

# TUKWILA POOL METROPOLITAN PARK DISTRICT

## Special Meeting of the Board of Commissioners

**Dave Puki**, *President of the Board*

*Board Members:* ▶ **Ellen Gengler** ▶ **Christine Neuffer**

**Jeri Frangello-Anderson**, *Clerk of the Board*

▶ **Vanessa Zaputil**

**Monday, December 28, 2015, 5:00 PM**

*RES. # 2015-16*

**FOSTER LIBRARY MEETING ROOM AT 4060 S 144TH ST, TUKWILA, WA 98168**

<b>1. CALL TO ORDER / PLEDGE OF ALLEGIANCE / ROLL CALL</b>		
<b>2. APPROVE AGENDA</b>		
<b>3. CITIZEN COMMENTS</b> <i>(limited to 4 minutes)</i>		
<b>4. CONSENT AGENDA</b>	a. Approve Voucher(s)	<b>Pg. 37</b>
<b>5. REPORTS</b>	a. Commissioners b. Executive Committee c. Aquatics Manager d. Administrative Director e. Financial Support Services – GDM Financial Solutions f. Tukwila Pool Advisory Committee (TPAC)	
<b>6. BUSINESS ITEMS</b>	a. Administrative Director contract	<b>Pg. 5</b>
	(1) Modeled after March 2015 contract (wages)	<b>Pg. 7</b>
	(2) Modeled after July 2015 contract (salary)	<b>Pg. 11</b>
	b. Employee incentive plan (discussion)	<b>Pg. 15</b>
	c. Accounts Payable Authorized Signature Forms	<b>Pg. 16</b>
	Resolution 2015-15 Auditing Officer Delegation	<b>Pg. 18</b>
	d. King County fund access for transfers (discussion)	<b>Pg. 20</b>
	e. Establishing separate budget funds for operations, CIP and operations reserve (discussion)	<b>Pg. 21</b>
	f. Pool staff organization chart (discussion)	<b>Pg. 22</b>
	g. Contract for minutes (Lady of Letters)	<b>Pg. 23</b>
	h. RFP Flooring (Discussion, Motion to approve)	<b>Pg. 31</b>
	(1) Consulting Contract with FLOORinSPEC	<b>Pg. 33</b>
	(2) Consultation Request with FLOORinSPEC	<b>Pg. 34</b>

	<p>(3) FLOORinSPEC Consultation Request for TPMPD</p> <p>(3) RFP – Small Works Roster Contract Package</p> <p>g. Next Executive Committee meeting – set time and place</p> <p>h. Next TPMPD Board of Commissioners regular meeting is scheduled for Monday, January 11, 2016, 6:00 p.m. at Valley View Sewer District Conference Room located at 3460 S. 148<sup>th</sup> Suite 100, Tukwila, WA 98168</p>	<p><b>Pg. 35</b></p> <p><b>Apdx A</b></p>
<b>8. MISCELLANEOUS</b>		
<p><b>9. EXECUTIVE SESSION</b></p> <p>The TPMPD Board of Commissioners may recess into Executive Session to consider the employment or dismissal of personnel, to review the performance of a public employee, to consult with legal counsel, to consider the position to be taken in collective bargaining, to consider acquisition or sale of real estate or other matters per RCW 42.30.110</p>		
<b>10. ADJOURNMENT</b>		

## Tukwila Metropolitan Park District Mission, Vision, Core Values and Goals

### Mission Statement

*The mission of the Tukwila Pool Metropolitan Park District is to provide the best run municipal aquatics program in the state.*

### Vision Statement

*Our vision is to provide a sustainable and efficient pool that exceeds the community's needs.*

### Core Values

- **Programming** – Offer programming and public use times that are responsive to the demands of the community and contribute to the overall health and wellness of the community.
- **Education** – Offer an aquatic education program to teach the lifelong skill of swimming and promote safe behaviors in, on and around the water to individuals of all abilities.
- **Dependability/Sustainability** – Conduct business in a manner that ensures the community can come to depend on aquatics as an available service they can enjoy for generations to come.
- **Atmosphere** – We will create an inviting, supportive, and caring atmosphere that community members have ownership of and want to be a part of.
- **Partnership** – Foster a spirit of collaboration and creativity in order to be prepared to work with other community service providers to enhance the services available for community members.
- **Fun** – Work at providing fun and enjoyable activities for all ages and abilities

### Goals:

- A. To operate a financial self-sustaining aquatics program.
  - a. Develop long term plan
  - b. Ensure efficient operations
  - c. Capitalize on grants/funding opportunities
  - d. Develop business partnerships
- B. To provide a pool that is a safe haven.
  - a. Maintain and provide continued training to ensure qualified lifeguards and staff
  - b. Ensure a safe and healthy place to recreate and learn
  - c. Protect kids
  - d. Coordinate water safety education
- C. To be welcoming and inclusive to all.
  - a. Create an inviting facility
  - b. Address transportation needs
  - c. Maintain high performance employees
  - d. Eliminate barriers
- D. To maintain and support community involvement in the pool.
  - a. Address transportation for kids
  - b. Promote swimming within school district(s) physical education programs
  - c. Develop regional partnerships
  - d. Growing investments
- E. To provide creative and relevant programs
  - a. Provide long-term aquatic operations
  - b. Deliver swim opportunities to all in the District
  - c. Have the best swim team in the state
  - d. Offer free open swim – community swim
- F. To provide annual performance reporting to the community.
- G. Continue to review governance.



## INFORMATIONAL MEMORANDUM

### Tukwila Pool Metropolitan Park District

TO: **Tukwila Pool MPD Board**  
FROM: **Kim McCoy, Administrative Director**  
DATE: **December 28, 2015**  
SUBJECT: **Administrative Director Agreement**

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#### ISSUE

The terms of an employment agreement for the Administrative Director of the Tukwila Pool Metropolitan Park District (TPMPD).

#### FINANCIAL IMPACT

The outgoing board budgeted the salary for the AD position at \$50,000. The incoming board changed the figure to \$45,000 for the year. The AD is presently paid \$50,000/year. The board needs to choose whether to keep the rate consistent, but to extend the contract for a period shorter than a year, to switch over perhaps to a part-time Executive Director once the new board has settled adequately through the transition period with the new governance model.

#### BACKGROUND

An Executive Director was hired early in 2014, and served into the second half of the year. She left in early autumn, and was replaced in due course by an interim Executive Director. He left in the first quarter of 2015. The Board of Commissioners at the time chose to hire an Administrative Director, in this case Kim McCoy. He had been helping with the pool's information technology needs and in other ways, in particular at the time of transition from Tukwila Parks and Recreation operation over to TPMPD directly hired operational management. Appointed first in late March to a 3-month contract at hourly wages (\$24/hr) through the end of June, his contract was changed to salaried to begin July 1, and to extend through the end of December, with a rate of pay equivalent to that of the Aquatics Manager (\$50,000). As it was known there was a possibility of a change of governance toward the end of November, the then board left it in the hands of those who would be overseeing the TPMPD by the end of 2015 as to the next steps to take.

#### DISCUSSION

Currently the Administrative Director provides support to the Board of Commissioners, performing tasks to collect and provide information as they have need, to generate agendas and information packets for regular and special meetings, and for executive committees. He interacts with WCIA, the District's primary insurance provider, recommending classes to the AM and to Commissioners as is appropriate, also helping with registration as needed, and seeking

and following WCIA's counsel in some areas. He researches government requirements, seeking to ensure the District is in compliance with applicable national, state and local laws, rules and regulations. He coordinated election proceedings on behalf of the District for the recent change of governance.

He provides IT support to the organization, backing up data, updating computers and most other IT infrastructure, occasionally coordinating with outside support in that area. He negotiates with vendors in such areas as fire/security, infrastructure maintenance and upgrades (e.g., flooring, locks, lights), communications services, IT. The AD works with the AM and staff on issues relating to REC1, the line of business software for fielding payments from patrons for swim sessions, lessons, rentals, etc. He submits requests for assistance and software fixes and enhancements for the software, documenting problems, applying (or communicating) fixes as they are made available.

The AD oversees the Scholarship program, ensuring applicants meet the guidelines, and encouraging patrons who might qualify to sign up. He verifies information with the school districts (Tukwila and Highline) regarding student participation in the school lunch program. He has advocated for and gotten REC1 to make some changes to help with scholarship set up and tracking, and is still encouraging them to further fine tune the feature for greater ease of use, as well as data capture.

With an AFO certification (Aquatic Facility Operator) and Lifeguard certification, the AD offers a measure of redundancy and coverage for the AM, gradually learning more of the operational side, for emergency situations or where the AM is out of the area. The AM has operational authority and oversight, the AD administrative, but there are occasional areas of reciprocity so that, to a certain extent, there are parts of each other's jobs that the other may step into should the need arise, such as when the other is on vacation. The AD works to provide various types of support that the AM may request from time to time. They discuss personnel issues as they arise.

The AD interacts with the CPA and Attorney for the District when and where needed.

Both the AM and AD provide a face to the public.

### RECOMMENDATION

Two different agreements are offered on the following pages. The first is the agreement originally signed at the end of May, 2015, with hourly wages. The second is a close approximation of the agreement signed in late June, effective July 1, 2015 through the end of the year, with a switch to salaried.

Choose duration and conditions of employment for the Administrative Director. As sometime this coming year there likely will be a restoration of the Executive Director position, decide length of time for the agreement with the AD consonant with need for continuity on the one hand, and desire to return to the ED / AD model of management for the pool in due course. Possibly consider a 3 to 6 month period for now.

## EMPLOYMENT AGREEMENT

### Administrative Director

This Agreement is entered into between Tukwila Pool Metropolitan Park District hereafter referred to as "District" and \_\_\_\_\_ hereafter referred to as "Employee".

The District hereby employs \_\_\_\_\_ as the Administrative Director of the District who hereby accepts the employment on the terms and conditions set forth below.

**1. Duties.** The Employee shall perform the following duties:

- 1.1.** Perform such services for the District as directed from time to time by the Board of Commissioners in the manner and to the extent permitted by the laws of the State of Washington and in accordance with the policies of the District.
- 1.2.** Perform all duties established by the **job description** of the position of Administrative Director which is incorporated into this Agreement by this reference. The District retains the right to modify the job description during the term of this Agreement.

**2. Hours of Employment.** The Employee is expected to devote up to forty hours per week to perform the administrative and executive duties assigned to the position. The parties recognize that the Employee must devote time outside of normal office hours and the Employee shall determine the hours of work so as to be available to the public on a predictable and regular basis. The Employee shall not work over 40 hours per week unless authorized in writing in advance by the President of the Board of Commissioners.

**3. Compensation.**

- 3.1. Hourly.** For all services rendered by the Employee under this Agreement, the District shall pay the Employee an hourly wage of \$\_\_\_\_\_ payable in accordance with the District's normal payroll process. Overtime pay, when approved as provided in Section 2, shall be 150% of the stated hourly wage.

**3.2. Fringe Benefits.** The Employee shall receive the Fringe Benefits as set forth in **Addendum A.**

**4. Review.** Wage and benefits shall be reviewed annually by the District.

**5. Term.** This Agreement shall be effective on \_\_\_\_\_ and shall continue in force until \_\_\_\_\_, 2016 unless extended or terminated as provided by this Agreement.

- 6. Termination Without Cause.** This position is an at-will position. The Employee acknowledges that either party may terminate employment at any time with 15 days advance notice for any reason with or without cause and that the Employee has no expectation of continued employment beyond this fifteen day period. In the event this Agreement is terminated for any reason, the Employee shall receive the following compensation.

**6.1.** Current wages for all hours worked prior to the termination date.

**6.2.** Payment of accrued Paid Time Off.

**6.3.** Reimbursement of unpaid general expenses incurred as provided in Paragraph 7.

- 7. General Expenses.** The District will reimburse the Employee for reasonable job related expenses when approved in advance and on receipt of documentation of such expenses. The Employee is authorized to expend District funds in the execution of District business and in representing the District at conferences and otherwise, to purchase materials for recognition of employees or volunteers, and to incur travel and lodging expenses in the conduct of District business.
- 8. Employment Attention.** The Employee agrees to devote full working time, attention, knowledge and skills during District working hours to the business and interests of the District and the District shall be entitled to all benefits and profits arising from work and services performed during District working hours by the Employee. Participation in community, business, and civic organizations is encouraged.
- 9. Outside Employment.** The Employee shall not engage in outside employment that interferes with the Employee's ability to effectively discharge the assigned duties and responsibilities in a manner consistent with this Agreement.

**10. General Provisions:**

- 10.1.** Except as otherwise provided for herein, this Agreement shall constitute the entire agreement between the parties, and shall supersede, modify and/or rescind all prior written and oral understandings and agreements between the parties hereto as to the subject of this Agreement.
- 10.2.** Waiver by the Employer of any breach of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach nor a waiver of this provision.
- 10.3.** No amendment or variation of the terms and conditions of this Employment Agreement are valid unless the same is in writing, references this Agreement, and is signed by both parties.
- 10.4.** Except where inconsistent with the terms hereof, Employee shall follow all Employer policies, procedures, rules, regulations, general orders and general



directives.

- 10.5.** If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- 10.6.** The provisions of this Agreement are for the benefits of the parties solely, and not for the benefit of any person, persons or legal entities. Neither this Agreement nor any rights hereunder may be assigned by either party.
- 10.7.** At all times, the Employer has been represented by its attorney. Employee acknowledges that Employee, at all times, had the right to and the availability of independent counsel of Employee's choosing in regard to this Agreement, whether or not Employee chose to exercise that right.

Dated: \_\_\_\_\_, 2015.

TUKWILA POOL METROPOLITAN  
PARK DISTRICT

EMPLOYEE

By: \_\_\_\_\_  
President

\_\_\_\_\_

By: \_\_\_\_\_  
Clerk

**ADDENDUM A**  
**FRINGE BENEFITS – EMPLOYEE**

- 1. BENEFIT REIMBURSEMENT.** The District will provide Employee with up to \$625.00 per month to reimburse employee for health insurance, retirement benefits or other employment benefits approved by the District in advance. The amount represents 15% of employee's salary and is designed to allow employee to obtain fringe benefits and to offset the tax impact of this approach to benefits. The benefit package is not part of the base salary and is subject to modification on an annual basis. Employee shall provide proof of enrollment and payment to receive reimbursement of the benefit funds. If Employee does not use the full benefit amount on a monthly basis, the unused amount shall be forfeited and shall not accrue.
- 2. PAID TIME OFF.** The Employee will be entitled to 13 Paid Time Off days accrued at the rate of 1 day per month. The maximum accrual of Paid Time Off is 13 days. Paid Time Off will not expire at the end of the term but will remain subject to the maximum accrual limit.
- 3. HOLIDAY LEAVE.** The Employee will be granted the following holidays:

4th Thursday in November	Thanksgiving Day
December 25	Christmas Day

## **EMPLOYMENT AGREEMENT**

### **Administrative Director**

This Agreement is entered into between Tukwila Pool Metropolitan Park District hereafter referred to as "District" and Kim McCoy hereafter referred to as "Employee".

The District hereby employs Kim McCoy as the Administrative Director of the District who hereby accepts the employment on the terms and conditions set forth below.

**1. Duties.** The Employee shall perform the following duties:

- 1.1.** Perform such services for the District as directed from time to time by the Board of Commissioners in the manner and to the extent permitted by the laws of the State of Washington and in accordance with the policies of the District.
- 1.2.** Perform all duties established by the job description of the position of Administrative Director which is incorporated into this Agreement by this reference. The District retains the right to modify the job description during the term of this Agreement.

**2. Hours of Employment.** The Employee is expected to devote a minimum of forty hours per week to perform the administrative and executive duties assigned to the position. The parties recognize that the Employee must devote time outside of normal office hours and the Employee shall determine the hours of work so as to be available to the public on a predictable and regular basis. The Administrative Director is a salaried FLSA exempt executive position and is not entitled to overtime compensation unless authorized in writing in advance by the Board of Commissioners.

**3. Compensation.**

- 3.1. Salary.** For all services rendered by the Employee under this Agreement, the District shall pay the Employee a monthly salary of \$\_\_\_\_\_ payable in accordance with the District's normal payroll process.

- 3.2. Fringe Benefits.** The Employee shall receive the Fringe Benefits as set forth in Addendum A.

**4. Review.** Salary and benefits shall be reviewed annually by the District.

**5. Term.** This Agreement shall be effective on January 1, 2016 and shall continue in force until \_\_\_\_\_, 20\_\_ unless extended or terminated as provided by this Agreement.

- 6. Termination Without Cause.** This position is an at-will position. The Employee acknowledges that either party may terminate employment at any time with 30 days advance notice for any reason with or without cause and that the Employee has no expectation of continued employment beyond this thirty day period. In the event this Agreement is terminated for any reason, the Employee shall receive the following compensation.

**6.1.** Current monthly wage for all hours worked prior to the termination date.

**6.2.** Payment of accrued Paid Time Off.

**6.3.** Reimbursement of unpaid general expenses incurred as provided in Paragraph 7.

- 7. General Expenses.** The District will reimburse the Employee for reasonable job related expenses when approved in advance and on receipt of documentation of such expenses. The Employee is authorized to expend District funds in the execution of District business and in representing the District at conferences and otherwise, to purchase materials for recognition of employees or volunteers, and to incur travel and lodging expenses in the conduct of District business.

- 8. Employment Attention.** The Employee agrees to devote full working time, attention, knowledge and skills during District working hours to the business and interests of the District and the District shall be entitled to all benefits and profits arising from work and services performed during District working hours by the Employee. Participation in community, business, and civic organizations is encouraged.

- 9. Outside Employment.** The Employee shall not engage in outside employment that interferes with the Employee's ability to effectively discharge the assigned duties and responsibilities in a manner consistent with this Agreement.

**10. General Provisions:**

- 10.1.** Except as otherwise provided for herein, this Agreement shall constitute the entire agreement between the parties, and shall supersede, modify and/or rescind all prior written and oral understandings and agreements between the parties hereto as to the subject of this Agreement.
- 10.2.** Waiver by the Employer of any breach of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach nor a waiver of this provision.
- 10.3.** No amendment or variation of the terms and conditions of this Employment Agreement are valid unless the same is in writing, references this Agreement, and is signed by both parties.

- 10.4.** Except where inconsistent with the terms hereof, Employee shall follow all Employer policies, procedures, rules, regulations, general orders and general directives.
- 10.5.** If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- 10.6.** The provisions of this Agreement are for the benefits of the parties solely, and not for the benefit of any person, persons or legal entities. Neither this Agreement nor any rights hereunder may be assigned by either party.
- 10.7.** At all times, the Employer has been represented by its attorney. Employee acknowledges that Employee, at all times, had the right to and the availability of independent counsel of Employee's choosing in regard to this Agreement, whether or not Employee chose to exercise that right.

Dated: \_\_\_\_\_, 2015.

TUKWILA POOL METROPOLITAN  
PARK DISTRICT

EMPLOYEE

By: \_\_\_\_\_  
President

\_\_\_\_\_

By: \_\_\_\_\_  
Clerk

ADDENDUM A  
FRINGE BENEFITS – EMPLOYEE

1. **BENEFIT REIMBURSEMENT.** The District will provide Employee with up to \$625.00 per month to reimburse employee for health insurance, retirement benefits or other employment benefits approved by the District in advance. The amount represents 15% of employee's salary and is designed to allow employee to obtain fringe benefits and to offset the tax impact of this approach to benefits. The benefit package is not part of the base salary and is subject to modification on an annual basis. Employee shall provide proof of enrollment and payment to receive reimbursement of the benefit funds. If Employee does not use the full benefit amount on a monthly basis, the unused amount shall be forfeited and shall not accrue.
2. **PAID TIME OFF.** The Employee will be entitled to 13 Paid Time Off days accrued at the rate of 1 day per month. The maximum accrual of Paid Time Off is 13 days. Paid Time Off will not expire at the end of the term but will remain subject to the maximum accrual limit.
3. **HOLIDAY LEAVE.** The Employee will be granted the following holidays:

4th Thursday in November  
December 25

Thanksgiving Day  
Christmas Day

## INFORMATIONAL MEMORANDUM

Tukwila Pool Metropolitan Park District

TO: **Tukwila Pool MPD Board**  
FROM: **Kim McCoy, Administrative Director**  
DATE: **December 28, 2015**  
SUBJECT: **Employee Incentive Plan**

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### ISSUE

Can the Board of Commissioners provide financial incentive to the Aquatics Manager to take steps to increase revenues from swim lessons?

### FINANCIAL IMPACT

If incentives are met, pool revenue from swim lessons will increase, partially offset by a bonus to the Aquatics Manager.

### BACKGROUND

The Board of Commissioners wish to consider ways to improve revenues for the District. As swim lessons are a significant source of revenue, this is an area where more participation by community members can favorably affect the bottom line.

### DISCUSSION

Attorney Brian Snure provided the following information regarding "Employee Bonus, Awards or Incentives." He wrote:

As a municipal corporation the TPMD cannot make gifts. Bonuses and awards to employees for services performed fall into the category of gift and are prohibited.

In contrast a well-designed performance incentive that is defined in advance of the services being rendered is not viewed as a gift. For example, if you were to give the Aquatics Manager a \$1,000 bonus for increasing swim class registrations by 10% over the prior year that would be prohibited. However, if the Aquatics Manager's contract provided that he or she would be paid an additional \$1,000 if he or she increased swim class registrations by over 10% before the end of the contract year that would be a permissible performance incentive.

### RECOMMENDATION

Choose the performance goal(s) and metrics, and the associated performance incentive(s), and include as a part of or addendum to the Aquatics Manager's employment contract.

## Accounts Payable Authorized Signature Form

(For Districts for which King County, as Treasurer, Issues Payments)

### SECTION 1 – GENERAL INFORMATION

Please complete each field below. For the "Number" field, enter the first 5 digits of your Fund Numbers. Typed/ electronic entries are preferred for readability.

District/Organization Name: Tukwila Pool Metropolitan Park District Number: 17591

Street Address: 4414 S. 144th St.

City/ State/ Zip: Tukwila WA 98168

General Telephone #: 206-267-2350 Fax #: \_\_\_\_\_

#### Primary Contacts

Name: Dave Puki Title: President

Telephone #: 206-248-7973 Email: dpuki@tukwilapool.org

Name: Kim McCoy Title: Administrative Director

Telephone #: 206-454-7579 Email: kmccoy@tukwilapool.org

### SECTION 2 –AUDITING OFFICER(S) DELEGATED WITH PAYMENT APPROVAL AUTHORITY (If Applicable)

Complete the fields below for each Auditing Officer that has been delegated signatory authority in accordance with RCW 42.24.180. This RCW is intended to expedite the issuance of warrants by authorizing one or more persons signatory authority to approve warrant issuance before the board has acted to approve the claims. A copy of the resolution delegating this authority is required to accompany this form. When submitting Voucher Approval documentation, it is understood that any restrictions attached to an Auditing Officer's signatory authority will have been honored by the Auditing Officer. Due to the electronic voucher data submission process, King County does not monitor these restrictions.

Number of Required Auditing Officer Signatures for Payment of Claims: 2

#### Auditing Officer Signatures

	Name	Telephone	Email
Sign:	_____	_____	_____
Print:	<u>Dave Puki</u>	<u>206-248-7973</u>	<u>dpuki@tukwilapool.org</u>
Sign:	_____	_____	_____
Print:	<u>Jeri Frangello-Anderson</u>	<u>206-552-1620</u>	<u>jeri@tukwilapool.org</u>
Sign:	_____	_____	_____
Print:	<u>Alan Dance</u>	<u>425-283-5425</u>	<u>tpmpd@forprivateclients.com</u>
Sign:	_____	_____	_____
Print:	_____	_____	_____



## Accounts Payable Authorized Signature Form

(For Districts for which King County, as Treasurer, Issues Payments)

### SECTION 3 – BOARD MEMBERS – APPROVALS AND PAYMENT CERTIFICATION AUTHORIZATION

*If an Auditing Officer with signing authority, per RCW 42.24.180, has not been delegated or, if such an Auditing Officer is delegated and any designated restriction is exceeded, board action is required for warrant issuance. As members of the board, the following persons are also authorized to sign for Approval and Payment Certification as per RCW 42.24.080 and other respective agency RCWs.*

Number of Required Board Member Signatures for Payment of Claims: 2

#### Board Member Signatures

	Name	Telephone	Email
Sign: _____			
Print: _____	Dave Puki	206-248-7973	dpuki@tukwilapool.org
Sign: _____			
Print: _____	Jeri Frangello-Anderson	206-552-1620	jfrangello@tukwilapool.org
Sign: _____			
Print: _____	Ellen Gengler	206-372-3316	egengler@tukwilapool.org
Sign: _____			
Print: _____	Christine Neuffer	206-930-5729	cneuffer@tukwilapool.org
Sign: _____			
Print: _____	Vanessa Zaputil	206-242-9945	vzaputil@tukwilapool.org
Sign: _____			
Print: _____			

**I attest the above information is true and accurate and the signatures herein are authorized as described. Our district will execute a new form with King County Accounts Payable as information or signatories change:**

Signature: _____	Date: _____
Print Name: Dave Puki	Title: President
	Chairperson/ President

District/Organization Name: Tukwila Pool Metropolitan Park District

**Please send King County Accounts Payable this original completed form and, if applicable, a copy of a resolution delegating signatory authority (*sample attached*). Incomplete forms will be returned. Please send documents to:**

King County Accounts Payable  
Attn: Special Districts  
401 5th Avenue, Room 323  
Seattle, WA 98104

If you require assistance completing this form, please contact (206) 263-9284 or SpecialDist.AP@kingcounty.gov.

**TUKWILA POOL METROPOLITAN PARK DISTRICT**  
**AUDITING OFFICER DELEGATION RESOLUTION**  
**FOR TUKWILA POOL METROPOLITAN PARK DISTRICT #17591**

**RESOLUTION #2015-15**

**APPOINTING OF AUDITING OFFICERS FOR THE PURPOSE OF AUTHORIZING THE ISSUANCE OF WARRANTS AND ELECTRONIC TRANSACTIONS PRIOR TO BOARD OF COMMISSIONERS APPROVAL.**

**WHEREAS** there may be circumstances when the Board of Commissioners does not meet prior to a day in which they would need to approve vouchers for the District's warrants and claims;

**WHEREAS** there is a need by the District to process warrants and electronic payments in a timely and consistent manner;

**WHEREAS** it would be of financial benefit to appoint Auditing Officer(s) to certify the voucher approval document for the correct and certified submission of vouchers to the King County Finance Office without awaiting a Commissioners meeting to authorize specific payments;

**WHEREAS** RCW 42.24.180 authorizes the issuance of warrants before approval of the vouchers by the Board of Commissioners in order to expedite the payment of claims;

**WHEREAS** this agency shall enact the following policies and procedures pursuant to RCW 42.24.180:

1. All routine operating claims against Tukwila Pool Metropolitan Park District will be pre-audited and signed by the Auditing Officer(s)
2. The Auditing Officer(s) shall be bonded for no less than \$50,000 to assure the faithful discharge of their duties
3. Tukwila Pool Metropolitan Park District #17591 establishes the necessary purchasing and disbursing procedures that implements effective internal control for issuance of warrants and claims
4. The Board of Commissioners shall review and approve the claims paid at its next regularly scheduled public meeting; and
5. If the Board of Commissioners disapproves some claims, the Auditing Officer will recognize these claims as receivables of the District and will pursue collection diligently until the amounts are either collected or the Board of Commissioners approves the claims

THEREFORE BE IT RESOLVED, that the Board of Commissioners of Tukwila Pool Metropolitan Park District #17591 does hereby authorize the Auditing Officer(s), President Dave Puki; Clerk Jeri Frangello-Anderson; and CPA Alan Dance, to submit vouchers for payment and disbursement in accordance with Tukwila Pool Metropolitan Park District #17591 prior to the Board taking action to approve said claims;

ADOPTED by the Board of Commissioners of Tukwila Pool Metropolitan Park District #17591 at a special meeting held on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
By: Board Secretary

\_\_\_\_\_  
By: Commissioner

\_\_\_\_\_  
By: President

\_\_\_\_\_  
By: Commissioner

\_\_\_\_\_  
By: Commissioner

## INFORMATIONAL MEMORANDUM

Tukwila Pool Metropolitan Park District

TO: **Tukwila Pool MPD Board**  
FROM: **Kim McCoy, Administrative Director**  
DATE: **December 28, 2015**  
SUBJECT: **King County Fund Access for Transfers**

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### ISSUE

Care and oversight must be given to movement and access to District funds which are kept and managed by King County. Who shall carry this responsibility for the TPMPD?

### FINANCIAL IMPACT

Hundreds of thousands of dollars are deposited into and drawn out from our King County financial accounts over the course of the year. Responsible, trackable access and management by the TPMPD is paramount. Interest is earned on money kept there.

### BACKGROUND

This year, 2015, there have been occasions where transfers from the District's funds were made by the County without clear communication with the District. Some checks need to be instituted to ensure transparency and integrity. Also, who within the district can have access to the funds is an essential matter.

### DISCUSSION

How do we set up and maintain proper controls and reporting procedures to maintain access to our funds maintained by King County?

### RECOMMENDATION

Through interaction with CPA Alan Dance, with Bookkeeper Dawn Jackson, counsel from Attorney Brian Snure, and conversations with personnel within King County who manage the District's funds, and with our bank, determine the best guidelines, protocols and policies to meet the goals of security, integrity, accurate data capture, transparency (with a mind also to providing confidentiality where laws such as HIPAA require such), and efficiency. Be prepared at the January 11<sup>th</sup> regular meeting to take steps to adapt and implement such.

## INFORMATIONAL MEMORANDUM

Tukwila Pool Metropolitan Park District

**TO: Tukwila Pool MPD Board**  
**FROM: Kim McCoy, Administrative Director**  
**DATE: December 28, 2015**  
**SUBJECT: Establishing Separate Budget Funds – Operations / CIP / Operational Reserve**

---

### ISSUE

At present all TPMPD funds are lumped together into one account with King County. Would it not be prudent to establish separate funds for Operations, for CIP (Capital Improvement Projects), and for Prudential oversight Care and oversight must be given to movement and access to District funds which are kept and managed by King County. Who shall carry this responsibility for the TPMPD?

### FINANCIAL IMPACT

Hundreds of thousands of dollars are deposited into and drawn out from our King County financial accounts over the course of the year. Responsible, trackable access and management by the TPMPD is paramount. Interest is earned on money kept there.

### BACKGROUND

This year, 2015, there have been occasions where transfers from the District's funds were made by the County without clear communication with the District. Some checks need to be instituted to ensure transparency and integrity. Also, who within the district can have access to the funds is an essential matter.

### DISCUSSION

How do we set up and maintain proper controls and reporting procedures to maintain access to our funds maintained by King County?

### RECOMMENDATION

Through interaction with CPA Alan Dance, as well as communication with Bookkeeper Dawn Jackson, counsel from Attorney Brian Snure, and conversations with personnel within King County who manage the District's funds, and with our bank, determine the best guidelines, protocols and policies to meet the goals of security, integrity, accurate data capture, transparency (with a mind also to providing confidentiality where laws such as HIPAA require such), and efficiency. Be prepared at the January 11<sup>th</sup> regular meeting to take steps to adapt and implement such.

## INFORMATIONAL MEMORANDUM

Tukwila Pool Metropolitan Park District

TO: **Tukwila Pool MPD Board**  
FROM: **Kim McCoy, Administrative Director**  
DATE: **December 28, 2015**  
SUBJECT: **Pool Staff Organizational Chart Discussion**

---

### ISSUE

The Aquatics Manager is responsible for operational management of the Tukwila Pool. The Administrative Director is responsible for administrative management of the Tukwila Pool. Clarity in their roles, in lines of responsibility, and reasonably defined communication structures and chain of command can help promote efficient management of the pool. Defining what areas may occasionally overlap can also minimize misunderstandings.

### FINANCIAL IMPACT

NA

### BACKGROUND

With a move earlier this year from an Executive Director and Aquatics Manager, to the loss of the ED, and a change to an Administrative Director, certain areas of protocol were left undefined, and have resulted in some occasions of confusion.

### DISCUSSION

Though many aspects of human interaction are fluid, an organizational chart can help set expectations and provide guidelines to boards, management and employees as to lines of authority and reporting. What makes the best sense for where we are now, and where we want to go, in the clarification of managerial roles and responsibilities?

### RECOMMENDATION

Staff recommends the board appoint a working committee to draft an appropriate organizational chart (or org chart options). The committee should discuss with management details of their current roles and responsibilities. They may come with a chart representative of the current setup, as well as consider ways they may wish to modify the structure. Then come prepared with one or more charts to present to the Board of Commissioners at the next regular meeting January 11, 2016.

## **INFORMATIONAL MEMORANDUM**

### **Tukwila Pool Metropolitan Park District**

TO: **Tukwila Pool MPD Board**  
FROM: **Kim McCoy, Administrative Director**  
DATE: **December 28, 2015**  
SUBJECT: **Contract for Services for Lady of Letters**

---

#### **ISSUE**

The TPMPD needs certain services performed for its citizens and does not have the manpower or expertise to perform such services.

#### **FINANCIAL IMPACT**

Outlined in the contract.

#### **BACKGROUND**

Our Lady of Letters, Inc. has been assisting the TPMPD with taking and transcribing minutes.

#### **DISCUSSION**

The TPMPD will need ongoing assistance with taking minutes (which may or may not include setting up recording devices) and transcription of minutes. A proposed contract and scope of work are attached hereto.

#### **RECOMMENDATION**

Authorize the Board President to sign the Contract for Services with Lady of Letters, Inc. which will be subject to final approval by legal counsel.

#### **ATTACHMENTS**

Contract

Scope of Work

Contract

**TUKWILA POOL METROPOLITAN PARK DISTRICT  
CONTRACT FOR SERVICES  
WITH LADY OF LETTERS, INC.**

This Agreement is entered into by and between the Tukwila Pool Metropolitan Park District, hereinafter referred to as "the TPMPD," and **Lady of Letters, Inc.**, hereinafter referred to as "the Contractor."

**WHEREAS**, the TPMPD has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

**WHEREAS**, the TPMPD desires to have the Contractor perform such services pursuant to certain terms and conditions; therefore,

**IN CONSIDERATION OF** the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. **Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the TPMPD if the scope or schedule is to be modified in any way.
2. **Compensation and Method of Payment.** The TPMPD shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit B attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed **\$10,000.**
3. **Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the TPMPD whenever the Contractor desires to amend its budget in any way.
4. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing **January 1, 2016**, and ending **December 31, 2016**, unless sooner terminated under the provisions hereinafter specified.



5. **Independent Contractor.** Contractor and TPMPD agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded TPMPD employees by virtue of the services provided under this Agreement. The TPMPD shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.
  
6. **Indemnification.** The Contractor shall defend, indemnify and hold the TPMPD, its officers, agents, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the TPMPD. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the TPMPD, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
  
7. **Insurance.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the TPMPD's recourse to any remedy available at law or in equity.
  - A. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types and with the limits described below:

1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
  2. **Commercial General Liability** insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 O 1 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse or underground property damage. The TPMPD shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the TPMPD using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
  3. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.
- B. **Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the TPMPD. Any insurance, self-insurance, or insurance pool coverage maintained by the TPMPD shall be excess of the Contractor's insurance and shall not contribute with it.
- C. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- D. **Verification of Coverage.** Contractor shall furnish the TPMPD with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

- E. **Subcontractors**. The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.
  - F. **Notice of Cancellation**. The Contractor shall provide the TPMPD and all Additional Insured's for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
  - G. **Failure to Maintain Insurance**. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the TPMPD may, after giving five business days-notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the TPMPD on demand, or at the sole discretion of the TPMPD, offset against funds due the Contractor from the TPMPD.
8. **Record Keeping and Reporting**.
- A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the TPMPD to ensure the performance of this Agreement.
  - B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the TPMPD.
9. **Audits and Inspections**. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.
10. **Termination**. This Agreement may at any time be terminated by the TPMPD giving to the Contractor thirty (30) days written notice of the TPMPD's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the TPMPD shall have the right to terminate this Agreement immediately.

11. **Termination.** The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation or the presence of any disability in the selection and retention of employees or procurement of materials or supplies.
12. **Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the TPMPD.
13. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the TPMPD and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.
14. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
15. **Notices.** Notices to the TPMPD shall be sent to the following address:  
  

Clerk of the Board  
Tukwila Pool Metropolitan Park District  
4414 South 144th Street  
Tukwila, Washington 98168

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.
16. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

**Contract Signature Page**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

TUKWILA POOL METROPOLITAN  
PARK DISTRICT

CONTRACTOR

Board President	Date
-----------------	------

By: \_\_\_\_\_  
Signature Date

ATTEST I AUTHENTICATED:

Printed Name and Title

Clerk of the Board Date

Address:

APPROVED AS TO FORM:

---

TPMPD Board Attorney	Date
----------------------	------

## Exhibit A



### Meeting Minutes Scope of Work

On-Premise and/or Off-Premise options are available for meeting minute transcription as follows:

#### **On-Premise:**

A Lady of Letters representative will attend all designated meetings. Said representative will arrive prior to meetings to set up their recording equipment. Representative will be in attendance at each meeting and be responsible for their recording equipment. Recordings are transcribed in Word doc format. Once transcription is complete, minutes are sent through a double proofing process to ensure accuracy and that all requested specifications are fulfilled. Completed minutes are submitted via email within five (5) business days following meeting date.

#### Costs:

- Travel - \$10/per hour (office headquarters in Everett to Tukwila - travel time will vary depending on traffic conditions)
- Attendance - \$20 per hour
- Transcription of minutes - \$2.00 per meeting minute

Example: Based on a 2 hour meeting: Travel (roundtrip) 2.5 hours (time may vary – see above) = \$25, Attendance – 2 hours - \$40, Transcription = \$240.  
Grand Total - \$305

#### **Off-Premise:**

On designated meeting dates, either staff will download and/or re-record the meeting audio from a MPD website or MPD will submit an audio of the meeting to Lady of Letters via internet. A staff member is assigned to transcribe the meeting in Word doc format. Once transcription is complete, minutes are sent through a double proofing process to ensure accuracy and that all requested specifications are fulfilled. The finished meeting minutes are submitted via email within five (5) business days following meeting date.

#### Costs:

- Meeting Minute Transcription - \$2.00 per audio minute

Example: Based on a 2 hour meeting: Transcription - \$240  
Grand Total - \$240

## INFORMATIONAL MEMORANDUM

Tukwila Pool Metropolitan Park District

TO: **Tukwila Pool MPD Board**  
 FROM: **Kim McCoy, Administrative Director**  
 DATE: **December 28, 2015**  
 SUBJECT: **RFP for Flooring for Pool Deck and Lobby**

---

### ISSUE

In 1973 a concrete floor with pebble aggregate was laid down when the pool was built. This surface swimmers walked upon up until the beginning of 2013, when a new flooring material covered over the concrete pebble aggregate. It has been found since then that there are some slippery places on the pool deck when it is wet (in technical terms, the coefficient of friction is less than optimal). It has been determined the flooring should be corrected or replaced for purposes of safety.

### FINANCIAL IMPACT

Up to \$50,000 has been budgeted for installation of a safe flooring solution. If this is not done, the possibility exists that at some point an indeterminate amount of money may be forfeit due to litigation.

### BACKGROUND

At the time the flooring was replaced, the manufacturer recommended a particular way of finishing the pool deck surface, namely with enough material laid over the earlier variegated surface to eliminate the indentations, and proper troweling to render the silica aggregate-filled modified polyamine epoxy smooth. In the one area of the pool where this was done (a slightly raised area over by the lift chair), I am unaware of anyone having slipped there. The only drawback is some tiny pitting where the surface has worn down, exposing the silica, which then disappears, with a tiny cavity left behind.

Management at the time encountered an expected shortfall in funding for the project, so went with a lighter coat, leaving small dips (approximately the size of a dime) on most parts of the floor where the concrete beneath is deeper down than the pebble aggregate which slightly protruded. When these dime-sized indentations fill with water, it is much easier for a bare foot to slip thereon.

The MRSC Small Works Roster ([mrscrosters.org](http://mrscrosters.org)) provides qualified vendors of many products, as well as installers. Brian Snure provided an MRSC-compatible template to use to put out a Request for Proposals for vendors to evaluate our existing flooring, and to propose either a fix or a replacement product. However, hearing conflicting information

from many sources, and discussing it with Mr. Snure and the Commissioners, it was determined that a flooring consultant who knows the ins and outs of current flooring technologies, vendors, installers, and contracting. After a search, we found Robert Lucas of FLOORinSPEC (floorinspec.com) through Tish Gasparich, Executive Director of the Flooring Association Northwest out of Bellevue ([www.flooringassociation.org](http://www.flooringassociation.org)).

We signed a consulting agreement with Mr. Lucas on November 19<sup>th</sup>. Since then, he has visited the pool and indicated a quick understanding of the problem, asked what we had been looking at by way of potential solutions, and suggested a few additional avenues to explore. He reviewed and made several suggestions to modify the RFP document. He was fine with the legal side of it, but offered enhancements and clarifications to the details pertaining to our pool, the problem description, and additional documentation to flesh out the scope of work.

### DISCUSSION

With some vendors I spoke with before Mr. Lucas' engagement, and some encountered through his introductions, and two or three more recently mentioned, I believe we will have some good options to choose among. We need to get the RFP out fairly soon if we are to hit the target of late February for the installation. The only thing our consultant recommends is that I add dimensions to the drawing, which I can do this coming week. I will also need to change the dates of the bid and deadlines. With about 2-1/2 hours work, it should be ready to go – unless Commissioners have additional recommendations to enhance the document to supplement those of our attorney and flooring consultant.

After the proposals come in, likely there will be a few that look to be a good fit for our pool. We may be able to choose the one that looks best, and together refine expectations and ensure clarity in the deliverables – which the RFP should have sorted pretty well, but it is generally wise to review the details prior to making a fully commitment, including having a small sample installation (such as a test square in the men's guard's room, for example).

I will bring a few samples to the meeting of potential flooring solutions; also a short list of potential vendors – although the RFP may bring additional worthwhile candidates. I believe our needs can be met within the budgeted amount if we take care in the final sorting process.

### RECOMMENDATION

Staff recommends the board approve the release of the RFP. Robert Lucas says once the dimensions are added to the drawing, and dates are fixed, it is ready to send. In order to allow ordering and timely shipment of the flooring products, now is the time if we want to meet the February time frame. Staff also recommends the board appoint a working committee to coordinate with staff in the evaluation of proposals, and that a special meeting be held when needed that the board might give final approval to the chosen product and methodology.



# FLOOR*in*SPEC

COMMERCIAL FLOORING CONSULTANTS, TESTING AND SUPPORT

## *Independent Technical Services for Commercial Flooring*

### **Our Mission:**

*We provide professional, accurate, and unbiased information in a clear and useful format. We supply critical data that can prevent schedule and cost overruns, decrease liability, and ensure warrantable flooring installations for any size project.*

### **...Services:**

- < *Commercial flooring consultation, claim inspections, pre-construction meetings and project oversight for all commercial flooring products*
- < *ASTM F2170 "...Concrete Equilibrium Relative Humidity Testing" (CERH)*
- < *ASTM F1869 "...Concrete Moisture Vapor Emission Testing" (CMVE)*
- < *ASTM F710 "...Preparing Concrete Floors...Resilient Flooring" analysis & testing*
- < *ASTM C1583 & D7234 Pull-Off type testing for underlayment and coatings*
- < *Concrete core cutting & collection for laboratory analysis*

### **...Credentials:**

- < *ACI Certified Flatwork Technician*
- < *ICRI Certified Concrete Moisture Testing Technician*
- < *CFI Certified Carpet Inspector*
- < *IICRC Senior Carpet Inspector and Substrate/Sub-floor completion*
- < *Flooring Association Northwest: Director 2009 – 2010, President 2011 - 2013*
- < *WFCA Certified Flooring Professional*
- < *Member affiliations: ACI, CFI, ICRI, IICRC, WFCA, and FAN*
- < *Over thirty years multi-level industry experience; References upon request*

### **...Cost:**

- < ***Consulting:** \$115 per hour; \$690.00 (6 hours) minimum charge*
- < ***Testing:** \$500.00 minimum; includes up to 6 ASTM F2170 test locations*
- < ***Trip Charge:** One way per trip, one minute per aerial mile, to the nearest quarter hour; mileage originates from I-5 and I-90 in Seattle; travel beyond 100 miles per quote only*
- < ***Materials & Supplies:** \$20.00 per CERH test, \$30.00 per CMVE test, \$65.00 per core*
- < ***Additional Expenses:** Cost plus 20%*
- < ***Long Term Consulting/Continuous-use:** Contracts negotiated upon request*

Signature: H. J. Lucas

Date: 11-19-2015

2020 Maltby Road PMB 114, Bothell, WA 98021 ph: 206-793-6720  
[rlucas@floorinspec.com](mailto:rlucas@floorinspec.com)

# FLOORinSPEC

COMMERCIAL FLOORING CONSULTANTS, TESTING AND SUPPORT

## Commissioner's Agreement

Project Name Tukwila Pool Deck Flooring

**FLOORinSPEC** makes no guarantees or warranties of any kind, either expressed or implied, by performing the requested scope of work for this commission. All information developed through this commissioning will be provided to the commissioning party in a timely and professional manner. Any decisions or course of action chosen by the commissioning party, contractor, owner or other party based on the information provided by **FLOORinSPEC** is at their own risk. All charges are per the signed fee schedule, unless covered by a separate proposal, and are due upon completion of work (or monthly if commission is ongoing) and submission of invoice. All documentation developed via this commission becomes the intellectual property of **FLOORinSPEC**.

(Please Print)

Signature H. J. McCoy Date 11/19/2015

Print Name H. Kim McCoy Title Administrative Director

Company Tukwila Pool Metropolitan Park District

# FLOORinSPEC

COMMERCIAL FLOORING CONSULTANTS, TESTING AND SUPPORT

## Consultation Request

*Please include all information that is applicable to this request.*

Date: 11/19/2015

### COMMISSIONER/BILL TO

Company Name:	Tukwila Pool Metropolitan Park District
Address:	4414 S. 144 <sup>th</sup> St.
City, State, Zip:	Tukwila WA 98168
Phone:	206-267-2350
Fax:	
Contact Name:	Kim McCoy
Mobile/alt. Phone:	206-432-7550
E-mail:	kmccoy@tukwilapool.org

### PROJECT LOCATION

Project Name:	Tukwila Pool Deck Flooring
Reference or P.O.:	
Address:	4414 S. 144 <sup>th</sup> St.
City, State, Zip:	Tukwila WA 98168
Phone:	206-267-2350
Fax:	
Contact Name:	Kim McCoy
Mobile/alt. Phone:	206-432-7550
E-mail:	kmccoy@tukwilapool.org

### FLOORING CONTRACTOR

Company Name:	To be determined (TBD)
Address:	
City, State, Zip:	
Phone:	
Fax:	
Contact Name:	
Mobile/alt. Phone:	
E-mail:	

2020 Maltby Road PMB 114, Bothell, WA 98021 ph: 206-793-6720

[www.floorinspec.com](http://www.floorinspec.com)

# FLOORinSPEC

COMMERCIAL FLOORING CONSULTANTS, TESTING AND SUPPORT

## GENERAL CONTRACTOR

Company Name:	TBD
Address:	
City, State, Zip:	
Phone:	
Fax:	
Contact Name:	
Mobile/alt. Phone:	
E-mail:	

## CONCRETE CONTRACTOR

Company Name:	TBD
Address:	
City, State, Zip:	
Phone:	
Fax:	
Contact Name:	
Mobile/alt. Phone:	
E-mail:	

## OTHER INVOLVED PARTY (Property Manager, Distributor, Sub-Contractor, etc.)

Company Name:	
Address:	
City, State, Zip:	
Phone:	
Fax:	
Contact Name:	
Mobile/alt. Phone:	
E-mail:	

**Comments, Notes (attach separate sheets as necessary):**



# Special District Voucher Approval Document

KC v2.0

**Scheduled Payment Date:** 01/04/2015

**Total Amount:** \$4,938.64

**Control Total:** 5

**Payment Method:** WARRANT

**District Name:** Tukwilla Pool Metropolitan Park District

**File Name:** AP\_TUKPLMPD\_APSUPINV\_20151228094218.csv

**Fund #:** 175910010

## CONTACT INFORMATION

Preparer's Name: \_\_\_\_\_

Email Address: TPMPD@forprivateclients.com

## PAYMENT CERTIFICATION

RCW (42.24.080)

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim(s) is(are) just, due and unpaid obligation against the above-named governmental unit, that I am authorized to authenticate and certify to said claim(s).

**Authorized District Signature(s) for Payment of Claims (Auditing Officer(s) or Board Member(s)) :**

_____ Authorized District Signature	_____ Date	_____ Authorized District Signature	_____ Date
_____ Authorized District Signature	_____ Date	_____ Authorized District Signature	_____ Date
_____ Authorized District Signature	_____ Date	_____ Authorized District Signature	_____ Date

## SUBMIT SIGNED DOCUMENT TO:

King County Accounts Payable  
Attn: Special Districts  
401 5th Avenue, Room 323  
Seattle, WA 98104

Email: SpecialDist.AP@kingcounty.gov  
Fax: (206) 263-3767

## KING COUNTY FINANCE USE ONLY:

Batch Processed By: \_\_\_\_\_

Date Processed: \_\_\_\_\_

**Tukwila Pool Metropolitan Park District**  
**Transaction Report**  
All Dates

Date	Num	Name	Memo/Description	Split	Amount
11/24/2015	9939	Aquatic Specialty Services, Inc	Service Call: Pulsar unit overflow switch not working	47.2 Operational Expenditures:Services:Repairs and Maintenance:Equipment Repairs/Maintenance	54.75
12/09/2015	166361506	Broadview Networks	Landline Phone Charge	42.1 Operational Expenditures:Services:Communications:Telephone	478.59
12/05/2015	53897	GDM Private Financial Solutions	REC 1 Reimbursement	-Split-	3,125.00
11/19/2015	11/19/2015	Steve Burke	Reimbursement for Steve Burke		1,213.83
12/10/2015	524250	Walter E. Nelson Co.	Liquid Soap Disp	33.3 Operational Expenditures:Supplies:Maintenance and Repairs Supplies:Cleaning and Janitorial Supplies	66.47
<b>TOTAL</b>					<b>\$ 4,938.64</b>



## Special District Voucher Approval Document

KC v2.0

**District Name:** Tukwilla Pool Metropolitan Park District**File Name:** AP\_TUKPLMPD\_APSUPINV\_20151228094218.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
AQUATIC SPECIALTY SERVICES, INC			9939	11/24/2015	\$54.75	
BROADVIEW NETWORKS			16361506	12/09/2015	\$478.59	
GDM PRIVATE FINANCIAL SOLUTIONS			53897	12/05/2015	\$3,125.00	
STEVEN BURKE			2015/11/05	11/05/2015	\$1,213.83	
WALTER E NELSON CO			313472	12/08/2015	\$66.47	