



Peninsula Metropolitan Park District

PO Box 425 – Gig Harbor, WA 98335
253-858-3400 – info@penmetparks.org
www.penmetparks.org

REGULAR MEETING AGENDA

March 19, 2024, 6:00 PM

Community Recreation Center Administration Building – 2416 14th Ave NW, Gig Harbor, WA 98335

Call to Order

Commissioner Roll Call:

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

ITEM 1 President's Report

ITEM 2 Executive Director's Report

ITEM 3 Special Presentations

- 3a. [Collaborative Division Report](#)
- 3b. [January 2024 Financial Report](#)

ITEM 4 Board Committee Reports

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

ITEM 5 Public Comments:

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

ITEM 6 Minutes

- 6a. [Approval of the February 20, 2024 Study Session Minutes](#)
- 6b. [Approval of the February 20, 2024 Regular Meeting Minutes](#)



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ITEM 7 Consent Agenda

- 7a. [Resolution C2024-007 Authorizing a Letter of Support to the Key Pen Parks Board of Commissioners for the 360 Trails Trust Land Transfer Project Application](#)

ITEM 8 Unfinished Business

- 8a. [Resolution RR2024-003 Amending the 2024 Capital Budget to Increase the Budget Appropriation for the Sehmel Homestead Park Playground Resurface Project and the New Operations Vehicle](#)
- 8b. [Resolution RR2024-004 Accepting the Master Plan for the Tacoma DeMolay Sandspit and Advancing Phase I to Final Design](#)

ITEM 9 New Business

- 9.1 [Purchasing Resolutions Requiring One Reading for Adoption:](#)
- [9.1a Resolution P2024-001 Authorizing the Executive Director to Purchase Park Maintenance Equipment](#)
- [9.1b Resolution P2024-004 Authorizing the Executive Director to Sign the Washington Water Agreement](#)
- [9.1c Resolution P2024-005 Authorizing the Executive Director to Execute the Contract with Buell Recreation for Sehmel Homestead Park Playground Resurfacing](#)
- 9.2 [Single Reading Resolutions Requiring One Reading for Adoption:](#)
- [Resolution R2024-007 Granting the Request for Easement at Sunrise Beach Park](#)
- 9.3 Two Reading Resolutions Requiring Two Readings for Adoption

ITEM 10 Comments by Board

ITEM 11 Next Board Meetings

April 2, 2024 Study Session at 5:00 pm and Regular Meeting at 6:00 pm at the Community Recreation Center Administration Building – 2416 14th Ave NW, Gig Harbor, WA 98335

ITEM 12 Adjournment

BOARD OF PARK COMMISSIONERS MEETING PROCEDURES

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Quarterly Division Updates

March 19, 2024



CRC
HARD HAT
TOUR
MARCH 5, 2024

AGENDA

Updates from:

- Development
- Finance and IT
- Administrative Services
- Park Services and Maintenance
- Recreation
- Looking Forward from the Executive Office



Development

CRC Capital Campaign Q1 Momentum

CRC is now over 95% funded. Currently raising last 1.3M of \$4M goal of first public/private capital campaign effort for PenMet Parks

Policy

Amended Park Naming Policy P10-102 was approved by PenMet Parks Board of Commissioners on March 5, 2024.

Naming Opportunities

Current pending naming requests for CRC. Recommendations will be brought to the Park Board for approval.

Grants

Largest private foundation gift received to date early Q1.

Q1 Sponsorships & Partnerships

2024 Sponsorship Guide has been published

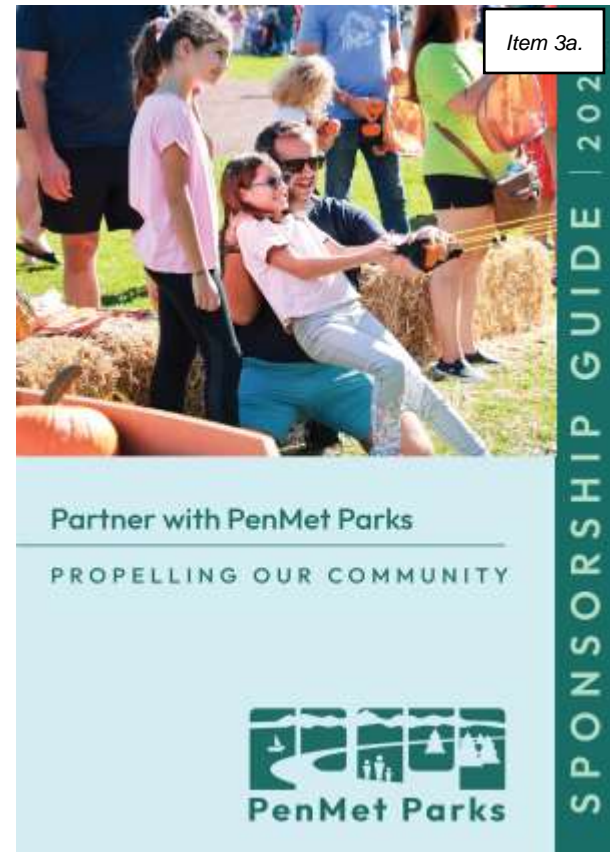
\$24,000 in sponsorships have been billed to date.

\$35,000 value of volunteer hours have been committed to date.

Total value of sponsorships and partnerships is \$59,000 and growing.

Partnership formed with Peninsula Art League

PAL joins PenMet as a Community Partner and Philanthropic Partner, moving PenMet Parks closer to the advancing the goal to integrate art in parks.



Item 3a.



Finance and IT

Legislative Funds



2023 Commissioner Discretionary Funds

COMMISSIONER	NIXON	BABICH	HILL	KINGSBURY	GRIMMER	TOTAL
Budget Per Commissioner	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 25,000
DESCRIPTION/AMOUNT						
Concert on the Big Screen Event Support	-	-	-	-	849	849
Senior Movie Sponsorship (#1)	-	-	600	-	-	600
Senior Movie Sponsorship (#2)	-	-	1,800	-	-	1,800
Chelsea Paige Foundation	1,000	2,000	1,000	1,000	-	5,000
Night to Shine Volunteer T-Shirts	1,000	1,000	-	-	-	2,000
Honored Guests Gift Bags	600	600	-	-	-	1,200
Portable Pickleball System	-	-	-	2,399	-	2,399
TOTAL	\$ 2,600	\$ 3,600	\$ 3,400	\$ 3,399	\$ 849	\$ 13,848
BUDGET REMAINING	\$ 2,400	\$ 1,400	\$ 1,600	\$ 1,601	\$ 4,151	\$ 11,152

Legislative Funds



2024 Commissioner Discretionary Funds

COMMISSIONER	NIXON	SEHMEL	HILL	KINGSBURY	GRIMMER	TOTAL
Budget Per Commissioner	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 25,000

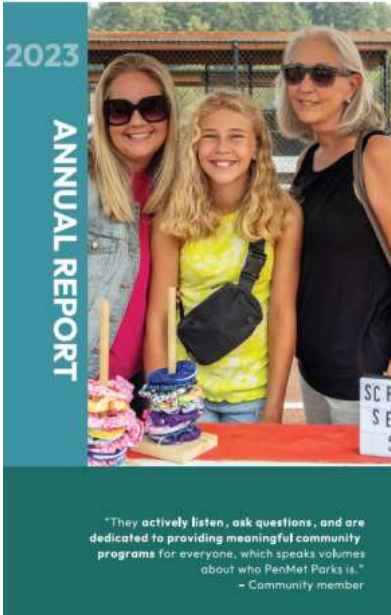
*Developing an automated workflow to support this process is in progress.



Administrative Services

Human Resources

- All Staff Training
 - Active shooter training by Pierce County Sheriff’s Department
 - Disaster preparedness by Pierce County Emergency Management
- Assessing PenMet Parks employee culture survey in progress.
- Request for Proposal for 2024 compensation study will be issued in March.



Marketing

- Annual Report published in February.
- Spring-Summer Recreation Guide published in February.
- Summer Camp Guide published in March.

Facilities

Expanded staff and schedules at Sehmel Homestead Park to:

- Answer questions
- Recover lost and found items
- Tend to minor bumps and scrapes
- Ensure smooth operations

Customer Service

Exploring customer service software for expedited response times.





Park Services

Updates

Phases I and II of the Facility Condition Assessment underway:

- Progress to date
- Remaining work

Operations and Maintenance Plan underway:

- PROS Plan
 - Standard of Care
 - Maintenance Standards
- Strategic objectives underway:
 - Theme Three: Operational Excellence



McCormick Forrest Park
 10301 Bujacich Road NW
 Gig Harbor WA, 98335

PREPARED BY:
 Bureau Veritas
 6021 University Boulevard, Suite 200
 Elkton City, Maryland 21043
 800.733.0060
www.us.bureauveritas.com

BV CONTACT:
 Travis White
 Program Manager
 800.733.0060 x7296298
Travis.White@bureauveritas.com

BV PROJECT #:
 16652023F000001354

DATE OF REPORT:
 January 31, 2024

ON SITE DATE:
 December 15, 2023



Capital Projects

In progress:

- Community Recreation Center
- Tacoma DeMolay Sandspit Nature Preserve
- Rosedale Hall Renovation

Upcoming:

- Peninsula Gardens Master Plan
- Signage Master Plan
- Pavement Maintenance
- Fox Island Pier Access Improvements
- Sehmel Bus Shelter
- McCormick Park Multi-Use Trails Design
- Gate Replacement





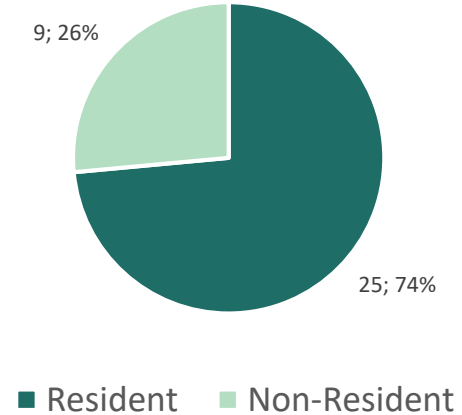
Recreation

Financial Assistance



Type	# of Recipients	Funds Used	Balance Remaining
Standard 75%	24	\$2,652	\$37,345
Hardship 100%	10	\$1,298	\$8,702
Total	34	\$3,950	\$46,047

Resident vs Non-Resident Recipients



Expanded Spring and Summer Programs



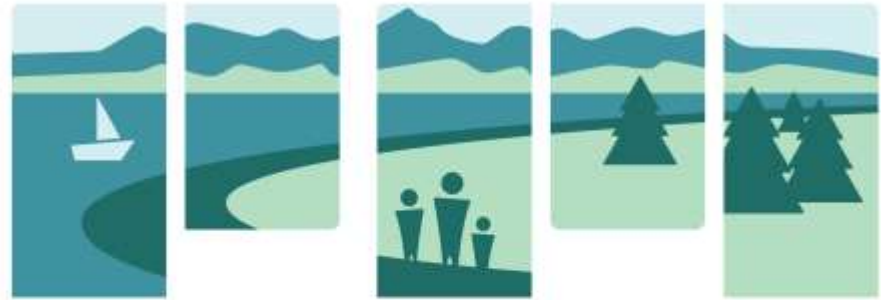
Youth, Teens, & Family	Specialized Recreation	Adults	Seniors
Spring Flag Football	Move to Music	Belly Dancing	Ukulele
Family Trivia Night	Virtual Hangout (3x/week)	Yoga Fundamentals	Write Your Memoirs
Youth Art Club	Harbor Friendship Club	Self Defense	Intermediate Watercolor
Little Artists	Traveling Trails	Intro to Fly Fishing	Line Dancing
Tots & Trails	Saturday Morning Meet-up (Fitness)	Financial Foundations Workshops	Stitch & Chat 4th Friday
Teen Flashlight Egg Hunt	Lunch & A Movie	Dungeons & Dragons	American Mahjongg

Expanded Summer Camps



Specialty		Sports	Teen & Pre-Teen
Camp Half-blood (Percy Jackson Themed)	Music Extravaganza Peninsula Youth Orch.	Pickleball	Leadership
Crafty Creations	Fish, Forge, & Fire Coyle Outside	Go For Gold!	Dungeons & Dragons
Watercolor	Lanes, Laser, & Levels Ocean5	All-Star Games	Zorb Soccer
Eco Explorers	Extended Care	Basketball	Art Exploration

20th Anniversary



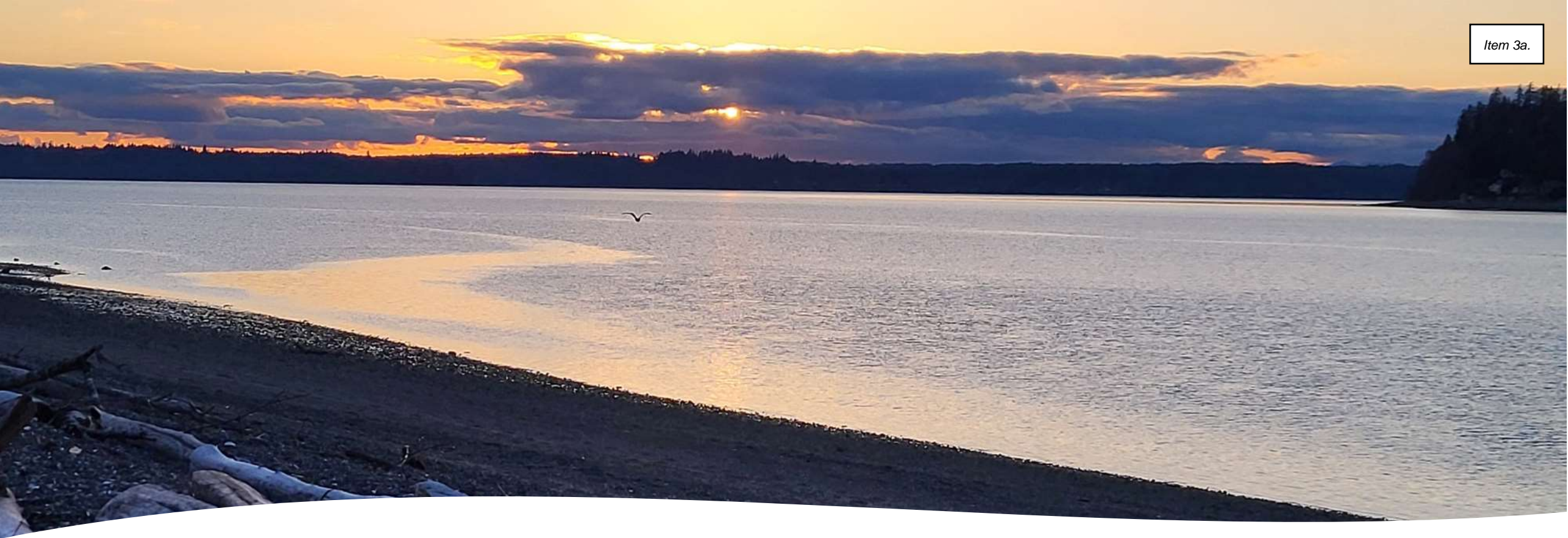
PenMet Parks
Deeply Rooted. Boldly Growing.



20th Anniversary Summer Celebrations



DATE	EVENT	LOCATION
May 4	Parks Appreciation Day 11:30 PM Tree Planting Ceremony	Various park locations Sehmel Homestead Park
June 1	Maritime Gig Parade & Festival	Downtown Gig Harbor
July 10	Summer Concert in the Park 6:30 PM – The Shy Boys	Sehmel Homestead Park Amphitheater
July 20 & 21	Peninsula Art League Summer Art Festival	Sehmel Homestead Park
August 2	Movies in the Park – Flashback to 2004! 5 PM – The Incredibles 7 PM – National Treasure	Sehmel Homestead Park Amphitheater



Executive Office





Thank You!



Financial Review – January 2024

Board of Park Commissioners Meeting
March 19, 2024

General Fund Revenue: Budget-vs-Actual

General Fund Revenue	2024 Budget	2024 YTD Actual
Real and Personal Property Tax	8,524,917	21,183
Sales Tax	540,000	-
Private Harvest Tax	2,000	-
Leasehold Excise Tax	5,000	-
REET Funds	143,000	-
Facility Rental Fees	-	-
Investment Interest	380,000	78,754
Deposits Received	-	1,770
Other General Fund Revenue	5,000	-
Sale of Machinery & Equipment	10,000	-
Total General Fund Revenue	9,609,917	101,707

- Facility Rental Fees are no longer in the General Fund, they're in the new Facility Enterprise Fund (slides to follow).
- Interest rates remain high (5.41%).

General Fund

Expenses: Budget-vs-Actual

- The Executive Division was high in January due to the timing of some legal expenses.

General Fund Operating Expenses By Division	2024 Budget	2024 YTD Actual
Legislative	183,095	8,877
Executive	593,561	95,267
Finance & IT	1,357,515	58,089
Administrative Services	688,925	33,184
Recreation Services	297,553	12,386
Maintenance & Operations	1,943,414	79,574
Park Services	830,162	40,793
Total General Fund Expenses	5,894,225	328,171

Recreation Revolving Fund

Revenues by Program Type

Recreation Revolving Fund Revenue	2024 Budget	2024 YTD Actual
Donations	2,500	-
Sponsorship	50,000	-
Program Fees - Sports & Fitness	559,701	9,979
Program Fees - Adaptive Rec	30,027	1,345
Program Fees - Camps	275,226	1,203
Program Fees - Youth Programs	48,721	2,802
Program Fees - Adult Programs	14,872	1,312
Program Fees - Senior Programs	48,759	4,190
Event Fees	20,020	-
Total Recreation Revolving Fund Revenue	1,049,826	20,831

- January Program Fees for Senior Programs was 9% of the total budgeted.

Recreation Revolving Fund

Expenses by Program Type

Recreation Revolving Fund Expenses	2024 Budget	2024 YTD Actual
Software for Rec Program	10,536	8,500
Uniforms	1,750	-
Sports & Fitness	484,344	6,945
Adaptive Recreation	98,037	1,742
Camps	311,567	4,815
Youth Programs	80,705	440
Adult Programs	17,113	-
Senior Programs	99,691	1,893
Special Events	118,535	3,008
General Recreation Expenses	201,730	35,039
Transfer Out - Scholarship Fund	50,000	-
Total Recreation Revolving Fund Expenses	1,474,008	62,382

- Epact software for the Rec Program is billed annually, in January.

Facility Enterprise Fund Revenue: Budget-vs-Actual

Facility Enterprise Fund Revenue	2024 Budget	2024 YTD Actual
Facility Rental Fees- CRC Admin	11,550	-
Facility Rental Fees- CRC Phase II	33,300	-
Park & Field Rental Fees	165,350	3,640
Facility Rental Fees	97,500	3,035
Facility Membership Fees	17,975	(75)
Long Term Golf Course Lease	72,000	10,490
Housing Rentals/Leases	43,463	3,622
Concession Lease Facilities	1,000	-
Total Facility Enterprise Fund Revenue	442,138	20,712

- Facility Rental Fees are no longer in the General Fund, they're in the new Facility Enterprise Fund.



Facility Enterprise Fund Expenses: Budget-vs-Actual

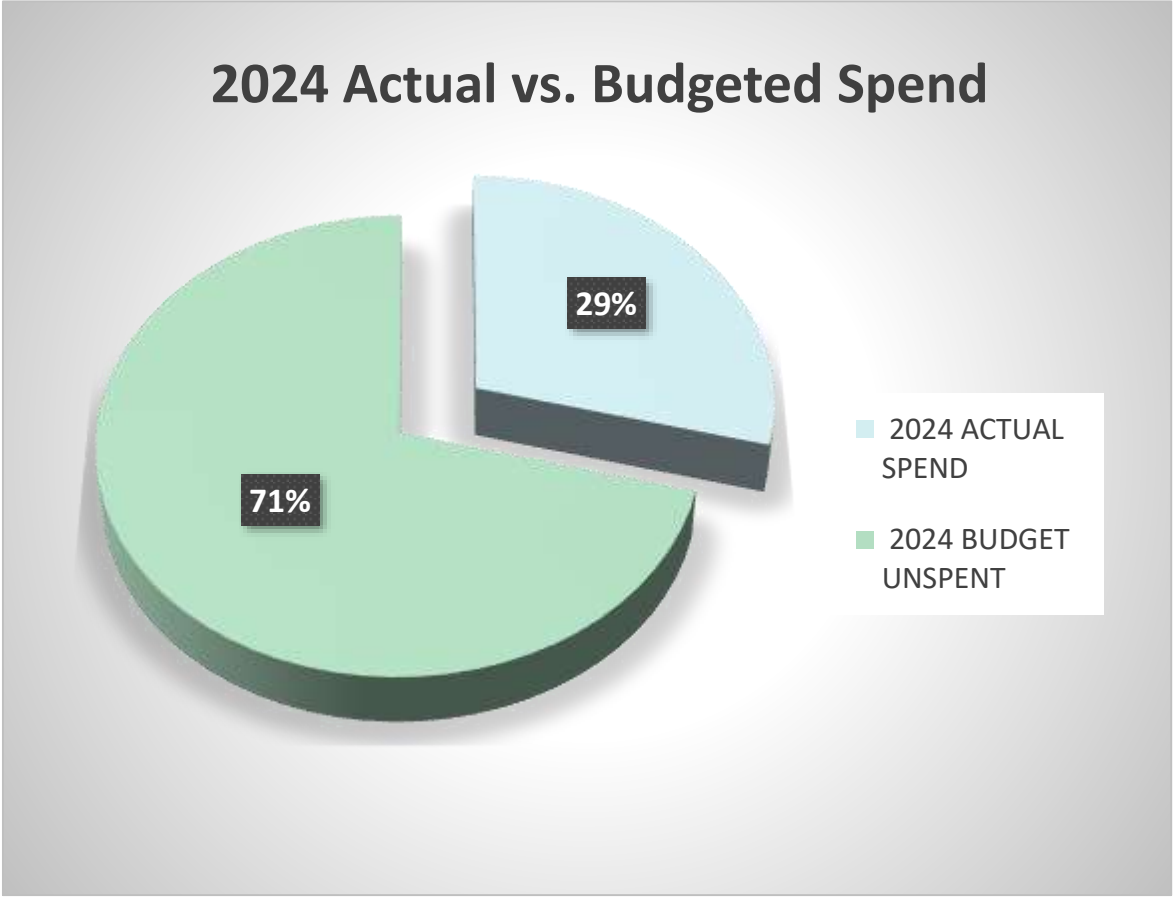
- Wages & benefits are low due to open positions.

Facility Enterprise Fund Expenses	2024 Budget	2024 YTD Actual
Wages & Benefits	266,913	3,079
Operating Supplies - Facility Rentals	10,000	-
Minor Equipment - Facility Rentals	10,000	-
Sales Tax - Facility Rentals	24,924	119
ActiveNet Fees on Rentals	11,293	479
Total Facility Enterprise Fund Expenses	323,130	3,677

Capital Project Fund

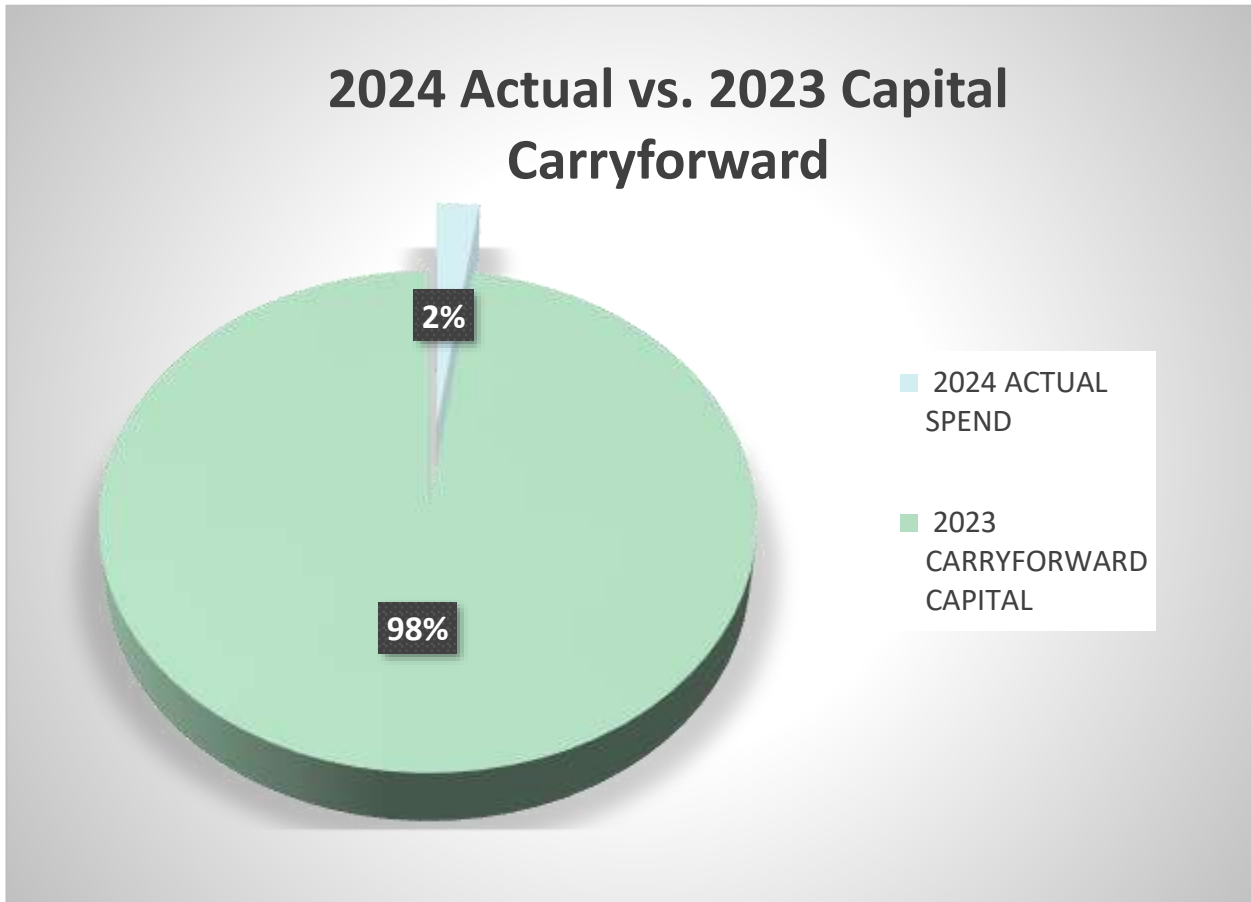
PROJECT	2024 YTD EXPENDITURES
CRC – Planning & Construction	\$552,872
Rosedale Hall Renovations	\$118,621
District – Key & Access Control Plan	\$382
District – Signage & Wayfinding Master Plan Design	\$4,411
DeMolay Sandspit Master Plan	\$13,365
District – Capital Campaign Initiatives	\$6,638
TOTAL	\$696,289

- 2024 Capital Budget is ~\$2.4MM.



Capital Project Fund

Carryforward



- Almost \$31MM carryforward in the Capital Fund.

Questions?



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STUDY SESSION MINUTES

March 05, 2024, 5:00 PM

Community Recreation Center Administration Building – 2416 14th Ave NW, Gig Harbor, WA 98335

Call to Order Time: 5:03 PM

Commissioner Roll Call:

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

Quorum: Yes

ITEM 1 Board Discussion

1a. Community Recreation Center Phase II Hard Hat Tour

Commissioner tour discussion on the progress of Phase II of the CRC. Cushman Trail extension viewing.

ITEM 2 Adjournment Time: 5:54 PM

BOARD OF PARK COMMISSIONERS MEETING PROCEDURES

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Approved By the Board on _____

Maryellen (Missy) Hill, Board President

Laurel Kingsbury, Board Clerk

Attest: Ally Bujacich

Submitted by: Robyn Readwin, Board Secretary



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REGULAR MEETING MINUTES

March 05, 2024, 6:00 PM

Community Recreation Center Administration Building – 2416 14th Ave NW, Gig Harbor, WA 98335

Call to Order Time: 6:00 PM

Commissioner Roll Call:

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

Quorum: Yes

ITEM 1 President's Report

Exceptional walk, best study session of the past 8 years. Part of a vision, acquisition, and now in action and developed. It is a wonderful gift to our community.

ITEM 2 Executive Director's Report

- Emily Murphy started as Executive Office Assistant on 2/27/24.
- Andrew Paris was promoted to Facilities Maintenance Specialist 3/1/24.
- Pierce County final Council hearing for codes, including Park Impact Fees, is 3/12/24 at 3:00 PM.
- Summer Camp Fair is on 3/9/24.
- A special edition Summer Camp and Events Recreation guide will be distributed the 3rd week of March with registration opening 4/3/24.
- Youth flag football registration opens on 3/13/24.
- Spring Egg Hunt 3/30/24 at Sehmel Homestead Park.
- Teen Egg Hunt 3/29/24 from 7-9 PM with \$1 donation.
- Parks Appreciation Day is 5/4/2024 in Partnership with City of Gig Harbor.
- New Sponsorship Guide Overview
 - New badge for sponsor websites
 - New sponsorship options include Jersey sponsors, Annual 3x5 banner at Sehmel Park, and program sponsorship – Info can be found in the “Get Involved Section” of our website.



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- Current 2024 Sponsors
- Premier - Paige Schulte, Neighborhood Experts Real Estate
- Platinum Level - Ocean5, Kiwanis, Peninsula Art League
- Gold – Harbor WildWatch, Peninsula Light Co.
- Silver- Sign Gypsies

Board Question: Where will 3x5 banner go? **Staff Answer:** Discussed location, depending on popularity we will assess best spot. **Board Comment:** Great material, thank you. **Board Question:** Is registration required for Teen Flashlight Egg Hunt? **Staff Answer:** Yes, available on website.

ITEM 3 Special Presentations

3a. 2024 Legislative Session Update

PowerPoint Presentation by Tony Sermonti

Board Questions: Verify 1st slide numbers. **Answer:** I sent slides earlier today; since then, the legislature approved additional measures and could tack on 22-30 more. **Board Comment:** I appreciate the presentation, look forward to good things happening.

3b. Partnership Update

PowerPoint Presentation by Director of Administrative Services Zemorah Murray

Board Questions: Is the swim voucher count 1 per family each quarter or 4 vouchers? **Staff Answer:** It is total vouchers requested. **Board Questions:** Do we get any feedback from the YMCA on the impact? **Staff Answer:** No we have not heard of an impact and we have improved communication and tracking in activnet. **Board Comment:** Harbor WildWatch, just opened Marine Life Center – it is lovely to learn more about Marine Life Center and anything else we can do together. Continue that relationship with everyone.

ITEM 4 Board Committee Reports

4a. **Park Services Committee** – Has not met since last meeting.

4b. Finance Committee

- Reviewed 2023 Year End Capital Fund/Transfer from General Fund
 - \$792K excess in the General Fund over the reserve amount at year-end, that amount transferred to the Capital Fund.
- Fees for Public Records Request Discussion/Implementation
 - Fees will follow RCW 42.56.120
 - Use of Stripe for credit card processing



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- 2025 Finance & IT Goals & Capital Requests
 - Finance: New/upgrade to payroll/HR software & financial software, RFP for treasury banking services – move away from County Treasurer?
 - IT: Replace PMPD – VM Host, Watchguard firewall replacements, upgrade Microsoft G3 licensing to G5, replace access points at Arletta & internship opportunity for IT Department
- 4c. **Administrative Services Committee** – Has not met since last meeting
- 4d. **Recreation Services Committee**
 - 20th Anniversary Celebration Finalized Logo & Tagline
 - Mural Project – projected cost is \$10-15K, the established budget will not support this project in 2024 without sponsorship support.
 - Communication & Marketing will be developing display material (booths), website and social content.
 - **Resident & Non-Resident Registration** Resident & Non-Resident Verification – cleaned up ActiveNet database in advance of baseball registration. Conducted address verification for any new accounts with in-District addresses or address changes to an in-District address. ▪ Youth Baseball registration – current enrollment is 297 (R: 226, 76%, NR: 71, 24%), registration closed on 3/1. Participation in 2023 was 276.
- 4e. **Campaign Committee** – Has not met since last meeting
- 4f. **External Committees** – None

ITEM 5 **Public Comments: None**

ITEM 6 **Minutes**

- 6a. **Approval of the February 20, 2024 Study Session Minutes**
- 6b. **Approval of the February 20, 2024 Regular Meeting Minutes**

Commissioner moved to adopt the minutes as presented;
 Commissioner seconded;

Roll call vote. Approved unanimously. Motion carried.



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ITEM 7 Consent Agenda

- 7a. **Resolution C2024-003: Approving February Vouchers**
- 7b. **Resolution C2024-004 Ratifying the Amended Resolution C2023-003 Accepting the Contract for Construction Services Project No. 2022 Demolition Projects 2022-4, 5, 6, and 7 as Complete**
- 7c. **Resolution C2024-005 Authorizing the Executive Director to Sign the Landowner Acknowledgement for the Pierce Conservation District's DeMolay RCO Grant Application**

Commissioner moved to adopt the consent agenda as presented;
 Commissioner seconded;

Roll call vote. Approved unanimously. Motion carried

ITEM 8 Unfinished Business

- 8a. **Resolution RR2024-001 Adopting the Amended Policy P10-102: Park Naming Policy (Second Reading)**

This Item was moved and seconded on February 20, 2024. There is a motion on the table.

No further staff presentation by Director of Development Tracy Stirrett.

Board discussion: None

Roll call vote. Approved unanimously. Motion carried

- 8b. **Resolution RR2024-002 Adopting Amended Policy P30-101: Human Resource Policy (Second Reading)**

This Item was moved and seconded on February 20, 2024. There is a motion on the table.

No further staff presentation by Director of Administrative Services Zemorah Murray.

Board discussion: None

Roll call vote. Approved unanimously. Motion carried

ITEM 9 New Business

- 9.1 **Purchasing Resolutions Requiring One Reading for Adoption: None**



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9.2 Single Reading Resolutions Requiring One Reading for Adoption:

9.2a Resolution R2024-005 Authorizing the Executive Director to Sign an Interagency Data Sharing Agreement Between the Office of the Washington State Auditor and Peninsula Metropolitan Park District

Commissioner moved; Commissioner seconded.

Memo overview by Director of Finance Jessica Wigle

Board Question: Does approval of this agreement coincide with our audit cycle? **Staff Answer:** It will go into effect in May, and our spring next year is when audit cycle starts. It is a three year agreement.

Roll call vote. Approved unanimously. Motion carried

9.2b Resolution R2024-006 Adopting the Facilities Use Fee Chart

Commissioner moved; Commissioner seconded.

Memo overview by Director of Administrative Services Zemorah Murray.

Board discussion: None

Roll call vote. Approved unanimously. Motion carried

9.3 Two Reading Resolutions Requiring Two Readings for Adoption:

9.3a Resolution RR2024-003 Amending the 2024 Capital Budget to Increase the Budget Appropriation for the Sehmel Homestead Park Playground Resurface Project and the New Operations Vehicle

Commissioner moved; commissioner seconded.

Memo overview by Director of Finance Jessica Wigle

Board discussion: None

Second Reading will be at the March 19, 2024 Regular Meeting.

9.3b Resolution RR2024-004 Accepting the Master Plan for the Tacoma DeMolay Sandspit and Advancing Phase I to Final Design

Commissioner moved; Commissioner seconded.

Memo overview by Director of Parks Services Sue O'Neill



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Board comment: Thank you for the presentation. I appreciate that we are including an ADA accessible path; not only required but very important. Expanding our accessibility to the beach and the property. Improving the property so the community can access it in a more accessible manner. I appreciate the thoughtfulness that has been put into this master plan; it is honoring, restoring and improving this property.

Second Reading will be at the March 19, 2024 Regular Meeting.

ITEM 10 Comments by Board: Thank you to community members and constituents who attend these meetings. New set up, this new set up make this work, guest will be able to see monitors.

ITEM 11 Next Board Meetings
March 19, 2024 Study Session at 5:00 pm and Regular Meeting at 6:00 pm at the Community Recreation Center Administration Building – 2416 14th Ave NW, Gig Harbor, WA 98335

ITEM 12 Adjournment Time: 7:07 PM

BOARD OF PARK COMMISSIONERS MEETING PROCEDURES

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Approved By the Board on _____

Maryellen (Missy) Hill, Board President

Laurel Kingsbury, Board Clerk

Attest: Ally Bujacich

Submitted by: Robyn Readwin, Board Secretary



DISTRICT COMMISSION MEMO

To: Board of Park Commissioners

Through: Ally Bujacich, Executive Director

From: Sue O'Neill, Director of Park Services

Date: March 19, 2024

Subject: **Resolution C2024-007 Authorizing a Letter of Support to the Key Pen Parks Board of Commissioners for the 360 Trails Trust Land Transfer Project Application**

Background/Analysis

Key Pen Parks applied for a trust land transfer from Department of Natural Resources (DNR) to Key Pen Parks for the Bring 360 Trails Home – Trust Land Transfer Project in September 2023. Key Pen Parks is seeking letters of support for the project application by March 31, 2024.

Key Pen Parks leases 360 Trails from the DNR through 2059. The lease is not ending, but a trust land transfer to Key Pen Parks will ensure outdoor recreational opportunities without the impacts of timber harvesting. Key Pen Parks has full responsibility for 360 Trails for recreational purposes, along with responsibilities to manage forest health; however, because Key Pen Parks does not own the land, DNR is able to facilitate timber harvests. Trust land is designated by the state of Washington and its purpose is to generate revenue for schools and other public agencies. Key Pen Parks completed a survey to collect community input on the project and received over 430 responses and with about 93% support for the transfer of 360 Trails to Key Pen Parks' ownership.

Policy Implications/Support

1. The Key Pen Parks Bring 360 Trails Home – Trust Land Transfer Project is supported by the following PenMet Parks goals and objectives:
 - a. Strategically identify key partners to augment the District's ability to offer services.
 - b. Work closely with local, state, and federal agencies to build mutual awareness and promote cooperation to address potential opportunities, issues, legislation, and funding that may affect the community.



Staff Recommendation

Staff recommends the Board approve Resolution C2024-007 authorizing a Letter of Support to the Key Pen Parks Board of Commissioners for the 360 Trails Trust Land Transfer Project application.

Staff Contact

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

Attachments

Exhibit A: Resolution C2024-007



Peninsula Metropolitan Park District

RESOLUTION NO. C2024-007

AUTHORIZING A LETTER OF SUPPORT TO THE KEY PEN PARKS BOARD OF COMMISSIONERS FOR THE 360 TRAILS TRUST LAND TRANSFER PROJECT APPLICATION

WHEREAS, Key Pen Parks applied for a trust land transfer from the Department of Natural Resources to Key Pen Parks for the Bring 360 Trails Home – Trust Land Transfer Project in September 2023; and

WHEREAS, Key Pen Parks leases 360 Trails from the Department of Natural Resources through 2059; and

WHEREAS, a trust land transfer to Key Pen Parks will ensure outdoor recreational opportunities without the impacts of timber harvesting; and

WHEREAS, the Key Pen Parks Board of Commissioners are seeking letters of support for the Bring 360 Trails Home – Trust Land Transfer Project application by March 31, 2024; and

WHEREAS, the Key Pen Parks Bring 360 Trails Home – Trust Land Transfer Project is supported by PenMet Parks goals and objectives to strategically identify key partners to augment the District’s ability to offer services and to work closely with local, state, and federal agencies to build mutual awareness and promote cooperation to address potential opportunities, issues, legislation, and funding that may affect the community

NOW THEREFORE BE IT

RESOLVED that the Board of Park Commissioners authorizes a Letter of Support to the Key Pen Parks Board of Commissioners for the 360 Trails Trust Land Transfer Project in substantially the form attached as Exhibit A.



The foregoing resolution was passed and adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on March 19, 2024.

Maryellen "Missy" Hill,
Board President

Laurel Kingsbury,
Board Clerk

Attest: Ally Bujacich



March 19, 2024
 Key Pen Parks
 5514 Key Peninsula Hwy NW
 Lakebay, WA 98349

Dear Key Pen Parks Board of Commissioners,

As a neighboring park district, Peninsula Metropolitan Park District recognizes the importance of working together to maintain park assets and provide high quality outdoor recreation facilities for our communities. Trails 360 is an asset to the community, providing outdoor recreation on trails for all users – walkers, runners, mountain bikers, equestrians, individuals, seniors, families, and dog walkers. Residents of Pierce County and Kitsap counties benefit from this wonderful facility.

The impact on the community would be high if this popular park were to have a timber harvest. The trails would be damaged, including the hard work of many, many volunteers. Thousands of people would lose the physical and mental health benefits of outdoor recreation. The last timber harvest which occurred several years ago, was not replanted. Instead, the trees were left to germinate on their own, leaving bare areas which are now filled with scotch broom. In addition, this land is home to two salmon bearing streams, including one which is now seeing salmon for the first time in decades following the removal of local culverts. These challenges make it a good candidate for the Trust Land Transfer program.

The PenMet Parks Board of Park Commissioners supports Key Pen Parks' application to the Trust Land Transfer program to have this land owned and managed by Key Pen Parks and remove the threat of the destruction of a great outdoor recreational area.

Sincerely,

Board of Park Commissioners

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



DISTRICT COMMISSION MEMO

To: Board of Park Commissioners

Through: Ally Bujacich, Executive Director

From: Jessica Wigle, Director of Finance

Date: March 19, 2024

Subject: **Second Reading of Resolution RR2024-003 Amending the 2024 Capital Budget to Increase the Budget Appropriation for the Sehmel Homestead Park Playground Resurface Project and the New Operations Vehicle**

Background/Analysis

The Board passed Resolution RR2023-015 adopting the 2024 annual Capital Budget and Capital Improvement Plan. The adopted Capital Budget includes \$26,623,050 in “carryforward” capital expenses that were adopted but not spent in previous budgets. Those carryforward expenses include:

1. The adopted 2022 Capital Budget included \$163,000 for Project 2022-3, the Sehmel Homestead Park Playground Resurface Project. PenMet Parks issued an invitation to bid to replace the play surface on January 25, 2024, and received 2 bids. The lowest responsive and responsible bid is \$223,932, which exceeds the budgeted amount by \$60,932. This project is a high priority because it addresses existing deferred maintenance needs in the playground surfacing and underlying base. A 10% contingency has been added to the amount over budget for potential expenses that may arise.
2. The adopted 2023 Capital Budget included \$52,000 for a New Operations Vehicle, which wasn't purchased in 2023. PenMet Parks followed the procurement guidelines in Policy P40-102: Purchasing Policy to secure a quote for a 2024 Ford F250 Truck (4WD with lift gate), for a quoted amount of \$63,118, including tax, which exceeds the 2023 Capital Budget amount by \$11,118. This vehicle purchase supports operational needs to maintain consistent, high-quality parks and recreation facilities.



Budget Impact

If adopted, the 2024 amended capital budget is reflected as summarized below. The ending balance is reduced from \$2,354,559 to \$2,276,441, which supports a responsible capital reserve with current anticipated needs and the adopted 2024 six-year Capital Improvement Plan.

Fund Name	Beginning Balance	Revenues	Expenditures	Transfers in/out	Ending Cash (Reserve)
Capital Project Fund	\$27,437,196	\$2,339,977	<u>(\$29,100,732)</u>	\$1,600,000	<u>\$2,276,441</u>

Year	Priority	Property	Project	2024 Capital Budget
2024	1	CRC-I	Replace HVAC system	\$414,000
2024	2	District	Parking lot pavement upgrades	\$182,000
2024	3	District	Heavy equipment acquisition fund	\$50,000
2024	4	District	Implement signage master plan	\$282,000
2024	5	Madrona Links	Strategic priority– scope TBD	\$500,000
2024	6	Peninsula Gardens	Master plan	\$150,000
2024	7	DeMolay Sandspit	Island Blvd acquisition match	\$303,000
2024	8	Fox Island Fishing Pier	Improve beach access for hand launches	\$145,000
2024	9	Fox Island Fishing Pier	New picnic shelter	\$94,000
2024	10	District	Capital campaign initiative	\$279,564
<u>2024</u>	<u>11</u>	<u>District</u>	<u>Sehmel Homestead Park playground resurface amendment</u>	<u>\$67,000</u>
<u>2024</u>	<u>12</u>	<u>District</u>	<u>Operations vehicle amendment</u>	<u>\$11,118</u>
Total 2024 CIP Expenses				<u>\$2,477,682</u>
2023 carryforward adopted capital expenses				\$26,623,050
Total 2024 Capital Budget				<u>\$29,100,732</u>



Policy Implications/Support

1. Policy P40-101: Comprehensive Financial Management Policy states, in part, that the District will develop a six-year Capital Improvement Plan (CIP) to identify capital needs and that the first year of the CIP will constitute the capital budget for the ensuing year.
2. The Board passed Resolution RR2021-029 on November 16, 2021, approving the 2022 Capital Budget and Capital Improvement Plan, including the Sehmel Playground Resurface Project with a budget of \$163,000.
3. The Board passed Resolution RR2022-011 November 15, 2022, approving the 2023 Capital Budget and Capital Improvement Plan, including a New Operations Vehicle with a budget of \$52,000.

Staff Recommendation

Staff requests that the Board approve Resolution RR2024-003, which authorizes the amendment of the 2024 Capital Budget as follows:

- 1) Increase the funding available for the Sehmel Homestead Park Playground Resurface Project from \$163,000 to \$230,000, an increase of \$67,000.
- 2) Increase the funding available for the New Operations Vehicle from \$52,000 to \$68,118, an increase of \$11,118.

Staff Contact

If you have any questions or comments, please contact Jessica Wigle at (253) 400-6169 or via e-mail at jwigle@penmetparks.org.

Attachments

Exhibit A: Resolution RR2024-003



Peninsula Metropolitan Park District

RESOLUTION NO. RR2024-003

AMENDING THE 2024 CAPITAL BUDGET TO INCREASE THE BUDGET APPROPRIATION FOR THE SEHMELE HOMESTEAD PARK PLAYGROUND RESURFACE PROJECT AND THE NEW OPERATIONS VEHICLE

WHEREAS, Policy P40-101: Comprehensive Financial Management Policy states the District shall develop a six-year Capital Improvement Plan (CIP) to identify capital needs; and

WHEREAS, Policy P40-101: Comprehensive Financial Management Policy states that the first year of the CIP will constitute the capital budget for the ensuing year; and

WHEREAS, the Board passed Resolution RR2021-029 on November 16, 2021, approving the 2022 Capital Budget and Capital Improvement Plan, including the appropriation of \$163,000 for the Sehmle Homestead Park Playground Resurface Project; and

WHEREAS, the lowest bid received for the Sehmle Homestead Park Playground Resurface Project is higher than the amount appropriated in the adopted 2022 Capital Budget, requiring an increase of \$67,000; and

WHEREAS, the Board passed Resolution RR2022-011 on November 15, 2022, approving the 2023 Capital Budget and Capital Improvement Plan, including the appropriation of \$52,000 for a New Operations Vehicle; and

WHEREAS, PenMet Parks solicited a quote for a 2024 Ford F250 (4WD with lift gate) in the amount of \$63,118, inclusive of Washington State Sales Tax, which is higher than the amount appropriated for this capital expense in the 2023 Capital Budget, requiring an increase of \$11,118; and

WHEREAS, the proposed amended 2024 annual capital budget does not exceed the lawful limit of taxation as allowed to be levied by Peninsula Metropolitan Park District for the purposes set forth in the budget, and estimated expenditures set forth in the budget are deemed necessary to provide park and recreation services to the community during the 2024 calendar year;

NOW THEREFORE BE IT

RESOLVED, by the Board of Park Commissioners of the Peninsula Metropolitan Park District that the amended 2024 Capital Budget be adopted, approved and appropriated as follows:



Section 1. The required expenditures for the capital improvements for calendar year 2024 as specified and fixed in Exhibit A, attached hereto and incorporated by reference into this resolution.

The foregoing resolution was heard as a first reading on March 5, 2024, and adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on March 19, 2024.

Maryellen “Missy” Hill,
Board President

Laurel Kingsbury,
Board Clerk

Attest: Ally Bujacich



Exhibit A to Resolution RR2024-003

Peninsula Metropolitan Park District Amended 2024 Capital Budget

Fund Name	Beginning Balance	Revenues	Expenditures	Transfers in/out	Ending Cash (Reserve)
Capital Project Fund	\$27,437,196	\$2,339,977	<u>(\$29,100,732)</u>	\$1,600,000	<u>\$2,276,441</u>

Year	Priority	Property	Project	2024 Capital Budget
2024	1	CRC-I	Replace HVAC system	\$414,000
2024	2	District	Parking lot pavement upgrades	\$182,000
2024	3	District	Heavy equipment acquisition fund	\$50,000
2024	4	District	Implement signage master plan	\$282,000
2024	5	Madrona Links	Strategic priority– scope TBD	\$500,000
2024	6	Peninsula Gardens	Master plan	\$150,000
2024	7	DeMolay Sandspit	Island Blvd acquisition match	\$303,000
2024	8	Fox Island Fishing Pier	Improve beach access for hand launches	\$145,000
2024	9	Fox Island Fishing Pier	New picnic shelter	\$94,000
2024	10	District	Capital campaign initiative	\$279,564
<u>2024</u>	<u>11</u>	<u>District</u>	<u>Sehmel Homestead Park playground resurface amendment</u>	<u>\$67,000</u>
<u>2024</u>	<u>12</u>	<u>District</u>	<u>Operations vehicle amendment</u>	<u>\$11,118</u>
Total 2024 CIP Expenses				<u>\$2,477,682</u>
2023 carryforward adopted capital expenses				\$26,623,050
Total 2024 Capital Budget				<u>\$29,100,732</u>



DISTRICT COMMISSION MEMO

To: Board of Park Commissioners

Through: Ally Bujacich, Executive Director

From: Sue O'Neill, Director of Park Services

Date: March 19, 2024

Subject: **Second Reading of Resolution RR2024-004 Accepting the Master Plan for the Tacoma DeMolay Sandspit and Advancing Phase I to Final Design**

Background/Analysis

The Board of Park Commissioners passed Resolution RR2022-011 adopting the 2023 capital budget and capital improvement plan, including the Tacoma DeMolay Sandspit Master Plan, Facility, and Accessibility Improvements project (see Exhibit A). The project was ranked as priority three in the 2023 CIP. The purpose of the project is to improve the park with an ADA accessible path to the beach, ADA compliant bathroom facilities, ADA parking, and improved park amenities.

On February 21, 2023, the Board of Park Commissioners passed Resolution RR2023-002 adopting the total project budget of \$1,895,788.72 for the Tacoma DeMolay Sandspit Master Plan, (see Exhibit B).

On March 3, 2023, a Request for Qualifications for A&E services for the Tacoma DeMolay Sandspit Project was advertised in accordance with Policy P40-102: Purchasing Policy.

Staff received and evaluated qualifications for the purpose of providing design services for the Tacoma DeMolay Sandspit Project. Only one firm responded and was determined to be qualified.

On June 7, 2023, staff finalized contract negotiations with Baumwelt for A/E services totaling \$341,327.00 with a MACC not to exceed \$1,200,000. The scope of work included public outreach, development of a Master Plan, final design, construction support and project closeout.



The Board of Park Commissioners passed Resolution No. P2023-004 (see Exhibit C) authorizing the Executive Director to sign the Architectural/Engineering Agreement for the Design of the Tacoma DeMolay Sandspit Master Plan, Facility, and Accessibility Project with Baumwelt.

Since then, Baumwelt has led a significant public outreach effort including four stakeholder meetings and two public meetings, prepared four concept design alternatives and a program plan, worked with PenMet Parks staff and the stakeholder group to develop the draft Master Plan and recommended plan phasing. The draft Master Plan was presented to the Board of Park Commissioners at the February 20 Study Session.

Policy Implications/Support

1. The Board approved Resolution RR2023-002 adopting the total project budget for the Tacoma DeMolay Sandspit Project of \$1,895,788.72.
2. The Board passed Resolution No. P2023-004 authorizing the Executive Director to sign the Architectural/Engineering Agreement for the Design of the Tacoma DeMolay Sandspit Master Plan, Facility, and Accessibility Project with Baumwelt.
3. The Tacoma DeMolay Sandspit Project is supported by the following goals and objectives.
 - a. Preserve open space consistent with community planning.
 - b. Promote healthy lifestyles.
 - c. Create meaningful places.
 - d. Balanced financial accountability.
 - e. Effectively manage and maintain assets to preserve existing infrastructure and provide parks and recreation opportunities for the community.

Staff Recommendation

Staff recommends the Board pass Resolution RR2024-004 accepting the Tacoma DeMolay Sandspit Master Plan and advancing Phase I to final design at its second reading planned for March 19, 2024.

Staff Contact

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



Attachments

- Exhibit A: Resolution RR2022-011 Adopting the 2023 Annual Capital Budget and Capital Improvement Plan including the Tacoma DeMolay Sandspit Master Plan, Facility, and Accessibility Improvements project.
- Exhibit B: Resolution RR2023-002 Adopting the total project budget of \$1,895,788.72 for the Tacoma DeMolay Sandspit Master Plan.
- Exhibit C: Resolution No. P2023-004 Authorizing the Executive Director to sign the Architectural/Engineering Agreement for the Design of the Tacoma DeMolay Sandspit Master Plan, Facility, and Accessibility Project with Baumwelt.
- Exhibit D: Resolution RR2024-004 Accepting the Master Plan for the Tacoma DeMolay Sandspit and Advancing Phase I to Final Design



Peninsula Metropolitan Park District

RESOLUTION NO. RR2022-011

ADOPTING THE 2023 ANNUAL CAPITAL BUDGET AND CAPITAL IMPROVEMENT PLAN

WHEREAS, the Executive Director of the Peninsula Metropolitan Park District has recommended a balanced budget and estimate of monies required to meet public expenses, bond retirement, interest, and the priorities, goals, and objectives for 2023 as adopted by the Board of Park Commissioners on July 5, 2022, for the 2023 calendar year; and

WHEREAS, a Six-Year Capital Improvement Plan (CIP) was developed in 2023; and

WHEREAS, Year One of the CIP serves as the Executive Director’s 2023 annual capital budget; and

WHEREAS, notice was published in the official legal notices of the local newspaper on October 27, 2022, November 3, 2022, and November 10, 2022 that the Board of Park Commissioners would meet on November 1, 2022 and again on November 15, 2022 to consider the proposed budget and to allow the public an opportunity to be heard regarding the proposed 2023 budget; and

WHEREAS, the Board of Park Commissioners did meet at the time specified and offered the opportunity for interested taxpayers and members of the public to comment on the proposed budget as detailed below:

- November 1, 2022
 - First Public Hearing Regarding the Proposed 2023 Budget
 - Public Hearing Regarding the Proposed 2022 Levy of Regular Property Tax for Collection in 2023
 - Adoption of the 2022 Levy of Regular Property Tax for Collection in 2023.

- November 15, 2022
 - Second Public Hearing Regarding the Final 2023 Budget
 - Adoption of the 2023 Capital Budget and Capital Improvement Plan

WHEREAS, the proposed 2023 annual budget does not exceed the lawful limit of taxation as allowed to be levied by Peninsula Metropolitan Park District for the purposes set forth in the budget, and estimated expenditures set forth in the budget are deemed necessary to provide park and recreation services to the community during the 2023 calendar year;

NOW THEREFORE BE IT

RESOLVED, by the Board of Park Commissioners of the Peninsula Metropolitan Park District that the 2023 Capital Budget and 2023 Capital Improvement Plan be adopted, approved, and appropriated as follows:

- Section 1. The required expenditures for the capital improvements for calendar year 2023 as specified and fixed in Exhibit A, attached hereto, and incorporated by reference into this resolution.

- Section 2. The Secretary of the Board is directed to transmit a certified copy of the 2023 Capital Budget and 2023 Capital Improvement Plan as adopted by the Board of

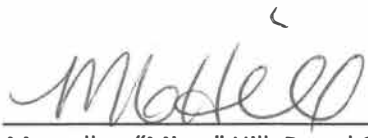
Park Commissioners of the Peninsula Metropolitan Park District to the State Auditor of Washington, Division of Municipal Corporations.

Section 3. This resolution shall take effect January 1, 2023, at 12:01 a.m.


The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on November 15, 2022.



Steve Nixon, Board President



Maryellen "Missy" Hill, Board Clerk



Attest: Ally Bujacich

**Exhibit A
to
Resolution RR2022-011**

Peninsula Metropolitan Park District 2023 Capital Budget

Fund Name	Beginning Balance	Revenues	Expenditures	Transfers in/out	Ending Cash (Reserve)
Capital Project Fund	\$30,012,774	\$2,170,000	(\$34,493,627)	\$3,910,853	\$1,600,000

Year	Priority	Property	Project	2023 Capital Budget
2023	1	CRC	CRC	\$1,584,667
2023	2	CRC	Replace existing roof	\$147,000
2023	3	DeMolay Sandspit	Develop master plan and address highest priorities	\$1,690,489
2023	4	Fox Island Fishing Pier	Accessible ramp and handrail	\$275,400
2023	5	Tubby's Trail	Upgrades to dog park	\$118,000
2023	6	Fox Island Fishing Pier	Replace top rail at dock	\$20,000
2023	7	Narrows Beach	Repair and repave access road	\$285,000
2023	8	Sunrise, Narrows	Deferred maintenance – single family homes	\$50,000
2023	9	CRC	Upgrade mini golf course	\$80,000
2023	10	Madrona Links	To be determined	\$500,000
2023	11	District	Replace park entry gates	\$90,000
2023	12	District	Planned major maintenance – TBD	\$50,000
2023	13	District	Capital campaign initiatives	\$311,443
2023	14	District	New operations vehicle	\$52,000
Total 2023 CIP Expenses				\$5,253,999
2022 Carryforward Adopted Capital Expenses				\$29,239,628
Total 2023 Capital Budget				\$34,493,627



Peninsula Metropolitan Park District

RESOLUTION RR2023-002

ADOPTING THE TACOMA DEMOLAY SANDSPIT NATURE PRESERVE MASTER PLAN, FACILITY, AND ACCESSIBILITY IMPROVEMENTS PROJECT BUDGET

WHEREAS, the Board of Park Commissioners evaluated District-wide capital improvement needs; and

WHEREAS, the Board of Park Commissioners passed Resolution RR2022-011 adopting the 2023 Annual Capital Budget and Capital Improvement Plan (CIP); and

WHEREAS, Tacoma DeMolay Sandspit Nature Preserve Master Plan, Facility, and Accessibility Improvements was ranked at priority three in the 2023 CIP; and

WHEREAS, the Board of Park Commissioners passed Resolution R2021-019 adopting the 2022 Annual Capital Budget and CIP; and

WHEREAS, Tacoma DeMolay Sandspit Nature Preserve demolition of deteriorated structures and providing a picnic shelter, if feasible was ranked at priority five in the CIP; and

WHEREAS, demolition was completed in 2022 and \$205,299.72 remained allocated to provide a picnic shelter, if feasible; and

WHEREAS, evaluating the feasibility and siting of the picnic shelter may be completed as part of a comprehensive DeMolay Sandspit master plan; and

WHEREAS, the scope of the project generally includes master planning, building updates, ADA accessibility upgrades, a picnic shelter, and limited site improvements; and

WHEREAS, PenMet Parks analyzed the estimated project costs required to complete the project to meet the community needs and estimated that the total project budget necessary to complete the project scope is \$1,895,788.72;

NOW THEREFORE BE IT

RESOLVED, Tacoma DeMolay Sandspit Nature Preserve Master Plan, Facility, and Accessibility Improvements total project budget is \$1,895,788.72.

The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on February 21, 2023.



Steve Nixon

Steve Nixon, Board President

Maryellen Hill

Maryellen "Missy" Hill, Board Clerk

Ally Bujacich

Attest: Ally Bujacich



Peninsula Metropolitan Park District

RESOLUTION NO. P2023-004

AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN AN ARCHITECTURAL/ENGINEERING AGREEMENT FOR THE DESIGN OF THE TACOMA DEMOLAY SANDSPIT NATURE PRESERVE MASTER PLAN, FACILITY, AND ACCESSIBILITY IMPROVEMENT PROJECT WITH BAUMWELT

WHEREAS, the Peninsula Metropolitan Park District Board of Park Commissioners allocated funding for the Tacoma DeMolay Sandspit Nature Preserve Master Plan, Facility, and Accessibility Project in the 2023 Capital Budget and Capital Improvement Plan (CIP); and

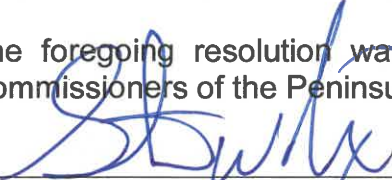
WHEREAS, the Board of Park Commissioners passed Resolution RR2023-002 adopting the budget for the Tacoma DeMolay Sandspit Nature Preserve Master Plan, Facility, and Accessibility Improvements; and

WHEREAS, District staff issued a Request for Qualifications (RFQ No. 2023.001), and after review of the submittals, the Selection Committee identified Baumwelt as the most qualified applicant and subsequently negotiated the attached agreement in an amount not to exceed Three Hundred Forty-One Thousand Three Hundred Twenty-Seven Dollars and Zero Cents (\$341,327.00) with a total project Maximum Allowable Construction Cost (MACC) of One Million Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00);

NOW THEREFORE BE IT

RESOLVED, by the Board of Park Commissioners, that the Executive Director be authorized to execute the Architectural/Engineering Agreement for the Design of the Tacoma DeMolay Sandspit Nature Preserve Master Plan, Facility, and Accessibility Project in an amount not to exceed Three Hundred Forty-One Thousand Three Hundred Twenty-Seven Dollars and Zero Cents (\$341,327.00), exclusive of applicable WSST, 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 June 6, 2023.


Steve Nixon, Board President


Maryellen "Missy" Hill, Board Clerk


Attest: Ally Bujacich



Peninsula Metropolitan Park District

RESOLUTION NO. RR2024-004

RESOLUTION RR2024-004 ACCEPTING THE MASTER PLAN FOR THE TACOMA DEMOLAY SANDSPIT AND ADVANCING PHASE I TO FINAL DESIGN

WHEREAS, the Peninsula Metropolitan Park District (PenMet Parks) was formed in 2004 by a vote of the people and is authorized to deliver parks and recreation services under RCW 35.61; and

WHEREAS, the Board of Park Commissioners passed Resolution RR2022-011 adopting the 2023 Annual Capital Budget and Capital Improvement Plan (CIP); and

WHEREAS, Tacoma DeMolay Sandspit Nature Preserve Master Plan, Facility, and Accessibility Improvements was ranked at priority three in the 2023 CIP; and

WHEREAS, the Board of Park Commissioners passed Resolution No. P2023-004 authorizing the Executive Director to sign the Architectural/Engineering Agreement for the Design of the Tacoma DeMolay Sandspit Master Plan, Facility, and Accessibility Project with Baumwelt; and

WHEREAS, the design team worked with the PenMet Parks Board of Commissioners and staff, a Stakeholder Group, and the Public to develop a vision and program that reflects the needs of the people to be served; and

WHEREAS, the resulting Master Plan identifies a full buildout and an initial phase that can be expanded in the future as funding becomes available; and

WHEREAS, this initial phase will meet community needs by providing an improved parking lot, stairs to the mid and lower park, an ADA compliant restroom, ADA parking, an accessible path, and other gathering spaces as feasible within the available \$1,200,000 construction budget

NOW THEREFORE BE IT

RESOLVED, by the Board of Park Commissioners, that PenMet Parks accepts the Master Plan for the Tacoma DeMolay Sandspit Park attached substantially as Exhibit A and advances Phase I priorities to the Final Design phase.



The foregoing resolution was heard as a first reading on March 5, 2024 and adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on March 19, 2024.

Maryellen “Missy” Hill, Board President

Laurel Kingsbury, Board Clerk

Attest: Ally Bujacich

Tacoma DeMolay Sandspit



Master Plan

Adopted March 19, 2024



Acknowledgements

PenMet Parks Board of Commissioners

Maryellen (Missy) Hill, President
Laurel Kingsbury, Clerk*
Kurt Grimmer, Commissioner
Steve Nixon, Commissioner
William C. (Billy) Sehmel, Commissioner*
* Members of Park Services Committee

PenMet Parks Executive Staff

Ally Bujacich, Executive Director
Robyn Readwin, Interim Director of Administrative Services, Executive Assistant and Public Records Officer
Tracy Stirrett, Director of Development
Jessica Wigle, Director of Finance
Sue O'Neill, Director of Park Services
Tracy Gallaway, Director of Recreation Services

PenMet Parks Staff

Barry C. Shields, Project Manager

Consultants

Baumwelt Architects
Derrick Eberle, Landscape Architect and Design Team Lead

Boe Architects
David Boe, Architect

DCG
Steve Robert, Civil Engineer

Cross Engineers
Scott Kelley, Electrical Engineer

Hultz BHU
Michael Tagles, Mechanical Engineer

Insert signed Resolution RR2024-004



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Tacoma DeMolay Sandspit Park Master Plan

1.0 Introduction

The Tacoma DeMolay Sandspit property was acquired in 2010 by PenMet Parks and is actively managed to preserve natural features and allow low-impact public access with special care given to protecting vegetation and wildlife. The property is composed of three parcels totaling 5.1 acres on the northwest side of Fox Island, offering recreation opportunities including viewpoints, a wooded trail system, picnicking, parking, portable restrooms, and 1,500 feet of water access for non-motorized watercraft.



Figure 1.0: Location Map

Tacoma DeMolay Sandspit Park Master Plan

2.0 History

Beginning in the 1930's one of the three parcels of the current park was owned by Frank D. Oakly. He allowed the Tacoma Chapter, Order of DeMolay to have outings on his property where they set up camp and had work parties and bonfires.

In 1934, the estate of Frank D. Oakley conveyed property to Fred Calligan by quitclaim deed "as trustee for the use and benefit of Tacoma Chapter, Order of DeMolay."

In 1948 Calvin J. Carr and Emma M. Carr, and William J. Parker and Eva B. Parker conveyed by quitclaim deed to Tacoma DeMolay Boys Camp, a non-profit corporation, additional property (Tract A) together with tidelands.

In 1959 Patricia H. White as her sole and separate property conveyed by statutory warranty deed to Tacoma DeMolay Boys Camp adjoining property for monetary consideration.

The Tacoma Chapter, Order of the DeMolay continued to use the property for camping and other activities until it was purchased by PenMet Parks in 2010.

3.0 Existing Conditions

The park presently totals 5.1 acres and contains the existing blockhouse that is in poor condition, a lawn area, picnic tables, primitive walking trails, a port-a-potty restroom, and an unimproved parking lot. Park visitors often park at the mid-site gate in the public road right-of-way. The current parking lot, with approximately 23 parking spaces is inadequate during the summer months.

The former residence and storage shed have been removed from the property.



Figure 3.1: Existing Blockhouse, Restroom and Picnic Table

Tacoma DeMolay Sandspit Park Master Plan



Figure 3.2: Existing Parking Lot



Figure 3.3: Trail from Parking Lot



Figure 3.4: Mid-Site Entrance



Figure 3.5: Staircase



Figure 3.6: Primitive Trail



Figure 3.7: Wood Picnic Tables

4.0 Surrounding Properties

Located immediately to the east and south are residential properties.



Figure 4.0: Neighboring Properties to the East

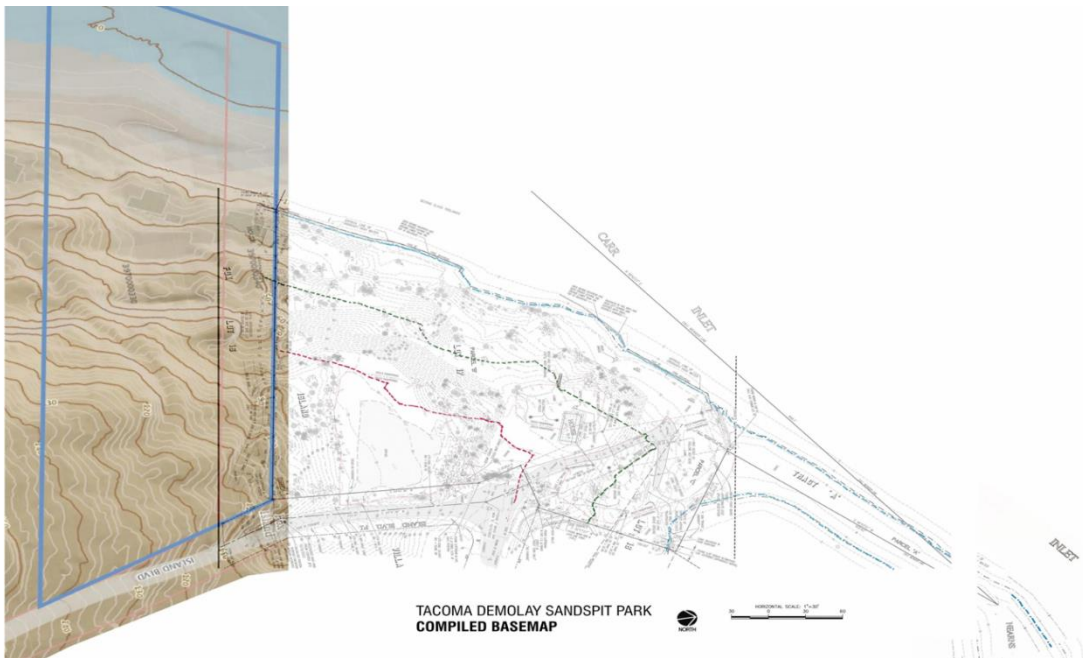


Figure 4.1: Neighboring Properties to the South

The neighborhoods to the east of the park have dense populations. The park is fenced on the east side, so park visitors enter the site from the mid site gate or from the parking lot.



Figure 4.2: Neighboring Properties to the East

5.0 Public Participation

With any planning document, public input is of paramount importance. Tacoma DeMolay Sandspit is used by residents living throughout the District. In developing this Master Plan, PenMet Parks used District feedback identified in the 2023 Strategic Plan and in the 2023 Parks, Recreation, and Open Space Plan. In addition, the District held two public meetings and four stakeholder group meetings to solicit input from the public specifically regarding the Tacoma DeMolay Sandspit Master Plan. These meetings were held 3.2 miles from the park at the Nichols Community Center.

The first stakeholder meeting and first public meeting were held to solicit input from the public on their ideas, concerns, and priorities for both the existing park and desired amenities for the future. The first public meeting was attended by 65 people in person and an additional 25 people online. At the second public meeting, a draft master plan drawing was presented for discussion. The second public meeting was attended by approximately 50 people in person and an additional 10 people online. Stakeholder group meetings were held to collect additional input. Meeting minutes were taken at each meeting to capture comments. This input was used to develop the Master Plan Preliminary Project Program (Project Program) for the park’s development. The summary of comments is included in **Appendix I** and the Project Program is included in **Appendix II**.

The Stakeholder Group consisted of the following members and organizations:

Organization	Representative
Boy Scout Troop 27	John Ohlson
Harbor WildWatch	Stena Troyer
Fox Island Community Recreation Association (FICRA)	Craig McLaughlin
Girl Scout Troop 40815/Fox Island Resident	Jenifer Moore
Park Neighbor/Fox Island Resident	Scott Fowler
Peninsula School District	Krestin Bahr
Pierce County Conservation District	Mary Krauszer
Public Safety Representative	Deputy Betts
Puyallup Tribe of Indians	Jennifer Keating
Tacoma DeMolay Chapter Representative	Jeffrey Brunson
Washington Water Trails Association (WWTA)	Andree Hurley

Table 5.0: Stakeholder Group

6.0 Master Plan Development

PenMet Parks engaged the design team of Baumwelt Architects and BOE Architects to provide professional design services for a programming and master plan development for the Tacoma DeMolay Sandspit.

The design team worked with the PenMet Parks Board of Commissioners and staff, an 11-member Stakeholder Group, and the public to develop a vision and program that reflects the needs of the people to be served. The process followed is summarized below:

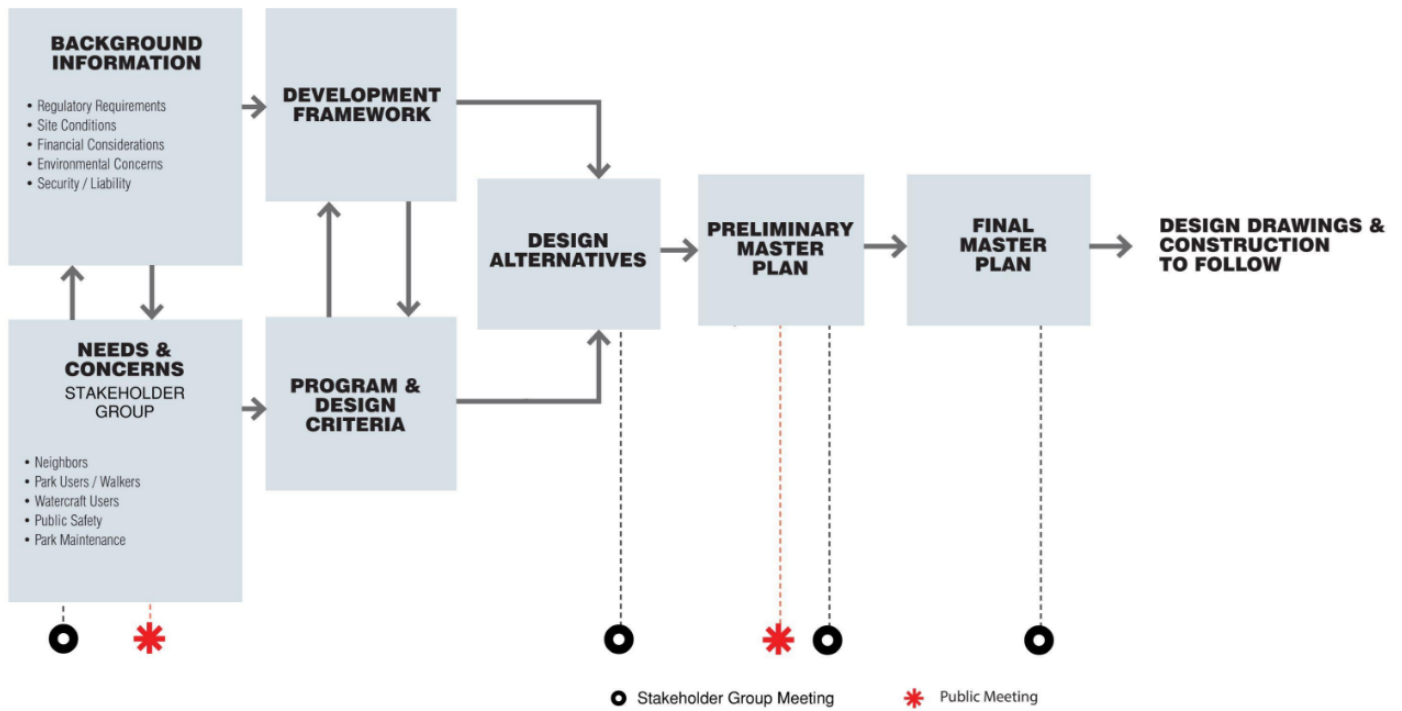


Figure 6.0: Master Plan Development Flowchart

7.0 Design Alternatives

Ultimately, four Design Concept Alternatives for the park were developed and are summarized below. Concepts are included in [Appendix III](#).

Concept 1

- Ideally the drop-off area would be able to accommodate an occasional school bus visit.
 - Currently, school buses are not able to drive up Island Boulevard and turn around.
- A more direct connection (i.e. stairs in addition to the ADA walk) down to the water was desired.
- Spread amenities, such as informational signage or covered picnic areas, throughout the site as opposed to keeping amenities centralized at the mid-site.
- Consideration should be given to construct the new park structure building elsewhere on-site if that permits better access, function, and views.
 - The existing location of the park structure building is not significant to the planning for the future location.
- Consider expanding the landings on walkways to provide greater space for rest areas.
- An accommodation for parking and securing bicycles was desired (for whichever concept is adopted)
- A question was posed about what emergency vehicle access accommodation will be necessary for park development.
 - Discussions with fire marshal are ongoing.

Concept 2

- The layout of the ADA stalls in this concept was generally preferred over the other concepts shown
 - Notable preferred attributes include adjacency to drop off zone, and out of the line-of-sight to avoid blocking views.
- Location of the park structure in this location was desired, as it allowed for greater views of the sandspit and marine environment at the park mid-site location.
 - Moving the location of the park structure allows for a centralized consolidated lawn space.
 - Consider rooftop access on the park structure for users to sit or enjoy views from a higher elevation.
- Plantings should be placed at the lawn borders to avoid runoff of fertilizer, etc.
 - Minimize the need to use fertilizers.
 - Consider buffering perimeter areas with plant media to filter runoff from the lawn.
 - Keep the site as natural as possible, using native species as opposed to grass.
- **Concept 3** The landscape/park-like views into the site at the mid-site were preferred in this concept.
- It was desirable that infrastructure/cars were not the first thing to be seen when arriving at the park.
 - The curvature shown on the building - indicating an architectural response to the views of the water - was preferred.
 - The walls and amount of paved walkway/grading shown in this concept were generally not desired.
- Other options besides 5% graded walks were discussed to provide ADA access to different portions of

the site.

- One idea was the possibility of a mechanical lift/elevator.
- The design team conveyed some of the difficulties operating and maintaining an outdoor lift in a marine environment.
- If a lift were to be considered, it was discussed that an internal lift inside a building would be the most cost effective.
 - The Puyallup Tribe shared that there is a high likelihood of cultural resource discoveries during construction due to the known historical use of the area.
- Minimizing excavation will help reduce the potential for impacting cultural resources.
 - Avoid increasing the lawn area at the mid-site of the park.
- In general, the current lawn size was determined to be adequate.
 - A bathroom facility closer to the shore was requested.
- Concern was expressed that the walk from the spit up to mid-site is far for children and is even further away when out at low tide.
- The shoreline setback requirements make restrooms down by the water difficult, but the design team will look at the possibility to include a small restroom partway down the slope closer to the beach.
- **Concept 4**
- In general, the idea of providing both a direct staircase and a switchback for ADA access was desired as shown in this concept.
 - Placing parking stalls directly in the drop-off zone was generally not preferred.
- Concern that the view of parked cars would detract from the arrival sequence to the site.
 - Incorporating landing spaces throughout the long switchbacks for users to rest was discussed.
- It was understood that landings would require further grading.
- Minimizing the earthwork on site was desired.
 - Incorporating the park structure at the upper level was discussed.
- It was noted that users will already be in the upper region of the site to park their cars.
- This would block less views at the mid-site.
- This would also open more lawn space at the mid-site.
 - With the likely acquisition of the two large parcels nearly doubling the future size of the park, consideration should be given to infrastructure such as trails or stairs needed to access the site south of the proposed parking lot.

Ultimately, a modified version of Concept No. 2 was carried forward as the preferred Alternative for the Master Plan.

8.0 Master Plan Recommendations

From the public meetings, stakeholder group input, as well as staff input and experience, these recommendations were compiled. The following list corresponds to the Master Plan Drawing shown below.

Accessible Walk to the Beach

- Min. Length: Mid-site Drop-Off to Beach
- Max. Length: Parking Lot to Beach
- Width: Accommodate ambulance gurney, wheelchairs, and potentially hand dollies for watercraft
- Paved completion as subsurface conditions allow.

New Park Structure Building

- New structure
- Multi-use covered event space.
- Nature/environmental education component
- Large changing rooms / restrooms
 - ADA accessible and family friendly
 - Accessible from interior and exterior of structure
- Office for Rec and O&M Personnel
- Potential for watercraft storage
- Potential for sleeping accommodations (DeMolay group)
- Computer/telecom closet
- Security System provisions (camera, motion detection, smart locks)

Picnic Shelter

- Potentially integrated into Park Structure

Mid-site Lawn Area

- Picnic tables.
- Well-drained lawn surface
- Irrigated
- Informal recreation – volleyball, lawn games, etc.

Expanded Parking

- ADA accessible stalls
- Paved and striped with stormwater management
- Maximum quantity of stalls with space available
- Consideration of automated entry/vehicle gate for PenMet Parks access.
- Consideration for drop-off location to ease parking requirements and watercraft access to shoreline.

Soft-surface Trails in Wooded Areas

- Clearly delineated.

Equipment Wash Stations at Beach

- For rinsing gear, watercraft, etc.
- Necessary water filtration/collection planting areas
- Potential for outdoor shower at beach or up at structure

Washington Water Trails Campground

- One campsite – two boats, two tents, four people.

Signage

- Rules of the Park
- No Parking
 - Placed along park fence and at any drop-offs.
 - Coordinate with Pierce County for roadway.
- History of the Site
- Site Significance
 - To community members as well as wildlife
- Preservation of the Sandspit
- Camping (WWTA) Rules

Waste Receptacles

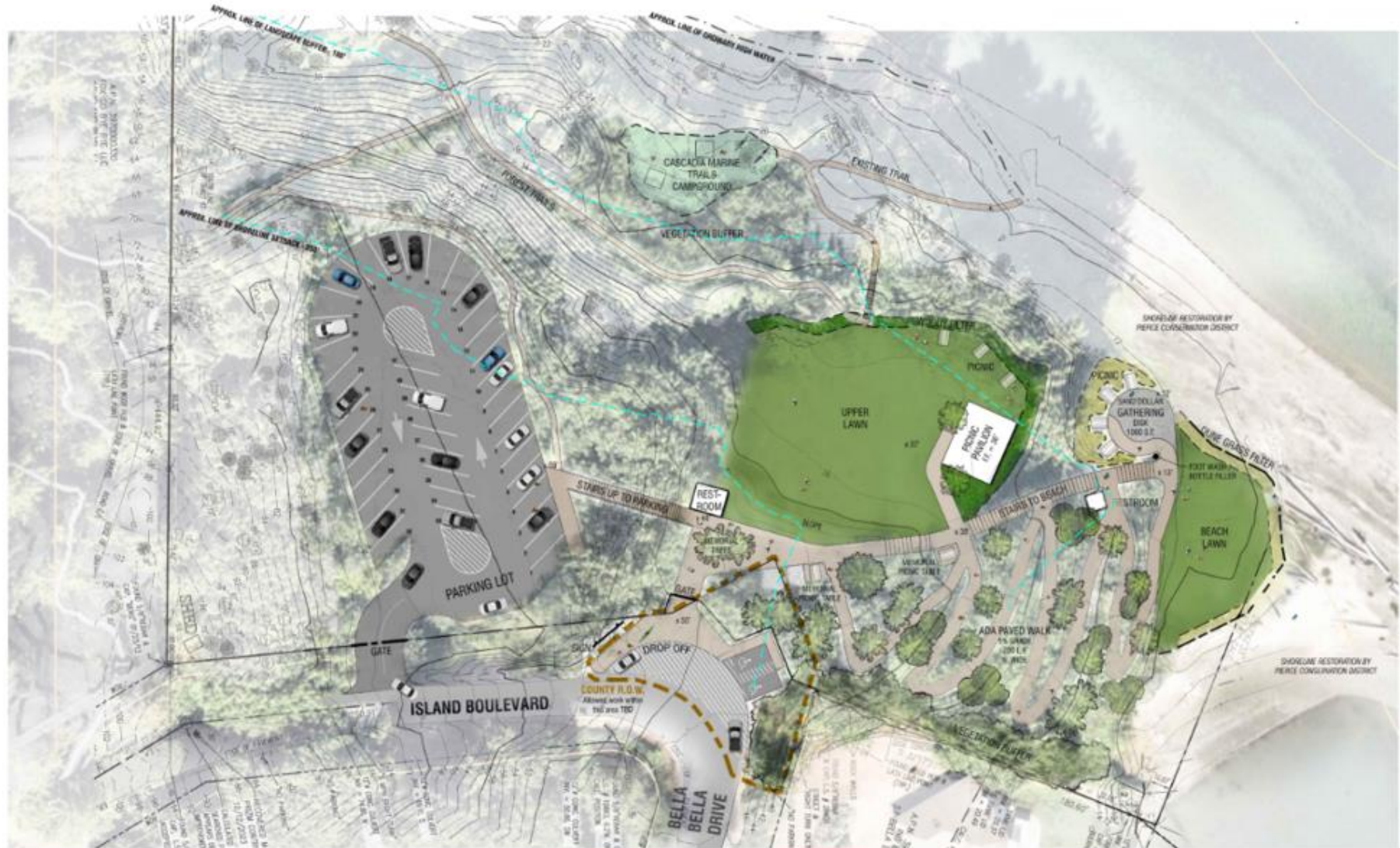
- Quantity as needed at different points in the park.

Other

- Demolition of existing septic system
- New septic system or other strategy to support new restrooms.
- Removal of existing electrical infrastructure.
- Designated locations for memorial trees or other objects.

This Program will continue to be refined as the project moves into final design and permitting. Implementation of the Master Plan will be phased, and the timing is dependent on approved budgets and sources of funding.

Figure 8.0: Master Plan Drawing



TACOMA DEMOLAY SANDSPIT PARK
MASTER PLAN - FULL BUILD OUT
FEBRUARY 20, 2024



9.0 Suggested Phasing Plan

The phasing plan is written to serve as a guideline for improvements in the park. It is not meant to be used as a strict schedule but will help guide PenMet Parks in developing its Capital Improvement Program and prioritize actions. Elements of the plan are subject to feasibility, project approval, and budget availability.

No.	Amenity	Phase I	Future	Comment
1	Accessible Walk to the Beach			
2	New restroom and septic system	X		
3	Stormwater System	X		
4	Picnic Shelter		X	
5	Mid-site Lawn Area	X		
6	Expanded Parking and Drop-off	X	X	Paving in future
7	Soft-surface Trails in Wooded Areas			
8	Equipment Wash Stations at Beach			
9	Washington Water Trails Campground		X	
10	Signage	X		
11	Waste Receptacles	X		
12	Demolition	X		
13	Existing blockhouse	X		
14	Existing septic systems	X		
15	Existing electrical infrastructure.	X		

Table 9.0: Amenity Phasing Plan



Appendix I Public Comment Summary

Stakeholder Group Meetings:

November 29, 2023
January 10, 2024
January 24, 2024
February 7, 2024

Public Meetings:

December 13, 2023
January 24, 2024

Project Information Communication

- Request to provide updates throughout the project from PenMet Parks.
 - PenMet Parks should work with FICRA.org to relay information to Fox Island community members as the project progresses.
 - Communication and transparency with community members is critical.
 - PenMet Parks to host a project tab on PenMet Parks website with updated content for this Master Plan process as it becomes available.
- Consider including local first nations' interests to serve on the stakeholder group.

Park Security

- Park access should be closed at night.
 - PenMet Parks should secure gate entrance to the parking lot nightly.
- Adequate fencing should be installed to control access to the park.
 - Fencing should be designed to secure the site after hours.
 - Fencing should be complimentary to the landscape / aesthetically appealing.
- Augment Video/camera surveillance.
- Add site lighting for safety – should be night sky friendly.

Parking

- Parking is a huge issue, especially during the summer months.
- Illegal parking is occurring at the lower gate although it is signed for No Parking.
- Suggestion to move the lower entrance to discourage people from parking there.
- Provide an area to park bicycles.

Site Access

- ADA accessible walkways should be provided throughout the entire site.
- Consider pervious surfaces for walkways and parking lot.
- Kayak / human powered watercraft access down to the water should be provided.
 - A drop-off zone for said watercraft could be helpful.
 - Parking lot route to water access should provide gradual descent to water.
 - Provide a rinsing facility near the shore.
- Emergency vehicle access to the park should be direct and not impeded by park activities.
 - Consideration of this access is paramount, especially when roads are filled with parked cars in the summer.
- No beach access for motorized watercraft.
- Improve beach access.

Blockhouse Area

- Questions were asked about the future of the blockhouse.
 - A response was given that replacement or renovation is still to be determined.
 - The existing structure is degraded, and restoration may not be possible.
- Renovation or replacement should provide covered picnic space at a minimum for park visitors.
- The blockhouse / covered park structure should be fully accessible (covered recreation space, restrooms, etc.) during bad weather.
- A well-drained, level, and useable lawn area should surround the blockhouse.
 - The lawn area should be able to accommodate casual sport activities.
 - No permanent sport courts of any kind.

- The lawn should be open and programmable for a variety of activities.

Nature / Environment/Aesthetics

- Some past park visitors have negatively impacted the natural condition of the park. These activities should be discouraged and eliminated. Some examples include:
 - Breaking nests onsite.
 - Removing clay babies.
 - Throwing driftwood and logs into the water.
- Effort should be made to preserve the site and protect wildlife.
 - Provide balance to also allow for human activity on-site.
- Increased human presence on-site can lead to more chances for environmental degradation.
- A few comments stated a desire to not improve anything in the park and leave it as natural as possible.
- Enhance the “curb appeal” of the park to look like Sehmel Homestead Park, but on a smaller scale.
- Provide vegetation screening for neighbor properties.

Camping

- Some comments were received to ban open/general public camping at the park.
- Washington Water Trails Association (WWTA) shared their camping relationship with the site.
 - Campers arrive via human-powered watercraft from the water’s edge (no drive-in).
 - WWTA requires registration which helps limit undesired camping consequences.
- Design should look at a way to provide a separate area for this type of camping, to avoid interference with general park visitors.
- Purchase agreement with the DeMolay Chapter permits that organization to sleep in the blockhouse up to eight times a year.

Signage / Park Rules

- Signage on-site needs to be improved/increased for consistency and clarity.
- Consider the following signage elements for the park:
 - Rules of the Park.
 - No parking along public roadways.
 - Expand/improve current No Parking Signs.
 - History of the site.
 - Importance of the site.
 - To community members as well as wildlife.
 - Preservation of the sandspit in its natural state.
 - Protection of sandspit.
 - Camping (WWTA) rules.
 - Include life jacket requirement for kayaks, floaties, etc.
- Enforcement of new signage rules should accompany the new improvements.
- Restrictions should be enforced on having uncontained fires (on the spit, etc.)
- Prohibition of fireworks within the park should be enforced.

Boy Scouts Organization

- The Boy Scouts have a long history and partnership with the site.
- Many site amenities were constructed by Scouts, including trails and picnic tables.

- It is desired to retain some, if not all, of these amenities.
- There is currently a bench at DeMolay that is dedicated to former member of the community (built by the Boy Scout troop that the individual was involved in)
 - Can the bench stay?
 - If the bench doesn't remain at DeMolay, can the family be notified and have the option to receive the bench?
- Scouts and other volunteer interests will likely continue to be involved with the park, and should be considered, if possible, to assist with certain park improvements.
- Scout crossover ceremonies have been held at the park and may continue to be held there in the future.

Other

- Be sure to follow covenants on the property.
 - Consider access for DeMolay group – what are those?
 - Bathrooms, shower, overnight, etc. were mentioned.
 - Are there kitchen needs? Outdoor? BBQ?
- Coordination with the simultaneous shoreline restoration project is critical.
 - Do not separate the shoreline work from the park work done with this project.
 - There should be a cohesive design for the entire site.
- Coordination with the adjoining two parcels to the south (potential acquisition) is critical.
 - Even though there is not an agreement in place, if there is a possibility that adjoining parcels could be purchased by PenMet, they should be considered in the planning of any improvements.

Non-Design/Master Plan

- How will these park improvements impact taxes for residents of the island?
- The former park host's presence provided maintenance and security of site benefits in the past.
 - Desirable to have someone on-site 24/7 to maintain and take care of the park.
 - Consider accommodation in the parking lot for a potential temporary Host trailer stall.
- Increased speeding has been observed in the summer, during times when non-residential use of the park is at a peak.
 - A traffic assessment should be considered to analyze the current and anticipated traffic impacts on the park.
- Speedbumps should be considered near the park (and possibly on the entire stretch from the bridge to the park) on Bella Bella Drive to slow traffic and promote pedestrian safety.
- Concerns were stated that by updating the site, specifically the parking lot, there will be an increase in the demand of the park and lead to overcrowding of the natural areas.
 - This would also have a negative effect on residents - do not want to attract more traffic into the area.
- As such, improvements should be scaled accordingly to fit the current size and nature of the park.
 - Careful balance should be sought to relieve parking overflow on street, but not over- scale the amenities.
- A comment was made asking if other interventions should be considered, such as a pass to park in the lot?
- Access should be restricted for powerboats and jet skis to get close to the sandspit.
 - Suggested restriction 100+ yards offshore.

**Appendix II
Master Plan Preliminary Project Program**

Tacoma DeMolay Sandspit Park
PenMet Parks
Master Plan Preliminary Project Program
January 4, 2024

Project Program

List of elements to be included the design of the park

- Accessible Walk to Beach
 - Min. Length: Mid-site Drop-Off to Beach
 - Max. Length: Parking Lot to Beach
 - Width: Accommodate ambulance gurney, wheelchairs, and potentially hand dollies for watercraft
 - Paved completion as subsurface conditions allow

- New Park Structure Building
 - New structure
 - Multi-use covered event space
 - Nature/environmental education component
 - Large changing rooms / restrooms
 - ADA accessible and family friendly
 - Accessible from interior and exterior of structure
 - Office for Rec and O&M Personnel
 - Potential for watercraft storage
 - Potential for sleeping accommodations (DeMolay group)
 - Computer/telecom closet
 - Security System provisions (camera, motion detection, smart locks)

- Picnic Shelter
 - Potentially integrated into Park Structure

- Mid-site Lawn Area
 - Picnic tables
 - Well-drained lawn surface
 - Irrigated
 - Informal recreation – volleyball, lawn games, etc.

- Expanded Parking
 - ADA accessible stalls
 - Paved and striped with stormwater management
 - Maximum quantity of stalls with space available

- Consideration of automated entry/vehicle gate for PenMet Parks access to blockhouse
- Consideration for drop-off location to ease parking requirements and watercraft access to shoreline
- Soft-surface Trails in Wooded Areas
 - Clearly delineated
- Equipment Wash Stations at Beach
 - For rinsing gear, watercraft, etc.
 - Necessary water filtration/collection planting areas
 - Potential for outdoor shower at beach or up at structure
- Washington Water Trails Campground
 - One campsite – two boats, two tents, four people
- Signage
 - Rules of the Park
 - No Parking
 - Placed along park fence and at any drop-offs
 - Coordinate with Pierce County for roadway
 - History of the Site
 - Site Significance
 - To community members as well as wildlife
 - Preservation of the Sandspit
 - Camping (WWTA) Rules
- Waste Receptacles
 - Quantity as need at different points in the park
- Other
 - Demolition of existing septic system
 - New septic system or other strategy to support new restrooms
 - Removal of existing electrical infrastructure.

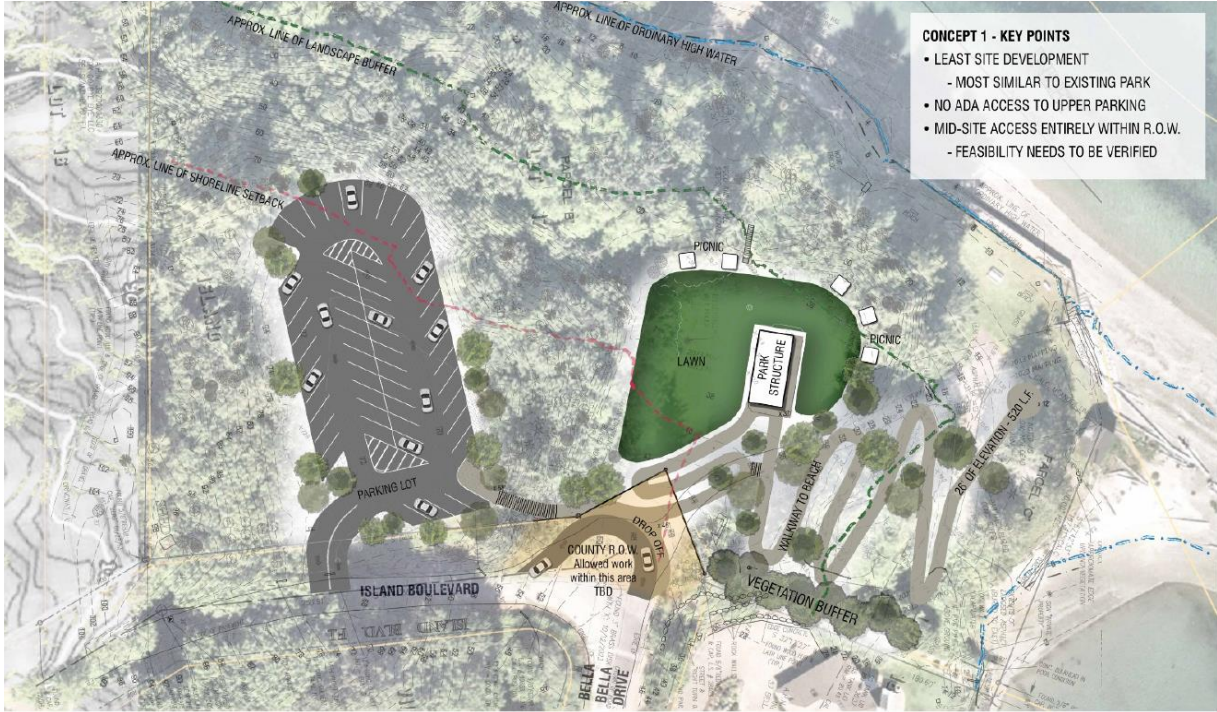
Project Design Criteria

List of guidelines to be applied when designing the layout of program elements

- Develop a park character
- Blend improvements with the shoreline restoration project boundary

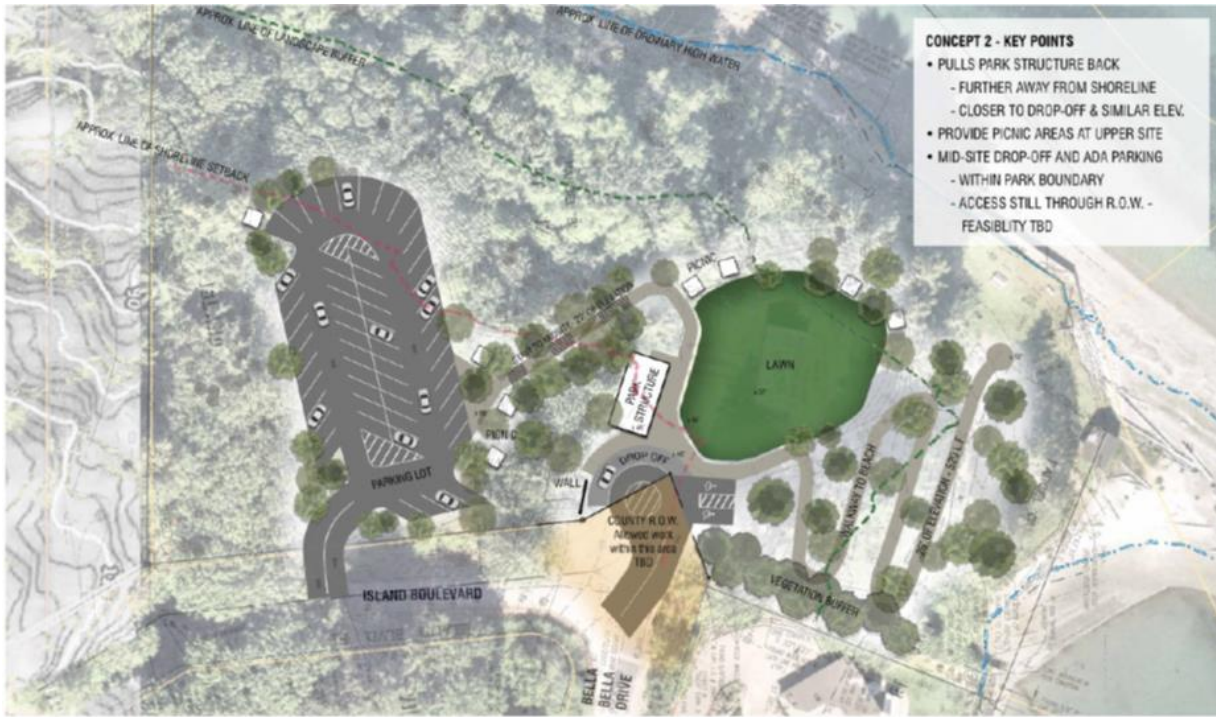
- Maintain clear lines of sight to the maximum extent possible
- Incorporate “Night Sky” appropriate lighting
- Provide adequate screening for neighbor properties
 - Preference for dense, evergreen vegetative screening
- Screen WWTa campground use from rest of park
- Minimize removal of existing trees
- Plan for anticipated Sea Level Rise
- Consider reuse of existing Boy Scouts improvements as practical

**Appendix III
Design Concept Alternatives**



- CONCEPT 1 - KEY POINTS**
- LEAST SITE DEVELOPMENT
 - MOST SIMILAR TO EXISTING PARK
 - NO ADA ACCESS TO UPPER PARKING
 - MID-SITE ACCESS ENTIRELY WITHIN R.O.W.
 - FEASIBILITY NEEDS TO BE VERIFIED

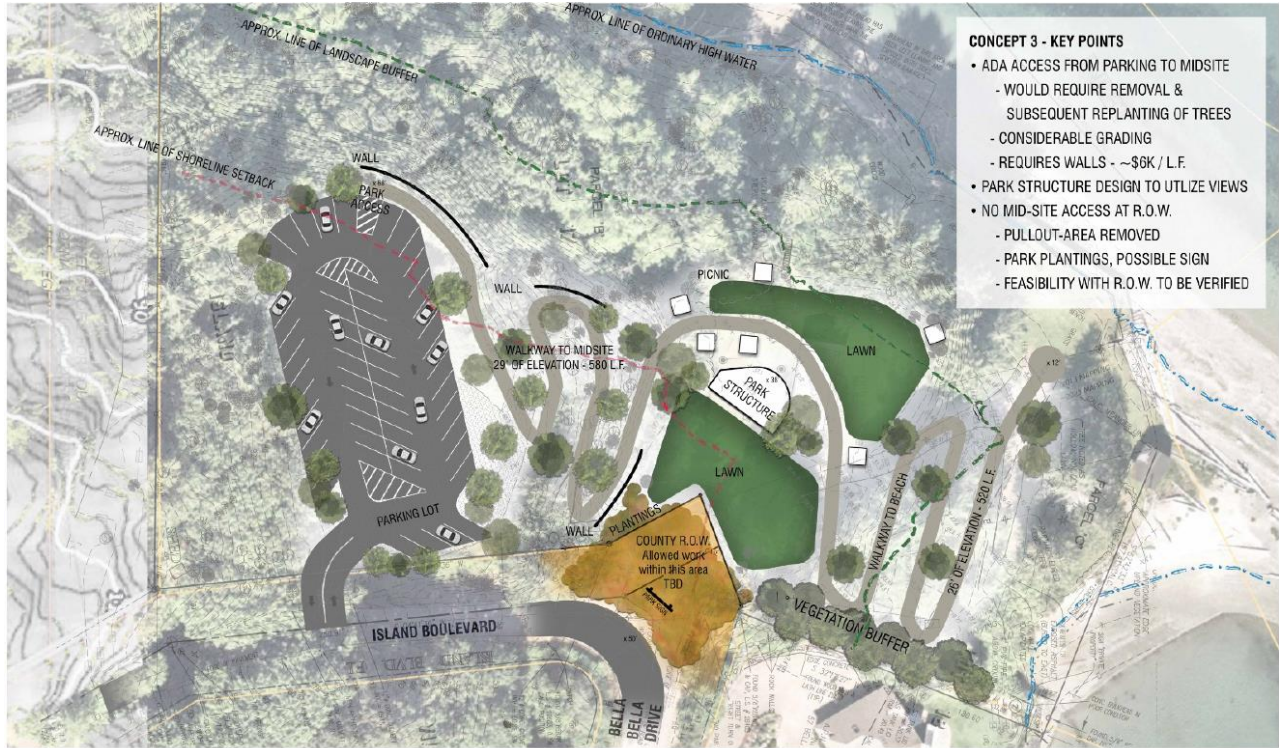
TACOMA DEMOLAY SANDSPIT PARK
CONCEPT 1
JANUARY 10, 2024



- CONCEPT 2 - KEY POINTS**
- PULLS PARK STRUCTURE BACK
 - FURTHER AWAY FROM SHORELINE
 - CLOSER TO DROP-OFF & SIMILAR ELEV.
 - PROVIDE PICNIC AREAS AT UPPER SITE
 - MID-SITE DROP-OFF AND ADA PARKING
 - WITHIN PARK BOUNDARY
 - ACCESS STILL THROUGH R.O.W. - FEASIBILITY TBD

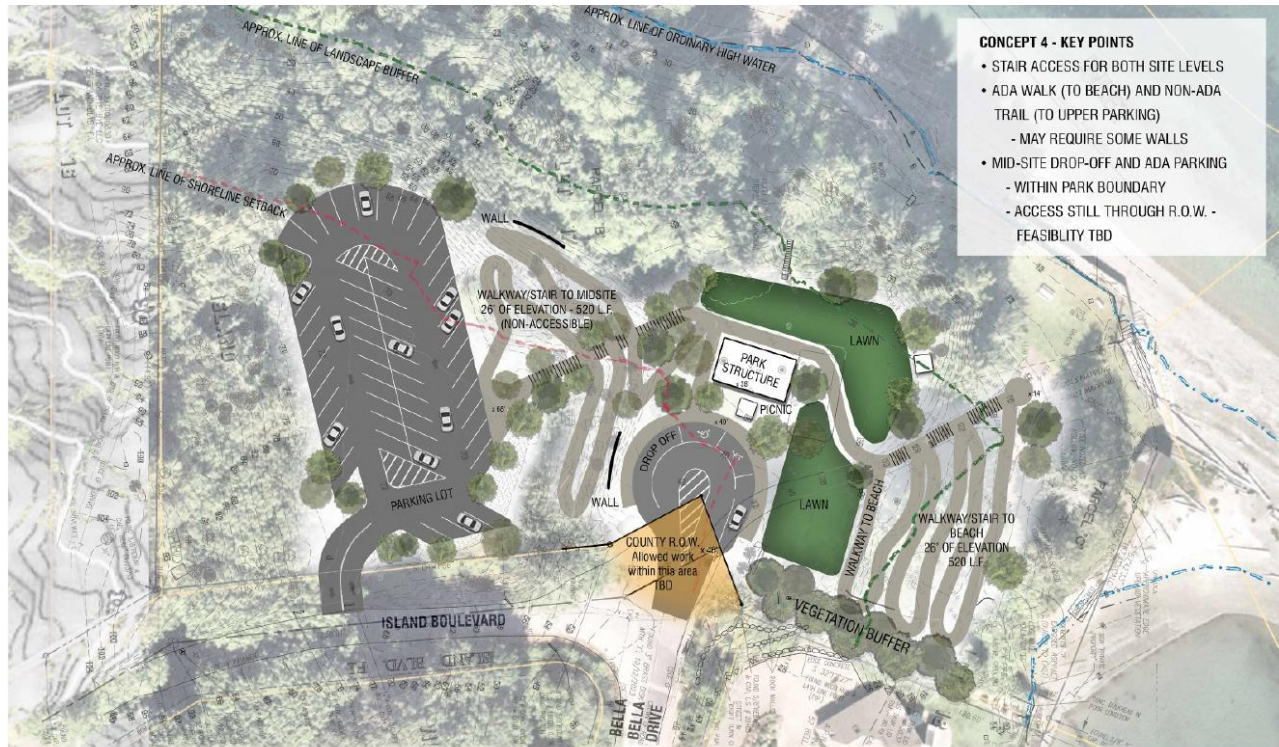
TACOMA DEMOLAY SANDSPIT PARK
CONCEPT 2
JANUARY 10, 2024





- CONCEPT 3 - KEY POINTS**
- ADA ACCESS FROM PARKING TO MIDSITE
 - WOULD REQUIRE REMOVAL & SUBSEQUENT REPLANTING OF TREES
 - CONSIDERABLE GRADING
 - REQUIRES WALLS - ~\$6K / L.F.
 - PARK STRUCTURE DESIGN TO UTILIZE VIEWS
 - NO MID-SITE ACCESS AT R.O.W.
 - PULLOUT-AREA REMOVED
 - PARK PLANTINGS, POSSIBLE SIGN
 - FEASIBILITY WITH R.O.W. TO BE VERIFIED

TACOMA DEMOLAY SANDSPIT PARK
CONCEPT 3
 JANUARY 10, 2024



- CONCEPT 4 - KEY POINTS**
- STAIR ACCESS FOR BOTH SITE LEVELS
 - ADA WALK (TO BEACH) AND NON-ADA TRAIL (TO UPPER PARKING)
 - MAY REQUIRE SOME WALLS
 - MID-SITE DROP-OFF AND ADA PARKING
 - WITHIN PARK BOUNDARY
 - ACCESS STILL THROUGH R.O.W. - FEASIBILITY TBD

TACOMA DEMOLAY SANDSPIT PARK
CONCEPT 4
 JANUARY 10, 2024



Appendix IV
Design Concept Alternative Review Summary

PURPOSE:

This was the second stakeholder group meeting for the project. The purpose of the meeting was to present and discuss the four project design alternatives to members of the stakeholder group, and to intake the group's feedback for ideas, concerns, and priorities for the project design.

DISCUSSION:

After introductions, Baumwelt reviewed the project schedule, master plan process, and project program with the group. Four conceptual design alternates for the park were then presented. The Cascadia Marine Trail campground was not shown yet on any of the concepts but will be shown on the preliminary plan. Input from the stakeholder group regarding the four concepts was gathered and recorded as follows:

Concept 1

- Ideally the drop-off area would be able to accommodate an occasional school bus visit.
 - Currently, school buses are not able to drive up Island Boulevard and turn around.
- A more direct connection (i.e. stairs in addition to the ADA walk) down to the water was desired.
- Spread amenities, such as informational signage or covered picnic areas, throughout the site as opposed to keeping amenities centralized at the mid-site.
- Consideration should be given to construct the new park structure building elsewhere on-site if that permits better access, function, and views.
 - The existing location of the park structure building is not significant to the planning for the future location.
- Consider expanding the landings on walkways to provide greater space for rest areas.
- An accommodation for parking and securing bicycles was desired (for whichever concept is adopted)
- A question was posed about what emergency vehicle access accommodation will be necessary for park development.
 - Discussions with fire marshal are ongoing.

Concept 2

- The layout of the ADA stalls in this concept was generally preferred over the other concepts shown
 - Notable preferred attributes include adjacency to drop off zone, and out of the line-of-sight to avoid blocking views.
- Location of the park structure in this location was desired, as it allowed for greater views of the sandspit and marine environment at the park mid-site location.
 - Moving the location of the park structure allows for a centralized consolidated lawn space.
 - Consider rooftop access on the park structure for users to sit or enjoy

views from a higher elevation.

- Plantings should be placed at the lawn borders to avoid runoff of fertilizer, etc.
 - Minimize the need to use fertilizers.
 - Consider buffering perimeter areas with plant media to filter runoff from the lawn.
 - Keep the site as natural as possible, using native species as opposed to grass.
 - The name Teal Waterstrat, a member of the Nisqually Tribe, was shared as a resource for potential grant funding for native plants for the project.

Concept 3

- The landscape/park-like views into the site at the mid-site were preferred in this concept.
 - It was desirable that infrastructure/cars were not the first thing to be seen when arriving at the park.
- The curvature shown on the building - indicating an architectural response to the views of the water - was preferred.
- The walls and amount of paved walkway/grading shown in this concept were generally not desired.
- Other options besides 5% graded walks were discussed to provide ADA access to different portions of the site.
 - One idea was the possibility of a mechanical lift/elevator.
 - The design team conveyed some of the difficulties operating and maintaining an outdoor lift in a marine environment.
 - If a lift were to be considered, it was discussed that an internal lift inside a building would be the most cost effective.
- The Puyallup Tribe shared that there is a high likelihood of cultural resource discoveries during construction due to the known historical use of the area.
 - Minimizing excavation will help reduce the potential for impacting cultural resources.
- Avoid increasing the lawn area at the mid-site of the park.
 - In general, current lawn size was determined to be adequate.
- A bathroom facility closer to the shore was requested.
 - Concern was expressed that the walk from the spit up to mid-site is far for children, and is even further away when out at low tide.
 - The shoreline setback requirements make restrooms down by the water difficult, but the design team will look at the possibility to include a small restroom partway down the slope closer to the beach.

Concept 4

- In general, the idea of providing both a direct staircase and a switchback for ADA access was desired as shown in this concept.
- Placing parking stalls directly in the drop-off zone was generally not preferred
 - Concern that the view of parked cars would detract from the arrival sequence to the site.
- Incorporating landing spaces throughout the long switchbacks for users to rest was discussed.

- It was understood that landings would require further grading.
 - Minimizing the earthwork on site was desired.
- Incorporating the park structure at the upper level was discussed.
 - It was noted that users will already be in the upper region of the site to park their cars.
 - This would block less views at the mid-site.
 - This would also open more lawn space in the mid-site.
- With the likely acquisitions of the two large parcels nearly doubling the future size of the park, consideration should be given to infrastructure such as trails or stairs needed to access the site south of the proposed parking lot.

General Discussion

Securing the Park

- Concern was shared about future security of the site
 - Particularly after hours – currently when park is closed the site can still be easily accessed.
- Park fencing should be aesthetically pleasing, yet effective at securing the site.
- There was a question about park gate operation and opening/closing time and methods. PenMet shared that:
 - The park will be secured with closed gates every night.
 - Having staff manually close and open the park daily is cost prohibitive.
 - They are considering an automated gate system for the park.
- Concern was shared that an automated gate system could be abused.
 - Visitors could stay after hours after park has closed.
 - Some positives were noted with an automated system, as Harbor WildWatch shared that they conduct after hours research occasionally on-site and an automated gate could allow that effort to continue.

Shoreline Improvements

- The stakeholder group asked for clarity on the amount of useable recreation space down by the water that will be retained.
- There is a desire to provide/retain some public flat space down by the water.
 - A lawn and some picnic amenities would be appreciated if possible.
 - It was understood that shoreline improvements will greatly help with the current erosion problems and failing seawalls, and that lawn area will be reduced to accommodate this restoration.
 - Boy Scouts would like to still utilize a gathering area by the water where they can continue to host their Crossover ceremony.
 - Occurs twice a year.
 - Ceremony to be comprised of 40-60 attendees.
 - Ideally a designated fire pit would be included in this area.
- Pierce Conservation District shared that the shoreline improvements will provide more open beach space in the future to recreate on as well.

Cascadia Marine Trail Campground:

- Due to the dynamic nature of the schedule traveling around local waterways, WWTA suggested alternatives to the proposed reservation system at DeMolay

Park.

- Example: Oak Harbor has campground QR codes to check in on the site.
- Code locks on bathrooms are convenient for marine campers who may use the restroom after hours.
 - Example: LaConner site.
- Provide informative signage for campers on site.
 - This may include, but is not limited to camping rules, how to make camp reservations, and other WWTA information.

Park Signage:

- Incorporate informative and educational signage on the site.
 - Park rules, site history, and native plants, etc.
 - The Puyallup Tribe suggested signage for the native plant species throughout the site.
 - The tribe volunteered to collaborate with PenMet on this effort.
 - Signage should have the potential to be interchangeable.
 - QR codes on signage should be considered – allows for more extensive site information and for content to be updated.

Other:

- All subgrade work should be completed with the first phase of the project, to avoid redoing portions of the park later.
 - A request was made to place additional electrical conduit from the park power source up to the parking lot, in the event that there would be future power needs up there.
 - Stakeholder group members cited this could be useable if a Park Host program were ever to be restarted, or for an event to occur in the upper parking area.
- Retain past Boy Scout constructed improvements where practical.
 - If Scout projects are to be removed, it was requested to notify Troop 27 so that furnishings or improvements could be used at other locations and not discarded.

SUMMARY CONCLUSION:

In general, the layout and arrangement of program elements shown in concept 2 was most favored by members of the stakeholder group. There was a request to consider the upper parking lot as a potential for the park building, and providing direct access to the different levels of the site via stairs in addition to the more gradual ADA walk was encouraged.



DISTRICT COMMISSION MEMO

To: Board of Park Commissioners

Through: Ally Bujacich, Executive Director

Through: Sue O'Neill, Director of Park Services

Date: March 19, 2024

Subject: **Resolution P2024-001 Authorizing the Executive Director to Purchase Park Maintenance Equipment**

Background/Analysis

PenMet Parks maintains an Equipment Replacement Schedule (Schedule) for major capital equipment including vehicles and maintenance equipment. Specific replacement years are established for each vehicle or piece of capital equipment on the Schedule. A comprehensive review of park and facility maintenance equipment needs was completed in early 2024, including equipment that was past its replacement year but not yet replaced. Moving forward, staff will continue to review the schedule and evaluate equipment needs from a functional and performance perspective annually. Replacing aging capital equipment with newer equipment reduces time lost to maintenance and servicing of older equipment, provides safer operations, and increases efficiency.

Quotes for the equipment purchases were obtained through the Washington State Department of Enterprise Services vendors and the vehicles will be purchased under State Contracts. New equipment and vehicles will allow PenMet Parks to continue delivering efficient parks and recreation opportunities for our community.

Funding Analysis

The adopted 2023 Capital Budget included \$52,000 for a new operations vehicle, which wasn't purchased in 2023. PenMet Parks followed the procurement guidelines in Policy P40-102: Purchasing Policy to secure a quote for a 2024 Ford F250 Truck (4WD with lift gate), for a quoted amount of \$63,118, including tax, which exceeds the 2023 Capital Budget amount by \$11,118. If approved at its second reading on March 19, 2024, Resolution RR2024-003 amends the 2024 Capital Budget to increase the budget



appropriation for the new operations vehicle by \$11,118. This vehicle purchase supports operational needs to maintain consistent, high-quality parks and recreation facilities.

The 2024 Equipment Replacement Fund appropriates \$375,212 for equipment replacement. The table below details planned equipment purchases. The 2024 Ford F250 Pickup with liftgate will be purchased using Capital Budget funds. The remaining equipment listed will be purchased with Equipment Replacement funding. The planned equipment purchases support the District's present operational needs and do not represent an in-kind replacement of existing equipment in all cases. The total cost of equipment funded by the Equipment Replacement Fund is \$363,033.18. Quotes for all equipment listed below are included in Exhibit B.

Item	Quote
2024 Ford F250 Pickup, 4WD + Liftgate (capital budget)	\$63,118.00
Ford Transit Van	\$64,574.86
Olympic 16' 14K Equipment Tilt Trailer	\$9,345.15
Toro Pro Force Blower w/DOT Approved Trailer	\$12,754.29
FIMCO Industries Pro Series 12V, 45 Gallon Sprayer	\$1,129.53
John Deere XUV835R 4x4 Gator (Gas)	\$35,221.52
John Deere 1200A Groomer	\$21,054.11
John Deere XUV865R 4x4 Gator (Diesel)	\$36,999.13
Kubota L47 TLB with Forks and Clam Shell Attachments	\$78,406.83
Smithco 78" Tine Reel Assembly with Turf Quake Fracture Tines	\$10,666.76
John Deere 35P Mini Excavator with Bucket and Flail Mower Attachments	\$92,881

Policy Implications/Support

1. Purchasing the identified equipment will advance District goals and objectives, including:
 - a. Effectively manage and maintain assets to preserve existing infrastructure to provide parks and recreation opportunities for the community.
 - b. Balanced financial accountability.
2. The Board approved Resolution RR2022-011 adopting the 2023 Annual Capital Budget and Capital Improvement Plan, which appropriated \$52,000 to purchase a new maintenance and operations vehicle.
3. The Board approved Resolution RR2023-014 approving \$375,212 in the 2024 Equipment Replacement Fund.
4. The Board is considering Resolution RR2024-003 increasing the capital funding available for the new operations vehicle from \$52,000 to \$63,118, an increase of \$11,118.



Staff Recommendation

Staff recommends the Board pass Resolution P2024-001 authorizing the Executive Director to purchase park maintenance equipment.

Committee Recommendation

This action was reviewed by the Park Services Committee at its March 12, 2024 meeting with a recommendation to bring this action to the full Board for its approval at the March 19, 2024 Regular Board meeting.

Staff Contact

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

Attachments:

- Exhibit A: Resolution P2024-001 Authorizing the Executive Director to Purchase Park Maintenance Equipment
- Exhibit B: Quotes for Equipment Purchases



Peninsula Metropolitan Park District

RESOLUTION NO. P2024-001

AUTHORIZING THE EXECUTIVE DIRECTOR TO PURCHASE PARK MAINTENANCE EQUIPMENT

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

WHEREAS, the Board of Park Commissioners adopted the 2023 Annual Capital Budget and Capital Improvement Plan which appropriates \$52,000.00 for a new maintenance and operations vehicle; and

WHEREAS, the Board of Park Commissioners passed Resolution RR2023-014 adopting the 2024 operating budget, which appropriates \$375,212 in the 2024 Equipment Replacement Fund; and

WHEREAS, the Board of Park Commissioners approved Resolution RR2024-003 increasing the capital funding available for the new operations vehicle from \$52,000 to \$63,118, an increase of \$11,118; and

WHEREAS, PenMet Parks followed Policy P40-102: Purchasing / Procurement Policy to solicit pricing for new equipment under the Department of Enterprises Washington State Purchasing Contracts in accordance with RCW 39.34.03

NOW THEREFORE BE IT

RESOLVED, by the Board of Park Commissioners that the Executive Director be authorized to negotiate the terms and conditions and sign the agreements to purchase park maintenance equipment as described in Exhibit A through the Washington State Purchasing Contract in an amount not to exceed \$426,151.18.

The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on March 19, 2024.

Maryellen "Missy" Hill, Board President

Laurel Kingsbury, Board Clerk

Attest: Ally Bujacich



Exhibit A to Resolution P2024-001

Item	Quote
2024 Ford F250 Pickup, 4WD + Liftgate (capital budget)	\$63,118.00
Ford Transit Van	\$64,574.86
Olympic 16' 14K Equipment Tilt Trailer	\$9,345.15
Toro Pro Force Blower w/DOT Approved Trailer	\$12,754.29
FIMCO Industries Pro Series 12V, 45 Gallon Sprayer	\$1,129.53
John Deere XUV835R 4x4 Gator (Gas)	\$35,221.52
John Deere 1200A Groomer	\$21,054.11
John Deere XUV865R 4x4 Gator (Diesel)	\$36,999.13
Kubota L47 TLB with Forks and Clam Shell Attachments	\$78,406.83
Smithco 78" Tine Reel Assembly with Turf Quake Fracture Tines	\$10,666.76
John Deere 35P Mini Excavator with Bucket and Flail Mower Attachments	\$92,881.00

Exhibit B
Quotes for Equipment Purchases

Adam Love

From: NOREPLY@des.wa.gov
Sent: Thursday, February 1, 2024 1:35 PM
To: Adam Love
Cc: descarsystem@des.wa.gov
Subject: Vehicle Quote - 2024-2-25 - PENINSULA METROPOLITAN PARK DISTRICT - 84401

You don't often get email from noreply@des.wa.gov. [Learn why this is important](#)

Vehicle Quote Number: 2024-2-25 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916	Dealer: Bud Clary Ford/Hyundai (W403)	Dealer Contact: Marie Tellinghiusen
		Dealer Phone: (360) 423-4321 Ext: 10945

Organization Information

Organization: PENINSULA METROPOLITAN PARK DISTRICT - 84401
Email: alove@penmetparks.org
Quote Notes:
Vehicle Location: GIG HARBOR

Color Options & Qty

Oxford White (Z1) - 1
Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2024-0821-0001	2024 Ford F250 Pickup, 4WD	1	\$47,366.00	\$47,366.00
2024-0821-0014	Alternative Cab/Wheelbase: Crew Cab, 176WB, 8ft box, 10000# GVWR, 3230# Payload, 48-gallon fuel tank (W2B/176WB)	1	\$3,907.00	\$3,907.00
2024-0821-0034	Upgrade Base Alternator (190-amp w/ gas engines; 250-amp w/ diesel engines) (67D) (No Charge)	1	\$0.00	\$0.00
2024-0821-0038	LT245/75Rx17E BSW All-Terrain Tires (Not available w/ XLT Trim Upgrade) (TBM)	1	\$162.00	\$162.00
2024-0821-0040	Platform Running Boards (Extended/Crew Cabs)(18B)	1	\$437.00	\$437.00
2024-0821-0044	360-Degree Dual Beacon LED Warning Strobes (Amber) (roof-mounted in front of the CHMSL) (91S/59H)	1	\$639.00	\$639.00
2024-0821-0046	LED Roof Marker/Clearance Lamps (standard on F350 DRW) (592)	1	\$94.00	\$94.00
2024-0821-0047	LED Box Lighting (Includes LED Center High-Mounted Stop Lamp CHMSL) (Not available w/ Pickup Box Delete #66D) (66L)	1	\$58.00	\$58.00

2024-0821-0063 Seats: Cloth 40/20/40 split bench w/ center armrest, cupholder and storage, driver side manual lumbar (Crew Cab) (TT1)	1	\$309.00	\$309.00
2024-0821-0212 DELETE two (2) extra RKE Fobs w/ Integrated Flip Keys (will receive 2 factory RKE Fobs only) (DLR) (CREDIT)	1	(\$360.00)	(\$360.00)
2024-0821-0218 Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	1	\$135.00	\$135.00
2024-0821-0219 Floor Mats, HD Rubber Molded, Rear (Weather Tech) (DLR)	1	\$114.00	\$114.00
2024-0821-0220 Flare Kit, 3-piece triangle with storage box, for roadside emergency use (DLR)	1	\$63.00	\$63.00
2024-0821-0221 Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	1	\$47.00	\$47.00

Quote Totals

	Total Vehicles:	1
	Sub Total:	\$52,971.00
	8.5 % Sales Tax:	\$4,502.54
	Quote Total:	\$57,473.54

THE FAB SHOP
10315 16th Street East
Edgewood, WA 98372
Phone: 253-568-9124
Fax: 253-568-9173



Quote PENMET PARKS DEPT
To: 10123 78TH AVE NW
GIG HARBOR, WA 98335
United States

Quotation

Quote Number:	44094	Contact:	ADAM LOVE
Quote Date:	02/02/24	Expires:	04/02/24
Customer:	PENMET PARKS DEPT	Terms:	DUE ON RECEIPT, 1.5% MONTHLY
Quoted by:	TBD	Phone:	(253) 525-9493
Ship Via:	WILL CALL	Fax:	(253) 858-3401

PICKUP LIFTGATE F250

<u>Item</u>	<u>Part Number</u> <u>Description</u>	<u>Quantity</u>	<u>Price</u>
1	27408 LIFT GATE INSTALLATION, PICKUP TRUCK & SERVICE BODY, INSTALLATION ONLY, DOES NOT INCLUDE LIFTGATE COST	1	\$1,533.33 /EA
3	25571 LIFTGATE, 1.3K LB CAP, SERVICE BODY, TOMMY LIFT, G2, 38"D X 49"W, TAPERED STEEL PLATFORM	1	\$3,242.64 /EA
4	43262 LIFTGATE, REAR CAMERA & SENSOR BAR, 2017-22 FORD F250/350, 2015-23 FORD F150, PART#014376	1	\$351.43 /EA
SIDE SENSOR RELOCATION KIT MAY BE NEEDED ON SOME CHASSIS PACKAGES OR EQUIPMENT GROUPS. REFER TO SIDE SENSOR RELOCATION KIT CHART ON TOMMYGATE.COM			
5	WSST TAX SALES TAX 2720 10.1% EDGEWOOD WA	1	\$517.88 /EA

Total: \$5,645.28
Tax as Applicable

Printed Name

Signature

Purchase Order Number

Date

Signed authorization & PO are required to process order.

Vehicle Quote Number: 2024-1-395

[Create Purchase Request](#)

[View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916	Dealer: Bud Clary Ford (W403)	Dealer Contact: Marie Tellinghiusen
		Dealer Phone: (360) 423-4321 Ext: 10945

Organization Information

Organization: PENINSULA METROPOLITAN PARK DISTRICT - 84401
Email: whirzel@penmetparks.org
Quote Notes:
Vehicle Location: GIG HARBOR

Color Options & Qty

Oxford White (YZ) - 1
Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2024-0418-0001	2024 Ford Transit Full-Size Cargo Van	1	\$45,796.00	\$45,796.00
2024-0418-0002	INFORMATION ONLY: Order-to-delivery timing remains very fluid due to the continuing global supply chain shortages, labor instability and high volume of nationwide orders being submitted. Ford Motor Company is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Ford might not be able to provide price protection for vehicles that will need to be re-ordered as 2025 model year. If Ford is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 25MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.	1	\$0.00	\$0.00
2024-0418-0003	INFORMATION ONLY: Bud Clary Ford offers a \$300 prompt payment discount if payment is made within 20 days of vehicle delivery.	1	\$0.00	\$0.00
2024-0418-0004	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. \$500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. \$750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.	1	\$0.00	\$0.00

2024-0418-0005	INFORMATION ONLY: (#010-059 Roof Height/GVWR/Length/All-Wheel Drive) (#060-074 Cargo Door/Glass options) (#075-#076 EcoBoost) (#077-189 Factory options) (#190-196 Extra Cost Metallic Paints) (#200-299 Dealer-Installed Options) (#300-599 Allied Body Works - Cargo Van Upfits: bulkheads, shelving, ladder racks, liftgates, lighting, prisoner transport, etc., are available and will be installed prior to vehicle delivery. To view, at bottom of page, check the box to the right of DISPLAY UPFIT OPTIONS.	1	\$0.00	\$0.00
2024-0418-0006	INFORMATION ONLY: CARGO Vans include Sliding Passenger Side Door, 50/50 Rear Doors w/ 183-degree opening on 130WB, 253-degree opening on 148WB, Glass options are available.	1	\$0.00	\$0.00
2024-0418-0007	BLOCK A: LOW ROOF (Select A1, A2, A3 or A4)	1	\$0.00	\$0.00
2024-0418-0010	A1: LOW ROOF T15, 8800# GVWR, Regular Length, 130 inch Wheelbase, 220 inch Overall Length, 83.6 inch Overall Height, 3.5L PFDI V6 Engine, 10-speed Automatic Transmission, 235/65R16C BSW Tires, 3.73 RAR, (E1Y/101A/998/44U/130WB/TC8/X73/86F) - THIS IS THE BASE VEHICLE, please view Vehicle Standard Specifications for complete description.	1	\$0.00	\$0.00
2024-0418-0055	D3 (NEW): HIGH ROOF EL T35 HD SRW, 9950# GVWR, Extended Length, 148in WB, 266in OL, 109.4in OH, 78.1in Rear Overhang (Includes 4.10 Limited Slip #X4L) (F7X/101A/148WB)	1	\$6,533.00	\$6,533.00
2024-0418-0056	D3 (NEW): All-Wheel Drive (AWD) Upgrade (F8X)	1	\$4,090.00	\$4,090.00
2024-0418-0083	Dual Alternators (250 amps each) (includes Auxiliary Fuse Panel w/ High Spec Interface Connector #87E) (Included w/ Ambulance Prep Package #47B) (includes 110V/400W Power Outlet #90D unless Push Down Manual Parking Brake #90G or 11000# GVWR is ordered) (Must also order 3.5L EcoBoost V6 #99G) (63C)	1	\$1,008.00	\$1,008.00
2024-0418-0085	Vehicle Maintenance Monitor (Includes Engine Hour Meter) (depending on engine, will display engine hour meter, oil life, oil level, tire pressure) (61C)	1	\$43.00	\$43.00
2024-0418-0089	Daytime Running Lights (942)	1	\$44.00	\$44.00
2024-0418-0091	Front Fog Lamps (55D)	1	\$103.00	\$103.00
2024-0418-0094	Back-Up Alarm w/102 dB(A) warning capability (43B)	1	\$148.00	\$148.00
2024-0418-0096	Keyless Entry Keypad (52C)	1	\$94.00	\$94.00
2024-0418-0101	Reverse Sensing System (43R)	1	\$291.00	\$291.00
2024-0418-0116	Front Overhead Shelf (Not available w/ Low Roof) (66D)	1	\$75.00	\$75.00
2024-0418-0119	Running Board, Sliding Passenger-Side Cargo Door only (Covers B-C Pillar) (68H)	1	\$305.00	\$305.00
2024-0418-0121	Trailer Tow Package (Includes Tow/Haul Mode w/ Trailer Wiring Provisions #53D, 4/7-pin connector assembly and rear jumper, relay system for back-up/B+/running lights, frame-mounted hitch receiver) (deletes Rear Recovery Hook) (Does not include Trailer Brake Controller, must be ordered separately if desired) (53B)	1	\$477.00	\$477.00
2024-0418-0122	Trailer Brake Controller (Must also order Trailer Tow Package #53B or Tow/Haul Mode #53D) (67D)	1	\$397.00	\$397.00

2024-0418-0148 Seats: Cloth (Dark Palazzo Grey), 2-way manual (fore/aft/recline) driver and passenger with inboard armrests (21L)	1	\$112.00	\$112.00
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Quote Totals

	Total Vehicles:	1
	Sub Total:	\$59,516.00
	8.5 % Sales Tax:	\$5,058.86
	Quote Total:	\$64,574.86

REPRINTED



Olympic Trailer & Truck Accessories

7830 Martin Way E
Olympia, WA 98516
1-360-357-3065 Phone or Text
Email sales@olympictrailer.com
Website www.olympictrailer.com

Bill To: PENINSULA METROPOLITAN PARKS DIST
PENINSULA METROPOLITAN PARKS DIST
PO BOX 425
GIG HARBOR, WA 98335
253-313-4952

Item #	VIN#	ITEM	COLOR	SIZE	Qty	Price	Ext Price
7660	3CV1C212XR2662371	2024 PJ T6162 2662371 14K/TILT/D-RINGS/MOUNT	BLACK	7X16	1	\$8,550.00	\$8,550.00
303		STATE CONTRACT #00816			1	\$0.00	\$0.00
303		DELIVERED TO GIG HARBOR			1	\$0.00	\$0.00
303		PO#			1	\$0.00	\$0.00

	Subtotal:	\$8,550.00
OLYMPIA TAX	9.3 % Tax:	+ \$795.15
	RECEIPT TOTAL:	\$9,345.15

NO RETURNS AFTER 30 DAYS
NO RETURNS ON ELECTRICAL PARTS
ALL PARTS RETURNS ARE SUBJECT TO A 20% RESTOCK FEE
SPECIAL ORDER ITEMS ARE NOT REFUNDABLE
TRAILER SALES ARE CONSIDERED SPECIAL ORDERS

THANK YOU FOR YOUR BUSINESS
HELD



Date: January 26,

Quotation for Peninsula Met. Park Dist

Quote No:8083750-00

Prepared For: Adam Love	Quote No: 8083750-00
Peninsula Met. Park Dist	iQuote No: 150731
5717 Wollochet Dr NW #3	Sales Person: Alex Hedlund
Gig Harbor, WA 98335	alex.hedlund@turfstar.com (360) 296-8668

***** WA STATE Contract #: 05218 - Pricing subject to change at time of availability – a 2% Setup and a 2% Delivery charge has been added to either the entire quote or the units individually *****

Summary

Configuration Name	Qty	Unit Price	Sub Total	Sales Tax	Total
010-Pro Force Blower W/DOT Approved Trailer	1	\$11,798.60	\$11,798.60	\$955.69	\$12,754.29
Totals:			\$11,798.60	\$955.69	\$12,754.29



Date: January 26,

Item 9.1

Quotation for Peninsula Met. Park Dist

Quote No:8083750-00

Configuration Product Details 010-Pro Force Blower W/DOT Approved Trailer

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
44553	Pro Force Blower W/DOT Approved Trailer	1	\$11,344.80	\$11,344.80	\$918.93	\$12,263.73
FSD1	Setup	1	\$226.90	\$226.90	\$18.38	\$245.28
FSD2	Delivery	1	\$226.90	\$226.90	\$18.38	\$245.28
Totals:						\$12,754.29



Date: January 26,

Item 9.1

Quotation for Peninsula Met. Park Dist

Quote No:8083750-00

Standard Terms and Conditions

Prices including all finance options are subject to change based on Turf Star Western's receipt of product and estimated shipments. Currently, product availability is a minimum of 6-18 months. Your Final Price will be determined at time of shipment. Delivery is FOB point of origin unless otherwise stated.

Office Locations

Northern California:

3928 N.Blattela Lane
Fresno, CA 93727
Fax: (559) 277-7123

2438 Radley Court
Hayward, CA 94545
Fax: (510) 785-3576

11373 Sunrise Gold Circle
Rancho Cordova, CA 95742
Fax: (800) 241-1997

Southern California:

79-253 Country Club Drive
Bermuda Dunes, CA 92203
Fax: (760) 345-4297

955 Beacon Street
Brea, CA 92821
Fax: (800) 775-8873

2110 La Mirada Ste 100
Vista, CA 92083
Fax: (760) 734-4285

Pacific Northwest:

1750 Industrial Dr.NE
Salem, OR 97301
Ph: (503) 691-0250

5869 South 194th
Kent, WA 98032
Fax: (253) 872-6942

2824 East Garland
Spokane, WA 99207
Fax: (509) 483-7563



WARNING:

Cancer and Reproductive Harm-<http://www.P65Warnings.ca.gov>
For more information, please visit <http://www.tcoCAProp65.com>

CALIFORNIA SPARK ARRESTER WARNING

Operation of this equipment in the State of California may create sparks that can start fires around dry vegetation. A spark arrester may be required. The operator should contact local fire agencies for laws or regulations relating to fire prevention requirements.



Pro Force®

TURBINE DEBRIS BLOWER

FEATURES

- 24.6 hp (18.3 kW) Kohler® Command Pro™ engine:
 - Heavy-duty air cleaner
 - Air-cooled
 - Electronically-governed
- Efficient turbine-type axial flow fan assembly design
- Wireless Remote Control:
 - Start and stop the engine from the utility vehicle platform for complete operational control
 - 360 degree nozzle rotation in either direction
 - Adjust engine throttle for power through full RPM range of operation
 - Ergonomic weather-resistant design
- Single-piece impact-resistant plastic nozzle
- Fully-enclosed exhaust system
- Rugged construction includes steel trailer frame and sturdy plastic wheel fenders
- Heavy-Duty Trailer & Tow Hitch is adjustable in height and length to accommodate different towing utility vehicles
- Warranty: Two-year or 1,500 hour limited manufacturer's warranty



Groundsmaster® 360
Pro Force front mount model

A force to be reckoned with.

The Toro® Pro Force® debris blower delivers tremendous air power for fast removal of grass clippings, leaves, aeration cores, or other debris from your golf course, sports field, and maintained turf areas, as well as paved areas such as golf car paths, park trails or parking lots. Operated by a wireless remote control with unmatched functionality, and with design features such as the durable one-piece plastic nozzle, the Pro Force sets a new standard. Experience the new Pro Force debris blower—the better way to get your job done.



Pro Force trailer model –
DOT trailer model available



Pro Force®

The Pro Force is a self-contained engine-driven Debris Blower operated with a hand-held wireless RF controller. It utilizes a high-efficiency turbine-type fan assembly designed to deliver greater air power to clear turf or pavement of leaves, grass clippings, twigs, pine needles or other undesirable debris.







PRO FORCE DEBRIS BLOWER, MODEL 44552, 44553, 44554*	
ENGINE	24.6 hp (18.3 kW) Kohler® Command Pro™ 725 cc, gas, 2-cylinder, air-cooled, electronically-governed
FAN DESIGN	High-efficiency, axial flow, turbine-type fan assembly.
CONTROL	Hand held wireless RF controller provides capability to start and stop the engine, adjust engine throttle up and down for high to low RPM range of operation, and rotate nozzle 360 degrees in either direction. Ergonomic, weather resistant. Note: Model 44554 includes tethered controller and is offered in regions where wireless control is not available.
NOZZLE	Single-piece impact-resistant plastic with 13" outlet diameter.
ROTOR DIAMETER	14" (35.5 cm)
FAN ASSEMBLY DIAMETER	14" (35.5 cm)
WEIGHT	475 lbs. (215.4 kg)
LENGTH	Standard 97" (246 cm) from adjustable tow hitch to nozzle outlet. 18" (45.7 cm) adjustable length for length range of 79"-115" (200.6 - 292.1 cm)
WIDTH	48" (122 cm)
HEIGHT	44" (111.7 cm)
TOW-BEHIND TRAILER	Lawn-tractor style hitch (Category 1). Three hole locations to accommodate varying receiver heights.
TIRE SIZE:	20 x 10-8, 4-ply turf tire.
FENDERS	Custom injection molded plastic.
WARRANTY	Two-year or 1,500 hour limited warranty. See operator's manual for details.




*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only. Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.



Products Based on Your Search

 <p>FIMCO INDUSTRIES PRO SERIES Sprayer 12 Volt:...</p> <p><input type="checkbox"/> Compare</p> <p>Web Price  \$400.62 / each</p>	 <p>FIMCO INDUSTRIES PRO SERIES Sprayer 12 Volt:...</p> <p><input type="checkbox"/> Compare</p> <p>Web Price  \$810.04 / each</p>	 <p>FIMCO INDUSTRIES PRO SERIES Sprayer 12 Volt:...</p> <p><input type="checkbox"/> Compare</p> <p>Web Price  \$878.24 / each</p>
--	---	---

Related Categories

 <p>Skid, Spot and ATV Sprayers</p>	 <p>Sprayers and Spreaders</p>	 <p>Outdoor Equipment</p>
---	---	--

[Skid, Spot and ATV Sprayers](#) / [FIMCO INDUSTRIES PRO SERIES Sprayer 12...](#)



FIMCO INDUSTRIES PRO SERIES Sprayer 12 Volt: 45 gal Tank Capacity, 2.2 gpm Flow Rate, 100 psi

Item 791TT3
 Mfr. Model 3PT-45-PRO-4

Compare

Product Details Catalog Page **N/A**

Brand **FIMCO INDUSTRIES PRO SERIES**

Tank Capacity **45 gal**

Flow Rate **2.2 gpm**

PSI **100 psi**

Hose Length **25 ft**

Hose Material **Rubber**

Spray Distance Vertical **27 ft**

Spray Distance Horizontal **38 ft**

Web Price  **\$1,129.53** / each


This item requires special shipping, additional charges may apply.

Qty

Add to Cart

Ship

Picku
p

 Ships from supplier. Expected to arrive by end of Apr, 2024.


Ship to **98101** | [Change](#)


Shipping Weight **90 lbs**

[Ship Availability Terms](#)

[Add to List](#)

Compliance & Restrictions

 This item is restricted for international sale.

 **WARNING**
 Reprodu...
www.P65warnings.ca.gov

Opening Size **5 in**

Nozzle Type **Adjustable Cone Shaped Pattern**

Includes **Alligator Clips; Anti-Drip Strainer; On/Off Switch**

Length **40 in**

Width **24 in**

Height **26 in**

Product Type **Sprayer 12 Volt**

UNSPSC **0**

Country of Origin **USA (subject to change)**

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- 2000 John Deere Run
Cary, NC 27513

- Signature on all LOIs and POs with a signature line

- Contract name or number; or JD Quote ID

- Sold to street address

- Ship to street address (no PO box)

- Bill to contact name and phone number

- Bill to address

- Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

- Membership number if required by the contract

For any questions, please contact:**Jeremy Weiks**

Pape Machinery, Inc.
2700 136th Ave Ct E
Sumner, WA 98390

Tel: 253-863-4436

Fax: 253-863-1523

Email: jweiks@papemachinery.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

Quote Id: 29351463

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pape Machinery, Inc.
2700 136th Ave Ct E
Sumner, WA 98390
253-863-4436
agsumner@papemachinery.com

Prepared For:

PENMET PARKS

Proposal For:

Delivering Dealer:

Jeremy Weiks

Pape Machinery, Inc.
2700 136th Ave Ct E
Sumner, WA 98390

agsumner@papemachinery.com

Quote Prepared By:

Jeremy Weiks
jweiks@papemachinery.com

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

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Pape Machinery, Inc.
 2700 136th Ave Ct E
 Sumner, WA 98390
 253-863-4436
 agsumner@papemachinery.com

Quote Summary

Prepared For:

PENMET PARKS
 3614 GRANDVIEW ST
 GIG HARBOR, WA 98335
 Business: 253-858-3429
 DMILLER@PENMETPARKS.ORG

Delivering Dealer:

Pape Machinery, Inc.
 Jeremy Weiks
 2700 136th Ave Ct E
 Sumner, WA 98390
 Phone: 253-863-4436
 jweiks@papemachinery.com

This quote is based on Sourcewell Landscaping and Grounds 031121-DAC.

Quote ID: 29351463
Created On: 02 August 2023
Last Modified On: 31 January 2024
Expiration Date: 29 February 2024

Your purchase order must be made out to John Deere Company, 2000 John Deere Run, Cary, NC 27513. Purchase order must also indicate Pape' Machinery as the delivering dealer. Reference Sourcewell Landscaping and Grounds contract # 031121-DAC and this quote ID number. Your P.O must show that the price includes all contract and non-contract items. Please email documents to jweiks@papemachinery.com and I will process the order with John Deere.

Equipment Summary	Selling Price	Qty	=	Extended
JOHN DEERE GATOR™ XUV835R (Model Year 2024)	\$ 31,644.35	1	=	\$ 31,644.35
PowerGard Protection Plan	\$ 938.00	1	=	\$ 938.00
Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)				
Price Effective Date: January 30, 2024				
Sub Total				\$ 32,582.35
Equipment Total				\$ 32,582.35

Trade In Summary	Qty	Each	Extended
JOHN DEERE TX 4X2 GAS GATOR	1	\$ 4,070.00	\$ 4,070.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 4,070.00
Trade In Total			\$ 4,070.00

Salesperson : X _____

Accepted By : X _____

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pape Machinery, Inc.
2700 136th Ave Ct E
Sumner, WA 98390
253-863-4436
agsumner@papemachinery.com

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 32,582.35
Trade In	\$ (4,070.00)
SubTotal	\$ 28,512.35
Sales Tax - (8.10%)	\$ 2,309.50
Est. Service Agreement Tax	\$ 0.00
Total	\$ 30,821.85
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 30,821.85



Selling Equipment

Quote Id: 29351463 **Customer Name:** PENMET PARKS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pape Machinery, Inc.
 2700 136th Ave Ct E
 Sumner, WA 98390
 253-863-4436
 agsumner@papemachinery.com

JOHN DEERE GATOR™ XUV835R (Model Year 2024)

Hours:

Stock Number:

Contract: Sourcewell Grounds Maintenance 031121-DAC
 (PG NB CG 70)

Selling Price *
\$ 31,644.35

Price Effective Date: January 30, 2024

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
574EM	GATOR™ XUV835R (Model Year 2024)	1	\$ 33,749.00	14.00	\$ 4,724.86	\$ 29,024.14	\$ 29,024.14
Standard Options - Per Unit							
182A	Less AutoTrac™/ GreenStar™ Harness	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
183B	Less JDLink™ Hardware	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
0505	Build To Order	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1062	27" Predator Heavy-Duty all-terrain radial tires on 14" Yellow Alloy Wheels	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1950	Less Application	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2032	Split Bench Seat - Stone Cloth	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2350	Park Position in Transmission	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2500	Green and Yellow	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3003	Cargo Box with Spray In Liner, Brake, and Tail Lights	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3101	Cargo Box Power Lift	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
4022	Full Door with Side Mirrors	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
4066	Premium HVAC Cab with Green Roof	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
5006	Front Brush Guard	1	\$ 447.00	14.00	\$ 62.58	\$ 384.42	\$ 384.42
6313	Winch	1	\$ 1,108.00	14.00	\$ 155.12	\$ 952.88	\$ 952.88
Standard Options Total			\$ 1,555.00		\$ 217.70	\$ 1,337.30	\$ 1,337.30
Technology Options/Non-Contract/Open Market							
1880	Less Receiver	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00

Selling Equipment

Quote Id: 29351463 **Customer Name:** PENMET PARKS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

 Pape Machinery, Inc.
 2700 136th Ave Ct E
 Sumner, WA 98390
 253-863-4436
 agsumner@papemachinery.com

1900	Less Display	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
	Technology Options Total		\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
BM22767	Rear Bumper	1	\$ 260.01	14.00	\$ 36.40	\$ 223.61	\$ 223.61
BUC11656	Front Fender Guard	1	\$ 267.80	14.00	\$ 37.49	\$ 230.31	\$ 230.31
BUC11320	Cargo Box Fender Guard	1	\$ 228.99	14.00	\$ 32.06	\$ 196.93	\$ 196.93
BUC10245	Rear panel glass protector	1	\$ 266.43	14.00	\$ 37.30	\$ 229.13	\$ 229.13
BM26391	Horn Kit	1	\$ 40.66	14.00	\$ 5.69	\$ 34.97	\$ 34.97
BUC10608	Front Turn Signal Light Kit	1	\$ 107.00	14.00	\$ 14.98	\$ 92.02	\$ 92.02
BUC10804	Backup Alarm	1	\$ 134.81	14.00	\$ 18.87	\$ 115.94	\$ 115.94
	Dealer Attachments Total		\$ 1,305.70		\$ 182.79	\$ 1,122.91	\$ 1,122.91
Value Added Services							
	PowerGard Protection Plan	1	\$ 938.00			\$ 938.00	\$ 938.00
	Value Added Services Total		\$ 938.00			\$ 938.00	\$ 938.00
Fees							
	Delivery	1	160.00			160.00	160.00
	Equipment Fees Total		\$ 160.00			\$ 160.00	\$ 160.00
Total Selling Price			\$ 36,769.70		\$ 5,125.35	\$ 31,644.35	\$ 32,582.35

Trade-in

Quote Id: 29351463

Customer Name: PENMET PARKS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

JOHN DEERE TX 4X2 GAS GATOR

Machine Details

Description	Net Trade Value
JOHN DEERE TX 4X2 GAS GATOR	\$ 4,070.00

Your Trade In Description
Additional Options

Hour Meter Reading	556	
Total		\$ 4,070.00

Extended Warranty Proposal

PowerGard™ Protection Plan

Turf					
Date : January 31, 2024					
Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type:	New	Deductible:	\$ 0
Equipment Type	Turf	Coverage:	Comprehensive	Quoted Price	\$ 938.00
Model	XUV835R	Total Months:	36		
Country	US	Total Hours:	600	Date Quoted	January 31, 2024
MFWD/Tracks	N				
Scraper Use					
<small>THIS PROPOSAL IS VALID FOR 30-DAYS FROM DATE ISSUED. GRACE pricing is offered only early during the Deere basic warranty period and has no surcharges. After this period, DELAYED PURCHASE pricing (surcharged) is offered later during the John Deere Basic Warranty. Many PowerGard quotes presented in the Delayed Purchase Period will require inspection/certification process and must also past fluid testing. The Total Months and Total Hours listed above include the John Deere Basic Warranty terms (24 months / 2000 hours on Tractors, 24 months on Golf & Turf Products, 12 months for all AG Harvesting and Sprayer equipment, and 12 months/1000 hours on most Gator Utility Vehicles). "Limited" Plan coverage = Engine & Powertrain only. "Comprehensive" Plan coverage = Full Machine.</small>					

PowerGard Protection Proposal Prepared for: *I have been offered this extended warranty and*

Customer Name - Please Print

I ACCEPT the PowerGard Protection

I DECLINE the PowerGard Protection

Customer Signature

If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific PowerGard Protection coverage terms and conditions, please refer to the actual PowerGard Protection Plan contract for more information and the terms, conditions and limitations of the agreement.

What PowerGard Protection is :

The PowerGard Protection Plan is an **extended warranty** program for reimbursement on parts and labour for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Commercial and Agricultural equipment, who purchase the PowerGard Plans for the desired coverage as indicated in this proposal.

What PowerGard Protection is not :

PowerGard Protection is **not insurance**. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income or loss of value of crops during or after an equipment failure. See the actual product-specific PowerGard Protection Plan agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

PowerGard protection include the following features and benefits under the program :

- Pays for parts and labour costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.
- PowerGard Protection agreements ensure that only Genuine John Deere Parts are used in all repairs,
- PowerGard coverage is fully transferable to future owners, with no transfer fees when coverage remains,
- PowerGard ensures higher resale value and makes equipment more marketable during the sale or trade-in,
- PowerGard allows you to budget your total cost of ownership, with financing available through John Deere Credit or other sources,
- PowerGard helps prevent large, unexpected repair bills during later years of equipment ownership, in exchange for a smaller protection fee up front.



JDLink Account Setup Form

THIS FORM MUST BE TURNED IN TO REGION SALES ADMINISTRATOR AT THE TIME OF SETTLEMENT.

Territory Manager

CSA

Machine Serial Number

Company/Customer Name

Business Address

Phone

JDLink Admin Information

First Name

Last Name

E-mail Address

Ask customer if they have an existing MyJohnDeere/JDLink Account

Sales Admin Initials

MJD/JDLink Username

Opt Out of Active Data Monitoring

Terminate the collection or sharing of JDLink data for use in monitoring or diagnosing or providing service solutions.

By signing you agree to cancel subscriptions, disengage the data collection modules, and are deactivating your machine permanently.

Signature

Date

SALES ADMINISTRATOR MUST SUBMIT COMPLETED FORM WITH SETTLEMENT PAPERWORK

TERMS AND CONDITIONS OF SALE

TERMS AND CONDITIONS OF SALE: Sales Orders are based on the terms and conditions stated herein. Unless otherwise provided on the face hereof, offers are good for acceptance for a period of 30 days from the date hereof. An order by the Buyer shall constitute an acceptance of the terms and conditions herein proposed. If, and only if, no offer of sale is issued by Seller, then the invoice shall be deemed: an acceptance of the Buyer's order; a written confirmation; and a final, complete, and exclusive written expression of the agreement between Seller and Buyer. Buyer is hereby notified that additional or different terms from those contained herein are objectionable.

1. Taxes. Buyer shall pay all local, state, and federal taxes arising from or related to any sale or lease to which this document relates, except for taxes upon or measured by net income of Seller.

2. Delivery. Stated or promised delivery dates are estimates only based upon Seller's best judgment and Seller shall not be responsible for deliveries later than promised regardless of the cause. Delivery periods are projected from the date of receipt of any order by Seller, but if equipment to be furnished by Seller is to be manufactured specifically to fill a particular order, delivery periods will be projected from the date of Seller's receipt of complete manufacturing information. If the furnishing of equipment on orders accepted by Seller is hindered or prevented by public authority or by the existence of war or other contingencies, including, but not limited to, shortage of materials, fires, labor difficulties, accidents, delays in manufacture or transportation, acts of God, embargoes, inability to ship, inability to insure against war risks or substantially increased prices or freight rates, or other causes beyond Seller's control, the obligation to fill or complete such orders shall be excused by Seller's option.

3. Transportation and Claims. Prices quoted are net F.O.B. point designated in writing by Seller. When no F.O.B. point is designated in writing by Seller, prices for new equipment shall be deemed to be net F.O.B. point of manufacture and prices for all other equipment shall be deemed to be F.O.B. Seller's place of business at which the order for the equipment is accepted. When transportation is allowed, the price charged will be adjusted to reflect the lowest transportation rates in effect at the time of shipment even though such rates may differ from those quoted by Seller. Seller's responsibility for the equipment shall cease and all risk of loss shall become the Buyer's upon delivery of the equipment to the first carrier for shipment to the Buyer or his consignee, even though such delivery shall be made prior to the arrival of the equipment at the F.O.B. point designated, and any and all claims for shortages, deliveries, damages or non-delivery must be made by the Buyer or his consignee to the carrier. Seller shall in no event be responsible for shortages in shipments unless notice of such shortage is given in writing to Seller within 15 days after receipt of shipment.

4. Payment and Security. Buyer agrees to pay in full for the equipment at time of delivery. Buyer agrees to pay the late charge on any past due balance at the rate of 18% per annum. The signator warrants that he/she has authority to execute this order on behalf of any party for whom he/she signs, and that such party has the power to enter into this agreement and perform its terms. As security for all of Buyer's obligations to Seller, Buyer grants to Seller a security interest in the equipment and authorizes Seller to file all documents necessary to perfect Seller's security interest. The security interest granted hereunder is in addition to any other rights available to Seller, and Seller shall have all of the rights and remedies available to a secured party under the Uniform Commercial Code, all of which are cumulative. Throughout the duration of Seller's security interest. Buyer shall keep the equipment fully insured against theft and loss or damage by fire and other casualty as Seller may from time to time require in accordance with such terms as Seller may require.

5. Buyer to Furnish. Performance by Seller is subject to the Buyer furnishing a satisfactory credit rating certificate, letter of credit, evidence of financing, or any other similar papers necessary for the satisfactory completion of such order.

6. Laws Governing. All orders will be governed by the laws of the State of Oregon.

7. Assignment. The right to any monies due or to become due hereunder may be assigned by Seller, and Buyer, upon receiving notice of such assignment, shall make payment as directed.

8. Limitations of Warranties. If "NEW" warranty is indicated on the reverse side or if new equipment is purchased hereunder, all warranties are strictly given only by the manufacturer. Copies of manufacturer's warranty can be obtained from Seller. If "USED" warranty is indicated on the reverse side. Seller hereby warrants to Buyer that the equipment or components thereof designated on the reverse side, shall be free under normal use and service from defects in material and workmanship for the period shown, commencing on the date of delivery. Buyer's exclusive remedy for breach of the limited warranty shall be the repair or replacement of the warranted equipment without charge to Buyer when returned at Buyer's expense to the Seller's facility where the equipment was purchased, with proof of purchase. Buyer must give notice of any warranty claim not later than 7 days after the expiration of the warranty period and must return the equipment to Seller for repair or replacement no later than 30 days after expiration of the warranty period. Any action against Seller for breach of the limited warranty must be commenced within one year after the date of delivery of the equipment. Seller's warranty does not extend to any defect, claim, or damage attributable to the failure to operate and/or maintain the equipment in accordance with the manufacturer's specifications, or due to the failure to operate or maintain the equipment in accordance with any recommendations of Seller. If "AS IS" is indicated on the reverse side, no warranty of any kind is being given and the equipment is being sold with all faults. THE WARRANTIES IN THIS PARAGRAPH AND ON THE REVERSE SIDE ARE THE EXCLUSIVE WARRANTIES GIVEN BY SELLER AND SUPERSEDE ANY PRIOR, CONTRARY, OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OR DEFECTIVE OPERATION OF THE EQUIPMENT; NOR WILL SELLER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

9. Rental Purchase Option. If rental purchase option (RPO) is granted in any addendum, the purchase price shall be tendered to Seller coincidentally with the exercise of the purchase option provided that Buyer is not then in default in performing all of the terms and conditions of lease with Seller.

10. Notice. This paragraph shall serve as notice that The Papé Group, Inc. has assigned its rights to sell its rental equipment (as may be described in this sales order) and its rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange as part of an IRC Sec. 1031 exchange.

11. Attorneys Fees. In the event suit or action is instituted against Buyer on account of or in connection with or based upon the terms hereof, the Buyer agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable attorney's fees in both the trial and appellate courts, or in connection with any bankruptcy proceeding.

12. Entire Agreement. The foregoing and any addendum shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guarantees, or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party. Each party may transmit its signature by facsimile to the other party and such facsimile signatures shall have the same force and effect as an original signature.

Notice: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at:

<http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- 2000 John Deere Run
Cary, NC 27513

- Signature on all LOIs and POs with a signature line

- Contract name or number; or JD Quote ID

- Sold to street address

- Ship to street address (no PO box)

- Bill to contact name and phone number

- Bill to address

- Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

- Membership number if required by the contract

For any questions, please contact:**Rick Michel**

Pacific Golf & Turf
1818 Bickford Avenue
Snohomish, WA 98290

Tel: 360-568-7798

Fax: 360-568-2248

Email: rmichel@pacificgolfturf.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

 Pacific Golf & Turf
 1818 Bickford Avenue
 Snohomish, WA 98290
 360-568-7798
 WTaft@pacificgolfturf.com

Quote Summary

Prepared For:

 PENMET PARKS
 3614 GRANDVIEW ST
 GIG HARBOR, WA 98335
 Business: 253-858-3429
 DMILLER@PENMETPARKS.ORG

Delivering Dealer:
Pacific Golf & Turf
 Rick Michel
 1818 Bickford Avenue
 Snohomish, WA 98290
 Phone: 360-568-7798
 rmichel@pacificgolfturf.com

Quote ID: 30318013
Created On: 02 February 2024
Last Modified On: 02 February 2024
Expiration Date: 31 October 2024

Equipment Summary	Selling Price	Qty	=	Extended
JOHN DEERE 1200A Bunker and Field Rake	\$ 19,476.51	1	=	\$ 19,476.51
Contract: WA Lawn and Grounds 05218 (PG 4S CG 22)				
Price Effective Date: February 1, 2024				
Equipment Total				\$ 19,476.51

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 19,476.51
Trade In	
SubTotal	\$ 19,476.51
Sales Tax - (8.10%)	\$ 1,577.60
Est. Service Agreement Tax	\$ 0.00
Total	\$ 21,054.11
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 21,054.11

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 30318013 **Customer Name:** PENMET PARKS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pacific Golf & Turf
 1818 Bickford Avenue
 Snohomish, WA 98290
 360-568-7798
 WTaft@pacificgolfturf.com

JOHN DEERE 1200A Bunker and Field Rake

Hours:

Stock Number:

Contract: WA Lawn and Grounds 05218 (PG 4S CG 22)

Selling Price *

Price Effective Date: February 1, 2024

\$ 19,476.51

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
4300TC	1200A Bunker and Field Rake	1	\$ 22,444.00	22.50	\$ 5,049.90	\$ 17,394.10	\$ 17,394.10
Standard Options - Per Unit							
001A	US/Canada	1	\$ 0.00	22.50	\$ 0.00	\$ 0.00	\$ 0.00
0443	OM Non CE English/ Spanish	1	\$ 0.00	22.50	\$ 0.00	\$ 0.00	\$ 0.00
1001	Rear Frame	1	\$ 0.00	22.50	\$ 0.00	\$ 0.00	\$ 0.00
2000	Bunker Rake (Serrated Blades)	1	\$ 0.00	22.50	\$ 0.00	\$ 0.00	\$ 0.00
3000	(3) Knobby Hi-Flotation Tires and Wheels	1	\$ 0.00	22.50	\$ 0.00	\$ 0.00	\$ 0.00
9011	Mid-Mount Base	1	\$ 769.00	22.50	\$ 173.03	\$ 595.97	\$ 595.97
9012	Wide Scarifier (Interval) Tines	1	\$ 661.00	22.50	\$ 148.73	\$ 512.27	\$ 512.27
9020	40 In. Front Blade	1	\$ 912.00	22.50	\$ 205.20	\$ 706.80	\$ 706.80
9702	LED Work Light Kit	1	\$ 345.00	22.50	\$ 77.63	\$ 267.37	\$ 267.37
Standard Options Total			\$ 2,687.00		\$ 604.59	\$ 2,082.41	\$ 2,082.41
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 25,131.00		\$ 5,654.49	\$ 19,476.51	\$ 19,476.51

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- 2000 John Deere Run
Cary, NC 27513

- Signature on all LOIs and POs with a signature line

- Contract name or number; or JD Quote ID

- Sold to street address

- Ship to street address (no PO box)

- Bill to contact name and phone number

- Bill to address

- Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

- Membership number if required by the contract

For any questions, please contact:**Jeremy Weiks**

Pape Machinery, Inc.
2700 136th Ave Ct E
Sumner, WA 98390

Tel: 253-863-4436

Fax: 253-863-1523

Email: jweiks@papemachinery.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

Quote Id: 29351463

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pape Machinery, Inc.
2700 136th Ave Ct E
Sumner, WA 98390
253-863-4436
agsumner@papemachinery.com

Prepared For:

PENMET PARKS

Proposal For:

Delivering Dealer:

Jeremy Weiks

Pape Machinery, Inc.
2700 136th Ave Ct E
Sumner, WA 98390

agsumner@papemachinery.com

Quote Prepared By:

Jeremy Weiks
jweiks@papemachinery.com

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pape Machinery, Inc.
 2700 136th Ave Ct E
 Sumner, WA 98390
 253-863-4436
 agsumner@papemachinery.com

Quote Summary

Prepared For:

PENMET PARKS
 3614 GRANDVIEW ST
 GIG HARBOR, WA 98335
 Business: 253-858-3429
 DMILLER@PENMETPARKS.ORG

Delivering Dealer:

Pape Machinery, Inc.
 Jeremy Weiks
 2700 136th Ave Ct E
 Sumner, WA 98390
 Phone: 253-863-4436
 jweiks@papemachinery.com

This quote is based on Sourcewell Landscaping and Grounds 031121-DAC.

Quote ID: 29351463
Created On: 02 August 2023
Last Modified On: 31 January 2024
Expiration Date: 29 February 2024

Your purchase order must be made out to John Deere Company, 2000 John Deere Run, Cary, NC 27513. Purchase order must also indicate Pape' Machinery as the delivering dealer. Reference Sourcewell Landscaping and Grounds contract # 031121-DAC and this quote ID number. Your P.O must show that the price includes all contract and non-contract items. Please email documents to jweiks@papemachinery.com and I will process the order with John Deere.

Equipment Summary	Selling Price	Qty	=	Extended
JOHN DEERE GATOR™ XUV865R (Model Year 2024)	\$ 33,288.76	1	=	\$ 33,288.76
PowerGard Protection Plan	\$ 938.00	1	=	\$ 938.00
Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)				
Price Effective Date: January 30, 2024				
Sub Total				\$ 34,226.76
Equipment Total				\$ 34,226.76

Trade In Summary	Qty	Each	Extended
JOHN DEERE TX 4X2 GAS GATOR	1	\$ 4,070.00	\$ 4,070.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 4,070.00
Trade In Total			\$ 4,070.00

Salesperson : X _____

Accepted By : X _____

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pape Machinery, Inc.
2700 136th Ave Ct E
Sumner, WA 98390
253-863-4436
agsumner@papemachinery.com

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 34,226.76
Trade In	\$ (4,070.00)
SubTotal	\$ 30,156.76
Sales Tax - (8.10%)	\$ 2,442.70
Est. Service Agreement Tax	\$ 0.00
Total	\$ 32,599.46
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 32,599.46

Selling Equipment

Quote Id: 29351463 **Customer Name:** PENMET PARKS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pape Machinery, Inc.
 2700 136th Ave Ct E
 Sumner, WA 98390
 253-863-4436
 agsumner@papemachinery.com

JOHN DEERE GATOR™ XUV865R (Model Year 2024)

Hours:

Stock Number:

Contract: Sourcewell Grounds Maintenance 031121-DAC
 (PG NB CG 70)

Selling Price *
\$ 33,288.76

Price Effective Date: January 30, 2024

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
577CM	GATOR™ XUV865R (Model Year 2024)	1	\$ 35,449.00	14.00	\$ 4,962.86	\$ 30,486.14	\$ 30,486.14
Standard Options - Per Unit							
182A	Less AutoTrac™/ GreenStar™ Harness	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
183B	Less JDLink™ Hardware	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
0505	Build To Order	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1062	27" Predator Heavy-Duty all-terrain radial tires on 14" Yellow Alloy Wheels	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1950	Less Application	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2032	Split Bench Seat - Stone Cloth	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2350	Park Position in Transmission	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2500	Green and Yellow	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3003	Cargo Box with Spray In Liner, Brake, and Tail Lights	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3101	Cargo Box Power Lift	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
4022	Full Door with Side Mirrors	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
4066	Premium HVAC Cab with Green Roof	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
5006	Front Brush Guard	1	\$ 447.00	14.00	\$ 62.58	\$ 384.42	\$ 384.42
6313	Winch	1	\$ 1,108.00	14.00	\$ 155.12	\$ 952.88	\$ 952.88
Standard Options Total			\$ 1,555.00		\$ 217.70	\$ 1,337.30	\$ 1,337.30
Technology Options/Non-Contract/Open Market							
1880	Less Receiver	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00

Selling Equipment

Quote Id: 29351463 **Customer Name:** PENMET PARKS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

 Pape Machinery, Inc.
 2700 136th Ave Ct E
 Sumner, WA 98390
 253-863-4436
 agsumner@papemachinery.com

1900	Less Display	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
	Technology Options Total		\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
BM22767	Rear Bumper	1	\$ 260.01	14.00	\$ 36.40	\$ 223.61	\$ 223.61
BUC11656	Front Fender Guard	1	\$ 267.80	14.00	\$ 37.49	\$ 230.31	\$ 230.31
BUC11320	Cargo Box Fender Guard	1	\$ 228.99	14.00	\$ 32.06	\$ 196.93	\$ 196.93
BUC10245	Rear panel glass protector	1	\$ 266.43	14.00	\$ 37.30	\$ 229.13	\$ 229.13
BM26391	Horn Kit	1	\$ 40.66	14.00	\$ 5.69	\$ 34.97	\$ 34.97
BUC10608	Front Turn Signal Light Kit	1	\$ 107.00	14.00	\$ 14.98	\$ 92.02	\$ 92.02
BUC10804	Backup Alarm	1	\$ 134.81	14.00	\$ 18.87	\$ 115.94	\$ 115.94
AM882530	Adaptor Parts for Engine Coolant Heater	1	\$ 116.48	14.00	\$ 16.31	\$ 100.17	\$ 100.17
AR87167	Engine Coolant Heater (110 V)	1	\$ 95.63	14.00	\$ 13.39	\$ 82.24	\$ 82.24
	Dealer Attachments Total		\$ 1,517.81		\$ 212.49	\$ 1,305.32	\$ 1,305.32
Value Added Services							
	PowerGard Protection Plan	1	\$ 938.00			\$ 938.00	\$ 938.00
	Value Added Services Total		\$ 938.00			\$ 938.00	\$ 938.00
Fees							
	Delivery	1	160.00			160.00	160.00
	Equipment Fees Total		\$ 160.00			\$ 160.00	\$ 160.00
Total Selling Price			\$ 38,681.81		\$ 5,393.05	\$ 33,288.76	\$ 34,226.76

Trade-in

Quote Id: 29351463

Customer Name: PENMET PARKS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

JOHN DEERE TX 4X2 GAS GATOR
Machine Details

Description	Net Trade Value
JOHN DEERE TX 4X2 GAS GATOR	\$ 4,070.00

Your Trade In Description
Additional Options

Hour Meter Reading	556	
Total		\$ 4,070.00

Extended Warranty Proposal

PowerGard™ Protection Plan

Turf					
Date : January 31, 2024					
Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type:	New	Deductible:	\$ 0
Equipment Type	Turf	Coverage:	Comprehensive	Quoted Price	\$ 938.00
Model	XUV865R	Total Months:	36		
Country	US	Total Hours:	600	Date Quoted	January 31, 2024
MFWD/Tracks	N				
Scraper Use					
<small>THIS PROPOSAL IS VALID FOR 30-DAYS FROM DATE ISSUED. GRACE pricing is offered only early during the Deere basic warranty period and has no surcharges. After this period, DELAYED PURCHASE pricing (surcharged) is offered later during the John Deere Basic Warranty. Many PowerGard quotes presented in the Delayed Purchase Period will require inspection/certification process and must also past fluid testing. The Total Months and Total Hours listed above include the John Deere Basic Warranty terms (24 months / 2000 hours on Tractors, 24 months on Golf & Turf Products, 12 months for all AG Harvesting and Sprayer equipment, and 12 months/1000 hours on most Gator Utility Vehicles). "Limited" Plan coverage = Engine & Powertrain only. "Comprehensive" Plan coverage = Full Machine.</small>					

PowerGard Protection Proposal Prepared for: *I have been offered this extended warranty and*

Customer Name - Please Print

I ACCEPT the PowerGard Protection

I DECLINE the PowerGard Protection

Customer Signature

If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is not a contract. For specific PowerGard Protection coverage terms and conditions, please refer to the actual PowerGard Protection Plan contract for more information and the terms, conditions and limitations of the agreement.

What PowerGard Protection is :

The PowerGard Protection Plan is an **extended warranty** program for reimbursement on parts and labour for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Commercial and Agricultural equipment, who purchase the PowerGard Plans for the desired coverage as indicated in this proposal.

What PowerGard Protection is not :

PowerGard Protection is **not insurance**. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income or loss of value of crops during or after an equipment failure. See the actual product-specific PowerGard Protection Plan agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

PowerGard protection include the following features and benefits under the program :

- Pays for parts and labour costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.
- PowerGard Protection agreements ensure that only Genuine John Deere Parts are used in all repairs,
- PowerGard coverage is fully transferable to future owners, with no transfer fees when coverage remains,
- PowerGard ensures higher resale value and makes equipment more marketable during the sale or trade-in,
- PowerGard allows you to budget your total cost of ownership, with financing available through John Deere Credit or other sources,
- PowerGard helps prevent large, unexpected repair bills during later years of equipment ownership, in exchange for a smaller protection fee up front.



JDLink Account Setup Form

THIS FORM MUST BE TURNED IN TO REGION SALES ADMINISTRATOR AT THE TIME OF SETTLEMENT.

Territory Manager

CSA

Machine Serial Number

Company/Customer Name

Business Address

Phone

JDLink Admin Information

First Name

Last Name

E-mail Address

Ask customer if they have an existing MyJohnDeere/JDLink Account

Sales Admin Initials

MJD/JDLink Username

Opt Out of Active Data Monitoring

Terminate the collection or sharing of JDLink data for use in monitoring or diagnosing or providing service solutions.

By signing you agree to cancel subscriptions, disengage the data collection modules, and are deactivating your machine permanently.

Signature

Date

SALES ADMINISTRATOR MUST SUBMIT COMPLETED FORM WITH SETTLEMENT PAPERWORK

TERMS AND CONDITIONS OF SALE

TERMS AND CONDITIONS OF SALE: Sales Orders are based on the terms and conditions stated herein. Unless otherwise provided on the face hereof, offers are good for acceptance for a period of 30 days from the date hereof. An order by the Buyer shall constitute an acceptance of the terms and conditions herein proposed. If, and only if, no offer of sale is issued by Seller, then the invoice shall be deemed: an acceptance of the Buyer's order; a written confirmation; and a final, complete, and exclusive written expression of the agreement between Seller and Buyer. Buyer is hereby notified that additional or different terms from those contained herein are objectionable.

1. **Taxes.** Buyer shall pay all local, state, and federal taxes arising from or related to any sale or lease to which this document relates, except for taxes upon or measured by net income of Seller.

2. **Delivery.** Stated or promised delivery dates are estimates only based upon Seller's best judgment and Seller shall not be responsible for deliveries later than promised regardless of the cause. Delivery periods are projected from the date of receipt of any order by Seller, but if equipment to be furnished by Seller is to be manufactured specifically to fill a particular order, delivery periods will be projected from the date of Seller's receipt of complete manufacturing information. If the furnishing of equipment on orders accepted by Seller is hindered or prevented by public authority or by the existence of war or other contingencies, including, but not limited to, shortage of materials, fires, labor difficulties, accidents, delays in manufacture or transportation, acts of God, embargoes, inability to ship, inability to insure against war risks or substantially increased prices or freight rates, or other causes beyond Seller's control, the obligation to fill or complete such orders shall be excused by Seller's option.

3. **Transportation and Claims.** Prices quoted are net F.O.B. point designated in writing by Seller. When no F.O.B. point is designated in writing by Seller, prices for new equipment shall be deemed to be net F.O.B. point of manufacture and prices for all other equipment shall be deemed to be F.O.B. Seller's place of business at which the order for the equipment is accepted. When transportation is allowed, the price charged will be adjusted to reflect the lowest transportation rates in effect at the time of shipment even though such rates may differ from those quoted by Seller. Seller's responsibility for the equipment shall cease and all risk of loss shall become the Buyer's upon delivery of the equipment to the first carrier for shipment to the Buyer or his consignee, even though such delivery shall be made prior to the arrival of the equipment at the F.O.B. point designated, and any and all claims for shortages, deliveries, damages or non-delivery must be made by the Buyer or his consignee to the carrier. Seller shall in no event be responsible for shortages in shipments unless notice of such shortage is given in writing to Seller within 15 days after receipt of shipment.

4. **Payment and Security.** Buyer agrees to pay in full for the equipment at time of delivery. Buyer agrees to pay the late charge on any past due balance at the rate of 18% per annum. The signator warrants that he/she has authority to execute this order on behalf of any party for whom he/she signs, and that such party has the power to enter into this agreement and perform its terms. As security for all of Buyer's obligations to Seller, Buyer grants to Seller a security interest in the equipment and authorizes Seller to file all documents necessary to perfect Seller's security interest. The security interest granted hereunder is in addition to any other rights available to Seller, and Seller shall have all of the rights and remedies available to a secured party under the Uniform Commercial Code, all of which are cumulative. Throughout the duration of Seller's security interest. Buyer shall keep the equipment fully insured against theft and loss or damage by fire and other casualty as Seller may from time to time require in accordance with such terms as Seller may require.

5. **Buyer to Furnish.** Performance by Seller is subject to the Buyer furnishing a satisfactory credit rating certificate, letter of credit, evidence of financing, or any other similar papers necessary for the satisfactory completion of such order.

6. **Laws Governing.** All orders will be governed by the laws of the State of Oregon.

7. **Assignment.** The right to any monies due or to become due hereunder may be assigned by Seller, and Buyer, upon receiving notice of such assignment, shall make payment as directed.

8. **Limitations of Warranties.** If "NEW" warranty is indicated on the reverse side or if new equipment is purchased hereunder, all warranties are strictly given only by the manufacturer. Copies of manufacturer's warranty can be obtained from Seller. If "USED" warranty is indicated on the reverse side. Seller hereby warrants to Buyer that the equipment or components thereof designated on the reverse side, shall be free under normal use and service from defects in material and workmanship for the period shown, commencing on the date of delivery. Buyer's exclusive remedy for breach of the limited warranty shall be the repair or replacement of the warranted equipment without charge to Buyer when returned at Buyer's expense to the Seller's facility where the equipment was purchased, with proof of purchase. Buyer must give notice of any warranty claim not later than 7 days after the expiration of the warranty period and must return the equipment to Seller for repair or replacement no later than 30 days after expiration of the warranty period. Any action against Seller for breach of the limited warranty must be commenced within one year after the date of delivery of the equipment. Seller's warranty does not extend to any defect, claim, or damage attributable to the failure to operate and/or maintain the equipment in accordance with the manufacturer's specifications, or due to the failure to operate or maintain the equipment in accordance with any recommendations of Seller. If "AS IS" is indicated on the reverse side, no warranty of any kind is being given and the equipment is being sold with all faults. THE WARRANTIES IN THIS PARAGRAPH AND ON THE REVERSE SIDE ARE THE EXCLUSIVE WARRANTIES GIVEN BY SELLER AND SUPERSEDE ANY PRIOR, CONTRARY, OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OR DEFECTIVE OPERATION OF THE EQUIPMENT; NOR WILL SELLER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

9. **Rental Purchase Option.** If rental purchase option (RPO) is granted in any addendum, the purchase price shall be tendered to Seller coincidentally with the exercise of the purchase option provided that Buyer is not then in default in performing all of the terms and conditions of lease with Seller.

10. **Notice.** This paragraph shall serve as notice that The Papé Group, Inc. has assigned its rights to sell its rental equipment (as may be described in this sales order) and its rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange as part of an IRC Sec. 1031 exchange.

11. **Attorneys Fees.** In the event suit or action is instituted against Buyer on account of or in connection with or based upon the terms hereof, the Buyer agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable attorney's fees in both the trial and appellate courts, or in connection with any bankruptcy proceeding.

12. **Entire Agreement.** The foregoing and any addendum shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guarantees, or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party. Each party may transmit its signature by facsimile to the other party and such facsimile signatures shall have the same force and effect as an original signature.

Notice: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at:

<http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.



Jennings Equipment Inc.

QUOTE

for Washington State contracts
05218

TO: Pen Met Parks
 2416 14th Ave NW
 Gig Harbor, WA. 98335 - 1624
 Adam Love
 253-525-9493

DATE: 2/8/2024
 FROM: Andy Harris
 CELL: 253-606-5642

andyh@jenningsequipment.com



QTY	Model#	DESCRIPTION	MSRP	QTY TOTAL	DISCOUNT	LINE TOTAL
1	L47TLB	New Kubota 47HP diesel 4WD construction tractor with hydrostatic transmission and R4 tires.	\$ 42,716.00	\$ 42,716.00	16.00%	\$ 35,881.44
1	TL1300V	Front loader with 2 lever quick coupler / 3rd function.	\$ 10,222.00	\$ 10,222.00	16.00%	\$ 8,586.48
1	TL2245	72" heavy duty clam shell bucket.	\$ 2,687.00	\$ 2,687.00	16.00%	\$ 2,257.08
1	TL1748A	72" bolt on cutting edge.	\$ 286.00	\$ 286.00	16.00%	\$ 240.24
1	AP-PFL5660	Kubota 5,600lb pallet forks with 60" tines.	\$ 2,122.00	\$ 2,122.00	16.00%	\$ 1,782.48
1	L3961	3 point hitch kit.	\$ 660.00	\$ 660.00	16.00%	\$ 554.40
1	L1321	3 point storage rack.	\$ 296.00	\$ 296.00	16.00%	\$ 248.64
1	BT100BV	10' back hoe with remote valve.	\$ 16,768.00	\$ 16,768.00	16.00%	\$ 14,085.12
2	L9467	Rubber pads.	\$ 162.00	\$ 324.00	16.00%	\$ 272.16
1	K7543A	Quick coupler.	\$ 1,587.00	\$ 1,587.00	16.00%	\$ 1,333.08
1	K7872A	12" trenching bucket.	\$ 1,431.00	\$ 1,431.00	16.00%	\$ 1,202.04
1	K7875A	24" dig bucket.	\$ 1,937.00	\$ 1,937.00	16.00%	\$ 1,627.08
1	K7545A	Hydraulic thumb.	\$ 3,878.00	\$ 3,878.00	16.00%	\$ 3,257.52

SET -UP /TEST RUN	\$ 860.00
DELIVERY	\$ 344.00
SUBTOTAL	\$ 72,531.76
4100 TAX RATE	8.10%
SALES TAX	\$ 5,875.07
TOTAL	\$ 78,406.83

Jennings Equipment Inc.
 1030 River Rd.
 Puyallup, WA 98371
 253-845-8801 FAX 253-845-9087

Quote Summary

Prepared For:
 PENMET PARKS
 3614 GRANDVIEW ST
 GIG HARBOR, WA 98335
 Business: 253-858-3429
 DMILLER@PENMETPARKS.ORG

Prepared By:
 Rick Michel
 Pacific Golf & Turf
 1818 Bickford Avenue
 Snohomish, WA 98290
 Phone: 360-568-7798
 rmichel@pacificgolfturf.com

Quote Id: 30417295
Created On: 22 February 2024
Last Modified On: 06 March 2024
Expiration Date: 31 October 2024

Equipment Summary	Selling Price	Qty	Extended
SMITHCO 78" (198 cm) Tine Reel Assembly with "Turf Quake" Fracture Tines (7.5" / 19 cm spacing)	\$ 9,795.00 X	1 =	\$ 9,795.00
Equipment Total			\$ 9,795.00

Quote Summary	
Equipment Total	\$ 9,795.00
SubTotal	\$ 9,795.00
Sales Tax - (8.90%)	\$ 871.76
Est. Service Agreement Tax	\$ 0.00
Total	\$ 10,666.76
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 10,666.76

Salesperson : X _____

Accepted By : X _____ - Page 147 -

Quote Id: 29725167

Prepared For:
PENMET PARKS

Prepared By: **Jeremy Weiks**

Pape Machinery, Inc.
2700 136th Ave Ct E
Sumner, WA 98390

Tel: 253-863-4436
Fax: 253-863-1523
Email: jweiks@papemachinery.com

Quote Summary

Prepared For:
 PENMET PARKS
 3614 GRANDVIEW ST
 GIG HARBOR, WA 98335
 Business: 253-858-3429
 DMILLER@PENMETPARKS.ORG

Prepared By:
 Jeremy Weiks
 Pape Machinery, Inc.
 2700 136th Ave Ct E
 Sumner, WA 98390
 Phone: 253-863-4436
 jweiks@papemachinery.com

This quote is based on Sourcewell Contract Number #032119-JDC.

Quote Id: 29725167
Created On: 03 October 2023
Last Modified On: 31 January 2024
Expiration Date: 29 February 2024

Your purchase order must be made out to Pape' Machinery. Reference Sourcewell contract #032119-JDC and this quote ID number. Your P.O must show that the price includes all contract and non-contract items. Please email documents to jweiks@papemachinery.com

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 35 P-Tier Compact Excavator	\$ 62,484.12 X	1 =	\$ 62,484.12
Extended Warranty Extended Warranty, 35 P, Comprehensive, 2000 Total Hours or 60 Total Months, \$200 Deductible	\$ 836.05 X	1 =	\$ 836.05
Sub Total			\$ 63,320.17
U.S Mower EX30	\$ 9,631.20 X	1 =	\$ 9,631.20
PSM Hydraulic Pin Grabber	\$ 6,087.50 X	1 =	\$ 6,087.50
PSM Hydraulic Thumb	\$ 3,000.00 X	1 =	\$ 3,000.00
PSM 12" HD Digging Bucket with 3 Teeth	\$ 1,237.50 X	1 =	\$ 1,237.50
PSM 18" HD Digging Bucket with 3 Teeth	\$ 937.50 X	1 =	\$ 937.50
PSM 36" Clean out Bucket with Bolt on Cutting Edge	\$ 1,707.50 X	1 =	\$ 1,707.50
Equipment Total			\$ 85,921.37

Quote Summary

Equipment Total	\$ 85,921.37
SubTotal	\$ 85,921.37
Sales Tax - (8.10%)	\$ 6,959.63

Salesperson : X _____

Accepted By : X _____

Total	\$ 92,881.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 92,881.00

Salesperson : X _____

Accepted By : X _____

Quote Id: 29725167

Customer: PENMET PARKS

JOHN DEERE 35 P-Tier Compact Excavator

Hours:

Stock Number:

				Selling Price
				\$ 62,484.12
Code	Description	Qty	Unit	Extended
0150FF	35 P-Tier Compact Excavator	1	\$ 68,240.00	\$ 68,240.00
Standard Options - Per Unit				
0202	Destination Code - United States	1	\$ 0.00	\$ 0.00
0259	English Customer Delivery Packet	1	\$ 0.00	\$ 0.00
0408	Configuration 8 - Cab, Rubber, Susp, Long Arm + EX C/W, Angle Blade	1	\$ 11,687.00	\$ 11,687.00
Standard Options Total				\$ 11,687.00
Dealer Attachments				
BYT12502	Case Drain Kit	1	\$ 182.00	\$ 182.00
Dealer Attachments Total				\$ 182.00
Value Added Services				
	Extended Warranty	1	\$ 836.05	\$ 836.05
Value Added Services Total				\$ 836.05
Other Charges				
	Freight	1	\$ 1,100.00	\$ 1,100.00
	Setup	1	\$ 2,600.00	\$ 2,600.00
Other Charges Total				\$ 3,700.00
Suggested Price				\$ 84,645.05
Customer Discounts				
Customer Discounts Total			\$ -21,324.89	\$ -21,324.89
Total Selling Price				\$ 63,320.16

U.S Mower EX30

Hours: 0

Stock Number:

				Selling Price
				\$ 9,631.20
Code	Description	Qty	Unit	Extended
EX30	30 Flail Mower for Mini Excavator	1	\$ 9,651.85	\$ 9,651.85
Other Charges				
	Freight	1	\$ 469.05	\$ 469.05
	Setup	1	\$ 260.00	\$ 260.00
Other Charges Total				\$ 729.05

Quote Id: 29725167

Customer: PENMET PARKS

Suggested Price		\$ 10,380.90
Customer Discounts		
Customer Discounts Total	\$ -749.70	\$ -749.70
Total Selling Price		\$ 9,631.20

PSM Hydraulic Pin Grabber

Hours: 0

Stock Number:

Code	Description	Qty	Unit	Selling Price	Extended
				\$ 6,087.50	
CMI-037-11-CK	Hydraulic Pin Grabber	1	\$ 5,937.50		\$ 5,937.50
Other Charges					
	Freight	1	\$ 150.00		\$ 150.00
	Other Charges Total				\$ 150.00
	Suggested Price				\$ 6,087.50
Customer Discounts					
	Customer Discounts Total		\$ 0.00		\$ 0.00
Total Selling Price					\$ 6,087.50

PSM Hydraulic Thumb

Hours: 0

Stock Number:

Code	Description	Qty	Unit	Selling Price	Extended
				\$ 3,000.00	
2226452	Hydraulic Thumb Kit	1	\$ 3,000.00		\$ 3,000.00
	Suggested Price				\$ 3,000.00
Customer Discounts					
	Customer Discounts Total		\$ 0.00		\$ 0.00
Total Selling Price					\$ 3,000.00

PSM 12" HD Digging Bucket with 3 Teeth

Quote Id: 29725167

Customer: PENMET PARKS

Hours:		0			
Stock Number:					
				Selling Price	
					\$ 1,237.50
Code	Description	Qty	Unit	Extended	
4P3- BHD-12-91061	12" Bucket with teeth	1	\$ 1,237.50	\$ 1,237.50	
Suggested Price					\$ 1,237.50
Customer Discounts					
Customer Discounts Total				\$ 0.00	\$ 0.00
Total Selling Price					\$ 1,237.50

PSM 18" HD Digging Bucket with 3 Teeth

Hours:		0			
Stock Number:					
				Selling Price	
					\$ 937.50
Code	Description	Qty	Unit	Extended	
BDX-0470-450- K3	18" Bucket with teeth	1	\$ 937.50	\$ 937.50	
Suggested Price					\$ 937.50
Customer Discounts					
Customer Discounts Total				\$ 0.00	\$ 0.00
Total Selling Price					\$ 937.50

PSM 36" Clean out Bucket with Bolt on Cutting Edge

Hours:		0			
Stock Number:					
				Selling Price	
					\$ 1,707.50
Code	Description	Qty	Unit	Extended	
4P3- BUC-36-91062	36" Clean out Bucket	1	\$ 1,707.50	\$ 1,707.50	
Suggested Price					\$ 1,707.50
Customer Discounts					
Customer Discounts Total				\$ 0.00	\$ 0.00
Total Selling Price					\$ 1,707.50



JOHN DEERE

Selling Equipment



Item 9.1

Quote Id: 29725167

Customer: PENMET PARKS



Extended Warranty Proposal

PowerGard™ Protection Plan

Date : January 31, 2024					
Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type:	Extended Warranty	Deductible:	\$ 200
Equipment Type		Coverage:	Comprehensive	Quoted Price	\$ 836.05
Model	35 P	Total Months:	60		
Country	US	Total Hours:	2000	Date Quoted	January 30, 2024
MFWD/Tracks	N				
Scraper Use					
<small>THIS PROPOSAL IS VALID FOR 30-DAYS FROM DATE ISSUED. GRACE pricing is offered only early during the Deere basic warranty period and has no surcharges. After this period, DELAYED PURCHASE pricing (surcharged) is offered later during the John Deere Basic Warranty. Many PowerGard quotes presented in the Delayed Purchase Period will require inspection/certification process and must also past fluid testing. The Total Months and Total Hours listed above include the John Deere Basic Warranty terms (24 months / 2000 hours on Tractors, 24 months on Golf & Turf Products, 12 months for all AG Harvesting and Sprayer equipment, and 12 months/1000 hours on most Gator Utility Vehicles). "Limited" Plan coverage = Engine & Powertrain only. "Comprehensive" Plan coverage = Full Machine.</small>					

PowerGard Protection Proposal Prepared for: *I have been offered this extended warranty and*

Customer Name - Please Print

I ACCEPT the PowerGard Protection

I DECLINE the PowerGard Protection

Customer Signature

If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is not a contract. For specific PowerGard Protection coverage terms and conditions, please refer to the actual PowerGard Protection Plan contract for more information and the terms, conditions and limitations of the agreement.

What PowerGard Protection is :

The PowerGard Protection Plan is an **extended warranty** program for reimbursement on parts and labour for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Commercial and Agricultural equipment, who purchase the PowerGard Plans for the desired coverage as indicated in this proposal.

What PowerGard Protection is not :

PowerGard Protection is **not insurance**. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income or loss of value of crops during or after an equipment failure. See the actual product-specific PowerGard Protection Plan agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

PowerGard protection include the following features and benefits under the program :

- Pays for parts and labour costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.
- PowerGard Protection agreements ensure that only Genuine John Deere Parts are used in all repairs,
- PowerGard coverage is fully transferable to future owners, with no transfer fees when coverage remains,
- PowerGard ensures higher resale value and makes equipment more marketable during the sale or trade-in,
- PowerGard allows you to budget your total cost of ownership, with financing available through John Deere Credit or other sources,
- PowerGard helps prevent large, unexpected repair bills during later years of equipment ownership, in exchange for a smaller protection fee up front.



JDLink Account Setup Form

THIS FORM MUST BE TURNED IN TO REGION SALES ADMINISTRATOR AT THE TIME OF SETTLEMENT.

Territory Manager

CSA

Machine Serial Number

Company/Customer Name

Business Address

Phone

JDLink Admin Information

First Name

Last Name

E-mail Address

Ask customer if they have an existing MyJohnDeere/JDLink Account

Sales Admin Initials

MJD/JDLink Username

Opt Out of Active Data Monitoring

Terminate the collection or sharing of JDLink data for use in monitoring or diagnosing or providing service solutions.

By signing you agree to cancel subscriptions, disengage the data collection modules, and are deactivating your machine permanently.

Signature

Date

SALES ADMINISTRATOR MUST SUBMIT COMPLETED FORM WITH SETTLEMENT PAPERWORK

TERMS AND CONDITIONS OF SALE

TERMS AND CONDITIONS OF SALE: Sales Orders are based on the terms and conditions stated herein. Unless otherwise provided on the face hereof, offers are good for acceptance for a period of 30 days from the date hereof. An order by the Buyer shall constitute an acceptance of the terms and conditions herein proposed. If, and only if, no offer of sale is issued by Seller, then the invoice shall be deemed: an acceptance of the Buyer's order; a written confirmation; and a final, complete, and exclusive written expression of the agreement between Seller and Buyer. Buyer is hereby notified that additional or different terms from those contained herein are objectionable.

1. Taxes. Buyer shall pay all local, state, and federal taxes arising from or related to any sale or lease to which this document relates, except for taxes upon or measured by net income of Seller.

2. Delivery. Stated or promised delivery dates are estimates only based upon Seller's best judgment and Seller shall not be responsible for deliveries later than promised regardless of the cause. Delivery periods are projected from the date of receipt of any order by Seller, but if equipment to be furnished by Seller is to be manufactured specifically to fill a particular order, delivery periods will be projected from the date of Seller's receipt of complete manufacturing information. If the furnishing of equipment on orders accepted by Seller is hindered or prevented by public authority or by the existence of war or other contingencies, including, but not limited to, shortage of materials, fires, labor difficulties, accidents, delays in manufacture or transportation, acts of God, embargoes, inability to ship, inability to insure against war risks or substantially increased prices or freight rates, or other causes beyond Seller's control, the obligation to fill or complete such orders shall be excused by Seller's option.

3. Transportation and Claims. Prices quoted are net F.O.B. point designated in writing by Seller. When no F.O.B. point is designated in writing by Seller, prices for new equipment shall be deemed to be net F.O.B. point of manufacture and prices for all other equipment shall be deemed to be F.O.B. Seller's place of business at which the order for the equipment is accepted. When transportation is allowed, the price charged will be adjusted to reflect the lowest transportation rates in effect at the time of shipment even though such rates may differ from those quoted by Seller. Seller's responsibility for the equipment shall cease and all risk of loss shall become the Buyer's upon delivery of the equipment to the first carrier for shipment to the Buyer or his consignee, even though such delivery shall be made prior to the arrival of the equipment at the F.O.B. point designated, and any and all claims for shortages, deliveries, damages or non-delivery must be made by the Buyer or his consignee to the carrier. Seller shall in no event be responsible for shortages in shipments unless notice of such shortage is given in writing to Seller within 15 days after receipt of shipment.

4. Payment and Security. Buyer agrees to pay in full for the equipment at time of delivery. Buyer agrees to pay the late charge on any past due balance at the rate of 18% per annum. The signator warrants that he/she has authority to execute this order on behalf of any party for whom he/she signs, and that such party has the power to enter into this agreement and perform its terms. As security for all of Buyer's obligations to Seller, Buyer grants to Seller a security interest in the equipment and authorizes Seller to file all documents necessary to perfect Seller's security interest. The security interest granted hereunder is in addition to any other rights available to Seller, and Seller shall have all of the rights and remedies available to a secured party under the Uniform Commercial Code, all of which are cumulative. Throughout the duration of Seller's security interest. Buyer shall keep the equipment fully insured against theft and loss or damage by fire and other casualty as Seller may from time to time require in accordance with such terms as Seller may require.

5. Buyer to Furnish. Performance by Seller is subject to the Buyer furnishing a satisfactory credit rating certificate, letter of credit, evidence of financing, or any other similar papers necessary for the satisfactory completion of such order.

6. Laws Governing. All orders will be governed by the laws of the State of Oregon.

7. Assignment. The right to any monies due or to become due hereunder may be assigned by Seller, and Buyer, upon receiving notice of such assignment, shall make payment as directed.

8. Limitations of Warranties. If "NEW" warranty is indicated on the reverse side or if new equipment is purchased hereunder, all warranties are strictly given only by the manufacturer. Copies of manufacturer's warranty can be obtained from Seller. If "USED" warranty is indicated on the reverse side. Seller hereby warrants to Buyer that the equipment or components thereof designated on the reverse side, shall be free under normal use and service from defects in material and workmanship for the period shown, commencing on the date of delivery. Buyer's exclusive remedy for breach of the limited warranty shall be the repair or replacement of the warranted equipment without charge to Buyer when returned at Buyer's expense to the Seller's facility where the equipment was purchased, with proof of purchase. Buyer must give notice of any warranty claim not later than 7 days after the expiration of the warranty period and must return the equipment to Seller for repair or replacement no later than 30 days after expiration of the warranty period. Any action against Seller for breach of the limited warranty must be commenced within one year after the date of delivery of the equipment. Seller's warranty does not extend to any defect, claim, or damage attributable to the failure to operate and/or maintain the equipment in accordance with the manufacturer's specifications, or due to the failure to operate or maintain the equipment in accordance with any recommendations of Seller. If "AS IS" is indicated on the reverse side, no warranty of any kind is being given and the equipment is being sold with all faults. **THE WARRANTIES IN THIS PARAGRAPH AND ON THE REVERSE SIDE ARE THE EXCLUSIVE WARRANTIES GIVEN BY SELLER AND SUPERSEDE ANY PRIOR, CONTRARY, OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OR DEFECTIVE OPERATION OF THE EQUIPMENT; NOR WILL SELLER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE.** This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

9. Rental Purchase Option. If rental purchase option (RPO) is granted in any addendum, the purchase price shall be tendered to Seller coincidentally with the exercise of the purchase option provided that Buyer is not then in default in performing all of the terms and conditions of lease with Seller.

10. Notice. This paragraph shall serve as notice that The Papé Group, Inc. has assigned its rights to sell its rental equipment (as may be described in this sales order) and its rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange as part of an IRC Sec. 1031 exchange.

11. Attorneys Fees. In the event suit or action is instituted against Buyer on account of or in connection with or based upon the terms hereof, the Buyer agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable attorney's fees in both the trial and appellate courts, or in connection with any bankruptcy proceeding.

12. Entire Agreement. The foregoing and any addendum shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guarantees, or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party. Each party may transmit its signature by facsimile to the other party and such facsimile signatures shall have the same force and effect as an original signature.

Notice: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at:

<http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.



DISTRICT COMMISSION MEMO

To: Board of Park Commissioners

Through: Ally Bujacich, Executive Director

From: Sue O'Neill, Director of Park Services

Date: March 19, 2024

Subject: **Resolution P2024-004 Authorizing the Executive Director to Make Final Payment to Washington Water Service Company for Commercial Fire Flow System Upgrades for the Community Recreation Center**

Background/Analysis

As part of the Community Recreation Center (CRC) project, PenMet Parks was required to provide adequate fire flow to serve the new facility. Two options were considered, an onsite water storage tank and improvements to the local water system. The selected option, improvements to the local water system, was chosen as it could be completed at significantly lower cost, would require less ongoing maintenance, and would also eliminate the aesthetic concerns a large storage tank could present. The Board of Park Commissioners passed Resolution P2022-013 authorizing the Executive Director to execute an agreement with Washington Water Service for completing water system improvements to meet commercial fire-flow needs at the CRC (Phase I of the water utility purveyor's work).

The agreement included the Washington Water Service Company engineer's projected cost of \$164,000.00 for Phase I and required a deposit of 50% of the estimated cost to proceed with the required upgrades. In June 2023, Washington Water Service notified PenMet Parks the costs of the system upgrades were expected to increase due to unforeseen conditions, trouble isolating the system, and unforeseen material cost increases.

PenMet Parks received the final Phase I invoice from Washington Water Service Company for the completion of the water system improvements to meet fire flow requirements in February 2024 for \$98,895.89. The final cost to complete the water system improvements to meet fire flow requirements was \$180,895.89, an increase of \$16,895.89 over the original engineer's estimate. This amount reflects a credit of



\$24,000 from Washington Water Service Company to fund work related to repairing existing conditions that were discovered during the system upgrades.

The Phase I invoice does not include Phase II Washington Water Service fees that are unrelated to system upgrades to meet fire flow requirements, such as on-site facility upgrades. Any fees related to Phase II work would be under a separate agreement and invoiced separately.

The amount of this invoice is within the total project budget for the Community Recreation Center.

Policy Implications/Support

1. Policy P10-101: Board Policy and Procedures states, in part, that the Peninsula Metropolitan Park District is accountable to its citizens for its use of public dollars.
2. The Board passed Resolution R2021-036 approving the project budget of \$31,600,000, which includes the water system upgrades required to meet fire flow specifications for the indoor recreation center.
3. The Board of Park Commissioners passed Resolution P2022-013 authorizing the Executive Director to execute an agreement with Washington Water Service for completing water system improvements to meet commercial fire flow needs at the CRC (Phase I).

Staff Recommendation

Staff recommend the Board pass Resolution P2024-004 authorizing the Executive Director to make final payment for fire flow upgrades to Washington Water Service Company in the amount of \$98,895.89.

Committee Recommendation

This item was reviewed at the March 12, 2024 Park Services Committee meeting with a recommendation to bring this item to the Board for full approval.

Staff Contact

If you have any questions or comments, please contact Sue O'Neill at 253-649-5254 or via e-mail at soneill@penmetparks.org.



Attachments:

- Exhibit A: Resolution P2024-004
- Exhibit B: Invoice No. 00129424-2



Peninsula Metropolitan Park District

RESOLUTION NO. P2024-004

AUTHORIZING THE EXECUTIVE DIRECTOR TO MAKE FINAL PAYMENT TO WASHINGTON WATER SERVICE COMPANY FOR COMMERCIAL FIRE FLOW SYSTEM UPGRADES FOR THE COMMUNITY RECREATION CENTER

WHEREAS, the Board of Park Commissioners passed Resolution R2021-036 approving the Community Recreation Center project budget; and

WHEREAS, PenMet Parks evaluated options to meet commercial fire flow requirements; and

WHEREAS, upgrading the water system was determined to be the most cost-effective way to meet commercial fire flow requirements; and

WHEREAS, PenMet Parks passed Resolution P2022-013 authorizing the Executive Director to execute an agreement with Washington Water Service Company for improvements to meet commercial fire flow requirements for the Community Recreation Center; and

WHEREAS, the cost to upgrade the commercial fire flow of the Washington Water Service Company system exceeded the amount originally estimated by Washington Water Service Company due to factors such as unforeseen conditions and unforeseen material cost increases; and

WHEREAS, the requirements for purchasing authority set for in Policy P40-102 Purchasing Policy were followed;

NOW THEREFORE BE IT

RESOLVED by the Board of Park Commissioners that the Executive Director be authorized to issue final payment to Washington Water Service Company in the amount of \$98,895.89 for water system upgrades to meet commercial fire flow requirements for the Community Recreation Center.

The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on March 24, 2024.

Maryellen "Missy" Hill, Board President

Laurel Kingsbury, Board Clerk



Attest: Ally Bujacich



INVOICE

Invoice No: 00129424-2
Invoice Date: 2/26/2024

Please Remit To:

Washington Water Service Company
PO Box 336
Gig Harbor, WA 98335-0336
United States

Bill To:

Peninsula Metropolitan Park District
PO Box 425,
Gig Harbor, WA 98335
attn: Sue O'Neill

Amount Due: \$ 98,895.89
Due On Receipt

For billing questions, please call 877-408-4060

Description	Amount
Water Main Extension/Pen Met Parks Commerical Fire-Flow at 2416 14th Ave NW Par# 0221282036, 2009 and 2044	201,730.21
Subtotal	201,730.21
Less WWSC Investment in the project:	(24,000.00)
Subtotal	\$ 177,730.21
B&O Tax Gross up (applied to all CIAC)	3,165.68
Subtotal	\$ 180,895.89

Less Customer Payment(s) Made: \$ **(82,000.00)**

Amount Due: **\$ 98,895.89**



DISTRICT COMMISSION MEMO

To: Board of Park Commissioners

Through: Ally Bujacich, Executive Director

From: Sue O'Neill Director of Park Services

Date: March 19, 2024

Subject: **Resolution P2024-005 Authorizing the Executive Director to Sign the Construction Contract for the Sehmel Homestead Park Playground Resurfacing with Buell Recreation**

Background/Analysis

The Board of Park Commissioners passed Resolution R2021-029 on November 16, 2021 approving the 2022 Capital Budget and Capital Improvement Plan, including the appropriation of \$163,000 for the Sehmel Homestead Park Playground Resurfacing Project. The project will replace aged rubber tile surfacing beneath the Sehmel Homestead Park playground with poured-in-place rubber safety surfacing. The current surfacing is aging and there are gaps existing at multiple locations between the tiles. Failure to replace the tiles would result in progressive deterioration of the facility condition and performance. The replaced surfacing will meet the protection standards for falls and bring the facility into good repair and compliance with accessibility standards.

Bid Process

PenMet Parks issued an Invitation to Bid for the replacement of the playground surface on January 25, 2024 to four companies on the MRSC Small Works Roster. A pre-bid walk-through was held on January 31, 2024. Sealed bids were due by 2 p.m. on February 9, 2024. Two bids were received. The lowest responsive and responsible bidder was identified as Buell Recreation. Bids received are listed below.

Bidder	Amount
Buell Recreation	\$223,932.15
Northwest Playground	\$274,215.63



Budget Analysis

The lowest bid received for the Sehmel Homestead Park Playground Resurfacing project was higher than the amount appropriated in the adopted 2022 Capital Budget, requiring an increase of \$67,000. The Board of Park Commissioners will consider Resolution RR2024-003 on March 19, 2024, which, if approved, would increase the budget appropriation for the Sehmel Homestead Park Playground Resurfacing Project by \$67,000 for a new total authorized project budget of \$230,000.

If the Board passes Resolution RR2024-003, the lowest responsible and responsive bid of \$223,932.15, including WSST, falls within the revised approved project budget and allows for a modest contingency to address unforeseen conditions during construction, such as potential subsurface repair that will be assessed when the existing play surface is removed and conditions are exposed.

Policy Implications/Support

1. The Board approved Resolution R2021-029 adopting the 2022 Capital Budget and Capital Improvement Plan, including the Sehmel Playground Replacement project.
2. The Board will consider approving Resolution RR2024-003 on March 19, 2024, which would increase the budget appropriation for the Sehmel Homestead Park Playground Resurfacing project by \$67,000 for a new total authorized project budget of \$230,000.
3. Completing the Sehmel Playground Resurfacing Project will advance District goals and objectives, including:
 - a. Effectively manage and maintain assets to preserve existing infrastructure to provide parks and recreation opportunities for the community.
 - b. Create meaningful places.
 - c. Balanced financial accountability.

Staff Recommendation

Staff recommend the Board pass Resolution P2024-005 authorizing the Executive Director to execute a construction agreement with Buell Recreation for the replacement of the playground surface at Sehmel Homestead Park.



Staff Contact

If you have any questions or comments, please contact Sue O'Neill at (253) 649-5254 or via e-mail at soneill@penmetparks.org.

Attachments:

Exhibit A: Resolution P2024-005

Exhibit B: Resolution R2021-029



Peninsula Metropolitan Park District

RESOLUTION NO. R2021-029

ADOPTING THE 2022 ANNUAL CAPITAL BUDGET AND CAPITAL IMPROVEMENT PLAN

WHEREAS, the Executive Director of the Peninsula Metropolitan Park District has recommended a balanced budget and estimate of monies required to meet public expenses, bond retirement, interest, and the priorities, goals, and objectives for 2022 as adopted by the Board of Park Commissioners on July 16, 2021 for the 2022 calendar year; and

WHEREAS, a Six-Year Capital Improvement Plan (CIP) was developed in 2022; and

WHEREAS, Year One of the CIP serves as the Executive Director's 2022 annual capital budget; and

WHEREAS, notice was published in the official legal notices of the local newspaper on October 21, 2021, October 28, 2021, November 4, 2021, and November 11, 2021 that the Board of Park Commissioners would meet on November 2, 2021 and again on November 16, 2021 to consider the proposed budget and to allow the public an opportunity to be heard regarding the proposed 2022 budget; and

WHEREAS, the Board of Park Commissioners did meet at the time specified and offered the opportunity for interested taxpayers and members of the public to comment on the proposed budget as detailed below:

- | | |
|-------------------|--|
| November 2, 2021 | <ul style="list-style-type: none"> - First Public Hearing Regarding the Proposed 2022 Budget - Public Hearing Public Hearing Regarding the Proposed 2021 Levy of Regular Property Tax for Collection in 2022 - Adoption of the 2021 Levy of Regular Property Tax for Collection in 2022 |
| November 16, 2021 | <ul style="list-style-type: none"> - Second Public Hearing on the Final 2022 Budget - Adoption of the 2022 Capital Budget |

WHEREAS, the proposed 2022 annual budget does not exceed the lawful limit of taxation as allowed to be levied by PenMet Parks for the purposes set forth in the budget, and estimated expenditures set forth in the budget are deemed necessary to provide park and recreation services to the community during the 2022 calendar year;

NOW THEREFORE BE IT

RESOLVED, by the Board of Park Commissioners of the Peninsula Metropolitan Park District that the 2022 Capital Budget and 2022 Capital Improvement Plan be adopted, approved and appropriated as follows:

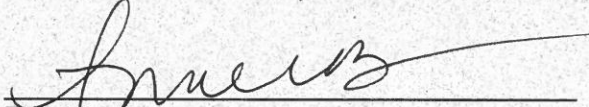
- Section 1. The required expenditures for the capital improvements for calendar year 2022 as specified and fixed in Exhibit A, attached hereto and incorporated by reference into this resolution.

Resolution R2021-029

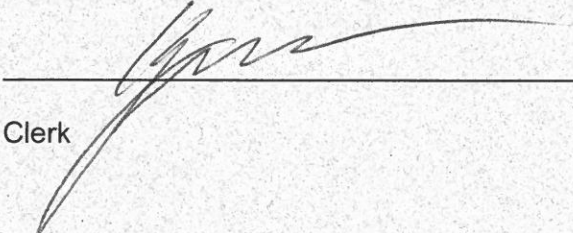
Section 2. The Secretary of the Board is directed to transmit a certified copy of the 2022 Capital Budget and 2022 Capital Improvement Plan as adopted by the Board of Park Commissioners of the Peninsula Metropolitan Park District to the State Auditor of Washington, Division of Municipal Corporations.

Section 3. This resolution shall take effect January 1, 2022 at 12:01 a.m.

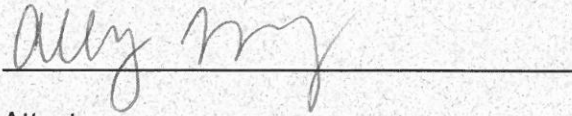
The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on November 16, 2021.



President



Clerk



Attest

Exhibit A
to
Resolution R2021-029
PenMet Parks 2022 Capital Budget and Capital Improvement Plan

Fund Name	Beginning Balance	Revenues	Expenditures	Transfers in/out	Ending Cash (Reserve)
Capital Project Fund	\$30,498,191	\$895,033	(\$33,147,957)	\$3,251,433	\$1,496,700

Year	Priority	Property	Project	2022 Capital Budget
2022	1	CRC	CRC Phase 1	\$23,650,116
2022	2	Hale Pass	Arletta Schoolhouse renovation	\$180,523
2022	3	Sehmel Homestead Park	Resurface playground	\$163,000
2022	4	Peninsula Gardens	Demolish damaged outbuildings and house	\$23,000
2022	5	DeMolay Sandspit	Demolish damaged structures; replace with picnic shelter if feasible	\$245,000
2022	6	Narrows Beach	Demolish damaged mobile home	\$24,000
2022	7	Sunrise Beach	Demolish deteriorating structure	\$17,000
2022	8	Rosedale Hall	Renovate Rosedale Hall	\$1,517,000
2022	9	District	Key and access control plan	\$83,000
2022	10	District	Signage and wayfinding master plan design	\$75,000
2022	11	Peninsula Gardens	Community aquatic center feasibility study	\$105,000
2022	12	Harbor Family	Improve parking area	\$29,000
2022	13	Peninsula Gardens	Deferred maintenance	\$36,000
2022	14	District	Unidentified life safety or deferred maintenance issues	\$50,000
2022	15	Narrows West	Acquisition costs	\$8,000
Total 2022 CIP Expenses				\$26,205,639
2021 Carryforward Adopted Capital Expenses				\$6,942,318
Total 2022 Capital Budget				\$33,147,917

Resolution R2021-029



Peninsula Metropolitan Park District

RESOLUTION NO. P2024-005

AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN THE CONSTRUCTION CONTRACT FOR THE SEHMEL HOMESTEAD PARK PLAYGROUND RESURFACING WITH BUELL RECREATION

WHEREAS, the Board passed Resolution R2021-029 on November 16, 2021, approving the 2022 Capital Budget and Capital Improvement Plan, including the appropriation of \$163,000 for the Sehmel Homestead Park Playground Resurface Project; and

WHEREAS, the requirements for procuring a public work set forth in Policy P40-102: Purchasing / Procurement Policy were followed; and

WHEREAS, PenMet Parks issued an Invitation to Bid on January 25, 2024, and held a bid opening on February 9, 2024, and the lowest responsive and responsible bidder was identified as Buell Recreation;

WHEREAS, the lowest bid received for the Sehmel Homestead Park Playground Resurfacing project is higher than the amount appropriated in the adopted 2022 Capital Budget, requiring an increase of \$67,000; and

WHEREAS, the Board of Park Commissioners passed Resolution RR2024-003 on March 19, 2024 increasing the budget appropriation for the Sehmel Homestead Park Playground Resurfacing Project by \$67,000 for a new total authorized project budget of \$230,000

NOW THEREFORE BE IT

RESOLVED, by the Board of Park Commissioners that the Executive Director be authorized to sign the construction contract with Buell Recreation for the base bid amount of Two Hundred and Twenty-three Thousand Nine Hundred and Thirty-two and 15/100 Dollars (\$223,932.15), including WSST, in substantially the form attached as Exhibit A.

The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioner Peninsula Metropolitan Park District held on March 19, 2024.

Maryellen "Missy" Hill, Board President

Laurel Kingsbury, Board Clerk

Attest: Ally Bujacich

Peninsula Metropolitan Park District

PROJECT CONTRACT FOR WORK AWARDED FROM SMALL WORKS ROSTER

(Work Less Than \$300,000)

This **AGREEMENT** is made as of the 11th day between the Peninsula Metropolitan Park District ("PenMet Parks" or "Owner"), (P.O Box 425, Gig Harbor, WA 98335), and Buell Recreation (the Contractor):

The Owner and Contractor agree as set forth below.

ARTICLE 1 **THE WORK**

1.1 This Agreement provides supplemental terms and conditions to the contract and is incorporated by reference into the contract as if set forth in full therein. The Contractor shall fully execute and complete the entire Work described in the Contract Documents, see Exhibit A.

ARTICLE 2 **DATES OF COMMENCEMENT AND SUBSTANTIAL AND FINAL COMPLETION**

2.1 The date of commencement of the Work (the date from which the Contract Time is measured) shall be the date established in a notice to proceed issued by the Owner, unless a different date is stated below:

2.2 The Contractor shall achieve Substantial Completion of the entire Work no later than 30 June, 2024 and Final Completion no later than the 15 July, 2024 subject to adjustments of the Contract Time as provided in the Contract Documents.

2.3 Liquidated damages, if any, shall be \$0.00 per day for each calendar day after the Contract Time that Substantial Completion is not attained, and shall be paid to the Owner.

**ARTICLE 3
CONTRACT SUM**

3.1 Owner shall pay the Contractor for the Contractor’s performance of the Contract the Contract Sum of two hundred and twenty-three thousand, nine hundred and thirty-two and 15/100 Dollars (\$223,932.15), subject to additions and deductions as provided in the Contract Documents. Sales tax is not included in the Contract Sum.

The contract sum has been derived from the contractor’s bid to Owner dated 9 February 2024, and is made up of the following components:

3.2 The Contract Sum is based upon and includes the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: []

3.3 The Owner will pay 50% down at the time of order and the balance upon the completion and acceptance of the work..

3.4 Allowances, if any, are as follows: \$10,000 dollars for correcting subsurface conditions.

3.5 If this Agreement is for a Project for the Contract Sum of one million dollars or more, complete below the names of the following subcontractors with whom the Contractor will subcontract for performance of the work:

- _____ TBD
- _____ TBD
- _____ TBD.

**ARTICLE 4
PAYMENT**

4.1 Owner will make payments to the Contractor as provided below and elsewhere in the Contract Documents based upon Application(s) for Payment submitted by the Contractor and per Article 15. Owner will schedule final payment, constituting the entire unpaid balance of the Contract Sum except statutory retainage, to the Contractor when the Work has achieved Final Completion, the Agreement has been fully performed and the Owner’s Board of Directors has accepted the Work. The retainage shall be paid pursuant to RCW 60.28 and the Contract Documents.

4.2 Payments due and unpaid under the Agreement shall bear interest as specified by RCW 39.76, not to exceed the Bank of America prime rate plus 2%.

**ARTICLE 5
PERMITS AND FEES**

5.1 The Owner will secure and pay for the cost of any required building permit. The Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the use or occupancy of permanent structures or permanent changes in existing facilities.

5.2 The Contractor shall secure and pay, as a part of the Contract Sum, for all other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the construction of the Work.

ARTICLE 6 **PROPERTY INSURANCE**

6.1 The Owner shall insure the property in the amount of its insurable replacement cost, including additions and alterations, against "all risks" of physical loss. The policies may inure to the benefit of the Owner only. The Contractor is at risk for all material and equipment not a permanent part of the structure. If the Owner requires in writing that the Contractor procure property insurance it shall be paid for by a Change Order. The Contractor's insurance requirements are described in Article 17.

6.2 Upon the occurrence of an insured loss, the Owner shall have the power to adjust and settle any loss with the insurers.

ARTICLE 7 **ENUMERATION OF CONTRACT DOCUMENTS**

The Contract Documents are enumerated as follows, except for modifications issued after execution of this Agreement:

7.1 PenMet Parks Invitation to Bid Number 2022-3 and all of the terms and conditions incorporated therein.

7.2 PenMet Parks Purchase Order Number N/A.

7.3 This executed Agreement between the Owner and Contractor, including the attached General Conditions.

7.4 Any Supplementary and other Conditions of the Agreement.

7.5 The Specifications as follows:

<u>Section</u>	<u>Title</u>	<u>Pages</u>
See Exhibit A.		

7.6 The Drawings as follows:

<u>Number</u>	<u>Title</u>	<u>Date</u>
See Exhibit A.		

7.7 The Addenda (if any) as follows:

<u>Number</u>	<u>Date</u>	<u>Pages</u>
N/A	N/A	N/A.

7.8 Department of Labor and Industries Prevailing Wage Rates for Pierce County, Effective Date: 11 March 2024.

7.10 Any other documents forming part of the Contract Documents and listed below:

This Agreement entered into as of the day and year first written above.

PENINSULA METROPOLITAN PARK DISTRICT

CONTRACTOR

By _____
(Signature)

By _____
(Signature)

(Printed name and title)

(Printed name and title)

CLIENT

By _____
(Signature)

(Printed name and title)

GENERAL CONDITIONS

ARTICLE 8 THE CONTRACT DOCUMENTS

8.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one is as binding as if required by all. Performance by the Contractor is required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

8.2 The Contract Documents shall not be construed to create a contractual relationship of any kind between either the Owner and a Subcontractor of any tier, or between any persons or entities other than the Owner and Contractor.

8.3 The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

8.4 The term "A/E" means the entity listed as such on the first page of this Agreement, if any. The A/E may be an architect, engineering or similar company, or consultant, and is not necessarily a licensed architect or engineer. If "None" or "N/A" is listed for the A/E, then the Owner or its designated representative will perform all of the functions of the A/E described herein. The A/E is not an agent of the Owner, and is not authorized to speak on behalf of or bind the Owner.

8.5 The Contractor's execution of the Agreement is a representation and acknowledgement that the Contractor has visited the site and become familiar with the local conditions under which the Work is to be performed, that the Contract Sum is reasonable compensation for all the Work, and that the Contract Time is adequate for the performance of the Work. The Contractor's execution of the Agreement is a further representation and acknowledgement that the Contractor has carefully checked and verified all pertinent figures and examined the Contract Documents and the Project site, including any existing structures, and that it has satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished, and all other requirements of the Contract Documents, as well as the surface conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof.

8.6 Contractor hereby assigns to the Owner all manufacturers' warranties.

ARTICLE 9 ADMINISTRATION OF THE AGREEMENT

9.1 The Owner, with assistance from the A/E, will provide administration of the Agreement. The Owner must approve in writing all changes in the Contract Sum or Time and all Change Orders, Construction Change Directives, and payments to the Contractor.

9.2 No representative of the Owner or the A/E is authorized to revoke, alter, enlarge, relax or release any requirements of the Contract Documents, nor to approve or accept any portion of the Work whether or not executed in accordance with, nor to issue instructions contrary to the Contract Documents. All warranties, guarantees, and certificates shall inure to the benefit of the Owner.

9.3 The Owner or the A/E may disapprove, condemn or reject work when, in its opinion, the Work does not conform to the Contract Documents. The Owner or the A/E may require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work is then fabricated, installed or completed.

9.4 The Owner or the A/E may call, schedule and conduct job meetings, which the Contractor and representatives of its Subcontractors shall attend, to discuss such matters as procedures, progress, problems and scheduling.

9.5 The Owner and the A/E may visit the site at intervals each considers appropriate to the stage of the Work to become generally familiar with the progress and quality of the completed Work. However, none of them will be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

ARTICLE 10 THE CONTRACTOR

10.1 The Contractor shall perform, supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, personnel and procedures, for safety, and for coordinating all portions of the Work under the Agreement. The Contractor shall be an independent contractor in the performance of the Work and shall have complete control over and responsibility for all personnel performing the Work. The Contractor is not authorized to enter into any agreements or undertakings for or on behalf the Owner or to act as or be an agent or employee of the Owner.

10.2 The Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and

completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

10.3 Workers. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors of any tier and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor. At no change to the Contract Sum or Contract Time, the Owner may provide written notice requiring the Contractor to remove from the Work any employee or other person carrying out the Work that the Owner considers objectionable. If the Work is being performed at a site in active school use or where there is a likelihood of contact with children, a person shall be unfit and removed from the site if he or she has pled guilty to or has been convicted of any felony crime involving the physical injury or death of a child (RCW 9A.32 or RCW 9A.36 but not RCW 46.61--motor vehicle violation), the physical neglect of a child (RCW 9A.42), sexual offenses against a minor (RCW 9A.44), sexual exploitation of a child (RCW 9.68A), the sale or purchase of a minor child (RCW 9A.64.030), promoting prostitution of a child (RCW 9A.88), or violation of similar laws of another jurisdiction. Failure to comply with this section shall be grounds for the immediate termination of this Agreement.

10.4 Warranty. The Contractor warrants that materials and equipment furnished under the Agreement will be of good quality and new, that the Work will be performed in a workmanlike manner, free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, is defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

10.5 Taxes and Fees. In accordance with Article 3, Owner and pay all sales tax. The Contractor shall pay all other consumer, use, B & O, and other similar taxes that are legally enacted when bids are received, whether or not yet effective or merely scheduled to go into effect.

10.6 Legal Compliance. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly the Owner, and A/E in writing if the Contractor observes the Drawings and Specifications to be at variance with them.

10.7 Submittals. The Contractor shall review, approve and submit to the Owner or A/E with reasonable promptness Shop Drawings, Product Data, Samples and similar

submittals required by the Contract Documents. The Work shall be in accordance with approved submittals.

10.8 Progress Schedule. Within *seven days* of execution of this Agreement, the Contractor shall submit a preliminary schedule of the Work to the Owner. Failure to do so shall constitute a material breach of the Contract and a material breach of the conditions of the bid bond. Within *thirty days* after execution of the Agreement, and before any progress payment need be made, the Contractor, after consultations with its Subcontractors, shall submit a Progress Schedule to the Owner. Neither the Owner nor the A/E will, however, be required to review or approve the substance or sequence of the Progress Schedule, which are the Contractor's sole responsibility. The Contractor will be responsible for planning, scheduling, managing, and reporting the progress of the Work in accordance with all of the specific methods and submittals described in the Contract Documents. The Contractor shall use the Contract Schedule to plan, coordinate, and prosecute the Work in an orderly and expeditious manner.

10.9 Clean-Up. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. Upon completion of Work or at the Owner's request, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. If the Contractor fails to do so, the Owner may do so and charge to the Contractor all costs incurred.

10.10 Access. The Contractor shall provide the Owner and the A/E access to the Work wherever located.

10.11 Royalties and Patents. The Contractor shall pay all royalties and license fees, shall defend suits or claims for infringement of patent rights and shall hold the Owner and the A/E harmless from loss on account thereof, unless the Contract Documents require the particular design, process or product of a particular manufacturer or manufacturers.

10.12 Indemnification. Subject to the following conditions and to the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner and the A/E and their respective agents, employees, consultants, successors and assigns ("Indemnified Parties") from and against all claims, damages, losses and expenses, direct and indirect, or consequential, including but not limited to costs and attorneys' fees incurred on such claims and in proving the right to indemnification, arising out of or resulting from performance of the Work, any act or omission of the Contractor, its agents, any of its Subcontractors of any tier, and anyone directly or indirectly employed by the Contractor or Subcontractors of any tier ("Indemnitor"). The Contractor will fully indemnify the Indemnified Parties for the sole negligence of the Indemnitor. The Contractor will indemnify the Indemnified Parties for the concurrent negligence of the Indemnitor to the extent of the Indemnitor's negligence. The Contractor agrees to being added by the Owner as a party to any mediation, arbitration, or litigation with third parties in which

the Owner alleges indemnification or contribution from an Indemnitor. The Contractor agrees that all of its Subcontractors of any tier will, in the subcontracts, similarly stipulate; in the event any does not, the Contractor shall be liable in place of such Subcontractor(s). To the extent a court or arbitrator strikes any portion of this indemnification provision for any reason, all remaining provisions shall retain their vitality and effect.

10.13 Prevailing Wages.

10.13.1 Pursuant to RCW 39.12, no worker, laborer, or mechanic employed in the performance of any part of this Agreement shall be paid less than the "prevailing rate of wage" (in effect as of the date that bids are due) as determined by the Industrial Statistician of the Department of Labor and Industries, ESAC Division, PO Box 44540, Olympia, WA 98504-4540, Telephone (360) 902-5335. The schedule of the prevailing wage rates for the locality or localities where this Work will be performed are determined as of the Bid Date for the county in which the Project is located and are available at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp> and are made a part of this Agreement by reference as though fully set forth herein. A copy is available for viewing at the Owner's office, and a hard copy will be mailed upon request. To the extent that there is any discrepancy between the referenced schedule of prevailing wage rates and the published rates as are applicable under WAC 296-127-011, the published rates shall apply at no increase to the Contract Sum. The Contractor shall provide the respective Subcontractors with a schedule of the applicable prevailing wage rates. The Industrial Statistician will answer questions relating to prevailing wage data upon request.

10.13.2 Pursuant to RCW 39.12.060, in case any dispute arises as to what are the prevailing rates of wages for work of a similar nature, and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the director of the Department of Labor and Industries, whose decision therein shall be final and conclusive and binding on all parties involved in the dispute.

10.13.3 The Contractor shall defend, indemnify, and hold the Owner harmless, including attorneys' fees, from any violation or alleged violation of RCW 39.12 ("Prevailing Wages on Public Works") or RCW 51 ("Industrial Insurance"), including without limitation RCW 51.12.050, by the Contractor or any Subcontractor of any tier.

10.14 The Contractor shall comply with all applicable provisions of RCW 49.28.

10.15 Pursuant to RCW 49.70 and WAC 296-62-054 et seq., the Contractor shall provide the Owner copies of and have available at the Project Site a workplace survey or material safety data sheets for all "hazardous" chemicals under the control or use of Contractor or any Subcontractor at the Project Site.

10.16 Contractor shall maintain and preserve for at least three years from the date of final payment books, ledgers, records, documents, estimates, correspondence, logs, schedules, electronic data and other evidence pertaining to the costs incurred by the Contractor in connection with or related to the Agreement ("records") to such extent and in such detail as will properly reflect and fully support all costs, charges and other amounts of whatever nature for which reimbursement or payment is or may be claimed under the Contract. Contractor agrees to make available at all reasonable times at the office of the Contractor all such records for inspection, audit and reproduction (including electronic reproduction) by the Owner and their representatives. These requirements shall be applicable to each Subcontractor of any tier and included in each Subcontract and purchase order issued with respect to the Work. The Contractor agrees, on behalf of itself, its representatives, and Subcontractors of any tier and their representatives, that any rights under RCW 42.56.070 will commence at Final Acceptance, and that the invocation of such rights at any time by the Contractor or a Subcontractor of any tier or their representatives shall initiate an equivalent right to disclosures from the Contractor and Subcontractors of any tier for the benefit of the Owner.

ARTICLE 11 SUBCONTRACTORS

11.1 A "Subcontractor" is a person or entity that has a direct contract with the Contractor to perform a portion of the Work at the site or to supply materials or equipment. A "Subcontractor of any tier" includes Subcontractors as well as all direct and lower level sub-subcontractors and suppliers.

11.2 As soon as practicable after award of the Agreement, the Contractor shall confirm in writing to the Owner the names of the Subcontractors for each portion of the Work. The Contractor shall not contract with any Subcontractor to whom the Owner has made reasonable and timely objection or different from the one listed in conjunction with the bid. Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor to be bound to the Contractor by the terms of the Contract Documents to the extent of the Work to be performed by the Subcontractor and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Owner, and (2) allow to the Subcontractor the benefit of all rights, remedies and redress afforded to the Contractor by these Contract Documents.

11.3 The Contractor shall promptly pay (and secure the discharge of any liens asserted by) all persons properly furnishing labor, equipment, materials or other items in connection with the performance of the Work (including, but not limited to, any Subcontractors). The Contractor shall furnish to the Owner such releases of liens and claims and other documents as the Owner may request from time to time to evidence such payment (and discharge). The Owner may, at its option, withhold payment, in whole or in part, to the Contractor until such documents are so furnished. The Contractor shall defend, indemnify, and hold harmless the Owner from any

liens, including all expenses and attorneys' fees. Nothing in the Contract Documents shall create any obligation on the part of the Owner or A/E to pay or to see to the payment of any moneys due any Subcontractor of any tier or other person or entity, except as may otherwise be required by laws and regulations.

**ARTICLE 12
CONSTRUCTION BY CLIENT OR BY
SEPARATE CONTRACTORS**

12.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to those of the Contract Documents.

12.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations as required by the Contract Documents.

**ARTICLE 13
CHANGES IN THE WORK**

13.1 The Owner, without invalidating the Agreement, may order changes in the Work consisting of additions, deletions or modifications ("Changes"), and the Contract Sum and Contract Time will be adjusted accordingly. Changes in the Work, the Contract Sum and/or the Contract Time shall be authorized only by written Change Order signed by the Owner, the A/E and the Contractor or by written Construction Change Directive signed by the Owner and the A/E.

13.1.1 Change Orders. A Change Order is a written instrument signed by the Owner and the Contractor stating their agreement upon a change in the Work; the amount of the adjustment in the Contract Sum, if any; and the extent of the adjustment in the Contract Time, if any.

13.1.2 Construction Change Directives. A Construction Change Directive is a written order prepared and signed by the Owner and the A/E that directs a change in the Work and states a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. It shall be used in the absence of total agreement on the terms of a Change Order. The Contractor shall promptly proceed with the change in the Work described in the Construction Change Directive. As soon as possible, and within *seven days* of receipt, the Contractor shall advise the Owner in writing of the Contractor's agreement or disagreement with the cost or the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

13.2 Changes in the Work shall be priced using the Contractor's unit prices and/or R.S. Means pricing as submitted

in its Bid to the Owner. If no such unit prices are listed for the Changes in the Work, and if the parties cannot agree on the cost or credit to the Owner from a Change in the Work, the Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with supporting data. The total cost of any Change or Claim shall be limited to the reasonable value of the following:

13.2.1 Direct labor costs: The effective W.D.O.L.&I. prevailing hourly wage for the laborers, journeymen, and foremen performing and/or directly supervising the Changed Work on the site. The premium portion of overtime wages may not be included unless pre-approved in writing by the Owner. The hourly cost shall be based upon basic wages and mandatory fringe benefits and workers' insurances.

13.2.2 Direct material costs: An itemization of the quantity of materials necessary to perform the Change in the Work and the net cost therefor.

13.2.3 Construction equipment usage costs: An itemization of the actual length of time construction equipment appropriate for the Work will be used solely on the Change in the Work at the Site times the lower of the actual rental receipt or applicable current state, NECA, Data Quest, or MCA rental cost. Actual, reasonable mobilization costs are permitted if the equipment is brought to the Site solely for the Change in the Work. The rate for equipment necessarily standing by for future use on the Work shall be 50% of the rate established above.

13.2.4 Cost of any change in insurance or bond premium. Upon request, the Contractor shall provide K the Owner with supporting documentation.

13.2.5 Subcontractor costs: Payments the Contractor makes to Subcontractors for Changed Work performed by Subcontractors of any tier. The cost of Work for Subcontractors of any tier shall be determined in the same manner as prescribed in this Section 13.2.

13.2.6 Fee: The allowance for all combined overhead, profit, and other costs, including all office, home office, extended and site overhead (including project manager, project engineer, superintendent and general foreman time), and all delay and including impact costs of any kind, added to the total cost to the Owner of any Change Order or any Claim for additional work or extra payment of any kind on this Project shall be calculated consistent with the provisions of the contract. The change order must be signed by both the Owner and Contractor.

13.3 **Dispute Resolution.** All claims, disputes and other matters in question of the Contractor, direct or indirect, arising out of, or relating to, the Contract Documents or the breach thereof ("Claims"), except Claims which have been waived under the terms of the Contract Documents, shall be decided exclusively by the following dispute resolution procedure; claims that have been waived under the terms of the

Contract Documents are not permitted to be brought in any forum. The Contractor shall diligently carry on the Work and maintain the progress schedule during the dispute resolution procedure, including any litigation proceedings, unless the parties mutually agree in writing otherwise.

13.3.1 Notice of Claim. The Contractor shall submit notice of all Claims to the Owner in writing within *seven days* of the event giving rise to them and shall include a clear description of the event and its probable effect.

13.3.2 Claim Submission. Within *21 days* of the Notice of Claim, the Contractor shall provide the Owner in writing with a Claim, which shall include a clear description of the Claim, all changes in cost and in time (direct, indirect, impact, and otherwise) to which the Contractor and Subcontractors of any tier are entitled, and data supporting the Claim. The claim of a Subcontractor may be brought only through the Contractor and only after the Contractor notifies the Owner in writing that the Contractor has reviewed and agrees with the Claim.

13.3.3 Informal Resolution. The Owner will make a determination of the Claim. If the Contractor disagrees with the Owner's determination and wishes to pursue the Claim further, the Contractor must, within *fourteen days* of receipt of the determination, provide the Owner with a written request that representatives of the Contractor and the Owner meet, confer, and attempt to resolve the Claim. This meeting will then take place at a mutually convenient time within *thirty days* of the request, unless the Owner elects to proceed directly to mediation.

13.3.4 Litigation. The Contractor may bring no litigation on Claims unless such Claims have been properly raised and considered in the dispute resolution procedures of Subparagraphs 13.3.1 through 13.3.3 above. All unresolved Claims of the Contractor shall be waived and released unless the Contractor has strictly complied with the time limits of the Contract Documents, and a summons and complaint is served and filed with the Pierce County Superior Court within the earlier of (a) *120 days* after the Date of Substantial Completion as designated in writing by the Owner or (b) *60 days* after Final Acceptance. This requirement cannot be waived except by an explicit written waiver signed by the Owner and the Contractor.

13.4 Notices and Claims. All notices and Claims shall be made in writing as required by the Agreement.

13.4.1 Any notice of a Claim of the Contractor against the Owner and any Claim of the Contractor, whether under the Agreement or otherwise, must be made pursuant to and in strict accordance with the applicable provisions of the Contract Documents. Failure to comply with these requirements shall constitute waiver of the Claim. No act, omission, or knowledge, actual or constructive, of the Owner or the A/E shall in any way be deemed to be a waiver of the requirement for timely written notice and a timely written Claim unless the Owner and the Contractor sign an explicit,

unequivocal written waiver approved by the Owner's Board of Directors.

13.4.2 The fact that the Owner and the Contractor may continue to discuss or negotiate a Claim that has or may have been defective or untimely under the Contract shall not constitute waiver of the provisions of the Contract Documents unless the Owner and Contractor sign an explicit, unequivocal written waiver approved by the Owner's board of directors.

13.4.3 The Contractor expressly acknowledges and agrees that the Contractor's failure to timely submit required notices or timely submit Claims has a substantial impact upon and prejudices the Owner, including but not limited to the inability to fully investigate or verify the Claim, mitigate damages, choose alternative options, adjust the budget, delete or modify the impacted Work, and/or monitor time, cost and quantities. For these and other reasons, the parties stipulate that the Owner is prejudiced by the Contractor's failure to timely submit notices or Claims as required by the Contract Documents.

13.5 Claims for Concealed or Unknown Conditions. If conditions unknown to the Contractor are encountered at the site which are (1) concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found and generally recognized as inherent in activities of the character provided for in the Contract Documents, then the Contractor shall give written notice to the Owner promptly before conditions are disturbed and in no event later than *seven days* after the first observance on the conditions. The Contractor shall make any Claim arising from such condition in accordance with the dispute resolution procedure in Subparagraph 13.3.

13.6 Claims for Consequential Damages. The Contractor and the Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes without limitation:

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal and home office overhead and expenses including without limitation the compensation of personnel stationed there, for losses of financing, business and reputation, for losses on other projects, for loss of profit, and for interest or financing costs.

This mutual waiver is applicable to all consequential damages of any cause, including without limitation due to either party's termination in accordance with Article 20. Nothing contained in this Section 13.6 shall be deemed to preclude an award of

liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

13.7 The Contractor (including Subcontractors) shall not in any event be entitled to damages arising out of actual or alleged loss of efficiency; morale, fatigue, attitude, or labor rhythm; constructive acceleration; home office overhead; expectant underrun; trade stacking; reassignment of workers; concurrent operations; dilution of supervision; learning curve; beneficial or joint occupancy; logistics; ripple; season change; extended overhead; profit upon damages for delay; impact damages; or similar damages.

ARTICLE 14 **TIME**

14.1 Within *seven days* of executing the Agreement, the Contractor shall deliver any required bond to the Owner; no Progress Payments shall be due until the bond is delivered.

14.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, by unanticipated general labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, delays caused by the Owner or its separate contractors, or any causes beyond the Contractor's control, or by other causes which may justify delay, then the Contract Time shall be extended by Change Order to the extent the critical path is affected. The Contractor (including Subcontractors) shall be entitled to damages for delay, the total limited to the liquidated rate of Subparagraph 2.3, only where the Owner's own actions or inactions were the actual, substantial cause of the delay and where the Contractor could not have reasonably avoided the delay by the exercise of due diligence. If a delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Contractor is not entitled to an increase in the Contract Time or in the Contract Sum.

14.3 THE TIMELY COMPLETION OF THIS PROJECT IS ESSENTIAL TO THE OWNER. The Owner will incur serious and substantial damages if Substantial Completion of the Work does not occur within the Contract Time; however, it may be difficult if not impossible to determine the amount of such damages. Consequently, this Agreement may include provisions for liquidated damages. The Owner's right to liquidated damages is not affected by partial completion, occupancy, or beneficial occupancy. If this Agreement does not contain an agreed amount for liquidated damages, the Owner may prove its actual damages.

ARTICLE 15 **PAYMENTS AND COMPLETION**

15.1 **Progress Payments.** Payments shall be made as provided in Articles 3 and 4 of this Agreement. If Progress payments are specified, they will be made monthly for Work duly approved and performed during the calendar month preceding the application according to the following procedure.

15.1.1 **Draft Application.** Within the first five days of each month, the Contractor shall submit to the Owner, for the Owner's approval, a report on the current status of the Work as compared to the Progress Schedule and a draft itemized AIA Application for Payment for Work performed during the prior calendar month. This shall not constitute a payment request. The Owner may request the Contractor to provide data substantiating the Contractor's right to payment, such as copies of requisitions or invoices from Subcontractors.

15.1.2 **Payment Request.** The Contractor may submit to Owner a payment request in the agreed-upon amount, in the form of a notarized, itemized AIA Application for Payment for Work performed during the prior calendar month. Among other things, the Application shall state that prevailing wages have been paid in accordance with the prefiled statement(s) of intent to pay prevailing wages on file with the Owner and that all payments due Subcontractors from the Owner's prior payments have been made. The submission of this Application constitutes a certification that the Work is current on the progress schedule, unless otherwise noted on the Application. If the Contractor believes it is entitled to payment for Work performed during the prior calendar month in addition to the agreed-upon amount, the Contractor may submit to the Owner a separate written payment request specifying the exact additional amount due, the category in the Schedule of Values in which the payment is due, the specific Work for which the additional amount is due, and why the additional payment is due.

15.1.3 **Payments to Subcontractors.** No payment request shall include amounts the Contractor does not intend to pay to a Subcontractor. If, after making a request for payment but before paying a Subcontractor for its performance covered by the payment request, the Contractor discovers that part or all of the payment otherwise due to the Subcontractor is subject to withholding from the Subcontractor for unsatisfactory performance, the Contractor may withhold the amount as allowed under the subcontract, but it shall give the Subcontractor and the Owner written notice of the remedial actions that must be taken as soon as practicable after determining the cause for the withholding but before the due date for the Subcontractor payment, and pay the Subcontractor within *eight working days* after the Subcontractor satisfactorily completes the remedial action identified in the notice.

15.2 **Prevailing Wages.** Pursuant to RCW 39.12, the Contractor will not receive any payment until the Contractor and all Subcontractors have submitted a "Statement of Intent to Pay Prevailing Wage" to the Owner. The statement must have the approval of the Industrial Statistician of the Department of Labor and Industries before it is submitted to the Owner. The Contractor and the respective Subcontractors shall pay all fees required by the Department of Labor and Industries, including fees for the approval of the "Statement of Intent to Pay Prevailing Wages." Approved copies of the "Statement of Intent to Pay Prevailing Wages" must be posted where workers can easily read them.

Owner's Board formally accepts the Project (Final Acceptance"). Final Payment shall not become due until after Final Acceptance.

15.3 Progress payments. Unless the Owner informs the Contractor that a payment will be withheld as provided in Section 15.4, the Owner shall make progress payments within 30 days of its receipt of the Application for Payment.

15.4 Withheld Payments. Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed by third parties, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment or provide releases under Section 11.3.1, (4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum, (5) damage to the Owner or another contractor, (6) reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay, or (7) failure to carry out the Work in accordance with the Contract Documents. When the Owner intends to withhold all or part of a payment for any of the foregoing reasons it will provide the Contractor, within *eight working days* after the Owner's receipt of the Application for Payment, written notification of the reasons that all or part of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.

15.5 Substantial Completion.

15.5.1 When the Contractor believes that the Work is Substantially Complete, it shall notify the Owner in writing. When the Owner agrees, the Owner will issue a Certificate of Substantial Completion. Substantial Completion is the stage in the progress of the Work when the construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can fully utilize the Work (or the designated portion thereof) for the use for which it is intended. All Work other than incidental corrective or punchlist work and final cleaning shall have been completed. The Work is not Substantially Complete if all systems and parts affected by the Work are not usable or if utilities affected by the Work are not connected and operating normally. The fact that the Owner may use or occupy the Work or designated portion thereof does not indicate that the Work is Substantially Complete, nor does such occupation toll or change any liquidated damages due to the Owner.

15.5.2 Immediately before partial or complete occupancy, the Owner will schedule an inspection tour of the area to be occupied. A representative of the Owner, A/E and Contractor will jointly tour the area and record items still remaining to be finished and/or corrected. The Contractor shall supply and install any items missed by the inspection but required or necessary for Final Completion as a part of the Contract Sum, notwithstanding their not being recorded during the inspection tour.

15.6 Final Payment. Pursuant to RCW 60.28, completion of the Contract Work shall occur after the Contractor has notified the Owner in writing that the Work has been concluded and submits the items listed below to the Owner, any required occupancy permit has been issued, and the

.1 An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or its property might in any way be responsible or encumbered, have been paid or otherwise satisfied,

.2 consent of surety to final payment,

.3 a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least *30 days*' prior written notice has been given to the Owner,

.4 a written statement that the Contractor knows of no substantial reason why the insurance will not be renewable to cover the period required by the Contract Documents,

.5 other data establishing payment or satisfaction of or protection (satisfactory to the Owner) against all obligations, such as receipts, releases and waivers of liens arising out of the Agreement, satisfactorily demonstrating to the Owner that the claims of Subcontractors and laborers who have filed claims have been paid,

.6 pursuant to RCW 39.12.040, an "Affidavit of Wages Paid" from the Contractor and from each Subcontractor certified by the Industrial Statistician of the Department of Labor and Industries, with fees paid by the Contractor or Subcontractor,

.7 a certified statement that the Contractor has closed all necessary permits or otherwise met the requirements of all governing jurisdictions related to this Project (including, without limitation, city/county building departments, health districts and utility districts; attach a copy of each of these closed or signed-off permits),

.8 all warranties, guarantees, certificates, spare parts, specified excess material, and other documents or items required by the Contract Documents, and

.9 a hard copy of the "record" drawings and specifications, delivered in a clear, clean and legible condition.

If any Subcontractor of any tier refuses to furnish a release or waiver required by the Owner, the Owner may retain in the fund, account, or escrow funds such amount as to defray the cost of foreclosing the liens of such claims and to pay attorneys' fees, the total of which shall be no less than 150% of the claimed amount. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner

all moneys that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Final payment shall be made pursuant to RCW 60.28 after the Contractor has properly submitted certificates from the Department of Revenue, the Department of Labor and Industries and, pursuant to RCW 50.24, a certificate from the Department of Employment Security.

15.7 Waivers.

15.7.1 Final Payment by the Owner. The making of final payment shall constitute a waiver of claims by the Owner except those arising from (1) liens, claims, security interests, or encumbrances arising out of the Agreement and unsettled; (2) failure of the Work to comply with the requirements of the Contract Documents; or (3) terms of warranties required by the Contract Documents or law.

15.7.2 Final Payment to Contractor. Acceptance of final payment by the Contractor shall constitute a waiver of Claims except those previously made in writing and identified in writing as unsettled on the final Application for Payment.

15.7.3 Change Orders. The execution of a Change Order shall constitute a waiver of Claims by the Contractor arising out of the Work to be performed or deleted pursuant to the Change Order, except as specifically described in the Change Order. If the Contractor adds to a Change Order or any other document a reservation of rights that has not been initialed by the Owner, all the amounts previously agreed shall be considered disputed and not yet payable unless the costs are re-negotiated or the reservation is withdrawn or changed in a manner satisfactory to and initialed by the Owner. If the Owner makes payment for a Change Order or an Application for Payment that contains a reservation of rights that has not been initialed by the Owner, and if the Contractor negotiates the check for such payment, then the reservation of rights shall be deemed waived, withdrawn, and of no effect.

15.8 Retainage.

15.8.1 Progress Payments:

.1 Pursuant to RCW 60.28, the Owner will reserve 5% from the moneys the Contractor earns on estimates during the progress of the Work, to be retained as a trust fund for the protection and payment of the claims of any person arising under the Agreement and the state with respect to taxes imposed pursuant to Title 82 RCW which may be due from the Contractor.

.2 The moneys reserved may, at the option of the Contractor, be (1) retained in a fund by the Owner until 45 days following Final Acceptance; or (2) deposited by the Owner in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until 45 days following Final Acceptance, with interest to the Contractor; or (3)

placed in escrow with a bank or trust company within 45 days following the Final Acceptance, by the Owner's joint check to the bank or trust company and the Contractor, to be converted into bonds and securities chosen by the Contractor, approved by the Owner, and held in escrow, with interest on the bonds and securities paid to the Contractor as it accrues.

.3 If moneys are retained from the Contractor, it may retain payment of not more than 5% from the moneys earned by any Subcontractor, provided that the Contractor pays interest to the Subcontractor at the same interest rate it receives from its reserved funds.

15.9 Warranty of Title. The Contractor warrants and guarantees that title to Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner no later than the time of payment, free and clear of liens.

**ARTICLE 16
PROTECTION OF PERSONS AND PROPERTY**

16.1 The Contractor shall be solely responsible for, and neither the Owner nor the A/E shall have responsibility for, all aspects of safety, including initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Agreement. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (1) employees on the Work and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein; and (3) other property at the site or adjacent thereto.

16.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner or A/E or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 10.12.

16.3 The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl ("PCB") unless specifically required by the Contract Documents.

16.4 The Contractor shall bear the risk of any loss, damage or destruction of its own property, including without limitation its tools, trailers and equipment, whether rented or owned, to the extent that they will not be incorporated in the

Work. Any insurance provided by the Owner will not cover any such loss, damage or destruction.

ARTICLE 17 INSURANCE AND BONDS

17.1 Contractor's Liability Insurance.

17.1.1 The Contractor shall purchase from and maintain during the life of this Agreement, at its own cost in a company or companies admitted to do business in the State of Washington, possessing a Best's policy holder's rating of A- or better and a financial rating of no less than VII, and reasonably acceptable to the Owner, an occurrence-based Commercial General Liability Insurance Policy which shall provide bodily injury and property damage liability on the Contractor's operations, including its Subcontractors of any tier; owned, non-owned and hired vehicles; and on work the Contractor may subcontract or sublet to others; and on the indemnity provisions of this Agreement. This insurance will name the Owner and their employees as additional insureds per Additional Insured Owner's (Form B) for Work performed under this Agreement. The Contractor's policy shall be designated primary coverage for both defense and indemnity, and any Owner policies excess. Such limits of liability insurance shall have per project general aggregate provisions and shall not be less than the following:

- .1 \$1,000,000 Combined Single Limit protection for both bodily injury and property damage liability per occurrence and \$2,000,000 general aggregate;
- .2 \$1,000,000 per accident for bodily injury liability including sickness, disease or death and property damage liability because of damage to or destruction of property of others, including loss of use thereof arising out of the operation of automobiles.
- .3 \$1,000,000 for personal injury liability coverage included and defined in the Commercial General Liability insurance policy for damages which are sustained by (1) a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person.
- .4 \$1,000,000 for claims involving blanket contractual liability insurance (included and defined in the Commercial General Liability Insurance Policy) applicable to the Contractor's obligations under Paragraph 10.12.
- .5 In addition, the Contractor shall maintain a true umbrella policy that provides excess limits over the primary layer, in an amount not less than \$2,000,000.

17.1.2 The insurance described above shall include coverage for underground, collapse and explosion exposures.

17.1.3 In addition, the Contractor shall purchase and maintain insurance for claims under workers' compensation (industrial insurance), disability benefit and other similar

employee benefit acts in the State statutory amount and Employer's Liability with coverage of at least \$250,000/\$500,000.

17.1.4 Before commencing the Work or exposure to loss can occur, and, in any event, within *ten days* after the Owner has issued its notice of intent to award contract, the Contractor shall furnish the Owner with Certificates of Insurance, in duplicate, as evidence of all insurance required by the Contract Documents.

17.1.5 Coverage shall be maintained without interruption from the date of commencement of the Work until the date of Final Acceptance, except for any coverage required to be maintained after Final Acceptance. Completed operations coverage shall remain in force for three years after Final Acceptance.

17.1.6 If the Owner is damaged by the failure of the Contractor to maintain any of the above insurance or to so notify the Owner, then the Contractor shall bear all costs properly attributable thereto. THE OWNER MAY WITHHOLD PAYMENT PENDING RECEIPT OF ALL CERTIFICATES OF INSURANCE. Failure to withhold payment shall not constitute a waiver.

17.1.7 The Owner's specification or approval of the insurance in this Agreement or of its amount shall not relieve or decrease the liability of the Contractor under the Contract Documents or otherwise. Coverages are the minimum to be provided and are not limitations of liability under the Contract, indemnification, or applicable law provisions. The Contractor may, at its expense, purchase larger coverage amounts or additional insurance.

17.2 Property Insurance.

17.2.1 The requirements for property insurance are addressed in Article 6 above.

17.3 Waivers of Subrogation.

17.3.1 The Owner and the Contractor waive all rights against each other and any of their subcontractors of any tier, the A/E, their consultants, separate contractors described in Article 12 (if any), and any of their respective agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Articles 6 and 17.2 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner do not waive their subrogation rights to the extent of the Owner's property insurance on structures or portions of structures that do not comprise the Work. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

17.4 Payment and Performance Bond.

17.4.1 The Contractor is required to submit a bond secured from a surety company licensed to do business in the State of Washington. The Contractor shall pay for a surety bond in the full amount of the Contract Sum plus sales tax, pursuant to RCW 39.08. Within *seven days* of entering into the Agreement, the Contractor shall deliver two copies of the bond to the Owner and one copy to the A/E. The price of the bond will be added to the total contract amount to be paid by the Owner. THE OWNER MAY DECLINE TO ENTER INTO THE CONTRACT IF EVIDENCE OF BONDABILITY IS NOT RECEIVED, AND THE CLIENT MAY WITHHOLD ITS NOTICE TO PROCEED AND/OR WITHHOLD PAYMENT TO THE CONTRACTOR UNTIL SUCH SURETY BOND IS RECEIVED.

ARTICLE 18 CORRECTION OF WORK

18.1 The Contractor shall promptly and within at least *fourteen (14) days* of notice from the Owner correct Work rejected or failing to conform to the requirements of the Contract Documents at any time through a period of one year from the date of Substantial Completion of the Agreement or by terms of a longer manufacturer's warranty or an applicable special warranty required by the Contract Documents. The provisions of this Article apply to Work done by Subcontractors of any tier as well as to Work done by direct employees of the Contractor.

18.2 If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents or fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

18.3 Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one year as described above relates only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

ARTICLE 19 MISCELLANEOUS PROVISIONS

19.1 **Applicable Law.** The Agreement shall be governed by the laws of the State of Washington, without regard to its choice of law provisions.

19.2 **Statutes.** The Contractor shall abide by the provisions of all applicable Washington statutes. The statutes

referenced in the Contract Documents are not meant to be a complete list and should not be relied upon as such.

19.3 **Contractor Registration and Related Requirements.** Pursuant to RCW 39.06, the Contractor shall be registered or licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27. The Contractor shall: have a current state unified business identifier number; have industrial insurance coverage for the Contractor's employees working in Washington as required in Title 51 RCW; have an employment security department number as required in Title 50 RCW; have a state excise tax registration number as required in Title 82 RCW, and; not be disqualified from bidding on any public works contract under RCW 39.06.010 (unregistered or unlicensed contractors) or RCW 39.12.065(3) (prevailing wage violations).

19.4 **Law Against Discrimination.** Contractor shall comply with pertinent statutory provisions relating to public works of RCW 49.60.

19.5 **Provisions for Aged and Handicapped Persons.** Contractor shall comply with pertinent statutory provisions relating to public works of RCW 70.92.

19.6 **Safety Standards.** Contractor shall comply with pertinent provisions of Chapter 296-155 WAC, "Safety Standards for Construction Work."

19.7 **Unemployment Compensation.** Pursuant to RCW 50.24 in general and RCW 50.24.130 in particular, the Contractor shall pay contributions for wages for personal services performed under this Agreement or arrange for a bond acceptable to the commissioner.

19.8 **Drug-Free Workplace.** The Contractor and all Subcontractors shall fully comply with all applicable federal, state, and local laws and regulations regarding drug-free workplace, including the Drug-Free Workplace Act of 1988. Any person not fit for duty for any reason, including the use of alcohol, controlled substances, or drugs, shall immediately be removed from the Work.

19.9 **Tobacco-Free Environment.** Smoking or use of any kind of lighted pipe, cigar, cigarette or any other lighted smoking equipment, material or smokeless tobacco products is prohibited on all Owner property.

19.10 **Asbestos Removal.** To the extent this Project involves asbestos removal, the Contractor shall comply with RCW 49.26 and any provisions of the Washington Administrative Code promulgated thereunder.

19.11 **Assignment.** The Contractor shall not let, delegate duties under, assign or transfer this Agreement, or any interest in it or part of it, without the prior written consent of the Owner.

ARTICLE 20
TERMINATION OF THE CONTRACT

The total sum to be paid to the Contractor under this Paragraph 20.3 shall not exceed the Contract Sum as reduced by the amount of payments otherwise made.

20.1 Termination for Cause by Contractor. If the Owner fails to make payment for a period of *60 days* through no fault of the Contractor, the Contractor may, upon *seven additional days'* written notice to the Owner, terminate the Agreement and recover from the Owner payment for all Work properly executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including Fees applicable thereto.

20.2 Termination for Cause by Owner. The Owner may, upon *seven days'* written notice to the Contractor, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the Work for cause, including but not limited to the following circumstances:

- .1 the Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure the Completion of the Work within the Contract Time;
- .2 the Contractor is in material default of or materially breaches any provisions of this Agreement;
- .3 the Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency;
- .4 the Contractor fails to supply a sufficient number of properly skilled workers or proper materials;
- .5 the Contractor fails to make prompt payment to Subcontractors or for materials or labor;
- .6 the Contractor materially disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or
- .7 the Contractor fails to comply with the provisions of RCW 28A.400.330 by permitting a worker on the Project having contact with children who has been convicted of or pled guilty to a felony crime involving children as described in Paragraph 10.3.

20.3 Termination for Convenience by Owner. The Owner may, at any time upon *seven days'* written notice to the Contractor, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the Work for the convenience of the Owner. The Owner shall be liable to Contractor only for those costs reimbursable to Contractor in accordance with the following:

- .1 The amount due under Articles 4 of this Agreement for the performance of the Work terminated;
- .2 Other pre-approved costs, consistent with Paragraph 13.2, necessary and reasonably incurred in connection with the termination of Work.

20.4 Effects of Termination.

20.4.1 Unless the Owner directs otherwise, after receipt of a Notice of Termination from the Owner pursuant to Paragraph 20.2 or 20.3, the Contractor shall promptly:

- .1 stop Work under the Agreement on the date and as specified in the Notice of Termination;
- .2 place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of any portion of the Work that is not terminated;
- .3 procure cancellation of all orders and subcontracts, upon terms acceptable to the Owner, to the extent that they relate to the performance of Work terminated;
- .4 assign to the Owner all of the right, title and interest of the Contractor under all orders and subcontracts, in which case the Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- .5 with the Owner's approval, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts not assigned to the Owner;
- .6 transfer title and deliver to the entity or entities designated by the Owner the fabricated or unfabricated parts, Work in process, partially completed supplies and equipment, materials, parts, tools, dies, jigs and other fixtures, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information and other property related to the Work;
- .7 use its best efforts to sell any property of the types referred to in Subparagraph 20.4.1.6. The Contractor may acquire any such property under the conditions prescribed by and at a price or prices approved by the Owner, and the proceeds of any such transfer or disposition may be applied in reduction of any payments to be made by the Owner to the Contractor;
- .8 take such action as may be necessary or as directed by the Owner to preserve and protect the Work and property related to this Project in the possession of the Contractor in which the Owner has an interest; and
- .9 continue performance only to the extent not terminated.

20.4.2 In arriving at any amount due the Contractor after termination, the following deductions shall be made:

- .1 all unliquidated advance or other prior payments on account made to the Contractor applicable to the terminated portion of the Agreement;
- .2 any claim which the Owner may have against the Contractor;
- .3 an amount necessary to protect the Owner against outstanding or potential liens or claims; and
- .4 the agreed price for or the proceeds of sale of any materials, supplies or other things acquired by the Contractor or sold, pursuant to the provisions of Subparagraph 20.4.1.7, and not otherwise recovered by or credited to the Owner.

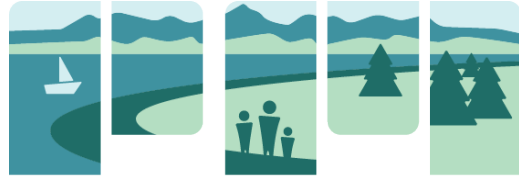
20.4.3 If (and only if) the termination pursuant to Paragraph 20.3 is partial, the Contractor may file a Claim for an equitable adjustment of the price or prices specified in the Agreement relating to the continued portion of the Agreement. The Contractor must assert any Claim for an equitable adjustment under this subparagraph within *twenty-one days* from the effective date of the Termination.

20.4.4 The Contractor shall refund to the Owner any amounts the Owner paid to the Contractor in excess of costs reimbursable under Paragraph 20.3.

20.4.5 The damages and relief from termination by the Owner specifically provided in Article 20 shall be the Contractor's sole entitlement in the event of termination.

20.4.6 When this Agreement refers to a termination, it is understood that the termination is of this Agreement, the Purchase Order, and all related contract documents.

End of Section



PenMet Parks

Parks For All. Parks For Life.

Peninsula Metropolitan Parks District 2022-3 Sehmel Homestead Park Playground Surface Replacement

Peninsula Metropolitan Parks District
2416 14th Ave NW
Gig Harbor, WA 98335

Exhibit A Scope of Work

Section	Table of Contents	Page No.
1.0	Scope of Work.....	1
2.0	Drawings	2
3.0	Specifications	2
Appendix A – Schedule of Values		
Appendix B – Drawings		
Appendix C – Specification		



2022-3-Shemel Playground Surface Replacement Scope of Work

1.0 Scope of Work

The Contractor shall furnish all supplies, labor, tools, and equipment for playground surface renewal services at Sehmel Park. The Site Overview section below describes the location and features of the work location. The selected Contractor shall perform site evaluations and make site specific recommendations to PenMet.

Task 100 – Project Management

The Contractor shall manage the project scope, schedule, and budget, including but not limited to:

- a) Weekly progress reporting, including earned value analysis.
- b) Meeting organization, facilitation, and documentation.
- c) Initial Project Schedule and monthly updates

Deliverables:

- a) Work Plan including traffic control or as a separate plan.
- b) Monthly progress reports
- c) Meeting agendas and notes, with revisions as required.
- d) Schedule updates, Schedule analysis/variance reports, prepared using MS Project software.

Assumptions:

- a) This is a public works project and prevailing wage rates apply.
- b) No playground equipment requires replacement.
- c) The drainage system does not require replacement.
- d) The Park will remain open during construction.

Task 200 – Mobilization

This task is to mobilize personnel, equipment, and materials to the Sehmel Homestead Park to perform the work.

Deliverables:

- a) Mobilization of personnel, equipment, and materials to the Sehmel Homestead Park.
- b) Installing temporary fencing and traffic control.
- c) Contractor to provide on-site dumpster for demolition materials.

Assumptions:

- a) None.

Task 300 – Demolition and Disposal of Existing Tile Surface System

The Contractor shall perform the necessary work to remove the existing tile playground surface system and properly dispose of the material.

Deliverables:

- a) Removal and documentation of proper disposal of existing tile surface system.

Assumptions:

- a) None.

Task 400 – Subsurface Preparation

The Contractor shall perform the necessary work to prepare subsurface for pour-in-place rubber. This task will be a force account against an established budget of \$10,000.

Deliverables:

- a) Properly prepared subsurface base.

Assumptions:

- a) None.

Task 500 – Install New Pour-in-Place Rubber Playground Surface

The Contractor shall perform the necessary work to install pour in place rubber matting surface, (see **Section 4.0**). The required square footage has been estimated at 5,500 square feet.

Deliverables:

- a) New pour in place playground surface.

Assumptions:

- a) None.

Task 200 – De-Mobilization

This task is for de-mobilization of personnel, equipment, and materials from Sehmel Homestead Park upon the completion of the work.

Deliverables:

- a) De-mobilization of personnel, equipment, and materials from Sehmel Homestead Park.
- b) Remove temporary fencing and traffic control.
- c) Contractor to remove on-site dumpster for demolition materials.

Assumptions:

- a) None.

2.0 Drawings

Reference drawings for this project are in [Appendix B](#).

Description	Drawing No.	Sheet No.	Date
Sehmel Homestead Park Project Cover Sheet and Site Plan	L-0	1 of 1	N/A
Sehmel Homestead Park Demo Plan	C-1	1 of 1	N/A
Sehmel Homestead Park Drainage and Grading	C-2	1 of 1	N/A
Sehmel Homestead Park Grading and Utilities	C2.6	1 of 1	N/A
Sehmel Homestead Park Layout Plan	L-1	1 of 1	N/A
Sehmel Homestead Park Playground Details	L-3	1 of 1	N/A

3.0 Specifications

The pour-in-place rubber material will comply with specification Section 02871, (see **Appendix C**).



2022-3-Shemel Playground Surface Replacement Scope of Work

Appendix A – Schedule of Values

Task No.	Task Description	\$	Comments
100	Demolition, Removal and Disposal	\$35,933.00	
200	Subsurface Preparation	\$10,000	Allowance
300	Install New Pour-in-place rubber system	\$154,000.00	
400	Performance Bond	\$5,697.00	
500	Tax	\$18,301.00	
	TOTAL	\$223,932.15	



2022-3-Shemel Playground Surface Replacement Scope of Work

Appendix B – Drawings



2022-3-Shemel Playground Surface Replacement Scope of Work

Appendix C – Specification



DISTRICT COMMISSION MEMO

To: Board of Park Commissioners

Through: Ally Bujacich, Executive Director

From: Sue O'Neill, Director of Park Services

Date: March 19, 2024

Subject: **Resolution R2024-007 Granting the Request for an Easement at Sunrise Beach Park**

Background/Analysis

In 2010, Pierce County transferred several park properties to PenMet Parks including several parcels comprising Sunrise Beach Park. Two of those parcels, 0222333027 and 0221042001, were transferred with an existing easement for access to three residential parcels, tax parcel numbers 0222333049, 0222333050, and 0221042028. On April 22, 2019 at a regular meeting of the PenMet Board of Park Commissions, the Board approved Resolution R2019-003 granting a non-exclusive easement for ingress, egress and utilities to an additional and adjoining parcel, Pierce County Tax Parcel No. 0221042024, in the same location as the existing easements for a residence. Parcel 0221042024 was land locked and the purchaser requested PenMet Parks convey an access and utility easement in the same location as the easement serving the other three parcels.

Ian and Jessica Broadie (requestors) purchased tax parcel number 0221042004 for the purpose of building a single-family residence on the property. Parcel 0221042004 is also land locked and the requestors have asked PenMet Parks to convey an access and utility easement in the same location as the easement serving the other four parcels. The requested easement would provide access within the four existing easements, and therefore does not impact any additional park property. The requestor will assume maintenance responsibility of the easement area, along with other easement holders.

The requestors have paid all appraisal fees, legal fees, and staff costs of \$6,967.50. Staff communicated payment of the appraisal fee and staff costs was not a guarantee the Board will unanimously support granting the easement but was a necessary step in determining if granting an easement is feasible. The requestors have also paid the



appraised lease value for the easement of \$5,900. If the Board does not support granting the easement, the lease value for the easement will be refunded to the requestors.

To approve an easement, by law there must be unanimous Park Board approval. Staff and legal counsel negotiated the easement with the requestors.

Policy

Per Policy P10-101: Board Policy and Procedures, staff reviews the information and request for an easement with regard to the following factors:

1. The information relating to the easement or license is complete and complies with all applicable laws and regulations. The requestor is responsible for providing all materials and information that PenMet Parks deems necessary for such a review.
2. The easement or license does not materially or detrimentally affect the use of the property for current or potential future park and recreation purposes.
3. The easement or license specifies the compensation to PenMet Parks so there is no gifting of public funds.
4. The easement or license provides a demonstrated benefit to PenMet Parks and is in PenMet Parks' best interest.

Legal counsel has prepared the easement. The draft easement is complete and complies with all applicable laws and regulations. There is no risk of the easement conflicting with the current or potential future use for park and recreation purposes because it is in the same location as four other easements. This easement does not constitute gifting of public funds because the requestors have paid all associated costs for the easement. Granting the easement provides public benefit, including the requestors' responsibility to maintain the easement area including brush and tree removal needed within the easement and any improvements to the existing road and the compensation to PenMet Parks for the value of the easement. These benefits outweigh the minimal risk of granting the easement.

Policy Implications/Support

1. At their regular meeting on December 6, 2010, the Board of Park Commissioners adopted Resolution 2010-036 Authorizing an Agreement for the Transfer of Pierce County Parks Properties to PenMet Parks. Among the properties included in the transfer was property located at Sunrise Beach.



2. The Sunrise Beach property is encumbered by an access and utility easement serving four privately owned residential properties.
3. Pursuant to RCW 35.61.132, a metropolitan park district may sell real property if the Board unanimously declares the property surplus for park or other recreational purposes and sells to the highest bidder. These requirements apply to the sale of any property interest, including an easement. The bidding requirement can be satisfied by assuring that fair market value is paid by the purchaser, which is typically determined by an appraisal.
4. Staff reviewed the easement request with regard to the factors listed in Policy P10-101: Board Policy and Procedures and found that the easement does not materially detriment the use of the property, does not constitute a gift of public funds, and provides a public benefit that outweighs the minimal risk of granting the easement.

Staff Recommendation

Staff recommends the Board pass Resolution R2024-007 granting the request for easement at Sunrise Beach Park.

Staff Contact

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

Attachments

- Exhibit A: Resolution R2024-007
Exhibit B: Resolution R2019-003



Peninsula Metropolitan Park District

RESOLUTION NO. R2024-007

GRANTING THE REQUEST FOR AN EASEMENT AT SUNRISE BEACH PARK

WHEREAS, in 2010 Pierce County transferred to the Peninsula Metropolitan Park District park property commonly known as Sunrise Beach Park - Doc Weathers Property ("Sunrise Beach Park"); and

WHEREAS, at the time of transfer, Sunrise Beach Park was encumbered by an ingress, egress and utility easement serving three privately owned residential properties; and

WHEREAS, the Board of Park Commissioners approved Resolution R2019-003 granting a non-exclusive easement for ingress, egress and utilities to an additional and adjoining parcel, Pierce County Tax Parcel No. 0221042024, in the same location as the existing easements for a residence; and

WHEREAS, another adjoining property owner, Pierce County Tax Parcel No. 0221042004, has requested that PenMet Parks convey to it a non-exclusive easement for ingress, egress and utilities in the same location as the four existing easements to serve a residential home and is otherwise landlocked; and

WHEREAS, pursuant to RCW 35.61.132, a metropolitan park district may convey an easement if the Board unanimously declares that conveying the property interest will not detrimentally affect use of the property for park or other recreational purposes and the easement is sold to the highest bidder. Under the circumstances where there is only one interested party, the bidding requirement may be satisfied by assuring that fair market value is paid by the purchaser, which is typically determined by an appraisal; and

WHEREAS, the value of the requested easement as determined by appraisal is \$5,900.00; and

WHEREAS, PenMet Parks staff has evaluated the proposed easement in accordance with Policy P10-101: Board Policy and Procedures; and

WHEREAS, PenMet Parks has determined the proposed easement will not negatively impact PenMet Parks' use of Sunrise Beach Park and that the public benefit provided by granting the easement outweighs the minimal risk

NOW THEREFORE BE IT

RESOLVED, by a unanimous Board of Park Commissioners of the Peninsula Metropolitan Park District that the sale of a non-exclusive easement located over and



within the existing non-exclusive easements as specified in the Grant of Easement attached hereto as Exhibit A, will not detrimentally affect use of the Sunrise Beach Park for park or other recreation purposes. It is further

RESOLVED, by the Board of Park Commissioners of the Peninsula Metropolitan Park District that upon payment, the Executive Director is authorized to negotiate any remaining terms and to execute the Grant of Easement substantially in the form attached as Exhibit A.

The foregoing resolution was unanimously adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on March 19, 2024.

Maryellen (Missy) Hill
President

Laurel Kingsbury
Clerk

Attest: Ally Bujacich



Peninsula Metropolitan Park District

RESOLUTION NO. R2019-003

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN EASEMENT ACROSS SUNRISE BEACH PARK

WHEREAS, in 2010 Pierce County transferred to the Peninsula Metropolitan Park District park property commonly known as Sunrise Beach Park – Doc Weathers Property (“Sunrise Beach Park”).

WHEREAS, at the time of transfer, Sunrise Beach Park was encumbered by ingress, egress and utility easements serving three privately owned residential properties.

WHEREAS, the property owner of Pierce County Tax Parcel No. 0221042024 which adjoins the residential properties who currently enjoy an easement through Sunrise Beach Park and is otherwise landlocked has requested that PenMet Parks convey a non-exclusive easement for ingress, egress and utilities in the same location as the existing easements to serve a residential home.

WHEREAS, pursuant to RCW 35.61.132, a metropolitan park district may sell real property if the Board unanimously declares the property surplus for park or other recreational purposes and sells to the highest bidder. These requirements apply to the sale of any property interest, including an easement. Under the circumstances where there is only one interested party, the bidding requirement may be satisfied by assuring that fair market value is paid by the purchaser, which is typically determined by an appraisal.

WHEREAS, the value of the requested easement as determined by appraisal is \$700.00.

WHEREAS, the property owner of Pierce County Tax Parcel No. 0221042024 provided a deposit to PenMet Parks in the amount of \$8,500.00 which was used to pay for the appraisal in the amount of \$4,200.00, for PenMet Parks’ staff time in the amount of \$500.00 and for PenMet Parks legal expenses associated with this request in the amount of \$2,000.00 totaling \$6,700.00. Including payment for the value of the easement the total price is \$7,400.00.

WHEREAS, the proposed easement will not negatively impact PenMet Parks use of Sunrise Beach Park because it is non-exclusive and in the same location as existing easements.

NOW THEREFORE BE IT

RESOLVED that the property interest in the form of a non-exclusive easement and located over and within existing non-exclusive easements is hereby declared surplus for park or other recreation purposes to the extent specified in the Grant of Easement attached hereto as Exhibit A. It is further

RESOLVED that the Interim Executive Director is authorized to negotiate any remaining terms and execute the Grant of Easement substantially in the form attached as Exhibit A and shall refund the balance of the deposit to the property owner of Pierce County Tax Parcel No. 0221042024 in the amount of \$1,100.00.

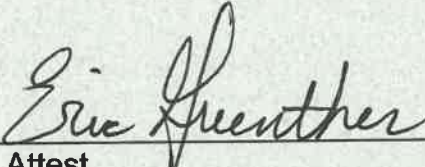
The foregoing resolution was unanimously adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on April 22, 2019.



Maryellen Hill, President



Amanda Babich, Clerk



Attest

WHEN RECORDED RETURN TO:

**Mark R. Roberts
7525 Pioneer Way, Suite 202
Gig Harbor, WA 98335**

GRANT OF EASEMENT

Grantor: Peninsula Metropolitan Park District, a municipal corporation
Grantee: Ian Brodie and Jessica Broadie, a married couple
Legal Description (abv.): Ptn SW1/4 of SW1/4, Sec. 33, TNP 22 RGE 02E
Assessor's Tax Parcel ID Nos. 0222333027 (PMPD) and 0221042044 (Broadie)
Reference Nos. of Documents Released or Assigned: None.

THIS GRANT OF EASEMENT is made this _____ day of March, 2024, by and between the PENINSULA METROPOLITAN PARK DISTRICT, a Washington municipal corporation ("Grantor") and IAN BRODIE and JESSICA BROADIE, a married couple (collectively "Grantee").

1. Property Subject To This Agreement.

A. Grantor's Property. Grantor is the owner of the real property situated in Pierce County, Washington and legally described as follows:

Section 33 Township 22 Range 02 Quarter 33: BEG SE COR SW OF SW TH N 87 DEG 10 MIN W ALG S LI SEC 328.6 FT TO PT OF INTER OF CURVE ON MOLLER CO RD RELOC TH N 21 DEG 06 MIN W 179.35 FT TO PT ON CURVE OF 16 DEG TO RIGHT THRU ANGLE OF 64 DEG 34 MIN 30 SEC DIST 403.57 FT TH N 43 DEG 28 MIN 30 SEC E TO INTER E LI SW OF SW TH S 00 DEG 11 MIN W ALG SD E LI TO BEG LESS CO RD TOG/W POR 18TH AVE NW ABUTT VAC PER ORD 96-87 CORRECTED BY ORD NO 2004-47 EXC THAT POR DED AS R/W PER AFN 96-07-05-0036 DC6/5/97JU DC/BL 06-10-05BL DC00516678 5/2/17DX.

Pierce County Tax Parcel No. 0222333027

B. Grantee's Property. Grantee is the owner of the real property situated in Pierce County, Washington and legally described as follows:

THE SOUTH HALF OF LOT 4, PLAT OF THE GIG HARBOR ABANDONED MILITARY RESERVE IN SECTION 4, TOWNSHIP 21 NORTH RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON;

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND UPON THE WEST 30 FEET OF THE NORTH HALF OF LOT 4, PLAT OF THE GIG HARBOR ABANDONED MILITARY RESERVE IN SECTION 4, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON;

EXCEPT THE NORTH 50 FEET THEREOF;

ALSO TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND UPON THE WEST 30 FEET OF THE NORTH 50 FEET OF LOT 4, PLAT OF THE GIG HARBOR ABANDONED MILITARY RESERVE IN SECTION 4, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON;

AND ALSO TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND UPON THE WEST 30 FEET OF LOT 1, PLAT OF THE GIG HARBOR ABANDONED MILITARY RESERVE IN SECTION 4, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON;

AND ALSO TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER, THROUGH AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 7, PLAT OF THE GIG HARBOR ABANDONED MILITARY RESERVE IN SECTION 33, TOWNSHIP 22 NORTH, RANGE 2, EAST OF THE WILLAMETTE MERIDIAN; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 7 OF THE GIG HARBOR ABANDONED MILITARY RESERVE, 15 FEET; THENCE NORTH 15 FEET; THENCE WEST 15 FEET TO THE WEST LINE OF SAID LOT 7 OF THE GIG HARBOR ABANDONED MILITARY RESERVE; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 7, 15 FEET, TO THE POINT OF BEGINNING, IN PIERCE COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

Pierce County Tax Parcel No. 0221042004

2. **Grant of Easement.** Grantor hereby grants and conveys to Grantee a non-exclusive easement for ingress, egress and utilities across the following described property:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 328.6 FEET; THENCE NORTH 21° 06' WEST 30 FEET; THENCE EAST TO THE INTERSECTION WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 00°11' WEST ALONG SAID EAST LINE TO THE POINT OF BEGINNING. ALL SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON. SUBJECT TO

EASEMENT AND MAINTENANCE AGREEMENT FILED UNDER PIERCE COUNTY AUDITOR'S FILE NO. 8206280152.

The easement is also depicted on the attached Exhibit "A".

3. **Terms of Grant of Easement.** The terms of this Grant of Easement are as follows:

- A. The easement shall be used for one single family residence only and not for any commercial purpose.
- B. In exercising the rights herein granted, the Grantee, her successors and assigns, may pass and repass over said easement and may cut and remove brush, trees and other obstructions within said easement boundaries. The Grantee, her successors and assigns, shall make no use of the land occupied by said easement except for the purposes stated herein.
- C. By exercising any rights whatsoever pursuant to this Grant of Easement, Grantee agrees to indemnify, defend and hold Grantor, its elected or appointed commissioners, officials, employees or agents (collectively "Grantor Parties") harmless from and against any and all claims, causes of action, liabilities, debts, demands, suits or obligations which may be made against Grantor Parties, or against Grantor's title in the Property, arising out of, relating to or in connection with, any alleged act or omission of Grantee or any person claiming under, by, or through Grantee. If it becomes necessary for Grantor Parties to defend any action seeking to impose any such liability, Grantee will pay Grantor Parties all court costs and reasonable attorneys' fees incurred by Grantor Parties in effecting such defense in addition to all other sums that Grantor Parties may be called upon to pay by reason of the entry of a judgment against it in the litigation in which such claim is asserted.
- D. Grantee shall bear the expense and shall furnish for her use all utility services, including but not limited to water, sewer, gas, electricity, phone, oil and garbage removal and any improvements to the existing road.
- E. All work performed or caused to be performed in the easement area by Grantee shall be completed in a careful and workmanlike manner, free and clear of all claims or liens.

4. **Miscellaneous.**

- A. This Grant of Easement constitutes the full agreement of the parties relative to the subject matters contained herein. All prior negotiations are merged into this Grant of Easement, and this Grant of Easement shall be modified only by a written modification executed by all parties hereto or their heirs, successors or assigns.
- B. The failure of a party to this Easement to insist upon the performance of any of the terms and conditions of this Easement shall not be construed as thereafter

GRANTEE:

IAN BROADIE

JESSICA BROADIE

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that IAN BROADIE and JESSICA BROADIE, a married couple, signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this ____ day of March, 2024.

[Notary Signature]

[Type or Print Name of Notary]

NOTARY PUBLIC in and for the State
of Washington.
My commission expires:_____

EXHIBIT A
Depiction of Easement
(Not to Scale)

