

TUKWILA POOL METROPOLITAN PARK DISTRICT

Regular Meeting of the Board of Commissioners

President of the Board: **Vanessa Zaputil**

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

Board Members: **Ellen Gengler, Christine Neuffer, Charles Tyson**

Date and Time: **Monday, December 12, 2016, 6:00 PM**

Resolution Number: **2016-11**

Location: **Valley View Sewer District Conference Room at 3460 S 148th St. Tukwila, WA 98168**

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE/ROLL CALL		
2. APPROVE AGENDA		
3. CITIZEN COMMENTS <i>(Limited to 4 minutes)</i>		
4. CONSENT AGENDA	a) Approve Minutes Tukwila Pool Metropolitan Park District (TPMPD) Board of Commissioners (BOC) Regular Meeting November 14, 2016.	Page 3
	b) Approve Vouchers	Page 17
5. REPORTS	a) Commissioners	Page 25
	b) Executive Director	Page 31
	c) Pool Operations	Page 37
	d) Financial	Page 55
	e) Tukwila Pool Advisory Committee (TPAC)	Page 55
6. BUSINESS ITEMS	a) TPAC Re-Appointments	Page 57
	b) Ad-Hoc Committees	Page 59
	c) BOC Meeting Schedule	Page 61
	d) Background Check Policy (revised)	Page 67
	e) BOC Officer Selection	Page 75
	f) 2017 Revised Wage Schedule	Page 77
	g) 2012 Budget Resolution	Page 83
	h) Contract Renewals	Page 99
MISCELLANEOUS		
7. EXECUTIVE SESSION		
The TPMPD Board of Commissioners may recess into Executive Session per RCW 42.30.110		
8. ADJOURNMENT		



TUKWILA POOL METROPOLITAN PARK DISTRICT

Mission, Vision & Values

TPMPD Mission Statement:

To provide a welcoming public aquatics facility managed in a fiscally-responsible manner with a focus on safety. We carry out this mission with a Board and staff who are compassionate, inclusive and responsive to the needs of our diverse community, working to foster positive and life-long experiences with aquatic environments.

TPMPD Vision Statement:

Contributing to the quality of life for our community, and for future generations, through welcoming, fun, safe and positive aquatic experiences at the Tukwila Pool.

TPMPD Core Values:

We Value...

- ...a safe, inclusive, caring public resource that is integrated into the fabric of our community
- ...educating all ages of our community in the lifelong skills of swimming and water safety
- ...integrity and maintaining the highest ethical standards by communicating honestly and transparently
- ...treating everyone with respect and embracing diverse opinions
- ...conducting our business and maintaining our facility in a fiscally-responsible manner that ensures the community can depend on aquatics as an available resource for generations to come
- ...creative, affordable and fun programming that is responsive to the community's needs and contributes to the overall health and wellness of the community
- ...a spirit of collaboration and innovation when working with others to enhance services available for our community members
- ...our amazing volunteers!
- ...citizens of Tukwila whose support allows every resident and staff member to feel a sense of ownership of the pool

TUKWILA POOL METROPOLITAN PARK DISTRICT

November 14, 2016

6:00 p.m.

Valley View Sewer District Conference Room

BOARD OF COMMISSIONERS REGULAR MEETING MINUTES

CALL TO ORDER

President of the Board: Vanessa Zaputil called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

TUKWILA METROPOLITAN PARK DISTRICT COMMISSIONERS

Present were Commissioners Gengler, Frangello-Anderson, Neuffer, Tyson and Zaputil.

TUKWILA METROPOLITAN PARK DISTRICT REPRESENTATIVES

Jennafer Price Cargill, Executive Director; Dave Perkins, Aquatics Manager and Rob Davis, Assistant Aquatics Manager.

AGENDA APPROVAL

**MOVED BY COMMISSIONER GENGLER TO APPROVE THE AGENDA,
SECONDED BY COMMISSIONER NEUFFER. MOTION CARRIED (5-0).**

CITIZEN COMMENTS

Aaron Shipman, 4623 S. 146th St., Tukwila, WA, 98168 commented on the cost of WSI Certification and offered ideas that would incur less expense. Mr. Shipman also commented on having a Reader Board and the benefits of installing a television in the lobby.

PUBLIC HEARING ON THE 2017 TAX LEVY

President Zaputil opened the floor for Public Comment at 6:08 p.m. There were no comments and the hearing was closed at 6:09 p.m.

PUBLIC HEARING ON THE 2017 BUDGET

President Zaputil opened the floor for Public Comment at 6:09 p.m. There were no comments and the hearing was closed at 6:09 p.m.

CONSENT AGENDA

**MOVED BY COMMISSIONER GENGLER TO APPROVE THE MINUTES FOR THE
SPECIAL MEETING HELD JANUARY 28, 2016 AS PRESENTED, SECONDED BY**

COMMISSIONER FRANGELLO-ANDERSON. MOTION CARRIED (4-0) WITH COMMISSIONER TYSON ABSTAINING.

MOVED BY COMMISSIONER GENGLER TO APPROVE THE MINUTES FOR THE REGULAR MEETING HELD OCTOBER 10, 2016 AS PRESENTED, SECONDED BY COMMISSIONER NEUFFER.

COMMISSIONER NEUFFER MOTIONED TO AMEND THE LAST PARAGRAPH OF PAGE FIVE TO READ “COMMISSIONER NEUFFER SUGGESTED HAVING A TPMPD REPRESENTATIVE SPEAK TO SCHOOL BOARD MEMBERS”. SECONDED BY COMMISSIONER TYSON. MOTION CARRIED (5-0).

MOTION TO APPROVE THE AMENDED MINUTES FOR THE REGULAR MEETING HELD OCTOBER 10, 2016 CARRIED (5-0).

MOVED BY COMMISSIONER GENGLER TO APPROVE THE VOUCHERS AS PRESENTED, SECONDED BY COMMISSIONER FRANGELLO-ANDERSON. MOTION CARRIED (5-0).

REPORTS

(a) Commissioners

Commissioner Frangello-Anderson reported that a Marketing meeting had been held approximately 1½ weeks ago. Turkey Races will be held on Saturday from 1-3 p.m. and marketing has been very good.

Commissioner Neuffer gave a brief report on the Program Committee. At the October 28, 2016 meeting the members discussed rates and the different metrics needed to provide a complete program analysis. The insert for the City’s recreation guide insert was finalized on November 10, 2016. The next meeting will be November 16, 2016 continuing discussions on metrics and program development.

President Zaputil attended two Finance Committee meetings. The Pumpkin event saw a 50% increase in participation over 2015. The Foster Girls Swim Meets were successful.

(b) Executive Director

Ms. Price Cargill reported that Mr. Dave Perkins, Aquatics Manager, had submitted a resignation. The position has been posted on Indeed, the Washington Recreation & Parks Association (WRPA) and National (NRPA) sites and the Tukwila Pool site. The position was also posted on sites for the Association of Pool and Spa Professionals, the NCAA, the National Junior

College Athletics Association, the U.S. Collegiate Athletic Association and others. Other suggestions would be considered. Two applications have been received since November 9, 2016 and the various sites have initially posted on different days. Craig's List had not been considered due to the specific experience needed and low potential for a return on the investment.

Commissioner Gengler stated support for posting the job on Craigslist as the assistant aquatics director had been hired from this source. The rest of the Commissioners concurred and suggested the category and keywords in the title for a search be carefully considered. There is a charge for each category posted under.

The Scholarship Fund has been depleted more quickly than anticipated. The policy calls for 25% of funds to be spent within the first four months of a year, 50% during the next four months of the year, and the final 25% during the remainder of the year.

Input was requested about how the scholarship should be approached philosophically, as far as if the goal should be to supply all need or if a cap should be placed on incoming funds distributed as equitably as possible. There had never been a need for a control in the past.

Commissioner Gengler shared her perspective as a member of the Finance Committee, that unless revenue increased a cap was the only alternative.

President Zaputil explained that TPMPD has a policy that clearly delineates that there is a fund and how it would be applied, and this may need to be re-addressed. Staff is to manage the fund and the fund is first come, first served with the remainder at the discretion of staff. Controls are in the policy for the management of the funds.

Ms. Price Cargill explained that there seemed to be a larger need at the end of the year than anticipated and the percentage of funds and timing of distributions could be part of the discussion.

Commissioner Gengler stated that the scholarship had been in place for years and wondered how new applicants had found it this year. Ms. Price Cargill explained that everyone had done a great job of publicizing the scholarship, but need appears to be higher than the amount of funds allocated. Commissioner Gengler wondered if the policy had been followed correctly and this may need to be revisited. Ms. Price Cargill explained that the policy does grant discretion to staff.

President Zaputil stated that there was a financial and a policy piece to address and these both should be revisited.

Mr. Shipman suggested that customers who were receiving scholarships might be willing to pay for lessons at some point.

Ms. Price Cargill took a moment to circle back to the idea of a television in the lobby. She explained that she and Mr. Perkins had discussed having a marketing television installed for uses similar to the suggestions by Mr. Shipman earlier in the meeting. Comments from staff around being able to watch television at work had tempered her enthusiasm for the idea however.

Commissioner Gengler asked for an update regarding the status of men's locker doors. Mr. Perkins replied that he had ordered them and they are being shipped. More than half of doors in men's locker room need replacing, and this will continue to be a problem as keys break in the lock mechanisms. Commissioner Tyson asked if the doors could be retrofitted or ordered in the future with a different mechanism such as for padlocks, and Mr. Perkins replied in the affirmative and that a bolt cutter could be available to assist lost key situations.

(c) Aquatics Manager

Mr. Perkins introduced Rob Davis, Assistant Aquatics Manager, who had been a Lesson Coordinator at the YMCA and is scheduled Monday through Friday evenings for consistency.

Commissioner Gengler asked about a dollar figure shown for October Swim Instruction. Ms. Price Cargill explained the October 2016 figure was just funds collected and did not include scholarships. Commissioner Gengler asked if it would be possible to add scholarships to the report, and Mr. Perkins confirmed it could. Ms. Price Cargill stated that scholarship information might not be available for the previous year.

Commissioner Gengler commented that reports might be created with to include more monthly figures for comparison. Mr. Perkins agreed and replied that this could be manipulated.

Commissioner Tyson asked about differences in facility rental numbers when comparing 2015 to 2016. Mr. Perkins replied that Short Term and Long Term Rentals had been improperly coded in 2015. Reporting is accurate now going forward.

Commissioner Gengler asked about a possible discrepancy in the Special Events figure. Ms. Price Cargill explained that tax is not added and the formula is correct.

(d) Financial

Ms. Price Cargill reported that in Budget vs. Actuals, a fraudulent \$1,000 charge from Hawaii resulted in an entry under Other Expenses. The charge was reversed by the Credit Card Company immediately, but the amount has not gone through the accounting process yet. The amount should be gone in the November report

Commissioner Tyson asked why the pool doesn't collect for rentals in advance. Ms. Price Cargill replied that rentals for regular customers are paid for after use. Mr. Perkins added that long term customers, such as Kennedy High School, are not charged in advance for use due to various factors such as potential unscheduled closures, but monthly billing could be set up if the Commission desired. Birthday party rentals are the exception with payment in advance. President Zaputil explained that there is a general financial policy in place. Commissioner Tyson asked that the long term and short term rental policies, as well as the collection policy, be examined.

Commissioner Frangello-Anderson asked if lifeguards were over budget and Ms. Price Cargill replied yes, but that the year will be ending under budget in other areas. Commissioner Frangello-Anderson asked about the maintenance tools and equipment figure, and Ms. Price Cargill replied that entries still are not always accurate and that this line is potentially an area that may need to be adjusted.

Commissioner Frangello-Anderson asked about credit card accounts and Ms. Price Cargill explained that the figure referenced represented a summary of two separate credit card accounts.

Commissioner Frangello-Anderson asked how approval prior to purchasing maintenance tools and equipment is processed. President Zaputil explained that purchases follow the current policies. Ms. Price Cargill commented that all receipts are provided for every purchase. Commissioner Frangello-Anderson clarified that the different items purchased might be explained for the benefit of someone unaware and President Zaputil agreed that this policy could be reviewed.

Mr. Shipman asked if the amount spent in 2016 would inform the 2017 budget and Ms. Price Cargill replied in the affirmative. Mr. Shipman asked for clarification and Ms. Price Cargill replied that individual expenses were examined for likely duplication in 2017. The unanticipated purchase in early 2016 of a refrigerator, for example, would not be carried over as a likely expense in 2017.

- (e) Tukwila Pool Advisory Committee (TPAC)

Mr. Shipman asked if there were special offers available to those who attend the special events. President Zaputil noted that this would be a welcome suggestion at the Marketing Club.

Commissioner Gengler complimented those involved in TPAC for their time and effort. President Zaputil also commented that the Advisory Committee is relied on for appreciated input and advice. The next TPAC meeting would be Saturday, November 19, 2016 at the Community Center and President Zaputil and Commissioner Frangello-Anderson will be attending.

BUSINESS ITEMS

(a) Ad Hoc Hiring Committee

Ms. Price Cargill explained the need for the Committee and the desire to have at least one Commissioner and one TPAC representative involved.

MOVED BY COMMISSIONER TYSON TO CREATE AN AD HOC HIRING COMMITTEE, SECONDED BY COMMISSIONER FRANGELLO-ANDERSON. MOTION CARRIED (5-0).

Commissioner Frangello-Anderson, Mr. Aaron Shipman and Mrs. Sharon Shipman volunteered to serve on the Committee.

MOVED BY COMMISSIONER GENGLER TO APPOINT COMMISSIONER FRANGELLO-ANDERSON, AARON SHIPMAN AND SHARON SHIPMAN TO JOIN THE EXECUTIVE DIRECTOR'S AD HOC HIRING COMMITTEE, SECONDED BY COMMISSIONER NEUFFER. MOTION CARRIED (5-0).

(b) Employee & Volunteer Background Check Policy

Ms. Price Cargill explained that the WCIA Insurance representative strongly recommended that TPMPD have a written policy for background checks.

MOVED BY COMMISSIONER FRANGELLO-ANDERSON TO ADOPT THE POLICY ON CRIMINAL BACKGROUND CHECKS AS PRESENTED, SECONDED BY COMMISSIONER TYSON.

Commissioner Tyson asked if it were possible for someone to be hired prior to receiving background screening results and Ms. Price Cargill replied yes, per the resolution passed by the Commission, staff are hired conditionally contingent on the screening result.

Commissioner Zaputil asked if allowing the person to work prior to the receipt of screening results was indicated in the RCW and Ms. Price Cargill replied yes and that Washington State Patrol background checks results are available immediately, but FBI checks require more time.

Commissioner Tyson expressed not being able to support this. Ms. Price Cargill replied that the policy being presented only reflects what the passed resolution already states.

President Zaputil asked how this would impact how operations are conducted and how long FBI checks take and Ms. Price Cargill did not have the answer. President Zaputil asked if the policy should be tabled until a firm answer could be obtained next month. A period of 1-2 days versus weeks may be a factor in a decision.

MOTION TO TABLE THE DISCUSSION UNTIL THE DECEMBER MEETING BY COMMISSIONER TYSON, SECONDED BY COMMISSIONER FRANGELLO-ANDERSON.

Commissioner Gengler asked for clarification that FBI checks are not currently conducted by TPMPD and would be added with this policy, and President Zaputil replied yes as this had been recommended by WCIA. Commissioner Gengler asked if the City of Tukwila conducts FBI checks on employees and President Zaputil replied no, the City only conducts WSP checks. Ms. Price Cargill replied that the RCW applies only to Metropolitan Park Districts specifically.

President Zaputil asked if the policy would apply only to new hires. Ms. Price Cargill replied that all staff would be reviewed and if a negative report were returned, the staff member would no longer be able to be employed by TPMPD. FBI checks are best practice and the RCW requires them at Metropolitan Park Districts.

Commissioner Gengler asked if a new aquatics director could not be hired at this point and Ms. Price Cargill replied that a director can be hired because the policy is not in place currently. Once the policy is in place, the FBI check would be conducted. The job description indicates that applicants must be able to pass WSP and FBI checks. Other job descriptions would also have this stipulation after the policy is in place.

Commissioner Gengler asked if there would be a legal issue in releasing a current employee due to an FBI check negative result as the requirement to pass was not included in a previous job description. Ms. Price Cargill replied that the current employees have been notified via the employee handbook.

President Zaputil suggested that the policy could be passed and later amended to afford protection in the interim.

MOTION FAILED (2-2) WITH COMMISSIONERS TYSON AND FRANGELLO-ANDERSON VOTING AYE, COMMISSIONERS GENGLER AND ZUPUTIL VOTING NAY, AND COMMISSIONER NEUFFER ABSTAINING.

President Zaputil stated a plan to propose an amendment to the policy as soon as the FBI check timeline is clear to avoid losing protection in the interim.

Commissioner Tyson expressed that the FBI check timeline was not his concern.

ORIGINAL MOTION TO ADOPT THE POLICY AS PRESENTED FAILED (2-3) WITH COMMISSIONERS ZAPUTIL AND GENGLER VOTING AYE AND COMMISSIONERS TYSON, NEUFFER AND FRANGELLO-ANDERSON VOTING NAY.

(c) Resolutions for the 2017 Tax Levy

Ms. Price Cargill explained that the three resolutions to be presented were required in order to receive income from tax levies. The first resolution was to collect more money than last year, in general, and the figure chosen was the maximum imagined to avoid leaving any funds behind. The second resolution was a technical requirement to ask for an increase in the levy limit so that the figure could be used in county calculations the following year and does not affect how much money the district would receive. The third resolution was the actual annual general tax levy.

Ms. Price Cargill explained that under the Levy Limit Worksheet, numbers in bold did not match district numbers because of a difference in how the county and district calculate the maximum statutory rate.

Commissioner Gengler stated that the actual 2016 levy amount was not known, and Ms. Price Cargill replied that the figure listed was the number that the county believed the levy funding would be and this is a preliminary number. The number does not include new construction or assessments based on property value increases.

MOVED BY COMMISSIONER TYSON TO APPROVE THE TAX LEVY INCREASE RESOLUTION 2016-08, SECONDED BY COMMISSIONER FRANGELLO-ANDERSON. MOTION CARRIED (5-0).

MOVED BY COMMISSIONER GENGLER TO APPROVE THE TAX LEVY LIMIT FACTOR INCREASE RESOLUTION 2016-09,

**SECONDED BY COMMISSIONER FRANGELLO-ANDERSON.
MOTION CARRIED (5-0).**

**MOTION BY COMMISSIONER GENGLER TO APPROVE THE 2017
GENERAL TAX LEVY RESOLUTION 2016-10, SECONDED BY
COMMISSIONER TYSON. MOTION CARRIED (5-0).**

- (d) Draft Interlocal Agreement with Tukwila School District (TSD)

President Zaputil explained that an Interlocal Agreement is needed to have equitable funds exchanged between entities and it was found that this is currently not the case. The item was an attempt at best practice to indicate responsibilities and benefits specifically.

Ms. Price Cargill stated that the lease had been left out of the previously published memo and distributed a new version of that memo showing the true value of the exchange for the school district and the pool district. The school district was currently reviewing the agreement.

**MOTION BY COMMISSIONER GENGLER TO APPROVE THE
DRAFT INTERLOCAL AGREEMENT WITH THE TUKWILA SCHOOL
DISTRICT, SECONDED BY COMMISSIONER TYSON.**

Commissioner Gengler asked how the 360 hours were arrived at. Ms. Price Cargill explained that there are 180 days in the school year and the schools use the pool two hours per school day, equaling 360 hours.

Commissioner Gengler asked about the discrepancy between pool's value in the two versions. Ms. Price Cargill replied that this was just an error. Commissioner Gengler stated that TPMPD should be cautious as the school district owns the property. The school district received the standard, and not a special, rate for the space actually used. President Zaputil commented that a price needs to be arrived at that is not only equitable but realistic.

Commissioner Gengler commented that some details were not transparent in the agreement. Ms. Price Cargill noted the addendum under Tukwila Pool Services which states that the TPMPD will provide the TSD adequate space, non-exclusive.

Commissioner Gengler is concerned about the request for grounds keeping at the Tukwila Pool provided to the standards of the TSD Administration Building, but that this is a union employee issue and needs to be made very clear. Ms. Price Cargill replied that this does go beyond the current practice of mowing only and landscaping is part of the changes being requested to make the agreement more equitable.

Commissioner Gengler is concerned about how we negotiate the TSD Agreement. Ms. Price Cargill stated that further changes should be on hold until TPMPD finds out how TSD has perceived the draft. Feedback from TSD staff so far has been positive.

Commissioner Gengler asked what next steps would be. President Zaputil stated that first, the draft must be approved by this Board before it can be formally presented.

Commissioner Neuffer suggested adding the cost of advertising and signage to the agreement. Ms. Price Cargill suggested that this could be added to the Fee Compensation Schedule.

Commissioner Gengler stated a belief that the request for distribution of materials should not be included, but Ms. Price Cargill replied that the reason this was included was so that the opportunity would not be lost if the schools change their practices. Commissioner Gengler stated that the schools have a distribution policy that TPMPD fits into. Ms. Price Cargill suggested that the draft was a wish list to TSD, and TSD can return with a denial. Commissioner Gengler expressed that these should be presented as a wish list and not in what could be perceived as demands.

Commissioner Tyson understood the point of Commissioner Gengler, but that there is back and forth in negotiations and that putting in wish list items in addition to agreement items made sense. Commissioner Gengler believed that waiving items, such as base rent and landscaping services, was appropriate, but that the schools cannot be expected to give preferential treatment to one group. The distribution of materials is covered under TSD Policy and cannot be negotiated; however, the wish list items could be mentioned in the conversation.

President Zaputil suggested leaving the language and adding "*in accordance with TSD policies*". Commissioner Gengler stated having no problems with that adjustment or the rate schedule.

President Zaputil stated there was a typo on page #2, Staffing, 2.4 and should read, "*The TSD should compensate the TMPD*" and not "*compensate the TSD*" as currently shown. President Zaputil would give Ms. Price Cargill specific language to include regarding literature and programming on the TSD Reader Board.

Commissioner Tyson suggested that a limitation as to how long the right to a sign would be held as an incentive be added to acknowledge that the TPMPD intended to obtain a sign itself.

President Zaputil suggested that Appendix A, page one, Annual Scheduling process A.5 include language to default the meeting schedule to the previous year in the absence of the annual signed agreement due to challenges in the past. Exact language would be emailed to Ms. Price Cargill.

Commissioner Tyson expressed specific concern about school district funds being available. President Zaputil replied that the TSD could limit the cost by reducing services exchanged. President Zaputil stated that the important thing was that the agreement be equitable, but also, must work for all parties. If there are other suggestions, that is a part of negotiations, but the discussion must begin at some point.

Mr. Perkins left the meeting after President Zaputil expressed thanks to Mr. Perkins for his service.

MOTION BY PRESIDENT ZAPUTIL TO AMEND SECTION E.2, IV, APPENDIX A ANNUAL SCHEDULING PROCESS A.5, AND FEE/COMPENSATION SCHEDULE A.4, SECONDED BY COMMISSIONER GENGLER. MOTION CARRIED (5-0).

ORIGINAL MOTION TO APPROVE THE DRAFT INTERLOCAL AGREEMENT WITH THE TUKWILA SCHOOL DISTRICT WITH AMENDMENTS CARRIED (5-0).

(e) 2017 Budget Review/Resolution

Ms. Price Cargill reported that the budget was draft number five. The General Fund reserve must be increased to bring it up to the minimum level required by policy. Funding of wish list items were being brought back as the Committee felt this was the responsibility of the Board.

The financial situation is good with an expected surplus at the end of both 2016 and 2017. Money is being managed well and spending is being done thoughtfully.

President Zaputil asked if the budget should be approved now or if only discussion should occur at this time; however, the budget must be approved no later than December.

Commissioner Gengler asked if money had been received and reflected in the budget for October. Ms. Price Cargill drew Commissioner Gengler's attention to page 131 where it shows monies collected. Commissioner Gengler expressed that TPMPD needs to be very conservative particularly when looking at wish list items. Ms. Price Cargill stated that budget estimates were prepared very conservatively.

President Zaputil commented that in regards to Program Fees, the amount should be monitored closely due to the possibility of a net income decrease.

Commissioner Gengler asked if line item 116, 2015 and 2016 Actuals were sans scholarships. Ms. Price Cargill replied in the affirmative and that the number of lesson spaces available had been increased to continue to raise income and still serve as many community members as possible with the scholarship.

President Zaputil commented on a possible error in Sales Tax Collected and Ms. Price Cargill replied that she is correct and that this would be updated.

Commissioner Frangello-Anderson asked why Programming Fees were so high for 2017. Ms. Price Cargill replied that this was due to the planned addition of 33% more instructors in the future.

Commissioner Gengler commented that TPMPD had a great opportunity to increase revenue by reaching markets such as Silver Sneakers.

Commissioner Tyson believed that the budget should be very conservative at this time with a new administration coming into the federal government.

President Zaputil asked the Board to look at the wish list items. Ms. Price Cargill commented that different individuals placed different priority on the various items. President Zaputil explained that if the Board funded all items, there would be an approximately \$30,000 surplus. Commissioner Gengler asked that spending be cautious in the early months of 2017 due to uncertainty around the economy.

Commissioner Gengler expressed a belief that \$300 should be spent to advertise for the new aquatics manager position on Craig's List, and suggested that any further spending be on hold for three months to ascertain the direction of the economy. President Zaputil stated that a Girl Scout was working on a project to raise funds for a sign for the Tukwila Pool. Commissioner Gengler again expressed a desire to wait a few months before making purchases. President Zaputil commented that the budget could be amended later in 2017. President Zaputil stated that having the funds available in the budget was giving permission to spend them.

Ms. Price Cargill understands wanting to be cautious. Commissioner Gengler stated that the wish list items could wait for some more time to pass and that the men's lockers actually sounded to be more of a priority. President Zaputil explained that the lockers were within the bucket of maintenance and not impacted by the wish list.

Commissioner Gengler expressed concern around uncertainty regarding Initiative 1433, raising the minimum wage, and stated the desire, again, to not put a wish list on the budget at this time, but rather let it be added as an amendment later in 2017 if the economy allows. Ms. Price Cargill explained that even when budgeting conservatively, there is a \$58,000 surplus and the entire wish list would only account for \$28,000. There would still be a \$30,000 surplus. Commissioner Gengler cited the possibility of an unforeseen disaster and that even with a surplus of approximately \$60,000, the TPMPD should be as prudent as possible as a part of the funds come from levies from the community. Wish list items should be purchased only with increased revenue.

Ms. Price Cargill, as spokesperson for operations, stated budgeting and spending has been done very conservatively and the TPMPD will end 2016 with a surplus. Commissioner Gengler expressed that while operations contributed to the surplus, President Zaputil and Commissioner Frangello-Anderson spent many hours examining expenses and were also responsible.

Commissioner Gengler stated that when comparing the pool figures now to when the City of Tukwila ran the pool, the City fared better. Commissioner Neuffer commented that the City did not know how much it would cost to run the pool and during the years before TPMPD was formed there was a great deal of uncertainty.

Commissioner Neuffer continued by stating that if wish list items can actually generate revenue or make the pool more attractive to the community, such as staff training leading to greater customer satisfaction, they should be considered an investment; spending money to make money.

Commissioner Neuffer asked to receive the budget in Excel format.

Commissioner Frangello-Anderson asked why the figure for Assistant Aquatics Managers went up in the 2017 budget. Ms. Price Cargill explained that the position was not created until June 2016 and 2017 would be the first full year.

Commissioner Frangello-Anderson asked about Transaction Service Merchant Fees. Ms. Price Cargill replied that this was also being researched to be sure coding is being done correctly and a more conservative, larger amount was used as a placeholder at this time.

President Zaputil asked if the Board was comfortable with the budget being finalized with the comments made for December, but Ms. Price Cargill stated that no specific direction had been given for the Finance Committee between now and December. Commissioner Gengler stated that wage tables going forward considering Initiative 1433 would be looked at by the Finance

Committee and that there needs to be transparency around the philosophy of wages and wage ceilings to avoid a disconnect.

President Zaputil stated that the same budget would be brought to the Board in December as no direction to add specifics had been given. Board members will be able to change numbers to view results on Excel spreadsheets to be distributed. Commissioner Gengler restated that a budget could be passed in December, but amended later.

President Zaputil tabled the 2017 Budget.

MISCELLANEOUS

Commissioner Gengler asked if there had been any communication with Thorndyke Elementary School. Ms. Price Cargill was not aware of any communication.

President Zaputil stated that December is Officer Election Month. Commissioner Frangello-Anderson has agreed to be nominated for President and was available to discuss the duties of the Clerk of the Board if anyone is interested.

ADJOURNMENT

MOVED BY COMMISSIONER TYSON, SECONDED BY COMMISSIONER GENGLER TO ADJOURN AT 8:42 P.M. MOTION CARRIED (5-0).

Jeri Frangello-Anderson, Clerk of the Board of Commissioners

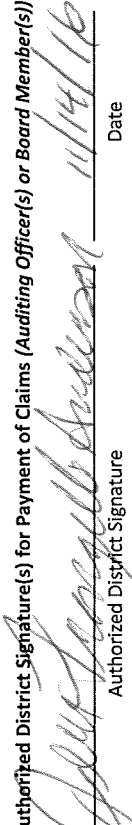


Special District Voucher Approval Document

KC v2.0

Scheduled Payment Date: 11/12/2016
Total Amount: \$4,671.92
Control Total: 7
Payment Method: WARRANT
District Name: Tukwila Pool Metropolitan Park District
File Name: AP_TUKPLMPD_APSUPINV_20161111100108.csv
Fund #: 175910010

CONTACT INFORMATION	
Preparer's Name:	Kristine Selleck
Email Address:	accounting@tukwilapool.org

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)) :	
	11/14/16
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:	



Special District Voucher Approval Document

KC v2.0

District Name: Tukwila Pool Metropolitan Park District

File Name: AP_TUKPLMPD_APSUPINV_20161111100108.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
AIRGAS NATIONAL CARBONATION			33363152 and 33355415	10/31/2016	\$88.71	CARBON DIOXIDE LIQUIDATOR AND LATE FEE
COMCAST BUSINESS			20161028	10/28/2016	\$162.61	CABLE/PUBLIC WIFI INTERNET
ORKIN PEST CONTROL			1444622922	10/25/2016	\$86.21	QUARTERLY SERVICE - INTERIOR
ORKIN PEST CONTROL			144623324	10/25/2016	\$79.30	QUARTERLY SERVICE - EXTERIOR
PUGET SOUND ENERGY			20161024	10/24/2016	\$3,940.83	NATURAL GAS CHARGES
SNURE LAW OFFICE, PSC			20161101	11/01/2016	\$45.00	ATTORNEY SERVICE: REVIEW OF MAIL/HEARING NOTICE
WALTER E NELSON CO.			559141 and 564667	10/28/2016	\$269.26	CLEANING SUPPLIES

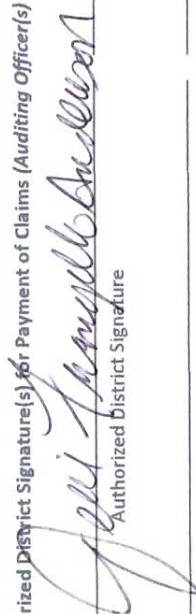
Special District Voucher Approval Document



District Name: Tukwila Pool Metropolitan Park District
 File Name: AP_TUKPLMPD_APSUPINV_20161115094742.csv
 Fund #: 175910010

Scheduled Payment Date: 11/17/2016
 Total Amount: \$1,612.45
 Control Total: 5
 Payment Method: WARRANT

CONTACT INFORMATION	
Preparer's Name: Kristine Selleck	Email Address: accounting@tukwilapool.org

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)):		
	11-19-2016	11/15/2016
Authorized District Signature	Authorized District Signature	Date
Authorized District Signature	Authorized District Signature	Date
Authorized District Signature	Authorized District Signature	Date

SUBMIT SIGNED DOCUMENT TO:	
King County Accounts Payable	Email: SpecialDist.AP@kingcounty.gov
Attn: Special Districts	Fax: (206) 263-3767
401 5th Avenue, Room 323	
Seattle, WA 98104	

KING COUNTY FINANCE USE ONLY:	
Batch Processed By:	_____
Date Processed:	_____



Special District Voucher Approval Document

File Name: AP_TUKPLMPD_APSUPINV_20161115094742.csv

District Name: Tukwila Pool Metropolitan Park District

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
GDM PRIVATE FINANCIAL SOLUTIONS			55627	10/31/2016	\$300.00	FINANCIAL SERVICES - QUICKBOOKS REVIEW
HIGHLINE DESIGN ALLIANCE			16-004	11/13/2016	\$540.00	DESIGN BROCHURE/INSERT FOR WINTER 2017 PARKS AND REC CATALOG
RICOH USA, INC.			97798849	11/05/2016	\$458.35	EQUIPMENT RENTAL / ADDITIONAL IMAGES / STATE, CITY, DISTRICT TAX
VALLEY VIEW SEWER DISTRICT			20161101	11/01/2016	\$108.10	PREVIOUS AMOUNT: \$54.05 / BASE RATE \$54.05
WA CITIES INSURANCE AUTHORITY			101360	05/06/2016	\$206.00	CRIME/FIDELITY POLICY FOR 02/01/2016 - 12/31/2016





Special District Voucher Approval Document

Scheduled Payment Date: 11/24/2016
 Total Amount: \$11,321.05
 Control Total: 5
 Payment Method: WARRANT

District Name: Tukwila Pool Metropolitan Park District
 File Name: AP_TUKPLMPD_APSUPINV_20161121123452.csv
 Fund #: 175910010

CONTACT INFORMATION	
Preparer's Name: Kristine Selleck	Email Address: accounting@tukwilapool.org

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 11/22/2016
Authorized District Signature	Authorized District Signature	Date
Authorized District Signature	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: _____	



Special District Voucher Approval Document

District Name: Tukwila Pool Metropolitan Park District

File Name: AP_TUKPLMPD_APSUPINV_20161121123452.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
AARON SHIPMAN			20161119	11/19/2016	\$27.54	FRUIT FOR TURKEY RACES EVENT
BROADVIEW NETWORKS			16879125	11/09/2016	\$454.38	MONTHLY PHONE & SECURE INTERNET CHARGES, FEATURES, FEES, USAGE, TAXES, AND SURCHARGES
CITY OF TUKWILA			MB-02373	11/15/2016	\$10,121.48	DECEMBER 2016 BRIDGE LOAN PAYMENT
WALTER E NELSON CO.			570464 and 570460	11/15/2016	\$701.15	JANITORIAL SUPPLIES
WENDY GAU			4837113	11/05/2016	\$16.50	PARTIAL REFUND FOR A MONTHLY PASS



King County

Special District Voucher Approval Document

KCV2.0

Scheduled Payment Date: 11/30/2016

Total Amount: \$6,917.33

Control Total: 6

Payment Method: WARRANT

District Name: Tukwila Pool Metropolitan Park District

File Name: AP_TUKPLMPD_APSUPINV_20161129101242.csv

Fund #: 175910010

CONTACT INFORMATION

Preparer's Name: Kristine Selleck

Email Address: accounting@tukwilapool.org

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)) :

Janet Anderson 11-29-2016

Authorized District Signature

Date

Authorized District Signature

11/29/2016

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
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KING COUNTY FINANCE USE ONLY:

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King County

Special District Voucher Approval Document

KCV2.0

District Name: Tukwila Pool Metropolitan Park District

File Name: AP_TUKPLMPD_APSUPINV_20161129101242.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
ALARM CENTER, INC.			1042053	11/21/2016	\$90.00	MONITORING FEES
FROULA ALARM SYSTEMS, INC.			158725	11/15/2016	\$283.06	ANNUAL FIRE ALARM CONFIDENCE TEST/ANNUAL FIRE EXTINGUISHER INSPECTION
MCKINSTRY CO LLC			2295016	11/18/2016	\$711.53	HVAC REGULAR, MATERIALS, ENVIRONMENTAL/SAFETY FEE
PUGET SOUND ENERGY			20161122	11/22/2016	\$4,214.65	NATURAL GAS SERVICE
ROBERT DAVIS			20151125	11/25/2016	\$288.92	MILEAGE REIMBURSEMENT/LGI COURSE REGISTRATION FEE
SEATTLE CITY LIGHT			20161117	11/17/2016	\$1,329.17	ELECTRICITY SERVICE

INFORMATIONAL MEMORANDUM

Tukwila Pool Metropolitan Park District

TO: **Tukwila Pool MPD Board of Commissioners**
FROM: Jennafer Price Cargill, Executive Director
DATE: December 12, 2016
SUBJECT: **Monthly ED Report**

ISSUE

Update of TPMPD Operations

BACKGROUND

This informational memorandum is provided to keep the Commissioners informed on the progress of various projects and actions relating to the operations of the District.

DISCUSSION

Projects in process or completed:

- **Staff:** Aquatics Manager Dave Perkins' last day was November 22nd. Many of the Aquatics Manager's duties are being redistributed to myself, Rob Davis and Shae White. Rob and I are focusing primarily on building our staff to a level that provides for full and stable coverage of the pool/patrons as well as improving our employment systems and training.
In addition, we have hired Jeff Rhubottom as a Lifeguard to replace Eric Kress who was certified as a teacher and left us to do that full-time.
- **Bookkeeping:** Our Bookkeeper Kristine has been tasked with a complete revision of the payroll data entry into QuickBooks for 2016. In addition, it has come to our attention that the monthly Department of Revenue reports were miscalculated going back the beginning of the calendar year as well. To provide Kristine with enough time to make these corrections, I have authorized her to work an additional 4 hours per week until the end of the year or the projects are done, whichever comes first. The cost of this will come out of our budget from the Accounting Services line.
- **Ad Hoc Hiring Committee:** At least 15 applicants have submitted their resumes for the open Aquatics Manager position. The Hiring Committee met on November 30th to review the initial batch of applicants and establish the timeline & process for the committee.
- **Ad Hoc Program Committee:** This group met in early November to finalize the Winter Brochure, discuss the Tukwila Turtles program and some new programming ideas and to

establish what data is needed to support a recommendation on rates in the coming year.

- **Finance Committee:** This group met twice in November to develop a recommended Wage & Salary Structure for 2017 which incorporates the new minimum wage requirements.
- **TPAC:** Tukwila Community Center has been contacted to renew TPAC's meeting location. This month's meeting was held November 19th. Items discussed were:
 - New Member Recruitment
 - Marketing
 - Programming Committee update
 - Signage
- **Tukwila School District:** A second draft of the ILA that includes the Board's changes from the November meeting was sent to the TSD on November 16th. They were asked to suggest changes before November 23rd. Alphonso Melton and I met to clarify the proposed terms of the second draft on November 29th. He expressed interest in finding alternative services that the TSD can provide to the TPMPD so that the entire partnership can be financially balanced without the TSD having to pay the TPMPD for additional services.
- **Incident Report:** A swim lesson patron was jumping into the pool and apparently did a mid-air spin that caused her to hit her chin on the lip of the pool. She was provided with first aid by the staff and was taken home by her mother.
- **Suggestion Box:** This month we had several interesting cards on a variety of subjects, including the diving blocks, cleanliness of the boy's bathroom and equipment ideas. One card commented on boys in the girls' locker room, but it's unclear if the reference is to young boys (children 5 and under are allowed in either area) or if males were inappropriately going into the women's facilities. No incident was reported about such a breach. There were also 10 comment cards from one individual requesting a TV in the lobby. Only 2 were scanned and included in the packet. Additionally, there were 6 cards which seemed to be from the same person asking for a couch in the lobby. Only 2 of these were included as well.

RECOMMENDATION

None

ATTACHMENTS

1. Incident Report 11/23/2016
2. Suggestion Cards



TUKWILA

Metropolitan Park District

POOL

We're All In!

Accident Report

Date: 11/23/16

Time of Accident: 7:20 pm

Personal Info of Injured Party

Name: Fiona Quinn Date of Birth: 3/23 Sex: F

Address: 18853 1st Pl SW City: Normandy State: WA Zip: 98166

Marisa Quinn

Home Phone: _____

Cell Phone: 206.399.2275

Where did accident occur? Southside of pool in deep end lane 1

In what program/activity was injured party participating? Swim lessons - Lexi Bissan

What equipment, if any, was involved in accident? none

Was there a staff member present at time of accident? Yes

If yes, by whom? Rob Davis, Ranger
Lexi, Lorenzo (Guard), Hannah

What type of injury occurred? Chin - impact cut

Describe in detail how the accident occurred: Fiona jumped into the pool, turned mid-jump and bumped chin on pool deck

Witness Information

Name: Lexi Obrastoff Phone: 206-518-8863

Name: Lorenzo Floyd Phone: 206-429-0071

Name: _____ Phone: _____

Was 911 Called: YES ☐ NO ☒ If yes, by who? _____

Was first aid administered? YES ☒ NO ☐ If yes, what kind and by whom? Rob Davis - gauze & direct pressure with ice pack followed by band-aid & ice pack

Was injured party referred to Medical Assistance? YES ☐ NO ☒

Injured party..... Left in Ambulance ☐ Went home with Family Member ☒ Remained at facility ☐

Mom 27

Staff Signature [Signature]

Date: 11/23/2016

Tukwila Pool Metropolitan Park District

SUGGESTIONS

Your Voice Matters!

Date:	
Time:	
Topic:	Please keep the boys out of the girls locker room

Please Direct Immediate Concerns to Pool Staff as well

Name: (Optional)	
Would you like to be contacted?	
Contact info:	

Tukwila Pool Metropolitan Park District

SUGGESTIONS

Your Voice Matters!

Date:	
Time:	
Topic:	

Please Direct Immediate Concerns to Pool Staff as well

New Diving blocks
It's hard to do
backstroke starts
because its off
centered and too
inward
Please

Name: (Optional)	
Would you like to be contacted?	
Contact info:	

Tukwila Pool Metropolitan Park District

SUGGESTIONS

Your Voice Matters!

Date:	
Time:	
Topic:	

Please Direct Immediate Concerns to Pool Staff as well

-Swimsuit spin dryer
-Air-blow hand dryers for bathrooms
no paper towels

Name: (Optional)	
Would you like to be contacted?	
Contact info:	

Tukwila Pool Metropolitan Park District

SUGGESTIONS

Your Voice Matters!

Date:	
Time:	
Topic:	

Please Direct Immediate Concerns to Pool Staff as well

Please keep
the boy's
bathroom clean

Name: (Optional)	
Would you like to be contacted?	
Contact info:	

SUGGESTIONS

Your Voice Matters!

Date:	
Time:	
Topic:	

Please Direct Immediate Concerns to Pool Staff as well

couch
couch
couch
couch

Name: (Optional)

Would you like to be contacted?

Contact info:

SUGGESTIONS

Your Voice Matters!

Date:	
Time:	
Topic:	

Please Direct Immediate Concerns to Pool Staff as well

couch
couch
couch

Name: (Optional)

Would you like to be contacted?

Contact info:

SUGGESTIONS

Your Voice Matters!

Date:	28
Time:	
Topic:	TV

Please Direct Immediate Concerns to Pool Staff as well

TV
TV
TV
TV

Name: (Optional)

Would you like to be contacted?

Contact info:

SUGGESTIONS

Your Voice Matters!

Date:	10-10-16
Time:	5:15 pm
Topic:	TV

Please Direct Immediate Concerns to Pool Staff as well

TV
TV
TV
TV

Name: (Optional)

Would you like to be contacted?

Contact info:

INFORMATIONAL MEMORANDUM

Tukwila Pool Metropolitan Park District

TO: **Tukwila Pool MPD Board of Commissioners**
FROM: Jennafer Price Cargill, Executive Director
DATE: December 12, 2016
SUBJECT: **November Pool Operations Report**

UPDATES

1. The short notice from Dave Perkins required an intensive effort on the part of existing staff to quickly fill gaps and take on duties or address issues that had been left unresolved. We consider it a major victory that the pool did not have to close during the transition and we were able to maintain operations without a hitch for the patrons in the days following.
2. Pool opened about 50 minutes late on November 8th.
3. Turkey Races on November 19th had a much lower turn out than expected at approximately 30 attendees. However due to limited staffing availability, the smaller number were easier to monitor by the staff on hand.
4. The next staff meeting/in-service is being scheduled by Rob and Shae in December.

PROGRAM REPORT

1. The special 1-week youth swim lessons scheduled for Dec 26-30 will be promoted through the website and via flyers to the schools. Registration for this special session will open a week earlier than the usual, to allow for greater flexibility for our patrons.
2. No scholarships were provided in November.
3. Long-term rentals continue strong and include Kennedy High School Boys' Team, Whitewater (Orcas), Alaska Airlines, Yuki Maekawa (Synchro) and Washington Kayak Club.

ATTACHMENTS

1. Operational Comparison Report
2. Rec 1 revenue report
3. Rec 1 Membership report
4. Rec 1 Point of Sale report

Revenue Report and October & November 2015 & 2016 Monthly Comparison

Category	October 2015	October 2016	November 2015	November 2016
Merchandise Sales (non-taxed)	\$0.00	\$137.75		\$84.50
Merchandise sales (taxed)	\$61.18	\$187.71	\$42.00	\$76.94
Pass Sales	\$1,383.07	\$2,067.53	\$613.71	\$1,171.25
Facility Rental (short-term)	\$8,762.50	\$199.10	\$206.00	\$309.96
Cash Donations	n/a	n/a	\$190.00	\$98.00
Facility Rental (long-term)	\$0.00	\$10,929.50		\$656.50
General Admission	\$2,048.12	\$1,757.74	\$1,406.19	\$1,777.74
Special Events	\$189.06	\$321.10		\$84.94
Swim Instruction	\$9,488.50	\$5,028.00	\$3,814.50	\$3,388.00
Scholarship Usage	\$561.00	\$1,732.87	\$341.86	\$0.00
Exercise Classes	\$177.00	\$25.00	\$85.00	\$25.00
Tax	\$346.74	\$499.31	\$197.14	\$335.15
Unitemized	\$49.82	\$0.00	\$10.96	\$0.00
Total	\$23,066.99	\$22,812.62	\$6,907.36	\$8,026.24

Run On 12/01/2016 09:26 AM

Run By Front Desk

From 11/01/2016 12:00 AM

To 11/30/2016 11:59 PM

Check-In Summary by Membership

Membership Name	October	November
1. 1 Month Memberships 1 Month Adult	50	37
2. 1 Month Memberships 1 Month Family (2 Adults & Children)	13	7
3. 1 Month Memberships 1 Month Youth/Veteran/Senior	59	69
4. 1 Month Memberships Youth/Veteran/Senior Resident	95	12
5. 10 Visit Memberships 10x Adult	156	76
6. 10 Visit Memberships 10x Youth/Veteran/Senior	5	190
7. 10 Visit Memberships Adult Resident	7	6
8. 10 Visit Memberships Youth/Veteran/Senior Non-Resident	14	2
9. 3 Month Memberships 3 Month Adult	23	22
10. 3 Month Memberships 3 Month Youth/Vet/Senior	28	47
11. Annual Memberships 1 Year Adult	23	32
12. Annual Memberships 1 Year Youth/Vet/Senior	172	190
13. Annual Memberships Youth/Senior Non-Resident	19	20
14. Annual Memberships Youth/Senior Resident	27	47
15. Exercise Pass 10 Visit Adult Resident	4	6
16. Legacy Memberships General Memberships	14	24
17. Legacy Memberships Punch Passes	7	1
	716	788
Totals for Check-In Summary by Membership		788

Run On 12/01/2016 09:19 AM

Run By Front Desk

From 11/01/2016 12:00 AM

To 11/30/2016 11:59 PM

POS Summary Report

Item Description	Quantity	Total
1. POS Item: Adult	265	\$960.29
2. POS Item: Corn Nuts	7	\$10.50
3. POS Item: Corn Nuts	13	\$9.75
4. POS Item: Gatorade	8	\$10.96
5. POS Item: Gatorade	7	\$4.76
6. POS Item: Group Locker	2	\$18.26
7. POS Item: Meat Stick	15	\$22.50
8. POS Item: Meat Stick	11	\$8.25
9. POS Item: Neighborcare Health	7	\$6.38
10. POS Item: Nuts	13	\$9.75
11. POS Item: Nuts	10	\$5.00
12. POS Item: Power Bar	1	\$2.00
13. POS Item: Power Bar	1	\$1.00
14. POS Item: Scholarship 10	1	\$10.00
15. POS Item: Scholarship 20	4	\$80.00
16. POS Item: Scholarship 3	1	\$3.00
17. POS Item: Scholarship 5	1	\$5.00
18. POS Item: Senior	107	\$293.18
19. POS Item: Senior Exercise	5	\$25.00
20. POS Item: Shower	11	\$20.12
21. POS Item: Special Events	31	\$84.94
22. POS Item: Swim cap, silicone	3	\$27.39
23. POS Item: Swim Diaper	1	\$1.83
24. POS Item: Swim Goggles	2	\$12.78
25. POS Item: Teen Night	60	\$104.13
26. POS Item: Tiger Bar	16	\$14.59
27. POS Item: Tiger Bar	7	\$3.22
28. POS Item: Trail Mix	7	\$5.25
29. POS Item: Veteran	5	\$13.70
30. POS Item: Vitamin Water	7	\$12.81
31. POS Item: Vitamin Water	2	\$1.82
32. POS Item: Water	14	\$14.00
33. POS Item: Water	2	\$1.00
34. POS Item: Youth	179	\$490.46
	826	\$2,293.62

Totals for POS Summary Report

826

\$2,293.62

INFORMATIONAL MEMORANDUM

Tukwila Pool Metropolitan Park District

TO: **Tukwila Pool MPD Board of Commissioners**
FROM: Jennafer Price Cargill, Executive Director
DATE: December 12, 2016
SUBJECT: **Monthly Financial Report**

ISSUE

Report on financial health of the Tukwila Pool Metropolitan Park District

FINANCIAL IMPACT

None

BACKGROUND

None

DISCUSSION

Items of note:

- Several significant projects have been identified that need to be completed before year-end. Therefore, Kristine has been approved to work additional hours temporarily. The projects include:
 - All payroll data entry into QuickBooks for 2016 needs to be reviewed and revised as payroll taxes were incorrectly categorized.
 - Monthly filings with the Department of Revenue for 2016 must be amended as the sales tax was deducted twice each month.
 - Revenue received from King County since May needs to be reviewed and revised as there are some inconsistencies between data in QuickBooks and the reports provided by the county.
- The Aquatics Manager's TPMPD credit card in the name of Dave Perkins has been suspended and all the account management has been updated to reflect the new board and staff oversight.
- Accounts receivable as of December 1 (invoices were sent out the last week of November requesting payment within 30 days):
 - Whitewater (Orcas) - \$7,451.00
 - Kennedy High School - \$8,372.00

RECOMMENDATION

None

ATTACHMENTS

1. October Balance Sheet
2. October Profit & Loss Statement
3. October Budget v. Actuals
4. October DOR Excise Tax Return
5. Sept-Oct Credit Card Reconciliation (including detail) for both cards

Tukwila Pool Metropolitan Park District

BALANCE SHEET

As of October 31, 2016

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
111.10 US Bank Checking Acct - 5669	6,781.28
111.10 US Bank Deposit Acct - 8744	53,156.76
115.21 US Bank (King County) - #2969	273,223.36
111.21 Capital Improvement Project (CIP) Fund	220,000.00
Total 115.21 US Bank (King County) - #2969	493,223.36
US Bank Zero Balance Acct - 7414	46,182.30
Total Bank Accounts	\$599,343.70
Other current assets	
111.10 TPMPD Scholarship Fund (held in US Bank 8744)	10,000.00
Change Fund	150.00
City of Tukwila Receivable	0.00
Credit Card Clearing	216.01
IRS Tax Refund Receivable	0.00
Prepaid Expenses	0.00
Total Other current assets	\$10,366.01
Total Current Assets	\$609,709.71
Fixed Assets	
172.00 Tukwila Pool - Building	2,032,757.62
181.00 Tukwila Pool - Non Building	30,264.37
Tukwila City Pool Accumulated Depreciation	0.00
Total Fixed Assets	\$2,063,021.99
Other Assets	
156.00 Bond Loan	0.00
156.00 Bridge Loan	0.00
Total Other Assets	\$0.00
TOTAL ASSETS	\$2,672,731.70
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
213.10 US Bank Dave CC - 4167	-1,000.00
213.11 Executive Director Credit Card - 9276	0.00
Total Credit Cards	\$ -1,000.00
Other Current Liabilities	
231.00 Payroll Liabilities	-4,262.38
231.70 Employee Withholdings	
231.71 Federal Tax	-8,179.17
231.71.1 Federal Income Tax withholding	650.10
231.71.2 Social Security Withholding	5,915.73

	TOTAL
231.71.3 Medicare withholding	1,791.56
Total 231.71 Federal Tax	178.22
231.72 L&I	2,713.80
231.72.1 L&I Payable	-12,180.54
Total 231.72 L&I	-9,466.74
Total 231.70 Employee Withholdings	-9,288.52
Total 231.00 Payroll Liabilities	-13,550.90
231.30 Uncashed Payroll Checks	465.23
Deferred Revenue	0.00
Unearned Revenue	0.00
Total Other Current Liabilities	\$ -13,085.67
Total Current Liabilities	\$ -14,085.67
Long-Term Liabilities	
217.10 Bond Payable	657,176.98
227.00 Bridge Loan Payable	748,521.28
Total Long-Term Liabilities	\$1,405,698.26
Total Liabilities	\$1,391,612.59
Equity	
King County Fund Opening Balance	8,742.92
Net Book Value of Asset Transfer	5,021.99
Opening Balance Equity	250,469.01
Retained Earnings	595,866.43
Net Income	421,018.76
Total Equity	\$1,281,119.11
TOTAL LIABILITIES AND EQUITY	\$2,672,731.70

Tukwila Pool Metropolitan Park District

PROFIT AND LOSS

October 2016

	TOTAL
INCOME	
311.10.00 Real and Personal Property Tax	258,305.14
313.11.00 Sales Tax Collected	423.48
341.70.00 Sales of Merchandise	
341.70.10 Taxable Merchandise	187.71
341.70.20 Untaxable Merchandise	137.75
Total 341.70.00 Sales of Merchandise	325.46
347.00.00 Cultural and Recreation	
347.30.10 Activity Fees - General Passes (Taxable)	2,067.54
347.30.20 Activity Fees - General Admissions (Taxable)	1,752.27
347.30.30 Activity Fees - Special Events (Taxable)	307.40
347.60.10 Program Fees - Swim Classes/Instruction (Non-taxable)	3,186.63
347.60.20 Program Fees - Exercise Classes (Non-Taxable)	25.00
Total 347.00.00 Cultural and Recreation	7,338.84
362.00.00 Rents, Leases and Concessions	
362.40.10 Rentals - One-time, private events (Taxable)	199.10
362.40.30 Rentals - Multiple dates, contracted (Non-Taxable)	10,925.00
Total 362.00.00 Rents, Leases and Concessions	11,124.10
Total Income	\$277,517.02
GROSS PROFIT	\$277,517.02
EXPENSES	
576.20.00.00 Culture & Recreation - Park Facility	
576.20.100.00 Board of Commissioners Expenditures	
576.20.100.10.00 BOC Stipend	684.00
Total 576.20.100.00 Board of Commissioners Expenditures	684.00
576.20.200 Executive Expenditures	
576.20.200.10.10 Executive Salary & Wages	5,625.00
576.20.200.10.20 Executive Salary & Wages - Other Taxable Compensation (Benefits stipend)	843.74
Total 576.20.200 Executive Expenditures	6,468.74
576.20.400.00.00 Pool Expenditures	
576.20.400.10.00 Pool Salaries & Wages	

	TOTAL
576.20.400.10.10 Pool S&W - Lifeguards	3,734.76
576.20.400.10.20 Pool S&W - Instructors	4,547.40
576.20.400.10.40 Pool S&W - Aquatics Manager	4,583.34
576.20.400.10.50 Pool S&W - Assistant Aquatics Managers	5,575.00
576.20.400.10.60 Pool S&W - Front Desk	3,532.76
576.20.400.10.70 Pool S&W - Overtime	530.06
576.20.400.10.80 Pool S&W - Other Taxable Compensation (Benefits Stipend)	1,581.24
Total 576.20.400.10.00 Pool Salaries & Wages	24,084.56
576.20.400.20.00 Pool Personnel Benefits	
576.20.400.20.11 Pool Benefits - FICA	2,235.85
576.20.400.20.12 Pool Benefits - WA Unemployment	662.44
576.20.400.20.13 Pool Benefits - L & I	674.71
Total 576.20.400.20.00 Pool Personnel Benefits	3,573.00
576.20.400.30.00 Pool Supplies	
576.20.400.30.10 Pool Supplies - Program Supplies and Equipment	
576.20.400.30.12 Pool Supplies - Program, Swim Classes/Instruction	29.16
576.20.400.30.13 Pool Supplies - Program, Special Events	105.21
Total 576.20.400.30.10 Pool Supplies - Program Supplies and Equipment	134.37
576.20.400.30.20 Pool Supplies - Maintenance and Repairs Supplies	
576.20.400.30.21 Pool Supplies - Maint., Pool Chemicals	1,058.44
576.20.400.30.22 Pool Supplies - Maint., Janitorial	139.85
Total 576.20.400.30.20 Pool Supplies - Maintenance and Repairs Supplies	1,198.29
576.20.400.30.30 Pool Supplies - Resale Inventory	16.96
Total 576.20.400.30.00 Pool Supplies	1,349.62
576.20.400.40.00 Pool Services	
576.20.400.40.10 Pool Svcs. - Transaction Services/Merchant Fees	700.90
576.20.400.40.30 Pool Svcs. - Advertising & Promotion	
576.20.400.40.33 Pool Svcs. - Ads/Postings	225.00
Total 576.20.400.40.30 Pool Svcs. - Advertising & Promotion	225.00
576.20.400.40.50 Pool Svcs. - Rentals	

	TOTAL
and Leases	
576.20.400.40.52 Pool Svcs. - Rentals & Leases, Facility Ground Lease	512.50
Total 576.20.400.40.50 Pool Svcs. - Rentals and Leases	512.50
576.20.400.40.60 Pool Svcs. - Utilities	
576.20.400.40.61 Pool Svcs. - Utilities, Electrical	1,245.31
576.20.400.40.62 Pool Svcs. - Utilities, Gas	3,308.98
Total 576.20.400.40.60 Pool Svcs. - Utilities	4,554.29
576.20.400.40.70 Pool Svcs. - Repairs and Maintenance Services	
576.20.400.40.72 Pool Svcs. - Repairs & Maint., Facility	2,405.43
576.20.400.40.73 Pool Svcs. - Repairs & Maint., Equipment	390.37
Total 576.20.400.40.70 Pool Svcs. - Repairs and Maintenance Services	2,795.80
576.20.400.40.90 Pool Svcs. - Miscellaneous Services	
576.20.400.40.91 Pool Svcs. - Misc., Scholarship Fund	1,732.87
Total 576.20.400.40.90 Pool Svcs. - Miscellaneous Services	1,732.87
Total 576.20.400.40.00 Pool Services	10,521.36
Total 576.20.400.00.00 Pool Expenditures	39,528.54
Total 576.20.00.00 Culture & Recreation - Park Facility	46,681.28
576.20.300 Shared Expenditures	
576.20.300.30.00 Shared Supplies	
576.20.300.30.00 Office/Computer Supplies & Equipment	
576.20.300.30.11 Office Supplies (Consumables)	9.80
Total 576.20.300.30.00 Office/Computer Supplies & Equipment	9.80
Total 576.20.300.30.00 Shared Supplies	9.80
576.20.300.40.00 Shared Services	
576.20.300.40.10 IT/Computer Service	65.14
576.20.300.40.30 Communications	
576.20.300.40.34 Internet/VoIP Phones	1,152.30
576.20.300.40.35 Software Programs (non-financial)	46.41
576.20.300.40.37 Printing & Copying Services	281.78
Total 576.20.300.40.30 Communications	1,480.49
576.20.300.40.40 Bank Charges	30.05
576.20.300.40.50 Payroll Service	238.33
576.20.300.40.80 Risk Management	

	TOTAL
Services	
576.20.300.40.81 Security & Fire Alarms	90.00
Total 576.20.300.40.80 Risk Management Services	90.00
Total 576.20.300.40.00 Shared Services	1,904.01
Total 576.20.300 Shared Expenditures	1,913.81
586.00.300.00.00 Sales Tax Paid	406.19
591.76.300.70.00 Debt Service Principle	
591.76.300.70.10 City Bridge Loan Principal	17,732.83
Total 591.76.300.70.00 Debt Service Principle	17,732.83
592.76.300.80.00 Debt Service Interest	
592.76.300.80.10 City Bridge Loan Interest	2,510.13
Total 592.76.300.80.00 Debt Service Interest	2,510.13
Unapplied Cash Bill Payment Expense	9.50
Total Expenses	\$69,253.74
NET OPERATING INCOME	\$208,263.28
OTHER INCOME	
361.10.00 Interest and Other Earnings	132.53
369.91.00 Other Miscellaneous Income	
369.91.10 Scholarship Funds Applied	1,732.87
Total 369.91.00 Other Miscellaneous Income	1,732.87
Total Other Income	\$1,865.40
OTHER EXPENSES	
Ask My Accountant	-1,000.00
Transfer Activity	
City Bridge Loan Principle	-17,732.83
Total Transfer Activity	-17,732.83
Total Other Expenses	\$ -18,732.83
NET OTHER INCOME	\$20,598.23
NET INCOME	\$228,861.51

Tukwila Pool Metropolitan Park District

BUDGET VS. ACTUALS: 2016 BUDGET - FY16 P&L

January - October, 2016

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
INCOME				
311.10.00 Real and Personal Property Tax	689,342.85	592,869.00	96,473.85	116.27 %
313.11.00 Sales Tax Collected	5,638.35	4,780.00	858.35	117.96 %
341.70.00 Sales of Merchandise				
341.70.10 Taxable Merchandise	2,580.07	1,410.00	1,170.07	182.98 %
341.70.20 Untaxable Merchandise	1,687.31	580.00	1,107.31	290.92 %
Total 341.70.00 Sales of Merchandise	4,267.38	1,990.00	2,277.38	214.44 %
347.00.00 Cultural and Recreation				
347.30.10 Activity Fees - General Passes (Taxable)	19,464.36	17,000.00	2,464.36	114.50 %
347.30.20 Activity Fees - General Admissions (Taxable)	25,367.48	26,000.00	-632.52	97.57 %
347.30.30 Activity Fees - Special Events (Taxable)	1,344.29	1,500.00	-155.71	89.62 %
347.60.10 Program Fees - Swim Classes/Instruction (Non-taxable)	56,250.15	70,662.00	-14,411.85	79.60 %
347.60.20 Program Fees - Exercise Classes (Non-Taxable)	719.39	1,250.00	-530.61	57.55 %
347.60.30 Program Fees - Lifeguard Classes (Non-Taxable)		830.00	-830.00	
347.90.00 Other Fees - pass through to Red Cross	100.00	160.00	-60.00	62.50 %
Total 347.00.00 Cultural and Recreation	103,245.67	117,402.00	-14,156.33	87.94 %
362.00.00 Rents, Leases and Concessions				
362.40.10 Rentals - One-time, private events (Taxable)	2,215.71	3,000.00	-784.29	73.86 %
362.40.20 Equipment and Locker Rentals - Taxable	595.58	830.00	-234.42	71.76 %
362.40.30 Rentals - Multiple dates, contracted (Non-Taxable)	51,456.32	35,000.00	16,456.32	147.02 %
Total 362.00.00 Rents, Leases and Concessions	54,267.61	38,830.00	15,437.61	139.76 %
369.00.10 Unapplied Cash Payment Income	267.63		267.63	
Total Income	\$857,029.49	\$755,871.00	\$101,158.49	113.38 %
GROSS PROFIT	\$857,029.49	\$755,871.00	\$101,158.49	113.38 %
EXPENSES				
576.20.00.00 Culture & Recreation - Park Facility				
576.20.100.00 Board of Commissioners Expenditures				
576.20.100.10.00 BOC Stipend	1,149.50	4,160.00	-3,010.50	27.63 %
576.20.100.30.10 BOC Supplies - Office Supplies	56.86	200.00	-143.14	28.43 %

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
576.20.100.30.20 BOC Supplies - Equipment	130.45	160.00	-29.55	81.53 %
576.20.100.30.30 BOC Supplies - Meeting Food	191.91	250.00	-58.09	76.76 %
576.20.100.40.10 BOC Services - Consultant Fees	23.50	500.00	-476.50	4.70 %
576.20.100.40.20 BOC Services - Transcription	4,558.00	2,660.00	1,898.00	171.35 %
576.20.100.40.30 BOC Services - Meeting Site Rental	300.00	830.00	-530.00	36.14 %
576.20.100.40.40 BOC Services - Public Records Requests	16.43	830.00	-813.57	1.98 %
576.20.100.40.50 BOC Services - Travel (Mileage, Ferries, Parking, Gas, etc.)		160.00	-160.00	
576.20.100.40.61 BOC Services - Development, Travel/Transportation	58.45	160.00	-101.55	36.53 %
576.20.100.40.62 BOC Services - Development, Tuition/Registration Fees	250.00	540.00	-290.00	46.30 %
576.20.100.40.70 BOC Services - Notices & Ads	812.73	830.00	-17.27	97.92 %
576.20.100.50.10 BOC Intergovernmental Costs - Election Expenses	5,988.43	5,900.00	88.43	101.50 %
Total 576.20.100.00 Board of Commissioners Expenditures	13,536.26	17,180.00	-3,643.74	78.79 %
576.20.200 Executive Expenditures				
576.20.200.10.10 Executive Salary & Wages	38,229.09	37,500.00	729.09	101.94 %
576.20.200.10.20 Executive Salary & Wages - Other Taxable Compensation (Benefits stipend)	4,499.98	5,620.00	-1,120.02	80.07 %
576.20.200.20.11 Executive Personnel Benefits - Non-Taxable, FICA		3,030.00	-3,030.00	
576.20.200.20.12 Executive Personnel Benefits - Non-Taxable, Unemployment		760.00	-760.00	
576.20.200.20.13 Executive Personnel Benefits - Non-Taxable, L & I		380.00	-380.00	
576.20.200.40.11 Executive Services - Development, Travel/Transportation		160.00	-160.00	
576.20.200.40.12 Executive Services - Development, Tuition/Registration Fees		410.00	-410.00	
576.20.200.40.20 Executive Services - Travel (Mileage, Ferries, Parking, Gas, etc.)	82.42	540.00	-457.58	15.26 %
Total 576.20.200 Executive Expenditures	42,811.49	48,400.00	-5,588.51	88.45 %
576.20.400.00.00 Pool Expenditures				
576.20.400.10.00 Pool Salaries & Wages				
576.20.400.10.10 Pool S&W - Lifeguards	59,305.65	55,602.00	3,703.65	106.66 %
576.20.400.10.20 Pool S&W - Instructors	32,795.38	27,141.00	5,654.38	120.83 %
576.20.400.10.30 Pool S&W - Head Guards	36,115.08	43,275.00	-7,159.92	83.45 %
576.20.400.10.40 Pool S&W - Aquatics	45,593.81	45,830.00	-236.19	99.48 %

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Manager				
576.20.400.10.50 Pool S&W - Assistant Aquatics Managers	22,665.14	28,000.00	-5,334.86	80.95 %
576.20.400.10.60 Pool S&W - Front Desk	34,357.31	39,197.00	-4,839.69	87.65 %
576.20.400.10.70 Pool S&W - Overtime	1,103.25		1,103.25	
576.20.400.10.80 Pool S&W - Other Taxable Compensation (Benefits Stipend)	10,473.52	11,359.00	-885.48	92.20 %
576.20.400.10.90 Miscellaneous Payroll expense (Garnishment)	14.27		14.27	
Total 576.20.400.10.00 Pool Salaries & Wages	242,423.41	250,404.00	-7,980.59	96.81 %
576.20.400.20.00 Pool Personnel Benefits				
576.20.400.20.11 Pool Benefits - FICA	22,156.25	19,040.00	3,116.25	116.37 %
576.20.400.20.12 Pool Benefits - WA Unemployment	11,869.78	4,760.00	7,109.78	249.37 %
576.20.400.20.13 Pool Benefits - L & I	2,803.87	2,380.00	423.87	117.81 %
Total 576.20.400.20.00 Pool Personnel Benefits	36,829.90	26,180.00	10,649.90	140.68 %
576.20.400.30.00 Pool Supplies				
576.20.400.30.10 Pool Supplies - Program Supplies and Equipment				
576.20.400.30.11 Pool Supplies - Program, Exercise Classes	179.40	160.00	19.40	112.13 %
576.20.400.30.12 Pool Supplies - Program, Swim Classes/Instruction	761.62	1,500.00	-738.38	50.77 %
576.20.400.30.13 Pool Supplies - Program, Special Events	889.86	1,160.00	-270.14	76.71 %
576.20.400.30.14 Pool Supplies - Program, Staff Uniforms	1,647.70	1,660.00	-12.30	99.26 %
576.20.400.30.15 Pool Supplies - Program, Safety Equipment	1,368.17	1,870.00	-501.83	73.16 %
Total 576.20.400.30.10 Pool Supplies - Program Supplies and Equipment	4,846.75	6,350.00	-1,503.25	76.33 %
576.20.400.30.20 Pool Supplies - Maintenance and Repairs Supplies				
576.20.400.30.21 Pool Supplies - Maint., Pool Chemicals	8,345.29	8,860.00	-514.71	94.19 %
576.20.400.30.22 Pool Supplies - Maint., Janitorial	5,131.67	3,660.00	1,471.67	140.21 %
576.20.400.30.23 Pool Supplies - Maint., Tools and Equipment	1,392.49	500.00	892.49	278.50 %
576.20.400.30.24 Pool Supplies - Maint., Groundskeeping/Landscaping	385.18	500.00	-114.82	77.04 %
Total 576.20.400.30.20 Pool Supplies - Maintenance and Repairs Supplies	15,254.63	13,520.00	1,734.63	112.83 %
576.20.400.30.30 Pool Supplies - Resale Inventory	2,561.51	1,000.00	1,561.51	256.15 %
576.20.400.30.40 Pool Supplies -	107.95	160.00	-52.05	67.47 %

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Miscellaneous				
Total 576.20.400.30.00 Pool Supplies	22,770.84	21,030.00	1,740.84	108.28 %
576.20.400.40.00 Pool Services				
576.20.400.40.10 Pool Svcs. - Transaction Services/Merchant Fees	4,220.02	4,000.00	220.02	105.50 %
576.20.400.40.20 Pool Svcs. - Translation Services	766.21	1,000.00	-233.79	76.62 %
576.20.400.40.30 Pool Svcs. - Advertising & Promotion				
576.20.400.40.31 Pool Svcs. - A&P, Material Development	660.00	2,500.00	-1,840.00	26.40 %
576.20.400.40.32 Pool Svcs. - A&P, Printing & Copying	2,199.75	3,330.00	-1,130.25	66.06 %
576.20.400.40.33 Pool Svcs. - Ads/Postings	930.00	500.00	430.00	186.00 %
576.20.400.40.34 Promotional Supplies	521.67		521.67	
Total 576.20.400.40.30 Pool Svcs. - Advertising & Promotion	4,311.42	6,330.00	-2,018.58	68.11 %
576.20.400.40.40 Pool Svcs. - Staff Development				
576.20.400.40.42 Pool Svcs. - Staff Dev., Tuition/Registration Fees		1,870.00	-1,870.00	
Total 576.20.400.40.40 Pool Svcs. - Staff Development		1,870.00	-1,870.00	
576.20.400.40.50 Pool Svcs. - Rentals and Leases				
576.20.400.40.51 Pool Svcs. - Rentals & Leases, Equipment	452.00	830.00	-378.00	54.46 %
576.20.400.40.52 Pool Svcs. - Rentals & Leases, Facility Ground Lease	512.50	9,580.00	-9,067.50	5.35 %
Total 576.20.400.40.50 Pool Svcs. - Rentals and Leases	964.50	10,410.00	-9,445.50	9.27 %
576.20.400.40.60 Pool Svcs. - Utilities				
576.20.400.40.61 Pool Svcs. - Utilities, Electrical	12,476.98	13,330.00	-853.02	93.60 %
576.20.400.40.62 Pool Svcs. - Utilities, Gas	37,888.79	40,000.00	-2,111.21	94.72 %
576.20.400.40.63 Pool Svcs. - Utilities, Water	3,570.03	3,500.00	70.03	102.00 %
576.20.400.40.64 Pool Svcs. - Utilities, Sewer	929.81	6,600.00	-5,670.19	14.09 %
576.20.400.40.65 Pool Svcs. - Utilities, Garbage Collection		830.00	-830.00	
Total 576.20.400.40.60 Pool Svcs. - Utilities	54,865.61	64,260.00	-9,394.39	85.38 %
576.20.400.40.70 Pool Svcs. - Repairs and Maintenance Services				
576.20.400.40.72 Pool Svcs. - Repairs & Maint., Facility	14,520.45	16,660.00	-2,139.55	87.16 %
576.20.400.40.73 Pool Svcs. - Repairs & Maint., Equipment	3,115.76	3,330.00	-214.24	93.57 %

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Total 576.20.400.40.70 Pool Svcs. - Repairs and Maintenance Services	17,636.21	19,990.00	-2,353.79	88.23 %
576.20.400.40.80 Pool Svcs. - Travel (Mileage, Ferries, Parking, Gas, etc.)		160.00	-160.00	
576.20.400.40.90 Pool Svcs. - Miscellaneous Services				
576.20.400.40.91 Pool Svcs. - Misc., Scholarship Fund	10,245.37	8,889.00	1,356.37	115.26 %
576.20.400.40.92 Pool Svcs. - Misc., Red Cross (pass through)	991.00	160.00	831.00	619.38 %
576.20.400.40.93 Pool Svcs. - Misc., Aerobics Partner (pass through)		1,660.00	-1,660.00	
576.20.400.40.93 Pool Svcs. - Misc., Other Service		830.00	-830.00	
Total 576.20.400.40.90 Pool Svcs. - Miscellaneous Services	11,236.37	11,539.00	-302.63	97.38 %
Total 576.20.400.40.00 Pool Services	94,000.34	119,559.00	-25,558.66	78.62 %
Total 576.20.400.00.00 Pool Expenditures	396,024.49	417,173.00	-21,148.51	94.93 %
Total 576.20.00.00 Culture & Recreation - Park Facility	452,372.24	482,753.00	-30,380.76	93.71 %
576.20.300 Shared Expenditures				
576.20.300.30.00 Shared Supplies				
576.20.300.30.00 Office/Computer Supplies & Equipment				
576.20.300.30.11 Office Supplies (Consumables)	723.07	830.00	-106.93	87.12 %
576.20.300.30.12 Printing & Copying Supplies (Consumables)	317.16	750.00	-432.84	42.29 %
576.20.300.30.13 Office Equipment (Non-Consumable)	957.48	830.00	127.48	115.36 %
Total 576.20.300.30.00 Office/Computer Supplies & Equipment	1,997.71	2,410.00	-412.29	82.89 %
Total 576.20.300.30.00 Shared Supplies	1,997.71	2,410.00	-412.29	82.89 %
576.20.300.40.00 Shared Services				
576.20.300.40.10 IT/Computer Service	424.14	2,830.00	-2,405.86	14.99 %
576.20.300.40.20 Legal Services	5,058.33	11,450.00	-6,391.67	44.18 %
576.20.300.40.30 Communications				
576.20.300.40.31 Telephone	181.28	546.00	-364.72	33.20 %
576.20.300.40.32 Postage	44.87	410.00	-365.13	10.94 %
576.20.300.40.33 Website & Email Hosting	2,407.95	410.00	1,997.95	587.30 %
576.20.300.40.34 Internet/VoIP Phones	6,956.40	7,160.00	-203.60	97.16 %
576.20.300.40.35 Software Programs (non-financial)	1,339.74	1,120.00	219.74	119.62 %
576.20.300.40.37 Printing & Copying Services	3,960.00	2,500.00	1,460.00	158.40 %
Total 576.20.300.40.30 Communications	14,890.24	12,146.00	2,744.24	122.59 %
576.20.300.40.40 Bank Charges	759.50	1,500.00	-740.50	50.63 %
576.20.300.40.50 Payroll Service	4,374.85	2,350.00	2,024.85	186.16 %
576.20.300.40.60 Membership Dues	700.00	800.00	-100.00	87.50 %

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
576.20.300.40.70 Miscellaneous Shared Services	0.02	830.00	-829.98	0.00 %
576.20.300.40.80 Risk Management Services				
576.20.300.40.81 Security & Fire Alarms	3,960.65	3,470.00	490.65	114.14 %
576.20.300.40.82 Pest Control	489.62	660.00	-170.38	74.18 %
576.20.300.40.83 Insurance	12,405.95	12,420.00	-14.05	99.89 %
Total 576.20.300.40.80 Risk Management Services	16,856.22	16,550.00	306.22	101.85 %
576.20.300.40.90 Financial Services				
576.20.300.40.91 Accounting Services (Independant)	7,098.35	10,410.00	-3,311.65	68.19 %
576.20.300.40.92 CPA	5,196.00	8,330.00	-3,134.00	62.38 %
576.20.300.40.93 Financial Software Programs		410.00	-410.00	
Total 576.20.300.40.90 Financial Services	12,294.35	19,150.00	-6,855.65	64.20 %
Total 576.20.300.40.00 Shared Services	55,357.65	67,606.00	-12,248.35	81.88 %
576.20.300.50.00 Shared Intergovernmental Services				
576.20.300.50.10 External Taxes and Operating Assessments	49.00	4,160.00	-4,111.00	1.18 %
576.20.300.50.40 Annual Permits	593.00	660.00	-67.00	89.85 %
576.20.300.50.60 State Audit		4,160.00	-4,160.00	
Total 576.20.300.50.00 Shared Intergovernmental Services	642.00	8,980.00	-8,338.00	7.15 %
Total 576.20.300 Shared Expenditures	57,997.36	78,996.00	-20,998.64	73.42 %
586.00.300.00.00 Sales Tax Paid	4,056.77	4,780.00	-723.23	84.87 %
591.76.300.70.00 Debt Service Principle				
591.76.300.70.10 City Bridge Loan Principal	96,803.73	88,070.00	8,733.73	109.92 %
591.76.300.70.20 Loans and Bonds Principal	46,537.07	46,869.00	-331.93	99.29 %
Total 591.76.300.70.00 Debt Service Principle	143,340.80	134,939.00	8,401.80	106.23 %
592.76.300.80.00 Debt Service Interest				
592.76.300.80.10 City Bridge Loan Interest	14,532.55	13,285.00	1,247.55	109.39 %
592.76.300.80.20 Loans and Bonds Interest	10,027.93	9,697.00	330.93	103.41 %
Total 592.76.300.80.00 Debt Service Interest	24,560.48	22,982.00	1,578.48	106.87 %
595.76.300.00.00 Park Facility Improvements & New Construction (CIP)				
595.76.300.30.00 CIP Supplies	25,917.53	25,000.00	917.53	103.67 %
595.76.300.40.00 CIP Services	23,977.25	25,000.00	-1,022.75	95.91 %
Total 595.76.300.00.00 Park Facility Improvements & New Construction (CIP)	49,894.78	50,000.00	-105.22	99.79 %
597.00.300.00.00 Transfers Out				
597.00.300.00.10 Capital Improvement		0.00	0.00	

Fund	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Total 597.00.300.00.00 Transfers Out		0.00	0.00	
Unapplied Cash Bill Payment Expense	9.50		9.50	
Total Expenses	\$732,231.93	\$774,450.00	\$ -42,218.07	94.55 %
NET OPERATING INCOME	\$124,797.56	\$ -18,579.00	\$143,376.56	-671.71 %
OTHER INCOME				
361.10.00 Interest and Other Earnings	1,309.82	700.00	609.82	187.12 %
367.10.00 Contributions from Private Sources				
367.10.10 Cash Donations		200.00	-200.00	
Total 367.10.00 Contributions from Private Sources		200.00	-200.00	
369.91.00 Other Miscellaneous Income	110.78		110.78	
369.91.10 Scholarship Funds Applied	10,245.37	8,889.00	1,356.37	115.26 %
Total 369.91.00 Other Miscellaneous Income	10,356.15	8,889.00	1,467.15	116.51 %
397.00.00 Transfers In				
397.00.10 Transfers In - CIP Account		0.00	0.00	
Total 397.00.00 Transfers In		0.00	0.00	
Total Other Income	\$11,665.97	\$9,789.00	\$1,876.97	119.17 %
OTHER EXPENSES				
Ask My Accountant	0.00		0.00	
Duplicate Credit Card Transactions		-1,551.63	1,551.63	
Duplicate Deposits		-1,360.00	1,360.00	
Duplicate Payroll Transactions		313.29	-313.29	
Total Ask My Accountant	0.00	-2,598.34	2,598.34	0.00 %
Reconciliation Discrepancies	-150,000.00	-150,000.00	0.00	100.00 %
Transfer Activity				
City Bridge Loan Principle	-88,018.16		-88,018.16	
Loans and Bonds Principle	-46,537.07		-46,537.07	
Total Transfer Activity	-134,555.23		-134,555.23	
Total Other Expenses	\$ -284,555.23	\$ -152,598.34	\$ -131,956.89	186.47 %
NET OTHER INCOME	\$296,221.20	\$162,387.34	\$133,833.86	182.42 %
NET INCOME	\$421,018.76	\$143,808.34	\$277,210.42	292.76 %



State of Washington
Department of Revenue
PO Box 47464
Olympia, WA 98504-7464

**October 2016
Combined Excise Tax Return**

**603-151-833
TUKWILA POOL METROPOLITAN PARK DISTRICT**

State Business and Occupation Section

Taxes

Line Code	Tax Classification	Gross Amount	Total Deductions	Taxable Amount	Rate	Tax Due
0004	Service and Other Activities; Gambling Contests of Chance (less than \$50,000 a year)	14,273.38	14,273.38	0.00	0.0150	0.00
0002	Retailing	4,123.30	4,123.30	0.00	0.00471	0.00
		18,396.68	18,396.68	0.00		0.00

Deductions

Deduction Code	Tax Classification	Deduction Name	Amount
000499	Service and Other Activities; Gambling Contests of Chance (less than \$50,000 a year)	Other	14,273.38
000299	Retailing	Other	4,123.30
			18,396.68

Explanations for Other Deductions

Deduction Code	Explanation
000499	499 Tax Exempt Non Enterprise Swimming Pool Lessons and Activities(WAC 45820189)
000299	299 Tax Exempt Non Enterprise Activities and Sales (WAC 45820189)

State Sales and Use Section

Taxes

Line Code	Tax Classification	Gross Amount	Total Deductions	Taxable Amount	Rate	Tax Due
0001	Retail Sales	4,123.30	0.00	4,123.30	0.0650	268.01
		4,123.30	0.00	4,123.30		268.01

Local Sales Section

Line Code	Location Code	Location Name	Taxable Amount	Rate	Tax Due
0045	1729	TUKWILA	4,123.30	0.0300	123.70
			4,123.30		123.70

Summary Section

	Amount
State Business and Occupation Tax Total	0.00
State Sales and Use Tax Total	268.01
Local and Regional Tax Total	123.70
Lodging Tax Total	0.00
Public Utilities Tax Total	0.00
E911 Tax Total	0.00
Other Tax Total	0.00
SubTotal	391.71
Less Total Credits	0.00

Total	391.71
Amount Paid	391.71
Balance	0.00

Additional Information

Confirmation Number	19428355	Date Printed	11/25/2016
Date and Time Submitted	11/25/2016 12:58:37 PM	Tax Registration Number	603-151-833
Payment Type	E-Check	Person Completing Return	Kristine Selleck
Total Amount Paid	391.71	Phone Number	(206)267-2350
Date To Transfer Payment	11/28/2016	E-Mail Address	accounting@tukwilapool.org
Person Authorizing Payment	Alan Dance		

This is a copy for your records.
Please DO NOT MAIL a copy to the Department of Revenue.



Tukwila Pool Metropolitan Park District

TRANSACTION DETAIL CREDIT CARD ACCOUNTS

September 16 - October 15, 2016

DATE	NAME	MEMO/DESCRIPTION	AMOUNT
213.10 US Bank Dave CC - 4167			
09/17/2016	QFC	Fruit and storage bags for special event	32.45
09/17/2016	Costco Wholesale	Pretzels and White Cake for Event	24.88
09/26/2016	Fraud	Fraudulent Charge: Bank has issued a new card and will credit on next statement	1,000.00
10/15/2016	QFC	Fruit for special event	29.30
10/15/2016	Costco Wholesale	Chocolate Cake for Special Event	18.99
Total for 213.10 US Bank Dave CC - 4167			\$1,105.62
213.11 Executive Director Credit Card - 9276			
09/21/2016	Staples	Printed Name Badges (1), Business Cards (500)	50.28
09/24/2016	Staples	Printed Name Badges (5)	87.55
10/01/2016	Craigslis	3 postings: Asst. Aquatics Mgr.	135.00
		-(business/mgt)	
		-(education/teaching)	
10/01/2016	Craigslis	-(salon/spa/fitness)	45.00
		Lifeguards/Swim Inst. job posting (education/teaching)	
10/01/2016	Craigslis	Lifeguards/Swim Inst. job posting (salon/spa/fitness)	45.00
10/01/2016	McLendon's	Fly Swatter Extendable-Swim Lesson Supplies	19.68
10/03/2016	JoAnn Fabric and Craft Store	Foamies-Swim Lesson Supplies	9.48
10/06/2016	Costco Wholesale	Water Bottles for Resale	16.96
10/06/2016	Adobe	Acrobat Pro DC Subscription (one-year)	16.41
10/11/2016	When To Work	When to Work employee scheduling payment	30.00
Total for 213.11 Executive Director Credit Card - 9276			\$455.36
576.20.00.00 Culture & Recreation - Park Facility			\$376.74
576.20.300 Shared Expenditures			\$184.24
Ask My Accountant			\$1,000.00

TPAC REPORT

On Nov 19th TPAC met at TCC

Items discussed were : staffing updates, signage and marketing

Postings have gone out for Aquatics manager and for a 5th member for TPAC

Signage /mural ideas : Jacque Carroll suggested reaching out to area art schools and looking into 4 culture grant

Programing updates included trying a future parents night out, reaching out to re establish the turtles and a pizza at the pool for high schoolers

Commissioners Vanessa Jeri and myself will be volunteering for the TCC Spirit of giving event on Dec 10th , perhaps future pool pass donation for this event ?

INFORMATIONAL MEMORANDUM

Tukwila Pool Metropolitan Park District

TO: **Tukwila Pool MPD Board of Commissioners**

FROM: Vanessa Zaputil, TPMPD Board President

DATE: November 28, 2016

SUBJECT: **TPAC Re-Appointments: Position #4 and Position #5**

ISSUE

Should the BOC re-appoint Sharon Shipman (TPAC Position #4) and Aaron Shipman (TPAC Position #5) to the Tukwila Pool Advisory Committee?

FINANCIAL IMPACT

None.

BACKGROUND

TPAC positions #4 and #5 are two year terms that expire on Dec.31, 2016. Sharon Shipman and Aaron Shipman were appointed at the September, 2016 BOC meeting to fill vacated seats.

DISCUSSION

Both Sharon Shipman and Aaron Shipman have been valued members of TPAC and their regular contributions at meetings have provided the TPMPD Board and staff with important and necessary community input. They have both volunteered to be TPAC representatives on the TPMPD Aquatics Manager Hiring Committee and have indicated a willingness to assist with instructor training research.

RECOMMENDATIONS

It is recommended that the BOC move to:

- a) Appoint Sharon Shipman to TPAC Position #4, with a term ending Dec. 31st, 2018.
- b) Appoint Aaron Shipman to TPAC Position #5 with a term ending Dec. 31st, 2018.

INFORMATIONAL MEMORANDUM

Tukwila Pool Metropolitan Park District

TO: **Tukwila Pool MPD Board of Commissioners**

FROM: Vanessa Zaputil, TPMPD Board President

DATE: November 28, 2016

SUBJECT: **Ad-Hoc Committees**

ISSUE

Should the BOC consider concluding inactive Ad-Hoc committees and converting the Program Committee to a Standing Committee?

FINANCIAL IMPACT

None.

BACKGROUND

It has been the preference of the BOC to create smaller Ad-Hoc committees to research business items and work with staff to bring the items to the Board with recommendations for consideration. The TPMPD has created several Ad-Hoc committees over the past twelve months, with all but two ad-hoc committee having completed its intended purpose and recommendations.

DISCUSSION

The following Ad-Hoc committees have concluded their single purpose functions:

- District Organizational Committee
- ED Hiring Process Committee
- ED Screening Committee
- Facility Tour Committee
- Admin. Director Transition Committee
- Commissioner Appointment Process Committee
- Leave Policy Committee

The following Ad-Hoc committee has adequate continuing items to be considered for conversion to a Standing Committee:

- Programming Committee

RECOMMENDATIONS

It is recommended that the BOC move to:

- a) Sunset the District Organizational, ED Hiring Process, ED Screening, Facility Tour, Admin. Director Transition, Commissioner Appointment Process and Leave Policy Ad-Hoc Committees.
- b) Convert the Programming Ad-Hoc Committee to a Standing Committee.

INFORMATIONAL MEMORANDUM

Tukwila Pool Metropolitan Park District

TO: **Tukwila Pool MPD Board of Commissioners**

FROM: Vanessa Zaputil, TPMPD Board President

DATE: November 28, 2016

SUBJECT: **2017 BOC Meeting Schedule**

ISSUE

The TPMPD annually sets the Regular Meeting schedule of the BOC by Resolution.

FINANCIAL IMPACT

Cost of meeting space facilities (\$60), transcription (avg. \$360) and Commissioners' stipends (\$342) = \$762 per meeting.

BACKGROUND

Regular Meetings of the TPMPD BOC in 2016 were held at Valley View Sewer District on the second Monday of each month at 6:00pm.

DISCUSSION

The meeting time and location has been acceptable to the Board in 2016. Due to the transition to a new Board, hiring an Executive Director and initiating a major CIP project, there were several additional Special Meetings, particularly in the first quarter of 2016, however looking forward with the structure of an Executive Director and Committees it is anticipated that the work load will be less in 2017.

RECOMMENDATIONS

It is recommended that the BOC approve a Resolution for Regularly scheduled BOC meetings on the second Monday of each month at 6:00pm in 2017 - January 9, February 13, March 13, April 10, May 8, June 12, July 10, August 14, September 11, October 9, November 13 and December 11.

ATTACHMENTS

1. TPMPD BOC 2017 Regularly Scheduled Meetings Resolution
2. Preliminary 2017 Annual Agenda Plan

TUKWILA POOL METROPOLITAN PARK DISTRICT

RESOLUTION # _____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TUKWILA POOL METROPOLITAN PARK DISTRICT ESTABLISHING THE MEETING SCHEDULE FOR THE BOARD OF COMMISSIONERS OF THE TUKWILA POOL METROPOLITAN PARK DISTRICT AND REPEALING RESOLUTION 2015-14 TO CHANGE THE MEETING DAY AND TIME OF THE BOARD OF COMMISSIONERS EFFECTIVE JANUARY 09, 2017.

WHEREAS, RCW 42.30.030 states that all meetings of the governing body of a public agency shall be open and public; and

WHEREAS, all persons shall be permitted to attend any meeting of the governing body of a public agency; and

WHEREAS, it is in the best interest of the Tukwila Pool Metropolitan Park District to inform all citizens of all Tukwila Pool Metropolitan Park District Board of Commissioners meeting days, times and locations;

NOW THEREFORE, THE BOARD OF COMMISSIONERS OF THE TUKWILA POOL METROPOLITAN PARK DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1: Tukwila Pool Metropolitan Park District Board of Commissioners meetings shall be held on the following days during the year 2017: January 9, February 13, March 13, April 10, May 8, June 12, July 10, August 14, September 11, October 9, November 13 and December 11.

Section 2: Tukwila Pool Metropolitan Park District Board of Commissioners meetings shall be held at the Valley View Sewer District conference room, 3460 S 148th Suite 100, Tukwila, WA commencing at 6:00 p.m.

Section 3: Resolution No. 2015-14 is hereby repealed.

PASSED BY THE TUKWILA POOL METROPOLITAN PARK DISTRICT BOARD OF COMMISSIONERS at a Regular Meeting thereof this _____ day of _____, 2016.

ATTEST/AUTHENTICATED:

Jeri Frangello-Anderson, Clerk of the Board

Vanessa Zaputil, President of the Board

Passed by the Commission: _____

Resolution Number: _____

January February March April May Retreat June July August September October November December

ED Perf. Review Committee	EOY Financial		MRSC Roster Contract Renewal	Program Cmte Sept-Dec. Brochure Input	Mid Year Budget Report		Program Cmte Jan-Apr. Brochure Input	State of the District	Tax Levy Public Hearing Resolution	Budget Resolution
Program Cmte May-Sep Brochure Input	Retreat Date			SAO Audit						Officer Selection
Sign/Mural Presentation	Program Cmte Rate Review								Budget Public Hearing	TPAC Appointments
										Transcription Contract
										Accountant Contract
										Attorney Contract
										Meeting Schedule Review Resolution

Key

Financial
Board
Contracts
Operational

INFORMATIONAL MEMORANDUM

Tukwila Pool Metropolitan Park District

TO: **Tukwila Pool MPD Board of Commissioners**
FROM: Jennafer Price Cargill, Executive Director
DATE: December 12, 2016
SUBJECT: **Policy on Employee & Volunteer Background Checks (revised)**

ISSUE

Shall the board adopt a policy and procedures on employee and volunteer background checks?

FINANCIAL IMPACT

Resolution 2016-07 requires that the TPMPD have a policy of this nature, the cost of which is estimated to be approximately \$1000 in the first year and \$500 to \$800 in subsequent years.

BACKGROUND

Resolution 2016-07 was passed on June 13, 2016 requiring a record check through the Washington State Patrol criminal identification system under and through the Federal Bureau of Investigation, including a fingerprint check for all TPMPD employees, volunteers, or independent contractors, who may, in the course of their work or volunteer activity with the District, have unsupervised access to children or vulnerable adults, or be responsible for collecting or disbursing cash or processing credit/debit card transactions.

This policy was developed at the suggestion of WCIA who also provided the Criminal History Disclosure Form template which was added to the TPMPD Employment Application and will support the procedures outlined in section 4.1.

Currently, there are no volunteer positions with the TPMPD or the Tukwila Pool that meet the requirements outlined in the resolution.

The TPMPD Executive Director was trained and certified to take and teach fingerprinting by the State of California, and Washington State recognizes these qualifications. Therefore, the policy provides for fingerprinting in-house or by a third party as needed.

DISCUSSION

Do the attached policy & procedures (including a revision to Section 4.4 ensuring that new employees remain closely supervised until their background check clears) adequately provide for employee and volunteer background checks?

LEGAL REVIEW

The original policy was reviewed as to form by TPMPD Attorney Brian Snure.

RECOMMENDATION

It is recommended that the board adopt the attached policy either as written or with amendments as needed.

ATTACHMENTS

1. Draft Policy 430 (revised) - Criminal Background Checks
2. Addendum 430-A Criminal History Disclosure Form

430 – Criminal Background Checks

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1.0 Policy

The Tukwila Pool Metropolitan Park District (District) requires background checks in compliance with RCW 35.61.130 for all employees, volunteers, or independent contractors, who may, in the course of their work or volunteer activity with the District, have unsupervised access to children or vulnerable adults, or be responsible for collecting or disbursing cash or processing credit/debit card transactions.

1. When necessary, as determined by the District, prospective employees, volunteers, or independent contractors may be employed on a conditional basis pending completion of the investigation.
2. If the prospective employee, volunteer, or independent contractor has had a record check within the previous twelve months, the District may waive the requirement upon receiving a copy of the record.
3. The District may in its discretion require that the prospective employee, volunteer, or independent contractor pay the costs associated with the record check.
4. The District shall provide a copy of the record report to the employee, volunteer, or independent contractor.

2.0 Purpose

Because the Tukwila Pool Metropolitan Park District provides services to children under the age of 16, developmentally disabled persons and vulnerable adults the District needs adequate information to properly screen prospective employees and/or volunteers who have unsupervised access to these groups. Additionally, most Tukwila Pool employees are responsible for collecting or disbursing cash or processing credit/debit card transactions.

3.0 Definitions

Applicant: (1) any prospective employee who is responsible for collecting or disbursing cash or processing credit/debit card transactions or will or may have unsupervised access to children under sixteen years of age, developmentally disabled persons or vulnerable adults during the course of his or her employment or involvement with the District. (2) any prospective volunteer who will have regularly scheduled unsupervised access to children under sixteen years of age, developmentally disabled persons or vulnerable adults during the course of his or her employment or involvement with the District.

Conviction record: "conviction record" information as defined in RCW [10.97.030](#) and [10.97.050](#) relating to a crime committed by either an adult or a juvenile. It does not include a conviction for an offense that has

been the subject of an expungement, pardon, annulment, certificate of rehabilitation, or other equivalent procedure based on a finding of the rehabilitation of the person convicted, or a conviction that has been the subject of a pardon, annulment, or other equivalent procedure based on a finding of innocence. It does include convictions for offenses for which the defendant received a deferred or suspended sentence, unless the record has been expunged according to law.

Crime against children or other persons: a conviction of any of the following offenses: Aggravated murder; first or second degree murder; first or second degree kidnapping; first, second, or third degree assault; first, second, or third degree assault of a child; first, second, or third degree rape; first, second, or third degree rape of a child; first or second degree robbery; first degree arson; first degree burglary; first or second degree manslaughter; first or second degree extortion; indecent liberties; incest; vehicular homicide; first degree promoting prostitution; communication with a minor; unlawful imprisonment; simple assault; sexual exploitation of minors; first or second degree criminal mistreatment; endangerment with a controlled substance; child abuse or neglect as defined in RCW [26.44.020](#); first or second degree custodial interference; first or second degree custodial sexual misconduct; malicious harassment; first, second, or third degree child molestation; first or second degree sexual misconduct with a minor; commercial sexual abuse of a minor; child abandonment; promoting pornography; selling or distributing erotic material to a minor; custodial assault; violation of child abuse restraining order; child buying or selling; prostitution; felony indecent exposure; criminal abandonment; or any of these crimes as they may be renamed in the future.

Crimes relating to financial exploitation: a conviction for first, second, or third degree extortion; first, second, or third degree theft; first or second degree robbery; forgery; or any of these crimes as they may be renamed in the future.

Unsupervised: not in the presence of (a) another employee or volunteer from the District or, (b) any relative or guardian of any of the children or developmentally disabled persons or vulnerable adults to which the applicant has access during the course of his or her employment or involvement with the District.

Vulnerable adult: vulnerable adult" as defined in chapter [74.34](#) RCW, except that for the purposes of requesting and receiving background checks pursuant to RCW [43.43.832](#), it shall also include adults of any age who lack the functional, mental, or physical ability to care for themselves.

4.0 Procedures

Under the Child and Adult Abuse Information Act, requests for criminal history records information (CHRI) are limited to businesses or organizations licensed in the state of Washington; any agency of the state; or other governmental entities that educate, train, treat, supervise, house or provide recreation to developmentally disabled persons, vulnerable adults or children under the age of 16.

4.1 Notices on Applications

The District requires proper screening of all prospective applicants. If the District determines that a particular job or volunteer position requires a clear background check, the District will indicate this as a required qualification on the job description, volunteer assignment documentation, internal job postings, outside advertisements and/or written conditional job offers. In the case of existing employees who seek transfer or promotion to such a job, this same information should be made available to them when interest in changing positions is first discussed. This provision of advance notice applies only to hires that take place after the policy is in force and will help defend a claim that the background check is being unfairly applied to employees on the basis of race, gender or other factors.

RCW 43.43.834 requires an entity to notify an applicant who may be offered a position as an employee or volunteer that a background check inquiry may be made before the organization actually makes the request for a conviction record to the WSP. Therefore, all TPMPD job descriptions shall include information on the background check requirement. Also, all employment

applications shall include a criminal history form (see Addendum 430-A) which asks the applicant to first disclose whether he or she:

- 4.1.1 *has been convicted of a crime*
- 4.1.2 *has had finding made against him or her in any civil adjudicative proceeding as defined in RCW 43.43.830; or*
- 4.1.3 *has both a conviction under 4.1.1 and findings made against him or her under 4.1.2) of this subsection.*

4.2 Obtaining Criminal Record

The District will request a Criminal History Record Inquiry (CHRI) through the Washington State Patrol (WSP) and through the Department of Justice (FBI) for nationwide review. Fingerprint cards may be completed in-house or through a 3rd party to be determined by the Executive Director.

4.3 Screening the Criminal Record

The CHRI should be limited to the subject's conviction record. Upon receipt of the CHRI, the District will screen the conviction record for crimes which would eliminate the candidate from consideration for employment or volunteer positions as are outlined RCW 43.43.830 and this policy. Once the results have been received by the District, a copy of the report must be provided to the applicant within 10 days. All information obtained from a background check should be retained in accordance with the current Washington State local government record retention schedule.

Under RCW 43.43.834, the District shall use this record only in making the initial employment or engagement decision. Violating this statute could subject the District to a civil action for damages.

4.4 Use Guidelines:

- **New Hires:** Background checks are required for all new hires. This includes all full-time, part-time, temporary part-time employees and volunteers. The background check may be satisfied pursuant to section 1.2 of this policy.
- **Rehires:** A background check is required for all rehires (including volunteers) that have been separated from the District for longer than 90 days. The background check may be satisfied pursuant to section 1.2 of this policy.
- **Eligibility to Start:** New hires or rehires may begin working immediately at the Tukwila Pool provided they are closely supervised (i.e. a supervisor has eyes on them and is within arm's distance from them) until their CHRI has returned and cleared them for unsupervised work. This means they are prohibited from the following activities unless they are closely supervised at all times:
 - Collecting or disbursing cash or processing credit/debit card transactions
 - Working in contact or being alone with children under sixteen years of age, developmentally disabled persons or vulnerable adults

4.5 Verification of Background Checks

The results of the background check will be sent directly to the Executive Director who will review the report. If any discrepancies or criminal history are noted the Executive Director will make the final determination. The District reserves the right to consult with legal counsel.



CRIMINAL HISTORY DISCLOSURE FORM

Washington law (RCW 35.61.130) and the Tukwila Pool Metropolitan Park District (TPMPD) require all applicants applying for employment with the TPMPD submit to a criminal background check through the Washington State Patrol and the Department of Justice (FBI).

“Convictions” include judge or jury verdicts, guilty pleas, “Alford” pleas, pleas of “nolo contendere,” convictions arising from military service, or criminal offenses resulting in deferred or suspended sentences. Convictions includes felonies and misdemeanors.

The information collected by this form will be maintained in accordance with state law.

1. Have you ever been convicted of a crime? *(please note that answering “Yes” will not automatically disqualify you for employment)*

ANSWER: YES _____ NO _____

If YES, explain below. For each conviction, identify your name at the time of the conviction (if different from today), the underlying crime, the date of conviction, the sentence, and the jurisdiction (county/state or city/state) where the conviction was entered.

2. Have you ever had findings made against you in any judicial or administrative adjudicative proceeding that resulted in a finding of, or upholds an agency finding of, domestic violence, abuse, sexual abuse, neglect, abandonment, violation of a professional licensing standard regarding a child or vulnerable adult, or exploitation or financial exploitation of a child or vulnerable adult?

ANSWER: YES _____ NO _____

If YES, explain below for each such finding.



CRIMINAL HISTORY DISCLOSURE FORM (Page 2)

By signing below, I certify, under penalty of perjury under the laws of the State of Washington, that the information provided on this form is true, correct, and complete. I understand that if I am hired, I can be discharged for any misrepresentations or omissions in this form. I further understand that if I am hired, the TPMPD will do a criminal background check through the Washington State Patrol criminal identification system and through the Federal Bureau of Investigation, including a fingerprint check, and that my employment with the TPMPD is contingent upon successful passage of this background check.

*Pursuant to Washington law, RCW 43.43.834, each applicant must be notified that a criminal background check will be conducted. Once an inquiry is made, an employer **must** notify an applicant of the Washington State Patrol's response within ten (10) days after the response is received. The employer **must** provide a copy of the response to the applicant and shall notify the applicant of such availability. The employer is responsible for any fees charged by Washington State Patrol for a criminal background check. Records provided by the Washington State Patrol and Department of Justice (FBI) shall **only** be used by an employer for initial employment decisions and shall be kept confidential.*

Applicant Name (Print) _____

Alias/Maiden Names _____

Date of Birth _____

Applicant Signature _____

Date Signed _____

Signed in _____, Washington

INFORMATIONAL MEMORANDUM

Tukwila Pool Metropolitan Park District

TO: **Tukwila Pool MPD Board of Commissioners**

FROM: Vanessa Zaputil, TPMPD Board President

DATE: November 28, 2016

SUBJECT: **2017 BOC Officer Appointment**

ISSUE

TPMPD BOC Officer selection for 2017.

FINANCIAL IMPACT

None.

BACKGROUND

The TPMPD Bylaws Article 5 states:

- a) Section 1 -Appointment of Officers: Each Year at the last public meeting, the TPMPD Board shall appoint the President of the Board for the following year, and the Clerk of the Board for the following year, by majority vote of the quorum of the TPMPD Board in attendance at the meeting.
- b) Section 2 -Terms of Officers: The President or Clerk of the Board of Commissioners may not serve two consecutive terms unless the first term is less than six months. The officers of the TPMPD Board shall serve until December 31st, or until a successor is appointed by the TPMPD Board, the failure to appoint a successor as provided herein shall not operate as a removal of the existing officers.

DISCUSSION

In accordance with the TPMPD Bylaws the Board shall, at its December Regular Meeting, vote and appoint the TPMPD President and Clerk for 2017.

RECOMMENDATIONS

It is recommended that the BOC move to:

- a) Appoint a TPMPD Board President for 2017.
- b) Appoint a TPMPD Clerk for 2017.

INFORMATIONAL MEMORANDUM

Tukwila Pool Metropolitan Park District

TO: **Tukwila Pool MPD Board of Commissioners**

FROM: Jennafer Price Cargill, Executive Director (on behalf of the Finance Committee)

DATE: December 12, 2016

SUBJECT: **Proposed 2017 TPMPD Salary & Wage Schedule**

ISSUE

Shall the TPMPD adopt a revised standardized pay schedule?

FINANCIAL IMPACT

It is estimated that the average rate of pay for our staff will go up by \$0.84 per hour with this schedule, which is a bit higher than from the previous schedule. Estimated cost impact for 2017 is approximately \$17,100.

BACKGROUND

In June 2016 an Employee Salary & Wage Schedule was passed by the Board. This schedule included a base rate for Lifeguards of \$10.50 per hour.

Since then, Initiative 1433 was passed by Washington voters which includes required increases in the state minimum wage. In 2017, the state minimum wage will rise from \$9.55 an hour to \$11.00 per hour. Further increases are expected in 2018 (\$11.50), 2019 (\$12.00) and 2020 (\$13.50).

DISCUSSION

The Finance Committee has created a system that will allow our staff to be compensated at minimum rate higher than the state minimum wage, so that we can remain competitive in the job market.

Our primary challenge was to maintain the standards set forth in our employee policy of equal pay for equal work, while adjusting the lower end of the wage spectrum. This meant that our more longer-serving personnel would naturally have to rise along with the newer staff in order to retain them and reward their experience.

Additional features of this new schedule include increased wages for certifications that are highly valued, and another premium for staff who are willing to work the 5am shift. Also, staff who work consistently throughout the year achieve their Step increases more quickly than those who only work at the pool a few months per year.

The attached document is in two parts:

- The first two pages explain the policy and methodology behind the system.
- The second two pages show actual wages being paid currently, and how those will adjust in 2017. People who are in Step A in 2016 will stay in Step A into 2017 until they attain the requirements to move up a Step (either on their anniversary date or after having worked the minimum number of hours required for their position, whichever comes later).

RECOMMENDATION

It is recommended that the TPMPD Board of Commissioners adopt the proposed 2017 Salary and Wage schedule either as presented or with amendments.

ATTACHMENTS

1. 2017 Proposed TPMPD Wage & Pay Schedule

Appendix A

TPMPD Salary and Wage Schedule

Effective Jan 1, 2017

TPMPD Positions:

- Lifeguard
- Instructor
- Water Exercise Instructor
- Front Desk Attendant
- Bookkeeper
- Assistant Manager
- Aquatics Manager
- Executive Director

For all positions, wage increases are earned in Steps as outlined below, based on experience and satisfactory performance. Only time worked at the current position counts toward a Step increase for that position. One additional Step increase “credit” may be given when moving to a position of lower authority. As outlined in Section 6.4.8 of the Employee Handbook, paid time off (floating holidays, sick leave and vacation leave) does not count toward hours worked. Finally, the amount listed in Step F is the highest that can be earned for that position under this schedule.

Lifeguards and Instructors (including Water Exercise Instructors)

- A Lifeguard or Instructor working a Lifeguard shift is paid the Lifeguard rate. Instructors are eligible to receive a \$1 per hour premium for the time they spend instructing students.
- A Lifeguard who works the opening shift Monday through Friday is eligible for a \$1 per hour premium for that shift. This premium does not apply to those who are scheduled after opening (5:45 am).
- An ‘active month’ is defined as one in which the Lifeguard or Instructor worked at least 40 hours or more over 30 days (equal to 5 eight-hour shifts per month or about 1 per week).
- New hires may qualify to enter at a higher Step based on previous experience in an equivalent position.
 - 1 Step up requires a minimum of 12 active months of previous equivalent experience.
 - 2 Steps up requires a minimum of 24 active months of previous equivalent experience.
 - 3 Steps up requires a minimum of 36 active months of previous equivalent experience.
- Additionally, Lifeguards with certain high value certifications (such as Lifeguard Instructor, WSI Trainer, etc.) may be qualified for a one Step increase per certification. This increase will remain in effect as long as the certification is valid. The increase would be eliminated if the certification expires, but will go into effect again once the certificate is renewed.
- A Tukwila Pool Lifeguard or Instructor must be satisfactorily employed by the Tukwila Pool for 12 active months or work a minimum of 500 hours to move up to the next Step, whichever comes later. For example:
 - Lifeguard X regularly works 2 shifts per week throughout the year and will be eligible for a Step increase after 12 months. If they obtain their LGI Certification, they may move up another Step.
 - Lifeguard Y works one or two shifts per month during the school year and 30 hours per week during the summer season and will be eligible for a Step increase after they have accrued 500 hours.
 - Lifeguard Z worked 2 shifts per week throughout the year but was put on a 3-month probation for a performance-related issue and will be eligible for Step increase after 15 months.

Front Desk Attendant

- Step A represents the entry/hiring rate for this position.
- An 'active' month is defined as one in which the Front Desk Attendant worked at least 40 hours or more within 30 days (equal to 5 eight-hour shifts per month or about 1 per week).
- As with the Lifeguard/Instructor positions, Front Desk Attendants must be satisfactorily employed by the Tukwila Pool for 12 active months or a minimum of 500 hours to move up to the next Step, whichever comes later.
- The Front Desk Lead position is assigned expanded responsibilities and tasks. This position is not based on seniority, but on experience and capacity.

Bookkeeper (Experience required)

- A Bookkeeper must work at least 40 hours or more over 30 days to remain active.
- A Bookkeeper must be satisfactorily employed by the Tukwila Pool for 12 active months or work a minimum of 500 hours to move up to the next Step, whichever comes later.

Assistant Aquatics Manager

- An 'active month' is defined as one in which the Assistant Aquatics Manager has worked at least 104 hours or more over 30 days (equal to about 24 hours per week).
- New hires may qualify to enter at a higher Step based on previous experience in an equivalent position.
 - 1 Step up requires a minimum of 12 active months of previous equivalent experience.
 - 2 Steps up requires a minimum of 24 active months of previous equivalent experience.
 - 3 Steps up requires a minimum of 36 active months of previous equivalent experience.
- For Assistant Aquatics Managers, certain high value certifications or qualifications may qualify them for a one Step increase per qualifying item. This increase will remain in effect only as long as the certification is valid. The increase would be eliminated if the certification expires, but will go into effect again once the certificate is renewed. Examples of high value certifications or qualifications include:
 - Lifeguard Instructor (LGI)
 - Water Safety Instructor Trainer (WSIT)
 - 1 year or more pool maintenance experience (AFO or CPO is not an equivalent substitute)
- An Assistant Aquatics Manager must be satisfactorily employed by the Tukwila Pool for 12 active months or work a minimum of 1500 hours to move up to the next Step, whichever comes later.

Aquatics Manager (Experience Required)

- Step A represents the hiring range for the position. Previous experience and certifications are reflected within the agreed-upon starting salary or entry rate.
- Step increases of \$2080 per year are based solely on 12 months of full-time satisfactory service in the equivalent position at the Tukwila Pool.

Executive Director (Experience Required)

- Step A represents the entry/hiring rate for the position.
- Step increases of \$1456 per year are based solely on 12 months of .70 FTE satisfactory service in the equivalent position at the Tukwila Pool.

CURRENT

	Step A	Step B	Step C	Step D	Step E	Step F
Lifeguard	\$10.50	\$11.50-\$12.00	\$13.00	\$14.00	\$15.00	
Instructor or Opening shift	\$11.50	\$12.50 – \$13.00	\$14.00	\$15.00	\$16.00	
Water Exercise Facilitator					\$15.50	
Front Desk	\$11.00					
Front Desk Lead		\$14.50				
Bookkeeper	\$15.00					
Assistant Manager	\$18.00		\$20.00			
Manager (1 FTE)	\$47,476 - \$55,000					
Executive Director (.70)	\$45,000					

2017 (WA minimum wage = \$11 per hour)

	Step A	Step B	Step C	Step D	Step E	Step F
Lifeguard	\$11.50	\$12.25	\$13.00	\$14.00	\$15.00	\$16.00
Instructor or Opening shift	\$12.50	\$13.25	\$14.00	\$15.00	\$15.50	\$17.00
Water Exercise Facilitator	\$11.50	\$12.25	\$13.00	\$14.00	\$15.00	\$16.00
Front Desk	\$11.00	\$12.00				
Front Desk Lead	\$12.00	\$13.00	\$14.50			
Bookkeeper	\$15.00	\$16.00				
Assistant Manager	\$18.00	\$19.00	\$20.00	\$21.00	\$22.00	\$23.00
Manager (1 FTE)	\$48,000- \$55,000	\$50,080 - \$57,080				
Executive Director (.70 FTE)	\$45,000	\$46,456				

INFORMATIONAL MEMORANDUM

Tukwila Pool Metropolitan Park District

TO: **Tukwila Pool MPD Board**

FROM: Jennafer Price Cargill, Executive Director
Ellen Gengler, Finance Committee Chair

DATE: **December 12, 2016**

SUBJECT: **Finance Committee Report on 2017 Proposed Budget**

ISSUE

Recap from the Finance Committee Regarding the 2017 TPMPD Budget

FINANCIAL IMPACT

The 2017 Budget defines financial priorities for the year to come.

BACKGROUND

A Finance Committee was formed in August, 2016 to create and recommend a 2017 budget. Commissioner Ellen Gengler was elected to Chair the committee, additional members included Board President Vanessa Zaputil and Executive Director Jennafer Price Cargill. In addition, Kristine Selleck, Secretary of TPAC was a member until her resignation in October, 2016.

The 2017 Budget must be approved by the Board by December 31, 2016.

DISCUSSION

The proposed 2017 budget includes revenues and expenditures for normal operations.

The Budget Committee used a conservative model in their assumptions while creating the 2017 budget recommendation. The assumptions the Finance Committee included are as follows:

- Line 4 – The estimate of 2017 tax levy income is a conservative estimate based on information from King County as of 11/2/2016.
- Line 16 & Line 124 - Revenue in 2017 for swimming instruction was increased by 33% based on the assumption that the pool will attempt to add up to 1 additional staff instructor during all swim instruction sessions to go from 3 classes to 4 classes at a time. Line 16 shows the total possible revenue available through the added instructors but the actual revenue will be wholly dependent on the availability of staff and demand for lessons. Actual expenses for swimming instruction (Line 124) will adjust alongside Line 16 based on the same factors. Additionally, Line 16 has been decreased by \$10,000 based on the assumption that a portion of swim lessons will be paid for through scholarship funds.
- Line 40 & Line 205 – Currently, the board has no capital improvement projects planned for 2017, however adjustments to the CIP list may impact this.
- Line 61 – Although an election will be held in late 2017, the cost for this election will not be billed by King County until 2018.
- Line 111 & Line 119 – A state audit is forecast to occur in 2017
- **New Info:** Lines 124 & 125 - Salaries for lifeguards and instructors include impact from the passage of the Proposed 2017 Wage & Salary Schedule and increased coverage to meet minimum safety expectations.
- Lines 65 & 66 – ED salary & benefits does not reflect the increase included in the 2017 Proposed Schedule.

New categories have been added to the Chart of Accounts for 2017:

- Adult & Youth Free passes for tracking
- Bookkeeper as an employee, rather than an independent contractor
- *Fund for replacement computer equipment (to be rolled over if unused)*

- Fingerprint checks for staff
- *Outreach & Marketing services (project based) – not funded for 2017*
- *Landscaping services – not funded for 2017*

(Items in italics represent items identified as possible new expenditures for 2017.)

Per **Board Policy 510, Section 6.2.2.1**, the General Fund's restricted balance for reserves must be a minimum of a 3-month average of operational expenses, including current debt payments. In this current year, we are not meeting this policy. To meet the requirements for 2017, the restricted beginning balance of 2017 (ending balance of 2016) would need to equal \$237,561*. Currently, we are projected to end the 2016 year at \$238,546.

6.2.1 General Fund (001)

The General Fund is for the District's revenue and operating expenses including expenditures for salaries and wages, benefits, supplies, services, and charges which are necessary to support primary services. Capital Improvement Debt payments are paid through the Capital Improvement Fund (301)

6.2.1.1 General Fund Reserved Balance (Reserve)

The General Fund's targeted restricted General Fund balance for reserves will be a three months of average operational expense that includes current debt payments

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510-4
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Financial Management Policy

Tukwila Pool Metropolitan Park District
Administrative Manual

to a maximum of six months of current operational expense that includes current debt payments, excluding capital expenditures or extraordinary expenses. An extraordinary expense is an accounting term used to describe expenses that are infrequent, unusual, and material in size.

6.2.1.2 Use of General Fund Reserved Balance

The restricted General Fund balance is maintained to:

1. Offset unanticipated downturns and necessary revisions in any general municipal purpose fund; and
2. Provide a sufficient cash flow for daily financial needs at all times.

The current version of the 2017 Draft Budget conservatively estimates that the TPMPD will have a **budget surplus of \$58,541**. This surplus would include increasing the reserve to \$237,561.

During the budgeting process, stake holders were asked to identify (possible) new expenditures for 2017, should funding be available and the Board approve. The state holders included: TPAC, Operations and Finance Committee members. The expenses include:

- ED salary/benefits increase - \$1674
- External Sign - \$15,000
- Staff Training - \$3000
- Landscaping Services - \$2500
- Marketing Services - \$3200
- Noise Abatement set-aside - \$3000
- Door Replacement (cost unknown)

During TPAC's discussion, the following items were identified as priorities: external sign, noise abatement (set aside), staff training and exempt staff merit increases.

Through the budgeting process, the Finance Committee calculates that the 2016 ending balance ***may exceed the currently budgeted \$238,546***. If the 2016 ending balance exceeds the minimum reserve amount of \$237,561, the Finance Committee had expressed an interest in setting that surplus aside for future high dollar expenditures. The discussion was to add the external sign and future noise abatement projects to the CIP fund and deposit the surplus from 2016 to the fund to help cover some of the cost.

RECOMMENDATION

None

ATTACHMENTS

1. Resolution on the 2017 TPMPD Budget
2. Draft 2017 TPMPD Budget
3. 2016 Tax Levy Proceeds

Tukwila Pool Metropolitan Park District

Resolution No. 2016- ____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TUKWILA POOL METROPOLITAN PARK DISTRICT, ADOPTING THE ANNUAL BUDGET OF THE TUKWILA POOL METROPOLITAN PARK DISTRICT FOR THE FISCAL YEAR 2017

WHEREAS, the TPMPD Finance Committee submitted to the Board of Commissioners a budget and estimate of monies required to meet public expenses for the Tukwila Pool Metropolitan Park District for the year 2017; and

WHEREAS, a public hearing on the proposed budget was noticed and held on November 14, 2016;

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE TUKWILA POOL METROPOLITAN PARK DISTRICT HEREBY RESOLVES AS FOLLOWS:

Section 1. The Board of Commissioners of the Tukwila Pool Metropolitan Park District hereby adopts the 2017 Tukwila Pool Metropolitan Park District Budget, incorporated by this reference as fully set forth herein.

Section 2. The total of the estimated revenues and appropriations for the Tukwila Pool Metropolitan Park District is \$1,327,686.

Section 3. A complete copy of the final budget for 2017, as adopted, together with a copy of this adopting resolution, shall be transmitted by the Executive Director to the Division of Municipal Corporations of the Office of the State Auditor and to the Association of Washington Cities.

PASSED BY THE BOARD OF COMMISSIONERS OF THE TUKWILA METROPOLITAN
PARK DISTRICT at a Regular Meeting thereof this ____ day of _____, 2016.

ATTEST/AUTHENTICATED:

Jeri Frangello-Anderson, Clerk of the Board

Vanessa Zaputil, President, Board of Commissioners

Passed by the Commission: _____

Resolution Number: _____

Attachment: 2017 Tukwila Pool Metropolitan Park District Budget

Tukwila Pool Metropolitan Park District
2017 Budget - Draft 6

Item Description	Notes	2014 Budget	2015 Actuals	2016 Budget	2016 YE Estimated	2017 Proposed
	Notes on 2017 numbers					
1 Unrestricted Opening Balance		440,537	247,861	198,375.00	198,375.00	238,546.00
Income						
2 General Property Tax			(14)			
Real and Personal Property Tax	Based on estimates provided by King County	704,395	753,195	790,492.00	797,623.00	862,277.00
4 Total 311 General Property Tax		704,395	753,195	790,492.00	797,623.00	862,277.00
Local Retail Sales & Use Taxes						
Sales Tax Collected	9.5% of taxable sales		2,707	5,738.00	5,800.00	5,453.00
7 Total 313 Local Retail Tax			2,707	5,738.00	5,800.00	5,453.00
Merchandise		2,000				
Taxed Merchandise	Gatorade, goggles, swimcaps, shirts, etc.		33	1,700.00	2,900.00	3,000.00
Untaxed Merchandise	all consumable products sold (except Gatorade)		334	700.00	1,950.00	1,900.00
11 Total 341 Merchandise		2,000	367	2,400.00	4,850.00	4,900.00
Cultural and Recreation						
Activity Fees (General Passes) Taxable			16,871	20,400.00	21,500.00	22,500.00
Activity Fees (General Admissions) Taxable			27,757	31,200.00	28,000.00	27,000.00
Activity Fees (Special Events) Taxable			480	1,800.00	1,700.00	1,600.00
Program Fees (Swim Classes) Non-taxable	2016 Budget did not take scholarships into account. 33% increase for 2017 subject to add'l staffing		65,808	80,000.00	63,000.00	93,000.00
Program Fees (Exercise Classes) Non-taxable	our portion after split with partner		1,270	1,500.00	850.00	800.00
Program Fees (Lifeguard Classes)	reported incorrectly in 2016			1,000.00	-	1,000.00
Other Fees (pass through to Red Cross)	reported incorrectly in 2016			200.00	100.00	300.00
Total 347 Cultural and Recreation		191,800	112,186	136,100.00	115,150.00	146,200.00

	Item Description	Notes	2014 Budget	2015 Actuals	2016 Budget	2016 YE Estimate	2017 Proposed
21	Interest						
22	Interest Earnings			949	850.00	2,800.00	2,500.00
23	Total 361 Interest		-	949	850.00	2,800.00	2,500.00
24	Rents, Leases and Concessions						
25	Rentals (Short-Term, One Time) Taxable	Provide customer information		33,734	3,600.00	2,850.00	3,000.00
26	Equipment and Locker Rentals - Taxable			247	1,000.00	800.00	1,200.00
27	Rentals (Long-Term/Contracted) Non-taxable	Provide customer information		12,138	42,000.00	58,475.34	50,000.00
28	Total 362 Rents, Leases and Concessions		54,510	46,119	46,600.00	62,125.34	54,200.00
29	Contributions from Private Sources		30,000	312			
30	Cash Donations	Not tax deductible	1,000		250.00	250.00	250.00
31	Gifts In-Kind	Not tax deductible					
32	Total 367 Contributions		31,000.00	312.00	250.00	250.00	250.00
33	Miscellaneous Income - Unapplied Cash Income	Provide customer information				-	
34	Other Miscellaneous Revenue	provide detail if used		2,752		110.78	
35	Adult Free Passes Applied	20% of those distributed				50.00	60.00
36	Youth Free Passes Applied	20% of those distributed				200.00	300.00
37	Scholarship Funds Applied	Include name of recipient	(-10,000)	1,992	10,000.00	9,958.50	10,000.00
38	Total 369 Miscellaneous Revenue		(-10,000)	4,744	10,000.00	10,319.28	10,360.00
39	Nonrevenue Transfers In						
40	Transfers In from Capital Improvement Fund	No CIP scheduled in 2017		-	50,000.00	50,000.00	
41	Total 397 Transfers-In			-	50,000.00	50,000.00	-
42	Total Income		973,705	920,579	1,042,430.00	1,048,917.62	1,086,140.00

	Item Description	Notes	2014 Budget	2015 Actuals	2016 Budget	2016 YE Estimate	2017 Proposed
43	Expenses						
44	<u>Board Expenditures</u>						
45	BOC Stipend	3 @ \$114 per meeting x 15 meetings		-	5,000.00	1,710.00	5,130.00
46	BOC Supplies						
47	BOC Office Supplies	business cards, etc		-	250.00	56.86	100.00
48	BOC Equipment	Gavel, nameplates, etc.		-	200.00	200.00	100.00
49	BOC Meeting Food	retreat		-	250.00	191.91	250.00
50	BOC Services			5,288			
51	Consultant Fees			-	500.00	23.50	500.00
52	Transcription Services	\$360 per meeting (avg.) x 15 meetings		-	3,200.00	5,432.00	5,400.00
53	Meeting Site Rental			-	1,000.00	720.00	600.00
54	Public Records Request			1,674	1,000.00	16.43	500.00
55	BOC Travel (non-development)	Mileage, ferries, parking, gas, etc.		-	200.00	-	200.00
56	BOC Development			-			
57	Travel/Transportation	For development purposes only		-	200.00	58.45	200.00
58	Tuition/Registration Fees			-	650.00	250.00	650.00
59	BOC Notices/Ads	For posting legal notices or ED position			1,000.00	812.73	200.00
60	BOC Intergovernmental Costs						
61	Election Costs	billed in 2018 for the 2017 election cycle		-	5,900.00	5,988.43	-
62	Total 576,20,100 Board Expenditures		-	6,962.00	19,350.00	15,460.31	13,830.00
63	<u>Executive Expenditures</u>						
64	Executive Salaries & Wages						
65	Wages Executive Director	w/out merit increase (*2016 Actual includes Admin Dir for 2 months)	45,000	36,800	45,000.00	45,729.00	45,000.00
66	Other Taxable Compensation (Benefit Stipend)	w/out merit increase (*see note above)		-	6,750.00	6,859.00	6,750.00
67	Executive Personnel Benefits						
68	Non-Taxable Benefits	Coded incorrectly in 2016					

	Item Description	Notes	2014 Budget	2015 Actuals	2016 Budget	2016 YE Estimate	2017 Proposed
69	FICA	TPMPD's contribution (6.2%+1.45%) *	2,922	2,820	3,646.00	4,023.00	3,959.00
70	Unemployment	TPMPD's contribution (5.5% up to \$44K) *	-	598	912.00	2,892.00	2,420.00
71	L & I	TPMPD's contribution	2,397	285	456.00	129.00	120.00
72	Taxable Benefits (non-cash)				-		-
73	Staff Development						
74	Travel/Transportation	For development purposes only			200.00		200.00
75	Tuition/Registration Fees				500.00		500.00
76	Travel (non-development)	Mileage, ferries, parking, gas, etc.			650.00	82.42	200.00
77	Total 576,20,200 Executive Expenditures		50,319.00	40,503.00	58,114.00	59,714.42	59,149.00
78	Shared Expenditures						
79	Shared Salary & Wages						
80	Bookkeeper	part time (10 hrs week)			12,500.00	10,098.00	7,500.00
81	FICA	TPMPD's contribution				114.75	575.00
82	Unemployment	TPMPD's contribution				82.50	450.00
83	L&I	TPMPD's contribution				12.39	70.00
84	Shared Supplies						
85	Office/Computer Supplies (consumable)						
86	Office Supplies (consumables)		10,000	1,597	1,000.00	800.00	1,000.00
87	Printing Supplies (consumables)	Includes ink for small printer, paper, envelopes		3,891	900.00	800.00	800.00
88	Office Equipment (non-consumables)	includes sign stands, furniture, staplers, etc.		687	1,000.00	1,000.00	1,000.00
89	Computer Equipment (replacement)	replacement laptop or desktops					1,000.00
90	Shared Services						
91	IT/Computer Service			6,483	3,400.00	1,000.00	1,000.00
92	Legal Services		14,000	26,316	13,750.00	7,500.00	10,000.00
93	Communication Services			165			
94	Telephone	Century Link, Integra (no longer in use)	2,200	9,367	2,190.00	181.28	-
92	Postage			603	500.00	56.00	200.00

	Item Description	Notes	2014 Budget	2015 Actuals	2016 Budget	2016 YE Estimate	2017 Proposed
95							
96	Website & email hosting	Rackspace & Bluehost		388	500.00	1,243.95	1,300.00
97	Internet/VoIP Phones	Broadview phone & T9 & Comcast public WiFi		2,973	7,500.00	7,750.00	7,750.00
98	Software Programs/Subscriptions (non-financial)	Office (\$850), Adobe DC (\$200), When to Work (\$360)		30	720.00	1,433.00	1,500.00
99	Advertising/Posting Fees	For posting Aquatics Mgr. position only				300.00	200.00
100	Printing & Copying Services	For Ricoh & other non-program printing services			3,000.00	4,460.00	4,700.00
101	Bank Charges			1,576	1,800.00	2,280.00	2,300.00
102	Payroll Services				2,820.00	4,900.00	5,000.00
103	Membership Dues	include description		552	960.00	700.00	1,000.00
104	Miscellaneous Services	note how used in detail	5,200	8,822	1,000.00		500.00
105	Risk Management Services						
106	Security & Fire Alarm			4,450	4,170.00	4,000.00	4,200.00
107	Pest Control			-	800.00	655.13	700.00
108	Insurance		11,000	12,420	12,420.00	12,611.95	12,612.00
109	Fingerprinting (WSP)	\$52.75 per person x 18 people + supplies				1,000.00	800.00
110	Financial Services						
111	CPA Services	Including assistance with State Audit		17,750	10,000.00	9,000.00	10,000.00
112	Software Programs (financial)	QuickBooks Online Subscription			500.00	500.00	500.00
113	Shared Intergovernmental Services						
114	External Taxes and Operating Assessments	include description		-	5,000.00	49.00	1,000.00
115	Washington Business License			-			-
116	Tukwila Business License			-			-
117	Annual Permits	King Co Health		799	800.00	593.00	600.00
118	Interlocal Agreements		79,200				-
119	State Audit	to be conducted in 2017		13,186	5,000.00		13,500.00
120	Total 576,20,300 Shared Expenditures		121,600.00	112,055.00	92,230.00	73,120.95	91,757.00
93							

	Item Description	Notes	2014 Budget	2015 Actuals	2016 Budget	2016 YE Estimate	2017 Proposed
121							
122	Swimming Pool Expenditures						
123	Swimming Pool Salaries and Wages						
124	Lifeguards	includes add'l coverage + adjusted wage rate	140,000	82,781	65,116.00	72,000.00	96,000.00
125	Instructors	includes adjusted rates + expanded swim lessons		46,289	32,642.00	40,300.00	52,000.00
126	Head Guards			50,759	43,275.00	36,115.08	-
127	Aquatics Manager		148,848	54,178	55,000.00	51,721.15	55,000.00
128	Assistant Aquatics Managers			25,564	40,000.00	36,000.00	75,000.00
129	Front Office			37,140	45,197.00	40,500.00	44,000.00
130	Overtime		5,000		-	-	-
131	Other Taxable Compensation (Benefit Stipend)			500	14,520.00	12,627.40	19,500.00
132	Miscellaneous Payroll (Garnishment)	not a pool expense				14.27	
133	Swimming Pool Personnel Benefits						
134	Non-Taxable Benefits						
135	FICA	TPMPD's contribution (6.2%+1.45%)	19,083	22,740	22,850.00	21,628.46	26,124.00
136	Unemployment	TPMPD's contribution (5.5% up to \$44K)		4,824	5,712.00	15,264.84	18,178.00
137	L&I	TPMPD's contribution	15,653	2,304	2,856.00	9,000.00	9,500.00
138	Other Benefits (non-cash)		48,707				-
139	Swimming Pool Supplies						
140	Program Supplies and Equipment						
141	Exercise Classes			248	200.00	179.40	200.00
142	Swim Classes/Instruction			1,913	1,800.00	800.00	1,200.00
143	Special Events			1,430	1,400.00	1,100.00	1,400.00
144	Staff Uniforms	to cover all required uniform pieces		940	2,000.00	2,000.00	1,700.00
145	Safety Supplies Equipment			3,250	2,250.00	1,500.00	1,700.00
148	Maintenance and Repairs Supplies						
146	Pool Chemicals		7,375	9,327	10,634.00	10,100.00	11,000.00
147							
149	Item Description	Notes	2014 Budget	2015 Actuals	2016 Budget	2016 YE Estimate	2017 Proposed

150	Janitorial Supplies				5,501	4,400.00	5,900.00	6,000.00
151	Tools and Equipment	Include description			344	600.00	4,000.00	1,500.00
152	Groundskeeping/Landscaping Supplies				-	500.00	385.18	500.00
153	Resale Inventory		1,500			1,200.00	3,400.00	2,600.00
154	Miscellaneous Supplies	Include description				200.00	150.00	200.00
155	Swimming Pool Services							
156	Transaction Services/Merchant Fees	Rec 1 Services, Credit Card processing fees	4,500		5,379	4,800.00	6,451.00	6,500.00
157	Translation Services				-	500.00	766.21	500.00
158	Advertising & Promotion		10,000		6,177			
159	Outreach & Marketing Services	add'l services as needed						
160	Graphic Design	Brochures				3,000.00	990.00	2,000.00
161	Printing & Copying	For brochures, banners, etc.				4,000.00	4,000.00	4,000.00
162	Ads/Postings	pool staff & program promotion only				600.00	800.00	800.00
163	Promotional giveaways	program promotion only				1,000.00	521.67	800.00
164	Staff Development							
165	Travel/Transportation	For pool staff only			50	-		-
166	Tuition/Registration Fees	Lifeguard re-cert (staff only), mgmt training & WSI or equivalent?			391	2,250.00	900.00	1,500.00
167	Rentals and Leases							
168	Equipment	regular maintenance projects (non-CIP)	750			1,000.00	452.00	500.00
169	Facility Ground Lease	Tukwila School District	10,950		10,950	11,497.00	11,497.00	11,497.00
170	Utilities		80,000					
171	Electrical				25,719	16,000.00	15,100.00	16,000.00
172	Gas				46,558	48,000.00	47,500.00	49,000.00
173	Water				4,077	4,200.00	5,100.00	5,100.00
174	Sewer				4,169	7,920.00	1,500.00	4,200.00
175	Garbage Collection				-	900.00		1,000.00
176	Storm Drain							-
177	Other Utilities							-
178	Repairs and Maintenance Services							
5								

	Item Description	Notes	2014 Budget	2015 Actuals	2016 Budget	2016 YE Estimate	2017 Proposed
179							
180	Maintenance/Janitorial Service				-		
181	Landscaping/Groundskeeping Svcs						
182	Facility Repairs/Maintenance	non CIP	20,800	33,122	20,000.00	16,000.00	20,000.00
183	Equipment Repairs/Maintenance	non CIP		1,367	4,000.00	3,000.00	4,000.00
184	Travel (non-development)	Mileage, ferries, parking, gas, etc.			200.00		200.00
185	Miscellaneous Services						
186	Scholarship Fund (Swim Lesson Fees)			1,992	10,000.00	9,958.50	10,000.00
187	Red Cross	Certification fees for Lifeguarding classes (non-staff)			200.00	991.00	780.00
188	Aerobics Partner (pass through)						
189	Other Services	Record all misc in detail for future budgeting		1,232	1,000.00		500.00
190	Adult Free Passes	20% of those distributed				50.00	60.00
191	Youth Free Passes	20% of those distributed				200.00	300.00
192							
193	Total 576.20.400 Swimming Pool Expenditures		513,166.00	491,215.00	493,419.00	490,463.16	562,539.00
194	Sales Tax Paid			4,729	5,738.00	5,505.00	5,453.00
195	Total 586.00.300 Sales Tax			4,729	5,738.00	5,505.00	5,453.00
196	Debt Service Principle						
197	City Bridge Loan (Principle)		121,458	103,601	105,692.00	105,692.00	107,826.00
198	Loans and Bonds (Principle)		113,130	99,507	93,737.00	93,737.00	96,428.00
199	Total 591.76.300 Debt Service Principle		234,588	203,108	199,429.00	199,429.00	204,254.00
200	Debt Service Interest						
201	City Bridge Loan (Interest)				15,766.00	15,766.00	13,632.00
202	Loans and Bonds (Interest)			31,479	19,393.00	19,393.00	16,702.00
203	Total 592.76.300 Debt Service Interest			31,479	35,159.00	35,159.00	30,334.00
204	Park Facility Improvements and New Construction						
205	CIP Supplies				25,000.00	25,917.53	
206	CIP Services	Sign, noise abatement, doors, ???			25,000.00	23,977.25	

207	Total 595.76.300 Park Facility Improvements (CIP)					50,000.00	49,894.78	-
208	Item Description	Notes	2014 Budget	2015 Actuals	2016 Budget	2016 YE Estimate	2017 Proposed	
209	Transfers Out							
210	Transfers Out to Capital Improvement Fund		80,000	80,000	80,000.00	80,000.00	80,000.00	
211	Total 597.00.300 Transfer Out		80,000	80,000	80,000.00	80,000.00	80,000.00	
212	Total Expenses		999,673	970,051	1,033,439	1,008,747	1,047,316	
213								
214	Opening Balance		440,537	247,861	198,375.00	198,375.00	238,546.00	
	Total Income		973,705	920,579	1,042,430.00	1,048,917.62	1,086,140.00	
	Total Expenses		(999,673)	(970,051)	(1,033,439.00)	(1,008,746.62)	(1,047,316.00)	
	Ending Balance		414,569	198,389	207,366.00	238,546.00	277,370.00	
			2014 Budgeted	2015 Actual	2016 Budget	2016 YE Estimate	2017 Proposed	

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CIP FUND 2017 Projected Budget

216		2015 Adopted Budget	2016 Adopted Budget	2016 Year End Estimate	2017 Budget
217	Unrestricted Opening Balance	\$140,000	\$220,000	\$220,000	\$250,105
218	Revenues				
	Transfer in from General Fund	\$80,000	\$80,000	\$80,000	\$80,000
219	Expenditures		\$50,000	\$49,895	
	Ending Balance	\$220,000	\$250,000	\$250,105	\$330,105

INFORMATIONAL MEMORANDUM

Tukwila Pool Metropolitan Park District

TO: **Tukwila Pool MPD Board of Commissioners**
FROM: Jennafer Price Cargill, Executive Director
DATE: December 12, 2016
SUBJECT: **Contract renewals**

ISSUE

Shall the TPMPD renew the contracts with GDM Private Financial Solutions, Snure Law Offices and Lady of Letters?

FINANCIAL IMPACT

The contract for Snure Law Offices includes an increase in the hourly rate for the services of Brian Snure from \$225 per hour to \$230 per hour. If the TPMPD uses Mr. Snure's services at the same rate in 2017 as it did in 2016, the overall cost of this increase to the TPMPD would be approximately \$167 for the year.

BACKGROUND

In 2016, contracts were approved for the following services:

- GDM Private Financial Services – Certified Public Accountant services through Alan Dance.
- Snure Law Offices – Legal services through Brian Snure
- Lady of Letters – Transcription services through Caren Stewart

Additional contracts with Dawn Jackson and Dave Perkins were terminated prior to the end date. The Employment Agreement with Executive Director Jennafer Price Cargill is open-ended.

DISCUSSION

Shall the TPMPD renew the contracts with these service providers? The services expected in 2017 include:

- GDM Private Financial Services – Support for the state audit, quarterly review of QuickBooks, advice and assistance with financial management as needed.
- Snure Law Offices – Legal services as needed.
- Lady of Letters – Transcription services for the monthly Board Meeting.

RECOMMENDATION

Is recommended that the Board instruct the President to sign the contracts as presented or suggest amendments which will be proposed to the service providers.

ATTACHMENTS

1. **GDM Private Financial Services Contract** *(Not yet approved by GDM)*
2. Snure Law Offices Contract
3. Lady of Letters Contract

PROFESSIONAL SERVICES AGREEMENT
Between the Tukwila Pool Metropolitan Park District and

Snure Law Office, PSC

THIS AGREEMENT is made between the Tukwila Pool Metropolitan Park District, a Washington municipal corporation "TPMPD," and Snure Law Office, PSC, located and doing business at 627 S. 227th St., Des Moines, WA 98198 "Contractor."

I. DESCRIPTION OF WORK.

Contractor shall perform the following services for the TPMPD:

See Exhibit A.

Contractor further represents that the services furnished under this Agreement will be performed diligently and in accordance with generally accepted professional practices within the Puget Sound region in effect at the time those services are performed.

II. TERM. This Agreement shall be effective January 1, 2017 and shall continue until December 31, 2017 unless earlier terminated as provided herein.

III. COMPENSATION. The TPMPD shall pay Contractor the hourly rates identified in Exhibit A according to the following invoice schedule:

Contractor shall invoice the TPMPD monthly based on time and materials incurred during the preceding month for services rendered during the preceding month. The TPMPD shall pay all approved invoices within 30 days of receipt. All hourly rates charged shall remain fixed at the negotiated rates throughout the term of this Agreement.

IV. ADDITIONAL WORK. If, during the performance of this Agreement or subsequent to completion of the work under this Agreement, services other than those described in Section I are ordered by the TPMPD, the Contractor agrees to provide said services and the TPMPD agrees to compensate the Contractor for the same according to the method determined at the time the additional services are ordered. The Contractor shall not proceed with said additional services until such time as the cost for the additional services and the method of payment are approved in writing by the TPMPD.

V. INDEPENDENT CONTRACTOR. The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement. By their execution of this Agreement, and in accordance with Ch. 51.08 RCW, the parties make the following representations:

- A. The Contractor has the ability to control and direct the performance and details of its work, the TPMPD being interested only in the results obtained under this Agreement.
- B. The Contractor maintains and pays for its own place of business from which Contractor's services under this Agreement will be performed.
- C. The Contractor has an established and independent business that is eligible for a business deduction for federal income tax purposes that existed before the TPMPD retained Contractor's services, or the Contractor is engaged in an independently established trade, occupation, profession, or business of the same nature as that involved under this Agreement.
- D. The Contractor is responsible for filing as they become due all necessary tax documents with appropriate federal and state agencies, including the Internal Revenue Service and the state Department of Revenue.
- E. The Contractor has registered its business and established an account with the state Department of Revenue and other state agencies as may be required by Contractor's business, and has obtained a Unified Business Identifier (UBI) number from the State of Washington.
- F. The Contractor maintains a set of books dedicated to the expenses and earnings of its business.

VI. TERMINATION. The TPMPD may terminate this Agreement, with or without cause, upon providing the Contractor seven (7) calendar days written notice at its address set forth on the signature block of this Agreement. The Contractor may terminate this Agreement, with or without cause, upon providing the TPMPD thirty (30) calendar days written notice at its address set forth on the signature block of this Agreement.

VII. DISCRIMINATION. 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 the presence of any sensory, mental or physical handicap.

VIII. INDEMNIFICATION. Contractor shall defend, indemnify and hold the TPMPD, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Contractor's performance of this Agreement, except for that portion of the injuries and damages caused by the TPMPD's negligence. The TPMPD's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification. The provisions of this section shall survive the expiration or termination of this Agreement.

In the event Contractor refuses tender of defense in any suit or any claim, if that tender was made pursuant to this indemnification clause, and if that refusal is subsequently determined by a court having jurisdiction (or other agreed tribunal) to have been a wrongful refusal on the Contractor's part, then Contractor shall pay all the TPMPD's costs for defense, including all reasonable expert witness fees and reasonable attorneys' fees, plus the TPMPD's legal costs and fees incurred because there was a wrongful refusal on the Contractor's part.

It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's limited waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The Contractor further acknowledges that Contractor has mutually negotiated this waiver.

IX. INSURANCE. The Contractor shall procure and maintain for the duration of the Agreement, insurance of the types and in the amounts described in **Exhibit B** attached and incorporated by this reference.

X. CONFIDENTIALITY. In the performance of the Agreement, Contractor may have access to certain confidential information. Contractor agrees to protect confidential information of District against any unauthorized use or disclosure. Without limitation of the foregoing:

- A. Contractor will use such confidential information solely for the purposes of fulfilling the job requirements.
- B. Contractor will disclose such confidential information only to those employees, Consultants, agents and other representatives who have a need to know the same and who understand and acknowledge their obligation and willingness to preserve and hold such confidential information in strict confidence.

XI. CONTRACTOR'S WORK AND RISK. The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those services. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XII. OWNERSHIP AND USE OF INTELLECTUAL PROPERTY. Any records, reports, designs, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials prepared or produced by the Contractor in connection with the services provided hereunder shall be the property of the TPMPD whether the project for which they were created is executed or not. No confidential information obtained or created by Contractor shall be disclosed to any person or party other than the TPMPD without the TPMPD's prior written consent.

XIII. MISCELLANEOUS PROVISIONS.

A. Conflict of Interest. The Contractor represents to the TPMPD that it has no conflict of interest in performing any of the services described herein. In the event that the Contractor is asked to perform services for a project with which it may have a conflict, the Contractor shall immediately disclose such potential conflict to the TPMPD.

B. Non-Waiver of Breach. The failure of the TPMPD to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

C. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the TPMPD's right to indemnification under Section VII of this Agreement.

D. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

E. Assignment. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void.

F. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the TPMPD and Contractor.

G. Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the TPMPD, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. Should any language in any

of the exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

IN WITNESS, the parties below execute this Agreement, which shall become effective on the last date entered below.

CONTRACTOR: By: _____ Brian Snure, President DATE: _____	TUKWILA POOL METROPOLITAN PARK DISTRICT: By: _____ Vanessa Zaputil, Board President DATE: _____
NOTICES TO BE SENT TO: Brian Snure Snure Law Office, PSC 612 S. 227 th St. Des Moines, WA 98198	NOTICES TO BE SENT TO: Executive Director Tukwila Pool Metropolitan Park District 4414 S. 144 th St. Tukwila WA 98168

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.

Contractor Rates 2017

Attorney time will be billed at the hourly rate of \$230.00 per hour.

Paralegal time will be billed at the rate of \$100.00 per hour.

Meeting travel time shall not exceed .80 for meetings held within the boundaries of the District.

The District will not be billed for normal and customary expenses such as postage, photocopies, legal messenger service, computerized research charges or other nominal expenses. The District will be billed for extraordinary expenses such as filing fees, discovery costs and substantial postage or photocopying costs.

EXHIBIT B INSURANCE REQUIREMENT

The Contractor shall be responsible for maintaining, during the term of this Agreement and at its sole cost and expense, the types of insurance coverage and in the amounts described below. The Contractor shall furnish evidence, satisfactory to the TPMPD, of all such policies with an insurer acceptable to the TPMPD. During the term hereof, the Contractor shall take out and maintain in full force and effect the following insurance policies:

- a. Comprehensive general liability (CGL) insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage).
- b. Automobile liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Automobile liability coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary
- c. Such workmen's compensation and other similar insurance as may be required by law.
- d. Professional liability insurance is required if services delivered pursuant to this agreement, either directly or indirectly, involve or require providing professional services. Such coverage shall cover injury or loss resulting from Contractors' rendering or failing to render professional services. Contractor shall maintain minimum limits no less than \$500,000 per incident, loss, or person, as applicable. If the policy contains a general aggregate or policy limit, it shall be at least two times the incident, loss or person limit. If professional liability insurance is written on a "claims made" basis, the policy shall provide full coverage for prior acts or include a retroactive date that precedes the effective date of this contract.
- e. Contractor agrees to disclose the existence and nature of any limiting endorsement that applies to any liability insurance policy purchased in accord with this contract.
- f. Contractor's insurance coverage shall be primary insurance as respects the TPMPD and Contractor shall provide documentation of the primary nature of Contractor's insurance. Any insurance maintained by the TPMPD shall be excess of the Contractor's insurance and shall not contribute with it.

PROFESSIONAL SERVICES AGREEMENT
Between the Tukwila Pool Metropolitan Park District and

GDM Private Financial Solutions

THIS AGREEMENT is made between the Tukwila Pool Metropolitan Park District, a Washington municipal corporation "TPMPD," and GDM Private Financial Solutions, located and doing business at 11100 NE 8th St., Suite 380, Bellevue, WA 98004 "Contractor."

I. DESCRIPTION OF WORK.

Contractor shall perform the following services for the TPMPD:

See Exhibit A.

Contractor further represents that the services furnished under this Agreement will be performed diligently and in accordance with generally accepted professional practices within the Puget Sound region in effect at the time those services are performed.

II. TERM. This Agreement shall be effective January 1, 2017 and shall continue until December 31, 2017 unless earlier terminated as provided herein.

III. COMPENSATION. The TPMPD shall pay Contractor the fixed fees and hourly rates identified in Exhibit A according to the following invoice schedule:

Contractor shall invoice the TPMPD monthly based on time and materials incurred during the preceding month for services rendered during the preceding month. The TPMPD shall pay all approved invoices within 30 days of receipt. All hourly rates charged shall remain fixed at the negotiated rates throughout the term of this Agreement.

IV. ADDITIONAL WORK. If, during the performance of this Agreement or subsequent to completion of the work under this Agreement, services other than those described in Section I are ordered by the TPMPD, the Contractor agrees to provide said services and the TPMPD agrees to compensate the Contractor for the same according to the method determined at the time the additional services are ordered. The Contractor shall not proceed with said additional services until such time as the cost for the additional services and the method of payment are approved in writing by the TPMPD.

V. INDEPENDENT CONTRACTOR. The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement. By their execution of this Agreement, and in accordance with Ch. 51.08 RCW, the parties make the following representations:

- A. The Contractor has the ability to control and direct the performance and details of its work, the TPMPD being interested only in the results obtained under this Agreement.
- B. The Contractor maintains and pays for its own place of business from which Contractor's services under this Agreement will be performed.
- C. The Contractor has an established and independent business that is eligible for a business deduction for federal income tax purposes that existed before the TPMPD retained Contractor's services, or the Contractor is engaged in an independently established trade, occupation, profession, or business of the same nature as that involved under this Agreement.
- D. The Contractor is responsible for filing as they become due all necessary tax documents with appropriate federal and state agencies, including the Internal Revenue Service and the state Department of Revenue.
- E. The Contractor has registered its business and established an account with the state Department of Revenue and other state agencies as may be required by Contractor's business, and has obtained a Unified Business Identifier (UBI) number from the State of Washington.
- F. The Contractor maintains a set of books dedicated to the expenses and earnings of its business.

VI. TERMINATION. The TPMPD may terminate this Agreement, with or without cause, upon providing the Contractor seven (7) calendar days written notice at its address set forth on the signature block of this Agreement. The Contractor may terminate this Agreement, with or without cause, upon providing the TPMPD thirty (30) calendar days written notice at its address set forth on the signature block of this Agreement.

VII. DISCRIMINATION. 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 the presence of any sensory, mental or physical handicap.

VIII. INDEMNIFICATION. Contractor shall defend, indemnify and hold the TPMPD, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Contractor's performance of this Agreement, except for that portion of the injuries and damages caused by the TPMPD's negligence. The TPMPD's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification. The provisions of this section shall survive the expiration or termination of this Agreement.

In the event Contractor refuses tender of defense in any suit or any claim, if that tender was made pursuant to this indemnification clause, and if that refusal is subsequently determined by a court having jurisdiction (or other agreed tribunal) to have been a wrongful refusal on the Contractor's part, then Contractor shall pay all the TPMPD's costs for defense, including all reasonable expert witness fees and reasonable attorneys' fees, plus the TPMPD's legal costs and fees incurred because there was a wrongful refusal on the Contractor's part.

It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's limited waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The Contractor further acknowledges that Contractor has mutually negotiated this waiver.

IX. INSURANCE. The Contractor shall procure and maintain for the duration of the Agreement, insurance of the types and in the amounts described in **Exhibit B** attached and incorporated by this reference.

X. CONFIDENTIALITY. In the performance of the Agreement, Contractor may have access to certain confidential information. Contractor agrees to protect confidential information of District against any unauthorized use or disclosure. Without limitation of the foregoing:

- A. Contractor will use such confidential information solely for the purposes of fulfilling the job requirements.
- B. Contractor will disclose such confidential information only to those employees, Consultants, agents and other representatives who have a need to know the same and who understand and acknowledge their obligation and willingness to preserve and hold such confidential information in strict confidence.

XI. CONTRACTOR'S WORK AND RISK. The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those services. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XII. OWNERSHIP AND USE OF INTELLECTUAL PROPERTY. Any records, reports, designs, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials prepared or produced by the Contractor in connection with the services provided hereunder shall be the property of the TPMPD whether the project for which they were created is executed or not. No confidential information obtained or created by Contractor shall be disclosed to any person or party other than the TPMPD without the TPMPD's prior written consent.

XIII. MISCELLANEOUS PROVISIONS.

A. Conflict of Interest. The Contractor represents to the TPMPD that it has no conflict of interest in performing any of the services described herein. In the event that the Contractor is asked to perform services for a project with which it may have a conflict, the Contractor shall immediately disclose such potential conflict to the TPMPD.

B. Non-Waiver of Breach. The failure of the TPMPD to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

C. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the TPMPD's right to indemnification under Section VII of this Agreement.

D. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

E. Assignment. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void.

F. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the TPMPD and Contractor.

G. Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the TPMPD, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. Should any language in any

of the exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

H. TPMPD Obligations: The success of this agreement will require collaboration, cooperation and communication. In addition, TPMPD hereby agrees to:

1. Contract with a competent third party payroll service provider.
2. Install and operate a POS system that integrates with our mutual needs.
3. Timely pay for our services as set forth in this letter.

IN WITNESS, the parties below execute this Agreement, which shall become effective on the last date entered below.

CONTRACTOR: By: _____ Alan Dance, CPA DATE: _____	TUKWILA POOL METROPOLITAN PARK DISTRICT: By: _____ Jennafer Price Cargill, Executive Director DATE: _____
NOTICES TO BE SENT TO: GDM Private Financial Solutions 11100 NE 8 th St., Suite 380 Bellevue, WA 98004	NOTICES TO BE SENT TO: Executive Director Tukwila Pool Metropolitan Park District 4414 S. 144 th St. Tukwila WA 98168

EXHIBIT B INSURANCE REQUIREMENT

The Contractor shall be responsible for maintaining, during the term of this Agreement and at its sole cost and expense, the types of insurance coverage and in the amounts described below. The Contractor shall furnish evidence, satisfactory to the TPMPD, of all such policies with an insurer acceptable to the TPMPD. During the term hereof, the Contractor shall take out and maintain in full force and effect the following insurance policies:

- a. Comprehensive general liability (CGL) insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage).
- b. Automobile liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Automobile liability coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary
- c. Such workmen's compensation and other similar insurance as may be required by law.
- d. Professional liability insurance is required if services delivered pursuant to this agreement, either directly or indirectly, involve or require providing professional services. Such coverage shall cover injury or loss resulting from Contractors' rendering or failing to render professional services. Contractor shall maintain minimum limits no less than \$1,000,000 per incident, loss, or person, as applicable. If defense costs are paid within the limit of liability, Contractor shall maintain limits of \$2,000,000 per incident, loss, or person, as applicable. If the policy contains a general aggregate or policy limit, it shall be at least two times the incident, loss or person limit. If professional liability insurance is written on a "claims made" basis, the policy shall provide full coverage for prior acts or include a retroactive date that precedes the effective date of this contract.
- e. Contractor agrees to disclose the existence and nature of any limiting endorsement that applies to any liability insurance policy purchased in accord with this contract.
- f. Contractor's insurance coverage shall be primary insurance as respects the TPMPD and Contractor shall provide documentation of the primary nature of Contractor's insurance. Any insurance maintained by the TPMPD shall be excess of the Contractor's insurance and shall not contribute with it.

**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, 2017,** and ending **December 31, 2017,** 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:

Executive Director
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

Vanessa Zaputil, Board President

Date

ATTEST I AUTHENTICATED:

J. Frangello-Anderson, Clerk of the Board

Date

CONTRACTOR

By: _____
Signature Date

Printed Name and Title

Address: _____



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