

VASHON PARK DISTRICT BOARD OF COMMISSIONERS

MEETING MINUTES

Teleconference, 7:00 pm
DATE: Tuesday, October 13, 2020

Commissioners attending: Hans Van Dusen, Bob McMahon, Doug Ostrom, Abby Antonelis, Karen Gardner
 Staff attending: Elaine Ott-Rocheford

ISSUE	DISCUSSION AND OUTCOME	FOLLOW UP
Call To Order	Hans called the meeting to order at 7:00 p.m. and reviewed the agenda.	
Public Comment	No public comment.	
Tramp Harbor Dock – Draft Lease	<p>Elaine: Jennifer Sanscrainte is the attorney assisting us with the lease negotiation process and answer questions we may have. We have the new draft lease from the Washington State Department of Natural Resources (DNR), and the stipulations are as follows:</p> <ol style="list-style-type: none"> 1) Vashon Park District (VPD) must submit a survey of the property within one year. 2) Use shall be as a public access pier. 3) The lease term is 12 years. 4) The lease is rent free. 5) VPD cannot make improvements without State consent. Subcategories include: <ol style="list-style-type: none"> a) The standards for VPD’s plans are good for 5 years, which is one of the reasons that fundraising to move forward would need to be done within those 5 years because we want to fundraise to the standards to know what we are dealing with. b) VPD cannot increase the footprint of the dock. c) Grating must be on 100% of the surface area. d) Unless DNR extends the lease after 12 years, VPD is required to remove the improvements. 6) Environmental liability is deemed to be low risk because of the soil sampling that was done, but it is always a possibility. 7) Insurance: <ol style="list-style-type: none"> a) General liability: VPD’s insurance company, Enduris, can insure to the required limits. b) Workers’ compensation: Coverage is provided externally from Enduris through the Washington State Department of Labor & Industries (L&I). c) Employer liability: Enduris can insure to the required limits. d) Property insurance: Enduris does not currently insure the dock, and it is not eligible for coverage due to its condition. Coverage, if required, will need to be obtained externally from Enduris until restoration is completed. Enduris would insure after restoration. The lease requires that property insurance is in place at the time of signing. <p>Jennifer Sanscrainte: When there is a risk of this nature, it is typical to self-insure or pursue other coverage.</p>	

Since the dock is not in good shape, it would likely be very costly to find a company to provide insurance. If VPD self-insured, it would have to absorb any damage expenses to the dock.

Elaine: We would have to replace 11 of the 96 pilings, and we can still pursue pile wrapping, but is it a good financial decision?

Jennifer: The big areas of risk are personal injury and/or property damage, but those would be covered by the general liability insurance.

Elaine:

- e) Pollution liability: Enduris won't insure, but one concession made by DNR is that it is not uncommon that this insurance be required of the contractor. The lease stipulates that we don't have to maintain pollution liability throughout the life of the lease. It can be done on a claims-made basis, and that is what putting it on the contractor would represent.
- 8) Financial security is another concession DNR made, not requiring it now. It may be required later.
- 9) VPD must maintain and repair the dock.

Exhibit B

- 1) The dock must stay closed until it is rebuilt or replaced (also an insurance requirement).
- 2) The dock must be shortened to avoid the geoduck bed, unless the NW Indian Fisheries Commission allows VPD to keep it. If the decision is to appeal to the Commission, DNR suggests that VPD could offer up a floating dock, but removable option, so that the front part could be removed when the tribes come there to harvest the geoducks.

If VPD does not sign the lease, Jennifer has determined that an implied lease could be a risk factor relative to DNR pursuing VPD for the cost of removal (probably around \$250,000), though we were already aware that they may do that anyway.

Jennifer Sanscrainte: The lease was originally supposed to be assigned by King County to VPD during the property transfer in 1995. The research that I have done does not show that VPD affirmatively knew that there was a lease to be assigned. If DNR were to claim that there was implied assignment, it would be questionable. VPD has two options: 1) Sign the lease, pursue funding, and after a certain period of time, if the money is not raised, the lease could be terminated by VPD, or it would terminate on its own. At that point, DNR could require the dock be removed. 2) Do not sign the lease, though DNR could require King County to remove the dock, though we do not have written confirmation with regard to that. If that was to be the case, King County would likely file a lawsuit that VPD would have to deal with, and a lawsuit could get quite expensive.

Based on this, Elaine and I feel that it is preferable to sign the lease and see what happens over the next 5 years as to whether sufficient funds can be raised with the support of the community to rehabilitate the dock. 11 pilings need to be replaced or wrapped, which is an expensive project, but there is value in having the dock available as a public amenity, along with being a fishing pier.

Karen: I think the risk factor is less if we sign the lease.

Lisa Chambers: Elaine has been very clear regarding all the pieces that need to be in place for this to work, and there is still a lot of energy from the public to make it happen.

Abby: Motion to sign the Tramp Harbor Dock draft lease as presented.

Motion to sign the Tramp Harbor Dock draft lease.

	Karen: Second.	
Wingehaven Noise Monitor	<p>David Goebel: In November of 2019, the Port Commission passed a motion stating that they wanted to have a noise monitor on Vashon. In December, I gave a presentation with regard to the major increase of flight patterns being re-routed over Vashon and their disturbing effect on the community, and I submitted a resolution requesting the placement of a noise monitor at Wingehaven Park to report on the sounds of airplane traffic. The VPD Board approved the resolution which allowed for the exploration of using Wingehaven for this project in principle, but that an actual agreement between the Port of Seattle and VPD would need to be separately considered before permission would be granted. The noise monitor is owned by the Port. They originally indicated that it had to be located on public property, which is generally done for reasons of legally working with a public government organization rather than a private property owner, and, continuity of placement in the event that a private property is sold. Wingehaven was selected due to it now being a loud location for air travel traffic at a very low altitude. The property is located on the north end of the island, near the most number of over-flights, and it has very little noise that would compete with or dilute the sound of the airplanes.</p> <p>The Port has recently been reconsidering Wingehaven as an option, mainly due to not wanting to have to walk through the woods to access the monitor for maintenance. They are now thinking of placing it on a neighboring privately-owned property right off the side of the road for easier access. This placement would be notably less secure than if placed at Wingehaven, and the monitor would pick up more ambient sound. It would also nullify the Port’s public-property-only requirement. The attached contract is based on one that the Port has with the Federal Way School District for the noise monitors on their property. We would like to move forward with this project before the Port changes its mind. The contract states that there would be a 10’X10’ square area, to accommodate the noise monitor, and that some minimal clearing and grating (with hand tools only) would be required, but there would be no major modifications. Elaine has reviewed the contract, which includes liability coverage of \$2M total coverage and \$1M per incident, and VPD would be added to that insurance. There would be no cost to VPD, though there is also not any current expectation of revenue for the use of the park.</p> <p>Karen: Motion to approve the contract to place a noise monitor at Wingehaven Park as presented. Bob: Second.</p>	Motion to approve the contract to place a noise monitor at Wingehaven Park.
9.22.20 Minutes; 9.18.20 – 10.9.20 Preliminary Vouchers	<p>Bob: Motion to accept the 9.22.20 Minutes and 9.18.20 – 10.9.20 Preliminary Vouchers. Doug: Second. Pass 5-0</p>	Motion to approve 9.22.20 Minutes and 9.18.2020 – 10.9.20 Preliminary Vouchers; Pass 5-0
Board Votes	<p>Board Votes: 1) Abby: Motion to change the Paradise Ridge master plan to allow only equestrians and</p>	Motion to

	<p>pedestrians on the trails and bikes only on the pavement. Doug: Second.</p> <p>2) Abby: Motion to accept the amended anti-racism and equity policies as presented. Doug: Second.</p> <p>Elaine: To applicable anti-racism and equity policies, wording would now include “actual or perceived race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, sexual orientation, gender identity, gender expression, sexual practices, ethnicity, and/or physical characteristics.”</p>	<p>change the Paradise Ridge master plan to allow only equestrians and pedestrians on the trails and bikes only on the pavement. Pass 5-0</p> <p>Motion to accept the amended anti-racism and equity policies as presented. Pass 5-0</p>
<p>Recreation Motion – Prizes for Recreation Activities</p>	<p>Elaine: Eric is working on the Scavenger Hunt, which will result in prizes and giveaways to the winners. He wanted to make sure there was a legitimate way to do this that was not considered inappropriate gifting of public funds, so he reached out to MRSC for their guidance. They indicated that gift cards and prizes can be used as incentives for members of the public to participate in park district activities with a valid municipal purpose such as increasing participation, marketing a park district program, and/or encouraging support for the District. They suggest not giving cash, but having prizes for a reasonably small amount. They suggest also that the VPD Board pass a motion that supports the municipal public purpose for these prizes. I suggest a motion to allow prizes for recreational activities that specifically invite full community participation in an effort to unite and engage the community in VPD recreational activities.</p> <p>Abby: I think that if we offer gift cards, they should be for local businesses.</p> <p>Hans: Perhaps we could offer VPD pool and/or lodgings discounts?</p> <p>Abby: Motion to allow prizes for recreational activities as presented. Doug: Second.</p>	<p>Motion to allow prizes for recreational activities.</p>
<p>Staff Reports</p>	<p>Elaine:</p> <ol style="list-style-type: none"> 1) Lisabeula Tideland Donation – At the last meeting I informed you that our attorney recommended we have an environmental assessment done before accepting the donation. We agreed a Phase 1 assessment would be reasonable if the cost was no more than \$3,000. For this land, it appears this 	

	<p>would cost around \$2500, so I will be running a Request for Quotations (RFQ).</p> <p>2) Sale of Land Parcels to Airport District – The Recreation & Conservation Office (RCO) has not yet determined that the Airport District is an eligible sponsor. They also feel that, if they are eligible, the land will likely qualify as a conversion, meaning VPD will have to replace it with like-value property. The Land Trust is standing by to assist with this, if need be. The Airport District did proceed to apply for the loan, but they feel that, given the complexity of this transfer, they will not be able to meet the tight application deadline for this year. That said, the Airport District would still like to complete the transaction with VPD by the end of the year. If the loan is approved, they would begin meeting with RCO to work out the details. They are confident that with the VPD, the Airport District, the Land Trust, and the RCO working together, an equitable deal can be made.</p> <p>3) Recent COVID allowances were released last week. Sport use opened up on the fields for full practices and games, though no tournaments as yet, so reservations are starting to increase for soccer and lacrosse. With regard to the pool, Randy had a plan to allow for open swim for up to 19 people at a time with distancing, along with developing a reservation system for up to four families swimming at the same time, but that will not be feasible, due to the “indoor” bubble being set up this coming weekend. VPD will continue to adjust all participation allowances to be in compliance with the most recent COVID state and county regulation developments.</p> <p>4) An initial 2021 budget draft will be available at our next meeting. VPD’s resolution must be submitted to King County by the end of November. There will be 3 subsequent meetings that will incorporate budget discussions before then.</p>	
<p>Adjourn 8:10 pm</p>	<p>Abby: I move to adjourn. Karen: Second.</p>	<p>Motion to adjourn Pass 5-0</p>

Minutes by: Marshall Murray