

# VASHON PARK DISTRICT BOARD OF COMMISSIONERS

## MEETING MINUTES

Ober Park, Conference Room, 7:00 pm

**DATE: Tuesday, November 26, 2019**

Commissioners attending: Bob McMahon, Abby Antonelis, Doug Ostrom, Hans Van Dusen, Karen Gardner

Staff attending: Elaine Ott-Rocheford, Jason Acosta

ISSUE	DISCUSSION AND OUTCOME	FOLLOW UP
<b>Call To Order</b>	Bob McMahon called the meeting to order at 7:00 p.m.	
<b>Tramp Harbor Dock</b>	<p>Bob: I know most of you are here for the dock, so we will push the public comment on other issues until we get through the Tramp Harbor Dock discussion. After we get through that, we will have a short intermission. For those of you who haven't been to one of our meetings, I want to give you a few rules we follow. We want everybody to be heard. I ask that, if you want to speak, raise your hand, and I will recognize you. We'll do our best to comment or answer your question. Then we'll move on to the next one. We don't want a lot of people talking at the same time. Clearly, nobody would learn anything, and that's what we're here for – to learn. And to learn what the next steps are.</p> <p>I want you to know going in that we have been trying for years to get this business with the dock straightened out, so we can find a way forward. We have run into a road block between the State and our insurance company. It's not a great place to be. Elaine will explain how we got there in just a minute. One thing I think is clear is we have reached a point where community involvement is required. If you want to be in the loop or contribute, there is a sign-up sheet going around.</p> <p>Elaine: My name is Elaine Ott-Rocheford, and I'm the Executive Director here. Has everybody read the available flyer? This is important background that details the reason for the closure and next steps. I'm going to give you the Reader's Digest version.</p> <p>The flyer was posted at the dock; on our website; and on Vashonites and Vashon for All. There also was a BC article last Thursday. I suspect many on Facebook did not read the flyer. Many have made the incorrect assumption that the closure was due to lack of funding to fix it. That is not it! The closure was mandated by our insurance company. The mandate was based on a 2015 Engineer Condition Assessment Report, which determined that, of the 98 pilings, 11 were compromised, 6 of which were seriously compromised and risked pile failing. Our options at the time were to fix the dock, close it, or place signage.</p> <p>Fixing was not an option - \$312k. The Board then felt it would be throwing good money after bad, because of an onerous State Lease, which we'll talk about in a moment. But the bottom line was, if we didn't sign the lease, we would be forced to remove the dock. Why spend \$300k fixing something that would potentially be removed a few years later.</p> <p>Fast forward to October 31. Our insurance company determined that, since 4 years have passed, and we have not fixed the dock, signs no longer cut it. They mandated that we close the dock to public access due</p>	

<p>to life safety and liability concerns.</p> <p>About the lease...In 1995, King County deeded the dock to the VPD. That dock is 340 feet long. We were deeded the dock and, what we learned later, the first 180 feet of the tidelands below. The latter 160 feet is owned by WA State DNR, and King County held a lease for that latter 160 feet. KC failed to assign over the lease. In 2013, that lease expired, and the State said that, if we wished to continue operating the dock, we must enter in to a lease. Otherwise, the dock must come down.</p> <p>The lease conditions are onerous. It requires creosote leeching remediation + 100% light penetration. In other words, removal of the dock (or at least the latter 160 feet). Too, VPD must assume all risk, including their 160 feet of tidelands. The most onerous of the liability requirement is that of all liability associated with hazardous materials and the tideland environment now and in the future, including surrounding state land if the pollution was or is a result of “our” contamination. We know of the creosote leeching contamination, including what would be stirred up from removal. We don’t know about oil contamination (pockets beneath the sediment, buried tanks – we don’t know what is down there). We know there is garbage and materials tossed over the dock. Our insurance will not cover a pre-existing condition. Too, the lease requires a pollution insurance policy going forward, but our insurance will not insure a contractual liability. I tried to find it and was unsuccessful. Our new environment and natural resource attorney states they are difficult to find and are extremely expensive. So we cannot meet the insurance requirements of the lease. The State has us between a rock and a hard place. Or at least so it seems.</p> <p>Going forward, I mentioned VPD has secured an Environmental and Natural Resource attorney to explore any known outside insurance options and the willingness of the State DNR to concede to requested risk mitigation of the lease conditions.</p> <p>Efforts to renegotiate the lease – over 6 years, include:</p> <ul style="list-style-type: none"> <li>• Working with 4 separate State land managers</li> <li>• ½ a dozen DNR Managers</li> <li>• The State’s Risk and Legal Affairs Manager</li> <li>• Our VPD attorney + our new Environment and Natural Resources attorney</li> <li>• Our insurance company + an outside Commercial broker</li> <li>• Review of leases for Port of Bremerton, Metro Parks Tacoma, and Bainbridge Parks for 6 different dock replacement strategies and their dealings with the State. Unfortunately, all the conditions surrounding those leases do not apply to our dock.</li> </ul> <p>If we can work through the lease, dock replacement efforts have included:</p> <ul style="list-style-type: none"> <li>○ Met with 2 different architects</li> <li>○ Several marine contractors</li> <li>○ The above-named Districts and QYC</li> <li>○ I attempted to partner with VIFR for a future boat launch</li> </ul> <p>These efforts for replacement options were to get a sense for costs, permitting, and material options. It will cost around \$1.5 million plus \$1/2 million for architect and permitting fees</p> <p>If we can work through the lease, funding efforts have included:</p> <ul style="list-style-type: none"> <li>○ State grants, federal grants, DOE grants – all requiring considerable matching funds and not</li> </ul>	
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covering architect and permitting fees. For VPD, \$1.25 million.

- KC DNR Parks – that yielded \$50,000
- Senator Sharon Nelson for a State Appropriation – didn't happen, despite her assurances that odds looked good.

If VPD is successful in mitigating risks and liability, VPD will explore funding a \$2 million replacement project by:

- Requesting an appropriation from the State; and/or
- Asking voters to approve a bond; and/or
- Requesting that a local 501©3 engage in a fundraising campaign. The Sportsmens Club would be a good option.

I have hit dead-ends with the State at every turn, except:

- The State recently agreed to do the required sediment sampling. That took place a couple weeks ago. We are awaiting the report. That just gets to the surface. It does not get to potential oil pockets.
- The State agreed to consider pile wrapping rather than having to remove the pilings (assuming the piling condition can take it; the dock still needs to be shorter to protect a geoduck bed below).

Karen: Can you speak to what happens if nothing gets done.

Elaine: If we do not sign the lease, the State will require that the latter 160 feet be removed.

Karen: By whom?

Elaine: They talked about potentially going back to King County, but there is no guarantee. They would go to the County, because we do not have a lease with the State. That lease was the County's. But that conversation has not taken place. I don't know how it would play out.

Bob: We should mention that this cancellation of the insurance for the dock came with no forewarning. We had no reason to think we couldn't continue to operate during this negotiation period.

Doug: Underwriting standards appear to have changed between the previous report and now.

Elaine: If we go with keeping the former 180 feet, I have confirmed with our insurance company that they would positively consider insuring it if we fixed that portion of the dock. Is that something that is attractive to you all?

Jason Brown: I guarantee if we tear that dock down, the environmental impacts will be 5 times what it would be to wrap the pilings. Dig into that soil, I have enough friends who work for the County, they won't even fix the drainage underneath the waterfront street because of all the pollution. Digging it up will be an ecological disaster.

Elaine: There is no question pile wrapping is also the cheapest way to go.

Jason: Finding a way to fix the dock rather than replace it will be much more cost effective, even if we have to foot most or all of the bill. We are also already on the hook for environmental damages.

Elaine: Do know that another condition of the lease is that the platform out front must be removed or pulled back due to the geoduck bed that must be protected. It must be shortened. I don't know how far back it goes. There is no way it will be a 340 foot dock.

Craig Kanagy: I moved to Vashon in 1973. After 2 weeks here, I thought why would anyone leave here? Part of the attraction was that dock. I have been a scuba diver for 40 years and have been under that dock

many times. I have been involved in building 70 bulkheads on Vashon in the 1980s – all without permits. Many solid creosote pilings. In the last year, with the help of King Conservation District, removed 90 feet of solid creosote piling in Raab’s Lagoon. It took 6 years to get permits to remove it. The actual work took 12 hours. Pull the piling out, take them to the dump. Pulling them out of the ground should not create damage to the environment; that damage has already been done. One of my questions is has anyone approached the State about just giving it to us via eminent domain? You’re talking about 6,000 feet of property – just give it to us and forget about the lease? What about historical preservation of buildings? They won’t let you change the color of the paint. Why can’t we pursue the historical significance? I, myself, could talk to the millionaires on the island to fix it. On my dock permit, the State said I have to have 60% lighting. What’s with the 100%?

Elaine: It’s 100% from the grating. It’s 60% when you consider the support structure.

Craig: Can you have the lawyers ask the State to give us 3000 feet of the tidelands, since they own the whole rest of Puget Sound? We come up with \$3 million bucks – all the rich suckers here. We have 50 miles of shoreline. We should be allowed to have *one* public dock! I can’t express how saddened I would be if that dock went away.

Bob: We are all with you on that.

Andrew Colbert: I have been on Vashon 10 years. Probably spend 80 hours a week on that dock in the summer. First, I appreciate the work you have done to save the dock, but from your list, it really just sounds like you were doing your job, and maybe the bare minimum. And very poorly, at that. You have failed the community as a Board and as the Executive Director. These negotiations have been going on for 6 years, and this is the first time you are approaching the community for ideas and potential funding? Craig mentioned it took 6 years to get a permit and 12 hours to do the job. Do you really think you can find a solution now in two weeks to save our dock by the next fishing season? Why, once you took control of this organization, and you knew this lease was onerous and you were potentially unable to fulfill the obligations of that lease, did you not approach the community for help immediately?

Elaine: We did. We had a very large public meeting back in 2013.

Andrew: And what fundraising efforts did you engage in back then?

Elaine: We weren’t ready to fundraise, because we were working through the lease conditions. We had two other public meetings in concert with King County (for Dockton Dock) about a year later. We did a community survey about the dock to gauge the community’s feelings about wanting to save the dock. This has been in the Beachcomber a number of times. We aren’t ready to fundraise, because we are still working through the lease conditions.

Andrew: I understand, as an organization, that may be the path you are choosing to take, but I say you are failing us in doing so. You are putting the cart before the horse by finding a way around a situation you’re not going to be able to get out of. You need to secure funds and apply them appropriately once you have a solution to the problem that hopefully we can help you find. I think it’s a travesty we are at this point where the dock is being closed, and you have given us no other recourse. Literally, 3 weeks of notice is sad. I know your insurance came through and whether or not that was in correlation with bulkhead failure, but I think it is grossly unethical to pass a park’s levy and let that go through without at least a press release to the Beachcomber to inform us that there is an imminent and immediate pending closure of the dock. And at

the same time, you stick your hand out and ask for more money. You should be ashamed.

Abby: We actually asked for less money.

Andrew: I meant more money from us – the people you serve.

Bob: Thank you very much.

Lore Wintergreen: Much of what you have said is very clarifying for me. I have had the honor of meeting people utilizing the dock for squid fishing. What is clear to me as a new Vashonite and as someone who has worked in environmental justice, I am glad to hear encapsulation is a consideration. I have worked with lead poisoning and asbestos poisoning; often encapsulation is the better choice over remediation. You can't pass an environmental impact statement. Also, in advocacy, I have been a community activist for the City of Portland, and we worked with our federal representatives as well as state to advocate for a roadway, which was a state-owned highway going through the city, and we advocated for over \$200 million to repair that highway. Part of that context was an acknowledgment of the racial impact statement. For the time I have been on Vashon, I find the dock is the park most heavily utilized by people of color – the Asian community. I would encourage you, as you do your advocacy, to bring in the community. We were able to say the City of Portland should not pay for remediation of a highway area – the State should give it to us whole, and then we would take it. We were able to advocate on a Federal, then a State, then a local level to get \$200 million to do that. There are different avenues for approaching this. There are number of people who utilize the dock who will step up, and I feel the cultural and racial impact is relevant.

Judy Wright: I would like to say I really appreciate all the hard work you have put into this. I understand liability is the word of the century. It's what everyone in an official capacity must grapple with. I have been building a house via King County for 10 years, so I get the slow timeline. However, have we talked to our governor, Mr. Jay Inslee? Mr. Climate? I am just the person who cares. Too, because you are so locked into the liability and legality, is there anyone in this group of us who can help get around that to get another conversation started? If we were to band together? Let's try that! We need to say, "It's not going down." I understand from my business, the movie industry, that we have more lawyers than actors. It is all about liability. We need to pressure King County. They get 50% of this shoreline. We need to tell King County we are going to go around them.

Elaine: It would actually be the State. This is not a King County issue.

Judy: Then more to my point about talking to the governor!

Elaine: I worked with Senator Sharon Nelson on this, and I am attempting to reach Senator Nguyen. That is the route I have been working.

Karen: I like the idea that the State should just give it to us. That is something to pursue. But we need better access to people in the government than those we are currently working with. We may be dealing with too low level people in the State.

Kell Christophersen: I was hoping to get clarification. You mentioned, regardless of anything that happens, there would be a requirement to take out the L in the pier. I was under the assumption that if we took the responsibility to have and repair, how is the removal of the L still a stipulation?

Elaine: The platform is over a geoduck bed. They are saying we would have to shorten the dock because of that.

Jason Brown: So is the northend ferry dock!

Kell: So we don't know how far back that geoduck bed is?

Elaine: No, I don't know.

Paul Engels: About a year ago, I was talking to Jason Acosta about federal funding, and Jason brought up that there would only be federal funding if the dock was used for observing the surrounding areas and not for fishing. Has anyone brought up the scenario of using the dock for a national disaster? If the dock was shortened, aside from the north and south ferry terminals, all commercial docks have been removed from the island. If you need to bring in an emergency ship, and the ferry docks weren't available, where would it come in? This is the only dock that can take a large vessel. I wasn't aware of the requirement to remove the T – that would be the loading platform.

Bob: Removing the T is in response to having to shorten it. Maybe there is a way to move the T back?

Paul: But you have to have the depth to accommodate a large vessel. You can't shorten it. The slope is too shallow. Is there federal funding under some sort of emergency act closure where you can get money in case of a natural disaster? The earthquake preparedness people might know.

Elaine: We can certainly explore it.

Jake Middling: Was it Chevron who owned the pier in the beginning?

Elaine: Standard Oil. That is now ExxonMobil, Chevron, and BP.

Jake: All of them are insured, and that goes back to the 1920s. Why aren't they responsible for the environmental?

Elaine: They are under MTCA, the Model Toxics Control Act. That says that no matter what, we are on the hook for environmental damage one way or the other, since we are the current owner. But our defense to MTCA will be inability to pay – we're too small. MTCA is managed by DOE – they will go after Standard Oil and King County. But they will start with us and go backward. We don't know how much we will be on the hook for until we go down that road.

Lisa Chambers: I love the dock. I want to help. I think our community has a lot of ideas and resources. I think the piece that is missing is you have been doing this on your own. We have a lot of strong voices that bring the power behind the ask. Without our community speaking up and making a statement, they are not going to take you seriously. We will only stand a chance against DNR if we speak to them as a community. I encourage everyone to write letters. I did contact KC Historical. I gave them documents and information. They didn't say no.

Andrew Colbert: I want some clarification on numbers. Of the 340 feet of dock for repairs of \$330,000 in 2013, was that for the whole length of the dock, or just the 180 feet?

Elaine: The full length of the dock.

Andrew: So at that point in time, did you not consider looking at repairs for the 180 feet you owned and just closing off the 160 feet that was DNRs?

Elaine: The Board at the time opted not to make any repairs at all.

Andrew: How did that conclusion come to be without input from the community?

Elaine: There was interaction with the community at the time. As I said, there was a large public meeting where the Board took public input about whether or not to close the dock. That was one of the issues. They opted to keep it open with the signage. They didn't consider funding to fix the first 180 feet.

Andrew: Is that a consideration now? Do you have numbers for what that would cost?

Elaine: No, not an updated number. I would venture to guess it would be around \$200,000.

Andrew: My point is, in order to move forward as a community, to keep this structure, really? A ballpark guess? That isn't functionally good enough. What we're looking for is raising funding and finding solutions to this problem. As the Executive Director, we can only turn to you for those answers. You're the one that ultimately is making the decisions and controlling this situation.

Elaine: That is not true. I take my marching orders from the Board. I make no decisions or control the situation.

Abby: The Board makes the decisions.

Elaine: I provide information when I am asked.

Andrew: Fair enough.

Abby: The Board has said many times we would not sign that lease. There are reasons why I still would not sign that lease. This has nothing to do with funding.

Andrew: That was not my question. My question is if you would consider repairing the portion of the dock that is not under the lease?

Karen: If we can get the lease straightened out, all kinds of options are open to us. It is the lease that is killing us.

Paddy Lazar: Is that the entire dock? Or just the 180 feet? What I'm hearing him say is could you do the section not subject to the lease?

Andrew: What I'm saying is you had a problem for six years, and now you have no recourse. Early on, you had the opportunity to give us 180 feet of usable dock until you find terms to the lease that are acceptable. Is that correct?

Karen: The prior Board made that decision.

Paddy: Can you make the decision to repair that 180 feet now?

Bob: We can certainly consider that.

Paddy: I love that dock. I am willing to dock sit! That's how important it is.

Jason Brown: It seems there are many emotions and angst here tonight. But we still have the dock! Our sole goal is to save the dock. What is the best avenue to do that? It is a historic landmark. There must be some avenue we haven't yet walked down.

Elaine: This is the reason we have this new attorney to assist us.

Jason: We need a plan to save that dock. What is the most viable solution to do that?

Hans: I think Elaine captured that in next steps. The challenge before was not pouring money into an unknown uncertainty. That is still the challenge.

Andrew: That is potential bad money. But the end product is the only fishing pier on the island. It's well worth whatever money you come up with whether through levies or bonds or state money. What is good money to you?

Hans: I agree. I'm just saying the next steps before investing or fundraising \$300k and wrapping the first stub, the fundraisers would want to know the destination for the rest of it.

Andrew: Do you have an understanding of what the creosote mitigation would cost beyond the cost of repairs in 2013? If you would do a full remediation of the creosote DNR mandates, you need to have a number for that.

Elaine: We have to replace the pilings and the decking. A contractor I met with said it would be \$1.5 million.

Andrew: For the whole dock or just the 180 feet?

Elaine: For the full dock.

Andrew: That is a reasonable number. Six years ago, we would have that now.

Woman: Someone asked for a proposal, but I would like to stay focused on next steps instead of blaming and shaming. Let's move forward. I am hearing a proposal that we ask the Board to invest in the 180 feet of repair and remediation and we ask the Director to explore whether that can then be used as the local match for seeking State funds to get the remainder of the dock secured. That is my proposal.

Jason Brown: The most critical thing the dock provides is it is the last useful offload in the event of an emergency. The big one is coming.

Woman: And it's on the east side – closest to Seattle where supplies will come from.

Karen: We want to save the dock as much as you do. We appreciate all of your ideas.

Woman: What can we do for you? Write the governor?

Bob: Get on the list. We will come up with a plan we will bring to you.

Doug: Who heads DNR? Hilary Franz. She is an elected official. She will be on the ballot next November. She has responsibility for this, not for the whole state like Inslee. I have a feeling if you want to apply pressure on the State, that would be the place to go.

Hans: There are a number of elected officials to reach out to.

Craig: I have complete confidence in you all that we are going to keep the whole dock. I know you are going to pull it off. It's the only thing that makes sense. We're talking about 96 pilings in the vast scheme of things.

Kell: With this new attorney, is there a timeline you have planned for working on this new angle?

Elaine: Since we have closed the dock, the State has backed off the pressure. I can't give you an exact timeline there. The attorney said to expect a report from her by Thanksgiving – so, tomorrow. I would say in the near future, we will have new information.

Kell: Can you share that with us?

Bob: Be on the list!

Jason Brown: Can you use the message board out front to advertise dock meetings? This was such short notice. How do we know when you will discuss it again?

Elaine: I can email the list.

Hans: We meet the 2<sup>nd</sup> and 4<sup>th</sup> Tuesdays of every month. We won't meet on Christmas. We next meet 12/10.

Bob: This will be on every agenda going forward. These are open meetings. You are welcome to come.

Abby: It is an organizational challenge for all agencies to get the word out. But we have all meeting information on our website and we meet at regular times. We put information in the Beachcomber and on Facebook. I don't know what else we can do.

Andrew: How much money is being allocated to legal counsel and other efforts to save this dock?

Hans: We had two engineer studies done. We have \$20,000 allocated for 2020 for legal fees.

Andrew: If the onerous nature of the lease has been going on for 6 years, why are you just now allocating

\$20,000 for legal fees?

Elaine: We have budgeted legal fees every year for Tramp Harbor Dock and other District needs.

Andrew: Is this the first time you have hired a specific environmental attorney to address the needs of Tramp Harbor Dock?

Elaine: Yes.

Hans: We also had indications from the State recently that it wasn't going to go this way. We had indications it was going to work.

Elaine: They did not follow through on things we hoped for.

Hans: We didn't hit a major roadblock with the State until just recently.

Andrew: You hit a roadblock when you couldn't justify spending \$300,000 for something you knew, in the future, would cost a lot more.

Karen: That was another Board. We cannot take responsibility for Board decisions of the past.

Andrew: You do have to take responsibility, because you now sit in those seats.

Bob: Would it make you happy if we all said we are sorry?

Andrew: No! I want you to fix it now! I want to understand the steps you took and the mistakes you made to get us to this point.

Craig: In 1970 we should have built lightrail! We're working on solutions here.

Woman: Has the lease with DNR actually expired?

Elaine: Yes, it expired in 2013. And know that it was not our lease, it was a King County lease.

Woman: Have you talked about adverse possession with your lawyers?

Elaine: I can ask that question.

Woman: I request that communications on the dock also be done in Korean and Vietnamese as well.

Lou Engels: I first stepped foot on that beach in 1947. In Des Moines, their dock was crawling with people having fun. We should have that much fun over here, too. Also, in 1950, the area south of the dock was a loading platform for bringing houses over. Sand and gravel used it. They abandoned it, but the County could have turned it into a parking area for the dock. I hope the dock is reconstructed into a recreational paradise. That other area could be made into a parking area.

Brad Middling: I didn't know it was legal to take your property, then take your contamination, and make the lessor responsible for it – even if you sign for it. Has the attorney said anything of that sort?

Elaine: This new attorney is now reviewing the lease. I have had one conversation with her. She said that is not done in commercial leases.

Brad: You can't sell your mess to somebody else. If you sign the lease, you would be no more responsible for what is there than if you didn't sign the lease. Right now they will say you created it.

Bob: Our instant problem is not that – it's that our insurance company will not insure it.

Brad: Because they don't want to be in a lawsuit along the chain. There should be a bond between you and DNR, and it should have nothing to do with insuring contamination. It should have to do with safety. It is a monetary bond between DNR and the Park District. You put a bond up that an insurance company makes an attachment to. Most of the contamination is not because of you – it was Standard Oil and was based on what the laws were back then.

Greg Rabourn: I want to thank the volunteer board for all your work on this and Elaine for braving

	<p>Facebook and actually putting stuff up there. Also for posting on the website. There is a lot of good information here if people are willing to look and search it out.</p> <p>Elise Giordano: I lived in an Alaska town with pollution similar to this. I am familiar with EPA, DNR, and docks. If you were to change ownership of the contamination underneath, the State would still make you liable for environmental. You could be waiting years for them to go after Standard Oil. Some people are saying this should be done quickly. Where I was, it went on for years. If the dock comes out, it won't be a quick turn-around.</p> <p>Bob: It is important we have this community support.</p>	
<p><b>11.12.19 Minutes; 11.9.19 – 11.22.19 Preliminary Vouchers; October, 2019 Vouchers</b></p>	<p>Karen: I move to approve the 11.12.19 Minutes; 11.9.19 – 11.22.19 Preliminary Vouchers; October, 2019 Vouchers.</p> <p>Abby: Second</p> <p>Pass: 5 - 0</p>	<p><b>Motion to approve the 11.12.19 Minutes; 11.9.19 – 11.22.19 Preliminary Vouchers; October, 2019 Vouchers. Pass: 5 - 0</b></p>
<p><b>October, 2019 Financial Report</b></p>	<p>Elaine:</p> <p><u>Admin</u> – ahead \$30k.</p> <ul style="list-style-type: none"> <li>• Other revenue up \$7k – higher interest than anticipated + payment from the Library for SWM fee + Walking Trail revenue going here now</li> <li>• Advertising – ahead \$5k due to lower print and mailing costs for the levy postcards</li> <li>• Bank Charges – ahead \$7k – I overbudgeted</li> <li>• Contingency – I took \$20k out of contingency and moved into 2020 for November election costs that will likely hit our levy dollars in April, 2020. Carried over into the 2020 budget.</li> <li>• Insurance – over \$9k. Enduris raised rates 10% over last year + our experience factor: pool drain, new van, new mowers, Barbara Lippman</li> </ul> <p><u>Maintenance</u> – ahead \$45k</p> <ul style="list-style-type: none"> <li>• Revenue up \$9k</li> <li>• Wages over by \$9k</li> <li>• Payroll taxes down \$12k</li> <li>• Benefits – under by \$11k due to intentional over budgeting</li> <li>• Supplies – under by \$4k</li> <li>• Mileage – over \$4k due to gate attendants</li> <li>• Materials – under \$13k due to no topdressing</li> </ul> <p><u>Commons</u> – ahead \$3600. This was over before, but I discovered Robin's wages were all being charged to Commons – transferred half to maintenance.</p> <ul style="list-style-type: none"> <li>• Revenue up \$3k, likely due to Stadium use</li> <li>• Correspondingly, wages over by \$3k</li> <li>• Benefits over by \$3k</li> </ul>	

	<p><u>Programs</u> – ahead \$32k</p> <ul style="list-style-type: none"> <li>Spent \$13k on Concerts in the Park/Dark; \$11k on the Rec Guide; everything else made money! <ul style="list-style-type: none"> <li>BARC +8300 with the grant</li> <li>Low Tide +1k</li> <li>Sailing +800</li> <li>Ski School will break even</li> </ul> </li> <li>BARC development and learning to do the Rec Guide was very labor intensive; all else relatively new for Eric. Carrying over \$25k into 2020.</li> </ul> <p><u>Pool Summer</u> – ahead \$5k – primarily supplies; all else is on target.</p> <p><u>Pool Winter</u> – tracking to be over by \$18k</p> <ul style="list-style-type: none"> <li>Revenue tracking \$24k under; dropped \$19k from 2018, \$13k in public swim &amp; \$6k from the Seals.</li> <li>Offset by wages tracking \$7k under</li> <li>All else is odds and ends</li> </ul> <p><u>Point Robinson</u> – ahead \$2000</p> <p>Revenue down \$19k</p> <p>Correspondingly, payroll down \$9k</p> <p>Utilities down \$3k</p> <p>All else odds and ends</p> <p><u>Fern Cove</u> – ahead \$9200</p> <p>Revenue down \$3k</p> <p>Offset by payroll down \$13k</p> <p><u>Other</u> – ahead \$11k</p> <p>We budgeted \$11k for the Fire District fee; turns out it will be \$4100, offset by the Hoopsters donation</p> <p><u>CIP</u> – Tracking \$35k ahead for 2019; the following items are being pushed into 2020:</p> <ul style="list-style-type: none"> <li>Ober Architecture fees @\$31k moved into 2020, since we moved the bid process into winter due to permit timing and construction into fall due to the new playground grant.</li> <li>Modified Village Green Entry from \$5,000 to the \$827 for permitting we spent. I question whether this will happen at all, but highly doubtful it will happen this year.</li> </ul>	
<b>Board Votes</b>	<p>Board Votes:</p> <p>Doug: Motion to approve Resolution #19-40 and Ordinance #19-41 for the 2020 levy.</p> <p>Hans: Second</p> <p>Elaine: I told you at the last meeting that these numbers can change. You will see the levy dollars went down from two weeks ago by \$8400. This happens as they finalize the assessed property value for the region. Interestingly, when I did my forecast after the April election when we decided on the 45 cent rate, my levy number was literally \$2 off from this one. The motion stands with the new dollar amount in mind.</p> <p>Bob: Why is it \$1.6 million?</p> <p>Elaine: We estimate high in case it goes up in the final analysis, so we don't need another resolution in case it changes.</p> <p>Pass 5-0</p>	<p><b>Motion to approve Resolution #19-40 and Ordinance #19-41 for the 2020 levy.</b></p> <p><b>Pass 5-0</b></p>

**2020 Budget –  
Draft 2**

Elaine: I'll just go through the highlights of what has changed since our last meeting.

- Levy - 2020 Property Value = 3,371,151,006, x .45/\$1,000 = \$1,517,018. Draft 1 was \$1,525,432.
- Carry over \$575,000 from 2019. Draft 1 was \$566,000. It will probably be more, but best to be on the conservative side.
- Fee increase scheduled for 2021 to be discussed in June, 2020).
- I submitted Staff and Management Goals I would like for you to read – we don't have to go through that tonight.

Admin:

- Computer – up \$5k – (\$4k in draft 1) for the server upgrade, as well.
- Insurance – up \$14k over 2019 (up \$12k Draft 1 – add 2 new trucks).
- Professional Fees –Add additional \$20k for legal fees – Tramp Harbor Dock.
- Printing – removed \$2k for printing the Walking Trail Guide – no new copies needed.

Karen: What was Charlie's response to the \$4k Fire District Fee:

Elaine: I still haven't heard anything from him.

Abby: They are meeting tomorrow to discuss the outside consultant report. That might tie in to their financial situation. Maybe we will hear after that.

Elaine:

Maint: I did find Doug's resolution about the lighting fees for VES. I added lighting fees of \$168 per month revenue for October – December.

Hans: We'll address that in June with the user fees.

Elaine: It doesn't take effect until October, anyway.

Doug: But for now, that's the policy.

Jason: We don't even have power there now.

Elaine: If they use the lights in January, we will charge for them, since that is in Doug's resolution.

Commons: Hans asked when the current Interlocal Agreement expires – June 30, 2022. It will automatically extend for another 5 year term unless either District votes to terminate the current agreement at least 90 days prior to June 30, 2022.

Programs: We only spent \$11k of the \$35k KC grant due to staffing problems and Eric making more revenue from camps than anticipated. We just learned we can extend the unused \$24k into 2020. This will pay for BARC programming again. Eric agreed to moving \$25k to Capital as a result of this grant savings. The Rec Program budget will be \$50k.

Pool: Doug asked for usage numbers. I sent those to you yesterday. Generally, regular use has gone up, but the revenue has dropped, because the senior usage has increased – their fees are half the general admission.

Karen: We should consider raising the senior fees in June due to new demographic statistics I have on the senior population.

Bob: What is the senior discount at other pools? 50% is a big whack.

Doug: I think it is also true that, based on high attendance at the Athletic Club, they are getting all the business on the island. 30 people in a class isn't unusual.

Karen: The data I looked at shows that the people moving to Vashon are over 65. 10 years ago, their net

	<p>worth was \$250k; now it is \$500k. We need to target the people who are moving here.</p> <p>Bob: Their income levels matter, as well.</p> <p>Elaine: Randy recognizes they had some fall-downs in swimming lessons, so he will focus on that this summer. Remember that the real stickler for the pool budget is the 10% increase in labor for the new minimum wage hitting January.</p> <p>Bob: The real key, then, is generating usage.</p> <p>Elaine: No changes in Pt Rob or Fern Cove. Capital Projects go up as a result of the transfer from programs. It goes up from \$138k to \$146k.</p> <p><b>Karen: I move to approve the 2020 budget.</b></p> <p><b>Hans: Second.</b></p>	<p><b>Karen: I move to approve the 2020 budget.</b></p> <p><b>Hans: Second.</b></p>
<b>Junior Taxing District Rate Discussions</b>	<p>Elaine: The Fire District - \$1.47 per Doug? I emailed Charlie – no response. That is a 4 cent increase out of the wiggle room bucket. Library – I emailed the Library Executive Director – no response, but Hazel said she heard 50 cents. That’s up 17 cents.</p> <p>Doug: Do they have regular meetings like we do?</p> <p>Karen: I’m guessing they don’t care.</p> <p>Hans: I would agree, but I want them to be responsive.</p> <p>Elaine: I wrote a sad story about what this could do to us.</p> <p>Karen: I will go to a meeting if we find out when and where.</p> <p>Hans: And Hazel doesn’t know when they would run?</p> <p>Elaine: I don’t know. Last year, they were looking at August.</p> <p>Elaine: At the last meeting, it was asked What is the law on this? Where does the JTD legislation sit? WAC 458-19-005 – Washington Administrative Code and RCW 84.04.120 defines STD and JTD – prorating, etc all defined in RCW statutes. Revised Code of Washington is Washington State Legislature. It is legislative, not constitutional. I have written to Senator Nguyen twice – no response. I copied one of his staff persons on my second one. I said we need to discuss Tramp Harbor Dock and the Junior Taxing District.</p> <p>Doug: One of the questions might be to find out if there is a finance committee, even in the House of Representatives – that might be the person to contact.</p> <p>Hans: Our representatives have more seniority than Nguyen has.</p> <p>Elaine: I just wish he would respond and give me some guidance.</p> <p>Doug: Fitzgibbon ought to know but doesn’t.</p> <p>Elaine: I will reach out to our representatives, as well.</p> <p>Jason: The Library meets in Issaquah, last Wednesday of every month at 5:00.</p>	
<b>Sunrise Ridge Lease</b>	<p>Elaine: Sunrise Ridge has 2 ball fields that historically have been used by VYBS, so we lease the fields from Sunrise Ridge for \$500 annually for that purpose. We maintain the fields during baseball season and also provide dog waste bags and empty the dog waste container. They allowed the Food Bank to install a propane tank right next to the backstop to one of the fields. VYBS feels that field is unsafe and unusable. Also, they decided last year that, due to the hassle over parking, they didn’t want to use the other field either – and going forward. It only makes sense that we withdraw from the lease. There is no reason to pay \$500 and maintain their fields if we’re not going to use it – it smacks of inappropriate gifting.</p>	

	<p>Doug: Is there anything else we might use the fields for? The lease says baseball only.</p> <p>Elaine: If a dog park ever materializes, we can enter into a new lease then.</p> <p>Hans: We now have superior fields, and we no longer need Sunrise Ridge.</p> <p>Bob: The tanks caused damages to us, so that seems like a reasonable out.</p> <p><b>Abby: I move that we dissolve the lease.</b></p> <p><b>Karen: Second.</b></p>	<p><b>Abby: I move that we dissolve the lease.</b></p> <p><b>Karen: Second.</b></p>
<b>Policy - Benefits</b>	<p>Elaine: As we did for Derek, Randy now wants to get cheaper health insurance through his wife. He wants to be paid the difference. We pay for every employee for medical. They cannot waive dental. So he has medical coverage. The idea is that they have medical. But if they go someplace else to secure it, the question is, since we budgeted for it anyway, why can't the wage go up commensurate with that amount? There would be an agreement to where if they came back to us for medical, the wage would be reduced.</p> <p>Hans: Wasn't Derek's situation different?</p> <p>Elaine: It was in that he also wasn't going to be getting PERS. He wanted to cut his hours back, so as a result, he wasn't eligible for benefits. He was making \$15/hour. He felt it wasn't worth his while to work 15 hours a week for \$15/hour. That was how we justified it.</p> <p>Hans: He was a part time employee, so we gave him a supplemental wage that was for benefits. It is different in that regard. We gave him his present wage plus a 25% benefit allowance. That is what the City of Seattle does to avoid getting sued for not providing benefits. Some companies treat temps like full time employees and don't give them benefits. In this way, he can't come back and say he should have been getting benefits. This is different, and I don't think it's very common.</p> <p>Doug: I have never heard of this.</p> <p>Abby: It's his choice to take medical from his wife and not from here. We shouldn't treat medical as a big pool of money available in various ways. I have never heard of that being done.</p> <p>Bob: If he wants to use his wife's policy, he can fall back on ours. He can have double coverage. We want our people to be covered. We have no way of knowing if he is covered or not.</p> <p>Elaine: One issue, though, is that Randy is a ¾ time employee. He does have to pay the commensurate difference to full time.</p> <p>Bob: But if we let that happen, and he gets divorced and has no insurance, we have no way of knowing that. We don't want our people to not be insured.</p> <p>Elaine: So the idea is that we would still cover him and make him pay the difference still.</p> <p>Hans: Bob, we could require him to provide evidence he has insurance, he has to tell us if it lapses. It's a different question if he simply wants to forego the insurance when he has it elsewhere. I would consider approving that.</p> <p>Abby: I would support that, since he has insurance elsewhere. But not pay him cash money. That way he saves by not paying the part of the premium.</p> <p>Hans: Allow him to opt out of our insurance.</p> <p>Elaine: He wouldn't be able to jump back on to our insurance if he got a divorce. There is an open enrollment time.</p> <p>Abby: I think he can if there is a life change. They make exceptions for qualifying events.</p>	

	<p>Bob: Well, let's confirm that.</p> <p>Abby: And ask him if he would reconsider staying on our insurance, since we don't want to pay a higher wage.</p> <p>Elaine: Well, I know he has already signed on to his wife's policy.</p> <p>Hans: Our point is we want to make sure he has coverage.</p>	
<b>Tramp Harbor Dock</b>	<p>Jason: I have a quick question. When I put up the fence on Monday, are we closing it at the 180 foot mark? Or at the entrance?</p> <p>Elaine: At the entrance. The insurance mandate is based on the condition of the dock, which includes the first 180 feet. And, oh, shoot! We forgot to take a vote on the closure. Even though it is a mandate, you should still take a formal position through a vote and suspend the rules.</p> <p>Abby: It's too bad we didn't do that when people were here.</p> <p>Elaine: I know, I'm so sorry. With all the other conversation going on, I forgot.</p> <p><b>Karen: I move we close the dock per the insurance mandate.</b></p> <p>Hans: Your note was that if we fixed the first 180 feet of the dock, insurance would consider covering it.</p> <p>Elaine: Correct.</p> <p><b>Abby: Second.</b></p> <p><b>Abby: I move to suspend the rules.</b></p> <p><b>Karen: Second.</b></p> <p><b>Motion to suspend the rules – Pass 5-0</b></p> <p><b>Motion to close the dock – Pass 5-0.</b></p>	<p><b>Motion to close the dock per the insurance mandate. Pass 5-0</b></p> <p><b>Motion to suspend the rules. Pass 5-0</b></p>
<b>Adjourn 9:00 pm</b>	<p>Abby: Move to Adjourn</p> <p>Karen: Second</p>	

Minutes by: Elaine Ott-Rocheford