



**The Wm. L. Welch Community Swimming Pool Renewal  
 SUMMARY JOINT COMMITTEE MEETING**

- COG Ad Hoc Regional Park Committee
- Centre Regional Recreation Authority
- State College Area School District Board of Directors

**Tuesday, January 20, 2009, 7:00 PM - COG Building Forum Room**

<b>Representing: COG Ad Hoc Regional Park Committee</b>	<b>Representing: Centre Regional Rec. Authority</b>	<b>Representing: SCASD Board of School Directors</b>
<ul style="list-style-type: none"> <li>• Dan Klees, Chair</li> <li>• James Rosenberger</li> </ul>	<ul style="list-style-type: none"> <li>• Sue Mascolo, Chair</li> <li>• Chris Hurley</li> </ul>	<ul style="list-style-type: none"> <li>• Rick Madore, President</li> <li>• Donna Queeney</li> <li>• Jim Pawelczyk</li> </ul>

Staff: Dr. Patricia Best, Supt. of Schools  
 Ed Poprik, Phys. Plant Director

Ronald J. Woodhead, Director CRPR  
 Jim Steff, Exec. Dir. COG  
 Todd Roth, CRPR Aquatics Sup.  
 Diane Ishler, Office Manager / Recording Sec.

*This meeting was audio recorded.*

**1. Welcome & Purpose of Meeting:** Ronald J. Woodhead, Director CRPR

Mr. Woodhead thanked everyone on the various committees/boards for coming and also thanked those from the community for attending. He asked everyone listed above to introduce themselves.

Mr. Woodhead then provided a summary of the remaining items to resolve using a PowerPoint Presentation. He related that he had high hopes that the latest concept would be acceptable and the renewal process could go forward. The latest concept for shared parking and access proposed 5 ADA parking spaces plus a drop-off area at an estimated cost of \$96,000. This new concept was prepared on Jan. 13 and incorporated into the Master Site Plan by the consultants. It was then presented to a Joint Meeting of the Ad Hoc Regional Park and the Authority on Jan. 15, then to a Community Meeting that evening. He then reviewed the shared parking on this proposal. The last slide of the presentation related to walking distances from the shared parking spaces to the new pool gate, including to the distance previously discussed by COG as the maximum distance from the new pool gate. As provided in the agenda, he opened the discussion for comments from the public.

**2. Comments from the Public:** Comments from each person were limited to 3 min.

**Jean Najjar, 938 S. Sparks St., State College, PA**, likes the last concept showing only one driveway (there have been too many driveways right there). It is a real improvement. She hopes the School District and COG can make it work and the project can go forward now. Wants the pool to stay where it is because it is a real asset to their neighborhood. They like to walk to that area.

**Kim Faulds, 805 W. Foster Ave., State College, PA** indicated that we need to close this issue. She has a second grader who wan an infant when this discussion first started. She said that the two groups have been talking about the Welch Pool project for seven years and it is time to get everyone at the same table and get something done. We need to get something in writing that the school board and

the COG are committed to this, do what is right, and move forward - with the pool remaining “downtown”. It has been discussed too long to still have the relocation of the pool on the table. Because we need this pool, we need to move on and do it.

### 3. Review & Discuss the Issues

A summary of the apparent status of each item was distributed with the agenda packet and also available at the meeting. The summary was developed to serve as an outline for the discussions here.

Mr. Klees reviewed events to bring everyone up-to-date. On Thursday, there was a Joint Meeting of the Ad Hoc Regional Park Committee and the Centre Regional Recreation Authority to view the Welch Master Site Plan and review the current parking discussions. Using the “Welch Pool Renewal, Status of Proposals: Municipal & School District” distributed by the staff, the joint committees seemed to agree on most points. He reviewed the current conditions and interim conditions, then moved to the permanent parking. The interim would include the school district providing 5 ADA parking spaces and a drop-off to become permanent in June 2012; the one point to be clarified was the permanent parking. The Committee/Board agreed that the 111 shared parking spaces should be within a radius of 387 feet from the pool gate and on the South Side of Westerly Parkway - with no future buildings between the pool and the shared parking.

Mr. Pawelczyk related that using the radius idea moves beyond “interim parking” and “permanent parking.” He thinks that would work. He thinks that it comes down to responsibility; whose responsibility is it to pay for the modified parking of ADA spaces and drop-off. If the Authority removes the 37 spaces that are now located on the Welch Pool site, whose responsibility is it to restore those parking spaces? Mr. Pawelczyk related that the person removing the spaces should be the one to pay for the replacement spaces; not the school district. Ms. Mascolo thought the school district was going to work with COG since we allow school district parking on the Park Forest lot and are allowing the Welch Pool bathhouse use, as requested. Mr. Klees reminded everyone that when the lease was signed in 2007, the school district was going to have construction on that site and everyone knew that the Welch Pool parking would not be provided on the renewed Welch Pool site. Since that time, the school district’s situation has changed and it was an oversight as to what that meant for pool parking. Ms. Queeney said that the School Board never thought of replacing parking but it was clear that the entire pool area would be used for the pool. Now, we have the spaces required and they can be used by the pool patrons. Ms. Queeney noted that the pool land lease says that if the school district would do any construction, the school district would be responsible for making sure there was parking provided for Welch Pool. Mr. Rosenberger asked if we could stay with the last concept that has 111 spaces in the radius of 387 feet. More discussion followed about the parking and spaces. Mr. Madore said there probably would not be a problem if the present parking would become the permanent. They could agree that no buildings would be built between the shared parking and new pool. He also indicated that pool patrons will use the North parking lot regardless if the school district or the COG wants them to. There was general agreement that the current parking could become the permanent parking.

Mr. Madore thinks the only item remaining to discuss is #14:

*“14. To finalize the District’s funding commitment for the temporary facilities (drop-off area, ADA parking, driveway construction and pedestrian path), and for the permanent, shared parking spaces. The Authority has offered to provide engineering services for the temporary items.”*

...whether the school district is responsible for the payment. He related that an assumption was made that the school district would pay for the ADA parking spaces and drop-off. He related that if the COG was taking the parking spaces out of the leased area; it is the COG responsibility to pay for the replaced spaces. If the COG wants to use their land for construction of these spaces, that would be agreeable with the district. There was discussion on why or why not each entity should or should not pay for this parking. The school district representatives related they are entering a very difficult budget year with the

school district only allowed to increase their spending by 4.1% per PA Act 1. This means that there are no extra funds for a recreation-related expenditures; in fact, some educational necessities may not have funding. The representatives of COG did not know the school district would take this stand. They did think that since it was all taxpayer monies; it shouldn't make a difference. The \$5.4 million approved by COG in 2007 was for use within the pool fence.

Mr. Steff wanted to clarify what funds were being discussed: the \$96,000 for the ADA spaces and drop-off or the permanent spaces vs. the prior proposal for \$275,000 (with 48 new spaces)? It was the \$96,000 proposed to construct the ADA spaces and drop-off that was at issue. Mr. Rosenberger indicated he thought the ADA spaces and drop-off would be beneficial to both parties since the school district has games in the fields above. The school district indicated that those facilities would not be needed for their uses. In trying to clarify the issue, Mr. Rosenberger asked if the COG comes up with the \$96,000 that we can have the agreement written, sent to the Solicitors, and have agreement by the school board; is this the only issue?

Mr. Roth asked about the proposal for the district to provide 111 spaces within a certain radius of the pool gate. Mr. Pawelczyk indicated he thought that would be a good idea and would eliminate the confusion created by dealing with interim and permanent parking. Mr. Rosenberger asked if it is the same group of taxpayers, why the ADA parking spaces and drop-off (\$96,000) couldn't come out of the pool construction funds? Some of COG representatives agree; other COG representatives related that the \$5.4 million dollars was to be spent inside the fence. Mr. Klees is not sure how we legally could get a decision from COG in time for the school board meeting on January 26, 2009. Ms. Queeney asked if they could take the agreement to the School Board contingent upon the CRRRA/Ad Hoc Regional Park Committee agreeing to fund the ADA parking spaces and drop-off. She would like to see this put on the agenda. A reminder was provided that the attorneys would not have a chance to review the agreements before the meeting.

Dr. Best, State College Area School District Superintendent, spoke to the taxes being used for the pool parking. She indicated that school taxes are to be spent for the school and educational benefit of the students, while municipal taxes are to be used for municipal projects.

Mr. Mascolo, an Ad Hoc Regional Parks Committee member who was participating as a member of the public, indicated he would be remiss to the residents to place the pool in its current location instead of at one of the regional parks that are being developed. A discussion followed as to why he felt this way and the school district's reply.

Mr. Rosenberger asked if the school district could supply any of the money, even a small amount that would encourage the elected officials to agree to pay for the construction of the ADA spaces and drop-off. Mr. Steff related that he liked Dr. Queeney's suggestion to take this to the School Board meeting on Monday night and asked the Board to ratify the agreement with the stipulation that the COG pay for the ADA and drop-off parking construction. This would focus the discussion to one for the General Forum making it easier to get a decision. The COG representatives agreed that it would be a good idea.

Mr. Woodhead indicated that the municipalities have financed the pool renewal costs over a 20-year period. Could the COG construct and pay for the ADA parking and drop-off area with the school district then reimbursing the COG later when the economic climate was better? The school district representatives felt they were not legally allowed to take such action.

After further discussion by the group, the maximum radius of the most-distant pool parking space was established at 400' from the new pool gate.

Mr. Klees asked if there were any further comments from the public.

**Lori Paterno, 923 S. Sparks St., State College, PA** - As a community member who has been involved with this project, it was surprising to her that the COG still moved forward with the project after they knew that the school district had changed their construction plans. She said the COG still moved forward with this location and stated that this location would not change. She would rather have

less “bells and whistles” at the new pool than relocate the pool. She says that the public has not been asked if they want this type of pool here or do you want it elsewhere?

**Rebecca Hirsch, 1918 Bayberry Drive, State College, PA** - just to clarify, there is grant money being used for this project that must be used by what date? Mr. Woodhead indicated that the grant is good for three years (from Nov. 2008) and was for \$375,000. The Welch Pool is to finish May 2010 which would be within the grant date. She asked if COG stopped this project, would we lose the grant due to the economic conditions? The state may not be as willing to provide the money. She would rather see a slide be dropped temporarily than have the project postponed or dropped. That slide could be added later. She thinks that it would be profitable to move it forward since tax dollars have been used to proceed to this point.

Mr. Mascolo indicated that when the pool discussion was in the first stages, an alternative site was not available. COG did not own any suitable land; now they do.

**4. Finalize a Schedule for Action** on the necessary cooperative agreements regarding:

- The principles of the agreements
- Creating the agreements by the respective Solicitors
- Official action by the District and the Authority on the final documents

Mr. Klees asked the school board representatives if they wanted either he or Mr. Woodhead to attend their meeting on January 26, 2009. General Forum meets on the same evening. It was decided that a listing of the points that needed consideration would be fine. Mr. Klees stated that the new listing did not have to be as long as the current listing since some of the items relate to each other.

Ms. Queeney asked if it made any sense to give the Authority a copy of what is going to be presented at the School Board meeting. Dr. Best asked if it would be different than the listing provided for this meeting. It was decided to go down over the list and make sure the information summarized the situation accurately. The list was reviewed and a copy of the result is attached to this summary (*Attachment #1 - Principles of Agreement*).

Mr. Pawelczyk asked if the parking is constructed and funded by the Authority outside the Welch Pool site, who owns the parking. It was relayed that the school district would own the parking and it would have to be covered in a parking lease or agreement between the school district and the Authority. The SCASD waterline relocation (for the Welch fields) movement does not have to be part of the lease but does have to be approved by the school board.

A joint meeting of the COG Ad Hoc Regional Park and the CRRA is scheduled for January 27, 2009, at 12:15 PM where this can be discussed. Assuming a green light on the Authority side for the parking, the agreement should be ready for action by the School Board at their February Meeting. Mr. Klees asked Mr. Steff what he thought about putting on the agenda for the General Forum meeting on January 26, 2009. He thinks it would be more important for Mr. Klees and Mr. Woodhead to be present at the General Forum meeting.

**5. Adjournment** Adjourned 8:30 PM

Enc. Attachment #1 (Page 5-6) Principles of Agreement (as a result of this meeting)

*This summary was prepared by Diane Ishler, CRPR Office Manager,  
and will be provided for school and municipal records.*

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# ATTACHMENT #1: Principles of Agreement - January 22, 2009

## THE WELCH POOL RENEWAL

Centre Regional Recreation Authority (CRRA)

State College Area School District (SCASD)

*As discussed at a Joint Committee Meeting on Jan. 20, 2009*

The purpose of this overview is to summarize the principles of the proposed agreements to supplement the Pool Land Lease Agreement (2007) between the CRRA and SCASD for the shared uses related to the Welch Pool Renewal:

- Shared Parking and Access Agreement
- Shared Use of Pool Bathhouse Agreement.

If acceptable to the District and the Authority, the respective solicitors would be asked to prepare the necessary documents for official action by each party.

1. Both parties wish to provide the Wm. L. Welch Community Swimming Pool, its related facilities and parking in perpetuity, for the benefit of the Centre Region community.
2. SCASD agrees to permit the use of the existing South High school facilities for the primary pool parking area (a minimum of 106 parking spaces) and related access to the pool facilities. The term of this agreement should coincide with the Pool Land Lease Agreement: expiring December 31, 2031, with a renewal provision of 10 years.
3. SCASD will grant the necessary permissions for the CRRA to plan, construct and utilize the facilities as generally outlined on the attached plan (Exhibit A) to include a drop-off area, five ADA parking spaces, a pedestrian access path and other related facilities. These facilities will be funded by CRRA and constructed as part of the Authority's pool construction project.
4. The planning and construction of the ADA parking spaces, drop-off area and related facilities by CRRA will be finalized with the coordination and approval of SCASD staff, which will include unrestricted access to the South Building facilities for school operations.
5. Maintenance and ownership of the shared parking facilities, shared driveways, ADA spaces, pool drop-off area and sidewalks will remain with SCASD.
6. The CRRA will provide SCASD access to the new pool bathhouse (during Spring & Fall) by separate agreement, at no direct cost to SCASD other than operational reimbursements.
7. As provided in the Pool Land Lease Agreement, "if Lessor (SCASD) engages in a construction project the parking areas will be modified at Lessor's expense and will include a drop-off area and handicapped parking spaces for the use of pool patrons." In addition, it is agreed that: <ul style="list-style-type: none"><li>• The drop-off area and the handicapped parking spaces will be replaced by SCASD only if they are impacted by those modifications.</li><li>• All (106) shared spaces for the pool will be located within a 400' radius of the pool entrance gate and only on the south side of Westerly Parkway.</li><li>• There shall be no buildings or structures between that area and the pool facility (the two areas should be contiguous),</li><li>• The COG / CRRA will be included in the Master Site Planning process for the South Building as it relates to the future viability of the Welch Pool complex.</li></ul>

8. As long as SCASD retains ownership of the High School Properties, it will share parking with Welch Pool. If the sale of the pool lands or shared parking areas becomes necessary, the district agrees to meet with CRRA and discuss that proposal at least six months prior, including providing for a buffer area around the pool facility. The “shared parking & access” responsibilities for the pool will remain the obligation of any new landowner, as is now provided in the Pool Land Lease Agreement, for the life of that agreement.

9. At all times of pool operations, pool patrons will be permitted to access, on a supplemental and optional basis, designated parking spaces in the North Building parking area. The High School Band Camp will retain sole access to the entire South Building Lot on August weekdays from 8 AM - noon. However, during the band camp times, pool patron access to the pool drop-off area and the pool ADA spaces will be maintained.

10. SCASD agrees to construct an alternate water service and supply to the sportfield area above Welch Pool. The current water service is provided from the existing Welch Pool bathhouse and is scheduled to be demolished upon the start of the Authority’s pool construction project.

EXHIBIT A

**PROPOSED MASTER SITE PLAN**

***WITH DROP-OFF AREA, A.D.A. PARKING, PEDESTRIAN PATH & POOL ENTRANCE PLAZA***



End of Attachment #1