

# VASHON PARK DISTRICT BOARD OF COMMISSIONERS

## MEETING MINUTES

Ober Park, Performance Room, 7:00 pm

**DATE: Tuesday, September 26, 2017**

Commissioners attending: Lu-Ann Branch, Bob McMahon, Doug Ostrom, Karen Gardner, Scott Harvey.

Staff attending: Jason Acosta, Elaine Ott, Robin Miller.

ISSUE	DISCUSSION AND OUTCOME	FOLLOW UP
<b>Call to order &amp; agenda review</b>	The meeting was called to order by Karen. Karen reviewed the agenda.	
<b>Public Comment</b>	<p>Captain Joe: The recreation guide is a wonderful piece. This is the kind of thing we should be doing. Thanks to Kelly.</p> <p>Elaine: paid for and sponsorship by Susan Lofland. Our objective is to continue getting people to sponsor. We would like to budget next year for mailing it.</p> <p>Karen: I would like to see Board photos in it.</p> <p>Captain Joe: Yes, and Board contact information. 2<sup>nd</sup> thing, I have secured the tour schedule. Had a great year with it this year. Eric and I are trying to figure out how to count people there. On a busy Sunday, I might have 100 people. Thanks to VPD, in particular Eric and Elaine. Eric and I work together really well. The weddings have been a real challenge.</p>	
<b>Preliminary 9/8/17 – 9/18/17 Vouchers</b>	<p>L-Ann: I MOVE THAT WE ACCEPT THE AS PRESENTED.</p> <p>Scott: SECOND</p> <p>VOTE: 5-0</p>	<b>MOTION, SECOND TO ACCEPT THE PRELIMINARY VOUCHERS AS PRESENTED.</b>
<b>Board Votes</b>	<p>1) <b>Bob: I move that we approve the emergency fix on the VES well pump repair.</b>  <b>Lu-Ann: Second.</b>  <b>Passed 5 - 0</b></p> <p>2) <b>Bob: I move that we approve the Get Active/Stay Active grant application.</b>  <b>Doug: Second.</b></p> <p>Elaine: I have new info about this. We got the grant. We asked for \$75k, but we were put in the capital projects category which only funds \$60k. We got design estimates that came in around \$45k, but we know we need permits, concrete work, etc. I have had a preliminary conversation with a sport group leader, and he will lead the charge on fundraising for the difference. Very likely the total cost will be well over \$60k. Another hitch, though, is that Foss Miller of Pacific Research Laboratories donated \$25k specifically toward the VES restrooms.</p>	<b>I move that we approve the emergency fix on the VES well pump repair.</b> <b>Passed 5 - 0</b>

Scott: He did, but it wasn't used for that.

Elaine: I have not raised the issue with Foss. Keep in mind, this is a ticking time bomb awaiting KC to tag it. We have to replace this restroom.

Bob: Is Foss aware that his donation was not used on the restroom?

Karen: Don't we have a moral responsibility to honor his donation?

Elaine: I believe we have a \$25k obligation toward the restroom. The sport groups fundraise for the difference.

Scott: I disagree. We have already put all we will into VES. Put it out to bid, find out how much more over \$60k the sport groups will pay for. The bottom line is, yeah he put in \$25k, but it was spent by the last Board, not this Board. As far as I'm concerned, we will put a plaque on the restroom in his name. VES got finished, and that's what his \$25k went to. Tell the users they get a 2<sup>nd</sup> shot at a restroom with no more contribution from VPD.

Karen: I feel we have a moral responsibility. If someone gave \$25k for a restroom, and it wasn't used for that, we need to honor it. We should at least speak to him about it.

Scott: Yes, we should tell him.

Bob: The sport groups benefited from the \$25k, since it went to completing VES.

Elaine: Would you like me to speak with him?

Karen: Yes.

Bob: I row with him every day. I will speak with him.

Doug: Since we are still paying \$42k toward a restroom trailer, we could consider his \$25k as paying for that.

Lu-Ann: Can't our maintenance department build a restroom for a lower cost?

Elaine: Yes, but do you want 3 guys to dedicate 3 weeks of their time at the expense of their regular work?

Jason: Still need to get a plumber in there; somebody to do concrete work?

Karen: No, we need to get a contractor.

Scott: How much do we still owe on the trailer?

Elaine: I want to say it retires June, 2018?

Scott: I think the trailer is useless. Does Joe want it at Pt Robinson? Is it worth keeping? Should we sell it?

Lu-Ann: Paradise Ridge could use it?

Jason: It is best for special events – Festival, Agren, weddings. Need to have somebody pump it and haul it away. Hooking it up full time doesn't work. It has a battery back-up, so don't need power. Island Lumber might be interested in buying it from us.

Scott: I like that! We can put that sale money toward the new restroom, so the sport groups don't need to fundraise as much.

Capt Joe: If at Pt Rob, we can't add more effluent to our septic. Besides, I don't want to get away from the idea of having permanent heads on the upper lot. Will always need porta potties down below.

Elaine: I agree we should get the bid out asap; find out how much it will cost; secure a general

**Agenda item.**

**I move that we approve the Get Active/Stay Active grant application Motion passed**

	<p>contractor way in advance; then talk to the sport groups about fundraising the difference.  <b>Motion passed 5 – 0.</b></p> <p><b>3) Bob: I move to adopt the core values.</b>  <b>Lu-Ann: Second.</b>  <b>Motion passed 5-0.</b></p>	<p><b>I move to adopt the core values.</b>  <b>Motion passed 5-0.</b></p>
<p><b>Update Policies to Initiative 1433:</b>  <b>1) Employment Terms</b>  <b>2) Benefits</b></p>	<p>Elaine: Initiative 1433 stipulates that we must adopt a new sick leave policy available to all employees by 1/1/18. The Employment Terms policy indicates that change, and the details are spelled out in the highlighted sections of the Benefits policy. In a nutshell, all employees (including seasonal, temporary, and part-time) shall accrue 1 hour of sick time for every 40 hours worked. Our existing policy allows for 8 hours a month for regular full-time employees (essentially 2 hours for every 40 hours worked), so you certainly have the prerogative to allow more for seasonal and temporary).</p> <p>Karen: How will this affect us financially?  Elaine: No, but I think it will be very minimal. The people this will affect is Access and housekeepers. Robin already accrues. Might affect pool people if on year round.  Doug: So we are talking about everything on this sheet?  Elaine: Both policies need to be changed.  Lu-Ann: Will this affect summer pool employees?  Elaine: Only if they get to 40 hours. We tried fewer staff this last year to give them more hours, but it backfired. We will go back to more staff, so likely will not affect summer staff too much.  In this context, I did add one internal change to these policies. Our existing policies do not allow holiday pay to part time employees. In practice, a regularly scheduled part-time employee like Susan (who works 10 – 4 Monday through Friday) does not get holiday pay. I don't think that is right, and I am asking that we pay holidays to those with regularly scheduled work hours.  <b>Lu-Ann: I move to accept the changes to the Employment Terms and Benefits policies as presented.</b>  <b>Scott: Second.</b></p>	<p><b>Agenda Item</b></p>
<p><b>Staff Reports:</b></p>	<p><b>Enduris</b>  Elaine: last meeting I reported that our friend Marc has once again misrepresented Enduris by stating all our non-profit partners can be covered under our plan by naming them as additional insured. I was asked to look at RCWs and WACs that drive Enduris policies to determine whether or not they can NOT insure our partner sport groups, etc. I could not find anything specifically addressing that subject. Enduris is a risk sharing pool for special purpose districts in Washington. Guided by WAC 200-100 "Self-Insurance Requirements as to Local Governments." All chapters speak to having policies and procedures but do not dictate what those policies and procedures will specifically say. They are subject to WA State accountability audits – all found that Enduris is in compliance with no findings. This is the long and short way of saying that, yes, they can do this.</p> <p>Btw, most of those we have "insured" in the past (mostly the club sports) have been notified and are generally understanding and cooperative. The Ski School, however, is not. Their registrations begin early</p>	

October, and this is too short of notice. At the last Board meeting I stated how the Ski School could be an easy program to bring in-house and, therefore, would qualify for our insurance. I am meeting with them next week to discuss.

Bob: How does that work?

Elaine: They must dissolve their nonprofit status. We do registrations. We handle all the money. They can maintain a “committee” to guide the program.

Bob: So unless we own the program entirely, Enduris will not insure?

Elaine: Correct.

Doug: And sailing camp?

Elaine: We are most of the way there now. Should be an easy turn.

Scott: What will be the difference in our cost to bring them inhouse? Before we agree to bring it inhouse, they need to know what it will cost them additionally. If you need to hire somebody, get software, etc.

Elaine: I think we can bring Ski School in at no additional overhead cost, but I have said if we do full-on programming, we will need staff and software. Another option would be to pay their insurance this year with RFA funds.

#### **Can we sell Wingehaven?**

Elaine: No. Restricted by KC Interlocal Covenant from 1995 that says it must remain a public open space in perpetuity except we may trade for additional property of equal or greater park and rec or open space value. The Agreement remains in force unless both parties agree to terminate.

Doug: So we could sell it and get something?

Lu-Ann: A residential person might want Wingehaven.

Elaine: I think there could be a trade or sale, but it must be of equal or greater value.

Scott: If somebody wanted it, they would have to find another parcel to trade.

Elaine: No, it wouldn't have to be on them. If somebody paid \$1 million for Wingehaven, we would have to take that money and buy like land.

Karen: We should talk to King County. They may not mind. There is a lot of liability associated with the ivy on the trees. Either we find the money to fix it, or we get rid of it. Talk to KC, then discuss how we do it with our attorney.

Doug: The neighbors will not want anything to happen to it.

Scott: Then they can buy it.

#### **Pool**

Elaine:

##### **a. Swim 4 All**

##### **i. Program Attendance**

Despite considerable efforts to publicize the program, including posters, Beachcomber articles and notices, and interviews and discussions on Voice of Vashon, the program was not as well attended as we had hoped. On average, there were 4-6 students at each session for a total enrollment of about 150.

**Agenda item.**

**Agenda item**

About 75% of the students were children and about 25% were adults.

Doug: How old were the children? I thought this was to be for children.

Elaine: Don't know.

ii. Expenses - Swim Instructor/Lifeguard

2 lifeguard/swim instructors for each weekend morning from 10:00-11:00 AM. Scott Bonny also was a swim instructor for many of the sessions. The program covered 28 days. The average cost for swim instructors/lifeguards was 51 dollars per session.  $\$51.00 \times 28 \text{ days} = \$1,428.00$

iii. Lost Revenue From Group Lessons Program

In discussions and feedback from the attendees it was clear that approximately half of them signed up for the program because group lessons were too expensive. The estimated lost revenue is \$250.00

iv. Advertising Materials Cost

The cost of printing and distributing posters, time and materials, is approximately \$100.00

v. Total 2017 Summer Vashon Swim For All Costs = \$1,778.00

Scott: How much was donated?

Capt Joe: \$5k

Lu-Ann: So we will do it again next year?

Capt Joe: I would ask that we do. The money is there for this purpose. I will point out that this was a donation from CiCi and Andy. Partnered with the Rowing Club to sell tickets for a raffle.

Doug: Out of 150 participants, how many were different participants?

**b. Bubble/Dome**

**MOU**

Elaine: Put together MOU with the Seals. Reviewed with Bob, Kelly, Scott Bonney on our side, all the issues that needed to be covered. Put it out to the Seals. We met Monday to discuss. Issues surfaced that require Board input. We need to discuss the items you see in yellow.

Item 3 – any necessary VPD labor outside Scott, Kelly, or Jason will be charged to the off season budget. For example, if our maintenance guys need to help with erection or take down. The Seals felt this was not fair, since it was not in the budget. Ordinarily we would, as the Board wants to know each facilities' P&L.

Scott: They should be charged to the budget and tracked. But we're not going to nickel and dime this. If it's significant, we should count it and it should matter.

Karin Choo: If in the first 4 months if it looks like we will go over \$68k, you would close down the bubble. If there is a lot of extra labor charged unexpectedly in those early months, we think this would be unfair.

Elaine: There is another piece that speaks to those 4 months. It was worded exactly to the resolution. If projections indicate \$68k after 4 months, we will close it down. If it's labor that tips the \$68k, are we going to kill it?

Scott: Yes, absolutely. We voted on this. We said we would give it a shot. Whatever the source, if it's labor, and it hits \$68,000, that's it. You will be reporting on a monthly basis. The Seals will see how we are tracking. They will have to figure out alternatives – pay more rent; do more fundraising.

Bob: Or we can find ways to spend less.

Karin Choo: This is why it came up in discussing this clause. We said our volunteers will put it up and take

**Agenda Item**

it down. But what if Jason steps in and decides his people need to do this?

Lu-Ann: We need to make sure we have skin in the game in this. We need to know how to do it. There are quality concerns. We need to be assured it is done correctly. We should have our own people there.

Jason: I don't have man-power to have my guys there. I plan on doing the learning and checking myself. It would be rare that I would bring someone else in.

Karen: I would suggest we move on.

Elaine: But since we're on the subject of the \$68k, let's jump to item 15. The language I had in it was black and white to the resolution. The Seals want one season of operation, not 4 months. The long and short of this item asks are we set on 4 months, or are we going to annualize the expectations? For example, day one we start the clock ticking, but revenue is slow to come in. We then take steps to bring a lot of revenue in month 5. Or costs hit hard unexpectedly early on, but we know those costs will be gone in month 6. The Seals would prefer we annualize these notions, or are we hard and fast from day one, end of story?

Scott: Hard and fast. End of story. This was a 3 – 2 vote, and it was a stretch at that. This was written per the vote. This is what I was concerned about. "What about this? What about that?" And this language about having public meetings to further discuss? This makes us the bad guys! No, they agreed to our terms. I have been concerned about this very thing from the beginning. To have them ask us to change... I am disappointed but not surprised.

Lu-Ann: There needs to be more flexibility. We didn't have all the information when this was created.

Bob: At the end of 4 months, if the revenue and cost curves are not straight lines, then you cannot project based on a straight line. It's not reasonable. You have to have a projected curve as part of the budget review. This is what we expect the net to look like at the end of 9 months. If we are above that line, then we have something to talk about. You can't go on a straight line. We must be realistic and educated about what we expect.

Scott: I accept that. But my point about 4 months, if we show the money isn't coming in or expenses are too high, and we don't expect that trajectory to change, then we shut it down.

Karin Choo: We aren't trying to change things up. But everything is new. There is much to ramp up. We need to understand the spirit of what Bob is saying.

Bob: We don't want this to be a VES Fields. When you're 2/3 of the way through the year, and you don't know how you will end up, somebody has screwed up. Make course corrections. That is what we're going to do.

Elaine: So we will accept the Seals wording?

Scott: No! We stick to 4 months. We are not going to go to the end of the season if at 4 months it looks like it will end over \$68k. We will analyze it at 4 months. We will take it down, not we may take it down.

Bob: We can't change it. This language is what we voted on.

Scott: Those last three lines need to be gone. We are not going to have public meetings and notice. All our meetings are public. You would have plenty of notice.

Karen: We have the responsibility of mitigating our risk. I would not object to looking at this as a straight line. We need to keep to the original agreement, because that is what we voted on. But we are reasonable people.

Doug: What is the bottom line? Leave the original language?

Scott: Yes.

Karin Choo: Can we look at the language in the minutes?

Elaine: I did. I took this verbatim from the minutes.

Karin Choo: And it says “will” not “may” take it down?

Elaine: Yes.

Scott: We don’t want to shut it down. We know we will look awful if we shut it down. We want you to be successful. But we don’t want this to be a money pit.

Elaine: Item 4 – long and short of this statement is that we did agree, and Enduris did agree, to insure the bubble itself under a “loss payee” clause. This statement asks: “What if something happens to the Bubble that is not covered by insurance? Like an earthquake. Who pays to have it fixed – us or the Seals?” And if it is covered by insurance, who does the work?

Bob: As a loss payee, the Seals get the money from Enduris, and they fix it.

Elaine: Then it is worded correctly as stated. What if Enduris does not cover it? Is it on the Seals to pay to have it fixed?

Scott: Yes.

Karin Choo: What would not be covered?

Scott: Acts of God are not covered. War, floods, earthquake. Every policy has exclusions. If it is excluded from our policy, you’re on your own. You own it.

Karin Choo: I would like to see what the exclusions are.

Elaine: I will get that for you.

Doug: The most likely issue would be wind.

Elaine: Item 8 – we originally said the Seals practice would be Monday through Friday from 3 – 5 at \$85 per hour. They want 5 more hours per week at half that rate. Too, they want 4 events per year at \$85 per hour. Our normal rental rate is \$131 - \$157. This comes to you, because you approve rates.

Scott: This is off season and is found money for us. The bottom line is they have to stay within the budget. I am okay with this.

Doug: The Bubble isn’t really owned by the Seals. Public money bought it through fundraising. There was no mention made of the money going to Seal-owned. Doesn’t it become part and parcel of the pool? The way this reads is that the Seals want more time under their bubble. At what cost to the public? Will this cut out public use? I don’t think use should be exclusively under the Seals control.

Karin: We want to feel that we have options.

Scott: The issue availability. If you want to commit to three hours a day but decide not to you, we can adjust our schedule. We want the resource to be used either way.

Karen: I don’t have a problem with this.

Lu-Ann: I don’t think it is impinging on other use at this point.

Doug: If you slice it up, though, there is less time available for public use. What time is left for school use for those not in the Seals? Do we want to commit to this?

Scott: We can say this is the way it is for the first year.

Elaine: The term says we will review this every year.

Doug: Into perpetuity? What if the public is angry about not being able to use it? I would like there to be an escape clause.

Elaine: You can change the term of the MOU.

Scott: It says the agreement can be amended or terminated upon agreement by both parties. Actually, I think it should be amended by us. It's our pool.

Bob: But both parties should decide. There has to be notice. A certain number of weeks to renegotiate.

Karen: We don't want this to be the interlocal agreement. The point is that we have the option to amend. If the public is upset, we amend the agreement.

Doug: Does amend include termination?

Scott: Of course. I don't like the part "upon agreement." If we want to terminate, they should not have veto power.

Elaine: We can say "if no agreement is reached, it terminates."

Bob: That can only happen at the end of each year, and there has to be notice.

Lu-Ann: I think both parties would know something is coming.

Elaine: Let's just say the agreement will be in effect for the stated calendar year and can be amended by either party at either time. If no agreement is reached, it will terminate.

Bob: That assumes we can amend it 3 weeks into the agreement. We have to say that if either side wants to make substantive changes, we have to meet and talk about it. There must be a notice period. At the end of the notice period, if nobody says anything, it automatically renews.

Scott: How much notice do you need? 60 days?

Karin: I can't make a hard and fast decision without input from my Board. The way this is going, this is very uncomfortable for me.

Bob: But Karin, you want to be protected just like we do. You want a way out, but we both have to have a way out.

Lu-Ann: This Board can change. The dynamic and relationship we have with you can change. If you don't want to deal with this Board, you need a way out. And same for us.

Scott: Talk to your Board about 60 days.

Elaine: Item 13 – this has to do with the Seals doing volunteer construction work. Mike O'Conner is overseeing engineer work. They will be moving the fence and putting holes in the concrete. Are you doing that, Karin, or are you hiring a contractor?

Karin: Ken and Mike. They are engineers.

Elaine: In talking with Enduris about covering them for their construction work, Enduris preferred that they get their insurance naming us as additional insured. Their contractors will. But if they themselves are doing construction work, they want to be covered under our insurance. The only way to do it will cost us \$.75 per hour per person of volunteer work and if there is an incident, our rates would go up. The question to the Board is do you want to take on that cost and that risk?

Doug: It seems like expensive insurance?

Lu-Ann: Didn't Enduris cover the volunteers at VES?

Elaine: We had a different Enduris rep telling us they were covered.

Scott: How many volunteers?

Karin: No more than 6 at any one time. Five or six days. We can reimburse you for the volunteer cost. We can't get the policy.

Elaine: The cost is minimal. I think this is more about the risk. If the concrete gets ruined, and we have to



repave, our rates would go up. Do you want to take that on?  
 Scott: The Seals should pay the additional cost if something happens and our rates go up.  
 Karin: There has to be a little give and take here!  
 Scott: I just gave you the volunteer hours part.  
 Karin: That's the cheap part!  
 Scott: We don't know what the extra possible cost would be. One is a definite cost, the other is a possible cost.  
 Doug: As a general principle, this isn't a good idea. There is the possibility of a higher insurance rate.  
 Karin: You guys do this all the time. The Rowing Club can do whatever they want up to \$4,000.  
 Elaine: They do have insurance naming us as additional insured. We don't cover their insurance. They provide for every project, but we also have a blanket one for their activities.  
 Karin: What about VES?  
 Elaine: We covered the volunteer work at VES.  
 Scott: And remember, the situation changed with our former rep. Did VES cost us \$.75 per hour?  
 Elaine: Yes.  
 Scott: And if something would have happened, would our rates have gone up?  
 Elaine: Yes.  
 Karen: I think there is a slight risk, but I am fine with this.  
 Lu-Ann: The trade off is worth it.  
 Elaine: #5 was just answered. Now we're on VPD role. We just decided that.  
 Lu-Ann: What did we decide about 15?  
 Bob: Leave as is except the last sentence.  
 Scott: Stays at 4 months. Stays at "will."  
 Karen: I think we're done with this.  
 (Karin Choo left).  
 Doug: So, where are we going with this?  
 Lu-Ann: Karin is going to take it back to her Board.  
 Doug: Then we will vote on it.  
 Elaine: We need to move on this, seeing that it is September.

**c. Fixes**

Elaine: We are in hyper mode on the fixes at this time.

- a. Hydro geologist groundwater test was last week and determined that it was safe to empty the pool without risk of "pool pop."
- b. So Scott started emptying the pool Wednesday. He ran into problems with the pump. Had to delay the main drain start until today.
- c. All the while plumbers and electricians are coming and going making estimates for the Seals bids. Our electrician getting ready to do the pool lighting, although I am still awaiting his contract and insurance certificate.

Jason: I think the reason for the delay is it is going to cost more. He determined that two units have to be replaced entirely with all the wire.

	<p>d. The boiler valve/pump guys want to start tomorrow, but I am awaiting their Intent from L&amp;I.</p> <p>e. Getting lots of interest in the locker room ADA compliance project – bid is due Thursday.</p> <p>Elaine: I believe all told, the whole project is around \$20k under budget.</p> <p>Scott: Do we have the Seals money?</p> <p>Elaine: I don't have the check, but the MOU states we must have it by September 30.</p> <p>Doug: And where is the Bubble itself?</p> <p>Elaine: Scheduled to arrive toward the end of October.</p> <p>Bob: The Seals want to use the pool covered or uncovered if it's delayed.</p> <p>Elaine: That brings up another issue. The permit that the Seals got from KC is a 6 month permit. We planned for all this under the assumption that the Bubble would be up for 9 months. The permit is a Special Event/Tent permit that says Oct 15 – April 15. When we discussed this in our pool committee meeting, the Seals said the fire marshall doesn't really care if it's up beyond April 15. I expressed concerns about this due to liability. What if something happens with an expired permit?</p> <p>Bob: Is this permit standard for Domes?</p> <p>Elaine: I called Newport Hills per your request. Mercer didn't call me back. This is the permit Newport Hills has. I asked if they are loose with extending take-down after six months. He said absolutely not. They are very strict about taking it down on time due to liability concerns. Sometimes they take an extra few days to get things organized, but they don't want to take the risk.</p> <p>Doug: Is this a permit we have to get every year?</p> <p>Elaine: Yes.</p> <p>Scott: Do the Seals know this?</p> <p>Elaine: Yes, we discussed it. They said they are willing to swim in the outdoors. But I am concerned about the additional cost. We did not budget for heating the pool in the outdoors.</p> <p>Robin: And there can be turpidity when it rains. We would have to close the pool.</p> <p>Karen: As far as I am concerned, this is not even a topic of conversation. The bubble must come down at the end of the permit.</p> <p>Bob: We will have to decide every year when the Bubble will go up and plan take-down accordingly.</p> <p><b>d. Fern Cove –</b> Our attorney has made some progress with Enduris on this. Next discussions may have to be in executive session. Design is underway.</p>		
<b>Strategic Plan</b>	<p>Bob: The vision document is themes and semi-goals that came out of our current state analysis. We will circle back, if we agree on this, and figure out which of these we want to use in our plan.</p>		
<b>Adjourn</b>		<p><b>MOTION, SECOND TO ADJOURN.</b></p> <p><b>VOTE: 5-0 IN FAVOR.</b></p>	
<b>Next Meeting</b>	<b>October 10, 2017, 7:00 PM</b>		

