

**METROPOLITAN PARK DISTRICT  
OF TACOMA**



**AGENDA**

**OCTOBER 22, 2018  
6:00 P.M. MPT HEADQUARTERS  
4702 S. 19<sup>TH</sup> STREET  
TACOMA, WA 98405**

**MEETINGS ARE RECORDED AND MAY BE HEARD AT THE  
PARK DISTRICT OFFICES UPON REQUEST**

**COMMISSIONERS**

**ANDREA SMITH, PRESIDENT  
AARON POINTER, CLERK  
ERIK HANBERG  
TIM REID  
JESSIE BAINES, JR.**

**5:30 P.M. STUDY SESSION 3<sup>rd</sup> QUARTER DISTRICT FINANCIAL REPORT**

**6:00 P.M. CALL TO ORDER**

**ROLL CALL**

**FLAG SALUTE**

**PUBLIC HEARING 2019 REGULAR PROPERTY TAX COLLECTION  
2019 EXCESS PROPERTY TAX COLLECTION**

**SPECIAL PRESENTATIONS**

**TRILLIUM AWARD -MARINA BECKER**

**TACOMA KIWANIS 100<sup>TH</sup> ANNIVERSARY PROCLAMATION**

**PRESIDENT'S REPORT**

**STANDING COMMITTEE & COMMISSION REPORTS**

**EXECUTIVE DIRECTOR'S REPORT**

**REGULAR MEETING**

**CITIZEN COMMENTS**

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"Park District meeting sites are accessible to people who require  
special accommodations, please contact 305-1091  
48 hours prior to the meeting time."



MINUTES

(5-10) MINUTES OF THE OCTOBER 8, 2018 REGULAR BOARD MEETING

CONSENT AGENDA

REGULAR AGENDA

PURCHASING RESOLUTIONS

*(Requiring one reading for adoption)*

PUBLIC WORKS PURCHASING RESOLUTIONS

*(Requiring one reading for adoption)*

(11-12) **RESOLUTION NO. PW82-18:** PARKS & RECREATION, BOILER/HVAC MAINTENANCE & REPAIR PROJECTS, BID NO. P2017-18(10) CONTRACT AWARDED TO MACDONALD-MILLER FACILITY SOLUTIONS INC. (Contact: Marina Becker, Director of Parks and Recreation)

(13-16) **RESOLUTION NO. PW83-18:** WATERFRONT PHASE 1 SAIL MOUND B CONTRACT AWARD FOR CALL TO ARTISTS#:J2018-20 TO NICHOLE RATHBURN FOR COMMISSIONING OF ART (Contact: Debbie Terwilleger, Director of Planning & Development)

SINGLE READING RESOLUTIONS

*(Requiring one reading for adoption)*

(17-34) **RESOLUTION NO. R84-18:** LONG TERM LEASE BY AND BETWEEN THE KOREAN WOMEN’S ASSOCIATION AND THE METROPOLITAN PARK DISTRICT OF TACOMA FOR THE PORTLAND AVENUE COMMUNITY CENTER (Contact: Marina Becker, Director of Parks & Recreation)

(35-37) **RESOLUTION NO. R85-18:** ENDORSEMENT OF TACOMA CREATES (Contact: President Smith)

SECOND READING RESOLUTIONS

*(Requiring two readings for adoption)*

FIRST READINGS:

*(Requiring two readings for adoption)*

UNFINISHED BUSINESS

NEW BUSINESS

BOARD COMMENTS

ADJOURNMENT

UPCOMING BOARD MEETINGS

|                   |                               |         |                   |
|-------------------|-------------------------------|---------|-------------------|
| October 24, 2018  | Capital Improvement Committee | 5:00 PM | Park Headquarters |
| November 5, 2018  | Committee of the Whole        | 5:00 PM | Park Headquarters |
| November 13, 2018 | Regular Park Board Meeting    | 6:00 PM | Park Headquarters |

November 14, 2018 Capital Improvement Committee

5:00 PM

Park Headquarters

\* Committee Meetings are subject to change - please check the Metro Parks Website, [www.metroparkstacoma.org](http://www.metroparkstacoma.org) for the most up to date meeting schedules.





**MINUTES OF REGULAR MEETING  
BOARD OF PARK COMMISSIONERS  
October 8, 2018**

PRESENT: Andrea Smith, President  
Aaron Pointer, Clerk  
Tim Reid  
Erik Hanberg  
Jessie Baines

IN THE CHAIR: Andrea Smith

PLACE: 4702 South 19<sup>th</sup> Street

FLAG SALUTE: Commissioner Baines

**STUDY SESSION**

**LIVABLE CITY YEAR UNIVERSITY OF WASHINGTON STUDENT PRESENTATION  
ON WATERFRONT GULCH VISIONING AND CONNECTIVITY**

Debbie Terwilleger introduced University of Washington student Team. Debbie Terwilleger commented that MPT and COT staff have been working in partnership UW Tacoma students on a joint project related to gulches in the community. Julia Bakke and Jinkun Li commented that students conducted site analyses to assess needs and opportunities for the gulches in Tacoma including Garfield, Mason, Puget and Buckley. Students studied hydrology, waterfront connections and design challenges related to the complex topography of the gulches. In addition, student researched other relevant factors related to the neighborhood site ecology including wildlife and tree canopy.

Students walked through their visionary plans for the future of the gulches using models and graphics. In regards to Garfield Gulch students commented that the site has great potential for ecological restoration but currently faces accessibility issues. It was noted that designing for Buckley Gulch requires understanding of landownership issues and careful consideration of where to connect the gulch to Ruston Way. The student team recognized that Puget Gulch is by far the most developed of the four gulches and is highly used. Students continue to study the sites hydrology, soils and topography to determine ways to support the gulches ecology. At Mason Gulch students considered neighborhood stakeholders and connectivity as well as ecological composition. Future design for this site focused on education and habitat enhancement.

The student Team walked through many of their designs options noting that the goal of each is to enhance ecological function, improve accessibility, provide programming and facilities for human activity as well as creating safer and interesting connection between each gulch and the waterfront.

**REGULAR MEETING**

The regular meeting of the Metropolitan Park District Board of Park Commissioners was called to order by Commissioner Smith at 6:00p.m.

**SPECIAL PRESENTATIONS**

Proclamation Expressing Appreciation To The Staff For Meeting The Community's Urgent Need

A proclamation honoring Metro Parks staff was read by President Smith to recognize employees who played a role in extending free day camps and activities during the recent Tacoma School District Labor dispute.

Commissioner Reid thanked staff for their commitment to the community.

Commissioner Pointer inquired about funding for the additional camp services provided by the District. Staff commented that Metro Parks funded the camp costs.

Tacoma Day Proclamation

Mary Anderson commented on the District's commitment to increasing the tree canopy in Tacoma. Ms. Anderson stated that this is the 10th Green Tacoma Day, noting activities and tree plantings will occur at 11 sites this year.

President Smith read a proclamation designating October 13, 2018 as Arbor Day and Green Tacoma Day.

Mike Carey, Urban Forester for the City of Tacoma thanked Metro Parks for its continued commitment. He also commented that the City of Tacoma has been a Tree City USA member for 24 years.

A brief discussion regarding street tree species ensued.

**PRESIDENTS REPORT**

President Smith commented on the Governor's recent visit to the new Eastside Community Center. She also commented on the successful AZA conference she attended in Seattle.

**STANDING COMMITTEE AND COUNCIL REPORTS**

Joint Municipal Action Committee

Commissioner Reid commented that at the last JMAC meeting Forterra gave a presentation on the land study mapping project. He commented that the project will be completed by the end of the year.

Active Lifestyle and Community Wellness Advisory Council

Commissioner Reid reported that the agenda items included a capital project status update and park master planning efforts.

**EXECUTIVE DIRECTOR'S REPORT**

Executive Director, Shon Sylvia commented on the following:

- Marina Becker recognized Roy Fletcher on the occasion of his retirement after 30 years with Metro Parks.
- Alan Varsik recognized John Houck on the occasion of his retirement after 32 years at Point Defiance Zoo.
- Alan Varsik introduced new employee Shelby Taylor.
- Advocacy Summit will be held on Wednesday, October 10<sup>th</sup> at 5:00pm at the Environmental Learning Center.

**CITIZEN COMMENTS**

Stephanie Smith commented that she has concerns about KWA operating the Portland Avenue Community Center because appear to only serve the senior population, that housing may occur in the future and that a 500 person amphitheater is being proposed by KWA.

She noted that the social services that are planned to be offered by KWA may be too much for the center space to handle.

**MINUTES OF THE SEPTEMBER 10, 2018 REGULAR BOARD MEETING**

Commissioner Hanberg moved to adopt the minutes as presented; seconded by Commissioner Pointer and passed on a vote of 5-0.

**CONSENT AGENDA**

**RESOLUTION NO. C77-18:** REVISING NOVEMBER 2018 MEETING SCHEDULE FOR THE BOARD OF PARK COMMISSIONERS

**RESOLUTION NO. C78-18:** APPROVAL OF WARRANTS CLAIM FUND FOR SEPTEMBER 2018

Commissioner Hanberg moved to adopt the consent agenda as presented; seconded by Commissioner Pointer and passed on a vote of 5-0.

**PURCHASING RESOLUTIONS** None

**PUBLIC WORKS PURCHASING RESOLUTIONS** None

**SINGLE READING RESOLUTIONS**

**RESOLUTION NO. R79-18:** APPOINTING ALLIANT INSURANCE SOLUTIONS INC. AS INSURANCE BROKER OF RECORD FOR EMPLOYEE BENEFITS INSURANCE

Commissioner Hanberg moved adoption of the resolution; seconded by Commissioner Pointer.

Paul Weed commented that in June of 2018 Metro Parks Tacoma issued a Request for Proposal (RFP) for Insurance Broker of Record for Employee Benefits. Seven responses were received and reviewed by staff from the Health and Welfare Committee. From the review of the responses three vendors were identified as top candidates and asked to participate in a presentation/interview. The review committee selected Alliant Insurance Solutions, Inc., The proposed term is for 26 months. It was noted that Alliant is located in Bellevue and has a large portfolio of services and provides services to a number of other local government agencies and municipalities. Mr. Weed noted that other two brokers under consideration were Albers & Co., and Gallagher.

Being no additional comments the question was called and the resolution passed on a vote of 5-0.

**RESOLUTION NO. R80-18:** APPROVING AN AGREEMENT FOR CONSTRUCTION OF PLAY EQUIPMENT AT CHARLOTTE'S BLUEBERRY PARK BY THE TRUST FOR PUBLIC LAND

Commissioner Hanberg moved adoption of the resolution; seconded by Commissioner Pointer.

Debbie Terwilleger commented that this resolution was brought to the CIC for review on August 26<sup>th</sup>.

Ms. Terwilleger commented that Trust for Public Land, using a grant from Kaiser Permanente, has been working with communities to facilitate and construct selected park amenities. MPT's Charlotte's Blueberry Park was chosen as a site featuring a health-focused playground to complement the new community garden. In addition, TPL has worked with MPT staff to lead a participatory design process involving multiple community events for input and feedback to meet the neighborhood's desires. This project includes community outreach, design, procurement, installation/construction and construction administration from TPL. The project will provide new play equipment and base material valued at \$100,000.00

Staff commented that the agreement between MPT and TPL will outline the parties' respective roles and responsibilities for the project. MPT will have full ownership and maintenance once a Letter of Acceptance from MPT is agreed and signed.

Commissioner Pointer commented that Charlotte Valbert would be proud.

Being no additional comments the question was called and the resolution passed on a vote of 5-0.

**RESOLUTION NO. R81-18: FOSS HIGH SCHOOL SOFTBALL FIELD PARTNERSHIP, INTERLOCAL AGREEMENT WITH TACOMA SCHOOL DISTRICT AND CAPITAL FUNDING ALLOCATION**

Commissioner Hanberg moved adoption of the resolution; seconded by Commissioner Pointer.

Debbie Terwilleger commented that this resolution was reviewed at the September 26<sup>th</sup> CIC meeting.

Staff indicated that this resolution authorizes the appropriation of \$250,000 from 2014 UTGO Bond Funds (Athletic Complex Partnership Project Sub-category) for construction of a Title 9 Softball Field at Foss High School. This resolution would also authorize the Executive Director to enter into the necessary agreements with the Tacoma School District.

Commissioner Pointer asked about safety with other fields on site. Staff commented that netting will be put up between fields for safety.

Commissioner Hanberg asked if this work is a risk of being "undone" if there is future work at the Heidelberg complex. Ms. Terwilleger commented that there is no anticipated impact to the girls' softball field project.

Being no additional comments the question was called and the resolution passed on a vote of 5-0.

**SECOND READINGS RESOLUTIONS** None

**FIRST READING RESOLUTIONS** None



**UNFINISHED BUSINESS** None

**NEW BUSINESS**

**BOARD COMMENTS:**

Commissioners Smith and Reid requested that staff develop response to the recent Lincoln Park Article.

**ADJOURN:**

Being no further business, the meeting was adjourned at 6:50 p.m.

**APPROVED:**

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President

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Clerk


Submitted by: Jennifer Bowman, Board Secretary





**MEMORANDUM**

TO: Board of Park Commissioners

THROUGH: Shon Sylvia, Executive Director 

FROM: Marina Becker, Director of Parks and Recreation Department

SUBJECT: **Boiler/HVAC Maintenance & Repairs Projects**  
**Approval of Change Order #1 to MacDonald-Miller Facility Solutions, Inc.**

DATE: October 15, 2018

**EXECUTIVE SUMMARY:** This resolution authorizes the Executive Director to execute Change Order #1 with MacDonald-Miller Facility Solutions, Inc. in the amount of \$100,000.00 (including sales tax) for additional maintenance and repairs of Boilers and HVAC systems for multiple Metro Parks Tacoma facilities.

**BACKGROUND:** Metro Parks Tacoma has multiple boilers and HVAC units that require routine and quarterly inspection, maintenance and repair. In 2017 the Parks Department advertised the Boiler/HVAC Maintenance and Repairs Project Bid No. P2017(18)-10 in the News Tribune and the Seattle Daily Journal of Commerce circular on March 7, 2017. Two companies responded and MacDonald-Miller Facility Solutions submitted the lowest bid and was awarded the contract in an amount not to exceed \$155,000. Change order #1 of \$100,000 will increase the total contract amount not to exceed \$255,000. With the opening of Eastside Community Center Metro Parks will accept the responsibility for inspection, maintenance and repair of the boiler and HVAC systems in the facility. In addition, Metro Parks has several aging facilities that require additional maintenance and repairs.

**FISCAL IMPACT:** Funding is from the Department of Parks and Recreation operating expense budget.

**ADDITIONAL INFORMATION:** For additional information, please contact Marina Becker at (253) 305-1024.

**METROPOLITAN PARK DISTRICT OF TACOMA**

**RESOLUTION NO. PW82-18**

**PARKS & RECREATION, BOILER/HVAC MAINTENANCE & REPAIR PROJECTS  
BID NO. P2017-18(10)  
CONTRACT AWARDED TO MACDONALD-MILLER FACILITY SOLUTIONS INC.**

WHEREAS, the Metropolitan Park District of Tacoma maintains boilers and HVAC units in multiple facilities; and

WHEREAS, in 2017 the Metropolitan Park District of Tacoma advertised the need for Boiler and HVAC maintenance and repairs, and

WHEREAS, the Metropolitan Park District of Tacoma awarded the contract to MacDonald-Miller Facility Solutions, Inc. in the amount of \$155,000.00, and

WHEREAS, the Parks & Recreation Department Staff recommends to increase the contract with MacDonald-Miller Facility Solutions, Inc. due to additional repairs and services needed as various facilities; now, therefore, be it

RESOLVED by the Board of Park Commissioners of the Metropolitan Park District of Tacoma to approve Change Order #1 to MacDonald-Miller Facility Solutions, Inc. in the amount of \$100,000.00 (including sales tax), for a total contract amount not to exceed \$255,000.00.

The foregoing resolution was adopted by the Board of Commissioners of the Metropolitan Park District of Tacoma at a regular meeting held on \_\_\_\_\_, 2018.

ATTEST:

\_\_\_\_\_  
President


\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Clerk



**MEMORANDUM**

TO: Board of Park Commissioners

THROUGH: Shon Sylvia, Executive Director 

FROM: Debbie Terwilleger, Director of Planning & Development

**SUBJECT: Waterfront Phase 1 Sail Mound B Art Contract Award for Call to Artists#:J2018-20: Nichole Rathburn for Commissioning of Art**

DATE: October 8, 2018

**EXECUTIVE SUMMARY:** This resolution authorizes a contract award to Nichole Rathburn for commissioning of artwork for \$60,000.00. The total project costs, to include the artist administrative fee, will be \$ 77,250.00 as detailed below.

**CAPITAL IMPROVEMENT COMMITTEE RECOMMENDATION:** The Capital Improvement Committee reviewed this resolution at the Committee of the Whole (COW) meeting on October 15, 2018 and recommended forwarding this item on to the full Board for approval.

**BACKGROUND:** The creation of an outdoor public artwork is a key recommendation of the Waterfront Phase I Art Brief developed by Adam Kuby. The selected artist will create an immersive, artful experience atop Sail Mound B, which is an open, flat, triangular 15' x 15' x 15' space atop a small hill, with 360 degree views of Puget Sound, Point Defiance Park, and the ferry terminal. Because of its perch, the space will naturally draw people to it. The artwork should build upon this to create an inviting, rewarding experience for those who make the trip up the hill. The final artwork should consider the entire space atop Sail Mound B, which could include integrated elements and/or artful amenities, and should provide a different experience than the areas atop the other nearby sail mounds. The artwork should appeal to people of all ages. The artist will coordinate their work with Site Workshop Landscape Architects.

On July 16, 2018, Call To Artists#: 2018-20 was announced, seeking a Tacoma, Washington based artist to create an artful experience on Sail Mound B on the Dune Peninsula. The announcement was advertised and posted on the Metro Parks and City of Tacoma websites. By the deadline of August 13, 2018, 16 artists submitted their qualification and statements of interest. The appointed Art Selection & Review Committee, comprised of representatives from City of Tacoma, Metro Parks, Site Workshop and the Arts and Heritage Advisory Council met on August 22, 2018 and selected four finalists. The finalists presented proposals to the panel on September 26<sup>th</sup> and the panel unanimously selected Nichole Rathburn for the project.

Based on the selection process outlined above, staff recommends a contract award for Waterfront Phase 1 Sail Mound B Art Contract Award for Call to Artists#:J2018-20 to Nichole Rathburn for commissioning of artwork in the amount of \$60,000.00. Her contract will be managed by Amy McBride, Tacoma Arts Administrator, by way of an existing Memorandum of Understanding for these services to Metro Parks Tacoma.

**FISCAL IMPACT:** The project is to be funded by the District Art Fund/2014 UTGO Bond Funds (\$60,000.)

**ADDITIONAL INFORMATION:** For additional information, please contact Debbie Terwilleger, Director of Planning & Development, 253-305-1086.

**METROPOLITAN PARK DISTRICT OF TACOMA**

**RESOLUTION NO. PW83-18**

**WATERFRONT PHASE 1 SAIL MOUND B  
CONTRACT AWARD FOR CALL TO ARTISTS#:J2018-20  
TO NICHOLE RATHBURN FOR COMMISSIONING OF ART**

WHEREAS, the Board of Park Commissioners of the Metropolitan Park District of Tacoma desires to incorporate public art as part of the Park District's capital development program; and

WHEREAS, On July 16, 2018, Call To Artists#:J2018-20 was announced seeking an artist to create an artful experience on Sail Mound B on the Dune Peninsula; and

WHEREAS, the Art Selection & Review Committee comprised of representatives from City of Tacoma, Metro Parks, Site Workshop, and the MPT Arts and Heritage Advisory Council evaluated 16 artist submittals; and

WHEREAS, the review process has been completed and it is the recommendation of the Art Selection & Review Committee that the contract for commissioning of art be awarded to Nichole Rathburn; now, therefore, be it

RESOLVED, by the Board of Park Commissioners of the Metropolitan Park District of Tacoma to award Call To Artists#:J2018-20 commissioning of art contract for Waterfront Phase 1 Sail Mound B to Nichole Rathburn in an amount of \$60,000.

The foregoing resolution was adopted by the Board of Commissioners of the Metropolitan Park District of Tacoma at a regular meeting held on \_\_\_\_\_ 2018.

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Clerk







**MEMORANDUM**

TO: Board of Park Commissioners

THROUGH: Shon Sylvia, Executive Director *Shon Sylvia*

FROM: Marina Becker, Director of Parks and Recreation

**SUBJECT: Lease of Portland Avenue Community Center by Korean Women's Association**

DATE: October 15, 2018

**EXECUTIVE SUMMARY:** This resolution authorizes the Executive Director to negotiate final terms and enter into a long-term lease of Portland Avenue Community Center with Korean Women's Association (KWA). As part of the lease agreement, KWA shall provide services as needed by the community at that location.

**BACKGROUND:** With the opening of the new Eastside Community Center, Metro Parks will no longer be operating or offering programs at the Portland Avenue Community Center. After robust outreach, it has been determined that the Portland Avenue Community Center and Park are vital to the Eastside community and will remain as a publicly owned asset.

Metro Parks published an RFP to solicit proposals to identify a preferred partner to provide priority services as identified by the community at Portland Avenue Community Center. A panel of three Metro Parks staff members and three community members from the Eastside reviewed the proposals, conducted interviews with the proposers, and unanimously selected KWA as the preferred provider of services.

KWA was introduced to the public at an open house on August 16, 2018 at Portland Avenue Community Center. After sharing their vision for building improvements and services, the public was given a two-week period to comment on KWA's vision and proposed services. No formal comments were received following the public meeting. Staff drafted terms of a long-term lease with KWA.

Through official motions and other communication, the Board of Park Commissioners has given staff direction regarding lease terms:

1. An option for KWA to purchase the property will not be included in the lease;
2. No housing will be considered on the property in the lease;
3. The lease must only give KWA exclusive rights to the current footprint of the Portland Avenue Community Center;
4. Any major upgrades or modifications to the building must be approved in writing by Metro Parks Executive Director or designee and shall be communicated to the Board of Park Commissioners.
5. Ensures that there are appropriate check-ins with tenant and provides for an exit/termination clause that can address any change in community interest throughout the years.

**FISCAL IMPACT:** In lieu of monthly payments, KWA agrees to capital and operating costs that will upgrade the building and provide priority services to the community. Staff believes the investment in the infrastructure of the building are more valuable to the taxpayers than a monthly rent comparable to other facilities leased to service providers by Metro Parks. Major maintenance activities and replacement are also included in the lease terms.

**ADDITIONAL INFORMATION:** For additional information, please contact Marina Becker, Director of Parks and Recreation department at (253) 305-1024 or MarinaB@TacomaParks.com.

**METROPOLITAN PARK DISTRICT OF TACOMA**

**RESOLUTION NO. R84-18**

**LONG TERM LEASE BY AND BETWEEN THE KOREAN WOMEN'S ASSOCIATION  
AND THE METROPOLITAN PARK DISTRICT OF TACOMA  
FOR THE PORTLAND AVENUE COMMUNITY CENTER**

WHEREAS, Due to the opening of the new Eastside Community Center, Metro Parks will no longer be operating or offering services at Portland Avenue Community Center; and

WHEREAS, The community desires Portland Avenue Community Center and Park to remain public assets and community service programs to be offered at Portland Avenue Community Center; and

WHEREAS, Following a published RFP to find a suitable service provider, proposal review and interview process, Korean Women's Association has been identified as the preferred provider of community programs at Portland Avenue Community Center; and

WHEREAS, The community has had the opportunity to provide feedback on the programs and improvements proposed by Korean Women's Association and on the feedback received from the Board of Park Commissioners at prior Committee of the Whole and Board Meetings;

Now, therefore, be it

RESOLVED by the Board of Park Commissioners of the Metropolitan Park District of Tacoma, that they authorize the Executive Director to negotiate final terms and enter into a long-term lease with Korean Women's Association for Portland Avenue Community Center, so long as the lease:

1. Does not contain an option for Korean Women's Association to purchase the property;
2. Does not include any housing on the property;
3. Only gives Korean Women's Association exclusive rights to the current footprint of the Portland Avenue Community Center;
4. States any upgrades or modifications to the building must be approved in writing by Metro Parks Executive Director or designee and communicated to the Board of Park Commissioners;
5. Ensures that there are appropriate check-ins with tenant and provides for an exit/termination clause that can address any change in community interest throughout the years.

The forgoing resolution was adopted by the Board of Park Commissioners of the Metropolitan Park District of Tacoma at a regular meeting held on \_\_\_\_\_ 2018.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Clerk

## Summary of Key Language in KWA Portland Avenue Lease

| Key Language   | Section                  |
|--|--------------------------|
| Lease commences on November 1, 2018  | 2                        |
| Lease term is for Fifty (50) years with five (5) five-year extensions  | 2                        |
| Lease may be terminated by either party with 365 days' written notice  | 2                        |
| Tenant shall not have the right nor option to purchase the Park or Premises during this Lease  | 2                        |
| At no time during this Lease will Tenant be allowed to construct or offer housing within the Park or the Premises.   | 3                        |
| In lieu of a monthly payment, KWA is investing \$1,000,000 in capital and operating costs  | 4A                       |
| Tenant will pay damage deposit of \$5,000  | 5                        |
| Tenant accepts building "As-Is"  | 6                        |
| Tenant will change out key cores with their own cores at their expense   | 7                        |
| Tenant to pay costs associated with utilities including water, power, garbage, sewer, phones, fire alarms and security alarms  | 8                        |
| Tenant will be responsible for all maintenance and repairs to the facility, except as outlined in Attachment "D."  | 9                        |
| Metro Parks shall take full responsibility for all external maintenance, repairs and operations outside the footprint of the building to include, but not limited to the parking lot, external landscaping, wading pool, restrooms, playground, picnic shelter, sports fields, sports courts, and walking paths.   | 9D                       |
| A capital replacement and repair schedule is outlined in Attachment "E"  | 10                       |
| Tenant must get MPT approval for any alterations to the building   | 10                       |
| At no times will Tenant be permitted to remove trees   | 16E                      |
| Maps of Leased Area  | Attachment B 1 & 2       |
| Priority Services Outlined: <ul style="list-style-type: none"> <li>• Public meeting rooms</li> <li>• Adequate parking</li> <li>• Youth development programs</li> <li>• Social gathering opportunities</li> <li>• Solutions to Eastside food desert (such as meal programs)</li> <li>• Senior programs</li> <li>• Senior meals</li> <li>• Medical services</li> </ul>   | Attachment C – Section 1 |
| Priority Audiences Outlined: <ul style="list-style-type: none"> <li>• Multi-ethnic opportunities</li> <li>• Multi-generational opportunities</li> <li>• Women</li> <li>• Youth</li> <li>• Persons with disabilities</li> </ul>   | Attachment C – Section 2 |
| Tenant agrees to provide a written report of services offered and an evaluation of community satisfaction six (6) months after the commencement of the lease, then at least annually each year of the lease. If Metro Parks deems the programs and services or community satisfaction unacceptable, the two parties will cooperatively work to revise the programs and services.   | Attachment C – Section 3 |
| List of Capital & Operational Costs: <ul style="list-style-type: none"> <li>• Kitchen Upgrades (\$100,000)</li> <li>• Carpet/flooring (\$50,000)</li> <li>• Interior Paint (\$30,000)</li> <li>• Exterior Paint (\$30,000)</li> <li>• Furnishings (\$80,000)</li> <li>• Cubicles (\$40,000)</li> <li>• Phone System (\$20,000)</li> <li>• Computers (\$10,000)</li> <li>• Staffing (2 years) (\$200,000)</li> <li>• Marketing (\$10,000)</li> <li>• Maintenance (\$30,000)</li> <li>• Structural Changes (\$200,000)</li> <li>• Entry Rebuild (\$150,000)</li> <li>• Contingency (\$50,000)</li> </ul> | Attachment D             |
| Maintenance Responsibilities Outlined  | Attachment E             |

**LEASE AGREEMENT**  
**between**  
**METROPOLITAN PARK DISTRICT OF TACOMA**  
**and**  
**KOREAN WOMEN'S ASSOCIATION**

This Lease Agreement is made and effective this 1st day of November, 2018 between the Metropolitan Park District of Tacoma, a Washington municipal corporation (hereinafter referred to as the "Metro Parks") and Korean Women's Association, a Washington public benefit corporation (hereinafter referred to as "Tenant").

In consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. **LEASE OF PROPERTY.** Metro Parks hereby leases to Tenant a portion of Portland Avenue Park (the "Park") consisting only of the building commonly known as the Portland Ave. Community Center which is located at 3513 Portland Avenue, Tacoma, WA, 98404 which the parties agree is approximately 9,500 square feet. The Park is legally described in Attachment A and the leased area, the building, is depicted on Exhibits B-1 and B-2. The building is hereinafter referred to as the "Premises". This Lease is subject to the terms, conditions, and provisions set forth herein and its attachments.
2. **LEASE TERM / OPTION / NO PURCHASE.** The term of this Lease shall commence on November 1, 2018 and shall end on October 31, 2068 unless terminated sooner pursuant to the provisions of this Lease. Provided Tenant is not in default and Metro Parks has not terminated this Lease as provided below and subject to terms agreeable to both Metro Parks and Tenant, this Lease may be extended for five (5) additional five (5) year periods. Notwithstanding anything to the contrary, either party may terminate this Lease at any time upon one year (365 days) written notice to the other party. All terms of this Lease will be reviewed every ten (10) years to ensure the objectives of the parties are being met. Tenant shall not have the right nor option to purchase the Park or Premises during this Lease.
3. **USE.** The Premises may only be used for providing public access and programming at the Premises as specified on Attachment "C" and such other uses as Metro Parks may approve in writing. Tenant may be allowed to use areas of the Park on a periodic basis as approved by Metro Parks. Tenant shall insure all such use will be consistent with and not in conflict with rules of use as established by Metro Parks. At no time during this Lease will Tenant be allowed to construct or offer housing within the Park or the Premises.
4. **CONSIDERATION.**
  - A. As partial consideration for this Lease and in lieu of a monthly rent payment, Tenant shall make all improvements and operational investments specified in Attachment "D" each of which shall be completed not later than the dates specified therein. Failure to timely make each of these improvements and operational investments shall be a material breach of this Lease.
  - B. As further consideration for this Lease, Tenant shall provide public access and programming at the Premises as specified on Attachment "C". Failure to timely and adequately provide public access and programming as required herein shall be a material breach of this Lease.
  - C. Tenant shall pay all taxes, charges and other governmental impositions, if any, assessed against or levied upon Tenant's fixtures, furnishings, equipment and personal property located on the Premises prior to delinquency. In addition, Tenant shall promptly pay any and all taxes currently applicable or that become applicable in the future to Tenant's use or occupancy of the Premises or to any activity carried on therein, including but not limited to the Washington Leasehold Excise Tax, which is currently 12.84%.
5. **SECURITY DEPOSIT.** Tenant shall provide a security deposit in the amount of Five Thousand Dollars (\$5,000.00) to be held by Metro Parks. This deposit shall be returned to the Tenant, exclusive of interest, at the termination of the Lease if all Lease terms and conditions have been met and if there are no outstanding bills by the Tenant owed to Metro Parks, or if Metro Parks has no claim(s) regarding damage or loss to the Premises and equipment.
6. **CONDITION OF THE PREMISES.** Metro Parks makes no representations nor warranties regarding the quality or condition of the Premises or the Park or its suitability for Tenant's intended use. Tenant



has been provided an opportunity to fully investigate and inspect the Premises and hereby accepts the Premises "as is".

7. **KEYS.** Metro Parks will work with Tenant to remove all key cores before the Lease commences, and Tenant shall, at its own expense, install new cores for all internal and external doors. Keys and security codes required to access the facility or the Premises are the sole responsibility of the Tenant; Tenant may provide the keys or codes to any third party or allow another user access to the Premises without Tenant staff being present at their own discretion.
8. **UTILITIES.** Tenant shall pay all utility costs associated with the Premises to the appropriate utility provider, including the following: (1) Water (2) Power (3) Garbage (4) Sewer and (5) Phones. Tenant is also responsible for all costs associated with fire and security alarm functions. Metro Parks shall not be liable for any loss, injury or damage to persons or property resulting from any variation, interruption, or failure of the utilities due to any cause whatsoever absent Metro Parks' negligence or willful misconduct, and then only to the extent of Metro Parks' proportionate share of liability. Variation, interruption or failure of the utilities shall not be construed as an eviction of Tenant, nor give rise to an abatement of or relieve Tenant from fulfillment of any covenant or agreement contained in this Lease, except in the event that such utilities prevent Tenant from occupying the building for its normal operations.
9. **MAINTENANCE, REPAIR AND REPLACEMENT OBLIGATIONS.**
  - A. Tenant shall keep the Premises and all interior and exterior components thereof, in a good, neat, clean and sanitary condition. Generally, Tenant shall be solely responsible for the care and daily maintenance of the Premises, including any and all costs related thereto and Metro Parks shall be solely responsible for all areas outside the Premises and within the Park. The respective responsibility for each party is specified on Attachment "E". Any item not listed as a responsibility of Metro Parks shall be the responsibility of Tenant.
  - B. Tenant shall, at no expense to Metro Parks, make all repairs or perform maintenance of whatsoever nature necessary to create, maintain, or restore the Premises to a condition required by any federal, state, or local law, rule or regulation, governing Tenants' use of the facility, except as specified in Attachment "E".
  - C. Metro Parks shall be responsible for all external maintenance, repairs and operations outside the footprint of the building but within the Park to include, but not limited to the parking lot, external landscaping, wading pool, restrooms, playground, picnic shelter, sports fields, sports courts, and walking paths, except to the extent damaged by Tenant, its employees, contractors or invitees.
  - D. Metro Parks may perform inspections of the Premises and notify Tenant in writing of any repairs which are identified by Metro Parks as needing to be made by the Tenant and shall include within the notice a time period in which such repairs shall be made. In the event that Tenant fails or refuses to make such repairs within the specified time period, Metro Parks may make such repairs and charge the Tenant therefore, which amount shall be paid to Metro Parks not later than thirty (30) days from the date of Metro Parks' invoice. Failure to timely pay such charges shall be considered a material breach of this Lease.
  - E. If the Tenant has any maintenance or repair concerns related to the Park, such concerns shall be directed to Metro Parks' Parks and Recreation Department. Metro Parks shall respond to those concerns in a timely manner.
  - F. The parties agree to jointly fund a complete facility assessment of the Premises at least every ten (10) years.
10. **ALTERATIONS AND CAPITAL IMPROVEMENTS.**
  - A. Tenant shall not make any alterations, additions, or improvements in or to the Premises or add, disturb, or in any way change any plumbing or wiring or other utility therein without the prior written consent of Metro Parks, including making changes required by federal, state, or local laws rules, or regulations necessary to make or maintain the Premises in condition for the Tenants use of the Premises. Tenant shall provide to Metro Parks for its review and approval detailed plans and specifications of any such alterations, additions or improvements, including those specified in

Attachment "D". Any repairs, improvements or alterations by Tenant may only be done at times and in conformity with plans and specifications approved in advance in writing by Metro Parks.

- B. If requested by Metro Parks, Tenant shall post a bond or other security reasonably satisfactory to Metro Parks to protect Metro Parks against liens arising from work performed by or for Tenant. All work performed must be done in a workmanlike manner and with material (when not specifically described in the plans and specifications approved by Metro Parks) of the quality and appearance customary in the trade for first-class construction of buildings of the type located on the Premises and will be the property of Metro Parks upon the expiration or earlier termination of this Lease, unless Metro Parks requires Tenant to remove any such improvements or alterations. In the event Metro Parks elects to require Tenant to remove such improvements or alterations, Tenant shall restore the Premises to the condition it was on the commencement date of the Lease, reasonable wear and tear excepted.
- C. Any and all alterations, additions, or improvements hereafter made in or to the Premises by the Tenant shall immediately become the property of Metro Parks, or may at Metro Parks' option remain the property of the Tenant. If the alteration, addition, or improvement is accepted by Metro Parks, it shall remain in and be surrendered with the Premises as a part thereof at the termination of this Lease at no cost to Metro Parks; otherwise, the alteration, addition, or improvement shall be removed at the Tenant's expense and the Premises restored to its original condition upon termination of this Lease.
- D. Tenant shall be allowed to use any and all equipment left on the Premises at the commencement of this Lease. If any of that equipment needs maintenance, repair or replacement, it shall be done at Tenant's sole cost and expense. Any equipment replacement shall become the property of the Tenant, and the old equipment shall be surplus by Metro Parks through its accepted procedures. Metro Parks makes no representations nor warranties as to the quality or condition of any of the equipment.
- E. The Tenant shall comply with all Federal, State and local laws and ordinances applicable to the work to be done under this Agreement.
11. LIENS. Tenant shall keep the Premises free from all liens arising out of any work performed, materials furnished, or obligations incurred by Tenant. If any such liens are filed, Metro Parks may, without waiving its rights and remedies for breach, and without releasing Tenant from any of its obligations hereunder, require Tenant to post security in form and amount reasonably satisfactory to Metro Parks or cause such liens to be released by any means Metro Parks deems proper, including payment in satisfaction of the claim giving rise to the lien. Tenant shall pay to Metro Parks upon demand any sum paid by Metro Parks to remove the liens, together with interest from the date of payment by Metro Parks, at the lesser of one and one-half percent (1-1/2%) per month or the maximum rate permissible by law.
12. INSPECTION. The Tenant shall allow Metro Parks' authorized representative access to the Premises at all reasonable hours for the purpose of examining and inspecting said Premises for purposes necessary, incidental to, or connected with the performance of its obligations hereunder, or in the exercise of its governmental functions. The Tenant agrees that Metro Parks or its authorized agent is authorized at any time, to inspect Tenant's operation for cleanliness, condition of equipment, services, and hours of operation. If not satisfactory, Metro Parks will notify Tenant in writing to correct any unsatisfactory conditions. Such written notice shall contain specific particulars so as to adequately advise Tenant of the conditions deemed unsatisfactory and the reasons and grounds for such conclusion. The Tenant shall take immediate steps to correct any such unsatisfactory condition.
13. INDEMNIFICATION AND INSURANCE.
- A. The Tenant shall indemnify and hold Metro Parks and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the Tenant's negligence or breach of any of its obligations under this Lease, provided that nothing herein shall require a Tenant to indemnify Metro Parks against and hold harmless Metro Parks from claims, demands or suits based solely upon the conduct of Metro Parks, its agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Tenant's agents or employees, and (b) Metro Parks, its agents, officers and employees, this indemnity provision with respect to (1)



claims or suits based upon such negligence (2) the costs to Metro Parks of defending such claims and suits shall be valid and enforceable only to the extent of the Tenant's negligence or the negligence of the Tenant's agents or employees.

B. The Tenant shall, prior to commencement of this Lease, provide to Metro Parks certificates of insurance evidencing the following insurance coverages and limits.

1) Comprehensive general liability policy, including:

- a) Premises/Operations liability
- b) Products/Completed Operations liability
- c) Blanket contractual liability
- d) Personal injury liability
- e) Stop gap liability

2) Automobile liability:

- a) Non-Owned and hired auto liability
- b) Owned auto liability
- c) Limits should not be less than \$1,000,000 Combined Single Limit for comprehensive general liability; \$2,000,000 Combined Single Limit Annual General Aggregate; and \$2,000,000 Annual Aggregate for Products and Completed Operations Liability. Automobile liability limits should not be less than \$1,000,000 Combined Single Limit. Stop gap liability should be not less than \$1,000,000.
- d) The minimum insurance coverages specified above do not limit the Tenant's liability or responsibility to Metro Parks.
- e) Said insurance policies shall name Metro Parks as an additional insured. No limitations or additions to this requirement will be accepted.
- f) It is agreed that these insurance policies are primary over any insurance which may be carried by Metro Parks.
- g) It is agreed that Metro Parks will be given notice in accordance with the policy provisions should any of the above described policies be cancelled before the expiration date.

C. Tenant's failure to provide and keep in force the aforementioned insurance will be regarded as a default hereunder, entitling Metro Parks to exercise any or all of the remedies provided in this Lease for default.

14. MUTUAL RELEASE AND WAIVER. To the extent a loss is fully covered by insurance in force and Metro Parks is fully reimbursed for its losses and damages, the Tenant and Metro Parks hereby mutually release each other from liability and waive the right of recovery against each other from any loss from perils insured against under their respective fire insurance policies, including any extended coverage endorsements thereof; providing that this release and waiver shall be inapplicable if it would have the effect of invalidating any insurance coverage of the Tenant or Metro Parks.

15. HAZARDOUS SUBSTANCES. Tenant shall not generate, handle, store, or dispose of any Hazardous Substance on, under, or in the Premises. As used herein, the term "Hazardous Substance" means any hazardous, toxic, or dangerous, waste, or material, which is or becomes regulated under any federal, state or local statute, ordinance, rule, regulation, or other law now or hereafter in effect pertaining to environmental protection, contamination, or cleanup. Tenant agrees to hold harmless, protect, indemnify, and defend Metro Parks from and against any damage, loss, claim, or liability resulting from any breach of this covenant, including any attorneys' fees and costs incurred. Metro Parks represents that, as of the time of occupancy by Tenant, Metro Parks is not aware of any Hazardous Substances in or about the Premises. This indemnity shall survive the termination of this Lease, whether by expiration of the Term or otherwise.

16. STANDARDS FOR USE.

- A. Tenant recognizes that, although it is operating the Premises as an independent operator, Metro Parks is organized and exists for the purpose of maintaining park and recreation facilities for the use and enjoyment of the general public. Therefore, the Tenant agrees to operate and conduct its operation on the Premises in a business-like manner, and will not permit any acts or conduct on the part of the Tenant's employees which would be detrimental to Metro Parks' operation or use of the portion of the facilities not included in the exclusively leased Premises. This includes assuming responsibility for the acts done by clients, customers or users of the Tenant's programs or the Premises.
- B. The Tenant shall be and remains an independent contractor with respect to any activity engaged in or upon the Premises or off of it. It is the Tenant's sole responsibility to obtain all necessary licenses and permits related to its operations from the appropriate local, state, or federal agency. The Tenant is solely responsible for all sales of merchandise, food, or beverages, it engages in, and hereby accepts full and exclusive liability for the payment of any and all taxes due the Local, State, and Federal governments. This includes all contributions or taxes for social security, workmen's compensation insurance, unemployment insurance, and/or old age retirement benefits, pension, or annuities now or hereafter imposed under any State or Federal law which are measured by wages, salaries, or other remuneration paid persons employed by Tenant for work performed under the terms of this Lease and shall indemnify and save harmless Metro Parks from any such contributions or taxes or any liability therefore.
- C. Tenant shall also follow any Rules and Regulations adopted by Metro parks relating to the use or operation of its facilities.
- D. Tenant shall conduct a background check of all officers, directors, employees and volunteers who work or provide services at the Premises. The background checks shall be in accordance with Metro Parks' background check policy.
- E. Tenant shall not trim or remove any trees or other plantings within the Park.
17. CLOSURE OF PREMISES. Subject to the prior written approval of Metro Parks, the Tenant may cease operations for a reasonable time, provided that a written notice of such impending closure is posted in a conspicuous place on the Premises for at least one week immediately prior to the closure date. The Tenant may close the Premises or any portion thereof in an emergency without the approval of Metro Parks. In the event of an emergency, Metro Parks may close the Premises or any portion thereof without prior notice.
18. DESTRUCTION OF PREMISES. In the event the Premises are destroyed or injured by fire or earthquake or other casualty, to the extent that they are untenable in whole or in part, then either party may terminate this Lease by notice given the other party within sixty (60) days after such event occurs.
19. CONDEMNATION. If all or part of the Premises are taken under power of eminent domain, or sold to a condemning authority in lieu thereof, this Lease shall terminate as to the part so taken as of the date the condemning authority takes possession. In case of a taking of part of the Premises not required for Tenant's reasonable use thereof, this Lease shall continue in full force and effect. Any award for the taking of all or part of the Premises under the power of eminent domain, including payments received for a sale to the condemning authority in lieu thereof, shall be the property of Metro Parks, whether made as compensation for diminution in value of the leasehold, for the taking of the fee, or for severance damages. Tenant may make a separate claim for loss of or damage to Tenant's trade fixtures and removable personal property and Tenant's moving expenses, so long as Tenant's claim does not result in any reduction to the amount of the award otherwise payable to Metro Parks.
20. COMPLIANCE WITH LAWS. The Tenant shall at all times be qualified to do the business or services it offers. Tenant shall further comply with all applicable local, state, or federal, laws, rules and regulations including those related to the Tenant's use of the Premises.
21. TAXES / FEES. The Tenant shall pay before delinquency all fees, charges and costs arising out of the Tenant's use and occupancy of the Premises, including, but not limited to charges imposed for governmental inspections or examinations; license and excise fees and occupation taxes covering the business conducted on the Premises, and taxes on personal property of the Tenant on the Premises.



22. ASSIGNMENT PROHIBITED. The Tenant shall not assign, sublet, transfer or delegate any interest, right or obligation in this Lease Agreement or the Premises without the prior written consent of Metro Parks, which consent may be withheld for any reason.
23. EQUALITY OF TREATMENT & NON-DISCRIMINATION. The Tenant shall conduct its business in a manner which assures fair, equal and non-discriminatory treatment at all times in all respects to all persons. The Tenant shall fully abide by all State and Federal non-discrimination laws and behave in ways that are consistent to Metro Parks' policies. Except to the extent permitted by bona fide occupational qualifications, the Tenant agrees as follows:
- A. The Tenant shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap. This shall apply to, but not be limited to, the following: recruitment, employment, upgrading, demotion or transfer, compensation and selection for training.
  - B. In the event of noncompliance by the Tenant with any of the non-discrimination provisions of the Lease, Metro Parks will have the right, at its option, to cancel the Lease in whole or in part by written notice.
24. BREACH AND TERMINATION. The occurrence of any one or more of the following events shall constitute a default under this Lease by Tenant: (a) vacation or abandonment of the Premises; (b) failure by Tenant to make any payment when due, or failure to make any other payment required hereunder when due when that failure continues for a period of five (5) business days after written notice from Metro Parks; (c) failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease, other than the making of Metro Parks any payment, where that failure continues for a period of fifteen (15) days after written notice from Metro Parks; provided, that if the nature of Tenant's obligation is such that more than fifteen (15) days are reasonably required for cure, Tenant shall not be in default if Tenant commences to cure within fifteen (15) days of Metro Parks' notice and thereafter diligently pursues completion and completes performance within a reasonable time; or (d) Tenant's failure to comply with the same Lease term or covenant on three separate occasions during the Term, even if such breach is cured within the applicable cure period. Upon default, Metro Parks, at its option, may terminate this Lease by giving thirty (30) days written notice of its intention to do so and reenter the Premises, using such force as may be necessary, and repossess itself thereof, and the Tenant shall have no further rights under this Lease or in and to the Premises or any part thereof.
25. TIME IS OF THE ESSENCE. Time is of the essence of this Lease and of every term and provision hereof.
26. SURRENDER OF PREMISES AND REMOVAL OF TENANT'S PROPERTY.
- A. Upon termination or expiration of this Lease, the Tenant shall surrender the Premises to Metro Parks and promptly surrender and deliver to Metro Parks all keys that it may have to any and all parts of the Premises.
  - B. The Premises shall be surrendered to Metro Parks in as good a condition as they were at the date of execution of this Lease, except for the effects of reasonable wear and tear, and/or alterations and repairs made with Metro Parks written approval and acceptance. Otherwise, the Tenant shall restore the Premises to its original condition by removing such alterations at its own expense.
  - C. Structural and leasehold improvements accepted by Metro Parks shall not be removed. In the event of termination, the Tenant shall have thirty (30) days to complete removal of its property and equipment from the Premises. In no event shall the Tenant make any claim or demand upon Metro Parks, for, nor shall Metro Parks be liable for, any inconvenience, annoyance, disturbance, or loss of business or any other damage suffered by the Tenant arising out of such removal operation or the required relinquishment of capital improvements in and to the Premises nor the cost for such improvements.
  - D. In the event that, after termination or expiration of this Lease, the Tenant has not removed its property and fixtures within thirty (30) days, Metro Parks may, but need not, remove said property. It may hold it for the owners thereof, or place the same in storage, all at the expense and risk of the owners thereof, and the Tenant shall reimburse Metro Parks for any expense incurred by Metro

Parks in connection with such removal and storage.

27. **NOTICES.** Wherever in this Lease notice is desired or required to be given, such notice shall be addressed and sent by either: (a) United States certified mail, return receipt requested; (b) recognized overnight express or legal messenger service; or (c) facsimile or electronic mail (e-mail) to the address of such person as set forth in this Lease, or such address or addresses designated in writing from time to time. The notice shall be deemed delivered on the earlier of: (a) the date of receipt as shown by the return receipt; (b) the delivery date as shown in the regular business records of the overnight courier or legal messenger service; or (c) the date of automatic confirmed receipt by the recipient's fax or e-mail, as the case may be. Notices shall be sent to Metro Parks or Tenant at the address or facsimile for that party as designated below:

Metro Parks: Metropolitan Park District of Tacoma  
c/o Executive Director

Tacoma, WA  
Telephone: (253) 305-1072  
E-Mail: ShonS@TacomaParks.com

Tenant: Korean Women's Association  
c/o Executive Director  
Tacoma, WA  
Telephone: (253) 535-4202  
E-Mail: TChristensen@KWACares.org

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

28. **NEGOTIATION AND CONSTRUCTION.** This Lease was negotiated by the parties with the assistance of their own legal counsel and shall be construed according to its fair meaning and not strictly for or against either party.
29. **ATTORNEY'S FEES.** If by reason of any default on the part of the Tenant, it becomes necessary for Metro Parks to employ an attorney, or in the event of any dispute, the prevailing party shall be entitled to its reasonable attorney's fees, costs and expert witness fees.
30. **SEVERABILITY.** Any provision of this Lease which proves to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.
31. **GOVERNING LAW; VENUE.** This Lease shall be governed by and construed in accordance with the laws of the state of Washington. Metro Parks and Tenant agree that venue of any action between the parties relating to the Lease shall only be in Pierce County, Washington.
32. **ENTIRE AGREEMENT.** It is expressly understood and agreed by Metro Parks and the Tenant that there are no promises, conditions, understandings, inducements, warranties, or representations, oral or written, expressed or implied between them other than as herein set forth and that this Lease Agreement shall not be modified in any manner except by an instrument in writing and executed by the parties.

IN WITNESS WHEREOF, the parties entered into this Lease effective November 1, 2018.

METROPOLITAN PARK DISTRICT OF TACOMA

TENANT: KOREAN WOMEN'S ASSOCIATION

\_\_\_\_\_  
Executive Director  
Metro Parks Tacoma

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

ATTEST:

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

\_\_\_\_\_  
Director  
Department

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

\_\_\_\_\_  
Erwin B. Vidallon, Chief Financial Officer  
Metro Parks Tacoma

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

\_\_\_\_\_  
James McDonald, Risk Manager  
Metro Parks Tacoma

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

\_\_\_\_\_  
Coordinator of Lease for Department

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

**DRAFT**

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

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

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

(Phone): \_\_\_\_\_

SSN: \_\_\_\_\_

(If self-employed)

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

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

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

**ATTACHMENT "A"**  
**Legal Description of the Park**

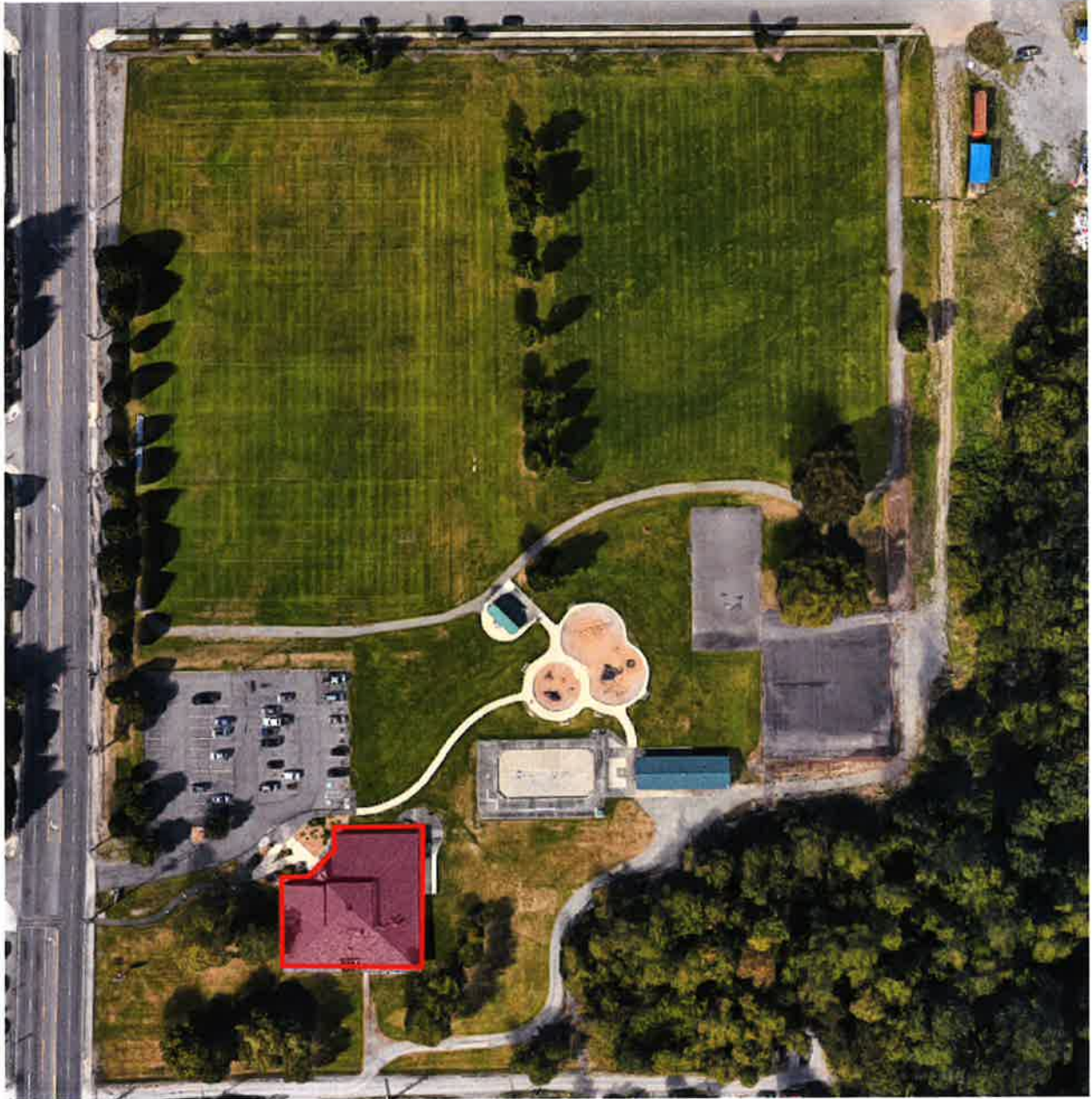
Pierce County Tax Parcel No. 4715020293:

Section 10 Township 20 Range 03 Quarter 43 INDIAN ADD (PORTLAND AVENUE) E 9 FT OF L 1, ALL OF L 2 THRU 28 IN BLKS 8546, 8645, 8646 & 8745 TOG/W VAC ALLEY BET BLK 8546 & 8645 & BET BLK 8645 & 8745 TOG/W VAC HARRISON ST BET BLK 8645 & 8646 TOG/W 1/2 VAC E R ST ABUTT SD BLK 8646 & 8745 & VAC ALLEY TOG/W N 1/2 VAC MORTON ST ABUTT SD BLK 8745 ALSO L 1 THRU 26 BLK 8746 EXC THAT POR OF L 1 CYD TO CY OF TAC FOR ST TOG/W S 1/2 OF VAC MORTON ST ABUTT & TOG/W 1/2 VAC ALLEY ABUTT & TOG/W VAC 27268 ABUTT APPROVED COMB BY CY OF TAC BLUS DEPT 12/10/09 COMB OF 029-1, 029-2, 114-1, 115-1 117-0 THRU 122-0 & 471501-700-2 SEG 2010-0276 JU 12/24/09JU DC00238365 6/15/11BB.

**DRAFT**



**ATTACHMENT "B-1"**  
**Depiction of the Park and Premises**  
**\*Leased area denoted in RED\***



**ATTACHMENT "B-2"**  
**Depiction of the Premises**  
**Zoom-In View**



The adjacent parking lot is not included in this Lease, but may be used by Tenant for its normal activities in cooperation with Metro Parks. Tenant acknowledges and agrees Park amenities will be used by the public and permitted uses as approved by Metro Parks. Every effort will be made by Metro Parks and Tenant to schedule and communicate parking lot uses.

**ATTACHMENT "C"**  
**Public Use and Programming Requirements**

1. Tenant shall provide programs and services as outlined by the community as high priorities including but not limited to the following:
  - Public meeting rooms
  - Adequate parking (in coordination with and as approved by Metro Parks)
  - Youth development programs
  - Social gathering opportunities
  - Solutions to Eastside food desert (such as meal programs)
  - Senior programs
  - Senior meals
  - Medical services
  
2. Additionally, Tenant shall offer programs to high priority audiences. Audiences include:
  - Multi-ethnic opportunities
  - Multi-generational opportunities
  - Women
  - Youth
  - Persons with disabilities
  
3. Tenant agrees to provide a written report of services offered and an evaluation of community satisfaction six (6) months after the commencement of the Lease, and then at least annually each year of the Lease. If Metro Parks deems Tenant's programs and services or community satisfaction unacceptable, in its sole and absolute discretion, the two parties will cooperatively work to revise the programs and services or terminate the Lease.
  
4. Tenant understand the current community needs may change. Tenant shall make its best effort to conduct frequent outreach to understand and deliver community needs. A review of services shall occur six (6) months after the commencement of the lease, then annually, at minimum, for the duration of the lease.



**ATTACHMENT "D"**  
**Improvements And Operational Investments**

| <b>Project</b>     | <b>Projected cost</b> | <b>Completion date</b>         |
|--------------------|-----------------------|--------------------------------|
| Kitchen Upgrades   | \$ 100,000            | By May 2019                    |
| Carpet/flooring    | \$ 50,000             | By May 2019                    |
| Interior Paint     | \$ 30,000             | By May 2019                    |
| Exterior Paint     | \$ 30,000             | By May 2019                    |
| Furnishings        | \$ 80,000             | By May 2019                    |
| Cubicles           | \$ 40,000             | By May 2019                    |
| Phone System       | \$ 20,000             | By May 2019                    |
| Computers          | \$ 10,000             | By May 2019                    |
| Staffing (2 years) | \$ 200,000            | Projected over first two years |
| Marketing          | \$ 10,000             | Projected over first two years |
| Maintenance        | \$ 30,000             | Projected over first two years |
| Structural Changes | \$ 200,000            | By January 2021                |
| Entry Rebuild      | \$ 150,000            | By January 2021                |
| Contingency        | \$ 50,000             |                                |
| <b>Total</b>       | <b>\$ 1,000,000</b>   |                                |

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**ATTACHMENT "E"**  
**Maintenance, Repair and Replacement Responsibilities**

| Surface / Area  | Maintain | Repair | Replace |
|---|----------|--------|---------|
| Building Envelope / Structure                               | MPT      | MPT    | MPT     |
| Building Temperature Control (switch to locally controlled) | KWA      | KWA    | KWA     |
| Cabinets  | KWA      | KWA    | KWA     |
| Carpet  | KWA      | KWA    | KWA     |
| Dividing Wall - Multi-Purpose Room                          | KWA      | KWA    | KWA     |
| Doors - Electric  | KWA      | KWA    | KWA     |
| Doors - Standard, external                                  | KWA      | KWA    | KWA     |
| Doors - Standard, internal                                  | KWA      | KWA    | KWA     |
| Drinking Fountain   | KWA      | KWA    | KWA     |
| Electrical - Past the Panels                                | KWA      | KWA    | KWA     |
| Electrical - Through the Panels                             | MPT      | MPT    | MPT     |
| Emergency Lighting  | KWA      | KWA    | KWA     |
| Exit Signs  | KWA      | KWA    | KWA     |
| External Landscaping  | MPT      | MPT    | MPT     |
| External Walkways   | MPT      | MPT    | MPT     |
| Fire Extinguishers  | KWA      | KWA    | KWA     |
| Fire Suppression System                                     | KWA      | KWA    | KWA     |
| Fixtures  | KWA      | KWA    | KWA     |
| Flooring  | KWA      | KWA    | KWA     |
| Foundation  | MPT      | MPT    | MPT     |
| Graffiti Removal - External                                 | KWA      | KWA    | KWA     |
| Graffiti Removal - Internal                                 | KWA      | KWA    | KWA     |
| Grease Traps  | KWA      | KWA    | KWA     |
| Gutters   | MPT      | MPT    | MPT     |
| Hot Water Circulation Pumps                                 | KWA      | KWA    | KWA     |
| Hot Water Tank  | KWA      | KWA    | KWA     |
| HVAC System   | KWA      | KWA    | KWA     |
| Kitchen Appliances  | KWA      | KWA    | KWA     |
| Kitchen Roll Doors  | KWA      | KWA    | KWA     |
| Light Fixtures  | KWA      | KWA    | KWA     |
| Lighting - Parking Lot                                      | MPT      | MPT    | MPT     |
| Locks - External  | KWA      | KWA    | KWA     |
| Locks - Internal  | KWA      | KWA    | KWA     |
| Parking Lot (cleaning, striping, maintenance)               | MPT      | MPT    | MPT     |
| Pest Control (Internal & External)                          | KWA      | KWA    | KWA     |
| Plumbing - Fixtures   | KWA      | KWA    | KWA     |
| Plumbing - Inside the building                              | KWA      | KWA    | KWA     |
| Plumbing - Into the building                                | MPT      | MPT    | MPT     |
| Restrooms - External  | MPT      | MPT    | MPT     |
| Roof  | MPT      | MPT    | MPT     |
| Security System   | KWA      | KWA    | KWA     |
| Sky Lights  | KWA      | KWA    | KWA     |
| Streetside Readerboard                                      | KWA      | KWA    | KWA     |
| Wading Pool - All Operations                                | MPT      | MPT    | MPT     |
| Walls   | KWA      | KWA    | KWA     |
| Windows - Exterior  | KWA      | KWA    | KWA     |
| Windows - Interior  | KWA      | KWA    | KWA     |





## MEMORANDUM

TO: Board of Park Commissioners

FROM: President Smith

**SUBJECT: Proposition 1- Tacoma Creates Sales Tax Measure**

DATE: October 12, 2018

**EXECUTIVE SUMMARY:** This resolution provides and endorsement for Proposition 1- Tacoma Creates, a sales tax measure to support increased cultural programming and services throughout Tacoma. If approved by the voters, this measure will fund arts and heritage programming throughout the city in coordination and alignment with Metro Parks Tacoma's goals and services.

**BACKGROUND:** Tacoma creates is a measure that will be in front of Tacoma voters during the November general election of 2018. If approved, this measure will enact a .1% sales tax to supports arts and culture programs throughout the City of Tacoma. The funds will be collected and distributed through the City Arts office and with oversight from a citizen board.

The focus of this measure is to increase equitable access to arts and culture programming and opportunities across the city. Building off of the MPT youth sports model, the majority of the funds, 52%, will be used for delivering more arts and cultural programming to neighborhoods and schools where people live. 8% will be allocated for transportation costs targeted at overcoming barriers to cultural programming access. The remaining funds will be distributed by the advisory body to eligible non-profit arts and cultural institutions.

This program will be integrated with Metro Arts programming, the whole child access pass, and other program areas to ensure systematic alignment that delivers the highest value for Tacoma's kids.

Approval of this resolution will determine that the MPT board formally endorses this measures and allow MPT to educate the public, in a legal and non-biased way, on the benefits of this proposal.

**FISCAL IMPACT:** There is no apparent cost to MPT related to this resolution and support of the measure.

**ADDITIONAL INFORMATION:** For additional information, please contact Shon Sylvia. At 253-305-1072 or Shons@tacomaparks.com

## **METROPOLITAN PARK DISTRICT OF TACOMA**

### **RESOLUTION NO. R85-18**

#### **ENDORSEMENT OF TACOMA CREATES**

A RESOLUTION by the Board of Park Commissioners of Metro Parks Tacoma endorsing Proposition 1, called Tacoma Creates that will be a proposition to the electors of the City of Tacoma, at the General Election to be held on Tuesday, November 6, 2018.

WHEREAS, the Washington Legislature declared in Chapter 24, Laws of Washington 2015, codified as 36.160 RCW, that there is a need to strengthen communities by providing public and educational benefits and economic support for arts, culture, science, and heritage programs, and

WHEREAS, the Tacoma City Council, in recognition of the importance and significance that arts, culture, science and heritage programs and activities can play in the lives of Tacoma's residents, with a particular focus on youth, voted unanimously at its meeting on June 26, 2018, to place Tacoma Creates on the ballot for the November 6, 2018 general election, and

WHEREAS, the Tacoma City Council in approving the placement of this ballot measure, cited the significant and unique opportunity to leverage Tacoma's strong partnerships between The City of Tacoma, Metro Parks Tacoma, and Tacoma Public Schools, who are working on a strategic and coordinated approach to advance youth development and broaden access to public programs so as to eliminate racial and economic barriers for participation and provide opportunity and advancement for all Tacoma residents, and

WHEREAS, Tacoma Creates would raise public funds to provide programs and activities that leverage these community partnerships through the creation of new arts, culture, science and heritage programs, and

WHEREAS, the public benefits sought by Tacoma Creates closely aligns with and complements the stated mission and vision of Metro Parks Tacoma, to create healthy opportunities to play, learn and grow, and to promote a vibrant, active and engaged community, and

WHEREAS, youth and their families served by Metro Parks Tacoma, would benefit from improved public access to programs produced by nonprofit arts, culture, science and heritage organizations that would be enabled by an increase in public funding for those organizations, and

WHEREAS, Tacoma Creates would generate new opportunities for Metro Parks Tacoma to partner with the many arts, culture, science and heritage organizations within the City of Tacoma to provide joint programs, services and activities for the public's benefit, and

WHEREAS, Metro Parks Tacoma has facilities and spaces in neighborhoods throughout the City of Tacoma which can be utilized by arts, culture, science and heritage organizations to deliver programs directly into our communities, such as after school or summertime programs for youth, and

WHEREAS, Tacoma Creates will advance one of Metro Parks Tacoma's strategic plan goals to increase multi-modal transportation for improved connections to Metro Parks Tacoma facilities,

by providing for transportation for school age children to access and attend programs, so as to overcome one of the recognized barriers for such participation, and

WHEREAS, Tacoma Creates could help Metro Parks Tacoma to expand and deliver more programs to residents whose benefits have been well demonstrated but are currently limited in availability due to constrained resources such as: Whole Child Access Pass; environmental education initiatives; and programs for seniors to remain active and engaged, and

WHEREAS, In order to provide for such public benefits, Tacoma Creates will ensure that a minimum of 52% of all collected revenues will be dedicated for programming located in Tacoma's neighborhoods, including programs for youth, neighborhood events and community activities, and including up to 8% for youth transportation, and

WHEREAS, providing increased financial support for arts, culture, science and heritage organizations in the City of Tacoma will result in broad, multiple public benefits such as: Opportunities for free visits to cultural attractions; Creating new resources for Tacoma's neighborhoods to support or promote cultural activities, events or projects; Expanding access and opportunities for economically underserved populations or those on a fixed income to attend and experience cultural events, performances, festivals, exhibits, and related programs and activities; and Boosting the Tacoma economy through an enhanced cultural community, increased tourism and support for creative jobs; and Ensuring that arts, culture, science and heritage organizations are financially healthy and able to provide public programs and services both within their facilities and in public schools, neighborhoods, and communities, and

WHEREAS, all of the benefits cited herein would be provided based on a modest increase of just one-tenth of one percent, or one penny on every ten dollars of purchase subject to the City's sales tax,

WHEREAS, Tacoma Creates will be accountable for its funding through regular reporting of expenditures, program data collection including measurable outcomes for youth and other program beneficiaries, and records of participants by City Council district, and the measure would expire in seven years unless renewed by the voters, and

WHEREAS, Tacoma Creates would create tremendous benefits and opportunities its residents, while supporting the growth and development of arts, culture, science and heritage in our neighborhoods and communities to promote a healthy, more inclusive and vibrant Tacoma; Now, Therefore, be it

RESOLVED, That Board of Park Commissioners endorses City of Tacoma Proposition 1 on the November 6, 2018 general election ballot, supports the establishment of Tacoma creates to provide the public benefits cited herein, and encourages all Tacoma voters to approve this measure.

The foregoing resolution was adopted by the Board of Park Commissioners of the Metropolitan Park District of Tacoma at a regular meeting held on \_\_\_\_\_, 2018

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Clerk