

# Meeting of the Board of Commissioners TUKWILA METROPOLITAN PARK DISTRICT

Verna Seal, *President of the Board*  
Kathy Hougardy, *Clerk of the Board*

*Board Members:* ▶ Joe Duffie ▶ Dennis Robertson  
▶ Allan Ekberg  
▶ De'Sean Quinn ▶ Kate Kruller

**Monday, December 17, 2012, 5:30 PM\***  
Tukwila City Hall Council Chambers

**Resolution #15**

## SPECIAL MEETING

*\*Please note earlier start time for this month's meeting.*

### 1. CALL TO ORDER

### 2. CITIZEN COMMENTS

### 3. CONSENT AGENDA

- a. Approval of minutes: 11/19/12
- b. Approval of vouchers.

### 4. BUSINESS ITEMS

- a. 2013 Board appointments (per Resolution No. 1, copy attached).  
*Section 4. Officers – Election. At the last public meeting of the Park District in every year, the City Council, acting in its ex-officio capacity as the Park District Board, shall appoint the incoming Council President as the President of the Board, and the subsequent incoming Council President as the Clerk of the Board by majority vote of the quorum of the Park District Board in attendance at the meeting.*  
*Section 5. Officers – Term. The officers of the Park District Board shall serve until a successor is elected and the failure to elect a successor as provided herein shall not operate as a removal of the existing officers.*
- b. Authorize the Board President to sign a professional services contract with Lisa M. Marshall for the provision of legal counsel services for the Tukwila Metropolitan Park District through December 31, 2013.
- c. Capital project update.
- d. Preliminary 2013 draft long-term agenda.
- e. Shall the Board change the MPD governance at some time in the future (from the City Councilmembers as Ad-Hoc Board Members to an elected 5-member Board)? *Yes or No.*
- f. Discussion regarding independent review of support services contract.

**Pg.1**

**Pg.7**

**Pg.19**

**Pg.21**

**Pg.29**

**Pg.31**

### 5. REPORTS

- a. Commissioners
- b. Staff:
  - Capital Improvement Program (CIP) status
  - Operational issues
  - Short-term agenda review
  - Quarterly report
  - December 15, 2012 construction status—50%
- c. Tukwila Pool Advisory Committee:
  - Agenda and minutes
  - Chairperson report
- d. Next meeting is **Tuesday (due to the holiday)**, January 22, 2013.

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**Pg.39**

### 6. MISCELLANEOUS

### 7. ADJOURNMENT

**Tukwila City Hall is wheelchair accessible.**

Reasonable accommodations are available at public hearings with advance notice to the City Clerk's Office (206-433-1800 or [TukwilaCityClerk@tukwilawa.gov](mailto:TukwilaCityClerk@tukwilawa.gov)). This notice is available at [www.tukwilawa.gov](http://www.tukwilawa.gov), and in alternate formats with advance notice for those with disabilities.

**Tukwila Metropolitan Park District Board meetings are audio taped.**



**Tukwila Pool  
Metropolitan Park District**

Resolution No.   1  

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
TUKWILA POOL METROPOLITAN PARK DISTRICT PROVIDING  
FOR THE ORGANIZATION OF THE DISTRICT AND OTHER  
MATTERS PROPERLY RELATED THERETO.**

**WHEREAS**, the City Council of the City of Tukwila, Washington, by Resolution No. 1738, asked the voters to create a Metropolitan Park District whose boundaries would be coextensive with the boundaries of the City of Tukwila, including the authority to levy a general tax on property not to exceed 15 cents per thousand dollars of assessed valuation each year as statutorily provided, and providing for the City Council to serve as the Metropolitan Park District Commissioners; and

**WHEREAS**, on August 16, 2011, the voters of Tukwila approved the formation of a Metropolitan Park District as required and approved the City Council's governance of the Metropolitan Park District; and

**WHEREAS**, Chapter 35.61 RCW provides for the authority to create, manage, control, improve, maintain, and acquire parks and recreational facilities by a Metropolitan Park District; and

**WHEREAS**, the City Council of the City of Tukwila is authorized pursuant to RCW 35.61.050 to serve in an ex-officio capacity as the Board of Metropolitan Park Commissioners; and

**WHEREAS**, this City Council, acting in its ex-officio capacity as the Board of Metropolitan Park Commissioners, desires to provide for organizational details of the District and its relationship to the City of Tukwila;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, ACTING IN ITS EX-OFFICIO CAPACITY AS THE BOARD OF COMMISSIONERS OF THE TUKWILA POOL METROPOLITAN PARK DISTRICT, HEREBY RESOLVES AS FOLLOWS:**

**Section 1. Purpose.** This resolution addresses the governance of the Tukwila Pool Metropolitan Park District and the City Council acting in an ex-officio capacity as the Board of Metropolitan Park Commissioners, hereafter referred to as the "Park District Board."

**Section 2. Name.** The name of the Tukwila Pool Metropolitan Park District shall be the Tukwila Metropolitan Park District, hereinafter referred to as the "Park District."

**Section 3. Officers.** The officers of the Park District Board shall be a President and Clerk of the Board, elected from the City Council of the City of Tukwila as required by RCW 35.61.120. An Executive Director shall be appointed by the Park District Board, and serve as an interface between the Board and the City of Tukwila Administration.

**Section 4. Officers – Election.** At the last public meeting of the Park District in every year, the City Council, acting in its ex-officio capacity as the Park District Board, shall appoint the incoming Council President as the President of the Board, and the subsequent incoming Council President as the Clerk of the Board by majority vote of the quorum of the Park District Board in attendance at the meeting.

**Section 5. Officers – Term.** The officers of the Park District Board shall serve until a successor is elected and the failure to elect a successor as provided herein shall not operate as a removal of the existing officers.

**Section 6. Officers – President.**

A. The President shall preside at all meetings of the Board. In the event of the President's absence or inability to preside, the Clerk of the Board shall assume the duties of presiding over the meetings of the Park District Board and such other duties prescribed by the Park District Board.

B. The President shall act as spokesperson for the Park District and shall act as its representative at meetings with other organizations, committees, and other such activities, unless another representative shall otherwise be authorized by the Park District Board. The President may delegate to any Board members the duty of being a spokesperson or representative. The Executive Director shall be the chief executive and administrative officer of the Park District and will serve as an interface between the Board and Administration.

**Section 7. Resolutions.** The business of the Park District shall be conducted by resolution or motion. Resolutions of the Park District Board shall be signed by the President and attested by the Clerk of the Board.

**Section 8. Competitive Bidding.** The Park District Board waives competitive bidding requirements of RCW 39.04.280 if an exemption contained within RCW 39.04.280 applies to the purchase or public work as provided in RCW 35.65.135.

**Section 9. Compensation.** RCW 35.61.150 authorizes the Park District Board to pay compensation to each of its Commissioners. The Park District Board, by this resolution, intentionally declines to provide compensation for the Commissioners.

**Section 10. Treasurer.** RCW 35.61.180 authorizes the City of Tukwila Finance Director to serve as the ex-officio treasurer of the Park District without compensation. The Park District Board hereby designates the Finance Director of the City of Tukwila to serve as the Park District Treasurer upon approval of the designation by the County

Treasurer of the City of Tukwila Finance Director, subject to the requirements of a bond from a surety company operating in the state that is sufficient to protect the Park District from loss.

**Section 11. Fund.** Pursuant to RCW 35.61.210, the Park District Board hereby designates the fund for operations of the Park District as the Tukwila Pool Metropolitan Park District Fund and directs that all tax levies and other funds payable to the Park District shall be deposited to such fund.

**Section 12. Meetings.** All meetings shall be conducted in accordance with the Open Public Meetings Act, Chapter 42.30 RCW. The meetings of the Park District Board shall be held on the second Monday of each month at 6:00 PM at Tukwila City Hall, unless otherwise noticed. If at any time any meeting falls on a holiday, the Commission shall meet on the next business day at the same hour.

**Section 13. Offices.** The offices of the Park District shall be at Tukwila City Hall, 6200 Southcenter Boulevard, Tukwila, Washington 98188.

**Section 14. Powers, Purpose, and Responsibilities.**

A. The Park District Board intends to exercise all powers, functions, rights, and privileges now or hereafter given or granted to a Metropolitan Park District.

B. The Park District Board authorizes the negotiation of an interlocal agreement with the City of Tukwila for the operation and management of the Tukwila Pool funded by the Park District.

**Section 15. Interpretation.** This resolution is not intended to limit the powers granted to a Metropolitan Park District and, therefore, should be literally construed to carry out the intent of any grant of power to the Park District and its exercise provided for herein.

**Section 16. Powers and Duties of the Board.** The Park District Board intends to exercise all powers, functions, rights and/or purposes conveyed and delegated to a Metropolitan Park District pursuant to Chapter 35.61 RCW and other laws of the State of Washington.

**Section 17. Parliamentary Procedure.** Unless otherwise governed by the provisions of the laws of the state of Washington, Robert's Rules of Order shall govern the conduct of all Park District Board meetings.

**Section 18. Minutes of Meetings.** The minutes of the proceedings of the Park District Board shall be recorded and maintained by the Park District Executive Director or designee. The minutes shall reflect who attended the meeting. The minutes shall consist primarily of a record of the action taken. Prior to the adoption of the minutes, copies of the proposed minutes shall be forwarded to all Park District Board members prior to the next regular meeting for their reference and/or correction.

**Section 19. Committees.** The President may from time to time nominate Park District Board members or others to serve on committees. The Park District Board may

President and approved by a quorum of the Park District Board. The Park District Board may recommend people to the President for appointment to any committee.

**Section 20. Severability.** If any provision of this resolution or its application to any person or circumstances is held invalid, the remainder of the resolution or the application of the provision to other persons or circumstances shall not be affected.

**Section 21. Service of Process.** The President or Clerk of the Board shall receive on behalf of the Park District Board all pleadings commencing an action against the Park District. Service on the President or Clerk of the Board shall constitute service on the Park District.

**Section 22. Indemnification.**

A. **General.** The Park District, pursuant to RCW 36.16.138 and Chapter 48.62 RCW, as hereafter amended, shall indemnify any person who was or is an elected or appointed commissioner, officer (including committee members), or employee of the Park District that has been threatened or has been made a party to an action, claim, or other proceeding by a third party.

B. **Scope.** The Park District shall pay the reasonable and necessary expenses that are actually incurred and connected with the defense, settlement, or monetary judgments, including costs, disbursements, and reasonable attorneys' fees arising out of any action, claim, or other proceeding, within the standard of conduct contained in paragraph 22.C. herein and for which notice has been given pursuant to paragraph 22.D. The Park District Board shall be the sole judge of the reasonableness of expenses to be borne by the Park District. Indemnification shall not extend to any claim, action, or other proceeding against the Park District, either for indemnification or for other causes.

C. **Standard of Conduct.** Indemnification shall be limited to any action, claim, or other proceeding threatened, pending, or instituted against any person who was, or is, at the time of the alleged conduct, an elected or appointed commissioner, officer, or employee, and arising out of such person's performance, purported performance, or failure to perform in good faith the duties for, or employment with, the Park District.

D. **Determination of Conduct.** Unless ordered or adjudged by a court of competent jurisdiction, indemnification may be authorized only as follows:

1. To the extent that the person has been successful on the merits, or otherwise in defense, such person shall be indemnified.

2. With respect to any other determination of conduct, by a majority vote of all the commissioners not interested in or party to the action, claim, or other proceeding. In the event a majority vote cannot be obtained because of disqualification of commissioners, then the alternate or alternates of those disqualified shall be permitted to vote.

3. Indemnification shall not be authorized for any claim or action founded upon a statute, law, rule, or regulation punishable by fine, imprisonment, or both or for any claim or action against the Park District.

4. Every commissioner, officer, or employee who seeks or believes he or she may claim indemnification must give notice, in writing, to the President of his or her interest to seek indemnification before incurring any costs, disbursements, or attorneys' fees for which indemnification is sought, and provide a copy of any and all claims, pleadings, reports, or other written statements regarding the allegations.

5. Expenses prior to determination: Expenses actually incurred in defending any action, claim, or other proceeding may be paid as incurred, and prior to final determination of conduct, if the action, claim, or other proceeding makes no assertion that the person named acted outside the scope of his or her employment or authority and that the Park District makes no claim that the person's acts or failure to act were outside the scope of the person's employment or authority.

E. **Interpretation.** This article of the bylaws is intended to exercise the authority contained in RCW 36.16.138 and Chapter 48.62 RCW, and that it be construed in light of such statutes and laws as hereafter amended and interpretive case law. Failure of the Park District to obtain insurance for any claim, action, or other proceeding against the Park District shall not be construed to limit this indemnification.

**Section 23. Amendments.** This resolution, as adopted by the Park District Board, may be revised or amended at any regular meeting of the Park District Board

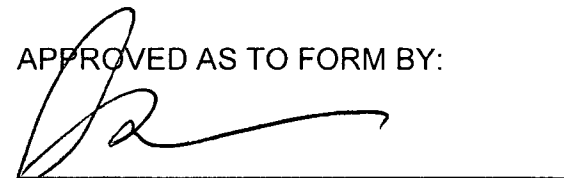
PASSED BY THE BOARD OF COMMISSIONERS OF THE TUKWILA METROPOLITAN PARK DISTRICT at a Regular Meeting thereof this 12<sup>th</sup> day of September, 2011.

ATTEST/AUTHENTICATED:

  
Commission Clerk

  
Alan ELBERG, President,  
Board of Commissioners

APPROVED AS TO FORM BY:

  
Lisa M. Marshall, Commission Attorney

Filed with the Clerk: 9-7-11  
Passed by the Commission: 9-12-11  
Resolution Number: 1





**INFORMATIONAL MEMORANDUM**

TO: Tukwila Pool MPD Board  
FROM: Rachel Turpin, Tukwila Assistant City Attorney  
DATE: December 12, 2012  
RE: Attorney Services for the Metropolitan Park District

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**ISSUE**

The contract for District legal services expires in December and needs to be renewed to allow for services to continue through the end of 2013.

**BACKGROUND**

The proposed contract extends legal services for the Metropolitan Park District through the end of 2013.

**DISCUSSION**

N/A

**RECOMMENDATION**

Authorize the President to enter into a contract for legal services with the Lisa Marshall Law Firm.

**ATTACHMENT**

Professional Services Contract



## PROFESSIONAL SERVICES CONTRACT

This Contract is entered into by and between the Tukwila Pool Metropolitan Park District, hereinafter referred to as "the District," and Lisa M. Marshall and the Law Office of Lisa M. Marshall, LLC, hereinafter referred to as the "Contractor," for the purpose of providing certain legal services to the District.

**WHEREAS**, the District has determined the need to have certain legal services performed for its citizens; and

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

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

1. Scope of Services to be Performed by the 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.

2. Compensation and Method of Payment.

A. Fee. The District shall pay the Contractor for services rendered within ten (10) days after Board voucher approval in the form set forth on Exhibit "B" attached hereto and incorporated herein by this reference. The District shall pay the Contractor at the hourly rate of \$175, plus extraordinary expenses as set forth in Paragraph 2(B), below. The Contractor shall complete and return Exhibit "C" Taxpayer Identification Number, to the District prior to or along with the first billing voucher submittal.

B. Extraordinary Expenses. The District will not be billed for travel time to and from Commission meetings. Extraordinary expenses shall include court filing fees, deposition and other discovery costs. In addition, the Contractor will charge the District fifteen cents per page for photocopying and facsimile, and shall be reimbursed for legal messenger services, computerized research charges, filing fees advanced, and other direct expenses.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing **January 1, 2013** and ending **December 31, 2013**, unless sooner terminated under the provisions hereinafter specified.

4. Ownership and Use of Documents. All documents, drawings, specifications, and other materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the District whether the project for which they are made is executed or not.

5. Independent Contractor. The Contractor and the District agree that the Contractor is independent 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 the Contractor nor any employee of the Contractor shall be entitled to any benefits accorded District employees by virtue of the services provided under this Agreement. The District shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor.

6. Indemnification. The Contractor shall indemnify, defend, and hold harmless the District, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of the Contractor, its agents, servants, officers, or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of the District, its agents, or employees caused or contributed thereto. In the event that the District shall elect to defend itself against any claim or suit arising from such injury, death, or damage, the Contractor shall, in addition to indemnifying and holding the District harmless from any liability, indemnify the District for any and all expenses incurred by the District in defending such claim or suit, including reasonable attorneys' fees.

7. Insurance.

A. The Contractor shall procure and maintain in full force throughout the duration of the Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/aggregate for personal injury and property damage. Said policy shall name the Tukwila Pool Metropolitan Park District as an additional named insured and shall include a provision prohibiting cancellation or reduction in the amount of said policy except upon thirty (30) days prior written notice to the District. Cancellation of the required insurance shall automatically result in termination of this Agreement.

B. In addition to the insurance provided for in Paragraph A above, if applicable, the Contractor shall procure and maintain in full force professional liability insurance for those services delivered pursuant to this Agreement that, either directly through Contractor employees or indirectly through contractual or other arrangements with third parties, involve providing professional services. Such professional liability insurance shall be maintained in an amount not less than \$1,000,000 combined single limit per claim/aggregate. For the purposes of this Paragraph "professional services"

shall include, but not be limited to, the provision of any services provided by any licensed professional.

C. Certificates of coverage as required by Paragraphs A and B above shall be delivered to the District within fifteen (15) days of execution of this Agreement.

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 pursuant to this Agreement. The Contractor shall also maintain such other records as may be deemed necessary by the District to ensure proper accounting of all funds contributed by the District to the performance of this Agreement and compliance with 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 District.

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. The District shall have the right to conduct an audit of the Contractor's financial statement and condition and to a copy of the results of any such audit or other examination performed by or on behalf of the Contractor.

10. Termination. This Agreement may at any time be terminated by the District upon giving the Contractor thirty (30) days written notice of the District's intention to terminate the same. If the Contractor's insurance coverage is canceled for any reason, the District shall have the right to terminate this Agreement immediately.

11. Discrimination Prohibited. The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

12. Assignment and Subcontract. The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the District.

13. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes to the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

14. Notices. Notices to the District shall be sent to the following address:

Tukwila Pool Metropolitan Park District  
c/o City of Tukwila  
6200 Southcenter Blvd.  
Tukwila, WA 98188  
Phone number: 206-433-1800

Notices to the Contractor shall be sent to the following address:

Lisa M. Marshall  
Law Office of Lisa M. Marshall, LLC  
560 237th Avenue SE  
Sammamish, WA 98074-3629  
Phone: 425-679-1537

15. Applicable Law; Venue; Attorneys' 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 exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees, expert witness fees, and costs of suit.

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

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

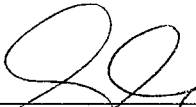
TUKWILA POOL METROPOLITAN  
PARK DISTRICT

LAW OFFICE OF LISA M. MARSHALL,  
LLC

By: \_\_\_\_\_  
Verna Seal, Board President

By: \_\_\_\_\_  
Lisa M. Marshall

Approved As To Form:

  
\_\_\_\_\_  
Shelley Kerslake, Tukwila City Attorney

## EXHIBIT A

### Scope of Services to be Provided by Contractor

The Contractor shall be principally responsible for performing all legal work for the District, except where defense is provided through insurance coverage. The following list of duties is illustrative, but is not necessarily inclusive, of the services to be performed by the Contractor:

1. Review or draft contracts, resolutions, interlocal agreements, and other legal documents as requested by the District;
2. Advise the Commissioners and staff members with regard to legal matters relating to their respective duties for the District;
3. Represent the District in all lawsuits and other contested administrative proceedings commenced by or against the District, except where defense is provided exclusively through insurance coverage;
4. Consult with and advise the Commissioners and staff members in person, by telephone, e-mail, or by written memo on District business; and
5. Attend Commission meetings, staff meetings, or other meetings, as requested by the District.





EXHIBIT B

Tukwila Pool Metropolitan Park District  
Billing Voucher

To: Tukwila Pool Metropolitan Park District  
6200 Southcenter Blvd.  
Tukwila, WA 98188  
206-433-1800

Contractor:  
Mailing Address:  
Specific Program: \_\_\_\_\_  
Contract Period: \_\_\_\_\_ Reporting Period: \_\_\_\_\_  
Amount requested this invoice: \$ \_\_\_\_\_

Invoice Number: \_\_\_\_\_ Date of Invoice: \_\_\_\_\_

\_\_\_\_\_  
Authorized signature

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BUDGET SUMMARY

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Total requested this contract to date	\$ _____
Balance remaining	\$ _____

Note: If applicable, submit a separate voucher for each program which is funded by your  
Tukwila Pool Metropolitan Park District contract.

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*For Department Use Only*

Approved for Payment:

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



EXHIBIT C

Tukwila Pool Metropolitan Park District  
6200 Southcenter Blvd.  
Tukwila, WA 98188  
206-433-1800

TAX IDENTIFICATION NUMBER

In order for you to receive reimbursement from the Tukwila Pool Metropolitan Park District, we must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires us to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the Tukwila Pool Metropolitan Park District before or along with the submittal of the first billing voucher.

Please check the appropriate category:

<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Government	
<input type="checkbox"/> Individual/Proprietor	<input type="checkbox"/> Other (please explain)

TIN#: \_\_\_\_ - \_\_\_\_

SS#: \_\_\_\_ - \_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_



# INFORMATIONAL MEMORANDUM

## Tukwila Metropolitan Park District

TO: Tukwila Pool MPD Board

FROM: Rick Still, Parks and Recreation Director *RS*  
Robert Eaton, Project Coordinator *RE*

DATE: December 17, 2012

SUBJECT: Capital Project Update

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### ISSUE

Construction update for the Pool Capital Project.

### FINANCIAL IMPACT

No financial impact.

### BACKGROUND

The scope of work during November mostly focused on demolition of existing equipment. New equipment, supplies, and parts have been ordered and are beginning to show up on site.

### DISCUSSION

#### **Construction Project Update:**

#### **Construction Project Tour**

December 15<sup>th</sup> Staff hosted a 50% Construction Tour for the Board and the public to see the project progress. This was a great opportunity to see the progress of construction and build anticipation for the Grand Re-Opening in February.

#### **Allotment Items (to be completed by City staff)**

The Bulkhead Renovation/Painting and the Pool Filter Project are both being completed using in-house work by staff.

City resources, contracts and processes are being used to complete the Roof and Parking Lot & Access Improvements projects. Bid Awards have been given for both projects as approved at the December 3<sup>rd</sup> City Council meeting.

- A Pre-Construction meeting was held on Thursday last week for the Roof Project. Work on this project will most likely begin in spring when the weather meets manufacture's requirements.
- The Parking Lot & Access Improvements Project work started last week and demolition has already happened. The coordination of this project with the rest of the work on the inside of the facility is going very smoothly so far. The goal is to have the concrete work completed prior to the Grand Re-Opening. Weather will be a factor on accomplishing this goal during this time. The construction of this project will be less disruptive to our patrons if completed during the closure.

The Locker Room Flooring project prep work begins on December 17<sup>th</sup> and should take about two weeks to complete the entire project. This project has been reassigned to McKinstry, since they have the same subcontractor under contract to perform similar work as part of their scope of work.

### **Project Status**

Demolition – the project is progressing very well. Most all the demolition work has been completed throughout the facility. The transition from demolition to replacement and rebuild work has now begun and can be seen in a couple different areas around the facility. For example, the Locker Rooms have new mounting hardware installed for the toilets and sinks. The benches have been relocated, and the flooring and wall work will begin on the 17<sup>th</sup>. The Tukwila Pool Advisory Committee hosted a 'Painting Party' at the pool over a couple weekends in late November and early December where both the men's and women's locker rooms were painted.

As overall demolition comes to an end a few more unforeseen conditions have been discovered and plans to deal with them are being processed through the project management team. The project scope for these additional items will be detailed, identifying cost savings and increases, aligned with the project CIP List and presented to the MPD Board.

### **RECOMMENDATION**

No recommendation at this time.

# INFORMATIONAL MEMORANDUM

## Tukwila Pool Metropolitan Park District

TO: Tukwila Pool MPD Board

FROM: Rick Still, Parks and Recreation Director 

DATE: December 12, 2012

SUBJECT: Preliminary 2013 Draft Long-Term Agenda

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### ISSUE

A preliminary review of MPD agenda items for 2013.

### FINANCIAL IMPACT

No financial impact at this time.

### BACKGROUND

The first Draft Long-Term Agenda was presented to the MPD Board at their January 9, 2012 meeting. The concept was to understand the work load and decisions that the Board would be dealing with throughout the year. This was initiated to determine how many meetings would be needed, how long the meeting would potentially be and to assist in covering all agenda items desired by the Board or required for operations.

### DISCUSSION

Attachment A was prepared in the new format of the proposed long-term agenda so the MPD Board could review all the items that have been discussed, reviewed and dealt with since September 2011. The Preliminary 2013 and 2014 Long-Term Agendas are attached for your review and discussion in Attachments B and C, respectively.

One will notice that the current agenda items only necessitate quarterly meetings after January, depending upon what new issues the Board wants to consider for 2013. Two items the Board wanted to consider at some point in the future are marketing issues and the MPD's relationship with the Tukwila School District (TSD). The Tukwila Pool Marketing Committee plans to make a presentation to the Board at the March 2013 meeting. There has been no further discussion of developing a formal relationship with the TSD.

### RECOMMENDATION:

Staff recommends approving the Preliminary 2013 Draft Long-Term Agenda.

### ATTACHMENTS:

- A. 2011 to 2012 Long-Term Agenda
- B. Preliminary 2013 Draft Long-Term Agenda
- C. Preliminary 2014 Draft Long-Term Agenda









Tukwila Metropolitan Park District  
Long-Term Agenda  
2013

2013											
January	February	March	April	May	June	July	August	September	October	November	December
1/22/13	2/19/13	3/18/13	4/15/13	5/20/13	6/17/13	7/15/13	8/19/13	9/16/13	10/21/13	11/18/13	12/16/13
Consent Agenda:		Consent Agenda:		Consent Agenda:			Consent Agenda:			Consent Agenda:	
Approval of minutes; and vouchers.		Approval of minutes; and vouchers.		Approval of minutes; and vouchers.			Approval of minutes; and vouchers.			Approval of minutes; and vouchers.	
Capital Project Update		Capital Project Update		Capital Project Update			Preliminary Budget Direction; Programs & Fees Discussion; & Fee Study			Appointment of Officers	
2013 Programs & Fees Review		Capital Project - Close Out		Capital Project - Close Out						Programs & Fees Discussion	
		Support Services Financial Report for 2012 and Review		Policy Review: Rental, programs and budget process.			Quarterly Report - Year End, Program & Financial; Support Services			Public Hearing - 2014 Budget; 2014 Tax Levy 1% Tax Increase	
		Discussion: Pool Operations Scope of Work		Discussion: Marketing Plan						Resolutions: Adopt 2014 Budget; 2014 Tax Levy	
Capital Project Update		Marketing, Logo, tag line, etc.		Community Vision: What is the long term vision for the Tukwila Pool now that the Capital Project is complete?						2013 TPAC Terms Expiration #1 & #2	
Capital Project - TOUR	Re-Grand Opening TBD	2012 Year End Report - Program & Financial		Quarterly Report - Year End, Program & Financial; Support Services						Preliminary Long-Term Agenda	
										Preliminary TPAC Direction	
										Attorney Contract	
										10-1-13 Budget Distribution	
										Budget: 20-year Financial Plan Distribution	
										Support Services Contract	
										Quarterly Report - Year End, Program & Financial;	
										Support Services	

Color KEY
Consent Agenda
Budget Items
Capital Issues
Policy Issues
Support Services
TPAC Issues
Legal Services Issues
Long-term planning Reports







## INFORMATIONAL MEMORANDUM

### Tukwila Pool Metropolitan Park District

TO: Tukwila Pool MPD Board

FROM: Rick Still, Parks and Recreation Director 

DATE: December 12, 2012

SUBJECT: MPD Governance Change

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#### ISSUE

Shall the Board change the MPD governance at some time in the future?

#### FINANCIAL IMPACT

No financial impact at this time.

#### BACKGROUND

August 2011 the residents voted to create the Metropolitan Park District (MPD) and have the City Council serve as the MPD Commissioners. At their first meeting on September 12, 2011, the Board took action to organize the MPD and obtain \$1,100,000 financing to operate until tax levy monies would be received. The Board's focus has been to keep the pool open to the community and to make the necessary capital improvements to the thirty-nine year old pool to be operable for another twenty years.

At the August 20, 2012 MPD meeting, a representative from Sustain the Tukwila Pool (STP) requested that the Board investigate the process of changing the MPD governance structure. At the September 17, 2012 meeting, Tukwila Pool Advisory Committee (TPAC) Chair Bryan Nelson stated the citizens have asked that due diligence be a priority. In his view, these decisions have long-term impacts and taking the necessary time to gain the correct information will install confidence in the process. The Board discussed the issue and requested the Board's attorney provide the basic process for discussion at the October MPD Meeting.

MPD Attorney Lisa Marshall presented the steps necessary to change the governance structure in a memorandum dated October 9, 2012. The Board had several questions at this meeting and there was consensus that the MPD Board should consider the following statement "Shall the Board change the MPD governance at some time in the future, Yes or No?"

#### DISCUSSION

The process for the MPD governance change is a relatively easy process. The Board would need to adopt a resolution to put the item on a November ballot and the residents would need to approve the issue.

There are logistical issues that would need to be finalized prior to initiating this process:

- Costs associated with the election,
- Should there be an advisory vote to determine if the residents want a change the governance,
- Timing of the resolution that allows public participation in the decision process, as well as,
- Timing of the resolution and election to allow potential candidates for the Board of Commissioners to campaign for the positions.

The Board may want to consider the following items when discussing this issue:

Does a “no” vote mean that the Board will never discuss this again? Or does it mean that the Board wants to wait on making this decision until a later time?

Does a “yes” vote mean that the Board will work through the many options and issues associated with the governance change to determine if a change is desired by the MPD Board and residents?

Or does a “yes” vote mean that the Board will move forward with a change in governance as soon as possible?

Consensus was not reached by the Board defining what “at some time in the future” means. The Board may wish to discuss what this phrase means. For example, it could be interpreted that the election happens in 2013, 2014, five years from now once capital and operations are settled or when the loan or bonds are paid off in 2022 or 2028, respectively. A discussion or definition on this issue may be helpful to determine the Board’s desire.

**RECOMMENDATION:**

As recommended by the MPD Attorney, Staff does not consider it appropriate to make a recommendation on the form of governance of the TPMPD, believing that this is a policy issue, it is recommended that – should a change occur – it follow a lengthy process of public input and participation. Additionally, if the District made a decision to hold an election of Commissioners at the 2013 general election, this means that the District would have only between now and May to prepare for the election. Given the current objectives and tasks before the District, this may be too short a time-frame for the amount of preparation such a change would require



# INFORMATIONAL MEMORANDUM

## Tukwila Metropolitan Park District

TO: Tukwila Pool MPD Board

FROM: Rick Still, Parks and Recreation Director 

DATE: December 12, 2012

SUBJECT: Contracted Services

---

### ISSUE

Independent Review of Support Services

### FINANCIAL IMPACT

No financial impact at this time.

### BACKGROUND

When the formation of the MPD occurred in September 2011, the MPD entered into a contract with the City of Tukwila to manage services to maintain and operate the Tukwila Pool. The contract was amended November 21 to extend the contract term to January 15, 2013 and February 23, 2012 to define "Pool staff and management". The current contract is set to expire on January 15, 2013.

At the September 17, 2012 MPD Board meeting, staff provided information regarding the process to obtain an independent review of the contracted support services that are provided for the MPD by the City and a method to find alternate means to provide the services. Board members discussed the necessity of determining 'when' an independent review should be initiated and who should find a consultant and prepare and a RFP. Additionally, the Board discussed who a consultant should report to when completing an independent review so that there isn't a conflict of interest with the City.

Consensus at that meeting was to consider the topic of contracted services and a potential independent review at the December 17, 2012 MPD Board Meeting. Board Members were encouraged to bring their prepared ideas, concepts, and thoughts to present at the meeting in efforts to spark discussion on the topic and get ideas on how this should move forward.

### DISCUSSION

Open dialogue about the different ideas and thoughts present by Board Members and what the next step is.

### RECOMMENDATION

No staff recommendation.

### ATTACHMENT

A. September 12, 2012 Memorandum regarding Outsourced - Contracted Support Services



# INFORMATIONAL MEMORANDUM

## Tukwila Metropolitan Park District

TO: Tukwila Pool MPD Board President

FROM: Rick Still, Parks and Recreation Director 

DATE: September 12, 2012

SUBJECT: Outsourced - Contracted Support Services

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### ISSUE

Independent review of contracted support services for the Metropolitan Park District.

### FINANCIAL IMPACT

No financial impact at this time.

### BACKGROUND

The Tukwila Pool Metropolitan Park District (MPD) entered into a contract with the City of Tukwila (City) upon the formation of the MPD. This memorandum provides a process to obtain an independent review of the contracted support services that are provided for the MPD by the City and a method to find alternate means to provide the services.

### DISCUSSION

There are a few steps that could be taken to determine and to contract the scope of work for an independent review of the contracted support services for the MPD. A consultant scope of work would need to be determined to determine the appropriate type of consultant to perform the contracted support services review. A Request of Qualifications or a Request for Proposals process would need to occur to seek and obtain a qualified consultant that could perform the scope of work. Once the most qualified consultant has been selected, the final scope of work, timeline and fee would be negotiated and then a contract executed by the MPD.

The scope of work that the MPD may consider when seeking a consultant includes:

1. Review the current contracted support services, the level of service provided and ensure that all services being performed are accounted for through the current contract.
2. Determine the support services that are desired to be provided for the MPD to meet current laws and to support the MPD operations.
3. Review other organizations' methods, level of service and associated costs of providing those organizations' support services.
4. Prepare an analytical report that includes recommendations for alternatives that would best fit the MPD's support needs and budget for contracted support services.

### RECOMMENDATION

If it is determined by the MPD Board that an independent review of the contracted support services is desired, the process outlined above would be recommended as the plan of action to obtain the consultant to perform the work effort.



# INFORMATIONAL MEMORANDUM

## Tukwila Metropolitan Park District

TO: Tukwila Pool MPD Board

FROM: Rick Still, Parks and Recreation Director 

DATE: December 12, 2012

SUBJECT: Staff Report

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### ISSUE

Staff update on pool issues.

### FINANCIAL IMPACT

No Financial Impact

### BACKGROUND

This Informational Memorandum is to update the Board on the Capital Improvement Projects, operational issues and future MPD agendas.

### DISCUSSION

#### **Capital Improvement Project Update**

Bid Awards have been given for both City ran "Parking Lot & Access Improvements" and "Roof" projects as approved at the December 3rd City Council meeting. Demolition and grading have begun for the Parking Lot & Access Project and weather permitting, should be completed prior to the re-grand opening in February. A Pre-Construction meeting was held last week for the Roof Project. This project will be finished before May 15, 2013 as it needs to wait for warmer and drier weather to be completed.

For more detailed information regarding the current project please refer to Capital Project Update Memo, item 4B or to the Project Update Page on the website [www.tukwilapool.org](http://www.tukwilapool.org).

As of December 15, 2012 Construction Schedule was at 50%. A tour was held on Saturday, December 15<sup>th</sup> to provide Board Members a chance to see the project at this stage.

#### **Marketing**

The Pool Marketing Team continues to meet to work on projects related to marketing the Pool, as well as planning and marketing the Grand Re-Opening Event. Staff continues to produce and manage the Tukwila Pool Newsletter, Project Update Page and Tukwila MPD Facebook Page.

Marketing efforts have also included the marketing of a December Lifeguard Training Course. Staff is offering and marketing the course in the hopes of training potential new staff members. Staff is also working to market part time job opportunities in an effort to rebuild staffing levels for the Pool re-opening.

**Operations**

During the closure the Tukwila Community Center is opening at 5:30 AM as an early morning workout option for pool users who traditionally use the pool at that time of day. In the six-weeks since beginning this there have been 86 drop-ins by pool patrons utilizing this opportunity as well as 70 additional drop-ins. So far throughout the closure staff has been working on disseminating project update information to the public, planning and soliciting attendance for a Lifeguard Training Class, recruiting lifeguards, and working with the Marketing Committee on the marketing initiatives and planning for the re-opening in February.

**Quarterly Report**

The third quarter showed revenues 33% greater than projected and surpassed revenue for the same period in 2011 by \$10,000. This was due to increased swimming lesson participation namely. Pass sales, rentals and drop-in visits saw modest increases over 2011 too. The Third Quarter Report is attached.

**Summer Swimming Lessons**

As can be seen in the revenues in the 3<sup>rd</sup> Quarter Report, this year was a banner year for swimming lesson registrations, with an all-time record of 1,247 registrations for swimming lessons from June 1 to August 31. That's an unprecedented increase in the number of participants, 22% over 2011. Below is a spreadsheet reflecting this.

**3<sup>rd</sup> Quarter Comparison from 2003 – 2012**

Year	# of Registrants	Revenue	% \$ vs. previous year	% # vs. pervious year
2012	1247	\$57,857.50	22.36%	22.86%
2011	1015	\$47,283.00	5.09%	6.62%
2010	952	\$44,991.00	19.13%	-2.76%
2009	979	\$37,765.00	3.35%	5.95%
2008	924	\$36,542.00	18.68%	14.64%
2007	806	\$30,789.78	-5.03%	-2.07%
2006	823	\$32,420.50	-0.90%	-14.18%
2005	959	\$32,715.00	24.06%	39.39%
2004	688	\$26,370.00	7.19%	1.62%
2003	677	\$24,600.90		

**Tukwila Pool Advisory Committee**

TPAC member Dave Puki, coordinated a 'Painting Party' at the pool over a couple weekends in late November and early December where both the women's and men's locker rooms were painted.

**Future MPD Agendas**

No Short-Term Agenda until Long-Term Agenda for 2013 has been approved.

**ATTACHMENTS**

- A. Quarterly Report – 3<sup>rd</sup> Quarter

Tukwila Metropolitan Parks District  
Tukwila Pool Fee Revenues  
3rd Quarter 2012

Attachment A

Row #	Program Fee Type	Resident		Non Resident		Total		2012 proposed revenue	% of 2012 proposed revenue	2011 actual		
		#	\$	#	\$	#	\$			#	\$	
1	Drop-ins	Adult Drop-in				1,041	\$4,164.00			1041	\$4,164	
2		Youth Drop-in				1,793	\$5,379.00			1821	\$5,463	
3		Sr Drop-in				537	\$1,611.00			474	\$1,422	
4		Adult H2OX Drop-in				24	\$144.00			70	\$420	
5		Sr. H2OX Drop-in				38	\$190.00			43	\$215	
6		Misc. Drop-ins				166	\$332.00			32	\$66	
7	<b>Subtotal Drop-ins</b>					<b>3,599</b>	<b>\$11,820.00</b>	\$10,400	114%	3481	\$11,750	
8	Pass Sales	Youth 1 Month Pass	12	\$336	4	\$140	16	\$476			7	\$196
9		Adult 1 Month Pass	19	\$741	6	\$294	25	\$1,035			10	\$398
10		Sr. 1 Month Pass	7	\$196	3	\$105	10	\$301			16	\$490
11		Youth 3 Month Pass	0	\$0	0	\$0	0	\$0			1	\$66
12		Adult 3 Month Pass	2	\$210	3	\$396	5	\$606			2	\$210
13		Sr. 3 Month Pass	1	\$66	2	\$166	3	\$232			5	\$358
14		Youth 6 Month Pass	0	\$0	0	\$0	0	\$0			0	\$0
15		Adult 6 Month Pass	1	\$187	0	\$0	1	\$187			1	\$206
16		Sr. 6 Month Pass	0	\$0	0	\$0	0	\$0			0	\$0
17		Youth 12 Month Pass	0	\$0	0	\$0	0	\$0			0	\$0
18		Adult 12 Month Pass	1	\$308	0	\$0	1	\$308			1	\$308
19		Sr. 12 Month Pass	5	\$890	2	\$472	7	\$1,362			12	\$2,334
20		Youth 10 Punch Pass	7	\$189	3	\$90	10	\$279			4	\$108
21		Adult 10 Punch Pass	22	\$792	14	\$560	36	\$1,352			25	\$900
22		Senior 10 Punch Pass	9	\$243	19	\$570	28	\$813			25	\$675
23		Youth 20 Punch Card	1	\$54	0	\$0	1	\$54			0	\$0
24		Adult 20 Punch Card	5	\$360	8	\$640	13	\$1,000			5	\$288
25		Senior 20 Punch Pass	2	\$108	8	\$480	10	\$588			12	\$918
26		Adult H2OX 10 visit	2	\$104	4	\$220	6	\$324			4	\$208
27		Sr. H2OX 10 visit	1	\$42	1	\$44	2	\$86			12	\$504
28	Adult H2OX 20 visit	0	\$0	0	\$0	0	\$0			1	\$104	
29	Sr. H2OX 20 visit	0	\$0	1	\$88	1	\$88			0	\$0	
30	<b>Subtotal Pass Sales</b>		<b>97</b>	<b>\$4,826</b>	<b>78</b>	<b>\$4,265</b>	<b>175</b>	<b>\$9,091</b>	\$8,200	111%	143	\$8,271
31	All Pass Scans		1,402		1,982		3,384				3419	
32	Lessons	Swim Lessons	5,321	\$29,268	3,707	\$24,096	9,028	\$53,363			7,872	\$44,986
33		Private Lessons	16	\$400	0	\$0	16	\$400			10	\$250
34		Semi Private Lessons	1	\$30	8	\$280	9	\$310			17	\$510
35	<b>Subtotal Lessons</b>		<b>5,338</b>	<b>\$29,698</b>	<b>3,715</b>	<b>\$24,376</b>	<b>9,053</b>	<b>\$54,073</b>	\$36,200	149%	7899	\$45,746
36	<b>Total Programs</b>		Drop-ins, Pass Sales & Lessons				<b>16,036</b>	<b>\$74,984.00</b>	\$54,800	137%	11,523	\$65,767
37	Rentals	One Time Rentals	4	\$625	10	\$1,670	475	\$2,295			385	\$1,225
38		Rentals -Special Int. Grps	1	\$12	15	\$5,940	2,095	\$5,952			4727	\$6,160
40		Lockers					1,189	\$297			718	\$246
41	<b>Subtotal Rentals</b>		<b>4</b>	<b>\$637</b>	<b>10</b>	<b>\$7,610</b>	<b>14</b>	<b>\$8,247</b>	\$7,900	104%	<b>5,830</b>	<b>\$7,630</b>
42	Other	Vending					\$698	\$300.00	0.48%		\$0	
43		Donations					\$4.00	\$0.00	0.00%		\$30	
44		Merchandise					\$1,027.64	\$0.00	0.00%		\$0	
	<b>Subtotal Other</b>						<b>\$702</b>	\$100	702%		\$30	
45	Estimated Visits					18,606				17,053		
46	<b>Total Revenue Earned</b>					<b>\$83,932.88</b>	\$63,000	133%		<b>\$73,427.25</b>		
47	2012 Revenue Goal									YTD		
48	\$157,570.00					1st Quarter	2nd Quarter	3rd Quarter		\$190,741.09		
49						YTD @ end of Q	YTD @ end of Q	YTD @ end of Q		% of goal		
50						\$42,271.40	\$106,808.21	\$190,741.09		121.05%		

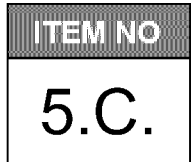
**TUKWILA POOL MPD**  
**Revenues, Expenditures and Fund Balance**  
**January 1, 2012 to September 30, 2012**

Percent of year expired 75.00%

	BUDGET	Q1 TOTAL	Q2 TOTAL	JUL	ACTUALS AUG	SEP	Q3 TOTAL	YTD TOTAL	% of BUDGET
<b>REVENUE</b>									
PROGRAMS	\$ 128,570	33,128	56,954	30,811	28,826	\$ 12,751	72,388	162,469	126.4%
RENTALS	29,000	12,134	7,915	4,554	369	5,467	10,390	30,438	105.0%
SALE OF MERCHANDISE	-	336	739	226	196	277	698	1,773	0.0%
DONATIONS	-	21	144	-	4	-	4	168	0.0%
OPERATING LOAN	870,640	-	225,000	-	-	683,706	683,706	908,706	104.4%
<b>TOTAL REVENUE</b>	<b>1,028,210</b>	<b>45,617</b>	<b>290,751</b>	<b>35,590</b>	<b>29,395</b>	<b>702,201</b>	<b>767,186</b>	<b>1,103,554</b>	<b>107.3%</b>
<b>EXPENDITURES</b>									
<b>ADMINISTRATION/OVERHEAD</b>									
45 GROUND LEASE	10,950	-	-	-	-	-	-	-	0.0%
51 INTERLOCAL CITY FEES	90,000	22,500	22,500	7,500	7,500	7,500	22,500	67,500	75.0%
41 LEGAL FEES	5,000	1,371	1,247	630	-	1,050	1,680	4,298	86.0%
46 INSURANCE	5,000	8,672	-	-	-	-	-	8,672	173.4%
<b>TOTAL ADMINISTRATION</b>	<b>110,950</b>	<b>32,543</b>	<b>23,747</b>	<b>8,130</b>	<b>7,500</b>	<b>8,550</b>	<b>24,180</b>	<b>80,470</b>	<b>72.5%</b>
<b>CAPITAL &amp; DEBT SERVICE</b>									
CIP LIFE-CYCLE REPLACMENT	250,000	-	-	-	-	-	-	-	0.0%
CIP RESERVE	30,000	-	-	-	-	-	-	-	0.0%
<b>TOTAL CAPITAL &amp; DEBT SERVICE</b>	<b>280,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>
<b>OPERATIONS</b>									
11 SALARIES	133,068	33,495	33,745	11,384	11,384	11,384	34,152	101,392	76.2%
12 EXTRA LABOR	113,000	26,982	34,788	15,819	16,597	8,619	41,035	102,805	91.0%
13 OVERTIME	500	-	51	17	-	-	17	68	13.7%
<b>SALARIES &amp; WAGES</b>	<b>246,568</b>	<b>60,477</b>	<b>68,584</b>	<b>27,220</b>	<b>27,981</b>	<b>20,003</b>	<b>75,204</b>	<b>204,265</b>	<b>82.8%</b>
21 FICA	19,436	4,604	5,224	2,075	2,133	1,523	5,730	15,558	80.0%
23 PERS	13,638	2,810	3,096	1,007	921	1,065	2,993	8,899	65.3%
24 INDUSTRIAL INSURANCE	11,782	2,804	3,511	1,535	1,613	948	4,095	10,410	88.4%
25 LIFE, OPTICAL	6,458	304	310	112	97	104	313	927	14.4%
25 MEDICAL, DENTAL, LIFE, OPTICAL	27,493	7,735	7,735	2,578	2,578	2,578	7,735	23,204	84.4%
<b>PERSONNEL BENEFITS</b>	<b>78,807</b>	<b>18,256</b>	<b>19,876</b>	<b>7,306</b>	<b>7,341</b>	<b>6,218</b>	<b>20,866</b>	<b>58,998</b>	<b>74.9%</b>
31 OFFICE & OPERATING SUPPLIES	9,360	2,291	1,656	1,661	11	967	2,640	6,587	70.4%
31 CHEMICALS	5,200	682	1,550	554	-	2,023	2,577	4,809	92.5%
31 CENTRAL SUPPLIES	487	-	187	-	-	-	-	187	38.5%
<b>SUPPLIES</b>	<b>15,047</b>	<b>2,973</b>	<b>3,394</b>	<b>2,215</b>	<b>11</b>	<b>2,990</b>	<b>5,217</b>	<b>11,583</b>	<b>77.0%</b>
41 PROFESSIONAL SERVICES	300	-	-	-	-	-	-	-	0.0%
42 COMMUNICATION	4,000	554	540	112	-	429	541	1,635	40.9%
43 TRAVEL	400	-	-	-	-	-	-	-	0.0%
44 ADVERTISING	400	-	-	-	-	-	-	-	0.0%
45 OPERATING RENTALS & LEASES	500	-	-	-	-	-	-	-	0.0%
47 PUBLIC UTILITY SERVICES	128,000	23,566	24,356	8,138	9,807	10,221	28,166	76,088	59.4%
48 REPAIRS & MAINTENANCE	25,000	4,284	6,466	-	1,846	1,918	3,764	14,514	58.1%
49 MISCELLANEOUS	2,224	1,891	1,526	267	-	855	1,123	4,540	204.1%
49 CREDIT CARD FEES	1,900	738	1,296	651	705	320	1,677	3,710	195.3%
53 CREDIT CARD FEES	-	-	225	-	-	-	-	225	0.0%
<b>OTHER SERVICES &amp; CHARGES</b>	<b>162,724</b>	<b>31,032</b>	<b>34,409</b>	<b>9,168</b>	<b>12,359</b>	<b>13,744</b>	<b>35,271</b>	<b>100,712</b>	<b>61.9%</b>
<b>TOTAL OPERATIONS</b>	<b>503,146</b>	<b>112,737</b>	<b>126,263</b>	<b>45,910</b>	<b>47,692</b>	<b>42,956</b>	<b>136,558</b>	<b>375,559</b>	<b>74.8%</b>
<b>TOTAL EXPENDITURES</b>	<b>894,096</b>	<b>145,280</b>	<b>150,010</b>	<b>54,040</b>	<b>55,192</b>	<b>51,506</b>	<b>160,738</b>	<b>456,028</b>	<b>51.0%</b>
CHANGE IN FUND BALANCE	\$ 134,114	\$ (99,663)	\$ 140,741	(18,450)	(25,797)	\$ 650,695	\$ 606,448	\$ 647,526	482.8%
BEGINNING FUND BALANCE		59,264	(40,399)	100,342	81,892	56,095	100,342	59,264	0.0%
<b>ENDING FUND BALANCE</b>	<b>\$ 134,114</b>	<b>\$ (40,399)</b>	<b>\$ 100,342</b>	<b>81,892</b>	<b>56,095</b>	<b>\$ 706,790</b>	<b>\$ 706,790</b>	<b>\$ 706,790</b>	<b>527.0%</b>



TUKWILA METROPOLITAN PARK DISTRICT  
Tukwila Pool Advisory Committee



MINUTES

Tukwila Community Center  
Wednesday, November 7, 2012 7:00 AM

**Attendance**

Committee: Bryan Nelson, Jeri Frangello-Anderson, David Puki, Vida Verdier, Vanessa Zaputil  
Staff: Robert Eaton, Stephanie Gardner, Amy Kindell, Malcolm Neely, Rick Still  
Board Member: Verna Seal

**Call to Order:** Bryan Nelson called the meeting to order at 7:00 AM.

**Approval of Minutes:** Committee Members reviewed the minutes from the October 3, 2012 meeting and made amendments. Vida Verdier made a motion to approve the minutes as amended. Jeri Frangello-Anderson seconded the motion.

**Business Items**

1. TPAC meetings: how do we balance compliance with RCW and efficiency/effectiveness in planning additional meeting times? –  
Rick Still passed out a packet (Attachment A) to the committee including a memo summarizing the rules regarding TPAC meetings and a copy of the Revised Code of Washington (RCW) regarding the Open Public Meeting Act (OPMA).

7:03 AM David Puki entered the meeting.

Committee members discussed and asked clarifying questions of staff regarding the appropriate location of meetings, specifically RCW 42.30.080. The committee was referred to the packet that had been provided to them and informed that all meetings held by TPAC need to be noticed and open to the public. David Puki shared that in his experience public meetings are held at locations that are generally accepted to be public like community centers, company or organization meeting rooms or locations like Starbucks to eliminate the appearance of favoritism. Board President Seal expressed agreement that meetings should be held at locations generally accepted to be public and not at private residences. Vanessa Zaputil requested further clarification from the attorney on this matter.

Vanessa Zaputil requested the MPD attorney provide the step by step procedure used for noticing public meetings according to RCW 43.30.080.

Committee members asked clarifying questions of staff regarding the use of e-mail for communication regarding TPAC. Board President Seal explained that the committee must be careful not to conduct TPAC business via e-mail. If information must be shared via e-mail every member of TPAC should be included in the e-mail. Vanessa Zaputil requested further clarification from the attorney on this matter.

## TUKWILA METROPOLITAN PARK DISTRICT Tukwila Pool Advisory Committee

Board Member Seal reminded the committee that they must be careful to abide by the OPMA at all times, including at Sustain Tukwila Pool (STP) meetings. A quorum of TPAC members at STP meetings would be a violation of the OPMA.

Vanessa Zaputil asked clarifying questions regarding holding executive sessions (RCW 42.30.110). Rick Still and Board President Seal explained that the committee is an advisory committee and not a governing body; as such TPAC has no authority to hold an executive session.

2. Request for approved TPAC minutes to be in a folder on the MPD site, separate from the MPD Agenda packet for ease of access –  
Vanessa Zaputil requested for ease of access that TPAC minutes be posted directly on the MPD website. Following up to previous questions regarding TPAC minutes, Stephanie Gardner shared that it is not practice to post draft minutes and as such draft minutes would not be posted in the records center. However, a folder would be created in the records center specifically for approved TPAC minutes. It was agreed that location would be accessible from the MPD website.
3. Pre-Construction/Development Status/Projected Construction Timeline/Marketing: Update only. No recommendation from TPAC expected. –  
Robert Eaton shared that the project has begun with the pool being drained on Monday and crews beginning demo. He also shared that preparations are underway for the December 15<sup>th</sup> tour of the construction. The committee verified that the tour would be open to the public. Robert Eaton responded in the affirmative. Rick Still shared that the additional projects such as the updated entry way have gone out to bid. Vanessa Zaputil wanted to ensure the CIP projects subcontracted to the City having plans, drawings and documents be transferred to the MPD. Rick Still responded that all documents would be transferred as a normal course of business.

7:23 AM David Puki exited the meeting.

7:28 AM David Puki returned to the meeting.

Amy Kindell shared with the committee that the Pooch Plunge went well as pooches and owners had a great time. The project update page is up and running with photos from the Pooch Plunge and will be updated regularly. The first edition of the Tukwila Pool Newsletter went out last Friday. The first Balance and Flexibility class held at Lindburg Pool during the closure went well on the first day. Vanessa Zaputil inquired if TPAC could vet future MPD newsletters. Rick Still responded that would not be possible.

Kay Mulliner, Tukwila Citizen, shared with the committee that 6 seniors took part in the balance class Tuesday and she really enjoyed being able to take part in the class during the closure. She also expressed that she hoped that the MPD Board minutes would reflect that there are alternative swim options at Lindberg pool during the closure at Tukwila Pool.

4. Review preliminary budget and provide recommendation to the MPD Board if possible (Additional meeting may be required). –  
The committee asked clarifying questions of staff regarding specific aspects of the proposed budget and staff responded to questions.

## TUKWILA METROPOLITAN PARK DISTRICT Tukwila Pool Advisory Committee

Bryan Nelson inquired as to the use of the \$250,000 listed as Other Lifecycle Replacements in 2012.

Bryan Nelson asked if staff salaries and benefits are covered under the inter-local agreement. Rick Still responded in the affirmative.

Vanessa Zaputil inquired regarding updated benefit costs and Rick Still shared that the figures in the memo are correct.

Vanessa Zaputil asked about the expected rental attendance trends; if they included spectators as well as the decrease in numbers after 2009 and the higher estimated numbers for 2013. Staff responded the numbers do include spectators. Staff believes the change was due to two things; a change in the way the program used for rentals totals attendance from 2009 to 2010 and increased programming has decreased the availability of pool time for rental.

Bryan Nelson inquired about the projection for pass visits in 2013. Amy Kindell responded that numbers were down in 2011 due to the fact that people were hesitant to purchase passes due to the potential closure if the ballot measure did not pass. Once the measure passed some didn't purchase a pass again in 2012. In 2012, pass sales will be less due to 2 months of the year being involved in the renovations closure. 2013 is expected to have greater pass visits compared with 2012 due to increased marketing efforts and the facility being open for 11 months.

Bryan Nelson questioned why the insurance for 2013 would be greater than previously listed. Rick Still explained that some of the insurance had been pre-paid before the MPD was formed and now the MPD needs to cover all of the insurance costs.

Vanessa Zaputil inquired if the year end projections listed in the budget are still relevant. Rick Still responded in the affirmative.

Rick Still also responded to a question from the committee regarding any other potential efficiency in the budget in addition to energy savings after renovations. He shared that additional efficiencies result from better than expected revenues, and savings in part time staffing costs. Committee members asked how additional revenues are expected to be achieved. Amy Kindell explained that the goals listed in the proposed budget document, such as developing an after school swim program, are expected to increase revenues.

Bryan Nelson and Vanessa Zaputil then inquired as to the reason for one percent annual revenue increase shown in the proposed budget and Rick Still shared that the one percent is a conservative estimate that results in a simple formula to project out revenues. Vanessa Zaputil asked staff if swimming lessons generated more revenue than other programs. Staff responded that programs are intertwined. While lessons generate significant revenue, they also feed into other programs.

Vanessa Zaputil asked how the scholarship funds would be accounted for. Rick Still and Verna Seal explained that those funds would be provided by private donors and not be a budgeted expense.

## TUKWILA METROPOLITAN PARK DISTRICT Tukwila Pool Advisory Committee

7:50 AM Robert Eaton exited the meeting.

Bryan Nelson inquired as to the reasoning for the change in total operations costs from 2012 to the projected numbers for 2013. Rick Still explained that you can find the reasons for the change by looking in the budget document at the sub categories.

The committee forwarded this item to their next meeting.

8:03 AM Bryan Nelson exited the meeting.

5. Review proposed fee increase and provide recommendation to MPD Board if possible (further discussion at future meeting may be required).-  
The committee continued their discussion of the matter from last meeting. Vanessa Zaputil asked for information about projected increases in revenue as a result of changes in rental fees. Amy Kindell distributed to the group a copy of the current fees compared with the proposed fees. Amy Kindell clarified that the only proposed rental fee change was an increase in the resident lane rental fee to match other lane rental fees. Information was not specifically provided because any increase in revenue from this fee change would be negligible due to the fact that the fee is rarely applicable. Tukwila residents do participate in groups that rent lane space but organizations based in Tukwila with a mailing address in Tukwila very rarely rent lane space.

Amy Kindell distributed the document from the October 3, 2012 meeting comparing 2011 pass sales and projected revenues in 2013 with the proposed pass rates. Vanessa Zaputil expressed that 50 percent of the proposed increase would be borne by seniors. Staff clarified that senior passes were not proposed to be a 50 percent greater cost than other pass rates. Seniors purchase more passes than other groups and when a group purchases more passes their purchases account for a greater percentage of the total revenue earned from pass sales.

Kay Mulliner shared that the proposed rates are still much lower than other options such as the YMCA. She then shared that people don't just pay for the use of the pool when they purchase a pass at Tukwila Pool, they buy into the community and people are willing to pay just a little bit more because of the community at Tukwila Pool. She also shared that many people travel 10-15 miles to participate in the community at Tukwila Pool.

The committee briefly continued discussing the matter before forwarding a decision to the Special Meeting Saturday, November 10, 2012.

6. Review preliminary list of outreach that will be done during the closure for the Community meeting that includes MPD, TPAC, STP and greater pool community (post grand re-opening) – Not discussed

**Citizen Comments:** None

**Staff Reports:**

## TUKWILA METROPOLITAN PARK DISTRICT Tukwila Pool Advisory Committee

**Other:** Board President Verna Seal passed out to the committee 2 letters received by the Board from citizens regarding the upcoming discussion by the Board regarding change in governance. She clarified that the Board will be voting Yes or No on the question 'Is the Board interested in ever changing governance?' Board President Seal also explained the vote by the Board on whether to pursue a change in governance will be postponed until the December board meeting. At the December board meeting the next Board President will also be elected.

**Adjournment:** Vida Verdier made a motion to adjourn the meeting. David Puki seconded the motion. The meeting was adjourned at 8:19 AM.

**Next Meeting:** Saturday, November 10, 2012 8:00 AM, Tukwila Community Center

Minutes by ANK



# **INFORMATIONAL MEMORANDUM**

## **Tukwila Metropolitan Park District**

**TO:** Tukwila Pool MPD Board President

**FROM:** Bryan Nelson, Tukwila Pool Advisory Committee Chairman

**DATE:** December 13, 2012

**SUBJECT:** Follow up recommendation on fee increases in 2013

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### **ISSUE**

The Tukwila Pool Advisory Committee is following up on recommendations to the MPD Board relating to fee increases in 2013.

### **FINANCIAL IMPACT**

N/A

### **BACKGROUND**

Tukwila Pool Advisory Committee met December 5, 2012 and discussed the following matters –

- 1) TPAC met to further articulate our reasoning for the recommendation on the Fee Increase we provided for the last MPD meeting. This is detailed below.
- 2) We will review/update our work plan based on the 2013 MPD Work plan/Schedule
- 3) At the top of our list for next year is getting to work on the Scholarship Program. We hope to have at least a draft proposal for the next MPD meeting in Jan.

### **DISCUSSION**

Based on direction from the MPD Board, one of the main objectives taken into consideration for any fee increases is setting a regular rhythm for future fee increases (proactively vs. reactively).

With this in mind, we examined the best timing for an increase since last year's increase for Non-residents, and believe it should be tied in with the re-opening following the renovations. We believe that people understand/expect an increase in fees when a facility has undergone a major overhaul such as ours is now.

Ideally, the fee increase would be effective when the pool reopens, but since that is not an option in this case since the rates have already been published for that time, we believe the next best option is to do it as soon as possible after the re-opening, which would be within 60 days.

This 60 day window can be marketed as maintaining the rates being frozen before they go up to help entice people back to the pool.

We also noted that even with the increases, we are still substantially lower than the analysis/comparison with surrounding pools pass fees, and we should market that. In addition, we should consider offering an intro package or free 3 day pass similar to other pools like the YMCA.

Finally, members of TPAC did some informal polling with regular pass holders (both resident and non-residents) to see if any felt raising pass rates would be an burden and no-one responded that it would. By in large, they understand our rates are already low, and expect rates to go up at some point, especially after a major renovation.

**ATTACHMENTS**