle access) included on the site option drawings. The design team gave a couple of parking lot options and core site options. Armstrong requested that the Board use the Poll Everywhere software to indicate their preferred choices. The Board and design team discussed the site option plans, and the design team asked that the Commissioners write in any site layout adjustments that they might have for their preferred site layout option. The design team and the Board discussed the site layout features that they preferred, and they answered questions from the Board.

## 2b. CRC Building Characteristic Options

Connie Osborn, Kevin Armstrong from BRS, and Ari Lewkowitz from BLRB presented the building massing study, which provides three design options for the existing ProGolf building and the new CRC building. The third option had two different roof feature choices for both the new CRC building and the existing ProGolf building. The design team and the Board discussed the building features they liked and didn't like in the presented options and used the polling software to indicate their preferred building elements.

Marcia Hocevar with BRS presented brand identity and wayfinding ideas and possibilities. Hocevar went through a series of slides that gave floor and ceiling wayfinding, vertical circulation, track surface, track/court graphics ideas. Eric Stien with BRS continued the presentation with visual identity elements that included texture and graphic concepts. The design team and Commissioners had a brief discussion. The design team gave a list of the next steps for the project and asked that the Board provide their feedback to Project Manager Ally Bujacich before the community meeting on March 4, 2021.

## 2c. CRC Bond Financing Update

Interim Executive Director Hunter George reported that the Finance Committee met and unanimously agreed to recommend financing part of the project with a \$16 million limited tax general obligation bond being financed at thirty years, with the first two years having interest-only payments and maintaining the current payments on the existing Sehmel Bond. He reported that this would give the district a very healthy cash position over the next few years.

Finance and Human Resource Manager Elaine Sorensen presented a cash flow spreadsheet that summarized PenMet's net cash flow under various scenarios: with a levy lid lift, without a levy lid lift, and if property values declined without a lid lift. The Board and staff discussed moving forward with the bond resolution and bringing it to the next board meeting.

Jim Nelson with D.A. Davidson discussed the draft bond delegation resolution and went over the bond parameters with the Board. He



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recommended setting parameters of \$20 million over 33 years in order to give the District a cushion, and the Board agreed. Nelson made recommendations to the Board to move forward with the bond and bring the resolution to the Regular Board meeting on March 16, 2021.

**ITEM 3      Adjournment** President Babich adjourned the meeting at 5:54 pm

**APPROVED BY THE BOARD ON:** \_\_\_\_\_

\_\_\_\_\_

**President**

\_\_\_\_\_

**Clerk**

Submitted By: Stacie Snuffin



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## REGULAR MEETING MINUTES

March 02, 2021, 6:00 PM

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**Call to Order:** The meeting was called to order by President Babich at 6:01 pm

**Commissioners Present:**

- Amanda Babich
- Kurt Grimmer (Joined at 6:04 pm)
- Maryellen (Missy) Hill (Absent Excused)
- Laurel Kingsbury
- Steve Nixon

**Outside Staff:**

- Ally Bujacich/Absher

**Staff:**

- Hunter George
- Elaine Sorensen
- Stacie Snuffin
- Chuck Cuzzetto
- Eric Guenther
- Ron Martinez
- Matthew Kerns

**ITEM 1 Approval of Agenda**

Commissioner Kingsbury made a motion to approve the agenda, seconded by Commissioner Nixon. The agenda was approved with a 3-0 vote.

**ITEM 2 Citizen Comments: None**

**ITEM 3 Presentations**

**3a. Interim Executive Director's Report**

Interim Executive Director Hunter George gave an update that PenMet posted a job opening for a community sports coordinator position. He reported there were 107 applications and that staff is quickly identifying finalists and will hopefully be conducting interviews the following week. He also noted that PenMet would be reposting a vacant maintenance position that was previously unsuccessful in finding someone to fill the position.

George reported that PenMet had received some complaints that some of the kids playing flag football were not wearing masks. George noted that PenMet was trying to come up with a thoughtful approach to address the issue. He also stated that PenMet was contemplating introducing some level of penalty through the game. The Board, George, and staff discussed some ways to address the issue through communication and positive reinforcement.

**3b. President's Report: None**



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## ITEM 4 Consent Agenda

Commissioner Grimmer made a motion to approve the consent agenda, seconded by Commissioner Kingsbury. The consent agenda was approved with a 4-0 vote

### 4a. Approval of Minutes

02/16/21 Study Session and Regular Meeting

### 4b. Approval of Vouchers

\$156,662.53 Reference Number: V2021-036B-058A

\$72,364.96 Reference Number: V2021-058B-077

\$35,701.55 Reference Number: V2021-078-080

## ITEM 5 Unfinished Business: None

## ITEM 6 New Business

### 6a. Accomplishments and Goals Discussion

Interim Executive Director Hunter George noted that staff traditionally include a list of accomplishments from the previous year and goals for the next year in the budget document. President Babich noted that she and Commissioner Grimmer wanted the whole Board to review it and have a discussion. After a discussion, the Board decided not to include the goals and accomplishments in this year's budget document because they had not been part of the budget development process. The staff and Board discussed setting a date for a goals and accomplishments discussion before drafting the 2022 budget. George recommended that the Board schedule a retreat in late Spring or early Summer.

## ITEM 7 Project Manager Update

### 7a. Community Recreation Center

Project Manager Ally Bujacich gave a brief recap of the earlier study session where the CRC design team had presented refined site plans based on the preferred site options and building massing study options. Bujacich discussed some of the feedback she heard from Commissioners during the study session and gave some clarification about the site elements that are not included in the project budget. She explained that the next step would be to do a cost estimate at the end of every design phase, which will help decide if there is room in the budget to add additional items. Bujacich updated the Board that she is scheduling a meeting with the Pierce County Fire Marshal and Building Department regarding the Emergency Vehicle Access(EVA) at the CRC site. Bujacich addressed the Board's feedback about mixing and matching different site elements presented in the study session to the Board's preferred site plan and gave an update on work being done by the geotechnical engineer and septic-design firm. Bujacich discussed the upcoming public meeting, gave a schedule for the completion of the schematic design document, and said



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that the final document would be brought to the Board for approval at the April 6, 2021's Board Meeting.

Commissioner Nixon reported that Bujacich provided most of the items that the Operations Committee reviewed in their last meeting.

Commissioner Grimmer gave a brief update on the feasibility study completion and the next steps in the fundraising process. Commissioner Kingsbury inquired about the fundraising consultant contract, and Commissioner Grimmer clarified that The Briggs Group's contract includes fundraising for the project.

Commissioner Kingsbury gave a brief update that the Board gave the Bond Consultant approval to get the resolution documents ready to bring to the next board meeting for approval on March 16, 2021. Commissioner Nixon reported that it was helpful to go over the cash flow spreadsheet with staff before the meeting. He expressed his appreciation of everyone involved for their attentiveness in reviewing the information and how helpful the document was.

## 7b. Hale Pass Park

Project Manager Ally Bujacich gave an update on the Hale Pass Park project. Bujacich reported that she had spent the last few weeks learning about the project. Bujacich reported on the water loss and damage due to flooding at Arletta Schoolhouse and gave an update on what has been accomplished to date. She informed the Board that she is in contact with the insurance adjuster and received the initial report and estimate and will review and respond and expects that there will be some negotiating.

Bujacich updated the Board that she is in the process of updating the budget, schedule, developing a cash flow analysis for the project, and starting to look at potential materials finishes for commissioner review. She reported that the latest set of drawings are being updated and will be used to perform a cost estimate update. Bujacich said that she expected the permit to be ready later this month and anticipates providing a full board update on this project at the April 6, 2021 Board Meeting.

Interim Executive Director Hunter George and Bujacich requested that each Commissioner do a site walk-through to see the Hale Pass building before the April 6, 2021 meeting.

## ITEM 8 Comments by Board

Commissioner Kingsbury commented on some emails and public discussion on Facebook about Harbor Family Park regarding dogs being off-leash. She said that she wanted to address it in a public meeting. Kingsbury spoke about addressing the issue with more obvious, bigger, and better signage at PenMet's Parks, especially at Harbor Family Park. President Babich discussed hearing that some other Parks and Recreation agencies around the country allow dogs to be off leash during certain time periods, and maybe that is something to take into consideration.





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Commissioner Nixon provided an update regarding the Compensation Study and the Salary and Benefits Committee. He reported that the committee is working on a new salary survey because the survey done in 2019 was poorly drafted and administered, which concerned the Board. He explained that the purpose is to review and compare the salary and benefits for PenMet staff to ensure that employees are fairly compensated and maintain competitive compensation packages to attract and retain competent, professional staff. Nixon reported that the committee’s intent is to complete a review of job descriptions based on an updated organizational chart, and to consider policies and procedures to establish a regular interval for completing a review of job descriptions, wage ranges, and benefits for each position.

Commissioner Babich reported that she and a constituent had a brief email exchange regarding her concerns about PenMet not having a sustainability policy that would reduce PenMet’s carbon footprint and fuel reduction. Babich said she thinks that it would be a good time to look at some type of policy that can be developed by staff and brought back to the Board for review.

**ITEM 9 Next Board Meetings**

Thursday, March 4, 2021 (Special Meeting to receive public comment on the CRC project) via Zoom or Teleconference at 6:00 pm.

Tuesday, March 16, 2021 (Study and Regular) Via Zoom or Teleconference Study Session at 4:00 and Regular Meeting at 6:00 pm

**ITEM 10 Executive Session: None**

**ITEM 11 Adjournment** President Babich adjourned the meeting at 6:51 pm

**APPROVED BY THE BOARD ON:** \_\_\_\_\_

\_\_\_\_\_

**President**

\_\_\_\_\_

**Clerk**

Submitted By: Stacie Snuffin





Finance Department  
District Payment Transmittal

Item 4b.

District Name: Metro Park District-Peninsula

**PAYMENT LISTING**

Trans Date	District Ref #	Payee Printed Name	Amount
3/1/21	V2021-081	PURDY TOPSOIL & GRAVEL	\$151.90
3/1/21	V2021-082	DON SMALL & SONS OIL	\$459.15
3/1/21	V2021-083	Fireshield	\$427.28
3/1/21	V2021-084	Zee Medical Service Co.	\$91.58
3/1/21	V2012-085	ZUMAR INDUSTRIES INC	\$109.90
3/1/21	V2021-086	Express Septic Tank Cleaning	\$1,103.82
3/1/21	V2021-087	PATRIOT FIRE PROTECTION INC	\$2,291.80
3/1/21	V2021-088	Tacoma Pierce County Health Department	\$130.00
3/1/21	V2021-089	Cascade Recreation	\$260.66
3/1/21	V2021-091	George's Electric Inc.	\$460.53
3/1/21	V2021-092	Strohs Water Company Inc.	\$93.19
3/1/21	V2021-093	JMWeiks	\$3,965.33
3/1/21	V2021-094	Pioneer Fire & Security	\$93.88
3/1/21	V2021-095	BLRB Architects	\$102,393.60
3/1/21	V2021-096	LynnFit	\$581.00
3/1/21	V2021-097	Snapology	\$1,131.00
3/1/21	V2021-098	Health Care Authority	\$16,468.71
3/1/21	V2021-099	CW Janitorial Services	\$1,414.50
3/1/21	V2021-100	Metropolitan Park District of Tacoma	\$10,902.55
3/1/21	V2021-101	SPRINGBROOK	\$750.00
3/1/21	V2021-102	POA Leasing - PA	\$516.41
3/1/21	V2021-103	CIT	\$188.61
3/1/21	V2021-104	Pacific Office Automation Headquarters	\$1,707.20
3/1/21	V2021-090	Doggie Walk Bags	\$1,000.00
3/1/21	V2021-105	HealthEquity	\$100.00
3/1/21	V2021-106	Department of Retirement Services	\$17,188.95
3/1/21	V2021-107	Hemleys septic tank cleaning	\$815.00
3/1/21	V2021-108	Harbor Gymnastics	\$7,712.18
3/1/21	V2021-109	Custom Shirt Shop	\$2,040.35
3/1/21	V2021-110	The Murder Mystery Co.	\$299.00
3/1/21	V2021-111	Kelly Darling	\$28.60
3/1/21	V2021-112	Pierce County Clerks & Finance Officers Association.	\$20.00
3/1/21	V2021-113	Peninsula Metropolitan Park District	\$60,656.68
3/1/21	V2021-114	Department of Revenue	\$1,701.12
3/1/21	V2021-115	Linda Kaye Briggs	\$9,000.00
3/1/21	V2021-116	Muffin Cookie LLC	\$459.00
3/1/21	V2021-117	U.S. Bank Corporate Payment System	\$18,842.59

Payment Count: 37

Total Amount: \$265,556.07

Payment Count: 37  
Payment Total: \$265,556.07

**CERTIFICATION**

I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or labor performed as described herein, and that the claim is a just, due and unpaid obligation, and that I am authorized to authenticate and certify to said claim.

*[Signature]* 3-2-2021  
Authorized District Official Signature Date

\_\_\_\_\_  
Authorized District Official Signature Date

*[Signature]* 3/8/21  
Authorized District Official Signature Date

\_\_\_\_\_  
Authorized District Official Signature Date

*[Signature]* 3/8/21  
Authorized District Official Signature Date

\_\_\_\_\_  
Authorized District Official Signature Date

\_\_\_\_\_  
Authorized District Official Signature Date

\_\_\_\_\_  
Authorized District Official Signature Date

**INSTRUCTIONS FOR USE:**

Submit signed Transmittal To Pierce County Finance Department

FAX:  
253-798-6699

EMAIL:  
PCACCOUNTSPAYABLE@co.pierce.wa.us

**PC Finance Department Use Only**

Authorization Received on \_\_\_\_\_

Batch Verified by \_\_\_\_\_



# Peninsula Metropolitan Park District

5717 Wollochet Drive Gig Harbor, WA 98335  
 Office: 253-858-3400 Fax: 253-858-3401  
 E-mail: [Info@PenMetParks.org](mailto:Info@PenMetParks.org)

## DISTRICT COMMISSION MEMO

**To:** District Commission

**From:** Hunter T. George, Interim Executive Director

**Date:** March 16, 2021

**Subject:** **Resolution R2021-007 – Issuance of Limited Tax Obligation Bonds, 2021**

### Background/Analysis

This resolution will authorize the issuance and sale of one or more bond series of limited tax obligation bonds to plan and construct a Community Recreation Center.

Staff prepared a cash flow analysis of the project planning, construction, maintenance and operations of the project which was reviewed by the Board of Commissioners. The cash flow analysis by staff indicates that the District has sufficient capacity to pay the debt service on these bonds and satisfy the maintenance and operations of the Community Recreation Center. The estimated impact to the General Fund is \$330,763 for 2021, \$538,800 for 2022 and \$808,479 for the remainder of the years.

Jim Nelson of D.A. Davidson and Deanna Gregory of Pacifica Law Group will assist the District with the sale of the bonds.

### Recommendation

Staff recommends that the Board of Commissioners approve Resolution R2021-007 to authorize the issuance and sale of up to \$20,000,000 of limited tax obligation bonds.

### Policy Implications/Support

1. On October 15, 2019 at their regular meeting, the Board of Commissioners approved Resolution R2019-014 approving the execution of the Purchase and Sale Agreement dated December 13, 2018 between FIRS Management LLC and the Peninsula Metropolitan Park District for the real property commonly known as the Performance Golf Center located at 2416 – 14<sup>th</sup> Avenue NW Gig Harbor, Washington.
2. At a regular meeting of the Board of Commissioners held on July 21, 2020 the Commissioners approved Resolution R2020-012 authorizing the Executive Director to sign a professional services agreement with BLRB Architects to serve as the architect for the Community Recreation Center.
3. At a regular meeting of the Board of Commissioners held on August 4, 2020 the Commissioners approved Resolution R2020-021 authorizing the Executive Director to sign a professional services agreement with Linda Kaye Briggs of The Briggs Group for fundraising services to the District.
4. At a regular meeting of the Board of Commissioners held on October 6, 2020 the Commissioners authorized a professional services agreement with Absher Construction for project management of the planning and construction of the Community Recreation Center.
5. At a regular meeting of the Board of Commissioners held on February 2, 2021 Jim Nelson of D.A. Davidson presented several options for the sale of limited tax obligation bonds.

6. At a Board of Commissioners Community Recreation Center finance committee meeting on March 1, 2021 Commissioner Nixon and Commissioner Kingsbury reviewed a cash flow analysis of project planning, construction, maintenance and operations of the Community Recreation Center.
7. At a regular meeting of the Board of Commissioners held on March 2, 2021 the Board approved the issuance of the limited tax obligation bonds for the Community Recreation Center.

**Motion**

I move that the Board of Commissioners approve Resolution R2021-0007 to authorize the issuance and sale of up to \$20,000,000 of limited tax obligation bonds as established by this resolution.

Should you have any questions or comments please feel free to contact me at 253.858.3400 or via email at [hgeorge@penmetparks.org](mailto:hgeorge@penmetparks.org)

**PENINSULA METROPOLITAN PARK DISTRICT, PIERCE COUNTY, WASHINGTON**

**LIMITED TAX GENERAL OBLIGATION BONDS, 2021**

**RESOLUTION NO. R2021-007**

A RESOLUTION OF THE BOARD OF PARK COMMISSIONERS OF PENINSULA METROPOLITAN PARK DISTRICT, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF LIMITED TAX GENERAL OBLIGATION BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$20,000,000 TO DESIGN, CONSTRUCT, EQUIP, RENOVATE AND MAKE CERTAIN CAPITAL IMPROVEMENTS TO THE FACILITIES OF THE DISTRICT; PROVIDING THE FORM AND TERMS OF THE BONDS; AUTHORIZING A PRELIMINARY OFFICIAL STATEMENT; AND DELEGATING THE AUTHORITY TO DETERMINE THE FINAL TERMS FOR THE BONDS.

Adopted: March 16, 2021

Prepared By

PACIFICA LAW GROUP LLP  
1191 Second Avenue, Suite 2000  
Seattle, Washington 98101  
(206) 245-1700

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Exhibit A – Form of Bond

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\* This Table of Contents is provided for convenience only and is not a part of this resolution.

**PENINSULA METROPOLITAN PARK DISTRICT,  
PIERCE COUNTY, WASHINGTON**

**RESOLUTION NO. R2021-007**

A RESOLUTION OF THE BOARD OF PARK COMMISSIONERS OF PENINSULA METROPOLITAN PARK DISTRICT, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF LIMITED TAX GENERAL OBLIGATION BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$20,000,000 TO DESIGN, CONSTRUCT, EQUIP, RENOVATE AND MAKE CERTAIN CAPITAL IMPROVEMENTS TO THE FACILITIES OF THE DISTRICT; PROVIDING THE FORM AND TERMS OF THE BONDS; AUTHORIZING A PRELIMINARY OFFICIAL STATEMENT; AND DELEGATING THE AUTHORITY TO DETERMINE THE FINAL TERMS FOR THE BONDS.

WHEREAS, Peninsula Metropolitan Park District, Pierce County, Washington (the "District") operates parks and recreation facilities and programs; and

WHEREAS, the Board of Commissioners (the "Board") of the District now desires to make certain capital improvements to the facilities of the District by carrying out the initial phase of the Community Recreation Center project, consisting of constructing a new building and renovating the existing pro golf building to provide space for indoor recreation, social gatherings and administrative offices (collectively, the "Projects"); and

WHEREAS, the Board hereby finds it in the best interest of the District to issue one or more series of limited tax general obligation bonds in an aggregate principal amount not to exceed \$20,000,000 (the "Bonds") to pay or reimburse the District for costs of designing, constructing, equipping, acquiring and improving the Projects and paying costs of issuance for the Bonds; and

WHEREAS, it appears to the Board that it is in the best interests of the District and its taxpayers to delegate authority to the Interim Executive Director and the Finance Manager (each, a "Designated Representative"), for a limited time, to approve the final terms of the Bonds subject to the terms of this resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PARK COMMISSIONERS OF THE PENINSULA METROPOLITAN PARK DISTRICT, PIERCE COUNTY, WASHINGTON, as follows:

Section 1.    Definitions.

(a)    *Definitions.*    As used in this resolution the following words shall have the following meanings:

**Beneficial Owner** means the beneficial owner of all or a portion of a Bond while such Bond is in fully immobilized form.

**Board** means the Board of Park Commissioners of the District, as the same shall be duly and regularly constituted from time to time.

**Bond Counsel** means Pacifica Law Group LLP or an attorney at law or a firm of attorneys, selected by the District, of nationally recognized standing in matters pertaining to the tax exempt nature of interest on bonds issued by states and their political subdivisions.

**Bond Fund** means one or more funds or accounts authorized to be created pursuant to Section 9 of this resolution for the purpose of paying debt service on each series of Bonds.

**Bond Register** means the registration records for the Bonds maintained by the Bond Registrar.

**Bond Registrar** means, initially, the fiscal agent of the State, whose duties include registering and authenticating the Bonds, maintaining the Bond Register, effecting transfer of ownership of the Bonds, and paying the principal of and interest on the Bonds.

**Bonds** mean the limited tax general obligation bonds authorized to be issued in one or more series pursuant to this resolution.

**Closing** means the date of delivery of the Bonds of a series to the Underwriter.

**Code** means the Internal Revenue Code of 1986 as in effect on the date of issuance of an issue of Tax-Exempt Bonds or (except as otherwise referenced herein) as it may be



amended to apply to obligations issued on the date of issuance of the issue of Tax-Exempt Bonds, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

**Continuing Disclosure Certificate** means one or more written undertakings for the benefit of the owners and Beneficial Owners of the Bonds as required by Section (b)(5) of the Rule.

**Designated Representative** means the Interim Executive Director and the Finance Manager. For purposes of this resolution and the issuance and sale of the Bonds, the signature of one Designated Representative shall be sufficient to bind the District.

**District** means Peninsula Metropolitan District, Pierce County, Washington, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Washington.

**DTC** means The Depository Trust Company of New York, New York, as the initial securities depository for the Bonds, or any successor depository for the Bonds.

**Executive Director** means the Interim Executive Director of the District, or the successor to the duties of such office.

**Fair Market Value** means the price at which a willing buyer would purchase an investment from a willing seller in a bona fide, arm's length transaction, except for specified investments as described in Treasury Regulations § 1.148-5(d)(6), including United States Treasury obligations, certificates of deposit, guaranteed investment contracts, and investments for yield restricted defeasance escrows. Fair Market Value is generally determined on the date on which a contract to purchase or sell an investment becomes binding, and, to the extent required by the applicable regulations under the Code, the term "investment" will include a hedge.

**Federal Tax Certificate** means the certificate executed by a Designated Representative setting forth the requirements of the Code for maintaining the tax exemption of interest on a series of Tax-Exempt Bonds to be dated as of the date of issue for such Tax-Exempt Bonds, and attachments thereto.

**Finance Manager** means the Finance and Human Resources Manager of the District, or the successor to the finance duties of such office.

**Government Obligations** means those obligations now or hereafter defined as such in chapter 39.53 RCW constituting direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, as such chapter may be hereafter amended or restated.

**Letter of Representations** means the Blanket Issuer Letter of Representations from the District to DTC.

**MSRB** means the Municipal Securities Rulemaking Board or any successor to its functions.

**Official Statement** means the disclosure documents prepared and delivered in connection with the sale of one or more series of Bonds.

**Projects** mean the capital projects to be financed with proceeds of the Bonds, as described in the recitals of this resolution.

**Project Fund** means one or more funds or accounts authorized to be created pursuant to Section 12 of this resolution.

**Purchase Contract** means one or more bond purchase contracts or other agreements for the sale of a series of Bonds to the Underwriter, executed by a Designated Representative pursuant to Section 13 of this resolution.

**Record Date** means the close of business for the Bond Registrar that is 15 days preceding any interest and/or principal payment or redemption date for the Bonds of a series.

**Registered Owner** means the person in whose name a Bond is registered on the Bond Register. For so long as the District utilizes the book-entry only system for the Bonds of a series, DTC shall be deemed to be the Registered Owner.

**Rule** means United States Securities and Exchange Commission Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended from time to time.

**State** means the State of Washington.

**Taxable Bonds** mean any Bonds of a series determined to be issued on a taxable basis pursuant to this resolution.

**Tax-Exempt Bonds** mean any Bonds of a series determined to be issued on a tax-exempt basis under the Code pursuant to this resolution.

**Treasurer** means the Pierce County Assessor-Treasurer, as *ex officio* Treasurer of the District, or the successor to the treasury duties of such office.

**Underwriter** means D.A. Davidson & Co., or its successors.

(b) *Rules of Interpretation.* In this resolution, unless the context otherwise requires:

(1) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this resolution, refer to this resolution as a whole and not to any particular article, section, subdivision or clause hereof, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of this resolution;

(2) Words of any gender shall mean and include correlative words of all genders and words importing the singular number shall mean and include the plural number and vice versa;

(3) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(4) Any headings preceding the text of the several articles and sections of this resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this resolution, nor shall they affect its meaning, construction or effect; and

(5) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

Section 2. Authorization of Projects. The Board hereby authorizes the District to undertake the Projects. The cost of all necessary appraisals, negotiation, closing, architectural, engineering, financial, legal and other consulting services, inspection and testing, administrative and relocation expenses and other costs incurred in connection with the Projects shall be deemed a part of the Projects. If remaining Bond proceeds are sufficient, the District may utilize remaining Bond proceeds for other legally authorized capital purposes, and such purposes shall be considered to be part of the “Projects.”

Section 3. Authorization of Bonds. For the purpose of paying or reimbursing the District for all or a portion of the costs of the Projects and paying costs of issuing the Bonds, the District hereby authorizes the issuance and sale of one or more series of its limited tax general obligation bonds in an aggregate principal amount not to exceed \$20,000,000 (the “Bonds”) as set forth herein. The Bonds shall be issued from time to time in one or more series and shall be designated as the “Peninsula Metropolitan Park District, Pierce County, Washington, Limited Tax General Obligation Bonds, 2021” with additional series designation or other such designation as determined to be necessary by a Designated Representative.

The Bonds of a series shall be dated as of the Closing for such series of Bonds; shall be fully registered as to both principal and interest; shall be in the denomination of \$5,000 each or any integral multiple thereof within a series and maturity, provided that no Bond of a series shall represent more than one maturity; shall be numbered separately in such manner and with any

additional designation as the Bond Registrar deems necessary for purposes of identification; shall bear interest from their date payable on the days and at the rates set forth in the Purchase Contract; and shall mature on the dates and in the principal amounts set forth in the Purchase Contract and as approved by a Designated Representative pursuant to Section 13 of this resolution.

Section 4. Registration, Exchange and Payments.

(a) *Bond Registrar/Bond Register.* The District hereby requests that the Treasurer specify and adopt the system of registration and transfer for the Bonds approved by the Washington State Finance Committee from time to time through the appointment of a state fiscal agent. The District shall cause a Bond Register to be maintained by the Bond Registrar. So long as any Bonds of a series remain outstanding, the Bond Registrar shall make all necessary provisions to permit the exchange or registration or transfer of Bonds of such series at its principal corporate trust office. The Bond Registrar may be removed at any time at the option of the Treasurer upon prior notice to the Bond Registrar and DTC and a successor Bond Registrar appointed by the Treasurer. No resignation or removal of the Bond Registrar shall be effective until a successor shall have been appointed and until the successor Bond Registrar shall have accepted the duties of the Bond Registrar hereunder. The Bond Registrar is authorized, on behalf of the District, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of such Bonds and this resolution and to carry out all of the Bond Registrar's powers and duties under this resolution. The Bond Registrar shall be responsible for its representations contained in the Certificate of Authentication on the Bonds.

(b) *Registered Ownership.* The District and the Bond Registrar, each in its discretion, may deem and treat the Registered Owner of each Bond as the absolute owner thereof for all purposes (except as provided in the Continuing Disclosure Certificate), and neither the District nor the Bond Registrar shall be affected by any notice to the contrary.

Payment of any such Bond shall be made only as described in Section 4(g) hereof, but such Bond may be transferred as herein provided. All such payments made as described in Section 4(g) shall be valid and shall satisfy and discharge the liability of the District upon such Bond to the extent of the amount or amounts so paid.

(c) *DTC Acceptance/Letter of Representations.* The District has executed and delivered to DTC a Letter of Representations. Neither the District nor the Bond Registrar will have any responsibility or obligation to DTC participants or the persons for whom they act as nominees (or any successor depository) with respect to the Bonds in respect of the accuracy of any records maintained by DTC (or any successor depository) or any DTC participant, the payment by DTC (or any successor depository) or any DTC participant of any amount in respect of the principal of or interest on the Bonds, any notice which is permitted or required to be given to Registered Owners under this resolution except such notices as shall be required to be given by the District to the Bond Registrar or to DTC (or any successor depository), or any consent given or other action taken by DTC (or any successor depository) as the Registered Owner. For so long as any Bonds of a series are held in fully-immobilized form hereunder, DTC or its successor depository shall be deemed to be the Registered Owner of the Bonds of such series for all purposes hereunder, and all references herein to the Registered Owners shall mean DTC (or any successor depository) or its nominee and shall not mean the owners of any beneficial interest in such Bonds.

(d) *Use of Depository.*

(1) The Bonds shall be registered initially in the name of "Cede & Co.," as nominee of DTC, with one Bond maturing on each of the maturity dates for the Bonds of a series in a denomination corresponding to the total principal therein designated to mature on such date.

Registered ownership of such immobilized Bonds, or any portions thereof, may not thereafter be transferred except (A) to any successor of DTC or its nominee, provided that any such successor shall be qualified under any applicable laws to provide the service proposed to be provided by it; (B) to any substitute depository appointed by a Designated Representative pursuant to subsection (2) below or such substitute depository's successor; or (C) to any person as provided in subsection (4) below.

(2) Upon the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository or a determination by a Designated Representative to discontinue the system of book-entry transfers through DTC or its successor (or any substitute depository or its successor), a Designated Representative may hereafter appoint a substitute depository. Any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it.

(3) In the case of any transfer pursuant to clause (A) or (B) of subsection (1) above, the Bond Registrar shall, upon receipt of all outstanding Bonds of a series, together with a written request from a Designated Representative, issue a single new Bond for each series and maturity then outstanding, registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of a Designated Representative.

(4) In the event that (A) DTC or its successor (or any substitute depository or its successor) resigns from its functions as depository, and no substitute depository can be obtained, or (B) a Designated Representative determines that it is in the best interest of the beneficial owners of the Bonds of a series that such owners be able to obtain such Bonds in the form of Bond certificates, the ownership of the Bonds of such series may then be transferred to any person or entity as herein provided, and shall no longer be held in fully-immobilized form. A Designated Representative shall deliver a written request to the Bond Registrar, together with a

supply of definitive Bonds of such series, to issue Bonds as herein provided in any authorized denomination. Upon receipt by the Bond Registrar of all then outstanding Bonds of such series together with a written request on behalf of the Board to the Bond Registrar, new Bonds of such series shall be issued in the appropriate denominations and registered in the names of such persons as are requested in such written request.

(e) *Registration of Transfer of Ownership or Exchange; Change in Denominations.*

The transfer of any Bond may be registered and Bonds may be exchanged, but no transfer of any such Bond shall be valid unless such Bond is surrendered to the Bond Registrar with the assignment form appearing on such Bond duly executed by the Registered Owner or such Registered Owner's duly authorized agent in a manner satisfactory to the Bond Registrar. Upon such surrender, the Bond Registrar shall cancel the surrendered Bond and shall authenticate and deliver, without charge to the Registered Owner or transferee therefor, a new Bond (or Bonds at the option of the new Registered Owner) of the same date, series, maturity, redemption provisions and interest rate and for the same aggregate principal amount in any authorized denomination, naming as Registered Owner the person or persons listed as the assignee on the assignment form appearing on the surrendered Bond, in exchange for such surrendered and cancelled Bond. Any Bond may be surrendered to the Bond Registrar and exchanged, without charge, for an equal aggregate principal amount of Bonds of the same date, series, maturity, redemption provisions and interest rate, in any authorized denomination. The Bond Registrar shall not be obligated to register the transfer or to exchange any Bond during the 15 days preceding the date any such Bond is to be redeemed.

(f) *Bond Registrar's Ownership of Bonds.*

The Bond Registrar may become the Registered Owner of any Bond with the same rights it would have if it were not the Bond Registrar, and to the extent permitted by law, may act as depository for and permit any of its



officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the right of the Registered Owners of the Bonds.

(g) *Place and Medium of Payment.* Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America. Interest on the Bonds shall be calculated on the basis of a year of 360 days and twelve 30-day months. For so long as all Bonds of a series are held by a depository, payments of principal thereof and interest thereon shall be made to Registered Owners as of the Record Date as provided in accordance with the operational arrangements of DTC referred to in the Letter of Representations. In the event that the Bonds of a series are no longer held by a depository, interest on such Bonds shall be paid by check or draft mailed to the Registered Owners at the addresses for such Registered Owners appearing on the Bond Register on the Record Date, or upon the written request of a Registered Owner of more than \$1,000,000 of Bonds of a series (received by the Bond Registrar at least by the Record Date), such payment shall be made by the Bond Registrar by wire transfer to the account within the United States designated by the Registered Owner. Principal of the Bonds shall be payable upon presentation and surrender of such Bonds by the Registered Owners at the designated office of the Bond Registrar.

If any Bond shall be duly presented for payment and funds have not been duly provided by the District on such applicable date, then interest shall continue to accrue thereafter on the unpaid principal thereof at the rate stated on such Bond until such Bond is paid.

Section 5. Redemption and Purchase of Bonds.

(a) *Optional Redemption.* A Designated Representative may designate all or a portion of the maturities of the Bonds of a series as being subject to redemption at the option of the District prior to their respective maturities on the dates and at the prices set forth in the Purchase Contract.

(b) *Mandatory Redemption.* In the event that the Underwriter specifies one or more maturities of the Bonds of a series as term bonds, the term bonds will be redeemed in accordance with the maturity schedule set forth in the Purchase Contract (unless such term bonds shall previously have been optionally redeemed).

(c) *Selection of Bonds for Redemption.* As long as the Bonds are held in book-entry only form, the selection of particular Bonds within a series and maturity to be redeemed shall be made in accordance with the operational arrangements in effect at DTC. If the Bonds are no longer held in uncertificated form, the selection of such Bonds to be redeemed shall be made as provided in this subsection (c). If the District redeems at any one time fewer than all of the Tax-Exempt Bonds of a series having the same maturity date, the particular Tax-Exempt Bonds or portions of Tax-Exempt Bonds of such series and maturity to be redeemed shall be selected by lot (or in such manner determined by the Bond Registrar) in increments of \$5,000. In the case of a Tax-Exempt Bond of a denomination greater than \$5,000, the District and the Bond Registrar shall treat each Tax-Exempt Bond of such series as representing such number of separate Tax-Exempt Bonds each of the denomination of \$5,000 as is obtained by dividing the actual principal amount of such Tax-Exempt Bonds of such series by \$5,000. In the event that only a portion of the principal sum of a Tax-Exempt Bond is redeemed, upon surrender of such Tax-Exempt Bond at the designated office of the Bond Registrar there shall be issued to the Registered Owner, without charge therefor, for the then unredeemed balance of the principal sum thereof, at the option of the Registered Owner, one or more Tax-Exempt Bonds of like maturity, series, and interest rate in any of the denominations herein authorized. If the District redeems at any one time fewer than all of the Taxable Bonds of a series having the same maturity date, the particular Taxable Bonds or portions of Taxable Bonds of such series and maturity to be redeemed shall be selected on a pro rata pass-through distribution of principal basis. In the event that only a portion of the principal sum of a Taxable Bond is redeemed, upon

surrender of such Taxable Bond at the designated office of the Bond Registrar there shall be issued to the Registered Owner, without charge therefor, for the then unredeemed balance of the principal sum thereof, at the option of the Registered Owner, one or more Taxable Bonds of like series, maturity and interest rate in any of the denominations herein authorized. To the extent the District optionally redeems or purchases for retirement any Bond that is a term bond, any remaining mandatory sinking fund payment or mandatory prior redemption requirements for such term bond shall be reduced on a pro rata basis.

(d) *Purchase of Bonds.* The District reserves the right to purchase any of the Bonds offered to it at any time at a price deemed reasonable by the District.

(e) *Notice of Redemption.*

(1) Official Notice. For so long as the Bonds are held in book-entry form, notice of redemption (which notice may be conditional) shall be given in accordance with the operational arrangements of DTC as then in effect, and neither the District nor the Bond Registrar will provide any notice of redemption to any Beneficial Owners. Thereafter (if the Bonds are no longer held in book-entry form), notice of redemption shall be given in the manner hereinafter provided. Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any such redemption (which notice may be conditioned by the Bond Registrar on the receipt of sufficient funds for redemption or otherwise) shall be given by the Bond Registrar on behalf of the District by mailing a copy of an official redemption notice by first class mail at least 20 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar.

All official notices of redemption shall be dated and shall state: (A) the redemption date; (B) the redemption price; (C) if fewer than all outstanding Bonds are to be redeemed, the

identification by series and maturity (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed; (D) any conditions to redemption; (E) that (unless such notice is conditional) on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (F) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the designated office of the Bond Registrar.

On or prior to any redemption date, unless any condition to such redemption has not been satisfied or waived or notice of such redemption has been rescinded or revoked, the District shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all of the Bonds or portions of Bonds which are to be redeemed on that date.

The District retains the right to rescind any redemption notice and the related optional redemption of Bonds by giving notice of rescission to the affected Registered Owners at any time on or prior to the scheduled redemption date. Any notice of optional redemption that is so rescinded shall be of no effect, and the Bonds for which the notice of optional redemption has been rescinded shall remain outstanding.

(2) Effect of Notice; Bonds Due. If an unconditional notice of redemption has been given and not rescinded or revoked, or if the conditions set forth in a conditional notice of redemption have been satisfied or waived, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and, if the Bond Registrar then holds sufficient funds to pay such Bonds at the redemption price, then from and after such date such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of

interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. All Bonds which have been redeemed shall be canceled by the Bond Registrar and shall not be reissued.

(3) Additional Notice. In addition to the foregoing notice, further notice may be given by the District as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (A) the CUSIP numbers of all Bonds being redeemed; (B) the date of issue of the Bonds as originally issued; (C) the rate of interest, if any, borne by each Bond being redeemed; (D) the maturity date of each Bond being redeemed; and (E) any other descriptive information needed to identify accurately the Bonds being redeemed. Each further notice of redemption may be sent at least 20 days before the redemption date to each party entitled to receive notice pursuant to the Continuing Disclosure Certificate and with such additional information as the District shall deem appropriate, but such mailings shall not be a condition precedent to the redemption of such Bonds.

(4) Amendment of Notice Provisions. The foregoing notice provisions of this Section 5, including but not limited to the information to be included in redemption notices and the persons designated to receive notices, may be amended by additions, deletions and changes in order to maintain compliance with duly promulgated regulations and recommendations regarding notices of redemption of municipal securities.

Section 6. Form of Bonds. The Bonds of each series shall be in substantially the form set forth in Exhibit A, which is incorporated herein by this reference, with such changes thereto as may be approved by a Designated Representative.

Section 7. Execution of Bonds. The Bonds of each series shall be executed on behalf of the District with the facsimile or manual signatures of the President and Clerk of the Board. In case either of the officers who shall have executed the Bonds shall cease to be an officer or officers of the District before the Bonds so signed shall have been authenticated or delivered by the Bond Registrar, or issued by the District, such Bond may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the District as though those who signed the same had continued to be such officers of the District. Any Bond may be signed and attested on behalf of the District by such persons who at the date of the actual execution of such Bond, are the proper officers of the District, although at the original date of such Bond any such person shall not have been such officer of the District.

Only Bonds that bear a Certificate of Authentication in the form set forth in Exhibit A, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this resolution. Such Certificate of Authentication shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this resolution.

Section 8. Lost, Stolen or Destroyed Bonds. If any Bonds are lost, stolen or destroyed, the Bond Registrar may authenticate and deliver a new Bond or Bonds of like series, amount, maturity and tenor to the Registered Owner upon the Registered Owner's paying the expenses and charges of the Bond Registrar and the District in connection therewith, upon his or her filing with the Bond Registrar and the District evidence satisfactory to both that such Bond or Bonds were actually lost, stolen or destroyed and of his or her ownership, and upon furnishing the District and the Bond Registrar with indemnity satisfactory to both.

Section 9. Bond Fund; Pledge of Funds and Credit. The District shall maintain one or more funds or accounts (the "Bond Fund"), with the appropriate designation as determined

by the District, which shall be held in trust by the Treasurer of the District for the benefit of the owners of the Bonds of each series until all such Bonds are paid or deemed paid. Money in the Bond Fund shall be used solely to pay principal of and interest on each series of Bonds, as provided in this resolution, and Bond Registrar costs. No later than the date each payment of principal of or interest on the Bonds becomes due, the District shall transmit sufficient funds, from the Bond Fund or from other legally available sources, to the Bond Registrar for the payment of such principal or interest.

Money in the Bond Fund may be invested as permitted by law, but only to the extent that such investments are acquired, valued and disposed of at Fair Market Value. All interest earned and profits derived from such investments shall be retained in and become a part of the Bond Fund. After all Bonds have been fully paid or deemed paid and are no longer outstanding, any money remaining in the Bond Fund shall be deposited into the General Fund of the District.

The District irrevocably covenants and agrees, for so long as the Bonds are outstanding and unpaid, that each year it will include in its budget and levy an *ad valorem* tax upon all the property in the District subject to taxation in an amount that will be sufficient, together with other revenues and money of District legally available for such purposes, to pay the principal of and interest on the Bonds when due.

The District hereby irrevocably pledges that the annual tax provided for herein to be levied for the payment of such principal and interest shall be within and as a part of the tax levy permitted to metropolitan park districts without a vote of the people, and that a sufficient portion of each annual levy to be levied and collected by the District prior to the full payment of the principal of and interest on the Bonds will be and is hereby irrevocably set aside, pledged and appropriated for the payment of the principal of and interest on the Bonds. The full faith, credit and resources of the District are hereby irrevocably pledged for the annual levy and collection

of said taxes and for the prompt payment of the principal of and interest on the Bonds when due.

Section 10. Defeasance. In the event that money and/or Government Obligations, maturing at such time or times and bearing interest to be earned thereon in amounts (together with such money, if necessary) sufficient to redeem and retire part or all of the Bonds in accordance with their terms, are set aside in a special account of the District to effect such redemption and retirement, and such money and the principal of and interest on such Government Obligations are irrevocably set aside and pledged for such purpose, then no further payments need be made into the Bond Fund for the payment of the principal of and interest on the Bonds so provided for, and such Bonds shall cease to be entitled to any lien, benefit or security of this resolution except the right to receive the money so set aside and pledged, and such Bonds shall be deemed not to be outstanding hereunder. The District shall give or cause to be given written notice of defeasance in accordance with the Continuing Disclosure Certificate.

Section 11. Tax Covenants.

The District will take all actions necessary to assure the exclusion of interest on the Tax-Exempt Bonds from the gross income of the owners of the Tax-Exempt Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Tax-Exempt Bonds, including but not limited to the following:

- (a) *Private Activity Bond Limitation.* The District will assure that the proceeds of the Tax-Exempt Bonds are not so used as to cause the Tax-Exempt Bonds to satisfy the private business tests of Section 141(b) of the Code or the private loan financing test of Section 141(c) of the Code.



(b) *Limitations on Disposition of the Projects.* The District will not sell or otherwise transfer or dispose of (i) any personal property components of the Projects financed with proceeds of the Tax-Exempt Bonds other than in the ordinary course of an established government program under Treasury Regulation § 1.141-2(d)(4) or (ii) any real property components of the Projects, unless it has received an opinion of Bond Counsel to the effect that such disposition will not adversely affect the treatment of interest on the Bonds as excludable from gross income for federal income tax purposes.

(c) *Federal Guarantee Prohibition.* The District will not take any action or permit or suffer any action to be taken if the result of such action would be to cause any of the Tax-Exempt Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

(d) *Rebate Requirement.* The District will take any and all actions necessary to assure compliance with Section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Tax-Exempt Bonds.

(e) *No Arbitrage.* The District will not take, or permit or suffer to be taken, any action with respect to the proceeds of the Tax-Exempt Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Tax-Exempt Bonds would have caused the Tax-Exempt Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code.

(f) *Registration Covenant.* The District will maintain a system for recording the ownership of each Tax-Exempt Bond that complies with the provisions of Section 149 of the Code until all Tax-Exempt Bonds have been surrendered and canceled.

(g) *Record Retention.* The District will retain its records of all accounting and monitoring it carries out with respect to the Tax-Exempt Bonds for at least three years after the Tax-Exempt Bonds mature or are redeemed (whichever is earlier); however, if the Tax-Exempt

Bonds are redeemed and refunded, the District will retain its records of accounting and monitoring at least three years after the earlier of the maturity or redemption of the obligations that refunded the Tax-Exempt Bonds.

(h) *Compliance with Federal Tax Certificate.* The District will comply with the provisions of the Federal Tax Certificate with respect to the Tax-Exempt Bonds, which are incorporated herein as if fully set forth herein. In the event of any conflict between this Section and the Federal Tax Certificate, the provisions of the Federal Tax Certificate will prevail.

(i) *Bank Qualification.* The District hereby authorizes a Designated Representative to designate any Tax-Exempt Bonds as “qualified tax-exempt obligations” under Section 265(b)(3) of the Code for investment by financial institutions, if not more than \$10,000,000 aggregate principal amount of obligations the interest on which is excludable (under Section 103(a) of the Code) from gross income for federal income tax purposes (excluding (i) private activity bonds, as defined in Section 141 of the Code, except qualified 501(c)(3) bonds as defined in Section 145 of the Code, and (ii) current refunding obligations to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation), including the Tax-Exempt Bonds, has been or will be issued by the District, including all subordinate entities of the District, during the calendar year 2021.

The covenants of this section will survive payment in full or defeasance of the Tax-Exempt Bonds.

Section 12. Project Fund: Application of Bond Proceeds. The District is authorized to create or cause to be created one or more funds or accounts (the “Project Fund”), with the appropriate designation as determined by the District, for the purposes set forth in this section. Proceeds of the sale of the Bonds, net of any Underwriter’s discount and fees, shall be deposited in the Project Fund. Such proceeds shall be used to pay and/or reimburse the District for the costs of the Projects and to pay costs of issuance of the Bonds.

Money in the Project Fund may be invested in any legal investments for District funds, but only to the extent that the same are acquired, valued and disposed of at Fair Market Value. Earnings on such investments shall accrue to the benefit of the Project Fund. Upon completion of the Projects, any remaining Bond proceeds (including investment earnings thereon) shall be used for other capital projects of the District or shall be transferred to the Bond Fund for the applicable series of Bonds.

Section 13. Sale of Bonds: Delegation.

(a) *Delegation.* The Bonds shall be sold by negotiated sale to the Underwriter pursuant to the terms of the Purchase Contract. The Board has determined that it is in the best interest of the District to delegate to the Designated Representatives, for a limited time, the authority to determine whether to issue the Bonds in one or more series, to designate each series of Bonds as Tax-Exempt Bonds or Taxable Bonds, and to approve the final interest rates, aggregate principal amount, principal amount of each maturity, maturity dates, terms of redemption and redemption rights for each series of the Bonds.

Subject to the terms and conditions of this resolution, each Designated Representative is hereby authorized to approve the issuance from time to time, on a single date or on multiple dates determined to be in the best interest of the District, of the Bonds, to determine whether to issue the Bonds in one or more series, to designate each series of Bonds as Tax-Exempt Bonds or Taxable Bonds, and to approve the final interest rates, aggregate principal amount, principal amount of each maturity, maturity dates, terms of redemption and redemption rights for any series of Bonds so long as:

(i) the aggregate principal amount of all Bonds issued pursuant to this resolution does not exceed \$20,000,000;

(ii) the final maturity of each series of Bonds issued pursuant to this resolution is no later than 33 years after the date of the Closing of such Bonds;

(iii) the aggregate purchase price of the Bonds of a series shall be not less than 95% and not greater than 145% of the aggregate stated principal amount of such Bonds;

(iv) the true interest cost for the Bonds (in the aggregate) does not exceed 4.50%;

(v) the coupon interest rate on each Bond does not exceed 5.00%; and

(vi) the Bonds conform to all other terms of this resolution.

(b) *Bond Sale; Purchase Contract.* Subject to the terms and conditions set forth in this Section 14, each Designated Representative is hereby authorized to execute the final form of a Purchase Contract upon approval of the final interest rates, maturity dates, aggregate principal amount, principal maturities, terms of redemption and redemption rights for the Bonds set forth therein, which approval shall be evidenced by a Designated Representative's execution of the Purchase Contract. Following the execution of a Purchase Contract, a Designated Representative shall provide a report to the Board at the next regularly scheduled meeting describing the final terms of the Bonds approved pursuant to the authority delegated in this section.

The authority granted to the Designated Representatives by this Section 14 shall expire on December 1, 2021. If a Purchase Contract for the Bonds has not been executed on or prior to such date, the authorization for the issuance of those Bonds shall be rescinded, and any remaining portion of the Bonds authorized under this resolution shall not be issued nor their sale approved unless such Bonds shall have been re-authorized by resolution of the Board. The resolution re-authorizing the issuance and sale of such Bonds may be in the form of a new resolution repealing this resolution in whole or in part (only with respect to the Bonds not issued) or may be in the form of an amendatory resolution approving a purchase contract or establishing terms and conditions for the authority delegated under this Section 14.

(c) *Delivery of Bonds; Documentation.* Upon the passage and approval of this resolution, the proper officials of the District, including but not limited to the Designated Representatives, are authorized and directed to undertake all actions necessary for the prompt execution and delivery of the Bonds to the Underwriter, and further to execute all closing certificates and documents required to effect the closing and delivery of the Bonds in accordance with the terms of the Purchase Contract. Such documents may include, but are not limited to, documents related to a municipal bond insurance policy delivered by an insurer to insure the payment when due of the principal of and interest on all or a portion of the Bonds as provided therein, if such insurance is determined by the Designated Representatives to be in the best interest of the District.

Section 14. Preliminary and Final Official Statements. Each Designated Representative is hereby authorized to deem final a preliminary Official Statement relating to one or more series of Bonds for the purposes of the Rule. Each Designated Representative is further authorized to approve for purposes of the Rule, on behalf of the District, a final Official Statement relating to the issuance and sale of one or more series of Bonds and the distribution of such Official Statement with such changes, if any, as may be deemed by him or her to be appropriate.

Section 15. Undertaking to Provide Ongoing Disclosure. The District covenants to execute and deliver at the time of Closing of a series of Bonds a Continuing Disclosure Certificate consistent with the Rule. Each Designated Representative is hereby authorized to execute and deliver a Continuing Disclosure Certificate at the time of Closing of a series of Bonds with such terms and provisions as such Designated Representative shall deem appropriate and in the best interests of the District.

Section 16. General Authorization and Ratification. The Designated Representatives, the President of the Board, the Clerk of the Board and other appropriate officers of the District

are authorized to take any actions and to execute documents as in their judgment may be necessary or desirable in order to carry out the terms of, and complete the transactions contemplated by, this resolution. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified.

Section 17. Severability. If any provision in this resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution or of the Bonds.

Section 18. Effective Date. This resolution shall become effective immediately upon its adoption.

ADOPTED by the Board of Park Commissioners of Peninsula Metropolitan Park District, Pierce County, Washington, at a regular meeting thereof held this 16th day of March, 2021.

PENINSULA METROPOLITAN PARK  
DISTRICT, PIERCE COUNTY,  
WASHINGTON

\_\_\_\_\_  
President, Board of Park Commissioners

\_\_\_\_\_  
Clerk, Board of Park Commissioners

**EXHIBIT A**

**FORM OF BOND**

UNITED STATES OF AMERICA

NO. \_\_\_\_\_

\$ \_\_\_\_\_

STATE OF WASHINGTON  
PENINSULA METROPOLITAN PARK DISTRICT  
PIERCE COUNTY, WASHINGTON  
LIMITED TAX GENERAL OBLIGATION BOND, 2021[\_\_\_] [(TAXABLE)]

INTEREST RATE:     %                   MATURITY DATE:                   CUSIP NO.:

REGISTERED OWNER: CEDE & Co.

PRINCIPAL AMOUNT: \_\_\_\_\_ AND NO/100 DOLLARS

Peninsula Metropolitan Park District, Pierce County, Washington (the "District"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, the Principal Amount indicated above and to pay interest thereon from \_\_\_\_\_, 2021, or the most recent date to which interest has been paid or duly provided for, until payment of this bond at the Interest Rate set forth above, payable on December 1, 2021, and semiannually thereafter on the first days of each succeeding June and December. Both principal of and interest on this bond are payable in lawful money of the United States of America. The fiscal agent of the State of Washington has been appointed by the District as the authenticating agent, paying agent and registrar for the bonds of this issue (the "Bond Registrar"). For so long as the bonds of this issue are held in fully immobilized form, payments of principal and interest thereon shall be made as provided in accordance with the operational arrangements of The Depository Trust Company ("DTC") referred to in the Blanket Issuer Letter of Representations (the "Letter of Representations") from the District to DTC.

This bond is one of an authorized issue of bonds of like date, tenor and series, except as to number, amount, rate of interest, redemption provisions and date of maturity, in the aggregate principal amount of \$\_\_\_\_\_ and is issued pursuant to Resolution No. R2021-007 duly passed by the District's Board of Park Commissioners on March 16, 2021 (the "Bond Resolution") to provide funds to design, construct, equip, renovate, acquire and make other capital improvements to the facilities of the District and to pay costs of issuance for the bonds of this issue. Capitalized terms used in this bond have the meanings given such terms in the Bond Resolution.

This bond is subject to redemption prior to its stated date of maturity as provided in the Bond Resolution and Purchase Contract.

The District hereby irrevocably covenants and agrees with the owner of this bond that, unless the principal of and interest on this bond are paid from other sources, it will include in its annual budget and levy taxes annually, within and as a part of the tax levy permitted to the District without a vote of the electorate, upon all of the property subject to taxation in amounts

sufficient to pay the principal of and interest on this bond as the same shall become due. The full faith, credit and resources of the District are hereby irrevocably pledged for the annual levy and collection of such taxes and the prompt payment of such principal and interest.

The pledge of tax levies may be discharged prior to maturity of this bond and the bonds of this issue by making provision for the payment thereof on the terms and conditions set forth in the Bond Resolution.

[The bonds of this issue have been designated by the District as “qualified tax-exempt obligations” within the meaning of Section 265(b) of the Internal Revenue Code of 1986, as amended.]

Owners of this bond do not have a security interest in particular revenues or assets of the District. This bond is not a debt or indebtedness of the State of Washington or any political subdivision thereof other than the District.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed, and that the issuance of this bond and the bonds of this issue does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the District may incur.

IN WITNESS WHEREOF, Peninsula Metropolitan Park District, Pierce County, Washington, has caused this bond to be executed by the manual or facsimile signatures of the President and Clerk of its Board of Park Commissioners, as of this \_\_\_ day of \_\_\_\_\_, 2021.

PENINSULA METROPOLITAN PARK DISTRICT, PIERCE COUNTY, WASHINGTON

By \_\_\_\_\_/s/ manual or facsimile  
President, Board of Park Commissioners

ATTEST:

\_\_\_\_\_/s/ manual or facsimile  
Clerk

The Bond Registrar’s Certificate of Authentication on the Bonds shall be in substantially the following form:

CERTIFICATE OF AUTHENTICATION

DATE OF AUTHENTICATION: \_\_\_\_\_



This is one of the Limited Tax General Obligation Bonds, 2021[ ] [(Taxable)] of Peninsula Metropolitan Park District, Pierce County, Washington, dated \_\_\_\_\_, 2021, described in the Bond Resolution.

WASHINGTON STATE FISCAL AGENT, as  
Bond Registrar

By \_\_\_\_\_  
Authorized Signatory

CERTIFICATE

I, the undersigned, Clerk of the Board of Park Commissioners of the Peninsula Metropolitan Park District, Pierce County, Washington, (the "District") and keeper of the records of the Board of Park Commissioners (herein called the "Board"), DO HEREBY CERTIFY:

1. That the attached copy of Resolution No. R2021-007 (the "Resolution") is a full, true and correct copy of a resolution duly passed at a regular meeting of the Board on March 16, 2021, as that resolution appears in the minute book of the District; and the Resolution will be in full force and effect immediately after its passage and publication as provided by law; and

2. That said meeting was duly convened and held in all respects in accordance with law, including but not limited to Washington State Governor Inslee's emergency proclamation No. 20-28 issued on March 24, 2020, as amended and supplemented, temporarily suspending portions of the Open Public Meetings Act (chapter 42.30 RCW), and due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Board voted in the proper manner for the passage of said Resolution; that all other requirements and proceedings incident to the proper passage of said Resolution have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of March, 2021.

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Clerk, Board of Park Commissioners



**Peninsula Metropolitan Park District (PenMet Parks)**  
**Pierce County, Washington**  
**Limited Tax General Obligation Bonds, 2021**  
**Schedule of Events\*** *(As of March 15, 2021)*

**DIST:** Peninsula Metropolitan Park District (Commissioners meet: 1<sup>st</sup> & 3<sup>rd</sup> Tuesdays at 6:00 PM)  
**DAD:** Bond Underwriter (Jim Nelson of D.A. Davidson)  
**BC:** Bond Counsel (Deanna Gregory of Pacific Law Group LLP)

Date	Event	Participants
completed	District completes information update and sends to DAD	DIST
completed	Distribute 1 <sup>st</sup> draft of Bond Resolution for review and comments	BC
completed	Comments due on 1 <sup>st</sup> draft of Bond Resolution	ALL
completed	Distribute 1 <sup>st</sup> draft Preliminary Official Statement ("POS") for review/comments	BC
completed	Distribute 2 <sup>nd</sup> draft of Bond Resolution for review and comments	BC
completed	Comments due on 1 <sup>st</sup> draft of POS	ALL
completed	Comments due on 2 <sup>nd</sup> draft of Bond Resolution	ALL
completed	Send information to S&P Global Ratings (S&P) <i>(i.e., draft POS, draft Resolution, last 3 Audits, recent Budget, Financial Policy, etc.)</i>	DAD
completed	Send final version of Bond Resolution for the Commissioner packets	BC
<b>March 16</b>	<b>Approval of Bond Resolution at the Commissioners Meeting</b>	<b>DIST, BC, DAD</b>
March 16 or 17	Distribute draft Rating Presentation	DAD
in process	Distribute 2 <sup>nd</sup> draft of POS for review and comments	BC
March 19	Comments due on 2 <sup>nd</sup> draft of POS	ALL
<b>March 22</b>	<b>8:30 AM, Practice/Rehearsal conference call (90 min.)</b>	<b>DIST, DAD</b>
<b>March 22</b>	<b>10:30 AM, Due Diligence conf. call with District (45 min)</b>	<b>DIST, BC, DAD</b>
<b>March 24</b>	<b>8:30 AM, Rating conf. call with District &amp; S&amp;P (90 min.)</b>	<b>DIST, DAD</b>
March 25	Distribute POS to potential investors ("rating applied for")	DAD
April 2	Receive rating grade from S&P	DAD, DIST
<b>April 7</b>	<b>1:30 PM, Pre-pricing conference call to discuss market conditions, comparable bond sales, preliminary interest rates</b>	<b>DAD, DIST</b>
<b>April 8</b>	<b>Bond order period, set final interest rates, include IPREO, sign purchase contract</b>	<b>DAD, DIST, BC</b>
<b>April 22</b>	<b>Bond Closing and distribution of proceeds</b>	<b>ALL</b>

\*Preliminary and subject to change

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**Structure:**

*Fund net proceeds of \$16,000,000 for the Community Recreation Center project*

*Financed approximately 30 years*

*S&P Global Rating*

*Dated and Delivered April 22, 2021*

*First Interest Payment December 1, 2021*

*First Principal Payment December 1, 2023*

*Last Principal Payment December 1, 2050*

*Call Date December 1, 2030*

*Payment structure is a combination of a bank-qualified tax-exempt bond with a taxable bond*

**Parameters for the Bond Resolution:**

*Par amount will not exceed \$20,000,000*

*Purchase price is 95% to 145%*

*True Interest Cost percent will not exceed 4.50%*

*Coupon interest rate will not exceed 5.00%*

*Term of the financing will be 33 years or less*

*Designated representative is the Executive Director or the Finance Manager*

*Delegation Parameters would be in effect until December 1, 2021*

**30-Year Financing - Estimated Payments, assume rating of AA-**

**Option 1: Non Bank-Qualified  
Limited Tax General Obligation Bonds**

Receive Net Proceeds \$16,000,000

Date	Principal (1)	Interest (1)	Annual (1)
2021	0	337,382	<b>337,382</b>
2022	0	554,600	<b>554,600</b>
2023	280,000	554,600	<b>834,600</b>
2024	290,000	543,400	<b>833,400</b>
2025	300,000	531,800	<b>831,800</b>
2026	310,000	519,800	<b>829,800</b>
2027	325,000	507,400	<b>832,400</b>
2028	340,000	494,400	<b>834,400</b>
2029	350,000	480,800	<b>830,800</b>
2030	365,000	466,800	<b>831,800</b>
2031	380,000	452,200	<b>832,200</b>
2032	395,000	437,000	<b>832,000</b>
2033	410,000	421,200	<b>831,200</b>
2034	425,000	404,800	<b>829,800</b>
2035	445,000	387,800	<b>832,800</b>
2036	460,000	370,000	<b>830,000</b>
2037	480,000	351,600	<b>831,600</b>
2038	500,000	332,400	<b>832,400</b>
2039	520,000	312,400	<b>832,400</b>
2040	540,000	291,600	<b>831,600</b>
2041	560,000	270,000	<b>830,000</b>
2042	585,000	247,600	<b>832,600</b>
2043	610,000	224,200	<b>834,200</b>
2044	630,000	199,800	<b>829,800</b>
2045	660,000	174,600	<b>834,600</b>
2046	685,000	148,200	<b>833,200</b>
2047	710,000	120,800	<b>830,800</b>
2048	740,000	92,400	<b>832,400</b>
2049	770,000	62,800	<b>832,800</b>
2050	800,000	32,000	<b>832,000</b>
<b>Total:</b>	<b>13,865,000</b>	<b>10,324,382</b>	<b>24,189,382</b>

Est. All-In True Interest Cost % (1): **2.88%**

(1) Preliminary and subject to change.

**Option 2: Bank-Qualified + Taxable  
Limited Tax General Obligation Bonds**

Bank Qualified Portion (Series A)

Receive Net Proceeds \$9,911,800.01

Date	Principal (1)	Interest (1)	Annual (1)
2021	0	168,995	168,995
2022	0	277,800	277,800
2023	0	277,800	277,800
2024	0	277,800	277,800
2025	0	277,800	277,800
2026	0	277,800	277,800
2027	0	277,800	277,800
2028	0	277,800	277,800
2029	0	277,800	277,800
2030	0	277,800	277,800
2031	0	277,800	277,800
2032	0	277,800	277,800
2033	0	277,800	277,800
2034	0	277,800	277,800
2035	0	277,800	277,800
2036	155,000	277,800	432,800
2037	535,000	273,150	808,150
2038	550,000	257,100	807,100
2039	565,000	240,600	805,600
2040	580,000	223,650	803,650
2041	600,000	206,250	806,250
2042	620,000	188,250	808,250
2043	635,000	169,650	804,650
2044	655,000	150,600	805,600
2045	675,000	130,950	805,950
2046	695,000	110,700	805,700
2047	715,000	89,850	804,850
2048	740,000	68,400	808,400
2049	760,000	46,200	806,200
2050	780,000	23,400	803,400
<b>Total:</b>	<b>9,260,000</b>	<b>6,514,745</b>	<b>15,774,745</b>

2.59%

Taxable Portion (Series B)

Receive Net Proceeds \$6,088,199.99

Date	Principal (1)	Interest (1)	Annual (1)
2021	0	72,979	72,979
2022	0	119,965	119,965
2023	410,000	119,965	529,965
2024	410,000	118,051	528,051
2025	415,000	114,988	529,988
2026	420,000	110,132	530,132
2027	425,000	104,798	529,798
2028	430,000	98,079	528,079
2029	435,000	90,636	525,636
2030	445,000	82,166	527,166
2031	455,000	73,057	528,057
2032	465,000	61,013	526,013
2033	480,000	48,705	528,705
2034	490,000	35,999	525,999
2035	505,000	23,029	528,029
2036	365,000	9,662	374,662
2037	0	0	0
2038	0	0	0
2039	0	0	0
2040	0	0	0
2041	0	0	0
2042	0	0	0
2043	0	0	0
2044	0	0	0
2045	0	0	0
2046	0	0	0
2047	0	0	0
2048	0	0	0
2049	0	0	0
2050	0	0	0
<b>Total:</b>	<b>6,150,000</b>	<b>1,283,225</b>	<b>7,433,225</b>

2.35%

\$16,000,000

Combined

Annual (1)

<b>241,974</b>
<b>397,765</b>
<b>807,765</b>
<b>805,851</b>
<b>807,788</b>
<b>807,932</b>
<b>807,598</b>
<b>805,879</b>
<b>803,436</b>
<b>804,966</b>
<b>805,857</b>
<b>803,813</b>
<b>806,505</b>
<b>803,799</b>
<b>805,829</b>
<b>807,462</b>
<b>808,150</b>
<b>807,100</b>
<b>805,600</b>
<b>803,650</b>
<b>806,250</b>
<b>808,250</b>
<b>804,650</b>
<b>805,600</b>
<b>805,950</b>
<b>805,700</b>
<b>804,850</b>
<b>808,400</b>
<b>806,200</b>
<b>803,400</b>
<b>23,207,970</b>

2.54%

Estimated  
Annual Savings  
with Option 2 (1)

95,408
156,835
26,835
27,549
24,012
21,868
24,802
28,521
27,364
26,834
26,343
28,187
24,695
26,001
26,971
22,538
23,450
25,300
26,800
27,950
23,750
24,350
29,550
24,200
28,650
27,500
25,950
24,000
26,600
28,600
<b>981,412</b>

0.34%



# Peninsula Metropolitan Park District

PO Box 425 – Gig Harbor, WA 98335  
 253-858-3400 – info@penmetparks.org  
[www.penmetparks.org](http://www.penmetparks.org)

## DISTRICT COMMISSION MEMO

**To:** PenMet Parks Board of Park Commissioners

**From:** Mark Roberts, General Counsel

**Date:** March 16, 2021

**Subject:** **Project Management Services – Hale Pass Park**

### Background/Analysis

The Hale Pass building recently suffered water damage. In February 2021, PenMet Parks requested that Absher Construction provide project management services related to the initial stages of an insurance claim for that water damage. Since then, PenMet Parks has requested Absher Construction provide additional project management services, including managing a satisfactory resolution to the recent water damage claim and managing the proposed renovation that is currently in the design phase. Project management related to the water damage and the proposed renovation through permitting and bidding is expected to cost not more than \$22,697.00, inclusive of applicable WSST. Absher also provided a proposal for project management services during construction and closeout of the project and these services may be added to the contract through a future amendment.

If approved, the project manager will provide a comprehensive renovation project update, including a budget, cash flow, and schedule update, and a scope review, at the April 6 regular Board meeting.

### Recommendation

Staff requests that the Board approve Resolution R2021-008, authorizing the Interim Executive Director or Board President to sign the Personal Services Agreement with Absher Construction, in substantially the form attached, to provide project management services for the Hale Pass projects.

### Policy Implications/Support

The District has adopted goals including:

- **Developing and Maintaining High Quality Facilities:** To build and maintain high quality facilities consistent with community planning.
- **District Funds:** To maximize the use of tax revenues by using other resources such as grants, user fees, volunteers, and appropriate professional resources.

**Motion**

I move to approve Resolution R2021-008 authorizing the Interim Executive Director or Board President to sign the Personal Services Agreement with Absher Construction to provide project management services for the Hale Pass projects, in substantially the form attached as Exhibit "A".

Should you have any questions or comments, please contact Mark Roberts at [mark@rjh-legal.com](mailto:mark@rjh-legal.com) or Ally Bujacich at 253-579-6654 or via e-mail at [ally.bujacich@absherco.com](mailto:ally.bujacich@absherco.com).

# Peninsula Metropolitan Park District



## PERSONAL SERVICES AGREEMENT Project Manager – Hale Pass Park Project

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of March, 2021 by and between The PENINSULA METROPOLITAN PARK DISTRICT, a municipal corporation, hereinafter referred to as the "District", and ABSHER CONSTRUCTION COMPANY, Washington corporation, whose address is P.O. Box 280, Puyallup, WA 98371, hereinafter referred to as the "Consultant".

WITNESSETH:

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

WHEREAS, the District desires to meet more fully the needs of citizens residing within its district by repairing damage to the Hale Pass Park building due to flooding and the designing and constructing of new improvements within the Hales Pass Park and to the existing structure;

WHEREAS, the District desires the assistance of an experienced project manager to perform the work;

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 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 [www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp](http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp)

2. Scope of Services. The Consultant agrees to perform 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.

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 TWENTY-TWO THOUSAND SIX HUNDRED NINETY-SEVEN DOLLARS (\$22,697.00) which amount includes 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. To terminate pursuant to this subsection, the District must first provide seven (7) business days prior written notice to the Consultant and the Consultant must fail to cure such breach during that time.

(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.

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. To the fullest extent permitted by law and subject to the following conditions, the Consultant shall indemnify and hold harmless the District, its board members, officials employees, consultants, and the employees, successors and assigns of them, and their respective directors, officers, and employees ("Indemnified Parties") from and against all actions related to Consultant's negligent acts or errors, causes of action, liabilities, suits, judgments, liens, awards and damages, of any kind and nature whatsoever, for property damage, personal injury or death (including but not limited to, injury to or death of employees of the Consultant or any sub-consultant of the Consultant) and expenses, costs of litigation and attorneys' fees related thereto, or incident to establishing the right to indemnification, arising out of or in any way related to this Agreement, the performance thereof by the Consultant, its directors, officers, employees, agents, sub-consultants or subcontractors (collectively, "Indemnifying Entities"), including but not limited to the provision of services, personnel, facilities, equipment, support, supervision or review. The foregoing defense, indemnity and hold harmless obligations shall apply only to the extent of the negligence or wrongful conduct of Indemnifying Entities, shall not apply to the extent of the concurrent negligence or wrongful conduct of the Indemnified Parties, and shall not apply in the case of the sole negligence of the Indemnified Parties.

B. The Consultant shall indemnify and hold harmless the Indemnified Parties from and against all actions, causes of action, liabilities, claims, liens, suits, judgments, awards and damages, of any kind and nature whatsoever, and expenses and costs of litigation and attorneys' fees related thereto, or incident to establishing the right to indemnification, to the extent arising from and attributable to or in any way related to Indemnifying Entities' failure to perform any of their obligations under this Agreement.

C. The Consultant expressly waives any immunity under industrial insurance as to the District, its successors and assigns, whether arising from Title 51 of the Revised Code of Washington or any other statute or source, to the extent of the indemnity set forth in this Section 8. CONSULTANT AND THE DISTRICT EXPRESSLY AGREE THAT EACH HAS READ AND REVIEWED THIS SECTION, THAT THIS SECTION HAS BEEN THE SUBJECT OF NEGOTIATION BETWEEN THE PARTIES, AND THAT CONSULTANT AGREES TO BE BOUND BY THE TERMS THEREOF.

D. The Consultant shall require each of its consultants and sub-contractors to provide an indemnity, enforceable by and for the benefit of the Indemnified Parties, to the same extent required of the Consultant under this Section 8.

E. Consultant and the District agree that the indemnities set forth in this Section 8 shall survive and shall be enforceable beyond the termination or completion 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 \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate and a \$1,000,000 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. Except as otherwise provided herein, 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 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. Notices. Any and all notices affecting or relative to this Agreement shall be effective if in writing and delivered or mailed, postage and fees prepaid, or sent via electronic mail (e-mail) 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.

14. 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.

15. 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.

16. 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.

17. 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.

Signature Page and Exhibit A Follows

PENINSULA METROPOLITAN PARK DISTRICT, a municipal corporation

ABSHER CONSTRUCTION COMPANY, a Washington corporation

\_\_\_\_\_  
P.O. Box 425  
Gig Harbor, WA 98335  
Phone: 253.858.3408  
E-Mail: \_\_\_\_\_@penmetparks.org

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name, Printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Amanda Babich, Board President  
P.O. Box 425  
Gig Harbor, WA 98335  
Phone: 253.230.3631  
E-Mail: ababich@penmetparks.org

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Fed Tax No.: \_\_\_\_\_

L & I Acct. No.: \_\_\_\_\_

UBI No.: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Attorney For the Peninsula Metropolitan Park District

Copy 1: Consultant (Original)  
Copy 2: Contract Compliance (Original)

## **EXHIBIT A** **Scope of Services**

The Consultant shall provide project management services related to the Hales Pass Park located at 3507 Ray Nash Drive NW, Gig Harbor, WA 98335. The Consultant's responsibility will be to assist PenMet Parks in the resolution of the water damage and related insurance claim, assist with the design and permitting of new improvements for the renovation of the Park and building and bidding of the work.

Consultant's services will principally be provided through Ally Bujacich, who will serve as PenMet Parks' Project Manager and Consultant's primary point of contact. Ms. Bujacich shall report to and take direction from the PenMet Parks' Board President or designee.

Consultant's services will begin immediately and are expected to last through the permitting and bidding phases. The services will be provided on a time and materials basis to provide maximum flexibility and efficiency and presently assumes a baseline of 10 hours/week of work. However, the Consultant has the ability and resources to ramp up or down in response to the project's needs. The Consultant shall report its hours worked to the Board President or designee on a weekly or other agreed upon periodic basis. Consultant will advise PenMet Parks when Consultant has been paid 80% of the not to exceed dollar amount set forth in Paragraph 3(A) of this Agreement. If it appears that Consultant's continued services might reasonably cause the limit to be exceeded, then the parties shall negotiate an amendment to this Agreement reflecting a new compensation limit.

### **Hall Pass Services During All phases:**

1. Ensure smooth and accurate communication among project stakeholders.
2. Ensure PenMet Parks' expectations are clearly communicated, and that consultants and contractors providing services during each phase, and community talents and resources are leveraged to the maximum benefit of the project.
3. Assist with project-related communications with the public and/or guide the Board President and Executive Director in communication to promote stakeholder engagement.
4. Analyze information and make strategic recommendations in the best interest of the project and PenMet.
5. Prepare and deliver Board reports.
6. Attend Park Board meetings as directed.
7. Attend project team meetings as needed.
8. Review, update, and maintain the project budget (including construction and soft costs).
9. Develop a cash flow analysis.
10. Review, update, and maintain the project schedule.
11. Assist with managing current Owner consultants.
12. Assist with procuring and managing additional consultants as needed (for example: permitting, special testing and inspections, etc.).
13. Assist with procuring and managing additional contractors/vendors as needed (for example: well contractor, FF&E, etc.).
14. Review and approve project expenditures.
15. Develop and maintain the Owner project risk log.
16. Serve as PenMet's advocate, and perform project management duties not specifically listed elsewhere as required for project success.



**Hale Pass Services for Project Initiation phase** (in addition to the scope of work for “all phases” listed above):

1. Review and assess project scope, status, and work completed to date regarding the water loss (flood), proposed renovation, and new well. Recommend and begin implementing next steps.
2. Review and assess the existing site conditions.
3. Review the design completed to date for the proposed renovation.
4. Review the budget, schedule, and scope for the proposed renovation and new well.
5. Have initial conversations with PenMet consultants, contractor, and insurance adjuster to review status and next steps.

**Hale Pass Services for Water Loss phase** (in addition to the scope of work for “all phases” listed above):

1. Fully assess and document insurable damage related to the water damage.
2. Negotiate a settlement with the insurance adjuster on behalf of PenMet.
3. Consider and, if appropriate, recommend, whether any work should be completed in advance of the proposed renovation.

**Hale Pass Services for Preconstruction/Design phases** (in addition to the scope of work for “all phases” listed above):

1. Engage Board and project stakeholders with the proposed renovation to ensure the project scope is reflective of the desired project outcome.
2. Ensure the full project scope is addressed in the budget, cash flow analysis, schedule, design documents, procurement documents, and work plan.
3. Oversee permitting process (designer and/or PenMet permitting consultant will serve as liaison with authorities having jurisdiction).

**Hale Pass Services for Bidding phase** (in addition to the scope of work for “all phases” listed above):

1. Review procurement documents, participate in bidding process, review bids, and recommend entering into a construction agreement.

**Hourly Rates:**

The following is a rate schedule for Consultant’s key staff who would be provided along with their respective estimated time commitment for this project. As noted above, actual billed hours will depend on the project needs and scope of services requested by PenMet Parks.

<b>Name</b>	<b>Role</b>	<b>Hourly Rate</b>	<b>Est. Hrs/Wk</b>
James Christianson	Principal In Charge	\$185.00	0
Ally Bujacich	Project Manager	\$148.00	0
Ally Bujacich	Project Manager	\$148.00	10
Adam Buckley	Chief Estimator	\$150.00	
Clint Absher	Project Engineer Support	\$ 99.00	

Additional support staff may be added as dictated by the project and the rates for those staff will be submitted in advance for PenMet Parks' approval. Rates are effective through March 31, 2021 and are subject to a 3% annual increase, which is reflected in the contract amount.



## Proposed scope of work – Hale Pass

### All phases:

1. Ensure smooth and accurate communication among project stakeholders.
2. Ensure PenMet Parks' expectations are clearly communicated, and that consultants and contractors providing services during each phase, and community talents and resources are leveraged to the maximum benefit of the project.
3. Assist with project-related communications with the public and/or guide the Board President and Executive Director in communication to promote stakeholder engagement.
4. Analyze information and make strategic recommendations in the best interest of the project and PenMet.
5. Prepare and deliver Board reports.
6. Attend Park Board meetings as directed.
7. Attend project team meetings as needed.
8. Review, update, and maintain the project budget (including construction and soft costs).
9. Develop a cash flow analysis.
10. Review, update, and maintain the project schedule.
11. Assist with managing current Owner consultants.
12. Assist with procuring and managing additional consultants as needed (for example: permitting, special testing and inspections, etc.).
13. Assist with procuring and managing additional contractors/vendors as needed (for example: well contractor, FF&E, etc.).
14. Review and approve project expenditures.
15. Develop and maintain the Owner project risk log.
16. Serve as PenMet's advocate, and perform project management duties not specifically listed elsewhere as required for project success.

### Project initiation *(in addition to the scope of work for "all phases" listed above):*

1. Review and assess project scope, status, and work completed to date regarding the water loss (flood), proposed renovation, and new well. Recommend and begin implementing next steps.
2. Review and assess the existing site conditions.
3. Review the design completed to date for the proposed renovation.
4. Review the budget, schedule, and scope for the proposed renovation and new well.
5. Have initial conversations with PenMet consultants, contractor, and insurance adjuster to review status and next steps.

### Water loss *(in addition to the scope of work for "all phases" listed above):*

1. Fully assess and document insurable damage related to the water damage.
2. Negotiate a settlement with the insurance adjuster on behalf of PenMet.
3. Consider and, if appropriate, recommend, whether any work should be completed in advance of the proposed renovation.



**Preconstruction and design phase** *(in addition to the scope of work for “all phases” listed above):*

1. Engage Board and project stakeholders with the proposed renovation to ensure the project scope is reflective of the desired project outcome.
2. Ensure the full project scope is addressed in the budget, cash flow analysis, schedule, design documents, procurement documents, and work plan.
3. Oversee permitting process (designer and/or PenMet permitting consultant will serve as liaison with authorities having jurisdiction).

**Bidding phase** *(in addition to the scope of work for “all phases” listed above):*

1. Review procurement documents, participate in bidding process, review bids, and recommend entering into a construction agreement.

**Construction phase** *(in addition to the scope of work for “all phases” listed above):*

1. Engage in contract administration. Review requests for information, submittals, and other project correspondence to ensure compliance with PenMet requirements.
2. Assist with providing consistent hands-on construction field management in order to stay apprised of progress, review site conditions, and to proactively address field issues in conjunction with the project team.
3. Work with the project team to solve problems and reach resolutions that are in the best interest of the project and PenMet.
4. Assist with coordinating owner-furnished and/or owner-installed items with construction work as needed.
5. Review and recommend approval of contractor pay applications, change order requests, and cost allocations.
6. Participate in field quality control and punch lists.

**Closeout and move-in phase** *(in addition to the scope of work for “all phases” listed above):*

1. Assist with managing field closeout process. Actively manage the punch list, and coordinate and schedule and punch list work around occupants and/or other vendors as needed.
2. Assist with coordinating a final Owner walk through in conjunction with the project team.
3. Assist with managing Owner training sessions, operation and maintenance manuals, and warranty manuals to ensure a smooth transition from construction to PenMet operations.
4. Manage contractual closeout process. Review closeout documents and review and recommend approval of final invoice.
5. Ensure a smooth warranty process is in place.
6. Assist with managing Owner vendors and contractors, including logistics, scheduling, access, quality, and safety.
7. Ensure building is clean and operational prior to opening.
8. Assist with planning and managing occupant move-in.

**PenMet Hale Pass Renovation Project Management Fee Estimate**  
**3/8/2021**

			Project initiation	Water loss	Renovation - Preconstruction and design	Renovation - Bidding	Renovation - Construction	Renovation - Closeout and move- in
			Complete	4 weeks	8 weeks	4 weeks	16 weeks	4 weeks
Name	Role	Hourly rate	Estimated hours/week					
Ally Bujacich	Project Manager	\$ 148	38 hours	8 hour/week	8 hour/week	4 hour/week	8 hour/week	4 hour/week
<b>Phase total</b>			<b>\$ 5,624</b>	<b>\$ 4,878</b>	<b>\$ 9,756</b>	<b>\$ 2,439</b>	<b>\$ 19,512</b>	<b>\$ 2,439</b>

Base contract (10/8/20) - CRC	\$ 25,000	<i>Complete</i>
Amendment #1 (approved 12/15/20) - CRC	\$ 20,500	<i>Complete</i>
Amendment #2 (approved 1/19/21) - CRC Schematic design + permitting	\$ 47,236	<i>Complete</i>
<b>Amendment #3 (anticipated 3/16/21) - Hale Pass project initiation - bidding</b>	<b>\$ 22,697</b>	
Amendment #4 (anticipated 4/6/2021) - CRC Design development	\$ 36,987	<i>See separate proposal</i>
<b>Amendment #5 (anticipated June 2021) - Hale Pass construction - closeout</b>	<b>\$ 21,951</b>	
Amendment #6 (anticipated 6/22/21) - CRC Construction documents + procurement	\$ 68,366	<i>See separate proposal</i>
Amendment #7 (anticipated 9/7/21) - CRC Construction administration + Owner move-in + closeout	\$ 311,879	<i>See separate proposal</i>
<b>Total contract amount</b>	<b>\$ 554,617</b>	

\*Rates are subject to a 3% annual increase in March 2021, which is reflected in the estimated amounts



# Peninsula Metropolitan Park District

## RESOLUTION NO. R2021-008

### **AUTHORIZING THE PERSONAL SERVICES AGREEMENT WITH ABSHER CONSTRUCTION FOR PROJECT MANAGEMENT SERVICES FOR HALE PASS**

WHEREAS, RCW 35.61 authorizes and establishes the powers of a metropolitan park district including delivery of parks and recreation services;

WHEREAS, PenMet Parks requires an experienced project manager to assist with an insurance claim related to water damage to the Hale Pass Park building and with the designing and permitting work for the renovation of the Hales Pass Park and to the existing structure;

WHEREAS, Absher Construction Company (Absher) has provided a scope of work and an estimated cost for project management services; and

WHEREAS, staff negotiated with Absher to develop the attached Personal Services Agreement in the maximum amount of TWENTY-TWO THOUSAND SIX HUNDRED NINETY-SEVEN DOLLARS (\$22,697.00);

NOW THEREFORE BE IT

RESOLVED, by the Board of Park Commissioners that the Interim Executive Director or the Board President is authorized to sign the Personal Services Agreement with Absher to provide project management services to PenMet Parks for the Hale Park Projects in an amount not to exceed TWENTY-TWO THOUSAND SIX HUNDRED NINETY-SEVEN DOLLARS (\$22,697.00), which amount includes Washington State sales tax, in substantially the form attached as Exhibit "A".

The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on March 16, 2021.

\_\_\_\_\_  
President

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Attest