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Des Moines Pool Metropolitan Park District

January 28, 2025

7:00 p.m.

Regular "Hybrid" Meeting

Meetings are hybrid: being held remotely using Zoom and in-person at the Des Moines Pool MPD District Office (22015 Marine View Dr. So. – Main floor). If you wish to listen in, please do so at 1-253-205-0468; Meeting ID: 898 9376 4863; Passcode: 074551. Any questions or comments should be directed to Scott Deschenes, District General Manager at (206) 429-3852 or by email at scott.deschenes@desmoinespool.org. Public comment for those who cannot physically attend will be due by email to info@mtrainierpool.com by noon on the day of each meeting. Patrons that can attend in-person will be allotted three minutes during public comment (#5). This is due to the hybrid format of the meetings.

AGENDA

7:00 **1. CALL TO ORDER ROLL CALL**

7:01 **2. PLEDGE OF ALLEGIANCE**

7:02 **3. ADOPTION/MODIFICATIONS OF AGENDA**

7:03 **4. ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS**

7:04 **5. PUBLIC COMMENT (Please Limit to Three [3] Minutes)**

Hybrid Meeting: If you are unable to physically attend and wish to make public comment, please submit in writing via email to info@mtrainierpool.com by Noon on Tuesday, January 28. Please include your name, address, and contact phone number. All timely submitted public comments will be read at the meeting subject to the time limit. Any public comments received after noon, will be read at the following regular meeting

7:08 **6. CONSENT AGENDA**

a. EXPENDITURE/REVENUE FOR NOVEMBER(DECEMBER PUSHED TO FEBRUARY)

b. STAFF/CONTRACTOR/COMMITTEE REPORTS

District General Manager Report

c. ADOPTION OF MINUTES

December 10, 2024, Regular Board Meeting

d. CORRESPONDENCE

None

e. BANK TRANSFERS (MRP REVENUE)

f. VOUCHER APPROVAL

\$41,083.50 was processed in December 2024 for warrant requests.

g. KING COUNTY ELECTRONIC FUNDS TRANSFERS (EXPENSES)

\$65,533.03 was processed in December 2024 for payroll and payments.

22015 Marine View Drive South, Suite 2B, Des Moines WA 98198 (Physical Location)

22722 19th Avenue South, Des Moines, WA 98198 (Mailing Address)

To enhance our community's quality of life by providing access to and promoting participation in aquatics programs

The Des Moines Pool Metropolitan Park District is committed to compliance with both the Washington Law Against Discrimination and the Americans with Disabilities Act. The District's meetings are being held hybrid including remotely. See the information above to join a meeting. If you have any questions, please contact Scott Deschenes, District General Manager, 206.429.3852.

7. OLD BUSINESS

- 7:10 a. Resolution 2025-01 Board Officers
- 7:15 b. Resolution 2025-02 Board Committees
- 7:20 c. 2025 Board Meeting Schedule
- 7:25 d. Policy 101, Bylaws (first touch)
- 7:30 e. Q4 Aquatics Manager Report
- 7:40 f. Pool Advisory Committee Update
- 7:50 g. Grants Update
- 7:55 h. Engineer of Record
- 8:00 i. KCYAS Get Active, Stay Active Allocation
- 8:05 j. SAO Audit Update

8. NEW BUSINESS

- 8:08 a. Website Translation
- 8:13 b. Colibri Northwest Agreement (City Magazines)
- 8:16 c. Shower Repairs

9. GOOD OF THE ORDER

10. UPCOMING MEETINGS

- February 28, 2025 (Fourth Tuesday), Regular Board Meeting, 7:00 p.m., Location DMPMPD Office (22015 Marine Drive So. #2B, Des Moines, WA)

For other future meetings, [click here](#) to visit our website's governance page.

ADJOURNMENT

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Des Moines Pool Metropolitan Park District

AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 6a-g

Assigned to: District GM

Meeting Date: January 28, 2025

Under: Consent Agenda

Attachment: Yes

Subject: Consent Agenda

Background/Summary:

To improve process and better utilize time, the following items have been moved to the Consent Agenda:

Item 6a: Financial Summary

- November Expenses and Revenue
- December Expenses and Revenue (Pushed to February 25, 2025, Reconciliation Issue)

Item 6b: Staff/Committee Reports

- District General Manager Weekly Reports

Item 6c: Adoption of Minutes

- December 10, 2024, Regular Board Meeting

Item 6d: Correspondence

Item 6e: Bank Transfers (MRP Revenue)

Item 6f: Voucher Approval - The following voucher/warrants totaling **\$41,083.50** were approved for payment.

- \$1,081.40 was processed on December 9, 2024
- \$20,860.83 was processed on December 9, 2024 (Date listed as 11/27/24 on warrant)
- \$9,887.83 was processed on December 11, 2024
- \$8,748.85 was processed on December 18, 2024
- \$504.59 was processed on December 18, 2024

Item 6g: Funds Transfers (Payroll) - The following Electronic Transfers to King County totaling **\$65,533.03** were processed for payment.

- \$34,020.23 was approved for payroll on December 15, 2024
- \$31,512.80 was approved for payroll on December 31, 2024

A total of **\$106,616.53** was processed in December 2024 under the oversight of the Clerk of the Board.

Per RCW 42.24.180(3), "The legislative body shall provide for its review of the documentation supporting claims paid and for its approval of all checks or warrants issued in payment of claims at its next regularly scheduled public meeting or, for cities and towns, at a regularly scheduled public meeting within one month of issuance".

Fiscal Impact: Detailed above.

Proposed Motion: I move to approve (or not to approve) the Consent Agenda including the vouchers and electronic transfer requests processed in December 2024 totaling **\$106,616.53**.

Reviewed by District Legal Counsel: Yes No Date: _____

Two Touch Rule: N/A First Board Meeting (Informational)
N/A Second Board Meeting (Action)

Action Taken: Adopted Rejected Postponed

Follow-up Needed: Yes No Report back date: _____

Notes:

- Attachments: Various

DES MOINES POOL METROPOLITAN PARK DISTRICT

Date: Thursday, January 23, 2024

To: District Board Commissioners

From: Scott Deschenes, District General Manager

Subject: Weekly Reports - Week of December 13, 2024 – January 24, 2025

WEEK ENDING December 13:

BOARD MEETING FOLLOW-UP

- Signatures: I sent the board minutes and resolutions out for signatures on Wednesday morning. Let me know if you did not receive it, and I will resend it. I only have 2 of 5 signatures at the time of sending this email.
- Minutes: I will have minutes out early next week.
- Rate Changes: I posted the updated rates to the rates and fees pages. They have also been posted around the facility, and we will send an email blast out early next week. Also contacting partners on updated rate changes next week. Staff is also working with the water exercise classes to talk to their participants.
- MRSC Roster Information: Shane contacted me and sent me some examples on Wednesday. I am working on this project and should have something with his help by January 28's board meeting.
- Unclaimed Property Letters: All credits were removed from the system on Thursday, and letters will be sent out early next week.
- Public Outreach Committee: Shane Stender sent me the charge and norms for the pool advisory committee.
- Next Meeting: Our next meeting will be Tuesday, January 28 at 7pm.

AUDIT UPDATE

We met this Thursday and are working to get the information into the system. As Shane said, I do not think this will be done until early 2025.

REPAIRS

Both Aquatic Specialty Services and MacDonald Miller were present for repairs on Thursday. All repairs were completed on time, and we sent out an update this morning about re-opening.

[https://createsend.com/t/d-](https://createsend.com/t/d-1D10CE51AFED46C82540EF23F30FEDED?fbclid=IwY2xjawHJQGVleHRuA2FlbQIxMAABHYaxWD3X1kb8gGRG29FtDQkwiCXCGubBoXLvJSGKc-nChUPINRO_bqXAkQ_aem_nDOyz_LQS7dRtT660_TTXw)

[1D10CE51AFED46C82540EF23F30FEDED?fbclid=IwY2xjawHJQGVleHRuA2FlbQIxMAABHYaxWD3X1kb8gGRG29FtDQkwiCXCGubBoXLvJSGKc-nChUPINRO_bqXAkQ_aem_nDOyz_LQS7dRtT660_TTXw](https://createsend.com/t/d-1D10CE51AFED46C82540EF23F30FEDED?fbclid=IwY2xjawHJQGVleHRuA2FlbQIxMAABHYaxWD3X1kb8gGRG29FtDQkwiCXCGubBoXLvJSGKc-nChUPINRO_bqXAkQ_aem_nDOyz_LQS7dRtT660_TTXw)

HOLIDAY SWIM

The Holiday Swim is this Saturday, December 14 from 1-3pm. We sent an email out on Tuesday, December 10.

- Email blast link: https://createsend.com/t/d-A61F1C40522CD6112540EF23F30FEDED?fbclid=IwY2xjawHJQM5leHRuA2FlbQIxMAABHbwQqhNuId-Uh7XZ3rhgYHj1HnoVvObPdJMETOYZQ01yaH-g4LgoUh8yhg_aem_6p6YRgXFXRIkYuP18tjRKg
- Facebook event page: [https://www.facebook.com/events/9161712673849214?acontext=%7B%22event_action_history%22%3A\[%7B%22mechanism%22%3A%22attachment%22%2C%22surface%22%3A%22newsfeed%22%7D\]%2C%22ref_notif_type%22%3Anull%7D](https://www.facebook.com/events/9161712673849214?acontext=%7B%22event_action_history%22%3A[%7B%22mechanism%22%3A%22attachment%22%2C%22surface%22%3A%22newsfeed%22%7D]%2C%22ref_notif_type%22%3Anull%7D)

SWIM LESSON REGISTRATION

Just a reminder that swim lesson registration is next week. Saturday is the deadline for scholarships, and registration will start next week.

PTSA SWIM UPDATE

Midway Elementary notified us they are interested in March 8. We have PTSA's scheduled for all schools except North Hill and Marvista. We will reach out to both schools during the new year.

NORMANDY PARK CITY SCENE AD

Gene is putting together an ad for the Normandy Park City Scene. We are working to use an infographic that required additional space. I approved an additional \$130, as I think it will stick out more and have good information supporting the pool.

LOGO FOR 50TH

For 2025, Gene and I also discussed adding the dates, 1975-2025 below the logo on marketing materials. It will hopefully make people aware of the age of the pool.

OLD PASSES

A paraeducator at Des Moines Elementary reached out to see if it was okay to use old swim passes that were handed out before the district took over pool operations. We redistributed new passes to replace the old ones.

TUKWILA POOL CLOSURE

Tukwila pool will be having their annual pool closure from December 21-31.

MRHS SWIM TEAM UPDATE

The MRHS Swim Team is 1-1. They are also looking at adding a mini-meet that we would host.

RESEARCH

- New City Manager outlines leaner budget as DM City Council considers financial challenges and service cuts (Waterland Blog) - <https://waterlandblog.com/new-city-manager-outlines-leaner-budget-as-des-moines-city-council-considers-financial-challenges-and-service-cuts/>
- Feedback needed on proposed changes to the public records act model rules (MRSC) - <https://mrsc.org/stay-informed/mrsc-insight/december-2024/model-rules-changes>
- Orwall replaces Keiser in state senate (Waterland Blog) - <https://waterlandblog.com/you-sat-down-as-rep-orwall-you-shall-rise-as-sen-orwall-tina-orwall-selected-tuesday-by-king-county-council-to-replace-sen-karen-keiser-in-washington-senate/>
- Low-wage employee retention (MRSC) - <https://mrsc.org/stay-informed/mrsc-insight/december-2024/retention-strategies>

WEEK ENDING December 20:

MEETING MINUTES

I mailed the December 10 meeting minutes out earlier today. I set a deadline of Monday, January 20. If you have any question or concerns, please let me know.

KCYAS GRANT – GET ACTIVE, STAY ACTIVE

I spoke with our grant representative on Monday. They are not going to require us to need proof to give out the scholarship money and if elected, we can provide money towards improving our scholarship system to be fully translatable.

Also, the information on the grant webpage was a typo and the amount is actually \$10,000.

I have a plan and will present it at the January 28 meeting.

BEST STARTS FOR KIDS GRANT

We agreed on the agreement language, and should have something back from them in early January.

SWIM LESSON REGISTRATION

We had registration on Tuesday, December 17 for current students. We had around \$8,300 in registrations that evening. On Thursday, December 19, we put out an email notification on the openings for Friday new student registration.

We sent the following email on Thursday with updated numbers and links to register online for each class. Since registration will be Friday, evening, we will let you know in the next report.

<https://createsend.com/t/d-71DD29F94C34A1FD2540EF23F30FEDED>

HOLIDAY SWIM

We had good turnout for our Holiday Swim on December 14. We had a good turnout. Gene took pictures that we will share in a future weekly report.

SWIM MEET

We hosted the last swim meet before the break on Thursday, December 19. We moved swim lesson registration to Friday, since the parking lot would already be full with swim team parents.

ELECTRIC REPAIRS

We had MacMiller come in and look at an electrical issue with the ADA front door. This issue was resolved without a major issue. MacMiller did make recommendations on replacing some of the outlets, which came out at over \$5.4k. The repairs are not critical, so we are going to push off the repairs to March 2025.

WCIA INSURANCE BILL FOR 2025

We received the invoice for WCIA for 2025 and it is \$59,017. It is a little more than estimated, and significantly higher than our AWC-RMSA estimate.

I met with legal and we produced the attached letter to go out to WCIA. We sent the email by certified mail, and email on Thursday, December 19, 2024. I have attached a copy of the letter.

I also met with Dallas to finalize the cybersecurity paperwork. I should have the follow ups from the other two insurance companies later this week.

HOLIDAY HOURS EMAIL NOTIFICATION

We sent a holiday hours email that included information on our 2025 rates.

<https://createsend.com/t/d-FE5F9B470320C8392540EF23F30FEDED>

CITYSCENE AD

Gene put the following ad together for Normandy Park's City Scene.

HOW DOES MT RAINIER POOL SERVE NORMANDY PARK?



Since 2009, the Normandy Park Metropolitan Park District and the Des Moines Pool Metropolitan Park District have been committed to preserving Mount Rainier Pool and providing year-round access to swimming. As a result, Normandy Park residents enjoy substantial benefits, including:

- Exclusive discount rates for swim lessons, water exercise classes, swim passes, and rentals
- Priority registration for swim lessons and birthday party rentals
- Access to scholarships that cover 90 percent of all programs
- Complimentary lifeguard and swim instructor certification courses (valued at up to \$450) — Call for details

Don't miss out—contact us today for more information

BY THE NUMBERS



MT RAINIER POOL • 22722 19th AVE S • DES MOINES • 206.824.4722 • MRAINIERPOOL.COM

WEBSITE UPDATES

I updated the website's governance page with signed documents and new admissions policy.

WAIVER UPDATES

We are meeting on Monday to discuss removing the COVID-19 waiver information and update our waivers for 2025. This should be a good opportunity to change this and the fees at the same time.

RESEARCH

- Alert to Staff: Significant update to the Local Government Common Records (CORE) Retention Schedule (MRSC) - <https://mrsc.org/stay-informed/mrsc-insight/december-2024/retention-schedule-update>
- Best of the Best: River Road Parks and Recreation District (Aquatics International) - https://www.aquaticsintl.com/awards/best-of-the-best-river-road-park-and-recreation-district_o
- Best of the Best: City of Phoe

WEEK ENDING December 27:

SWIM LESSON REGISTRATION

We had two strong days of registration on Tuesday and Friday. We have a few open spots in some classes and some people (but not a lot) on waiting lists on others. Emmitt did a good job of balancing classes, and will adjust classes to try to best meet the needs of people on waiting lists. We do not have enough open slots for privates as we did last summer.

Emmitt is also going to use the communication tools in CivicRec to see if we can get some of the past participants into our Parent and Child 2 class.

RATE CHANGEOVER

We met on Monday, December 23 to go over the changes for changing over to 2025 rates including the POS layouts and new electronic fund transfer rates. The new rates will go into effect at Midnight on January 1.

We also cleaned up the waiver, prompts and receipt language including removing the Covid-19 information.

INSURANCE CLARIFICATION

We got clarification that we can sign up for part of the year next year and not give a full year's notice, but we will need to do this before we make our payment in January.

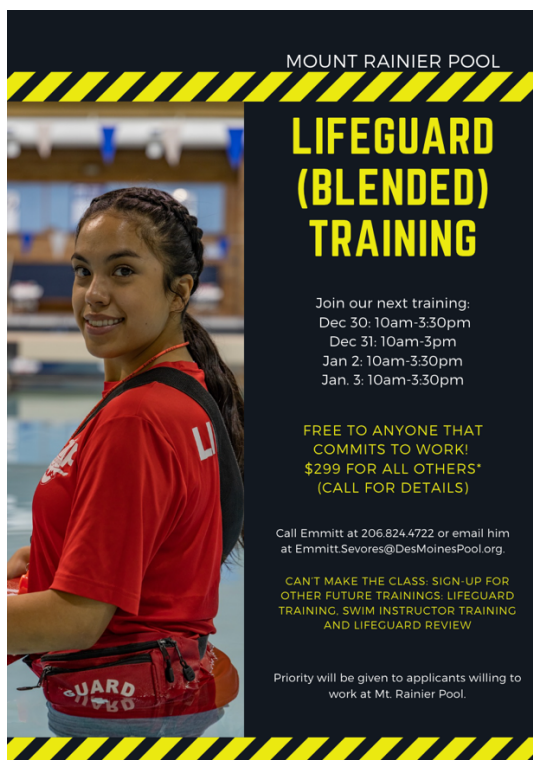
I got a little behind, but all insurance companies have been contacted. We are awaiting quotes from CIAW and Enduris, which we hope to have in early January.

AUDIT

Our auditor was off this week. We used the week to finalize all of our information to be sent in.

LIFEGUARD CLASS

The last couple of classes, we have filled mostly with our internal candidates (training to refine swimming) and lifeguard interest lists. We put the following email out on Monday, December 31, as we have about four spots open for the certification, which will start on December 30.



MOUNT RAINIER POOL

LIFEGUARD (BLENDED) TRAINING

Join our next training:
Dec 30: 10am-3:30pm
Dec 31: 10am-3pm
Jan 2: 10am-3:30pm
Jan 3: 10am-3:30pm

FREE TO ANYONE THAT
COMMITTS TO WORK!
\$299 FOR ALL OTHERS*
(CALL FOR DETAILS)

Call Emmitt at 206.824.4722 or email him
at Emmitt.Sevores@DesMoinesPool.org.

CAN'T MAKE THE CLASS. SIGN-UP FOR
OTHER FUTURE TRAININGS: LIFEGUARD
TRAINING, SWIM INSTRUCTOR TRAINING
AND LIFEGUARD REVIEW

Priority will be given to applicants willing to
work at Mt. Rainier Pool.

LIFEGUARD CERTIFICATION CLASS

Staff is working through recertification of many of our current lifeguards including those at universities. Staff led another class on December 21 and 22 that had ten participants.

HOLIDAY SCHEDULE

Just a reminder that we will close at 1pm on December 31 and be closed the entire day on January 1.



HOLIDAY
Pool Hours.

24 DECEMBER	Xmas Eve Pool Closed Entire Day
25 DECEMBER	Xmas Day Pool Closed Entire Day
31 DECEMBER	New Year's Eve Pool Closes at 1pm
01 JANUARY	New Year's Day Pool Closed Entire Day

All other days the pool will be open regular hours.

More Info:
www.mtrainierpool.com

ADDITIONAL SWIM MEET

We will be hosting an additional swim meet on Friday, January 3rd. The meet will be hand timed (not use scoreboard or timing system), and is a non-league match.

RENTAL PAGE UPDATE

We have updated the rental page with winter offerings. We also updated the rates for 2025. With the closing dates not set for the KCYAS Grant, we are a little apprehensive to list additional dates and times.

<https://mtrainierpool.com/rentals/>

CHIP READER

I am starting to work again with CMIT on the chip reader project. The main obstacle continues to be Heartland. We are PCI compliant, but this would help speed up in-person transactions.

WEATHER-RELATED ISSUES

On Thursday, we had a power outage that caused our BecSys system including no flow notifications to go down. Jared and Quentin restarted the unit, and all chemicals were within acceptable limits. We did not have to close the pool.

BecSys's notification system was disabled by the power surge, and will have to be reset by Aquatic Specialty Services next week. They are performing work outside the area this week.

JARED WOLD

Jared Wold has accepted a position with an HVAC company. He has done a wonderful job for us over the last six years and last three as a coordinator. His last day of work will be January 6th.

RESEARCH

Nothing to report at this time.

WEEK ENDING January 3:

SWIM LESSON REGISTRATION (SATURDAY CLASSES START TOMORROW!)

Emmitt is working to fill classes for Saturday classes starting next weekend. We also have weekday classes that start in February. For registration, we started adding links to the classes in the registration portal. We were able to get some direct registrations from this and hope to do it more in the future. Emmitt added a couple of classes on Thursday to better meet the needs of waitlist participants.

<https://createsend.com/t/d-CDDE214008ACC2C22540EF23F30FEDED>

I accidentally posted the Overflow Parking email this Friday, and had to put out a retraction, as Saturday classes start on January 11. I printed a retraction, because we shouldn't cancel social media posts without the proper public records software.

WEBSITE CHANGEOVER TO 2025 RATES

I updated the website to the 2025 rates. I also added links to the passes in the registration portal.

<https://mtrainierpool.com/pool-rates/>

I will send an email out about the monthly payment plans next week.

LIFEGUARD CLASSES

- Recertification Classes: We had a full class December 20-21 for the class. We had a patron complain that we did not publicize that we were using two lanes, so we updated the website's schedule page for the December 30-January 3 class.
- Blended Learning Class: We started with six participants, and one person quit after the first day. The class concludes on January 3rd.

LANE USAGE COMPLAINT

We received the following complaint by email.

Customer:

Hi Scott,

I came to the pool today at 10 am. I saw 2 lanes were used for lifeguard training. Will this be permanent and how often will the training be done?

Monday is usually crowded. I wish this kind of training could be done on the after the scheduled hours.

Is there a way to let us know ahead of time that couple lanes will not be in use, so I can come when more lanes are available? I usually go to the pool and go to work after few hours later, with the notification from the pool that could help me to make my schedule easier without delaying any activity.

Response:

Sorry for the communication issue. We only train lifeguards during breaks in school or on weekends. The current class is December 30-January 3.

The schedule should be back to normal after that. We will post any changes on the schedule's "schedule update" section (<https://mtrainierpool.com/schedule-2/>). We try to not send too many email updates as others have complained that we message too much. Feedback has been that reduced lane availability is too much messaging.

Part of the problem is that another local pool is closed, and their users are utilizing our pool. This with the class has led to higher user levels than normal. In the past, these classes have had little impact on usage.

We also have a lot of turnaround each year of staff going off to college. We continually have to train new staff during the breaks to be able to fill these roles. Offering classes in the evening and weekends during the break have lower turnouts. Our goal is to maximize our staffing levels to work on improving programming opportunities for our community.

Again, I understand your frustration, and I will work to better refine our communications. If you leave your full name, I will work with staff to try to either add a visit to your pass, or have a free visit pass for you.

Thank you and we look forward to using your input to improve our processes,

Customer Follow-up:

Hi Scott,

Thank for replying. I just got the surprise with 2 lanes were taken for training, but with your explanation, I understood some work needs to be done.

I got a lane to swim and shared with a swimmer. All 4 lanes got 8 swimmers and the water flashing from the movements of the swimmers were like in the washing machine. I got water in my mouth quite often and got slightly hit from both swimmers on both sides.

Thank for your suggestion, but I got a lane.

When the training is over, I think the crowded swimmers will be resolved.

Happy New Year, Scott!

SENIOR RATES

A participant emailed me on Thursday to say that we should lower our senior rate to 55+ because most pools use this age. 5 of 7 pool organizations that listed their ages were 62 and older. Below are a breakdown of the pool's senior ages.

- **65+:** (1+) Seattle (all 10 public pools), Seattle YMCA's (all branches)

- **62+:** (4) Federal Way, Hazen, King County Aquatic Center, and Lindbergh.
- **55+:** (2) Auburn, Tukwila
- **Not listed publicly:** Evergreen (I looked around their website, but didn't call them. I did find a search section on Google that said their age was 65 plus. The link did not work.

CUSTOMER SURVEYS

I created a customer service survey back in 2017, and on December 31 we had our first response. Since then, we had about over 69 responses. All seem to be legitimate. Quentin will share these as part of his report on January 28.

AUDIT UPDATE

We met with our auditor this week, and will be having an additional risk management audit with one board member. I will reach out to the board president about scheduling this next week.

PLACEMENT BOARD

Quentin reported that the placement board should be here soon. We will work with the donator and public outreach committee to setup an unveiling.

INSURANCE UPDATE

I have two of three quotes. I will reach out to the board president about moving forward next week. Both estimates are lower than WCIA.

RETURNED CHECK

We had a check returned from King County for the DMLF/KCYAS Grant. Angela is working to get this into the system, but it will not show up until 2025.

INVENTORY

We are doing our annual inventory check last and this week.

CHLORINE FEEDER ISSUE

Staff is continuing to work with Aquatic Specialty Services on the power outage issues we had on December 26 due to weather. All levels have been good, but staff has noticed some minor issues and want to ensure this does not become a larger problem.

RESEARCH

- Can trains save Seattle? (City Beautiful/YouTube-7:15 mark/DM Station)
- <https://youtu.be/12RnUzSGrkw?si=BPqQEOG05vFAZ36V>
- The risk of parks and recreation's ever increasing focus on cost-recover (NRPA Magazine)
- <https://ezine.nrpa.org/nrpa/ParksRecreationMagazine/january-2025/index.php#/p/12>
- Shared spaces – tips to balance use of public spaces(MRSC) - https://mrsc.org/stay-informed/mrsc-insight/november-2024/shared_public_places

WEEK ENDING January 10:

SPECIAL MEETING – JANUARY 14

We will have a special meeting on Tuesday, January 14 at 7pm. I emailed the packet out on Thursday, January 9. If you did not receive it, please let me know.

CHEM FLOW ISSUES

We have some issues that came up with the power surges from the windstorm that occurred around Xmas. The repair estimate I approved was for \$942 and was completed on Wednesday, January 8.

SHOWER ISSUES

We have some shower control issues that have occurred. We are having MacMiller come out to solve the immediate problem and will try to have the larger issues repaired with the KCYAS grant. MacMiller is replacing the buttons and valves for one of the showers. This should come out under \$1,000. We need to shut down the shower tree in until next week, as if we do not the shower will flow 24/7. This may get delayed as we are attempting to source parts from other parts of the country that may have weather delays.

We posted the message below in the showers and key access points to the facility.



SHOWER UPDATE

We understand there are issues with the showers.

Staff is working to get a short-term fix to get us to our next closure on the shower controls.

For the long-term, we have received a grant to replace the hot water tanks, and will also be working on the controls. We estimate a closure to repair this during the Spring or Summer to fully remedy the issues.

King County provided the grant to cover these repairs and the district will need time to adequately bid the projects to meet state legal requirements.

 MRP Management

GRANT AGREEMENTS

We are reviewing two grant agreements from King County Parks before moving forward. The grant agreements are the \$10k Get Active, Stay Active and \$213K Aquatic/Recreation Facilities Grants. We are meeting with the city's project manager next week on the \$213K grant to get that moving for a spring closure.

I have also worked out a program with King County for the Get Active, Stay Active Grant at the January 28 meeting.

SWIM LESSON UPDATE

Saturday swim lessons start this Saturday (January 11). All classes are filled or close to filled.

PTSA SWIMS

We met with Midway on Wednesday morning on their March 8 PTSA swim. Des Moines Elementary requested a second free event, so we contact both North Hill and Marvista for the remaining day on April 12. North Hill passed, but is interested in lifeguards coming out to their story time again this year. Emmitt is also discussing potential story time with Midway too. Marvista's president is taking it back to their PTSA. If it is not available, we will open the Saturday for Des Moines Elementary.

LIFEGUARD CLASS

We had four of six people complete the lifeguard class over break. One student pulled out at the last minute due to personal reasons and one person did not pass the test. Staff is looking at adding another training during the next break.

SEATTLE DIVE TOURS

Seattle Dive Tours will be renting a lane in the pool from 12-1pm (during lap swim) and 1-3pm (during cleaning) on 1/8 and 1/9.

KENNEDY HIGH SCHOOL DIVE TEAM

Kennedy High School has requested to utilize our pool for swim practices, as their normal pool is closed due to an emergency repair. We contractually have practices from 3:30-8pm with the high school and private teams. They were able to find another pool for their swim team practices, and Highline was able to work their dive team into their practice schedule.

BAD REVIEW AND RESPONSE

We received our first bad review on Google in a couple of years since 2021 on Google. Below is the review.

We went to the pool on Saturday for the open swim session with our 1 year old. My husband took the orange flotation mat (in one of the photos) out and put our baby on it at the corner of the pool. This staff who saw it since the beginning (I sat close to him) waited until my husband put our baby on it and yelled across the pool saying we can't use it because the pool was too crowded (see the photo). My husband put it away and saw that the other end of the pool was not crowded so he went to ask that guy. Guess what? He still said no. This time he said because his supervisor said so. So we are not sure what is the real reason. We wanted to ask his supervisor but it was 8 minutes left in the session so we let it go. It was unfortunate because the mat was perfect for my baby to play in the water.

Overall - not baby/toddler friendly. We were considering buying the annual pass but this definitely makes me hesitant.

Small pool. No showers next to the pool like the one in Federal way.

You can't use everything they put out near the pool (e.g., flotation mat) so when you see pictures in the review of kids playing with them and thought that your kids might like it and decided to come, you might be disappointed.

Here is the response we posted.

Thank you for taking the time to share your experience at the pool during the open swim session. I'm sorry to hear that you encountered issues with using the flotation mat for your baby.

It sounds like there was some miscommunication or inconsistency regarding our policies on using flotation devices, especially given the different reasons provided by the staff. It's understandable that you were disappointed, particularly as the mat seemed to be a great solution for your baby to enjoy the water.

We have followed up with staff to ensure there is better communication and more consistency in rules regarding flotation mats.

If you or anyone reading this review has an issue during your visit feel free to follow up with our onsite lead staff, as they are there to help you enjoy your visit and interpret any rules. The lifeguards are focused on monitoring the water for safety for you and your family members.

Feel free to reach out our aquatics management at info@mtrainierpool.com to directly to express your concerns. This feedback is valuable as it can help them improve communication between staff and visitors and ensure that guests have a more enjoyable experience.

Thank you again for your feedback, and I hope your next visit to the pool is a more positive one.

Quentin has followed up with staff, and is making sure this enforced correctly. He is also making sure the onsite leads are being more proactive in these situations.

For safety, we do limit usage of the floating items for safety. For the floating pads, staff may limit usage, if they feel there are too many people in the pool, as it takes away from sight under the water.

PUBLIC OUTREACH

We are scheduling an in-person meeting with Evergreen Aquatic Center representatives. We will schedule the meeting next week, and update you with the next report.

PRB ARTICLE

I sent out a preliminary draft of the article that is due on January 10. Shane Stender, Patrice and Gene are helping us with the article. Once it is finalized, I will include it in a future report.

RATES EMAIL

We sent an email out on Tuesday on the 2025 monthly passes. We have only sold one so far.

<https://createsend.com/t/d-838C04E9AE9C118C2540EF23F30FEDED>

AUDIT UPDATE

SAO is going to schedule a risk management meeting with us. We are waiting for one of our contractors to return from vacation and hope to have those scheduled by next week.

BOARD STIPENDS

Just a heads up that board stipend checks were mailed on Wednesday, January 8. The stipend checks include November and December, as the last month of the year we pay stipends to end the year out.

ELECTION SERVICES

We updated the jurisdiction and realized that positions 3, 4 and 5 are up for election at the end of the year.

DOWN ONE COORDINATOR

We met and decided to hold off on adding a coordinator until after the swim team season is over. Emmitt and Quentin will be covering the third staff's duties until we replace the position.

MRHS TEAM RECORD

MRHS Boys are 3-1. Their final home meet for senior's night will be next Thursday, January 16.

RESEARCH

- Caramel High School opens new state of the art pool (Swimming World Magazine) <https://www.swimmingworldmagazine.com/news/carmel-high-school-opens-new-state-of-the-art-pool-see-images-of-spectacular-facility/>
- Best of the best in targeted aquatics programming (Aquatics International) https://www.aquaticsintl.com/awards/introducing-aquatics-internationals-best-of-the-best-in-targeted-programming_o
- When to say no to the donation (NRPA Magazine) <https://ezine.nrpa.org/nrpa/ParksRecreationMagazine/january-2025/index.php#/p/12>
- Ferguson proposes \$4 Billion in reduced spending to help narrow Washington's budget gap (Olympian) <https://www.theolympian.com/news/politics-government/article298263328.html>

WEEK ENDING January 17:

JUNE 14 MEETING UPDATE

- **INSURANCE COVERAGE:** I need to submit insurance coverage to Highline School District for 2025, but I am awaiting to get a response from WCIA before doing so.
- **WCIA:** We sent our request to WCIA, and at they stated they need to discuss it internally, as we are the first organization to ever request leaving mid-year.
- **TOUR:** I will be giving Enduris a tour of the pool on Friday, January 24 at 10am.
- **MINUTES:** I will send minutes out for both January meetings at the same time to better control the paper trail.

JUNE 28 BOARD MEETING

Just a reminder that our regular monthly board meeting will be Tuesday, January 28 at 7pm. We have a full agenda and I estimate the meeting being between 60-90 minutes. The aquatics manager will be present to make his Q4 report, and we are adding a special topic on scheduling of staff. He will also present survey results from our customer service satisfaction survey and swim lesson evaluations.

WEBSITE CHANGES

- **BANNER AD:** We are bringing back the banner ad. We received feedback from the customer service surveys that people had trouble finding the schedule tab, and wanted to be notified. We did not get a lot of complaints, but enough feedback that we decided it would be a good idea. Also, staff will be able to control the content of the ad, and if the website adds Google Translate functionality, it will also be able to be translated. 575 is still working out the kinks. We used it to notify patrons of student night and will be updating it for a couple of reduced lane days next week revolving around rentals.



Welcome to the Mount Rainier Pool.

The Mount Rainier Pool is a six-lane indoor pool with a moveable bulkhead that allows the pool to be used for deep and shallow water activities. The pool offers American Red Cross Swim Lessons, water exercise, lap swim, family and open swim, special events, birthday party rentals, swim and dive team practices and water walking. It also has affordable fees, scholarships and accepts insurance memberships for all ages. It is located on the Mount Rainier High School campus in Des Moines, Washington.

[VIRTUAL TOUR](#) [REGISTER NOW](#)

UPDATE: MRHS Swim Team Sr Night (3-6 pm) on Jan 16 [READ MORE](#)

- **SECURITY UPDATES:** The DIVI Software and attachments were in need of updates, so I approved them to make all security updates to ensure the site hopefully doesn't get hacked.
- **TRANSLATION:** The website translation came back much cheaper than estimated. I looked around at other websites with translation and they have the same issues that we would have, so I have set this up to be done by Tuesday, January 21. We will be one of the only agencies that will have both the website and registration fully translatable. Since Google Translate is not 100% accurate, we will be adding the following disclaimer.

LANGUAGE TRANSLATION DISCLAIMER

You are asking to have the Des Moines Pool Metropolitan Park District website converted from English to another language. As a convenience to those who live and work here, the Pool District links to Google Translation which provides an automated translation of the website. The tool is not perfect, and the context of the text may not be considered when it is translated. As a result, sometimes the translation may lose some of its intended meaning.

Therefore, the Des Moines Pool Metropolitan Park District cannot guarantee the accuracy of the converted text. Where there is any question, the English version is always the authoritative version of the website. Some items on the site may not be translated, such as images containing text, documents, maps, and web page elements. In addition, some features on the site may not work in the translated versions. If you have any questions about information that appears on our site, please [contact us](#).

NO MORNING HOURS ON TUESDAY AND REDUCED LANE EMAIL

We will be hosting the Puget Sound Skills Center of Highline School District for some water safety trainings on Tuesday, January 21 and will have no lap swimming between 8:30am and 12:30pm. We also listed on the website and email notification that we will have reduced lane usage for rentals with Alaska Airlines and the Port of Seattle Rescue Team.

<https://createsend.com/t/d-9B366F0778FD83F62540EF23F30FEDED>

CUSTOMER EMAIL AND RESPONSE

Email from Customer:

Hi Scott,

I came to the pool today and it was so crowded. The lap lanes got 2 swimmers in each. One lane reserved for swim lessons.

I was waiting for few minutes and nobody came out. I decided to leave without swimming. I stopped at the front desk and let them know that and asked them if I could get a free one next time. The staff said I have a 3 month pass, so I can go as many as I want. I go swimming every day except Sunday and even though I purchased 3 month pass, I don't want to miss a day. I like to swim.

How would you handle in this case? I don't know what time is good on Saturday to swim anymore? Maybe I shouldn't go on Saturday.

Do you know the lane that reserved for swim lessons, what time is available for lap swim?

Thank for your time.

My Response:

Thank you for reaching out. A couple of things per your issue.

First, it is the start of the year, and we do receive a bump in usage. This is par for most pools and fitness centers in January, and usually slows down the rest of the year. Also, the Tukwila Pool had another breakdown. Although their repair was completed on Friday afternoon some people may not have been aware they reopened.

Second, we are looking to extend our schedule and should have more openings, but Saturday mornings are dedicated to swim lessons as most families prefer to attend those times due to work schedules. We need one lane for higher level lessons, and have five swimmers share that one lane. We may add weekday mornings and Sundays, but we only have limited pool space and time on Saturday mornings. The population of Des Moines has grown from 3,700 when the pool was built to around 33,000. We could add reservations, but this will not create more pool space. We had the most complaints about pool space during Covid-19 when we had reservations, as the spaces would fill up immediately.

Finally, we hear that more pool space is needed and management and the board agree. We hope you will publicly support the pool in efforts to increase water space for residents. Many people want us to extend our schedule, but from past extensions everyone wants to utilize the pool during peak times (Mon-Thu, 5-7pm and Saturday mornings).

Thank you,

Note-this is the same customer that sent an email a couple of weeks ago. They have not responded to my latest email.

ANOTHER EMAIL

I usually just share emails that might be a concern, but we also get responses like this.

Thank you, Scott!

I appreciate your follow up.

I also appreciate the water walking opportunities at the pool. And I appreciate how well maintained the pool is. It is reassuring to see a lifeguard cleaning and wiping down the bleachers area while we are water walking.

Thank you for all that you do to keep things running so smoothly!

NOTE-This is more of a testament to Quentin 😊 and his team.

PROJECT MEETING

We had a project meeting on Monday, January 13, and made some internal decisions. We are going to bring the results to the board meeting on January 28.

GRANT HICCUP

We are working through a requirement on the KCYAS aquatic facilities grant and are going to meet with Highline School District next week. This is developing, so I will give more information at the January 28 meeting.

They also offer some free services that we might be able to tap into for capacity building. See attached information flyer.

Finally, they will also have another round of grants coming through this year.

SAO AUDIT

We met on Thursday for our weekly check-in. We are finalizing submitting our information and they are preparing for their audit. Next steps are starting targeted risk management meetings with key staff and the board president, individual meetings with each team member, and then the targeted audit. They gave us a couple of possible areas, which include cash receipting, IT controls, EFT/credit card processes, and payroll. This may change from the risk management and individual meetings.

SWIM MEETS

The pool hosted two swim meets this week. The first was a SMAC swim meet on Sunday, January 12 and the second was senior night for MRHS's swim team on January 16. MRHS's Swim Team has two more swim meets the following week, but both days will be away.

ONLINE BILLING

Quentin is working with the software to arrange some online billing for the swim team and rental groups. This will utilize CivicRec.

PUBLIC OUTREACH

We have meetings over the next couple of weeks with the City, School District and Evergreen Pool.

IN-SERVICE TRAINING

MRP Staff will have their monthly in-service meeting/training, this Saturday, January 18.

What is an in-service?

Lifeguard in-service training is a required, ongoing training program that helps lifeguards maintain their skills and stay prepared for emergencies. In-service training can include drills, practice sessions, and quizzes.

MLK DAY

Just a reminder that all full-time staff will be off on Monday for MLK Day. The pool will be open regular hours with no changes to programming.

RESEARCH

- Latest Model of Aquatic Health Code released (Aquatics International) https://www.aquaticsintl.com/facilities/latest-model-aquatic-health-code-released_o
- Aquatics trends: What comes next? (RecManagement) <https://recmanagement.com/articles/154934/what-comes-next>

- Water safety drills for the public (Aquatics International) https://www.aquaticsintl.com/lifeguards/water-safety-drills-for-the-public_o
- After failing at poles, will Waukee try again on new aquatic facility? (Des Moines Register) <https://www.desmoinesregister.com/story/news/local/waukee/2025/01/15/after-2024-election-city-council-sets-aside-idea-of-new-waukee-aquatic-center/77693683007/>
- Loneliness: the hidden epidemic (NRPA Magazine) <https://ezine.nrpa.org/nrpa/ParksRecreationMagazine/january-2025/index.php#/p/22>

WEEK ENDING January 24:

NEXT BOARD MEETING PACKET LATE

We are still awaiting some materials for next Tuesday's board meeting. I will send the packet out tomorrow afternoon around 3:15pm.

HSD MEETING

I am meeting with the Highline School District tomorrow. I will update you at the January 28 board meeting. I will include this information in the next weekly report, and/or at the board meeting.

EVERGREEN POOL

I and the public outreach committee will meet with representatives from Evergreen Pool next Tuesday before the board meeting. We will update the board at the board meeting that evening.

SCHEDULE/SWIM LESSON DELAY

We will discuss the grant projects, but we are still in contracting both projects, so we are going to delay the closure. We are going to update an interim schedule soon. Quentin will discuss this at the next board meeting.

WEBSITE TRANSLATION

575 updated the website to be translatable including the registration portal. There are some limitations that we will discuss at the January 28 board meeting. You can view the updated website at mtrainierpool.com. We also listed schedules in other languages on the schedule page.

<https://mtrainierpool.com/schedule-2/>

SAO AUDIT UPDATE

The audit is having meetings with individual staff and they are working on individual audit sections. We will update you at the board meeting.

PRB STORY UPDATE

We were unable to meet the PRB deadline and did not submit a story for the April edition. They are going to let us send the article in for a later date.

575 REQUEST

575 has suggested a service agreement. Since we have already posted the agenda for the January 28 meeting at the office, I will see if the board wants to add it at the start of the meeting. I will also include all rates from 2024 on web services.

RESEARCH

- Upthegrove sworn in as new commissioner of public lands (Waterland Blog) https://waterlandblog.com/dave-upthegrove-sworn-in-as-new-commissioner-of-public-lands-for-washington/?fbclid=IwY2xjawH3nMpleHRuA2FlbQIxMQABHSol1_vesiHE5cmY25T-pWfdVyOABnOt764n1dr6itWYI8pqfcpUw_OyA_aem_DnhQp2Ie5srkCJ8sDg5ftQ

- Gatesville seeks lifeguards for summer pool season amid nationwide shortage (KXXV FL) <https://www.kxxv.com/news/local-news/in-your-neighborhood/gatesville-seeks-lifeguards-for-summer-pool-season-amid-nationwide-shortage>
- HSD board members resign during Jan 22 meeting (Waterland Blog) <https://waterlandblog.com/video-highline-school-board-directors-melissa-petrini-azeb-hagos-resign-during-jan-22-meeting/>

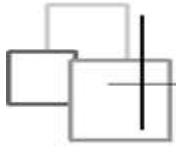


Revenue

Starting Account Number: 001-000-000-308-80-10-00 District Policy- 3mo M&O Exp
 Ending Account Number: 301-000-000-397-00-00-00 Transfer from General Fund -Capital Reserves
 Period: 2024 - November

Totals By Fund

Fund Number	Title	Period	Fiscal	Budget	% of Total	Balance
General Fund						
Taxes						
001-000-000-311-11-00-00	Property Taxes	\$53,657.78	\$1,226,227.00	\$1,254,135.00	97.7 %	(\$27,908)
001-000-000-311-11-00-01	Timber Harvest Tax	\$0.00	\$0.12	\$0.00	N/A	\$0.12
001-000-000-317-20-00-00	Leasehold Excise Tax	\$1,523.05	\$5,979.03	\$0.00	N/A	\$4,455.98
Total Taxes		\$55,180.83	\$1,232,206.15	\$1,254,135.00	98.25 %	(\$21,928.85)
Charges for Goods and Services						
001-000-000-347-60-00-00	Normandy Park - Pool Use Fee	\$0.00	\$50,000.00	\$25,000.00	200.0 %	\$50,000.00
Total Charges for Goods and Services		\$0.00	\$50,000.00	\$25,000.00	200.0 %	\$50,000.00
Miscellaneous Revenues						
001-000-000-361-11-00-00	Investment Interest	\$6,344.29	\$72,491.51	\$15,000.00	207.0 %	\$57,491.51
001-000-000-367-00-00-01	Contributions/Donations	\$0.00	\$0.00	\$0.00	N/A	\$0.00
001-000-000-368-81-00-02	Miscellaneous Income	\$31,300.00	\$138,095.88	\$0.00	N/A	\$138,095.88
001-000-000-369-81-00-00	Cash Over/Shorts	\$0.00	\$0.00	\$0.00	N/A	\$0.00
001-000-000-369-81-00-03	MRP Cash Deposits	\$5,703.33	\$43,023.88	\$45,000.00	95.6 %	(\$1,976.12)
001-000-000-369-81-00-04	MRP Credit Card Deposits	\$2,188.50	\$138,082.64	\$155,000.00	89.1 %	(\$16,904.12)
001-000-000-369-81-00-05	Reimbursements (Fitness Specialists)	\$414.00	\$1,644.00	\$10,000.00	16.4 %	(\$8,356.00)
Total Miscellaneous Revenues		\$45,950.12	\$393,337.91	\$225,000.00	174.8 %	\$393,337.91
001-000-000-397-00-00-00	Transfer from Capital Projects Fund	\$0.00	\$0.00	\$75,000.00	0.00 %	\$0.00
Total General Fund		\$101,130.95	\$1,675,544.06	\$1,479,135.00	113.3 %	\$1,675,544.06
Capital Projects/Reserve						
301-000-000-397-00-00-00	Transfer from General Fund -Capital Reserves	\$0.00	\$0.00	\$75,000.00	0.00 %	\$75,000.00
Total Capital Projects/Reserve		\$0.00	\$0.00	\$75,000.00	0.00 %	\$75,000.00
Grand Totals		\$101,130.95	\$1,675,544.06	\$1,554,135.00	107.8 %	\$1,675,544.06



Expenditure

Starting Account Number: 001-000-000-334-05-10-01 SEEK Grant
Ending Account Number: 301-000-000-508-51-00-00 Ending Balances
Period: 2024 - November

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
General Fund						
001-000-000-334-05-10-01	SEEK Grant	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-337-20-00-01	Grant-Risk Reduction	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-337-20-00-02	Grant - KCYAS	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-369-81-00-01	Cash Management Svcs Fee	\$0.00	\$0.00	\$0.00		\$0.00
Administration						
001-000-000-576-20-10-00	Commissioners - Subsidies	\$440.43	\$11,542.95	\$20,000.00	57.71 %	\$8,457.05
001-000-000-576-20-10-01	District Manager - Wage	\$6,310.89	\$66,895.34	\$95,000.00	70.42 %	\$28,104.66
001-000-000-576-20-10-02	District Clerk -Wage	\$0.00	\$2,276.66	\$0.00		(\$2,276.66)
001-000-000-576-20-21-19	Payroll Taxes (Admin)	\$16,125.43	\$89,390.47	\$200,000.00	44.70 %	\$110,609.53
001-000-000-576-20-22-30	Personal Benefits (AWC/DRS) & Taxes (Admin)	\$3,467.05	\$66,568.66	\$76,000.00	87.59 %	\$9,431.34
001-000-000-576-20-22-40	Fringe Benefits (Car, Mileage)	\$127.50	\$1,201.50	\$2,000.00	60.08 %	\$798.50
001-000-000-576-20-31-00	Office Supplies (Admin)	\$0.00	\$342.71	\$500.00	68.54 %	\$157.29
001-000-000-576-20-35-00	Office Equipment (non-capitalized-SAA)	\$0.00	\$114.34	\$0.00		(\$114.34)
001-000-000-576-20-35-01	Computer Equipment (Non-capitalized)	\$0.00	\$136.56	\$6,000.00	2.28 %	\$5,863.44
001-000-000-576-20-40-10	King County Youth & Amature Sports Grant	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-576-20-41-01	Consulting Contracts	\$6,688.62	\$17,287.15	\$5,000.00	345.74 %	(\$12,287.15)
001-000-000-576-20-41-02	Web Design & Maintenance	\$0.00	\$5,704.78	\$3,000.00	190.16 %	(\$2,704.78)
001-000-000-576-20-41-03	Financial Services Contract	\$0.00	\$0.00	\$10,000.00	0.00 %	\$10,000.00
001-000-000-576-20-41-04	Legal Services Contract (Snure)	\$960.00	\$9,066.50	\$14,000.00	64.76 %	\$4,933.50
001-000-000-576-20-41-05	Financial Management Software - VisionMS	\$0.00	\$2,315.00	\$3,000.00	77.17 %	\$685.00
001-000-000-576-20-41-07	District Advertising	\$0.00	\$9,402.60	\$12,000.00	78.36 %	\$2,597.40
001-000-000-576-20-41-08	IT Admin/Computer Services (CMIT)	\$2,048.53	\$24,076.28	\$25,000.00	96.31 %	\$923.72
001-000-000-576-20-41-09	Janitorial Services-District Office	\$0.00	\$0.00	\$1,000.00	0.00 %	\$1,000.00
001-000-000-576-20-41-10	MS Suscription MS Office 365	\$0.00	\$2,982.16	\$4,000.00	74.55 %	\$1,017.84
001-000-000-576-20-41-11	State Audit	\$0.00	\$0.00	\$5,000.00	0.00 %	\$5,000.00
001-000-000-576-20-41-12	AMG Liabilities	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-576-20-41-14	IT Server Hosting	\$0.00	\$2,649.08	\$4,000.00	66.23 %	\$1,350.92
001-000-000-576-20-41-15	Website RFQ	\$0.00	\$0.00	\$10,000.00	0.00 %	\$10,000.00
001-000-000-576-20-41-40	Ad Design	\$0.00	\$376.89	\$400.00	94.22 %	\$23.11
001-000-000-576-20-42-00	Postage & Mailing	\$0.00	\$98.45	\$500.00	19.69 %	\$401.55
001-000-000-576-20-42-01	Telephone/Internet Services (Comcast)	\$0.00	\$4,999.73	\$6,000.00	83.33 %	\$1,000.27
001-000-000-576-20-42-03	Work Email Accounts (Google Suite)	\$0.00	\$558.65	\$800.00	69.83 %	\$241.35
001-000-000-576-20-42-04	Email Notification System (CampaignMonitor)	\$0.00	\$659.00	\$750.00	87.87 %	\$91.00
001-000-000-576-20-42-05	Bulk Mailing - District Postcard	\$0.00	\$0.00	\$4,500.00	0.00 %	\$4,500.00

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
001-000-000-576-20-42-10	Desktop Licenses & MS	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-576-20-43-07	Management Staff Training	\$0.00	\$1,143.00	\$3,500.00	32.66 %	\$2,357.00
001-000-000-576-20-45-00	District Office Rental (Zen)	\$717.50	\$7,175.00	\$9,600.00	74.74 %	\$2,425.00
001-000-000-576-20-45-01	Storage Rental (AAAA)	\$0.00	\$3,000.00	\$4,000.00	75.00 %	\$1,000.00
001-000-000-576-20-45-02	Miscellaneous Rentals	\$0.00	\$0.00	\$3,500.00	0.00 %	\$3,500.00
001-000-000-576-20-45-05	Meeting Rentl (HSD)	\$0.00	\$0.00	\$500.00	0.00 %	\$500.00
001-000-000-576-20-46-00	Insurance - WCIA, AWC	\$0.00	\$37,371.00	\$45,000.00	83.05 %	\$7,629.00
001-000-000-576-20-49-00	Miscellaneous	\$2,635.80	\$3,605.95	\$0.00		(\$3,605.95)
001-000-000-576-20-49-07	Misc. Services/Discrepancies	\$0.00	(\$384.10)	\$2,000.00	-19.21 %	\$2,384.10
001-000-000-576-20-49-08	Printing & Copying (Outside Vendors)	\$0.00	\$1,482.99	\$2,000.00	74.15 %	\$517.01
001-000-000-576-20-49-09	Bulk Printing - District Postcard	\$0.00	\$0.00	\$2,500.00	0.00 %	\$2,500.00
001-000-000-576-20-49-10	Printing/Copying (Canon) (Admin)	\$173.06	\$1,263.05	\$2,000.00	63.15 %	\$736.95
001-000-000-576-20-49-60	Dues/Membershp/Subscriptions	\$0.00	\$2,711.65	\$6,000.00	45.19 %	\$3,288.35
001-000-000-576-20-51-00	Election Costs	\$0.00	\$22,044.66	\$20,000.00	110.22 %	(\$2,044.66)
001-000-000-576-20-51-01	King Cty Mgmt Fees	\$0.00	\$0.00	\$1,000.00	0.00 %	\$1,000.00
001-000-000-576-20-51-02	Inspections (Fire Ext)	\$0.00	\$320.13	\$1,250.00	25.61 %	\$929.87
001-000-000-576-20-51-03	B&O Tax/Agency (DOR)	\$0.00	\$16,447.84	\$8,250.00	199.37 %	(\$8,197.84)
001-000-000-576-20-51-10	Services Contract - City of Des Moines	\$90.00	\$2,535.00	\$5,000.00	50.70 %	\$2,465.00
001-000-000-576-20-51-50	Background checks	\$58.00	\$1,006.00	\$2,500.00	40.24 %	\$1,494.00
Pool Facility						
001-000-000-576-21-10-01	Aquatics Mgr -Wage	\$6,253.31	\$68,903.51	\$98,508.80	69.95 %	\$29,605.29
001-000-000-576-21-21-19	Payroll taxes (Ops)	\$1,791.71	\$117,127.84	\$0.00		(\$117,127.84)
001-000-000-576-21-22-30	Personal Benefits (AWC/DRS) & Taxes (Ops)	\$0.00	\$30.00	\$0.00		(\$30.00)
001-000-000-576-21-25-01	Aquatic Coordinator	\$9,175.07	\$99,719.76	\$154,668.80	64.47 %	\$54,949.04
001-000-000-576-21-25-04	Asst Aquatics Coordinator	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-576-21-25-05	Incentive Pay	\$0.00	\$70.00	\$1,000.00	7.00 %	\$930.00
001-000-000-576-21-30-01	TPT Lifeguards	\$21,634.39	\$248,076.98	\$165,000.00	150.35 %	(\$83,076.98)
001-000-000-576-21-30-02	Instructors	\$3,413.62	\$37,888.28	\$95,000.00	39.88 %	\$57,111.72
001-000-000-576-21-30-03	Lead Lifeguard	\$0.00	\$0.00	\$51,251.20	0.00 %	\$51,251.20
001-000-000-576-21-30-04	PPT Lifeguards	\$194.40	\$6,705.25	\$41,000.00	16.35 %	\$34,294.75
001-000-000-576-21-30-05	Water Exercise Instructor	\$131.22	\$2,174.98	\$12,500.00	17.40 %	\$10,325.02
001-000-000-576-21-30-06	Front Desk Administrator	\$4,043.05	\$45,346.61	\$68,931.20	65.79 %	\$23,584.59
001-000-000-576-21-31-00	Maintenance Supplies and Small Tools	\$0.00	\$578.11	\$2,500.00	23.12 %	\$1,921.89
001-000-000-576-21-31-01	Custodial (Quarterly Deep Clean)	\$0.00	\$0.00	\$7,000.00	0.00 %	\$7,000.00
001-000-000-576-21-31-02	CO2 Services (Central Welding)	\$466.32	\$3,090.97	\$5,000.00	61.82 %	\$1,909.03
001-000-000-576-21-32-02	Head Lifeguards	\$2,990.51	\$64,806.28	\$35,000.00	185.16 %	(\$29,806.28)
001-000-000-576-21-33-00	Sick Pay	\$1,016.18	\$3,809.24	\$2,500.00	152.37 %	(\$1,309.24)
001-000-000-576-21-33-04	Overtime (OT)	\$0.00	\$227.02	\$5,000.00	4.54 %	\$4,772.98
001-000-000-576-21-33-05	Family Medical Leave (FMLA)	\$0.00	\$0.00	\$500.00	0.00 %	\$500.00
001-000-000-576-21-35-01	Pool Chemicals	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-576-21-35-02	Janitorial Supplies and Services	\$0.00	\$8,046.63	\$6,000.00	134.11 %	(\$2,046.63)
001-000-000-576-21-35-03	Office Supplies (Ops)	\$0.00	\$2,354.92	\$1,000.00	235.49 %	(\$1,354.92)
001-000-000-576-21-35-04	Office Equipment	\$0.00	\$0.00	\$1,500.00	0.00 %	\$1,500.00
001-000-000-576-21-35-06	Equipment - BecSys PRobes (ER&R)	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-576-21-35-07	Scoreboard & Timing Pads (ER&R)	\$0.00	\$0.00	\$0.00		\$0.00

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
001-000-000-576-21-35-11	Ceiling Tile Replacement (ER&R)	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-576-21-35-12	ADA Pool Stairs (ER&R)	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-576-21-35-13	Emergency Lighting Replacement (ER&R)	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-576-21-35-14	Misc Pool Equipment (ER&R)	\$0.00	\$8,594.86	\$4,000.00	214.87 %	(\$4,594.86)
001-000-000-576-21-35-15	Special Pool Events	\$0.00	\$1,441.76	\$2,000.00	72.09 %	\$558.24
001-000-000-576-21-35-16	Suit Spinners (ER&R)	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-576-21-35-17	BecSys Remote System	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-576-21-35-18	Pulsar System	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-576-21-35-28	BECSys Probes (ER&R)	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-576-21-40-00	Employee Recognition	\$0.00	\$636.50	\$1,000.00	63.65 %	\$363.50
001-000-000-576-21-40-20	Scholarships	\$0.00	\$1,429.65	\$15,000.00	9.53 %	\$13,570.35
001-000-000-576-21-41-14	Remote Meeting Software (GoToMeeting)	\$0.00	\$187.56	\$500.00	37.51 %	\$312.44
001-000-000-576-21-41-20	Gutter and Roof Management	\$0.00	\$0.00	\$4,000.00	0.00 %	\$4,000.00
001-000-000-576-21-41-30	Landscaping Services (NW Landscape)	\$621.53	\$5,592.06	\$8,000.00	69.90 %	\$2,407.94
001-000-000-576-21-42-01	MS Subscription MS Office 365 (Ops)	\$0.00	\$278.56	\$0.00		(\$278.56)
001-000-000-576-21-42-02	Scheduling Software	\$0.00	\$3,172.48	\$0.00		(\$3,172.48)
001-000-000-576-21-42-03	Recreation Mgmt Software (CivicRec)	\$493.43	\$5,330.93	\$5,500.00	96.93 %	\$169.07
001-000-000-576-21-42-04	Credit Card Transactions (Authorize.net)	\$0.00	\$874.53	\$2,000.00	43.73 %	\$1,125.47
001-000-000-576-21-42-05	Payroll/HR (Heartland Fees)	\$3,181.58	\$11,245.21	\$6,000.00	187.42 %	(\$5,245.21)
001-000-000-576-21-42-06	Uniforms &Clothing	\$0.00	\$0.00	\$3,500.00	0.00 %	\$3,500.00
001-000-000-576-21-42-07	Postage & Mailing (Ops)	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-576-21-42-08	Water/Coffee (Mountain Mist)	\$0.00	\$1,225.78	\$2,000.00	61.29 %	\$774.22
001-000-000-576-21-42-09	Timekeeping	\$0.00	\$676.54	\$3,000.00	22.55 %	\$2,323.46
001-000-000-576-21-42-13	Scheduling (Omnify)	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-576-21-42-14	Elevate Phone System	\$0.00	\$445.01	\$3,600.00	12.36 %	\$3,154.99
001-000-000-576-21-42-20	Telephone/Internet Services (Comcast) (Ops)	\$0.00	\$230.14	\$0.00		(\$230.14)
001-000-000-576-21-42-21	Cell Phone (Google Fi)	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-576-21-42-30	Work Email Accounts (Google Suite) (Ops)	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-576-21-43-01	Travel Expenses (Lodging, Per Diem)	\$0.00	\$2,858.65	\$500.00	571.73 %	(\$2,358.65)
001-000-000-576-21-43-02	Training (LGI/WSI Certs)	\$0.00	\$736.00	\$0.00		(\$736.00)
001-000-000-576-21-43-03	Certifications (non WSI)	\$0.00	\$2,287.00	\$4,500.00	50.82 %	\$2,213.00
001-000-000-576-21-43-04	In Service Supplies (Internal Training)	\$0.00	\$548.18	\$2,500.00	21.93 %	\$1,951.82
001-000-000-576-21-43-05	Swim Lesson Licensing (Amer Red Cross)	\$0.00	\$688.00	\$1,500.00	45.87 %	\$812.00
001-000-000-576-21-43-06	First Aid Supplies	\$0.00	\$863.33	\$2,500.00	34.53 %	\$1,636.67
001-000-000-576-21-43-07	Management Staff Training (Ops)	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-576-21-43-10	Travel Expenses (Mileage, Tolls)	\$0.00	\$778.35	\$1,000.00	77.84 %	\$221.65
001-000-000-576-21-47-00	Electricity/Gas (PSE)	\$10,195.61	\$113,584.65	\$180,000.00	63.10 %	\$66,415.35
001-000-000-576-21-47-02	Water (Highline)	\$0.00	\$7,762.28	\$9,900.00	78.41 %	\$2,137.72
001-000-000-576-21-47-03	Garbage/Recycling (Recology)	\$544.56	\$6,756.30	\$6,000.00	112.61 %	(\$756.30)
001-000-000-576-21-47-04	Sewer (Midway)	\$912.53	\$5,567.74	\$4,500.00	123.73 %	(\$1,067.74)
001-000-000-576-21-47-05	Sewer Contingency	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-576-21-48-00	Maintenance Services (non-contracted)	\$6,712.81	\$106,566.91	\$75,000.00	142.09 %	(\$31,566.91)

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
001-000-000-576-21-48-01	Office/IT Equipment Repairs	\$0.00	\$0.00	\$2,500.00	0.00 %	\$2,500.00
001-000-000-576-21-48-02	Rekey Services (Bill's Locksmith)	\$0.00	\$0.00	\$2,000.00	0.00 %	\$2,000.00
001-000-000-576-21-48-03	Budget Contingency (Backup for Maintenance)	\$0.00	\$0.00	\$9,407.89	0.00 %	\$9,407.89
001-000-000-576-21-48-10	Maintenance Contract (MacD-Miller)	\$0.00	\$24,782.50	\$28,000.00	88.51 %	\$3,217.50
001-000-000-576-21-48-11	Water Quality Maint Contract (Aquatic Specialty)	\$264.48	\$8,568.60	\$16,000.00	53.55 %	\$7,431.40
001-000-000-576-21-49-01	Lifeguard Supplies & Equip	\$0.00	\$2,404.60	\$7,500.00	32.06 %	\$5,095.40
001-000-000-576-21-49-10	Printing/Copying (Canon) (Ops)	\$0.00	\$737.12	\$0.00		(\$737.12)
001-000-000-576-21-49-20	Permits and Fees (KCHD, CoDM)	\$0.00	\$0.00	\$2,000.00	0.00 %	\$2,000.00
Total Pool Facility		\$74,036.31	\$1,035,808.16	\$1,169,267.89	88.59 %	\$133,459.73
Total Administration		\$113,879.12	\$1,454,175.79	\$1,796,317.89	80.95 %	\$342,142.10
Capital Expenditures						
001-000-000-594-76-41-01	Capital - Permits, Fees, Inspections	\$0.00	\$0.00	\$1,000.00	0.00 %	\$1,000.00
001-000-000-594-76-41-02	Capital - Advertising/Public Notice	\$0.00	\$0.00	\$500.00	0.00 %	\$500.00
001-000-000-594-76-41-03	Capital - Architects/Engineers	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-594-76-41-06	Plumbing (Aquatic Specialty)	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-594-76-42-07	Gate Installation	\$0.00	\$0.00	\$0.00		\$0.00
001-000-000-594-76-42-08	Filter Media	\$0.00	\$0.00	\$40,000.00	0.00 %	\$40,000.00
Total Capital Expenditures		\$0.00	\$0.00	\$41,500.00	0.00 %	\$41,500.00
Transfers						
001-000-000-597-76-00-00	Transfer out	\$0.00	\$0.00	\$0.00		\$0.00
Total Transfers		\$0.00	\$0.00	\$0.00		\$0.00
Total General Fund		\$113,879.12	\$1,454,175.79	\$1,837,817.89	79.13 %	\$383,642.10
Grand Totals		\$113,879.12	\$1,454,175.79	\$1,837,817.89	79.13 %	\$383,642.10

Target 91.67%

Totals By Fund

Fund Number	Title	Period	Fiscal	Budget	% of Total	Balance
001-000-000-000-00-00	General Fund	\$113,879.12	\$1,454,175.79	\$1,837,817.89	79.13 %	\$383,642.10
Grand Totals		\$113,879.12	\$1,454,175.79	\$1,837,817.89	79.13 %	\$383,642.10



Des Moines Pool Metropolitan Park District

December 10, 2024

7:00 p.m.

Hybrid (DMPMPD District Office and Remote Online)

MINUTES REGULAR MEETING

CALL TO ORDER/ROLL CALL

President Young called the meeting to order at 7:00 p.m. Also, present were Commissioners Campbell, Dusenbury, and Stender; District General Manager Deschenes, District Clerk Melum and Resident Gene Achziger. Commissioner Thorell logged in at 7:07 p.m.

PLEDGE OF ALLEGIANCE – Commissioner Dusenbury led the flag salute.

ADOPTION/MODIFICATIONS OF AGENDA – Commissioner Campbell moved to approve the agenda. Commissioner Stender 2nd. Motion passed 4-0.

ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS – The District General Manager made three important announcements.

First, he clarified that the amended levy increase was adjusted to correct a scrivener's error, reducing the increase for the period from 2024 to 2025 from 88% to 87%.

Second, Quentin Knox has accepted the position of assistant swim coach for the Mount Rainier High School swim team. He will modify his schedule to accommodate his coaching responsibilities.

Finally, the district has been selected by Parks and Recreation Business to write an article about the district's process for applying for grants. The District General Manager mentioned that anyone interested in contributing to the article should note that it will be due in January 2025.

PUBLIC COMMENT – Gene Achziger notified the board that the City of Des Moines budget would be very tight this year.

6a. CONSENT AGENDA

Commissioner Campbell moved to approve the Consent Agenda including the vouchers and electronic transfer requests processed in November 2024 totaling \$131,939.32. Commissioner Stender 2nd. The motion passed 5-0.

22015 Marine View Drive South, Suite 2B, Des Moines WA 98198 (Physical Location)

22722 19th Avenue South, Des Moines, WA 98198 (Mailing Address)

To enhance our community's quality of life by providing access to and promoting participation in aquatics programs

The Des Moines Pool Metropolitan Park District is committed to compliance with both the Washington Law Against Discrimination and the Americans with Disabilities Act. The District's regular meetings are being held hybrid including remote access to give the community more access options. See the information above to join a meeting. If you have any questions, please contact Scott Deschenes, District General Manager at 206.429.3852 or info@mtrainierpool.com.

**Des Moines Pool Metropolitan Park District
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OLD BUSINESS

7a. Community Advisory Committee Outline

The District General Manager presented an outline for a citizen advisory committee, which was developed with input from the Public Outreach Committee. The District General Manager is currently working on updating the outline, meeting with the School District Capital Advisory Committee, and preparing an application for the citizen advisory committee.

Commissioner Campbell expressed concerns about the composition of the committee and the availability of individuals to fill the proposed roles. In response, Commissioner Stender suggested forming a smaller group of diverse individuals who are committed to serving on the committee.

The District General Manager stated that he would provide more information at the board meeting scheduled for January 28, 2025. A copy of the report is available in the agenda packet for the meeting on December 10.

7b. 2025 Rate Discussion

The District General Manager reviewed the rates that were approved during the Board Meeting on November 12, 2024. This included a comparison with another local pool district, as requested by the board. Additionally, the District General Manager discussed the key talking points and the flyer outlining the rate changes. All information will be made public on the following business day.

7c. Architect (Engineer) of Record

The District General Manager informed the board that it needs to hire a new architect or engineer of record to conduct a sealed-bid process due to the complexity of the air handler for the Best Starts for Kids grant, which amounts to \$1.438 million. President Young suggested issuing a Request for Qualifications (RFQ) and mentioned that he would reach out to the District General Manager the following day to discuss the process. This process will involve advertising the RFQ to both architects and engineers, creating a roster, and ensuring that every project is evaluated by the board. The District General Manager will present updated materials at the Regular Board Meeting on January 28, 2025.

7d. Resolution 2024-10 MRSC Small Works Roster & KCYAS Grant Update

The District General Manager presented information about the Request for Quotation (RFQ) and bid process for the King County Youth Amateur Sports and Recreation Facilities. This project will be divided into two parts. The first part involves pool plumbing, which includes the installation of filter media, repairs to the pool plumbing, and a strainer basket. This portion is estimated to cost around \$95,000. The second part pertains to the boiler and domestic water systems, which involves replacing the boiler's water tanks and upgrading the shower stall plumbing, estimated at approximately \$100,000. The total grant amount for both projects is \$213,000.

Additionally, the District General Manager highlighted the necessity of passing Resolution 2024-10, regarding MRSC Rosters for Small Public Works. This resolution is required by each public agency effective July 1, 2024. Commissioner Thorell moved to approve Resolution 2024-10 for MRSC Rosters Small Public Works. Commissioner Campbell seconded the motion, and it passed unanimously with a 5-0 vote.

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7e. Resolution 2024-05 Unclaimed Property

The District General Manager reported that all account credits not claimed by patrons for over three years have been sent to the State of Washington's Unclaimed Property Department. For the year 2024, the total amount of unclaimed credits was \$2,635.80. A check and a list of these credits were sent to the State of Washington, and each patron on the list will receive a personalized letter explaining how to claim their credit. Commissioner Campbell moved to approve Resolution 2024-05 regarding Unclaimed Property. Commissioner Dusenbury seconded the motion. The motion passed with a vote of 5-0.

7f. Resolution 2024-08 Cancelled Warrants

The District General Manager presented the unclaimed warrants for 2024. All canceled checks have been reissued to staff and vendors. Commissioner Stender moved to approve Resolution 2024-08 regarding the warrant cancellations. Commissioner Thorell seconded the motion, which passed with a unanimous vote of 5-0.

7g. Resolution 2024-09 Transfer to Capital/Amendment to 2024 Budget

The District General Manager presented the recommendation for transfer to the Capital Reserve Fund. Normally the district would allocate any non-contracted, emergency maintenance, plus an additional \$75,000 directly allocated to the capital reserve fund. Unfortunately this year the district has had many emergency repairs due to the age of the facility, and had to use all non-contracted, emergency maintenance. This resolution will bring the allocated funds to the capital reserve fund from \$600,000 to \$675,000 Commissioner Stender moved to approve Resolution 2024-09 Amendment to Fiscal Year 2024. Commissioner Dusenbury 2nd. Motion passed 5-0.

7h. Insurance Update

The District General Manager informed the board that he has submitted applications for insurance quotes to three companies: AWC-RMSA, CIAW, and Enduris. Currently, AWC-RMSA is the only organization that has applied for the grant, and their estimate is over \$13,500 less than the proposed fees from Washington Cities Insurance Agency (WCIA) for 2025.

The District General Manager asked the board if they would like him to send a notice to WCIA indicating their intention to switch insurance providers in 2025. The next meeting is scheduled for the third Friday of January, which may occur before the next regular board meeting.

Commissioner Campbell moved to give Washington Cities Insurance Agency (WCIA) notice of intent to terminate their insurance arrangement. Commissioner Stender seconded the motion. The motion passed unanimously with a vote of 5-0.

7i. Overpayment Update

The District General Manager notified the board that the overpayment for the District General Manager was resolved.

NEW BUSINESS

8a. KCYAS MY Backyard Allocation (first touch)

The District General Manager talked about the King County "Get Active, Stay Active" grant, which amounts to \$10,000. Initially, he had planned to allocate this funding for daily admissions; however, the language in the grant

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Des Moines Pool Metropolitan Park District Meeting Minutes –12/10/2024

agreement requires written proof of expenditures. He mentioned the need to rewrite parts of the grant and proposed potentially using a portion of the funds to cover a secure FTP site and complete website translation.

The District General Manager suggested using approximately \$3,000 for about 300 ten-visit passes, but he noted challenges in achieving participation due to documentation issues. Commissioner Campbell raised concerns about the potential problems with community-rated free lunches and how they may impact the documentation of financial need. Commissioner Thorell added that there are historical requirements for documentation that must be considered.

Commissioner Campbell also proposed the idea of establishing a data-sharing agreement to assist applicants in obtaining the necessary information. The District General Manager stated that he would conduct further research and report back to the board.

(Notice, since this meeting, King County Parks has dropped their requirement for financial proof of assistance.)

8b. Admission and Refund Policy Update

The District General Manager mentioned that he intended to address this item earlier but chose to focus on the budget process instead. He recommends updating the policy to include coverage for the fees associated with electronic funds transfers (EFTs). The District General Manager noted that the board typically follows a two-touch rule, but these changes to the EFT policy should be implemented before January.

Commissioner Thorell moved to approve the updated Policy 320 regarding Admissions and Refunds, and Commissioner Stender seconded the motion. The motion was passed with a unanimous vote of 5-0.

A copy of the revised Policy 320 Admissions and Refunds can be found in the agenda packet for December 10.

8c. 2025 Board Meeting Dates and Times (first touch)

The District General Manager provided a preliminary meeting schedule that will be finalized at the Regular Board Meeting on January 28, 2025. A copy of this tentative meeting schedule is included in the agenda packet for December 10.

8d. Emergency Repair, Pool Surge Pit Plumbing

The District General Manager notified the board that the pool would be closed for emergency repairs on Thursday, December 12. This temporary fix involves the surge pit's flange and is intended to buy time until a full repair can be completed as part of the King County Youth Amateur Sports Grant in March 2025. The emergency repair has been completed, and the Finance Committee has been informed. The District General Manager explained that the closure date was chosen to coincide with an away school meet. Additionally, he mentioned that there would be an additional repair costing approximately \$1,000 for the shower stalls.

8e. SAO Interview and Exit Interview

The District General Manager informed the board that the accountability audit for the State of Washington is currently in progress. Staff members are actively providing information to the auditor. A exit interview for the audit will be scheduled, and all board members will be invited to attend. This may be designated as a special meeting and will be published in accordance with state requirements.

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GOOD OF THE ORDER

None.

ADJOURNMENT

With no further business the meeting was adjourned at 8:16 p.m.

UPCOMING MEETINGS

- January 28, 2025, Regular Board Meeting, 7:00pm, Location: Hybrid (DMPMPD Offices and Online)

Respectfully submitted by Scott Deschenes, District General Manager.

Des Moines Pool Metropolitan Park District Board of Commissioners

Commissioner Young

Commissioner Dusenbury

Commissioner Campbell

Commissioner Stender

Commissioner Thorell

22015 Marine View Drive South, Suite 2B, Des Moines WA 98198 (Physical Location)

22722 19th Avenue South, Des Moines, WA 98198 (Mailing Address)

To enhance our community’s quality of life by providing access to and promoting participation in aquatics programs

The Des Moines Pool Metropolitan Park District is holding hybrid meetings remotely and at the MRHS Library until further notice. The public may join meetings through the Zoom app. Logon information is published in each Meeting Agenda. Contact Scott Deschenes, District General Manager at scott.deschenes@desmoinespool.org if you have questions.



Special District Voucher Approval Document

Scheduled Payment Date: 12/04/2024
Total Amount: \$1,081.40
Control Total: 6
Payment Method: WARRANT

District Name: Des Moines Pool Metropolitan Park District
File Name: AP_DMPOLPRK_APSUPINV_20241127141744.csv
Fund #: 170950010

CONTACT INFORMATION

Preparer's Name: <u> Angela Melum </u>	Email Address: <u> linda.ray@desmoinespool.org </u>
--	---

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)) :

DocuSigned by: <u>Scott Deschene</u> 11/27/2024 <small>2E03815D7130480...</small> _____ Authorized District Signature Date	Signed by: <u>Joe Rosebury</u> 11/28/2024 <small>5E8DDA9899F2474...</small> _____ Authorized District Signature Date
_____ Authorized District Signature Date	_____ Authorized District Signature Date
_____ Authorized District Signature Date	_____ Authorized District Signature Date

SUBMIT SIGNED DOCUMENT TO:

King County Accounts Payable	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

District Name: Des Moines Pool Metropolitan Park District

File Name: AP_DMPOLPRK_APSUPINV_20241127141744.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
JACK P COCHRAN			11302024JC164	11/30/2024	\$90.12	PAYROLL PE 11.30.2024 J. COCHRAN
JOE DUSENBURY			11302024JD8	11/30/2024	\$293.62	COMM SUB OCT 2024 MEETINGS
NADIA CORTES			11302024NC143	11/30/2024	\$162.02	PAYROLL PE 11.30.2024 N. CORTES
PATRICE THORELL			11302024PT167	11/30/2024	\$146.82	COMM SUB OCT 2024 MEETINGS
SHOU BLANK			11302024SB162	11/30/2024	\$16.20	PAYROLL PE 11.30.2024 S. BLANK
TITUS GILLIHAN			11302024TG155	11/30/2024	\$372.62	PAYROLL PE 11.30.2024 T. GILLIHAN

Initial



Special District Voucher Approval Document

Scheduled Payment Date: 11/27/2024
Total Amount: \$20,860.83
Control Total: 4
Payment Method: WARRANT

District Name: Des Moines Pool Metropolitan Park District
File Name: AP_DMPOLPRK_APSUPINV_20241122125323.csv
Fund #: 170950010

CONTACT INFORMATION

Preparer's Name: Angela Melum

Email Address: linda.ray@desmoinespool.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)) :

<small>DocuSigned by:</small> <u>Scott Deschues</u> <small>2E03815D71304B0...</small>	<u>11/22/2024</u>
Authorized District Signature	Date
_____ Authorized District Signature	_____ Date
_____ Authorized District Signature	_____ Date

<small>Signed by:</small> <u>Joe Dusebury</u> <small>5E8DDA9899F2474...</small>	<u>11/23/2024</u>
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

District Name: Des Moines Pool Metropolitan Park District

File Name: AP_DMPOLPRK_APSUPINV_20241122125323.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
AWC - VIMLY BENEFIT SOLUTIONS, INC			63131	11/18/2024	\$7,027.24	DEC 2024 EMP BENEFIT TRUST BILLING
COLIBRI NORTHWEST, LLC			333DM	11/18/2024	\$2,210.00	AD IN WINTER DM CITY CURRENT MAG
GRAINGER			9313788300	11/12/2024	\$12.50	GLASS CLEANER
US BANK			11112024USB	11/11/2024	\$11,611.09	NOV 2024 CC PAYMENT

Initial



Special District Voucher Approval Document

District Name: Des Moines Pool Metropolitan Park District

File Name: AP_DMPOLPRK_APSUPINV_20241204111606.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
CENTRAL WELDING SUPPLY			0002239881	11/30/2024	\$100.54	NOV 2024 FAC FEE & HAZ MAT
COPIERS NORTHWEST			INV2881979	09/09/2024	\$101.49	AUG 2024 COPIER USAGE
DATAQUEST, LLC			24439	11/30/2024	\$58.00	BKGRD CHK C.RINALDI
DEPARTMENT OF RETIREMENT SYSTEMS			DRS202411V2	11/01/2024	\$1,770.17	NOV 2024 DCP PMT VOL 2
GRAINGER			9326053148	11/22/2024	\$179.05	60 GAL TRASH BAGS
GRAINGER			9328874244	11/26/2024	\$628.68	JANITORIAL SUPPLIES
HIGHLINE WATER DISTRICT			11262024HWD	11/26/2024	\$1,536.34	NOV & DEC 2024 WATER UTILITY
LINDA RAY			LR2024121-01	12/01/2024	\$365.61	NOV 2024 CONSULTING SERVICE
MACDONALD-MILLER FACILITY SOLUTIONS			SVC321390	11/26/2024	\$4,196.42	8 POINT MIXING VALVES
NORTHWEST LANDSCAPING SERVICES			CD50476381	12/01/2024	\$621.53	DEC 2024 LANDSCAPING SERVICE
SNURE LAW OFFICE			1222024SLO	12/02/2024	\$320.00	NOV 2024 ATTORNEY FEES

Initial



Special District Voucher Approval Document

Scheduled Payment Date: 12/18/2024
Total Amount: \$8,748.85
Control Total: 11
Payment Method: WARRANT

District Name: Des Moines Pool Metropolitan Park District
File Name: AP_DMPOLPRK_APSUPINV_20241211150337.csv
Fund #: 170950010

CONTACT INFORMATION

Preparer's Name: Angela Melum

Email Address: linda.ray@desmoinespool.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)) :

<small>DocuSigned by:</small> <i>Scott Deschene</i> <small>2E03815D7130480...</small>	<u>12/11/2024</u>
Authorized District Signature	Date
<hr/>	<hr/>
Authorized District Signature	Date
<hr/>	<hr/>
Authorized District Signature	Date

<small>Signed by:</small> <i>Joe Dusenbury</i> <small>5E8DDA9899F2474...</small>	<u>12/11/2024</u>
Authorized District Signature	Date
<hr/>	<hr/>
Authorized District Signature	Date
<hr/>	<hr/>
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: Des Moines Pool Metropolitan Park District

File Name: AP_DMPOLPRK_APSUPINV_20241211150337.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
AQUATIC SPECIALTY SERVICES			8100-11	11/27/2024	\$1,179.34	NOV 2024 MONTHLY SERVICE
CMIT SOLUTIONS EASTSIDE			13609	11/01/2024	\$1,826.00	NOV 2024 IT SERVICES
CMIT SOLUTIONS EASTSIDE			13688	11/24/2024	\$222.53	NOV 2024 TELCO SERVICES
CMIT SOLUTIONS EASTSIDE			13595	11/05/2024	\$147.53	NOV 2024 HARDWARE: CHIPPER 3X BBPOS
CRYSTAL SPRINGS			27414034 120424	12/04/2024	\$8.33	DEC 2024 WATER DELIVERY
DEPARTMENT OF RETIREMENT SYSTEMS			DRS202412V1	12/01/2024	\$1,807.12	DEC 2024 DCP PAYMENT VOL 1
NORTHWEST LANDSCAPING SERVICES			CD50442586	09/01/2024	\$621.53	SEPT 2024 LANDSCAPING SERVICE PAST DUE
NORTHWEST LANDSCAPING SERVICES			CD50454055	10/01/2024	\$621.53	OCT 2024 LANDSCAPING SERVICE PAST DUE
US BANK			11202024REF2760	11/20/2024	\$269.44	PAST DUE AMOUNT ON ACCT PORTFOLIO
VISION MUNICIPAL SOLUTIONS, LLC			09-15243	12/05/2024	\$1,328.00	ANNUAL SOFTWARE SUPPORT
ZEN 22015, LLC			20240101ZEN	01/01/2025	\$717.50	JAN 2025 RENT DISTRICT OFFICE

Initial



Special District Voucher Approval Document


District Name: Des Moines Pool Metropolitan Park District

File Name: AP_DMPOLPRK_APSUPINV_20241211130058.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
JACK P COCHRAN			20241215JC164	12/15/2024	\$212.96	PAYROLL PE 12.15.2024 C. COCHRAN
SHOU BLANK			20241215SB162	12/15/2024	\$64.80	PAYROLL PE 12.15.2024 S. BLANK
TITUS GILLIHAN			20241215TG155	12/15/2024	\$226.83	PAYROLL PE 12.15.2024 T. GILLIHAN

Initial

ELECTRONIC PAYMENT REQUEST FORM



Department of Executive Services
 Finance & Business Operations Division
 KSC-ES-710
 201 S Jackson ST Ste 710
 Seattle, WA 98104
 Email: cash.management@kingcounty.gov

Payment Settlement Date 12/15/2024

<input type="radio"/> ACH Credit Pay Code (BENXX, GENXX, PAYXX) _____			<input type="radio"/> ACH Debt Pay Code (COLXX) _____			<input checked="" type="radio"/> Automatic Withdrawal		
<input type="radio"/> Book Transfer (Last 4 digits of the account) From _____ To _____			<input type="radio"/> Wire Repetitive Wire Code _____					

Line	Explanation/Description	Fund (9 digits)	Project (7 digits)	Cost Center (6 digits)	Account (5 digits)	Bars (7 digits)	Future (5 digits)	Amount
1	Heartland Payroll 12/15/2024	170950010			24219		DS ST	34,020.23
2								
3								
4								
5								
6								
7								
8								
9								
10								
Total								\$ 34,020.23

PAYEE INFORMATION

Company _____ Address _____ City _____ State _____ Zip _____

BANK INFORMATION FOR WIRE PAYMENTS

Bank Name _____ Name on Bank Account _____

Bank Routing # _____ Bank Account # _____ City _____ State _____ Zip _____

Reference _____

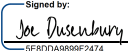
CONTACT INFORMATION Typed or Printed

Contact Name Scott Deschenes, District Manager Organization Des Moines Pool Metropolitan Park District

Email scitt.deschenes@desmoinespool.org Phone # (206) 429-3852 Ext _____ Fax # _____


AUTHORIZATION Certification for Payment (By Authorized Signer) RCW 42.24.080

I, the undersigned, do hereby certify under penalty of perjury, that the payment is due and payable, and that the payment is just, due, and unpaid obligation, and that I am authorized to authenticate and certify to said payment.

Signature  Title Clerk of the Board Date 12/11/2024

Print Name Joe Duesenberry Phone # (206) 429-3852 Email mypeggysue@me.com


ELECTRONIC PAYMENT REQUEST FORM



Department of Executive Services
 Finance & Business Operations Division
 KSC-ES-710
 201 S Jackson ST Ste 710
 Seattle, WA 98104
 Email: cash.management@kingcounty.gov

Payment Settlement Date 12/31/2024

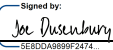
PAYMENT INFORMATION		
<input type="radio"/> ACH Credit Pay Code (BENXX, GENXX, PAYXX) _____	<input type="radio"/> ACH Debt Pay Code (COLXX) _____	<input checked="" type="radio"/> Automatic Withdrawal
<input type="radio"/> Book Transfer (Last 4 digits of the account) From _____ To _____	<input type="radio"/> Wire Repetitive Wire Code _____	

Line	Explanation/Description	Fund (9 digits)	Project (7 digits)	Cost Center (6 digits)	Account (5 digits)	Bars (7 digits)	Future (5 digits)	Amount
1	Heartland Payroll 12/31/2024	170950010			24219			31,512.80
2								
3								
4								
5								
6								
7								
8								
9								
10								
Total								\$ 31,512.80

PAYEE INFORMATION				
Company _____	Address _____	City _____	State _____	Zip _____

BANK INFORMATION FOR WIRE PAYMENTS				
Bank Name _____	Name on Bank Account _____			
Bank Routing # _____	Bank Account # _____	City _____	State _____	Zip _____
Reference _____				

CONTACT INFORMATION Typed or Printed				
Contact Name	<u>Scott Deschenes, District Manager</u>	Organization	<u>Des Moines Pool Metropolitan Park District</u>	
Email	<u>scitt.deschenes@desmoinespool.org</u>	Phone #	<u>(206) 429-3852</u>	Ext _____ Fax # _____

AUTHORIZATION Certification for Payment (By Authorized Signer) RCW 42.24.080				
I, the undersigned, do hereby certify under penalty of perjury, that the payment is due and payable, and that the payment is just, due, and unpaid obligation, and that I am authorized to authenticate and certify to said payment.				
Signature		Title	<u>Clerk of the Board</u>	Date
Print Name	<u>Joe Duesenberry</u>	Phone #	<u>(206) 429-3852</u>	Email
			<u>mypeggysue@me.com</u>	

Des Moines Pool Metropolitan Park District

AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 7a Assigned to: District GM Meeting Date: January 28, 2025

Under: Old Business

Attachment: Yes

Subject: Resolution 2025-01 Board Officers

Background/Summary:

At the year's first regular meeting, the board votes to name the President and the Clerk of the Board. The board officers' election is always the first item on the agenda for the new President to lead the meeting.

Per [RCW 35.61.120\(1\)](#) and [District Policy and Procedure 220-3.1.5](#), the Des Moines Pool Metropolitan Park District (District) will hold elections for its President and Clerk of the Board for 2024.

The President of the Board will preside at each Board Meeting and ensure the meeting is conducted per the published agenda. The President may sign on behalf of the Board any contract, resolutions, and other instruments that the Board approves. In the President's absence, the Clerk of the Board will preside at the Board Meeting.

Clerk of the Board presides at Board Meetings in the President's absence. Approve vouchers for payment and oversee compliance with public records disclosures.

A formal vote and a Resolution 2025-01 Appointing Officers to memorialize the decision to meet the Revised Code of Washington (RCW), District Bylaws District, and Policy and Procedure.

Fiscal Impact: N/A

Proposed Motion: *(Motion for 1/28/24)*

I move to approve Resolution 2025-01 Appointing Board Officers to formalize the appointment of _____ to the office of President and _____ to the office of Clerk of the Board.

Reviewed by District Legal Counsel: Yes _____ No _____ Date: N/A

Three Touch Rule:

<u>N/A</u>	Committee Review
<u>N/A</u>	First Board Meeting (Informational)
<u>N/A</u>	Second Board Meeting (Action)

Action Taken: **Adopted** **Rejected** **Postponed**

Follow-up Needed: **Yes** _____ **No** x **Report back date:** _____

Notes:

- Resolution 2025-01 Appointing Officers (Attachment)
- [Policy 220 Board and Administration \(Link\)](#)

**DES MOINES POOL METROPOLITAN PARK DISTRICT
KING COUNTY, WASHINGTON**

RESOLUTION NO. 2025-01

APPOINTING OFFICERS

WHEREAS, RCW 35.61.10 requires the Board of Commissioners to annually elect a President and Clerk of the Board of Commissioners.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the BOARD OF COMMISSIONERS OF DES MOINES POOL METROPOLITAN PARK DISTRICT hereby appoints:

_____ as President of the Board to serve until a successor is appointed in January 2026.

_____ as Clerk of the Board to serve until a successor is appointed in January 2026.

Adoption: ADOPTED by the BOARD OF COMMISSIONERS OF DES MOINES POOL METROPOLITAN PARK DISTRICT at an open public meeting of such Board on the 28th day of January 2025, the following Commissioners being present and voting:

Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

Des Moines Pool Metropolitan Park District

AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 7b Assigned to: District GM

Meeting Date: January 28, 2025

Under: Old Business

Attachment: Yes

Subject: 2025 Board Committees

Background/Summary:

Each year, the Board of Commissioners reviews the committees. With the changeover of a board member, the Board appointed the following committees at the May 28, 2024.

- **Capital and Contacts** – Thorell and Dusenbury
- **Finance** – Campbell and Young
- **Policy and Procedure** – Campbell and Young
- **Public Outreach** – Thorell and Stender

With Projects in 2025, the District GM is recommending making the following changes to current boards.

- Change Policy and Procedure Committee to Policy, Procedure & Risk Management. This would include internal process changes from SAO audit, insurance changeover and overall processes of the district.
- Pool Advisory Committee (PAC): Add as new committee or put under Public Outreach committee.

Note- All Pool Advisory Committee meetings will be posted as public meetings, and minutes will be passed as part of the Consent Agenda at the next month's meeting.

To memorialize the process, Resolution 2025-02 Board Committees is recommended to be passed.

Fiscal Impact: N/A

Proposed Motion:

I move to approve Resolution 2025-02 Board Committees (as amended*).

**As amended is if any changes are made to the structure of the current committees.*

Reviewed by District Legal Counsel: Yes _____ No _____ Date: N/A

Three Touch Rule:

<u> N/A </u>	Committee Review
<u> N/A </u>	First Board Meeting (Informational)
<u> N/A </u>	Second Board Meeting (Action)

Action Taken: **Adopted** **Rejected** **Postponed**

Follow-up Needed: Yes _____ No _____ x Report back date: _____

Notes:

-Resolution 2025-02 Board Committees (Attachment)

DES MOINES POOL METROPOLITAN PARK DISTRICT

RESOLUTION NO. 2025-02

BOARD COMMITTEES

WHEREAS, Article 8 of the District’s Bylaws states “Generally, the Board acts as a committee of the whole. The President may recommend the creation of ad hoc committees to facilitate the conduct of the Board’s affairs. Members of ad hoc committees will be nominated by the President and appointed by the Board.”; and

WHEREAS, at the January 28th Regular Board Meeting, the Board President took nominations for the following committees: Capital and Contracts, Finance, Policy and Procedure, and Public Outreach Committees; and

NOW THEREFORE, BE IT RESOLVED, that BOARD OF COMMISSIONERS OF THE METROPOLITAN PARK DISTRICT hereby adopts appointments to the following committees.

- **Capital and Contracts Committee:** _____ & _____.
- **Finance Committee:** _____ & _____.
- **Policy/Risk Mgmt:** _____ & _____.
- **Pool Advisory (PAC):** _____ & _____.
- **Public Outreach:** _____ & _____.

Adoption. ADOPTED at an open public meeting of the BOARD OF COMMISSIONERS OF THE METROPOLITAN PARK DISTRICT on the 28th day of January 2025 the following Commissioners being present and voting:

Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

Meeting scDes Moines Pool Metropolitan Park District

AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 7c Assigned to: District G.M. Meeting Date: January 28, 2025

Under: Old Business Attachment: Yes

Subject: 2025 Tentative Meeting Schedule (2nd touch)

Background/Summary:

The district schedules monthly meetings yearly on published dates for transparency. In 2023, meetings were moved to the Fourth Tuesday between January and October and the Second Tuesday in November and December. A hybrid meeting format was also added during the pandemic and extended to give people unable to attend in-person meetings remote access and public comment options.

Financials will be available for January-October meetings from the previous month, but financials for November and December meetings will be pushed to the next month. (Final financial statements from King County do not come out until after the packet has been mailed in those months).

Below is Resolution 2025-03 Meeting Times and Locations.

The item was introduced at the December 10, 2024, board meeting, and will be approved or changed by the board. All meeting dates and times will be posted on the Mount Rainier Pool website's Governance Page (<https://mtrainierpool.com/about/governance/>).

Fiscal Impact: N/A

Proposed Motion:

No motion. First touch

Reviewed by District Legal Counsel: Yes _____ No X Date: N/A

Three Touch Rule:

_____	Committee Review
<u>12/10/2024</u>	First Board Meeting (Informational)
<u>1/28/2025</u>	Second Board Meeting (Action)

Action Taken: Adopted Rejected Postponed

Follow-up Needed: Yes _____ No x Report back date: _____

Notes:

- Resolutions 2025-03 Meeting Schedule (attached)
- 2025 Business Calendar (attached)

DES MOINES POOL METROPOLITAN PARK DISTRICT

RESOLUTION NO. 2025-03

RESOLUTION CONFIRMING 2024 REGULAR MEETING DATES & TIMES

WHEREAS, The regular monthly meetings of the BOARD OF COMMISSIONERS OF THE METROPOLITAN PARK DISTRICT are held at Des Moines Pool Metropolitan Park District offices (22015 Marine View Drive So.) on the fourth Tuesday of each month at 7:00 p.m. between January and October, and the second Tuesday of each month in November and December at 7:00pm, and

WHEREAS, all board meetings will be a hybrid format to ensure better access to the community and board. Instructions for online and phone access will be available at the District’s governance page (www.mtrainierpool.com/governance).

WHEREAS, public comment will continue to be available in-person at the beginning of the meeting, and remotely by email by noon of that business day. Any late correspondence will be added to the next regular board meeting. Instructions for public comment correspondence will be available at the District’s governance page (www.mtrainierpool.com/governance).

NOW THEREFORE, BE IT RESOLVED, that BOARD OF COMMISSIONERS OF THE METROPOLITAN PARK DISTRICT hereby adopts the following schedule change for all future regular monthly meetings.

Meetings will continue to be held at the Des Moines Pool Metropolitan Park District Offices (22015 Marine View Dr S.), Des Moines, WA on the fourth Tuesday of each month at 7:00 p.m. between January and October, and the second Tuesday of each month at 7:00 p.m. for November and December.

Adoption. ADOPTED at an open public meeting of the BOARD OF COMMISSIONERS OF THE METROPOLITAN PARK DISTRICT on the 28th day of January 2025 the following Commissioners being present and voting:

Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

2025 BUSINESS CALENDAR

DES MOINES POOL METROPOLITAN PARK DISTRICT/MOUNT RAINIER POOL

REGULAR BOARD MEETINGS - FOURTH TUESDAY OF EACH MONTH*** – 7:00PM
 LOCATION**: DES MOINES POOL MPD ADMIN OFFICE (22015 Marine View Drive So.)

*Any changes of location will be listed on Mount Rainier Pool's Governance page and meeting's agenda.

**All meetings are hybrid that allow remote attendance by board and public.

***November and December meetings moved to Second Tuesday to avoid holiday conflicts.

REGULAR BOARD MEETINGS/PUBLIC HEARINGS

January	28	7:00pm	Regular Board Meeting (@MRHS Library) <ul style="list-style-type: none"> Elect Officials (A): Resolution 2025-01 Appoint Committees (A): Resolution 2025-02 Approve Meeting Schedule (A): Resolution 2025-03 District Bylaws Review (A) 2024 Q4 Aquatics Manager Report Architect of Record RFQ March Closure Contractor Selection <i>Night board meeting dates and locations being voted on for change.</i>
February	25	7:00pm	Regular Board Meeting <ul style="list-style-type: none"> 2024 Q4 Financial Report Employee Handbook Update March Closure Update AHU Project Bid Packet
March	25	7:00pm	Regular Board Meeting <ul style="list-style-type: none"> 50th Anniversary Event Discussion Policy and Procedural Review (I)
April	22	7:00pm	Regular Board Meeting <ul style="list-style-type: none"> 2025 Q1 Aquatics Manager Report 2024 Financial Report to State (I) AHU Project Consultant Selection
May	27	7:00pm	Regular Board Meeting <ul style="list-style-type: none"> 2025 Q1 Financial Report 2024 Financial Report to State (A)
June	24	7:00pm	Regular Board Meeting <ul style="list-style-type: none"> August Closure (I)
July	23	7:00pm	Regular Board Meeting <ul style="list-style-type: none"> 2025 Q2 Aquatics Manager Report August Closure (A)
August	26	7:00pm	Regular Board Meeting <ul style="list-style-type: none"> Start of Budget Process/Hand Out Workbooks (I)

			<ul style="list-style-type: none"> • 2025 Q2 Financial Report • Surplus Property: Resolution 2025-04
September	23	7:00pm	Regular Board Meeting <ul style="list-style-type: none"> • 5-Year Capital and Equipment Replacement (I)
October	21	7:00pm	Regular Board Meeting <ul style="list-style-type: none"> • 2025 Q3 Aquatics Manager Report • Preview Preliminary Budget (I) • Levy Certification Estimate (I) • Unclaimed Property: Resolution 2025-05
November (Public Hearing)	11*	7:00pm	Regular Board Meeting/ Budget Public Hearing <ul style="list-style-type: none"> • 2025 Q3 Financial Report • Budget and Levy Certification Process <ul style="list-style-type: none"> ○ Adopt 2026 Budget (A) ○ 2026 Levy Certification: Resolution 2026-06(A) ○ 2026 Levy Increase Certification: Resolution 2026-07(A) ○ Substantial Need Ordinance (if needed)
December	9*	7:00pm	Regular Board Meeting <ul style="list-style-type: none"> • Budget Amendments: Resolution 2026-08(A) • Proposed 2026 Meeting Calendar (I) • 2026 Officers and Committees (I)

Notes:

Most decisions made by District will be a two-touch rule (unless there is an emergency):

1. (I) Informational: Information will be given to the Board of Commissioners to develop viewpoints and questions. All questions will be referred to Committees.
2. (A) Action: The District will act on items after the first two steps have properly helped vet the decision. In an emergency, the District may elect to process a decision to help safeguard the District and its constituents.

If there is not a (I) or (A) next to the item, there is no decision to be made, or it may be a routine business item that happens annually. These items are not subject to the two-touch rule and are usually information for the board and the public. Committee meetings may be scheduled by the direction of the board or the District GM.

Board meetings were moved to the Fourth Tuesday of each month to better financials, move reports up to being the month before, and overall better process management from the District. The final two meetings of the year (November and December) are moved to the second Tuesday to avoid holidays. Monthly financials will be delayed one month as they will not be reconciled for those two months' meetings.

The items listed on the calendar are estimated, but the business may change depending on priorities and urgency of other items that may pop up throughout the year.

Finally, the District Board of Commissioners and Staff will do their best to plan ahead, but items that cannot be adequately prepared may arise. The District will act and properly try to take these items into account for future business calendars. The District will ensure that all notifications meet all legal and best practice requirements.

Des Moines Pool Métropolitain Park District

AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 7d Assigned to: District GM Meeting Date: January 28, 2025

Under: Old Business Attachment: Yes

Subject: Policy 101 Bylaws, 2025 Update

Background/Summary:

Each year the Des Moines Pool Metropolitan Park District's Board of Commissioners updates their Bylaws to ensure they match the operations of the district. Attached is a working copy that will be sent out to all board members.

Attached is the current Bylaws. Please review before the meeting and suggest any changes that may need to be made.

If the board decides to review the Bylaws, an editable DRAFT will be sent to board members with a timeline for edits before the February 25 regular board meeting.

Fiscal Impact: N/A

Proposed Motion: No motion necessary. Bylaws are current.

Reviewed by District Legal Counsel: Yes X No _____ Date: 12/26/23

Two Touch Rule: N/A Committee Review
1/28/25 First Board Meeting (Informational)
To be determined Second Board Meeting (Action)

Action Taken: Adopted _____ Rejected _____ Postponed _____

Follow-up Needed: Yes _____ No _____ Report back date: _____

Attachments:

- Current, Policy 101 Bylaws (Approved January 23, 2024)

DES MOINES POOL METROPOLITAN PARK DISTRICT BYLAWS

ARTICLE 1 NAMES

The name of this Metropolitan Park District is the Des Moines Pool Metropolitan Park District ("District" or "DMPMPD"). The name of the governing Board is the Des Moines Pool Metropolitan Park District Board of Commissioners ("Board"). All actions of the DMPMPD may be performed using the name "DMPMPD".

ARTICLE 2 ROLE AND PURPOSE

The Role and Purpose of the DMPMPD is to discharge its responsibilities for providing pool facilities as a public service to the residents of the geographic areas included within the City of Des Moines.

ARTICLE 3 ORGANIZATION

The DMPMPD is organized as a Special Purpose District under and in conformity with the constitution and laws of the State of Washington, specifically Chapter 35.61 RCW (Metropolitan Park Districts) as now enacted or as it may hereafter be amended.

ARTICLE 4 GOVERNING BODY

- 4.1 Board Membership.** The Board shall consist of FIVE (5) voting members who shall be elected per RCW 35.61.050 (2). The DMPMPD Board positions shall be determined by the election laws governing Metropolitan Park districts.
- 4.2 Vacancies.** In the event of a vacancy, the Board shall fill the vacancy in the manner provided by statute (RCW 35.61.050 and RCW 42.12.070).
- 4.3 Compensation.** Commissioners shall receive compensation pursuant to RCW 35.61.150 for each day or portion of a day in actual attendance at official Board meetings or in performance of their official services or duties on behalf of the District (Resolution No. 2009-04)
- 4.3.1 Stipend Waiver.** Board members can elect to waive their stipend in writing in advance of the meeting at which the stipend would be earned.
- 4.3b Stipend Donations.** If a board member elects to donate their stipend, they must receive the stipend and donate it to the scholarship fund.

4.4 Open Government Trainings Act. The Open Government Trainings Act requires all elected officials to complete training courses related to the Public Records Act (RCW 42.56.150), Open Public Meetings Act (RCW 42.30.205) and RCW 40.14 related to records retention.

4.4.1 Each local elected official appointed to fill a vacancy in a local or statewide office, must complete a training course regarding the provisions as indicated above.

4.4.2 Officials required to complete training under this section may complete their training before assuming office but must:

- Complete training no later than ninety (90) calendar days after the date the official:
 - Takes the oath of office, if the official is required to take an oath to assume his or her duties; or
 - Otherwise assumes his or her duties as a public official.
- Complete refresher training at intervals of no more than four years for as long as he or she holds office.
- Training must be consistent with the Attorney General's model rules for compliance with the Public Records Act.
- Training may be completed remotely with technology including but not limited to internet-based training.

ARTICLE 5 ELECTED OFFICERS

5.1 Officers. During the first regular meeting in January, the Board shall accept nominations and elect from its members a President and Clerk of the Board, which will fulfill the role of President and Clerk in accordance with RCW 35.61.120, and other officers as it may determine it requires who shall hold office until their successors have been duly elected.

5.2 President. The President shall be the presiding officer at meetings of the Board and will assure that an agenda is provided for each meeting and that the meeting will be conducted in accordance with the agenda. The President shall act as a spokesperson for the Board, and can sign all resolutions, contracts, and other instruments on behalf of the Board and as authorized by the Board. The President may make or second motions and may vote on any issue that comes before the Board.

5.3 Clerk of the Board. The Clerk of the Board shall assume the responsibilities and duties of the President in the absence or disability of the President. In accordance with RCW 42.24.180(3), the Clerk of the Board shall also oversee the approval of all checks or warrants issued in payment of claims.

ARTICLE 6 APPOINTED OFFICERS

- 6.1 Attorney.** The Board shall appoint, at a regular meeting, an attorney who shall advise the Board and its appointed officers on legal matters and represent the District in all such matters.
- 6.2 Treasurer.** The King County Treasurer shall serve as the ex-officio Treasurer of the Board pursuant to RCW 35.61.180. The Board may appoint, at a regular meeting, a District Treasurer who shall advise the Board and its appointed officers on financial matters including investing the financial assets of the District with the County Treasurer's approval per RCW 35.61.18.

ARTICLE 7 POWERS AND DUTIES OF THE BOARD

- 7.1 POWERS AND DUTIES.** The Board shall have all the powers and duties as authorized by the Washington State Constitution and the laws of the State of Washington including, but not limited to chapter 35.61 RCW.
- 7.2 DISTRICT GOALS AND OBJECTIVES.** The Board shall establish Goals and Objectives which will establish a long-range plan in relation to the District's facility needs. In addition to the facility, the plan/goals and objectives should consider programs and the financing necessary to achieve these goals. The Goals and Objectives shall be reviewed annually and modified by the Board to reflect changes in the District and community's environment and needs. Goals and objectives will be presented to the board at the first retreat of each year.
- 7.3 DISTRICT POLICIES AND RULES.** The Board shall adopt policies and rules as necessary for the operation of the District and its facilities. These polices may include the following:
- a. Rules of conduct for patrons of the District's facilities.
 - b. The relationship of the District General Manager ("DGM") to the Board and the responsibilities of the DGM and District operation.
 - c. Policies concerning the administration of District personnel.
 - d. Programs offered to the district's patrons' hours of operation, maintenance and closures.
 - e. The financial policy of the District, an annual budget, tax levies and rates for the use of District facilities.

ARTICLE 8 COMMITTEES

GENERAL PROVISIONS. Generally, the Board acts as a committee of the whole. The President may recommend the creation of *ad hoc* committees to facilitate the conduct of the Board's affairs. Members of *ad hoc* committees will be nominated by the President and appointed by the Board.

ARTICLE 9 MEETINGS OF THE BOARD OF COMMISSIONERS

9.1 GENERAL PROVISIONS. The DMPMPD is a Washington Municipal Corporation, and is subject to RCW Chapter 42.30, The Open Public Meetings Act, RCW Chapter 42.23, the Code of Ethics for Municipal Officers, and RCW Chapter 42.56, the Public Record Act. as each is now enacted or as it may hereafter be amended.

9.2 REGULAR MEETINGS. Regular business meetings of the Board will be held on the fourth Tuesday of each month at 7:00 PM between January and October and the second Tuesday of each month between November and December at the Des Moines Pool Metropolitan Park District Administration Offices (22015 Marine View Dr. S. #2B).

9.2.1 Holidays. If a regular Council meeting falls upon a legal (state/federal) holiday, the meeting will be held the subsequent business day. See [RCW 1.16.050](#) for more information.

9.2.2 Hybrid Meetings. All District meetings are currently being held where patrons and members of the community can attend virtually. This allows members of the community, staff and board members to attend all meetings by phone or virtually (computer) link for members of the community to view or participate in the meeting. For efficiency the board will request public members to email their remote questions or comments by noon on the day of the meeting, if they cannot attend in-person.

9.2.2.a In-Person. Members of the community and board members should notify the District General Manager (DGM) if they wish to attend the meeting in-person. Please notify the DGM by noon of the day of the meeting. This notification is due to the Mount Rainier High School (meeting location) being a secure building after hours. This allows staff to be prepared to grant access to the building. A sign with a contact phone number will be posted at the front door.

9.2.3 Consent Agenda. Each regular board meeting will include a consent agenda. The consent agenda will include routine/"housekeeping" items including minutes from previous meetings, vouchers and district reports. Commissioners have the ability to modify the consent agenda during the Adoption/Modification phase of the meeting. A majority of the board must vote to modify the consent agenda, Voting consists of accepting the consent agenda and voting on the vouchers.

9.2.4 Reports. A financial report and aquatics manager report will be presented quarterly. Below is a list of tentative dates reports will be produced. A minimum of a month of preparation time is included for reports to be properly produced.

9.2.4a Aquatics Manager Reports:

- Quarter 1 (January-March) – April board meeting
- Quarter 2 (April-June) – July board meeting
- Quarter 3 (July-September) – October board meeting
- Quarter 4 (October-December) – January board meeting

9.2.4b District Financial Reports:

- Quarter 1 (January-March) – May board meeting
- Quarter 2 (April-June) – August board meeting
- Quarter 3 (July-September) – November board meeting
- Quarter 4 (October-December) – February board meeting

9.2.5 Public Hearing. A budget and levy certification hearing will be held the second Tuesday of November at 7:00pm. This is to allow ample time to send in signed levy and budget certification documents to King County.

9.2.6 Minutes. Minutes will be sent to board members for their review as soon as they are completed by the District Clerk. Minutes will be voted on at the next month's regular board meeting.

9.3. PROHIBITED CONDUCT- Commissioners Shall Not:

- 9.3.1.** Have an interest, financial or otherwise, direct or indirect, or engage in a business or transaction or professional activity or incur an obligation of any nature that is in conflict with the proper discharge of the District's duties.
- 9.3.2.** Be beneficially interested, directly or indirectly, in a contract, sale, lease, purchase, or grant that may be made by, through, or under the supervision of the the commissioner, in whole or in part, and shall not accept, directly or indirectly, any compensation, gratuity, or reward from any other person beneficially interested in any such contract, sale, lease, purchase, or grant, except as set forth below.
- 9.3.3.** Use the commissioner's position to secure special privileges or exemptions for the commissioner, or others.
- 9.3.4.** Give or receive or agree to receive any compensation, gift, reward, or gratuity from a source other than the District, for a matter connected with or related to the commissioner's services unless provided for by law.
- 9.3.5.** Receive, accept, take, seek, or solicit, directly or indirectly, anything of economic value as a gift, gratuity, or favor from a person if it could be reasonably expected that the gift, gratuity, or favor would influence the vote, action, or judgment of the commissioner, or be considered as part of a reward for action or inaction.
- 9.3.6.** Accept employment or engage in business or professional activity that the commissioner might reasonably expect would require or induce him or her by reason of his or her official position to disclose confidential information acquired by reason of his or her official position.
- 9.3.7.** Shall not disclose confidential information or otherwise use such information for the commissioner's personal gain or benefit.
- 9.3.8.** Except in the course of official duties or incident to official duties, assist any person, directly or indirectly, in a transaction involving the District, where

such assistance is, or to a reasonable person would appear to be, enhanced or affected by the commissioner's position.

- 9.3.9.** Employ or use any District employee or other person, District funds or money, or District property under the commissioner's official control or direction, or in the commissioner's official custody, for the private benefit or gain of the commissioner, an employee of the District, or another person, except as allowed by law. This section does not prohibit use of public resources to benefit citizens or others when such is part of District functions or the commissioner's duties, or otherwise allowed by law.
- 9.3.10.** Use the facilities, personnel or resources of the District to assist or oppose a campaign for election or for the promotion or opposition to a ballot proposition, except pursuant to one of the recognized exceptions to RCW 42.17A.555.
- 9.3.11.** Participate, by voting or otherwise, in any issue that comes before the Board of commissioners, when the commissioner has any direct or indirect personal or financial stake in the outcome of the matter.
- 9.3.12.** Campaign for, or accept appointment or election to, any public office that would be incompatible with the office of the District, if concurrently serving on the Board.

9.4. RECOMMENDED CONDUCT - At All times a commissioner Should:

- 9.4.1.** Respect and comply with the law.
- 9.4.2.** Act at all times in a manner that promotes public confidence in District.
- 9.4.3.** Participate in establishing, maintaining, and enforcing high standards of conduct and personally observe those standards.
- 9.4.4.** Exhibit unquestionable integrity and have an uprightness of character and soundness of moral principle.
- 9.4.5.** Show respect for others through temperance, fairness and civility in the execution of their duties and conduct of their personal life.
- 9.4.6.** Have the courage to do what is right and stand up for those without power or authority.
- 9.4.7.** Have compassion that is inherent to understanding another's problems while controlling and understanding personal feelings.
- 9.4.8.** Conduct political campaigns in an honest and forthright manner, without attacking others in a negative way.
- 9.4.9.** Lead by example.
- 9.4.10.** Never forget that public office requires public trust and confidence.

9.5. EXCEPTIONS.

- 9.5.1.** A commissioner is allowed by state statute to be financially involved in a contract (excluding sales contracts or leases) with the District, so long as payment to the commissioner or his/her business does not exceed \$3,000.00 in any calendar month, provided that such commissioner shall not vote on any such contract in which he/she is beneficially interested.

Moreover, such interest shall be disclosed to the governing body and noted in the minutes before formation of the contract.

9.5.2. A commissioner may accept a gift in the form of food or beverage on infrequent occasions in the ordinary course of performance of duties, but no such gift shall exceed a value of fifty dollars (\$50.00).

9.5.3. A commissioner is not deemed to have an interest in a contract, as those terms are used herein, if the commissioner has only a remote interest in the contract, so long as disclosure is made. A remote interest means, for example, the interest of a nonsalaried officer of a nonprofit corporation, the interest of a mere employee of a contracting party, where the compensation of that employee or commissioner consists entirely of fixed wages or salary, the interest of only a landlord or tenant of the contracting party, or the interest of a less than 1% shareholder of a contracting corporation or cooperative; provided that this exception does not apply to a commissioner who attempts to influence, or does influence other district officers with respect to entering into the contract.

9.6 ABSENCES. Board members will inform the District Clerk if they are unable to attend any Board meeting, or if they knowingly will be late to any meeting. The minutes will show the Board member as having an excused absence unless the Board approves a motion declaring the absence to be unexcused.

9.6.1 Remote Participation. Remote includes virtual (online) or by phone. A commissioner may participate remotely. The District Clerk will note in the meeting minutes the remote participation of a commissioner.

9.7 SPECIAL MEETINGS. Special meetings may be called according to the provisions of RCW 42.30.080 as now enacted or as it may hereafter be amended.

9.7.1 Public hearings. Local media will be provided written notice of public hearings two business days before the hearing.

9.8 EXECUTIVE SESSIONS. The Board may hold Executive Sessions for all purposes authorized by RCW 42.30.110 as now enacted or as it may hereafter be amended. The statutory basis and purpose of the executive session as well as the starting and ending time shall be announced prior to going into executive session and shall be stated in the meeting minutes.

9.9 QUORUM. A majority of the members of the Board will constitute a quorum.

9.10 TWO TOUCH RULE. In order to allow the Board adequate time to consider issues prior to final decisions, the District Board and Staff should abide by the "Two Touch Rule".

- a. First meeting informational
- b. Second meeting for approval/denial

9.11 PARLIAMENTARY PROCEDURE. Deliberations of the Board shall be guided by the rules of procedure for small boards established in the latest edition of *Roberts Rules of Order, Newly Revised* where those rules are not inconsistent with State law or these Bylaws.

9.12 AGENDA PACKETS. Commissioners will be emailed a copy of their packets, the Thursday before each meeting. If staff needs additional time, they will notify the board by email. The agenda packet will be posted online, while paper copies of the agenda will be posted at the Mount Rainier Pool and District Offices. Board members may personally retrieve their agenda packets from the Mount Rainier Pool front desk. Board members should alert the District General Manager at least 2-business days before they pick up their packet.

**ARTICLE 10
AMENDMENTS**

These Bylaws may be amended by resolution of the Board at a regular meeting. Bylaws will be reviewed at the final regular board meeting at the end of each year in order for the Board to review processes and adopt new ones if needed.

Adopted this 23 day of January 2024.

DES MOINES POOL METROPOLITAN PARK DISTRICT COMMISSIONERS

DocuSigned by:


8116619A4C1C481...
Shane Young
President and Commissioner

DocuSigned by:


5E81D7A9899F2474...
Joe Dusenbury
Clerk and Commissioner

DocuSigned by:


94C69529CE3B443...
Gene Achziger
Commissioner

DocuSigned by:


9E99852BF67C43B...
Holly Campbell
Commissioner

DocuSigned by:


69BA2573814E48C...
Shane Stender
Commissioner

Des Moines Pool Métropolitain Park District

AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 7e Assigned to: Aquatics Manager Meeting Date: January 28, 2025

Under: Old Business Attachment: Yes

Subject: Aquatics Manager Report

Background/Summary:

The Aquatics Manager will present the Quarter 4 (October 1 – December 31).

He will then discuss upcoming programs and services.

The report will include a customer service survey that was completed online, and a summary of the last swim lesson evaluations. There was one more response that was received after tabulating the results, which is included. We also broke down the comments into subject areas in a separate section.

Finally, the Aquatics Manager will discuss the next schedule and overall scheduling processes.

Fiscal Impact: N/A

Proposed Motion: No motion. Informational only.

Reviewed by District Legal Counsel: Yes N/A No _____ Date: _____

Two Touch Rule: N/A Committee Review
N/A First Board Meeting (Informational)
N/A Second Board Meeting (Action)

Action Taken: Adopted _____ Rejected _____ Postponed _____

Follow-up Needed: Yes _____ No _____ Report back date: _____

Notes:

- Aquatics Manager Sample* for Feedback – Q4 Report (attached)
*Includes Customer Service Survey Results
- Swim Lesson Evaluation Results

Quarter 4 Aquatics Manager Report

October 1 to December 31, 2024

Please complete the attached form and have it back to staff no later than Monday, October 21 at noon.

Section				Comments
A. TOTAL USAGE				
	2022	2023	2024	
October	N/A	3344	4701	
November	N/A	2787	5662	
December	N/A	2879	2889	
Q4 TOTALS	N/A	9010	13252	
TOTALS	N/A			
Summary:				
B. USAGE BY MONTH PER PROGRAM (NAMING?)				
October	2022	2023	2024	
Deck	N/A	355	761	
Spectators	N/A	322	725	
WX	N/A	713	447	
SMAC	N/A	542	940	
HS Swim Teem	N/A	294	339	
Meet	N/A	0	23	
Water Walking	N/A	183	329	
Family Swim	N/A	120	283	
Lap Swim	N/A	607	509	
Open Swim	N/A	5	35	
Lessons	N/A	202	310	
November	2022	2023	2024	
Deck	N/A	357	1086	
Spectators	N/A	270	1364	
WX	N/A	509	401	
SMAC	N/A	624	1091	
HS Swim Teem	N/A	367	235	
Meet	N/A	0	248	
Water Walking	N/A	99	196	
Family Swim	N/A	85	256	
Lap Swim	N/A	380	411	
Open Swim	N/A	35	214	
Lessons	N/A	61	160	
*Admissions (POS + Members):				

December	2022	2023	2024	
Deck	N/A	489	396	
Spectators	N/A	443	270	
WX	N/A	539	370	
SMAC	N/A	491	509	
HS Swim Teem	N/A	277	424	
Meet	N/A	5	0	
Water Walking	N/A	133	187	
Family Swim	N/A	74	211	
Lap Swim	N/A	356	442	
Open Swim	N/A	12	80	
Lessons	N/A	60	0	

Summary: SMAC is an external group. Open swims were reduced to 1-2pm on Saturdays to accommodate PTSA swims, In-Services and Birthday Parties, thus numbers are lower.

TOTAL SWIM LESSON USAGE (FOR QUARTER 4)

Fall 2024: November 25th 2024

SAT AM 9/21-11/9/24

M/W PM 10/14-11/6

Sept-Dec	2022	2023	2024
REGISTERED	106	139	242
OFFERED	110	140	250
SPOTS OPEN	5	3	13
WAITLIST	5	73	145
UNIQUE WAITLIST	N/A	N/A	N/A
PERCENTAGE CAPACITY	96.3%	99.2%	96.8%

	Excellent (4)	Good (3)	Fair (2)	Poor (1)
1. My child's progres was.....				
2. The class organization and use of time was.....				
3. Class started and ended on time.....				
4. The instructor kept the class under control.....				
5. The instructor showed enthusiasim.....				
6. The instructor motivated the students.....				
7. The instructor made positive corrections.....				
8. The instructor gave clear, concise instructions.....				
9. The instructor demonstrated all new skills.....				
10. Students were given appropriate practice time.....				
11. Would you recommend our swim lesson program to others?				

M/W EVENINGS 10/14 - 11/6	Excellent (4)	Good (3)	Fair (2)	Poor (1)	Total
Parent and Child 1					
Parent and Child 2					
Parent and Child 1/2	44	6	0	0	
Pre-School Aquatics Level 1	82	8	0	0	
Pre-School Aquatics Level 2	24	13	2	0	
Pre-School Aquatics Level 3	15	15	0	0	
Learn to Swim Level Level 1	36	20	3	1	
Learn to Swim Level Level 2	67	3	2	0	
Learn to Swim Level Level 3	10	0	0	0	
Learn to Swim Level Level 4	30	9	0	0	
Learn to Swim Level Level 5	17	3	0	0	
Learn to Swim Level Level 6					
Adult	37	2	0	0	
Total Overall	362	79	7	1	449
Total Overall %	80.62%	17.59%	1.56%	0.22%	

11. Would you recommend our swim lesson program to others?	Yes	No	Left Blank	Total
Total Overall	42	0	3	45

Total Overall %	93.33%	0.00%	6.67%	
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SAT MORNINGS 9/24 - 11/9	Excellent (4)	Good (3)	Fair (2)	Poor (1)	Total
Parent and Child 1	38	18	4	0	
Parent and Child 2	9	1	0	0	
Parent and Child 1/2					
Pre-School Aquatics Level 1	88	19	3	0	
Pre-School Aquatics Level 2	150	20	0	0	
Pre-School Aquatics Level 3	40	0	0	0	
Learn to Swim Level Level 1	119	33	15	1	
Learn to Swim Level Level 2	26	0	0	0	
Learn to Swim Level Level 3	96	10	4	0	
Learn to Swim Level Level 4	20	10	0	0	
Learn to Swim Level Level 5	40	10	0	0	
Learn to Swim Level Level 6					
Adult	3	1	0	0	
Total Overall	629	122	26	1	778
Total Overall %	80.85%	15.68%	3.34%	0.13%	

11. Would you recommend our swim lesson program to others?	Yes	No	Left Blank	Total
Total Overall	57	1	8	66
Total Overall %	86.36%	1.52%	12.12%	

September 21st - November 9th, 2024	9:30 Learn to Swim 1	3	2	0	0	0	0	0	0	0	5
September 21st - November 9th, 2024	9:30 Learn to Swim 2	2	0	2	0	0	0	0	0	0	4
September 21st - November 9th, 2024	9:30 Learn to Swim 3	5	0	0	0	0	0	0	0	0	5
September 21st - November 9th, 2024	9:30 Learn to Swim 4	4	0	1	0	1	0	0	0	0	6
September 21st - November 9th, 2024	10:00 Parent & Child 2	2	0	0	0	2	0	0	1	0	5
September 21st - November 9th, 2024	10:00 Preschool Aquatics 1	4	0	1	0	0	0	0	0	0	5
September 21st - November 9th, 2024	10:00 Learn to Swim 1	3	0	2	0	0	0	0	0	0	5
September 21st - November 9th, 2024	10:00 Learn to Swim 2	3	0	1	0	0	0	1	0	0	5
September 21st - November 9th, 2024	10:00 Learn to Swim 6	3	1	1	0	0	0	0	0	0	5
September 21st - November 9th, 2024	10:30 Preschool Aquatics 2	3	1	1	0	0	0	0	0	0	5
September 21st - November 9th, 2024	10:30 Preschool Aquatics 3	3	1	1	0	0	0	0	0	0	5
September 21st - November 9th, 2024	10:30 Learn to Swim 1	2	0	2	1	0	0	0	0	0	5
September 21st - November 9th, 2024	10:30 Learn to Swim 3	4	0	1	0	0	0	0	0	0	5
September 21st - November 9th, 2024	10:30 Learn to Swim 4	3	0	1	1	0	0	0	0	0	5

September 21st - November 9th, 2030	5:00 Preschool Aquatics 1	4	0	0	0	0	1	0	0	0	5
September 21st - November 9th, 2031	5:00 Learn to Swim 2	5	0	0	1	0	0	0	0	0	6
September 21st - November 9th, 2032	5:00 Learn to Swim 4	4	0	0	0	1	0	0	0	0	5
September 21st - November 9th, 2035	5:30 Preschool Aquatics 3	2	0	1	0	0	0	0	1	0	4
September 21st - November 9th, 2036	5:30 Learn to Swim 1	5	0	1	0	0	0	0	0	0	6
September 21st - November 9th, 2037	5:30 Learn to Swim 2	5	0	0	0	0	0	0	0	0	5
September 21st - November 9th, 2038	6:00 Adult	9	0	1	0	0	0	0	0	0	10
Total Number of Lessons:		59	1	10	1	3	1	0	1	0	76

Events/ Outreach

- PTSA Swim
- Trick or Treat Path
- Spooky Swim
- Holiday Swim
- Rentals
- Wibit (1 every quarter)

Summary:

SALES REVENUE

See Attached Form from Q4 2024 Financial Report

Over-the-Counter Revenue [Breakdown_Q4](#) FINANCIAL REPORT October 1 to December 31, 2024

October 1 – December 31

GL/CODE	2022	2023	2024
Product Sales	\$84,723.80	\$946.37	\$827.06
Passes	\$5,669.51	\$7,691.20	\$9,728.62
General Admission	\$1,770.21	\$1,798.39	\$3,461.86
Swim Instruction	\$12,347.52	\$9,883.69	\$16,945.4
Aquatic Fitness*	\$1,405.83	\$861.14	\$734.51
Special Events	\$960.00	\$371.27	\$12.00
Single Event	\$22,749.41	\$46,959.27	\$4,505.42
Rental Equipment	N/A	N/A	N/A
Scholarship Donation: Faith Callahan	\$14.00	N/A	N/A
Sales Tax	N/A	N/A	
Credit on Account	N/A	N/A	N/A
Payment Account	N/A	N/A	N/A
TOTALS	\$	\$	\$

Daily Admission Sales	2022	2023	2024
Adult (Non-Resident)	78	70	112
Adult (Resident)	104	109	197
Senior Swim (Non-Resident)	14	16	9
Senior Swim (Resident)	45	12	32
Under 3 (Non-Resident)	2	2	4
Under 3 (Resident)	11	12	12
Youth Swim (Non-Resident)	25	20	76
Youth Swim (Resident)	70	88	20
Water Exercise Daily (Non-Resident)	3	45	3
Water Exercise Daily (Resident)**	13	37	46
Practice Card	N/A	N/A	N/A
AM Parent Free Use – Curent Swim Lesson Only	N/A	1	2
AM Parent Free Use – Curent Swim Lesson Only	N/A	1	2
PM Parent Free Use – Curent Swim Lesson Only	N/A	N/A	3
PM Parent Free Use – Curent Swim Lesson Only	N/A	N/A	3
TOTALS	365	413	521

Insurance Visits (by carrier)	2022	2023	2024
ASH Network	329	486	479
Healthy Contributions	193	252	672
<u>Tivity</u>	161	332	494
TOTALS	683	1,070	1,645

Over-the-Counter Revenue [Breakdown_Q4](#) FINANCIAL REPORT October 1 to December 31, 2024

Pass Sales	2022	2023	2024
<u>10-Visit</u>			
Adult	64	86	72
Disabled	4	3	2
Senior	44	61	56
Youth	4	2	5
Water Exercise	27	7	12
SUB-TOTAL	143	159	147
<u>3 Month</u>			
Adult	2	7	4
Disabled	0	0	0
Family	0	0	4
Senior	2	12	3
Youth	0	0	0
Water Exercise	5	2	0
SUB-TOTAL	9	21	11
<u>Annual</u>			
Adult	2	3	7
Disabled	0	0	0
Family	0	1	0
Senior	2	1	0
Youth	0	0	5
Water Exercise	2	0	0
SUB-TOTAL	6	5	12
<u>New Insurance Members **</u>			
ASH Network	7	7	3
Healthy Contributions	10	5	9
<u>Tivity</u>	1	2	4
SUB-TOTAL	18	14	16
TOTALS	176	199	186



Mount Rainier Pool

February 3 – March 9, 2025
Winter Schedule



Shallow End (83°F – 85°F)						
Water Walking	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	10a – Noon	9a -Noon	10a – Noon	9a -Noon	10a – Noon	11:30a - 1p
Family Swim	Noon – 1p	Noon - 1p	Noon – 1p	Noon – 1p	Noon – 1p	11:30a – 1p
	7p-8p****	5p-7p	7p-8p****	5p-7p	5p-8p	N/A
Water Exercise (Shallow Water)	9a -10a	7p-8p	9a -10a	7p-8p	9a -10a	N/A
Deep End (83°F – 85°F)						
Water Exercise (Deep Water)	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	N/A	N/A	N/A	N/A	10:15a-11a (2 lanes)	N/A
Lap Swim	9a-1p (6 lanes)	9a-1p (6 lanes)	9a-1p (6 lanes)	9a-1p (6 lanes)	9a-10:15a (6 lanes)	10:30a – 11a (4 lanes)
					10:15a – 11a (4 lanes)	11a-11:30a (5 lanes)
					11a-1p (6 lanes)	11:30a-1p (6 lanes)
	N/A	7p-8p (2 Lanes)	N/A	7p-8p (2 Lanes)	N/A	N/A
Entire Pool (83°F – 85°F)						
Open Swim	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	N/A	N/A	N/A	N/A	N/A	1p – 2p

*Family Swim: Shallow end only. ** Open Swim: Include family swim in the shallow end
 ***Daily Rate: Access to all swims except for Water Exercise and Swim Lessons.
 **** Reduced family swim hours because swim lessons will be from 4-6:45pm on Monday and Wednesday's.



FRONT OFFICE HOURS: Please feel free to stop by the front desk or call us at the hours below.

- Monday-Friday: 9a – 1p and 4-7:30p
- Saturday: 9a – 1:30p

WEBSITE: Check out our updated website with new schedule page including tentative future schedules, fees, insurance membership programs, scholarships, swim lessons and more. Use QR Code below for more information.



SATURDAY OPEN SWIM INFORMATION

1st Saturday of the Month (\$1 Swim)
 2nd - 4th Saturday of the Month (Regular Fees)

Summary:	
----------	--

I. Feedback and Complaints (ADD INFO)	
---------------------------------------	--

a. Reviews	
------------	--

i. No reviews this quarter.	
-----------------------------	--

b. Emails	
-----------	--

<i>i.</i>	
-----------	--

<p>Maintenance and Safety Incidents (q4)</p> <ul style="list-style-type: none">a. Maintenance Projects<ul style="list-style-type: none">ii. For discussion (March Closure).	
<p>Public Outreach</p> <ul style="list-style-type: none">c. Participation in events:<ul style="list-style-type: none">i. For Discussion.d. Free services offered<ul style="list-style-type: none">i. Practice Swim times for lesson participantse. Meetings/Communications<ul style="list-style-type: none">i. For Discussion.	
<p>Other (Please list any other sections you wish to see to in the comments and add a sheet if necessary).</p>	
<p>Frequency: The board that were present stated they would like to have a report quarterly. If you disagree, please use the comments section.</p>	

Copy of Mount Rainier Pool Customer Service Satisfaction Survey

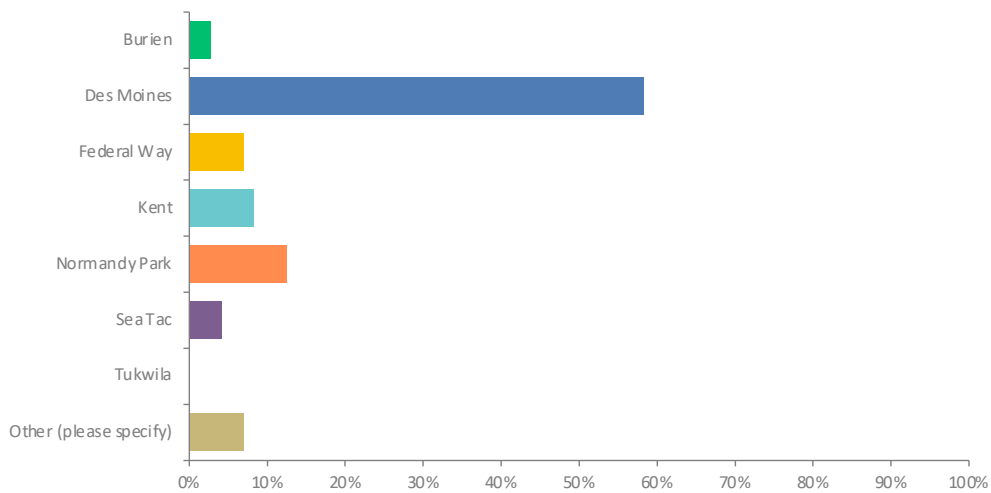
Thursday, January 09, 2025

Powered by  SurveyMonkey

1

Q1: In what city do you live?

Answered: 72 Skipped: 0



Powered by  SurveyMonkey

2

Q2: How would you rate your overall visit?

Answered: 71 Skipped: 1



	1	2	3	4	5	TOTAL	WEIGHTED AVERAGE
😊	0.00%	1.41%	14.08%	42.25%	42.25%	71	4.25
	0	1	10	30	30		

Powered by SurveyMonkey

3

Q3: How was the quality of services?

Answered: 71 Skipped: 1



	1	2	3	4	5	TOTAL	WEIGHTED AVERAGE
😊	0.00%	1.41%	16.90%	42.25%	39.44%	71	4.20
	0	1	12	30	28		

Powered by SurveyMonkey

4

Q4: How were you treated?

Answered: 72 Skipped: 0



	1	2	3	4	5	TOTAL	WEIGHTED AVERAGE
😊	0.00% 0	0.00% 0	15.28% 11	30.56% 22	54.17% 39	72	4.39

Powered by SurveyMonkey

5

Q5: Do you feel you got value for your money?

Answered: 72 Skipped: 0



	1	2	3	4	5	TOTAL	WEIGHTED AVERAGE
😊	1.39% 1	5.56% 4	15.28% 11	22.22% 16	55.56% 40	72	4.25

Powered by SurveyMonkey

6

Q6: Did you feel safe while you were at the pool?

Answered: 71 Skipped: 1



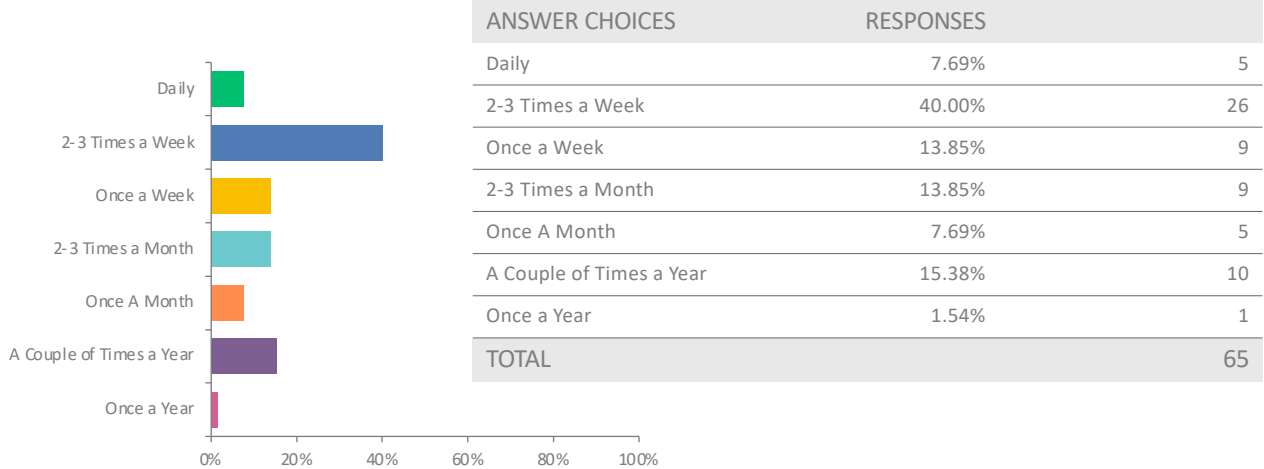
	1	2	3	4	5	TOTAL	WEIGHTED AVERAGE
😊	0.00%	0.00%	8.45%	28.17%	63.38%	71	4.55
	0	0	6	20	45		

Powered by SurveyMonkey

7

Q7: How often do you visit (average) MRP?

Answered: 65 Skipped: 7



Powered by SurveyMonkey

8

8. Do you have any recommendations on how MRP can improve its services?

See Attached Individual Responses for More Information.

good t even know evenings don t Please know open work pool s
lap swim hours shower far time staff swim lap
earlier cold water Increase locker room don t even clean

Powered by  SurveyMonkey

#73

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Sunday, January 12, 2025 7:54:12 PM
Last Modified: Sunday, January 12, 2025 7:58:17 PM
Time Spent: 00:04:04
IP Address: 75.253.93.241

Page 1

Q1 Other (please specify):
In what city do you live? Covington

Q2
How would you rate your overall visit?

😊 **Excellent**

Q3
How was the quality of services?

😊 **Above Average**

Q4
How were you treated?

😊 **Above Average**

Q5
Do you feel you got value for your money?

😊 **Excellent**

Q6
Did you feel safe while you were at the pool?

😊 **Excellent**

Q7 Don't Attend (If No Why?):
How often do you visit (average) MRP? I had therapy w/Debbie. It's far 4 me si u did not complete my paid visits.

Note-Patron contacted. PT was rental, not our program. Given PT contact information.

Q8

Do you have any recommendations on how MRP can improve its services?

I with like a refund or 2 still be able to use my visits until they are gone!

Q9

Yes (Please include name, phone and email -if possible):

I would like a follow-up response to my recommendation or comments. Please leave contact information in corresponding box below.

██████████ ██████████

CUSTOMER SERVICE SATISFACTION SURVEY

Individual Responses from Question #8 (Categorized)

SCHEDULE

- EARLY MORNING REQUESTS:
 - Early lap swim offerings, if only just 2-3 days a week.
 - MRP is managed well, with respectful staff. An earlier start to lap swim would be phenomenal for the early birds! Otherwise keep up the great work.
 - Open up times for tax paying adults to swim in the evenings or early mornings around standard work hours. The lap lanes are currently geared towards retirees and those with midday flexibility. Most tax payers work those hours and have difficulty using the services.
 - Increase early morning hours for laps during the school year. Increase lap swimming in the evenings.
 - Open earlier for lap swim. 7 - 8 AM weekdays
- AFTERNOONS:
 - More lap swim for afternoon.
 - Weekdays 12pm preschool age programs.
 - The rate is up (over 50%). I would like to have the opening hours expand to the late afternoon or early evening for lap swim. On Saturday, if no swim teams practice, please put a notice during that week, so swimmers can come to the pool earlier, not until 10:30 am. I don't know what the management can do to improve from what I mentioned above. I hope they can do some if they can't do all.
- EVENINGS:
 - More open lane evening swim times for adults, two evenings is not enough. I ended up signing up for LAFitness where it's open swimming all the time
- SUNDAYS:
 - Sunday lap swim would be amazing.
 - Have more lap swim hours, including Sunday morning
 - I believe there is community interest in having the pool open on Sundays.
- MISCELLANEOUS:
 - Extended water walking/exercise hours

MAINTENANCE

- LOCKER ROOMS:
 - The changing rooms are cold. The showers have are cool and only last for seconds. The pool is like Eastern Europe, drab and somewhat depressing.
 - The water in the Mens locker room shower goes cold after about 5 minutes. I've been unable to take showers there because of this. Note that I haven't come by in a few months so its possible this is no longer the case.
 - Repair the showers in the ladies locker rooms. Some do t work and others don't stay on long
 - Repair the broken equipment (e.g., lockers, dryers, shower nozzles, etc.). Clean the shower tiles (e.g., mold in grout).
- POOL TEMPERATURE: *(84 degrees is current temperature)*
 - Warm up that pool Everything else is nice. It is CLEAN. As staff is helpful.
 - Please increase the temperature of the pool! We can't swim as long as we'd like cause my toddlers lips start to turn blue
- MISCELLANEOUS:
 - Bathing suit spinner in the women's locker room (DON'T HAVE ONE).
 - Tear it down and build a federal way community center
 - Hot tub!

***Showers had some immediate repairs and will be fully repaired during our March/April closure.*

FINANCIAL

- Discounts and specials to swim and buy passes.
- Have the ability to freeze the 3 month, and then unfreeze. To se it for 3 months, but not continuous days.

CLEANLINESS*

- While the pool is closed for maintenance it would be a good time for a deep clean in the locker rooms
- May clean the shower drains more often?
- Women's shower needs scrubbing due to what appears to be mold on walls of shower.

**Deep clean is scheduled for March/April closure. Will ensure all these are included.*

CUSTOMER SERVICE

- Great service
- Keep hiring these proficient, respectful lifeguards.
- Please ask water exercise instructor to remind her participants to shower before they enter the water - they never do - they're in full make-up and hair-dos. Since they never shower, ask them to preclude wearing scented lotions, hairspray, stuff, because we lap swimmers choke on that stuff when we hit the bulkhead. Staff could also run the showers for 5 minutes upon opening to make it more likely that said ladies might be more willing to rinse off when the shower spray is better than freezing.
- Email receipts for purchases
- Not at this time
- When it's cold, it would be nice if we could use the exit doors at the far east side, so we don't have to walk outside so far to our cars.
- I swim at other pools and this is BY FAR my favorite!! Wonderfully friendly and professional staff. Very clean water and facilities, and great pool temperature. Keep up the excellent work!
- I would like the lifeguards to show a little interest in the swimmers. A simple "good morning" and a smile. I am there three times a week. Surely they recognize the regulars. I would never ask them a question because they do not want to be bothered.
- No, you are an asset to the community.

COMMUNICATION/WEBSITE

- Yeah, I'm not sure how they would do it but I know that they changed the schedule. I think it's till September October if that's the case then just let people know when it goes back to regular schedule and I don't know how you do that that way people would know like me I usually go Monday Wednesday and Friday. They changed the schedule so now I don't even know what days or what time I need to be there. I don't even know what I think they're still using Monday and Wednesday and Friday, but I don't even know that.
- Better communication on schedule changes and more consistency
- Make it clear when the pool is closed unexpectedly
- Maybe post Lap swim etiquette for people that are clueless.

Des Moines Pool Métropolitain Park District

AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 7f Assigned to: District GM Meeting Date: January 28, 2025

Under: Old Business Attachment: Yes

Subject: Pool Advisory Committee Update

Background/Summary:

Below are updates with the pool advisory committee and outreach work.

First, attached is the updated outline with charges and norms from the last meeting. I also have completed an online application form (Survey Monkey) for possible applicants. I am still awaiting feedback from key stakeholders, so there might be updates that may be presented at the meeting.

Second, we have reached out to Evergreen Aquatic Center to schedule a meeting to discuss approaching Highline School District's Capital Facilities Advisory Council (CFAC), and overall regional aquatics in the area. We are meeting with them earlier the day of the meeting.

The District General Manager will suggest pushing any decisions to a future meeting since there is a lot of district business that needs to be completed before moving forward.

Fiscal Impact: To Be Determined.

Proposed Motion: No motion necessary. Informational only.

Reviewed by District Legal Counsel: Yes N/A No _____ Date: _____

Two Touch Rule:	<u>Various</u>	Committee Review
	<u>08/12/2024</u>	First Board Meeting (Informational)
	<u>In Progress</u>	Second Board Meeting (Action)

Action Taken: Adopted _____ Rejected _____ Postponed _____

Follow-up Needed: Yes _____ No _____ Report back date: _____

Notes:

- Pool Advisory Committee Outline - DRAFT
- Pool Advisory Committee Online Application Form- DRAFT
- [MRSC Advisory Boards and Commissions Page](#)
- [Highline School District's Capital Facilities Advisory Committee Page](#)

Pool Advisory Committee (PAC) Outline

Des Moines Pool Metropolitan Park District

Article I: Name and Purpose

1. Pool Advisory Committee (PAC).
2. Purpose

The purpose of the Advisory Committee is to provide guidance, oversight, and recommendations to the Des Moines Pool Metropolitan Park District regarding capital projects, ensuring transparency, accountability, and alignment with community needs. This includes capital planning at the Mount Rainier Pool and future other facilities to best meet the current and future needs of the community.

Article II: Membership

1. Composition

The PAC shall consist of members appointed by the Des Moines Pool Metropolitan Board of Commissioners. Two board members will also be appointed to attend the meetings.

2. Eligibility

Two members from the five service areas in our district are selected by lottery. One member shall be selected by the five main user groups of MRP (swim team, lessons, water exercise, water walking and lap/fitness swimmers). Other members will be appointed by local organizations and jurisdictions. The Des Moines Pool Metropolitan Park District will also appoint two board of commission members to serve as liaisons.

3. Term of Office

Members shall serve for a term of three years, with the possibility of reappointment for no more than three consecutive terms.

4. Vacancies

In the case of a vacancy, the DMPMD shall appoint a new member to serve the remaining term by:

- Govt Partners & Community Orgs: Propose representative

Commented [SD1]: Scott Logan suggested including key communicators in the community. He mentioned the churches would be good to include. He also mentioned their was a local council of churches in Burien.

Commented [SD2]: Scott also mentioned that it is important to have a student chair/liaison.

- Community & MRP Users: Selection to replace members. A lottery may be decided upon, if there are multiple applicants for the same opening.

Article III: Officers

1. Officers

The officers of the Committee shall be a Chair and Vice-Chair.

2. Election and Term

Officers shall be elected annually by a majority vote of the Committee members and shall serve for the ensuing year. The officers should be selected from the community members.

3. Duties

- The Chair shall preside over meetings.
- The Vice-Chair shall act in the absence of the Chair.
- District staff shall maintain meeting records and minutes.

Article IV: Meetings

1. Regular Meetings

The Committee shall meet 4 times (quarterly) annually, or more frequently as deemed necessary.

Commented [SD3]: Scott mentioned that it is important to meet monthly at first and then you can slow down to monthly.

2. Special Meetings

Special meetings may be called by the Chair or upon request of at least half of the embers.

3. Quorum

A quorum shall consist of half of the members for the transaction of business at any meeting.

4. Notice of Meetings

All members shall receive at least three business days' notice of meetings, including agenda and location.

5. Charge and Norms

A. Charge

Develop Community Recommendations for Future Facilities, Programming and Partnerships.

B. Norms

1. Be present
2. Respect different opinions
3. Be easy on people, hard on ideas
4. Be as concise as possible
5. Enable all opinions to be heard
6. Assume best intentions
7. Seek to understand and then to be understood
8. Ask for clarification
9. Start on time, end on time
10. Reach agreement, stand as one. (Suggested by Scott Logan)

C. Board/Staff Involvement

Board and staff will develop norms that will be changed and ratified by the committee.

6. Timeline:

The Des Moines Pool Metropolitan Park District, Board of Commissioners will determine an election that it would like to work towards. The following timeline will be set and reviewed by the Board of Commissioners.

1. Identify inventory and conditions assessment. What take to get to new.
2. What do we want? – Know Ceiling.
 - a. Pie in sky and prioritize-bring pieces into project
3. Current Site: want to consider or move on.
4. Bond/Financial Consultant
5. Priority List
6. Select projects to design for bonding
7. Finalize Project –
 - a. Cost model
 - b. What cant do with alternates?

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c. If additional funds become available,

Ensure there is adequate time with process. Start with monthly meetings and lessen to monthly. Ensure all meetings are under two (2) hours.

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Article V: Voting

1. Voting

Each member shall have one vote. Decisions shall be made by a majority of those present and voting.

2. Conflict of Interest

Members shall abstain from voting on any matter in which they have a personal or financial interest.

Article VI: Amendments

1. Amendments

These bylaws may be amended by a two-thirds vote of the Committee members, provided that notice of the proposed amendment has been given to each member at least seven days prior to the meeting. All amendments must be approved by the Des Moines Pool Metropolitan Park District.

Article VIII: Miscellaneous

1. Adoption

These bylaws shall be adopted upon approval by a majority vote of the Committee and approval by the Des Moines Pool Metropolitan Park District.

2. Staff Support

District staff will provide information to assist the committee in decision-making, including financial data, usage statistics, best practices, and other relevant information to facilitate learning and decision-making.

3. Record Keeping

District staff shall ensure all records, including minutes, are maintained and accessible for public inspection in compliance with applicable laws. Minutes from meetings will be passed as part of the Des Moines Pool Metropolitan Park District's Consent Agenda at the next month's regular board meeting. All minutes will be posted to the District's Governance page at www.mtrainierpool.com.

3. Compliance

The Committee shall operate in compliance with all applicable state open meetings laws and other relevant statutes. Agendas will publicly posted and all meetings will be recorded and minutes will be taken in accordance with applicable state requirements.

4. Public Comment

Public comment will be made at the start of each meeting to allow residents, Mount Rainier Pool users, stakeholders and others to make public comment of up to three (3) minutes.

5. Public Outreach

All meetings will have a video link available for viewing and be recorded and posted on the website. An email list will be developed for those that wish to receive updates.

6. Questions/Feedback

Please refer all questions or feedback to Scott Deschenes, District General Manager. Email Scott.Deschenes@DesMoinesPool.org or call 206.429.3852.

DRAFT

MOUNT RAINIER POOL

Governed by the Des Moines Pool Metropolitan Park District

www.mtrainierpool.com



POOL ADVISORY COMMITTEE INTEREST FORM

CONTACT INFORMATION

1. NAME

First name

Middle Initial

Last name

2. ADDRESS

Street address

Street address line 2

City

State

Zip code

3. PHONE

Country code

Phone number

4. MOBILE PHONE

Country code

**Mobile Phone
number**

5. EMAIL ADDRESS

Email address

MOUNT RAINIER POOL

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POOL ADVISORY COMMITTEE INTEREST FORM

RELATION TO POOL DISTRICT

6. RESIDENT OF DES MOINES

Yes

No

If Yes, Which elementary school district do you live in?

7. If you use the Mount Rainier Pool, what activities do you utilize?

No, I do not use the pool.

Aquatic Exercise

Family/Open Swim

Lap Swim

Swim Lessons

Water Exercise

Water Walking

Sports/Competition Training

Other (please specify)

MOUNT RAINIER POOL

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POOL ADVISORY COMMITTEE INTEREST FORM

BACKGROUND, EDUCATION AND INTERESTS

8. What is your current occupation?

9. What is your education/training?

10. What are your professional activities?

11. What are your community activities?

12. Other experience?

13. What interest you in serving on this committee?

MOUNT RAINIER POOL

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www.mtrainierpool.com



POOL ADVISORY COMMITTEE INTEREST FORM

AVAILABILITY

14. AVAILABILITY

- Monday Daytime
- Monday Evening
- Tuesday Daytime
- Tuesday Evening
- Wednesday Daytime
- Wednesday Evening
- Thursday Daytime
- Thursday Evening
- Friday Daytime
- Friday Evening
- Saturday Daytime
- Saturday Evening
- Sunday Daytime
- Sunday Evening

15. Anything else we should be aware of with your availability?

MOUNT RAINIER POOL

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POOL ADVISORY COMMITTEE INTEREST FORM

CONFLICTS OF INTEREST

16. It is crucial to have a balanced citizen advisory committee with all stakeholders and community viewpoints represented. To avoid any potential conflict of interest or questions about the appearance of fairness, please list each organization which you serve in a decision-making capacity with relation to the Mount Rainier Pool.

Conflict 1

Conflict 2

Conflict 3

17. Are you related to any elected District official or staff member? If yes, please explain.

18. Are you involved in any personal, professional or business pursuit that would affect your ability to make fair and impartial recommendations or decisions as a member of this citizen advisory committee?

19. Is there any additional information that you would like the District to consider in evaluating your application?

MOUNT RAINIER POOL

Governed by the Des Moines Pool Metropolitan Park District

www.mtrainierpool.com



POOL ADVISORY COMMITTEE INTEREST FORM

Contact Information

Thank you for completing the Citizen Advisory Committee Interest Form.

A member of the staff will follow up with you within three business days.

If you have any questions or concerns, please contact Scott Deschenes, District General Manager, at 206.429.3852 or email Scott.Deschenes@DesMoinesPool.org.

We will be in touch.

Meeting scDes Moines Pool Metropolitan Park District

AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 7g **Assigned to:** District G.M./Clerk of the Board **Meeting Date:** January 28, 2025

Under: Old Business

Attachment: Yes

Subject: Capital Grant Projects Update

Background/Summary:

The Des Moines Pool Metropolitan Park District has two capital grant projects for 2025 KCYAS Aquatic Facilities Grant for \$213k and a \$1.451m Best Starts for Kids. Both grants are administered by King County Parks.

(January 24, 2025, Update) The District GM and Clerk of the Board met with Capital Planning for the Highline School District. The purpose of the meeting included a 30-year commitment to operating the current Mount Rainier Pool.

The Highline School District has agreed to work with the pool district to see if King County Parks will allow the pool district to work with Highline School District to partner in managing the grant.

The District GM and Clerk of the Board will discuss how the meeting affects the grants, engineer of record (item 7h) and Mount Rainier Pool lease.

Fiscal Impact: N/A

Proposed Motion:

No motion. Informational only.

Reviewed by District Legal Counsel: **Yes** _____ **No** X **Date:** N/A

Three Touch Rule:

_____	Committee Review
<u>Continuous</u>	First Board Meeting (Informational)
<u>N/A</u>	Second Board Meeting (Action)

Action Taken: **Adopted** **Rejected** **Postponed**

Follow-up Needed: **Yes** _____ **No** x **Report back date:** _____

Notes:

- KCYAS Aquatic Facilities Agreement (DRAFT)



CAPITAL PROJECT GRANT AGREEMENT

King County
 Dept./Division: Natural Resources and Parks / Parks and Recreation

Grant Recipient: Des Moines Pool Metropolitan Park District

Project: Mount Rainier Pool Life Extension

Contract #: 6457965 Project#: 1148646 Task #: 1.04

Amount: \$213,016.72

Effective Date: _____ Agreement End Date: 11/30/2026

THIS AGREEMENT (“Agreement”) (CPA# 6457965) is entered into between King County (the “County”), and Des Moines Pool Metropolitan Park District (the “Grant Recipient”) (collectively the “Parties) for a capital project that reduces barriers and increases access to physical activities using a Youth and Amateur Sports Grant (“YASG”).

RECITALS

- A. The Grant Recipient is a **Park District** that provides youth or amateur sports.
- B. King County, a home rule charter county and political subdivision of the State of Washington, is authorized to administer the YASG Program and enter into agreements for the use of King County funds by public agencies, nonprofit organizations, or fiscal sponsor for community organizations that increase access to sports and physical activity to address an athletic need in King County, in accordance with the biennial budget in effect at the time of execution, and any amendments for supplemental appropriations thereafter.
- C. King County has selected the Grant Recipient to receive a **YASG** award to construct, renovate, or rehabilitate a facility in order to provide increased athletic opportunities for the citizens of King County, Washington.

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

1. DEFINITIONS

Business Days	<i>Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, excluding holidays observed by the State of Washington.</i>
Calendar Days	<i>Consecutive days of the year including weekends and holidays, each of which commence at 12:00:01 a.m. and end at Midnight, Pacific Time. When “days” are not specified, Calendar Days shall prevail.</i>
Contractor	<i>Includes any and all contractor(s) or consultant(s) hired by the Grant Recipient, including any of the contractor’s or consultant’s subcontractors or subconsultants.</i>
Effective Date	<i>The last date upon which the Agreement is signed.</i>
Grant Award Funds	<i>The amount awarded to the Grant Recipient by King County.</i>
Project	<i>The term “Project” means the design, development, and construction of the Facility described in Exhibit A – Map of Facility and Schematic.</i>
Public Records	<i>Include any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics. RCW 42.56.</i>
RCW	<i>The Revised Code of Washington.</i>
Scope of Work (SOW)	<i>An Exhibit to the Agreement consisting of a written description of the work to be performed.</i>
Subcontractor	<i>The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Grant Recipient to perform any portion of the Work covered by this Agreement.</i>

2. MAP OF FACILITY AND SCHEMATIC

This Agreement applies to the Project to improve the park and recreational facility (“Facility”) which is located at:

22722 19th Ave S, Des Moines, WA, 98198
Parcel Number: 1622049005

See **Exhibit A** for a schematic of the Facility and a map of the specific location and boundaries.

3. PROJECT SUMMARY

The summary of this Project for the purpose of this Agreement is as follows:

The project will maintain aquatics access in Des Moines by helping extend the life of the Mount Rainier Pool and avoid service interruptions from maintenance closures. This project will benefit youth and residents especially those furthest from economic justice and access to swimming and fitness.

4. SCOPE OF WORK

Grant Recipient shall provide a scope of work (“Scope of Work”), including a project summary, attached hereto as **Exhibit B**, which describes the Project in detail and includes a description of the various design, development, permitting, and construction milestones required for completion of the Project, facility use and programming, and the intended use of the Grant Award Funds to design, develop and construct the Facility.

5. PROJECT BUDGET

Prior to execution of this Agreement, the Grant Recipient shall work with King County to develop a Project Budget (“Project Budget”). The final Project Budget agreed upon by the Parties is attached hereto as **Exhibit C**. King County shall provide the Grant Award Funds to the Grant Recipient to pay for costs and expenditures related to the Project, as set forth in **Exhibits B** and **C**. Grant Award Funds provided to the Grant Recipient may only be used to pay for costs and expenditures related to the Project, as set forth in **Exhibits B** and **C**.

6. GRANT AWARD FUNDS AND DISBURSEMENT

6.1 Grant Award Funds. Grant Recipient has received a YASG award in the amount of \$213,016.72 (“Grant Award Funds”) to construct, renovate, or rehabilitate a facility, in the Project described in Exhibit B, in order to provide increased athletic opportunities and to address an athletic need for the citizens of King County, Washington. Grant Recipient shall apply the funds received from the County for the Project under this Agreement in

accordance with the Scope of Work, attached hereto as **Exhibit B**. Notwithstanding the Effective Date of this Agreement, the County shall reimburse the Grantee for eligible and authorized costs and expenses supported by adequate documentation, as determined by the County, for the work specific in **Exhibit B**, beginning 9/1/2024, and concluding on 11/30/2026.

- 6.2** Separation of Accounts. All Grant Award Funds received pursuant to this Agreement and accrued interest therefrom will be accounted for separately from all other Grant Recipient accounts and moneys.
- 6.3** Partial Disbursement. The County may authorize, at County's sole discretion, release of a portion of the Grant Award Funds to the Grant Recipient, upon execution of this Agreement.
- 6.4** Invoicing. The County shall initiate authorization for payment and disbursement of Grant Award Funds after approval of sufficiently detailed Project-related invoices submitted by Grant Recipient. The County shall make payment to Grant Recipient not more than thirty (30) calendar days after a complete and accurate invoice and any other required documentation is received and approved.
- 6.5** Final Invoice. Grant Recipient shall submit the final invoice, supporting documentation and any outstanding deliverables, as specified in the Scope of Work (**Exhibit B**) and Project Budget (**Exhibit C**), no later than thirty (30) days after the Contract End Date. If the Grant Recipient's final invoice, supporting documentation, and reports are not submitted by the day specified in this subsection, or if such final documents are not approved by the County, then the County shall have no obligation to pay Grant Recipient unless and until Grant Recipient submits, and the County approves, a properly completed invoice. Grant Recipient must submit a corrected invoice within 30 days after receiving notice of an improper or incomplete invoice.
- 6.6** Disposition of Remaining Grant Award Funds. If Grant Recipient does not expend all proceeds obligated to be provided through this Agreement, such proceeds, if held by Grant Recipient, shall be refunded to the County. For purposes of this section, "proceeds" shall include all Grant Award Funds obligated to be provided by the County plus interest accrued by Grant Recipient on the grant funds. Any proceeds in excess of those required to be provided by the County for the actual costs of the Project shall remain with the County for use in its sole discretion.

7. TERM

The term (“Term”) of this Agreement shall begin on the Effective Date and end on 11/30/2026 (“Agreement End Date”). This Agreement shall remain in effect until such time as it is amended in writing or terminated as provided herein.

8. AMENDMENTS

This Agreement together with the attached exhibits expressly incorporated herein by reference and attached hereto shall constitute the whole Agreement between the Parties. This Agreement may be amended only by an instrument, in writing, duly executed by the Parties.

9. NOTICES

Unless otherwise specified in the Agreement, all notices or documentation required or provided pursuant to this Agreement shall be in electronic form and shall be deemed duly given when received at the addresses first set forth below via electronic mail.

KING COUNTY	Des Moines Pool Metropolitan Park District
Parks Grant Manager	Scott Deschenes
Community Investments Unit	Des Moines Pool Metropolitan Park District
King County Parks	Des Moines Pool Metropolitan Park District
201 S Jackson Street Suite (5702)	22015 Marine View Dr S #2B
Seattle, WA 98104	Des Moines, WA, 98198
206-848-0699	206-429-3852
parksgrants@kingcounty.gov	scott.deschenes@desmoinespool.org
<u>*NOTE: Personal contact information for your assigned grant manager is available in the grant management system</u>	

Either Party hereto may, at any time, by giving ten (10) days written notice to the other Party to designate any other person or address in substitution of the foregoing information to which such notice or communication shall be given.

10. GRANT REPORTING

Until the Project is completed, and all proceeds provided pursuant to this Agreement have been expended, the Grant Recipient shall provide reports to the King County Project Manager on a schedule determined by the County.

11. COMPLETION OF THE PROJECT

Grant Recipient shall complete the Project described in **Exhibits A, B and C** of this Agreement. If Grant Recipient cannot complete the Project, as specified by the Scope of Work and deliverables within **Exhibit B**, the County shall be released from any obligation to fund the Project, and the County in its sole discretion may reallocate such funds for other projects in other jurisdictions.

Pursuant to Section 21, Termination, this Agreement will be terminated if the Grant Recipient is unable or unwilling to expend the Grant Award Funds for the Project as provided in this Agreement. The Grant Recipient may not redirect Grant Award Funds for a purpose other than completion of the Project as approved by the County.

12. COMMUNICATION AND KING COUNTY MILESTONE NOTIFICATION

Grant Recipient shall recognize County as a “grant sponsor” for the Project in the following manner:

- 12.1 Events. Grant Recipient shall invite and recognize “King County Parks” at all events promoting the Project, and at the final Project dedication.
- 12.2 Community Relations. Grant Recipient shall recognize “King County Parks” as a “grant sponsor” in all social media, websites, brochures, banners, posters, press releases, and other promotional material related to the Project.
- 12.3 King County Parks Notification. Grant Recipient shall notify the King County Parks Project Manager thirty (30) days prior to any major milestone, such as a groundbreaking or opening dates.
- 12.4 King County Council Notification. If Grant Recipient is a city or town, notification to the King County Council thirty (30) days prior to any major milestone, such as a groundbreaking or opening dates is, required.
- 12.5 Signage. If Grant Recipient shall recognize “King County Parks” on any signage as a funder/contributor of project/facility. Grant Recipient is required to use appropriate King County logo on any signage and communications.

13. CONSTRUCTION OF THE FACILITY

13.1 Capital Improvements. The Grant Recipient shall design, develop, and construct mutually agreed upon Facility, features, and amenities in accordance with all applicable design(s), timelines, restrictions, environmental considerations, permitting determinations, neighborhood impact mitigations, and all other requirements in coordination with King County Parks staff. All contracted work by the Grant Recipient, its agents, representatives, or subcontractors, shall be bonded and properly insured to ensure the complete and safe design and construction of all facilities, features, and amenities. As between the Grant Recipient and King County, Grant Recipient will be solely responsible to comply with all applicable authorities and to obtain all necessary permits, approvals, and endorsements for the Project.

13.2 Warranties. With respect to all warranties, express or implied, for work performed or materials supplied in connection with the Project, the Grant Recipient shall:

- a) Obtain all warranties, express or implied, that would be given in normal commercial practice from suppliers, manufacturers, contractors or installers;
- b) Require all warranties be executed, in writing;
- c) Be responsible to enforce any warranty of a contractor, subcontractor, manufacturer, or supplier.

13.2.1 If, within an applicable warranty period, any part of the Facility or work performed to construct the Facility is found not to conform to specifications, permit requirements, or industry standard, the Grant Recipient shall correct it promptly.

13.3 Right to Inspect – Construction. King County personnel or agents may inspect the construction project at any time provided that such persons observe due regard for workplace safety and security. King County may require the Grant Recipient or its contractors to stop work if King County deems work stoppage necessary to remedy construction defects or to address risks to health, safety, or welfare. The Grant Recipient specifically understands, acknowledges, and agrees that at a minimum, King County will inspect the Facility construction project before final completion of the Project.

13.4 Design. The Grant Recipient has retained a licensed architect and/or licensed professional engineer, registered in the State of Washington, who will prepare a Project design for the Facility and exterior landscaping,

which visually blends with the setting. King County shall review the design plans for the Project in concept and reserves the right to approve the final design of the Project, consistent with established zoning, design code, or both.

- 13.5** Construction Site and Work Fencing. The Grant Recipient will be solely responsible for the site work, required permits, and grading for the Project. The Grant Recipient will ensure the work area is properly barricaded, and will ensure that signage is installed, directing unauthorized persons not to enter onto the construction site during any phase of development or construction. Unless otherwise agreed by the Parties in writing, fencing will be placed around work areas. In addition, construction areas will be kept clean and organized during development periods. The Grant Recipient will be responsible for site security, traffic, and pedestrian warnings at the site during the development and construction phases.
- 13.6** Alteration of Site or Facility Post Construction. After the Facility is completed and accepted by the Grant Recipient and King County as defined herein, the Grant Recipient will not make any material alteration to the Facility without express, written consent by King County.
- 13.7** Development and Construction Fees and Expenses. The Grant Recipient will be responsible to obtain and pay for all necessary permits, fees, and expenses associated with the Project.
- 13.8** Public Works Laws. To the extent applicable, the Grant Recipient will comply with all public works laws, regulations, and ordinances, including but not limited to those related to prevailing wages ([see RCW 39.12](#)), retainage ([see RCW 60.28](#)), bonding ([see RCW 39.08](#)), use of licensed contractors ([see RCW 39.06](#)), and competitive bidding ([see RCW 36.32](#) and [RCW 35.21.278](#)). The Grant Recipient will indemnify and defend King County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws, regulations, and ordinances in connection with the improvements.
- 13.9** Construction Contractor Indemnification and Hold Harmless. The Grant Recipient will require its construction contractors and subcontractors to defend, indemnify, and hold King County, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney's fees and costs, arising out of or in connection with the design, development, and construction of the Facility, except for injuries and damages caused by the negligence of King County.

13.10 Minimum Scope and Limits of Insurance. The Grant Recipient shall maintain, and/or require its Contractor(s) to maintain the minimum scope and limits of insurance as required in **Exhibit D – Insurance Requirements** and as evidenced in **Exhibit E – Certificate(s) of Insurance and Endorsements.**

14. RESTRICTIVE COVENANTS

Upon the Effective Date of this Agreement and prior to distribution of grant funds for the construction of the Facility, Grant Recipient shall record the executed Restrictive Covenant Agreement, attached hereto as **Exhibit F.**

15. PUBLIC ACCESS

The Grant Award Funds are provided for the purpose of developing and/or supporting the delivery of sports activities or infrastructure for, but not exclusively serving, persons under twenty-four (24) years of age, and low and moderate income communities within King County. Fees for the Project shall be no greater than those generally charged by public operators or project providers in King County.

The Facility shall be open and accessible to the public at reasonable hours and times. Grant Recipient shall notify the public of the availability of use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information. Fees for use of the Facility shall be no greater than those generally charged by public operators of similar facilities in King County.

Notwithstanding temporary closure for required maintenance or repairs, the minimum period of time Grant Recipient must ensure the Project is available for public use is thirty (30) years. If the Facility is retired or otherwise removed from use before the end of the thirty-year period, then the Grant Recipient shall reimburse the Grant Award Funds to King County.

The Facility shall be open and accessible to the public at reasonable hours and times. Grant Recipient shall notify the public of the availability of use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information. Fees for use of the Facility shall be no greater than those generally charged by public operators of similar facilities in King County.

Notwithstanding temporary closure for required maintenance or repairs, the minimum period of time Grant Recipient must ensure the Project is available for public use is thirty (30) years. If the Facility is retired or otherwise removed from use before the end of the thirty-year period, then the Grant Recipient shall reimburse the Grant Award Funds to

King County as set forth in this Section 6 and the executed and recorded Restrictive Covenant Agreement, attached hereto as **Exhibit F**.

Grant Recipient's duties under this Section 15 will survive the expiration or earlier termination of this Agreement.

16. INTERNAL CONTROL AND ACCOUNTING SYSTEM

The Grant Recipient shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, and governmental accounting and financial reporting standards in accordance with Revised Code of Washington [\(RCW\) Chapter 40.14](#).

17. MAINTENANCE OF RECORDS

17.1 The Grant Recipient shall maintain accounts and records, including personnel, property, financial, Project records, including Agreement deliverables, and other such records as may be deemed necessary by the County to ensure proper accounting for all Agreement funds and compliance with this Agreement.

17.2 These records shall be maintained for a period of six (6) years after the expiration or earlier termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with [\(RCW\) Chapter 40.14](#).

17.3 Grant Recipient shall inform the County in writing of the location, if different from the Grant Recipient address listed on page one of this Agreement, of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within ten (10) calendar days of any such relocation.

18. RIGHT TO INSPECT

The County reserves the right to review and approve the performance of the Grant Recipient with regard to this Agreement, and, at its sole discretion, to inspect or audit the Grant Recipient's records regarding this Agreement and the Project upon seventy-two (72) hours' notice during normal business hours.

19. COMPLIANCE WITH ALL LAWS AND REGULATIONS

The Grant Recipient, in cooperation and agreement with the owners of the Premises, shall comply with all applicable laws, ordinances and regulations in using funds provided by the County, including, without limitation, those relating to providing a safe working environment to employees and, specifically, the requirements of the Washington Industrial Safety and Health Act (WISHA), [Chapter 49.17 RCW](#); and, to the extent applicable, those related to “public works,” payment of prevailing wages, and competitive bidding of contracts. The Grant Recipient specifically agrees to comply and pay all costs associated with achieving such compliance without notice from King County; and further agrees that King County, does not waive this Section by giving notice of demand for compliance in any instance. The Grant Recipient shall indemnify and defend the County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws related to this Agreement.

20. CORRECTIVE ACTION

If the County determines that a breach of contract has occurred or does not approve of the Grant Recipient's performance, it will give the Grant Recipient written notification of unacceptable performance. The Grant Recipient will then take corrective action within a reasonable period of time, as may be defined by King County in its sole discretion in its written notification to the Grant Recipient.

The County may withhold any payment owed the Grant Recipient until the County is satisfied that corrective action has been taken or completed.

21. TERMINATION

21.1 Termination for Convenience. The County may terminate this Agreement in whole or in part, with or without cause, at any time during the Term of this Agreement, by providing the Grant Recipient ten (10) days advance written notice of the termination.

21.2 Termination for Misuse of Funding. If the termination results from acts or omissions of the Grant Recipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Grant Recipient shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Grant Recipient by the County.

21.3 Termination for Insufficient Funding. Any King County obligations under this Agreement beyond the current appropriation year are conditioned upon the County Council's appropriation of sufficient funds to support such obligations. If the Council does not approve such appropriation, then this Agreement will terminate automatically at the close of the current appropriation year.

- 21.4** Termination for Non-Performance. The Agreement will be terminated if the Grant Recipient is unable or unwilling to expend the Grant Award Funds as specified in Exhibits B and C, or upon reimbursement by the Grant Recipient to the County of all unexpended proceeds provided by the County pursuant to this Agreement and payment of all amounts due pursuant to Section 4 – Grant Award Funds and Disbursement.

22. FUTURE SUPPORT; UTILITIES AND SERVICE

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted for herein except as expressly set forth in this Agreement. The Grant Recipient understands, acknowledges, and agrees that the County shall not be liable to pay for or to provide any utilities or services in connection with the Project contemplated herein.

23. HOLD HARMLESS AND INDEMNIFICATION

The Grant Recipient shall protect, indemnify, and hold harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) Grant Recipient's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) work, services, materials, or supplies performed or provided by the Grant Recipient's employees or other suppliers in connection with or support of the performance of this Agreement.

The Grant Recipient further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Grant Recipient, its officers, employees, agents, representatives, or subcontractors. This duty to repay the County shall not be diminished or extinguished by the expiration or prior termination of the Agreement.

The Grant Recipient agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to any use of or occurrence on the Project that is the subject of this Agreement, or the Grant Recipient's exercise of rights and privileges granted by this Agreement, except to the extent of the County's sole negligence. The Grant Recipient's obligations under this Section shall include:

- 23.1** The duty to promptly accept tender of defense and provide defense to the County at the Grant Recipient's own expense;

- 23.2** Indemnification of claims made by the Grant Recipient's employees or agents; and
- 23.3** Waiver of the Grant Recipient's immunity under the industrial insurance provisions of [Title 51 RCW](#), but only to the extent necessary to indemnify King County, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses or other costs to enforce the provisions of this Section, all such fees, expenses and costs shall be recoverable from the Grant Recipient.

In the event it is determined that [RCW 4.24.115](#) applies to this Agreement, the Grant Recipient agrees to protect, defend, indemnify and save the County, its officers, officials, employees and agents from any and all claims, demands, suits, penalties, losses damages judgments, or costs of any kind whatsoever for bodily injury to persons or damage to property (hereinafter "claims"), arising out of or in any way resulting from the Grant Recipient's officers, employees, agents and/or subcontractors of all tiers, acts or omissions, performance of failure to perform the rights and privileges granted under this Agreement, to the maximum extent permitted by law or as defined by [RCW 4.24.115](#), as now enacted or hereafter amended.

A hold harmless provision to protect King County similar to this provision shall be included in all Agreements or subcontractor Agreements entered into by the Grant Recipient in conjunction with this Agreement.

The Grant Recipient's duties under this Section 23 will survive the expiration or earlier termination of this Agreement.

24. CONTRACTOR INDEMNIFICATION AND HOLD HARMLESS

Grant Recipient will require its Contractors and any Subcontractors to defend, indemnify, and hold King County, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney's fees and costs, arising out of or in connection with except for injuries and damages caused by the negligence of King County.

25. NONDISCRIMINATION

[King County Code \("KCC"\) chapters 12.16 through 12.19](#) apply to this Agreement and are incorporated by this reference as if fully set forth herein. In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or

expression or age except minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

26. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

27. PROJECT MAINTENANCE; EQUIPMENT PURCHASE, MAINTENANCE, AND OWNERSHIP

27.1 The Grant Recipient shall be responsible to operate and maintain the completed Project at its own sole expense and risk. The Grant Recipient shall maintain the completed Project in good working condition consistent with applicable standards and guidelines. The Grant Recipient understands, acknowledges, and agrees that the County is not responsible to operate or to maintain the Project in any way.

27.2 The Grant Recipient shall be responsible for all property purchased pursuant to this Agreement, including the proper care and maintenance of any equipment.

27.3 The Grant Recipient shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment and materials purchased with Agreement funds.

The Grant Recipient's duties under this Section 27 shall survive the expiration of this Agreement.

28. CULTURAL RESOURCE PRESERVATION REQUIREMENTS

Grant Recipient agrees to coordinate cultural resource review of the Project with the King County Historic Preservation Program ("HPP") in order to determine potential effects to cultural resources and any necessary mitigation. Grant Recipient further agrees to perform the steps outlined by the HPP for any necessary cultural resource preservation as specified in **Exhibit G**.

29. ASSIGNMENT

Grant Recipient shall not assign any portion of rights and obligations under this Agreement or transfer or assign any claim arising pursuant to this Agreement without the

written consent of the County. Grant Recipient must seek such consent in writing not less than fifteen (15) days prior to the date of any proposed assignment.

30. WAIVER OF BREACH OR DEFAULT

Waiver of breach of any provision in this Agreement shall not be deemed to be a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent defaults.

31. TAXES

The Grant Recipient agrees to pay on a current basis all taxes or assessments levied on its activities and property, including, without limitation, any leasehold excise tax due under [RCW Chapter 82.29A](#); PROVIDED, however, that nothing contained herein will modify the right of the Grant Recipient to contest any such tax, and the Grant Recipient shall not be deemed to be in default as long as it will, in good faith, be contesting the validity or amount of any such taxes.

32. DEBARMENT, SUSPENSION OR INELIGIBILITY

By accepting the terms of this Agreement, Grant Recipient certifies that the Grant Recipient nor its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal or State department or agency. If the Grant Recipient or its principals become debarred, suspended or ineligible from participating in transactions, Grant Recipient shall notify the County within fifteen (15) calendar days of an event.

The Grant Recipient agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at www.sam.gov or Department of Enterprise Services Debarment List which can be found at <https://des.wa.gov/services/contracting-purchasing/doing-business-state/vendor-debarment>.

33. WASHINGTON LAW CONTROLLING, WHERE ACTIONS BROUGHT

This Agreement is made in and will be in accordance with the laws of the State of Washington, which will be controlling in any dispute that arises hereunder. Any claim or action pertaining to this Agreement will be brought in King County Superior Court, King County, Washington.

34. PUBLIC RECORDS REQUESTS

This Agreement shall be considered a public document and will be available for inspection and copying by the public in accordance with [Chapter 42.56 RCW: PUBLIC RECORDS ACT \(wa.gov\)](#) (the “Act”), or its successor act.

35. INDEPENDENT STATUS OF THE GRANT RECIPIENT

In the performance of this Agreement, the Parties will be acting in their individual, corporate or governmental capacities and not as employees, partners, joint ventures or associates of one another. Nothing contained herein will make, or be deemed to make, the County and the Grant Recipient a partner of one another, and this Agreement will not be construed as creating a partnership or joint venture. Nothing in this Agreement will create, or be deemed to create, any right, duty or obligation in any person or entity not a party to it.

36. INTERPRETATION OF COUNTY RULES AND REGULATIONS

If there is any question regarding the interpretation of any County rule or regulation, the County decision will govern and will be binding upon the Grant Recipient.

37. ORDER OF PRECEDENCE

In the event of any inconsistency in the terms of this Agreement, or between its terms and any applicable statute, rule, or King County Code, the inconsistency shall be resolved by giving precedence in the following order to:

1. Any Amendments to this Agreement;
2. This Agreement, including its Terms and Conditions and the following Exhibits;
 - a. Exhibit A – Map of Facility and Schematic
 - b. Exhibit B – Scope of Work
 - c. Exhibit C – Project Budget
 - d. Exhibit D – Insurance Requirements
 - e. Exhibit E – Certificate(s) of Insurance and Endorsements
 - f. Exhibit F – Restrictive Covenant Agreement
 - g. Exhibit G – Cultural Resource Preservation Requirements
3. If applicable, the Request for Application (as modified by any amendments); and
4. If applicable, Grant Recipients Grant Application.

Provided, however, when an agreement term or condition appears in more than one document, the more specific agreement term or condition shall control if the different contract provisions cannot be harmonized.

38. ENTIRE AGREEMENT

This Agreement, including any referenced exhibits and attachments, constitutes the entire Agreement between the County and the Grant Recipient and supersedes any and all prior agreements and understanding between them, whether written, oral or otherwise. No other statements or representations, written or oral, shall be deemed a part thereof.

39. COUNTERPARTS; ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties acknowledge and agree that this document may be executed by electronic signature, which shall be considered as an original signature for all purposes shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, each individual signing this Agreement warrants that they have the authority to enter into this Agreement on behalf of the Party for which that individual signs. The Parties hereto have executed this Agreement on the dates set forth below.

KING COUNTY

Des Moines Pool Metropolitan Park District

Signature

Signature

Scott Deschenes

District GM

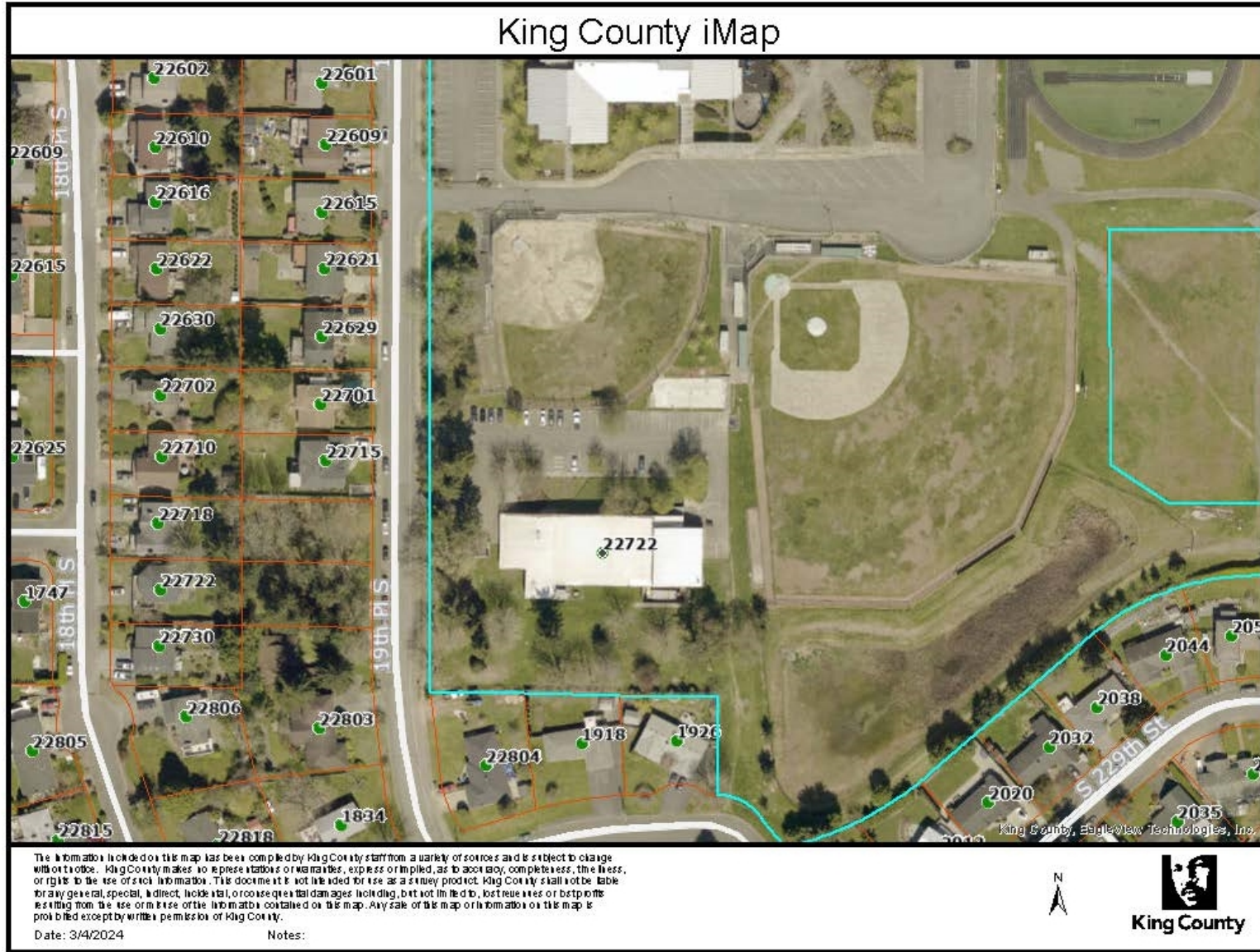
NAME (Please type or print), Title

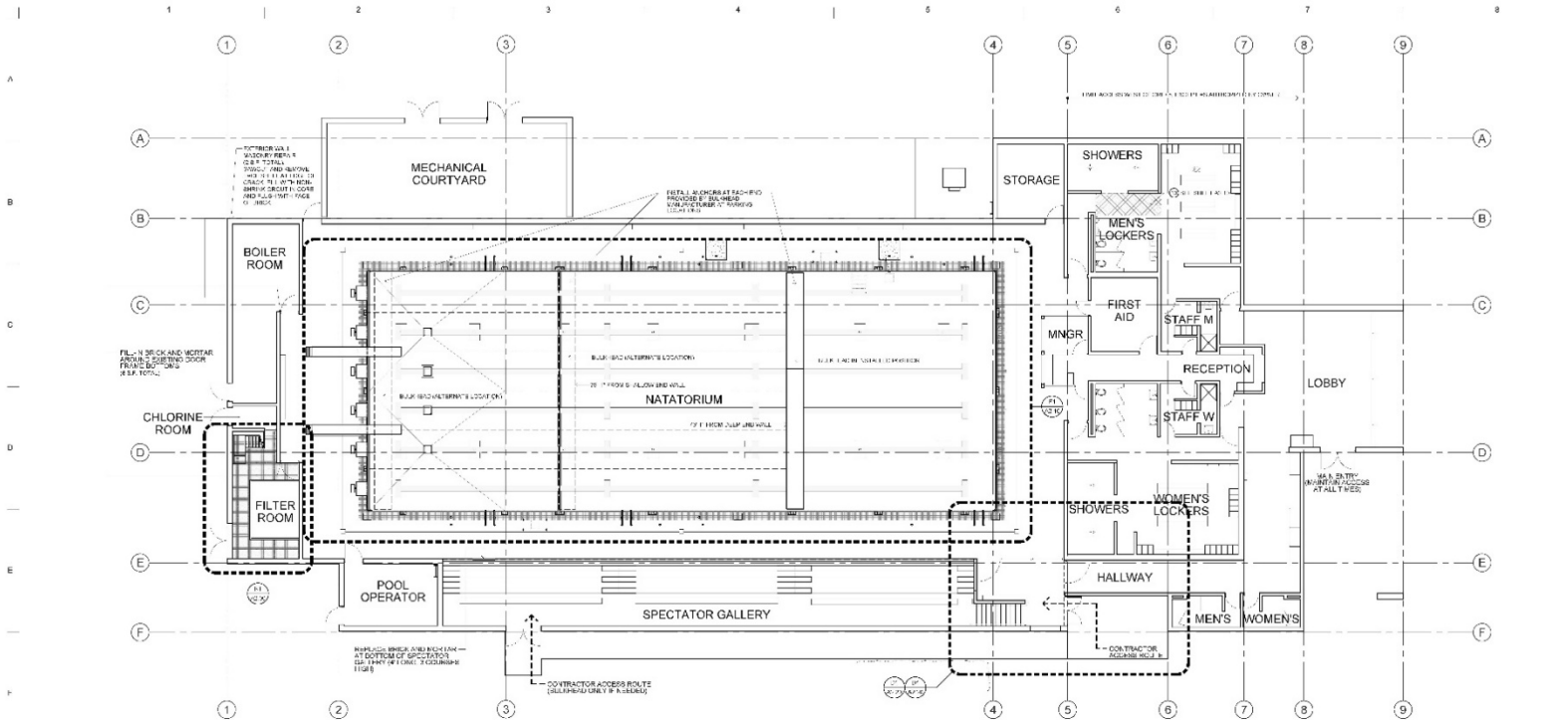
NAME (Please type or print), Title

Date

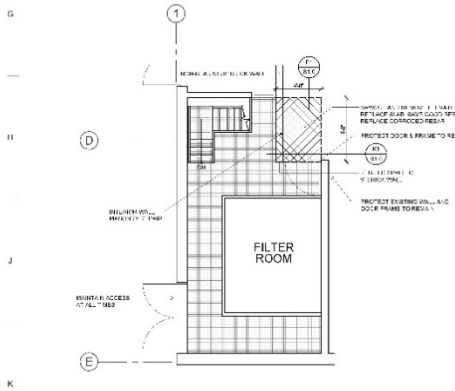
Date

EXHIBIT A – MAP OF FACILITY AND/OR SCHEMATIC

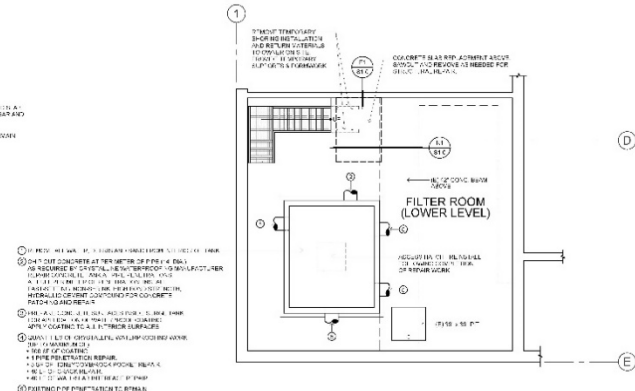




REFERENCE FLOOR PLAN
SCALE: 1/8" = 1'-0"



FILTER ROOM (MAIN LEVEL)
SCALE: 1/4" = 1'-0"



FILTER ROOM (LOWER LEVEL)
SCALE: 1/4" = 1'-0"

BID SET

**2017 IMPROVEMENT PROJECT
MT. RAINIER POOL**
Des Moines Pool Metropolitan Park District

BLRB architects
TACOMA | SPOKANE | PORTLAND | BEND
415 4th Ave. Ste. 400 | 1100 1st St. | 1000 1st St. | 1000 1st St.
509.425.1111 | 509.425.1111 | 509.425.1111 | 509.425.1111
BLRB.COM

Project No: REFERENCE FLOOR PLAN

Date: 08/23/17	Sheet No:
Project: 6457965	Project No: 16.02.110

A2.00

DATE PLOTTED: 08/23/17 10:14 AM
PLOTTER: HP DesignJet T1100e

EXHIBIT B – SCOPE OF WORK

Project Summary

Scope of Work Summary: The project will maintain aquatics access in Des Moines by helping extend the life of the Mount Rainier Pool and avoid service interruptions from maintenance closures. This project will benefit youth and residents especially those furthest from economic justice and access to swimming and fitness.

Project Location: 22722 19th Ave S, Des Moines, WA, 98198
Parcel Number: 1622049005

Total Amount of this Award: \$213,016.72

Total Project Cost: \$213,016.72

Activity Timeline & Deliverables

Phase/Task	Deliverables	Activity Description	Date/Timeline
Project Management & Administration	Progress Reports	Progress Reports submitted via grant portals	
Project Management & Administration			
Project Management & Administration			
Planning Phase	Share updates via Progress Reports	Sole Source Agreement	December 2024
Planning Phase	Share updates via Progress Reports	Lead Time for Sourcing Parts	December 2024 - March 2025
Planning Phase			
Pre-Construction Requirements	Restrictive Covenant	Restrictive Covenant	Prior to construction
Pre-Construction Requirements	Cultural Resource Preservation Requirement	Cultural Resources Review	Prior to groundbreaking
Pre-Construction Requirements			
Implementation	Project Schedule	Project Start	March 2025
Implementation	Share updates via Progress Reports	Estimated Project Completion	March 2025
Implementation			
Closeout	Share updates via Progress Reports	Send Project Completion and Billing	May 2025
Closeout	Final Report	Closeout	November 2026
Closeout			

The Grantee shall not make any significant changes to an approved project without prior written consent of the County. Significant changes include, but are not limited to, a change to the timeline that falls outside the contract period or a shift of more than

twenty percent of funds within the approved grant budget over the term of this Exhibit. If changes are necessary and approved by the County, such changes will be formalized in a written amendment signed by all parties.

EXHIBIT C – PROJECT BUDGET

Construction Costs	\$177,513.72
Indirect Costs	\$35,503.00
Total	\$213,016.72

Grant Budget Changes

With written approval from the County, the Grantee may reallocate grant funds across budget line items within twenty percent of the total grant budget without requiring an official contract amendment. Indirect costs shall not exceed twenty percent of direct costs.

Budget Line Items Descriptions

Construction Costs include but are not limited to water tank replacement, filter media, and plumbing.

Indirect Costs include expenses of doing business that are not readily identified with a particular grant, contract, project, function, or activity, but are necessary for the general operation of the organization or performance of the organization’s activities.

EXHIBIT D – INSURANCE REQUIREMENTS

1. Insurance Requirements

- 1.1. Grant Recipient shall purchase and maintain for the entire term of this Agreement or as otherwise stated in this Exhibit, at its sole cost and expense, the minimum insurance set forth below. By requiring such minimum insurance, the County does not and shall not be deemed or construed to have assessed the risks that may be applicable to Grant Recipient, or any Contractor under this Agreement, or in any way limit the County's potential recovery to insurance limits required hereunder. To the contrary, this Agreement's insurance requirements may not in any way be construed as limiting any potential liability to the County or the County's potential recovery from Grant Recipient. Grant Recipient and any Contractor shall assess their own risks and if they deem appropriate and/or prudent, maintain greater limits and/or broader coverage.
- 1.2. Each insurance policy shall be written on an "occurrence" basis, except insurance for Pollution Liability, which may be written on a "claims made" basis.

If coverage is approved and purchased on a "claims made" basis, the coverage provided under that insurance shall be maintained through: (i) consecutive policy renewals for not less than three (3) years from the date of completion of the Project which is subject of this Agreement or, if such renewals are unavailable, (ii) the purchase of a tail/extended reporting period for not less than three (3) years from the date of completion of the Project which is the subject of this Agreement.

2. Evidence and Cancellation of Insurance

- 2.1. Prior to contract execution and upon request by the County, Grant Recipient shall furnish the County certificates of insurance and endorsements certifying the issuance of all insurance required by this Agreement which is to be maintained for the entire term of the Agreement or as otherwise stated in this Exhibit. All evidence of insurance shall be signed by a properly authorized officer, agent, general agent, or qualified representative to the insurer(s), shall certify the name of the insured(s), the type and amount of insurance, the location and operations to which the insurance applies, the inception and expiration dates, shall specify the form numbers of any endorsements issued to satisfy this Agreement's insurance requirements, and shall state that the County shall receive notice at least thirty (30) days prior to the effective date of any cancellation, lapse, or material change in the policy(s). Certificate Holder: King County Parks, 201 S. Jackson Street, Suite 5702, Seattle, WA 98104. Electronic evidence of insurance documents may be emailed to: ParksGrants@kingcounty.gov.

2.2. The County reserves the right to require complete, certified copies of all required insurance policies, including all endorsements and riders, which may be redacted of any confidential or proprietary information. Grant Recipient shall deliver such policies to the County within five (5) business days of County's request.

3. Minimum Scope and Limits of Insurance

3.1. Grant Recipient shall maintain the following types of insurance and minimum insurance limits:

3.1.1. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01. Such insurance shall include coverage for, but not limited to, premises liability, ongoing operations, products and completed operations, and contractual liability. Limits may be satisfied by a single primary policy or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including, but not limited to, additional insured status for the County.

3.1.2. Automobile Liability: Grant Recipient and/or its Contractor(s) will maintain Automobile Liability insurance with a minimum \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CA 00 01 covering **BUSINESS AUTO COVERAGE**, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9. Limit may be satisfied by a single primary policy or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy.

3.1.3. Workers Compensation: If Grant Recipient or its Contractor(s) have employees, then Workers Compensation coverage shall be maintained as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Project by applicable Federal or "Other States" State Law.

3.1.4. Employers Liability or "Stop Gap" coverage: If Grant Recipient or its Contractor(s) have employees, then Employers Liability or "Stop Gap" coverage shall be maintained with a minimum limit of \$1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability), or, in monopolistic states including but not limited to Washington, the protection

provided by the “Stop Gap” endorsement to the commercial general liability policy.

3.1.5. **Builder’s Risk / Installation Floater Insurance.** If construction activities will be funded by the Grant, Grant Recipient or its Contractor(s) shall procure and maintain, prior to and for the duration of the construction phase of the Project, “All Risk” Builder’s Risk insurance or Installation Floater insurance at least as broad as ISO form number CP0020 (Builder’s Risk Coverage Form) with ISO form number CP0020 (Causes of Loss – Special Form). The coverage shall insure for direct physical loss to property of the Project for 100% of the replacement value. The policy shall be endorsed to cover the interests, as they may appear, of King County, Grant Recipient, and Contractor(s) of all tiers. In the event of a loss to any or all of the work and/or materials therein and/or to be provided at any time, Grant Recipient or its Contractor(s) shall promptly reconstruct, repair, replace, or restore all work and/or materials so destroyed. Policy shall include a waiver of subrogation in favor of King County.

3.1.6. **Pollution Liability:** If geotechnical work will take place, Grant Recipient or its Contractor(s) shall provide Pollution Liability coverage with minimum limits of \$1,000,000 per occurrence and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage to include the destruction of tangible property, loss of use, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed.

3.1.7. **Fidelity and Crime Insurance.** If a Fiscal Sponsor is a party to this Agreement, Fiscal Sponsor(s) shall procure and maintain Fidelity and Crime insurance with a minimum limit equal to the grant amount. Coverage shall include ‘Join Loss Payable’ ISO form CR 20 15 10/10 or substantive equivalent and ‘Provide Required Notice of Cancellation to Another Entity’ ISO form CR 20 17 10/10.

4. Other Insurance Provisions and Requirements

4.1. All insurance policies purchased and maintained by Grant Recipient and any Contractor required in this Agreement shall contain, or be endorsed to contain the following provisions:

4.1.1. With respect to all liability policies except Professional Liability (Errors and Omissions) and Workers Compensation:

4.1.1.1. King County, its officials, employees, and agents shall be covered as additional insured for full coverage and policy limits as respects liability arising out of activities performed by or on behalf of the Grant Recipient, its agents, representatives, employees, or Contractor(s) in connection with this Agreement. Additional Insured status shall include products-completed operations CG 20 100 11/85 or its substantive

equivalent. The County requires the endorsement(s) to complete the Agreement.

4.1.2. With respect to all liability policies (except Workers Compensation):

4.1.2.1. Coverage shall be primary insurance as respects the County, its officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its officials, employees, or agents shall not contribute with any of Grant Recipient's or Contractor(s)'s insurance or benefit the Grant Recipient, or any Contractor, or their respective insurers in any way.

4.1.2.2. Insurance shall expressly state that it applies separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of insurer's liability.

5. Waiver of Subrogation

5.1. Grant Recipient, its Contractor(s), and their respective insurance carriers release and waive all rights of subrogation against King County, its officials, agents, and employees for damages caused by fire or other perils which can be insured by a property insurance policy. This provision shall be valid and enforceable only to the extent permissible by the applicable property insurance policies.

6. Deductibles/Self-Insured Retentions

6.1. Any deductible and/or self-insured retention of the policies shall in all instances be the sole responsibility of Grant Recipient or its Contractor, even if no claim has been made or asserted against them.

7. Acceptability of Insurers

7.1. Unless otherwise approved by the County, insurance is to be placed with insurers with an A.M. Best rating of no less than A:VIII.

8. Self-Insurance

8.1. If the Grant Recipient is a governmental entity or municipal corporation, Grant Recipient may maintain a fully funded self-insurance program or participate in an insurance pool for the protection and handling of its liabilities including injuries to persons and damage to property. Further, if Grant Recipient maintains a self-insurance program or participates in an insurance pool, the additional insured requirement shall not apply to the coverage provided by the self-insured program or insurance pool.

9. Contractors

9.1. Grant Recipient shall include all Contractors as insureds under its policies or, alternatively, Grant Recipient must require each of its Contractors to procure and maintain appropriate and reasonable insurance coverage and insurance limits to cover each of the Contractor's liabilities given the scope of work and services being provided herein. Contractor(s) must include the County, its officials,

agents and employees as additional insured for full coverage and policy limits on its Commercial General Liability insurance and, if applicable, its Automobile Liability insurance. Upon request by the County, and within five (5) business days, Grant Recipient must provide evidence of each Contractor(s) insurance coverage, including endorsements.

EXHIBIT E – CERTIFICATE(S) OF INSURANCE AND ENDORSEMENT(S)



P.O. Box 88030
Tukwila, WA 98138
Phone: 206-575-6046
Fax: 206-575-7426
www.wciapool.org

12/2/2024

Ref#: 15781

King County Parks
Attn: Elise Hirschi
500 Fourth Ave.
Seattle, WA 98104

Re: Des Moines Pool Metropolitan Park District
KCYAS Grants

Evidence of Coverage

The Des Moines Pool Metropolitan Park District is a member of the Washington Cities Insurance Authority (WCIA), which is a self-insured pool of over 160 public entities in the State of Washington.

WCIA has at least \$4 million per occurrence limit of liability coverage in its self-insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member. Liability coverage includes general liability, automobile liability, stop-gap coverage, errors or omissions liability, employee benefits liability and employment practices liability coverage.

WCIA provides contractual liability coverage to the Des Moines Pool Metropolitan Park District. The contractual liability coverage provides that WCIA shall pay on behalf of the Des Moines Pool Metropolitan Park District all sums which the member shall be obligated to pay by reason of liability assumed under contract by the member.

WCIA was created by an interlocal agreement among public entities and liability is self-funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Roscoe".

Rob Roscoe
Deputy Director

cc: Scott Deschenes
Brian Snure
Quentin Knox
Angela Melum

EXHIBIT F – DRAFT RESTRICTIVE COVENANT AGREEMENT

When Recorded Return to:

King County
Department of Natural Resources and Parks
Parks and Recreation Division
201 S Jackson Street, KSC-NR-5702
Seattle, WA 98104-3855

**PARKS CAPITAL PROJECT
RESTRICTIVE COVENANT AGREEMENT**

GRANTOR: Des Moines Pool Metropolitan Park District

GRANTEE: King County, a political subdivision of the State
of Washington

ABBREVIATED LEGAL DESCRIPTION:

ASSESSOR'S TAX PARCEL NO.: 1622049005

RESTRICTIVE COVENANT AGREEMENT

This Parks One Time Capital Project Restrictive Covenant Agreement (the “Covenant Agreement”) is effective as of the ___ day of _____, 202_, and is made and executed by Des Moines Pool Metropolitan Park District (“Grant Recipient”), and by and in favor of King County (the “County”), a political subdivision of the State of Washington (the “County”). In this Covenant Agreement, Grant Recipient and the County may also be referred to collectively as the “Parties” and individually as “Party.”

RECITALS

- A. Grant Recipient is the owner of real property located in King County, State of Washington, legally described in **Exhibit A**, attached hereto and made part hereof (the “Property”).
- B. Pursuant to a Parks One Time Grant Agreement, between the County and Grant Recipient, dated _____, in the amount of \$213,016.72 (the “Grant Agreement”), Grant Recipient has constructed [description of the Facility] (the “Facility”) on the Property to construct, renovate, or rehabilitate a facility, in the Project described in Exhibit B, in order to provide increased athletic opportunities and to address an athletic need for the citizens of King County, Washington. A map of the Property and Facility is attached to and made part of this Covenant Agreement as **Exhibit F-1**.
- C. The purpose of this instrument is to ensure that the Property and Facility will be used for the purposes set forth in the Grant Agreement and will be open and available for public use for a minimum of thirty (30) years.

COVENANT AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises herein, the Grant Recipient and the County agree, covenant and declare that the Facility and Property are subject to the following restrictive covenants, which covenants shall run with the land and burden the Property and Facility for the sole benefit of the County, its successors and assigns, and the County land that makes up its public park, recreation, and open space system.

All the terms and provisions hereof shall be construed to effectuate the purposes set forth in this Covenant Agreement and to sustain the validity hereof.

1. Covenants Run with the Land. Grant Recipient and the County agree and declare that the covenants and conditions contained herein touch and concern the land and shall bind and the benefits shall inure to, respectively, Grant

Recipient and its successors and assigns and all subsequent owners of the Property and Facility, and to the County and its successors and assigns and all subsequent owners of the County's benefited property interests, subject to modification thereof as specifically provided below. Each and every contract, deed, or other instrument hereafter executed conveying any portion or interest in the Property and/or the Facility, shall contain an express provision making such conveyance subject to the covenants and conditions of this Covenant Agreement, provided however, that any such contract, deed, or other instrument shall conclusively be held to have been executed, delivered and accepted subject to such covenants and conditions, regardless of whether or not such covenants and conditions are set forth or incorporated by reference in such contract, deed, or other instrument.

2. Grant Recipient Covenants Public Use of Property and Facility for Thirty Years. Grant Recipient covenants and declares on behalf of itself and all heirs, assigns, and successors in interests into whose ownership the Property and/or Facility might pass that the Property and Facility will be preserved and maintained in accordance with the restrictions and obligations described in this Covenant Agreement for at least thirty (30) years. It is the intent of the Grant Recipient that such covenants shall supersede any prior interests Grant Recipient has in the Property and Facility and shall run with the land for the benefit of the County and the County land that makes up its public park, recreation, and open space system, and be binding on any and all persons who acquire any portion of, or interest in, the Property or Facility. Grant Recipient and the County agree that King County shall have standing to enforce these covenants.
3. Acknowledgement of Grant Funds Used for Construction (or Specify). Grant Recipient acknowledges that the Facility was constructed on the Property for the purpose of developing and/or supporting the delivery of sports activities or infrastructure for, but not exclusively serving, persons under twenty-four (24) years of age, and low- and moderate-income communities within King County, and that the Property and Facility shall not be converted to a different status or use for a period of thirty (30) years unless a full reimbursement of the YASG award amount is made to King County.
4. Grant Recipient Covenants Use of Property and Facility for Public Use. Grant Recipient covenants and agrees that the neither the Property nor the Facility shall be transferred or conveyed except by a contract, deed, or other instrument expressly making such transfer or conveyance subject to the covenants and conditions of this Covenant Agreement.
5. Grant Recipient Covenants Non-Discriminatory Use of Property and Facility. Grant Recipient covenants that it and any successor in interest will maintain the Property and Facility for public use as required by the Grant Agreement. The Property and Facility shall be open and accessible to the public at reasonable hours and times.

Grant Recipient shall notify the public of the availability of use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information. Fees for use of the Facility shall be no greater than those generally charged by public operators of similar facilities in King County. Grant Recipient covenants that it will not limit or restrict access to and use of the Property and Facility by non-Grant Recipient residents in any way that does not also apply to Grant Recipient residents. Grant Recipient further covenants that any and all user fees charged for the Property and Facility, including charges imposed by any lessees, concessionaires, service providers, and/or other assignees shall be at the same rate for non-Grant Recipient residents as for the residents of Grant Recipient.

6. Parties Bound. This Covenant Agreement shall benefit and be enforceable only by County and Grant Recipient and their successors or assigns and shall not be enforceable by any third parties.
7. Remedies. The County, its successors, designees or assigns shall have the following remedies against Grant Recipient, its successors, designees or assigns for violation of this Covenant Agreement:
 - 7.1 Default. If Grant Recipient fails to observe or perform any of the terms, conditions, obligations, restrictions, covenants, representations or warranties of this Covenant Agreement, and if such noncompliance is not corrected as provided herein, then such noncompliance shall be considered an event of default.
 - 7.2 Notice of Default. Before the County pursues a remedy against Grant Recipient for breach of this Covenant Agreement, the County shall provide written notice specifying the default to Grant Recipient. Grant Recipient shall thereafter have a thirty (30) day period to cure such default (or if such default is not capable of cure within thirty (30) days, such additional period as is reasonably necessary for Grant Recipient to complete such cure, provided that Grant Recipient commences cure within such thirty (30) day period and thereafter diligently pursues it to completion).
 - 7.3 County's Remedies Not Exclusive. The County shall be entitled to all remedies in law or in equity against Grant Recipient in the event of a default.
 - 7.4 No Waiver. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of the County to enforce the same or obtain relief against or recover for the continuation or repetition of such breach or violation or any other breach or violation thereof at any later time or times.

8. Miscellaneous Provisions.

8.1 Agreement to Record. Grant Recipient shall cause this Covenant Agreement to be recorded in the real property records of King County, Washington. Grant Recipient shall pay all fees and charges incurred in connection with such recording and shall provide the County with a copy of the recorded document.

8.2 Time of the Essence. Time is of the essence of this Covenant Agreement and of every provision thereof.

8.3 Notices. Notices, certificates, reports, or other communications shall be deemed delivered on the third day following the date on which the same have been mailed by certified or registered mail, postage pre-paid, return receipt requested, or on the date on which the same have been personally delivered with proof of receipt, at the addresses specified below, or at such other addresses as may be specified in writing by the parties listed below:

If to King County:

King County Department of
Natural Resources & Parks
Parks and Recreation Division
201 South Jackson Street
Seattle, WA 98104-3855
Attn: Director

If to Des Moines Pool
Metropolitan Park District:
22015 Marine View Dr S
#2B Des Moines, WA 98198
Attn:

8.1 Severability. If any provision of this Covenant Agreement shall be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

8.2 Amendments. This Covenant Agreement shall be amended only by a written instrument executed by the Parties hereto or their respective successors in title, and duly recorded in the real property records of King County, Washington.

8.3 Governing Law. This Covenant Agreement shall be governed by the laws

of the State of Washington and venue shall be in King County Superior Court.

- 8.4 Reliance. The County and Grant Recipient hereby recognize and agree that the representations and covenants set forth herein may be relied upon by each other.
- 8.5 No Conflict with Other Documents. Grant Recipient and the County warrant that they have not executed and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that in any event the requirements of this Covenant Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.
- 8.6 Sale or Transfer of the Facility. Grant Recipient agrees to notify the County within 30 days of any transfer of Grant Recipient’s ownership interest in the Property and/or the Facility.
- 8.7 Captions. The titles and headings of the sections of this Covenant Agreement have been inserted for convenience of reference only and are not to be considered a part hereof. They shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this document or any provision thereof or in ascertaining intent, if any question of intent shall arise.
- 8.8 No Third-Party Beneficiaries. This agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based on any provision of this Covenant Agreement.

IN WITNESS WHEREOF, each individual signing this Agreement warrants that they have the authority to enter into this Agreement on behalf of the Party for which that individual signs. The Parties hereto have executed this Agreement on the dates set forth below.

KING COUNTY

Des Moines Pool Metropolitan Park District

Signature

Signature

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

**DRAFT RESTRICTIVE COVENANT AGREEMENT
EXHIBIT F-1 – LEGAL DESCRIPTION**

**DRAFT RESTRICTIVE COVENANT AGREEMENT
EXHIBIT F-2 –
PROPERTY/FACILITY MAP**

EXHIBIT G – CULTURAL RESOURCE PRESERVATION REQUIREMENTS

Based on the initial cultural resources review, the following recommendation(s) is/are conditions and/or requirements for this Project:

Cultural Resource Preservation Requirements are not applicable for this Project. If the Scope of Work is amended at any time during the Agreement Term, additional consultation with the King County Historic Preservation Program may be necessary.

Des Moines Pool Metropolitan Park District

AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 7h Assigned to: District GM Meeting Date: 1/28/2025

Under: New Business Attachment: Yes X No

Subject: *Engineer (Architect) of Record*

Background/Summary:

The Board of the Des Moines Pool Metropolitan Park District passed Resolution 2024-10 MRSC Small Public Works at the December 10, 2024, regular board meeting.

MRSC Rosters legally functions as the Small Works Roster for its agency members, which include the pool district.

Per section 4 of the Resolution: Consulting Services Roster. The District shall use the MRSC Rosters Consultant Roster to meet the requirements of RCW 39.80.030 when soliciting Architectural, Engineering and Land Surveying services and may use the process for other Consulting Services at the discretion of the District General Manager (Director of Aquatic Operations) ...

The firm deemed most highly qualified by the agency to do the project will be selected for contract negotiations.

The District General Manager along with the Capital and Contracts Committee will meet with the attached potential agencies and will bring back a recommendation for terms. The District General Manager is recommending a three-year agreement that would end on December 31, 2027. The agreement would include language to give the pool district the ability to pull out of the agreement if needed.

(January 24, 2025, Update) The District G.M. and Clerk of the Board met with Highline School District Representatives on Friday, January 24, and discussed partnering on an Engineer of Record. This will be discussed at the meeting.

Fiscal Impact: All funds for this project should be covered by the \$1.438 million Best Starts for Kids Grant. All 2025 fees for this grant project for the engineer of record will be covered.

Proposed Motion: I move to approve the District General Manager to work with the Capital and Contracts to develop a list of potential firms and process to select an Architect/Engineer of Record to be presented at a future meeting.

Reviewed by District Legal Counsel: Yes X No Date: Various

Three Touch Rule: N/A Committee Review

12/10/24 **First Board Meeting (Informational)**
To Be Determined **Second Board Meeting (Action)**

Action Taken: Adopted _____ Rejected _____ Postponed _____

Follow-up Needed: Yes X No _____ Report back date: N/A

Notes: Attachments:
- Engineer of Record Presentation
- List of Potential MRSC Roster – Aquatic Pool Design and Architectural Design Firms
- About MRSC Rosters Page (<https://mrscrosters.org/mrsc-rosters/>)



Architect/Engineer RFQ Process

JANUARY 28, 2025 BOARD MEETING

Recommendation (From Legal)



No RFQ Needed. Use MRSC Rosters.



Develop list from Architectural, Engineer and Aquatics Professionals (attached)



Develop potential scope, interview questions and process for references



Firm will send us AIA contracts that will be reviewed by legal

Suggested Process

District GM works with Capital & Contracts Committee (Patrice and Joe) to narrow attached list and make recommendation

Use two grants to develop scope of services (might be good to also use them for pool advisory questions too)

Select firm(s)

Negotiate potential contract

Board meeting(s) to approve contract

Move forward

Questions



Engineer of Record
MRSC SMALL WORKS ROSTER
January 28 Board Meeting

IN-STATE W/ POOL EXPERIENCE

INNOVA ARCHITECTS (Formerly ORB)

UBI #: 603107031

Parent Company/Legal Business Name: INNOVA Architects, Inc

Website URL: www.innovaarchitects.com

Name: Scott Saladis

Address: 950 Pacific Avenue, Suite 450 Tacoma, WA 98402

Phone: 253-572-4903

Email: ssaladis@innovaarchitects.com

Can you be awarded emergency work: No

OAC SERVICES INC.

UBI #: 600047642

Parent Company/Legal Business Name:

Website URL: www.oacsvcs.com

Name: Diana Brown

Address: 2200 1st Avenue South, 200 Seattle, WA 98134

Phone: 253-709-3478

Email: dbrown@oacsvcs.com

Can you be awarded emergency work: Yes

SCHEMETA WORKSHOP INC.

UBI #: 602450813

Parent Company/Legal Business Name: Schemata Workshop, Inc.

Website URL: <http://www.schemataworkshop.com>

Name: Grace Kim

Address: 1720 12th Avenue Seattle, WA 98122

Phone: 206-285-1589

Email: grace@schemataworkshop.com

Can you be awarded emergency work:

STEMPER

UBI #: 601985889

Parent Company/Legal Business Name:

Website URL: www.stemperac.com

Name: Melody Leung

Address: 4000 Delridge Way SW Ste 200 Seattle, WA 98106

Phone: 206-624-2777

Email: Melody@stemperac.com

Can you be awarded emergency work: Yes

OUT-OF-STATE W/ POOL EXPERIENCE

BKF ENGINEERS

UBI #:

Parent Company/Legal Business Name: BKF Engineers

Website URL: bkf.com

Name: Kaitlin Virding

Address: 1646 N. California Blvd., Suite 400 Walnut Creek, CA 94596

Phone: 503-886-8991

Email: kvirding@bkf.com

Can you be awarded emergency work: Yes

RSS ARCHITECTS

UBI #: 602717070

Parent Company/Legal Business Name:

Website URL: <http://rarchitectur1002.qwestoffice.net>

Name: Randal S. Saunders

Address: 2225 Country Club Road Woodburn, OR 97071

Phone: 503-982-1211

Email: randy-rssarch@qwestoffice.net

Can you be awarded emergency work: Yes

TRES WEST ENGINEERS

UBI #: 600215991

Parent Company/Legal Business Name: Tres West Engineers

Website URL: <http://www.treswest.com>

Name: Susan West

Address: 2702 S 42nd Street Suite 301 TACOMA, WA 98409

Phone: 253-472-3300

Email: marketing@treswest.com

Can you be awarded emergency work: Yes

Des Moines Pool Métropolitain Park District

AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 7i Assigned to: District GM

Meeting Date: January 28, 2025

Under: Old Business

Attachment: Yes

Subject: King County Youth Amateur Sports, Get Active, Stay Active Grant

Background/Summary:

King County Parks allocated \$10,000 to the Des Moines Pool Metropolitan Park District for youth programming. At the December 10 board meeting, the District General Manager presented a potential youth pass program. The change to the youth pass was an adjustment to King County's grant requirement for proof of need.

District General Manager reached out to the Grant Manager for King County Parks in December 2024. The Grants Manager stated they would be okay with the District administering the grant without proof of need and was okay with the District's original idea of using the \$10,000 to cover youth daily admissions at the Mount Rainier Pool.

The District General Manager is recommending administering the program effective February 1, 2025.

Fiscal Impact: To Be Determined.

Proposed Motion: I move to approve the updated grant agreement.

Reviewed by District Legal Counsel: Yes N/A No _____ Date: _____

Two Touch Rule:

Various

Committee Review

08/12/2024

First Board Meeting (Informational)

In Progress

Second Board Meeting (Action)

Action Taken: Adopted _____ Rejected _____ Postponed _____

Follow-up Needed: Yes _____ No _____ Report back date: _____

Notes:

- Kids Swim Free Flyer
- KCYAS Get Active, Stay Active Proposed Timeline
- KCYAS Get Active, Stay Active Grant Agreement



KIDS SWIM

FREE!

**FREE TO
YOUTH
AGES 0-18**

**February -
August**

AVAILABLE:

- All Family, Lap & Open Swims
- Over 40 hours of **FREE** swimming available per week



www.mtrainierpool.com



206.824.4722



King County

PARKS

Your Big Backyard

This program is funded
by a King County Parks
Get Active,
Stay Active Grant.

Timeline for KCYAS Get Active, Stay Active Grant (\$10K)

- January 28, 2025: Approve Kids Swim Free at Board Meeting
 - Start on Feb 1, 2025
 - Marketing: PeachJar, Press Release: Blogs (Waterland, NP & Kent), Kent Reporter, Eblast, Social Media (Facebook, X, Instagram)
- May 27, 2025: Review usage at Board Meeting. If attendance low...
 - Adjust grant with King County.
 - Sell free youth and reduced family passes. (discount youth off family passes)
 - Look at other funding options for summer programs, if really low.

OVERVIEW:

- \$10K Grant for Youth Free Daily Admissions
- All activity for payment ends September 1, 2025



Youth and Amateur Sports Grant Agreement

Get Active / Stay Active Program

Department/Division:	<u>Natural Resources and Parks / Parks and Recreation</u>		
Agency:	<u>Des Moines Pool Metropolitan Park District</u>		
Project:	<u>Mt Rainier Pool - Daily Entry Swim Program</u>		
Amount:	<u>\$10,000.00</u>	Project#:	<u>1145399</u> Contract#:
			<u>6465049</u>
Term Period:	<u> </u>	To	<u>11/30/2025</u>

THIS AGREEMENT (“Agreement”) is entered into by King County (the “County”), and Des Moines Pool Metropolitan Park District (the “Agency”), (collectively the “Parties”) for programming that reduces barriers and increases access to physical activity using a Youth and Amateur Sports Grant (“YASG”)

RECITALS

- A. The Agency is either a public agency or a non-profit organization that provides youth or amateur sports opportunities or are acts as a fiscal sponsor for community organization.
- B. King County, a home rule chapter county and political subdivision of the State of Washington, is authorized to administer the YASG Program and enter into agreements for the use of King County funds by public agencies, nonprofit organizations, or fiscal sponsor for community organizations that increase access to sports and physical activity under King County Ordinance 19791
- C. The Agency shall utilize the Grant Award Funds to address an athletic need in King County.
- D. King County has selected the Agency to receive a YASG award in the amount of \$10,000.00 ("Grant Award Funds") for programming designed to provide increased athletic opportunities for the citizens of King County, Washington

NOW THEREFORE, in consideration of payments, covenants, and other provisions set forth in this Agreement, the Parties agree as follows:

GRANT AWARD TERMS AND CONDITIONS

1. DEFINITIONS

1.1 Project.

The term “Project” means the specific project described in **Exhibits A and B**. Grant Award Funds available pursuant to this Agreement may only be used for the Project. To complete the Project, Grant Recipient shall use the Grant Award Funds to complete the Projects, as set forth in **Exhibits A and B**, consistent with the requirements set forth in this Agreement and in the following attached exhibits, which are incorporated herein by reference:

Project Summary and Scope of Work	Attached hereto as Exhibit A
Project Budget	Attached hereto as Exhibit B
Insurance Requirements	Attached hereto as Exhibit C

1.2 Location. This Agreement applies to the Project to take place at the site (“Site”) which is located at:

Mount Rainier Pool, 22722 19 Avenue S, Des Moines, WA, 98198

1.3 Scope of Work. Agency shall provide a County-approved Project summary and scope of work (“Scope of Work”), attached hereto as **Exhibit B**, which describes the Project in detail and includes a description of the various program milestones required for completion of the Project and intended use of the Grant Award Funds. Agency shall apply the funds received from the County for the Project under this Agreement in accordance with the Scope of Work, attached hereto as **Exhibit A**.

1.4 Project Budget. Agency shall work with King County to develop a Project Budget, attached hereto as **Exhibit B**. King County shall provide the Grant Award Funds to the Agency to pay for costs and expenditures related to the Project, as set forth in **Exhibits A and B**. Grant Award Funds provided to the Agency may only be used to pay for costs and expenditures related to the Project, as set forth in **Exhibits A and B**.

1.5 Contractor. Contractor shall include any contractor or consultant hired by the Agency, including any of the contractor’s or consultant’s subcontractors or subconsultants.

2. EFFECTIVE DATE

The Agreement shall be effective upon signature by both Parties (“Effective Date”).

3. TERM

The term (“Term”) of this Agreement shall begin on the Effective Date and end on 11/30/2025. This Agreement shall remain in effect until such time as it is amended in writing or terminated as provided herein.

4. AMENDMENTS

This Agreement together with the attached exhibits expressly incorporated herein by reference and attached hereto shall constitute the whole Agreement between the Parties. This Agreement may be amended only by an instrument, in writing, duly executed by the Parties.

5. NOTICES

Unless otherwise specified in the Agreement, all notices or documentation required or provided pursuant to this Agreement shall be in electronic form and shall be deemed duly given when received at the addresses first set forth below via electronic mail.

KING COUNTY	Des Moines Pool Metropolitan Park District
Parks Grant Manager	Scott Deschenes
	Des Moines Pool Metropolitan Park District
King County Parks	Des Moines Pool Metropolitan Park District
201 S Jackson Street Suite #5702	22015 Marine View Dr S #2B
Seattle, WA 98104	Des Moines, WA 98198
206-848-0699	206-429-3852
parksgroups@kingcounty.gov	scott.deschenes@desmoinespool.org
*NOTE: Personal contact information for your assigned grant manager is available in the grant management system	

Notice by e-mail shall be deemed to have been given on the date of transmission. Either Party hereto may, at any time, by giving ten (10) days written notice to the other Party to designate any other person or address in substitution of the foregoing information to which such notice or communication shall be given.

6. **DISBURSEMENT OF GRANT FUNDS**

- 6.1 Notwithstanding the Effective Date of this Agreement, the County shall pay for eligible and authorized costs supported by adequate documentation, as determined by the County, for the work specified in the Scope of Work (Exhibit A) expended from 09/01/2024 through 11/30/2025.
- 6.2 The County may authorize, at County’s sole discretion, release of a portion of the Grant Award Funds to Agency, upon execution of this Agreement, and receipt of Agency’s County-approved completed Scope of Work and Project Budget (see Section 1 and **Exhibits A and B**).
- 6.3 The County shall initiate authorization for payment and disbursement of Grant Award Funds after approval of sufficiently detailed Project-related invoices submitted by Agency. The County shall make payment to Agency not more than thirty (30) days after a complete and accurate invoice and any other required documentation is received and approved.
- 6.4 Agency shall submit the final invoice, supporting documentation and any outstanding deliverables, as specified in the Scope of Work (**Exhibit A**) and Project Budget (**Exhibit B**), within thirty (30) days of the date this Agreement expires or is terminated. If the Agency’s final invoice, supporting documentation and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to Agency of the amounts set forth in said invoice or any subsequent invoice.

7. GRANT REPORTING

All Grant Award Funds received pursuant to this Agreement and accrued interest therefrom will be accounted for separately from all other Agency accounts and moneys. Until the Project is completed, and all proceeds provided pursuant to this Agreement have been expended, the Agency shall provide reports to the YASG Project Manager on a schedule determined by the County.

8. COMPLETION OF THE PROJECT

Agency shall complete the Project described in Section 1.1 and **Exhibits A and B** of this Agreement. If Agency cannot complete the Project, as specified by the Scope of Work and deliverables set forth in **Exhibit A**, the County shall be released from any obligation to fund the Project, and the County in its sole discretion may reallocate such funds for other projects in other jurisdictions.

Pursuant to Section 18, Termination, this Agreement will be terminated if the Agency is unable or unwilling to expend the Grant Award Funds for the Project as provided in this Agreement. The Agency may not redirect Grant Award Funds for a purpose other than completion of the Project as approved by the County.

9. COMMUNICATION AND KING COUNTY MILESTONE NOTIFICATION

Agency shall recognize County as a “grant sponsor” for the Project in the following manner:

9.1 Events: Agency shall invite and recognize “King County Parks” at all events promoting the Project, and at the final Project dedication.

9.2 Community Relations: Agency shall recognize “King County Parks” as a “grant sponsor” in all social media, websites, brochures, banners, posters, press releases, and other promotional material related to the Project.

9.3 King County Parks Notification: Agency shall notify the King County Parks Project Manager 30 days prior to any major milestone, such as a groundbreaking or opening dates.

10. DISPOSITION OF REMAINING GRANT AWARD FUNDS

If Agency does not expend all proceeds obligated to be provided through this Agreement, such proceeds, if held by Agency, shall be refunded to the County. For purposes of this section, “proceeds” shall include all Grant Award Funds obligated to be provided by the County plus interest accrued by Agency on the grant funds. Any proceeds in excess of those required to be provided by the County for the actual costs of the Project shall remain with the County for use in its sole discretion.

11. PUBLIC ACCESS

The Grant Award Funds are provided for the purpose of developing and/or supporting the delivery of sports activities or programming for, but not exclusively serving, persons under twenty-four (24) years of age, and low and moderate income communities within King County. Fees for the Project shall be no greater than those generally charged by public operators or project providers in King County.

12. MINIMUM SCOPE AND LIMITS OF INSURANCE

The Agency shall maintain, and/or require its Contractor(s) to maintain the minimum scope and limits of insurance as required in **Exhibit C – Insurance Requirements**.

13. INTERNAL CONTROL AND ACCOUNTING SYSTEM

The Agency shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, and governmental accounting and financial reporting standards in accordance with Revised Code of Washington (RCW) Chapter 40.14.

14. MAINTENANCE OF RECORDS

14.1 The Agency shall maintain accounts and records, including personnel, property, financial, Project records, including Agreement deliverables, and other such records as may be deemed necessary by the County to ensure proper accounting for all Agreement funds and compliance with this Agreement.

14.2 These records shall be maintained for a period of six (6) years after the expiration or earlier termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14

14.3 Agency shall inform the County in writing of the location, if different from the Agency address listed on page one of this Agreement, of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within ten (10) working days of any such relocation.

15. RIGHT TO INSPECT

The County reserves the right to review and approve the performance of the Agency with regard to this Agreement, and, at its sole discretion, to inspect or audit the Agency's records regarding this Agreement and the Project upon seventy-two (72) hours' notice during normal business hours.

16. COMPLIANCE WITH ALL LAWS AND REGULATIONS

The Agency, in cooperation and agreement with the owners of the Site, shall comply with all applicable laws, ordinances and regulations in using funds provided by the County, including, without limitation, those relating to providing a safe working environment to employees and, specifically, the requirements of the Washington Industrial Safety and Health Act (WISHA); and, to the extent applicable, those related to “public works,” payment of prevailing wages, and competitive bidding of contracts. The Agency specifically agrees to comply and pay all costs associated with achieving such compliance without notice from King County; and further agrees that King County, does not waive this Section by giving notice of demand for compliance in any instance. The Agency shall indemnify and defend the County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws related to this Agreement.

17. CORRECTIVE ACTION

17.1 If the County determines that a breach of contract has occurred or does not approve of the Agency's performance, it will give the Agency written notification of unacceptable performance. The Agency will then take corrective action within a reasonable period of time, as may be defined by King County in its sole discretion in its written notification to the Agency.

17.2 The County may withhold any payment owed the Agency until the County is satisfied that corrective action has been taken or completed.

18. TERMINATION

18.1 The County may terminate this Agreement in whole or in part, with or without cause, at any time during the Term of this Agreement, by providing the Agency ten (10) days advance written notice of the termination.

18.2 If the termination results from acts or omissions of the Agency, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Agency shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Agency by the County.

18.3 Any King County obligations under this Agreement beyond the current appropriation year are conditioned upon the County Council's appropriation of sufficient funds to support such obligations. If the Council does not approve such appropriation, then this Agreement will terminate automatically at the close of the current appropriation year.

18.4 The Agreement will be terminated if the Agency is unable or unwilling to expend the Grant Award Funds as specified in Section 1 and **Exhibits A and B**, or upon reimbursement by the Agency to the County of all unexpended proceeds provided by the County pursuant to this Agreement and payment of all amounts due pursuant to Section 5.

19. FUTURE SUPPORT; UTILITIES AND SERVICE

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted for herein except as expressly set forth in this Agreement. The Agency understands, acknowledges, and agrees that the County shall not be liable to pay for or to provide any utilities or services in connection with the Project contemplated herein.

20. HOLD HARMLESS AND INDEMNIFICATION

The Agency shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) Agency's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) work, services, materials, or supplies performed or provided by the Agency's employees or other suppliers in connection with or support of the performance of this Agreement.

The Agency further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Agency, its officers, employees, agents, representatives, or subcontractors. This duty to repay the County shall not be diminished or extinguished by the expiration or prior termination of the Agreement.

The Agency agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to any use of or occurrence on the Project that is the subject of this Agreement, or the

Agency's exercise of rights and privileges granted by this Agreement, except to the extent of the County's sole negligence. The Agency's obligations under this Section shall include:

- A. The duty to promptly accept tender of defense and provide defense to the County at the Agency's own expense
- B. Indemnification of claims made by the Agency's employees or agents; and
- C. Waiver of the Agency's immunity under the industrial insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify King County, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses or other costs to enforce the provisions of this Section, all such fees, expenses and costs shall be recoverable from the Agency.

In the event it is determined that RCW 4.24.115 applies to this Agreement, the Agency agrees to protect, defend, indemnify and save the County, its officers, officials, employees and agents from any and all claims, demands, suits, penalties, losses damages judgments, or costs of any kind whatsoever for bodily injury to persons or damage to property (hereinafter "claims"), arising out of or in any way resulting from the Agency's officers, employees, agents and/or subcontractors of all tiers, acts or omissions, performance of failure to perform the rights and privileges granted under this Agreement, to the maximum extent permitted by law or as defined by RCW 4.24.115, as now enacted or hereafter amended.

A hold harmless provision to protect King County similar to this provision shall be included in all Agreements or subcontractor Agreements entered into by the Agency in conjunction with this Agreement. **The Agency's duties under this Section 20 will survive the expiration or earlier termination of this Agreement.**

21. NONDISCRIMINATION

King County Code ("KCC") chapters 12.16 through 12.19 apply to this Agreement and are incorporated by this reference as if fully set forth herein. In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

22. POLITICAL ACITIVITY PROHIBITED

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

23. PROJECT MAINTENANCE; EQUIPMENT PURCHASE, MAINTENANCE, AND OWNERSHIP

- 23.1 As between the County and the Agency, the Agency shall be responsible to operate and maintain the completed Project at its own sole expense and risk. The Agency shall maintain the completed Project in good working condition consistent with applicable standards and guidelines. The Agency understands, acknowledges, and agrees that the County is not responsible to operate or to maintain the Project in any way.

23.2 The Agency shall be responsible for all property purchased pursuant to this Agreement, including the proper care and maintenance of any equipment.

23.3 The Agency shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment and materials purchased with Agreement funds.

23.4 **The Agency's duties under this Section 23 shall survive the expiration of this Agreement.**

24. ASSIGNMENT

Agency shall not assign any portion of rights and obligations under this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. Agency must seek such consent in writing not less than fifteen (15) days prior to the date of any proposed assignment.

25. WAIVER OF BREACH OR DEFAULT

Waiver of breach of any provision in this Agreement shall not be deemed to be a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent defaults.

26. TAXES

The Agency agrees to pay on a current basis all taxes or assessments levied on its activities and property, including, without limitation, any leasehold excise tax due under RCW Chapter 82.29A; PROVIDED, however, that nothing contained herein will modify the right of the Agency to contest any such tax, and the Agency shall not be deemed to be in default as long as it will, in good faith, be contesting the validity or amount of any such taxes.

27. WASHINGTON LAW CONTROLLING; WHERE ACTIONS BROUGHT

This Agreement is made in and will be in accordance with the laws of the State of Washington, which will be controlling in any dispute that arises hereunder. Actions pertaining to this Agreement will be brought in King County Superior Court, King County, Washington.

28. PUBLIC DOCUMENT

This Agreement will be considered a public document and will be available for inspection and copying by the public.

29. LEGAL RELATIONS

Nothing contained herein will make, or be deemed to make, County and the Agency a partner of one another, and this Agreement will not be construed as creating a partnership or joint venture. Nothing in this Agreement will create, or be deemed to create, any right, duty or obligation in any person or entity not a party to it.

30. PERMITS AND LICENSES

The Agency shall develop and perform the Project in accordance with all applicable laws and regulatory requirements including environmental considerations, permitting determinations, and other legal requirements. All activities shall be performed by the Agency at its sole expense

and liability. Agency shall, at its sole cost and expense, apply for, obtain and comply with all necessary permits, licenses and approvals required for the Project.

31. INTERPRETATION OF COUNTY RULES AND REGULATIONS

If there is any question regarding the interpretation of any County rule or regulation, the County decision will govern and will be binding upon the Agency.

32. POLICE POWERS OF THE COUNTY

Nothing contained in this Agreement will diminish, or be deemed to diminish, the governmental or police powers of the County.

33. ENTIRE AGREEMENT

This Agreement, including its attachments, constitutes the entire Agreement between the County and the Agency. It supersedes all other agreements and understandings between them, whether written, oral or otherwise.

KING COUNTY

Des Moines Pool Metropolitan Park District

FOR

King County Executive

Signature

Scott Deschenes

Date

NAME (Please type or print), Title

Date

EXHIBIT A - PROJECT SUMMARY AND SCOPE OF WORK

Project Summary

The Mount Rainier Pool offers scholarships and grants of up to \$15,000 in 2025. Scholarships can only be applied to low-income community members who meet financial and residency requirements, and people must also make a commitment to using the pool. These requirements make it difficult to take daily admissions and possibly prevent youth (and their families) in our community from attending family and open swims that might give families their first exposure to aquatics or are not interested in committing to swimming.

Deliverables

Progress Reports
Final Report

Timeline

Start of Program	January 2025
Assess funding availability for program extension	March 2025
Program closeout	November 2025

EXHIBIT B - PROJECT BUDGET

Program Costs	\$10,000.00
Total	\$10,000

Budget Line Items Descriptions

Program Costs include but are not limited to pool entry fees for youth.

EXHIBIT C - INSURANCE REQUIREMENTS

1. General Insurance Requirements

- 1.1. Agency shall purchase and maintain, at its sole cost and expense, the minimum insurance set forth below. By requiring such minimum insurance, the County does not and shall not be deemed or construed to have assessed the risks that may be applicable to Agency, or any Contractor under this Agreement, or in any way limit the County's potential recovery to insurance limits required hereunder. To the contrary, this Agreement's insurance requirements may not in any way be construed as limiting any potential liability to the County or the County's potential recovery from Agency. Agency and any Contractor shall assess their own risks and if they deem appropriate and/or prudent, maintain greater limits and/or broader coverage.
- 1.2. Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage shall apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.
- 1.3. Each insurance policy shall be written on an "occurrence" basis, excepting insurance for Professional Liability (Errors and Omissions), and/or Pollution Liability, and/or Cyber Liability (Technology Errors and Omissions). These coverages required by this Agreement may be written on a "claims made" basis.

If coverage is approved and purchased on a "claims made" basis, the coverage provided under that insurance shall be maintained through: (i) consecutive policy renewals for not less than three (3) years from the date of completion of the Project which is subject of this Agreement or, if such renewals are unavailable, (ii) the purchase of a tail/extended reporting period for not less than three (3) years from the date of completion of the Project which is the subject of this Agreement.

2. Evidence and Cancellation of Insurance

- 2.1. Upon execution of the Agreement, and within thirty (30) days of request by the County, Agency shall furnish the County certificates of insurance and endorsements certifying the issuance of all insurance required by this Agreement. All evidence of insurance shall be signed by a properly authorized officer, agent, general agent, or qualified representative to the insurer(s), shall certify the name of the insured(s), the type and amount of insurance, the location and operations to which the insurance applies, the inception and expiration dates, shall specify the form numbers of any endorsements issued to satisfy this Agreement's insurance requirements, and shall state that the County shall receive notice at least thirty (30) days prior to the effective date of any cancellation, lapse, or material change in the policy(s). Similar documentation confirming renewal of required insurance shall be provided on each insurance renewal date.
- 2.2. The County reserves the right to require complete, certified copies of all required insurance policies, including all endorsements and riders, which may be redacted of any confidential or proprietary information. Agency shall deliver such policies to the County within five (5) business days of County's request.

2.3. County's receipt or acceptance of Agency's or any Contractor's evidence of insurance at any time without comment or objection, or County's failure to request certified copies of such insurance, does not waive, alter, modify, or invalidate any of the insurance requirements set forth in this **Exhibit C** or, consequently, constitute the County's acceptance of the adequacy of Agency's or any Contractor's insurance or preclude or prevent any action by County against Agency for breach of the requirements of this section.

3. Minimum Scope and Limits of Insurance

3.1. Agency shall maintain the following types of insurance and minimum insurance limits:

3.1.1. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01. Such insurance shall include coverage for, but not limited to premises liability, products and completed operations, ongoing operations, and contractual liability. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the County.

- a. If the Grant Recipient will be using funds to support and host youth sports programs, the Commercial General Liability policy shall not contain a CTE/Concussion exclusion.
- a. If funded programming involves the Agency and/or its Contractor(s) interacting with youth, Agency and/or its Contractor(s) must maintain Sexual Misconduct Liability coverage with a minimum limit of \$1,000,000 per occurrence and in the aggregate. Such coverage may be included under a Commercial General Liability policy or provided by a standalone policy.

3.1.2. Professional Liability (Errors and Omissions): If funded programming includes the use of professional services, Agency or its Contractor(s) shall procure and maintain Professional Liability (Errors and Omissions) insurance with minimum limits of \$1,000,000 per claim and in the aggregate

3.1.3. Automobile Liability: If funded programming involves vehicles usage, Agency and/or its Contractor(s) must maintain \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CA 00 01 covering **BUSINESS AUTO COVERAGE**, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy.

- 3.1.4. Workers Compensation: Workers Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Project by applicable Federal or “Other States” State Law.
 - 3.1.5. Employers Liability or “Stop Gap” coverage: If Agency is required by the Industrial Insurance Act of the State of Washington to maintain Workers Compensation coverage, Agency shall maintain a minimum limit of \$1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability), or, in monopolistic states including but not limited to Washington, the protection provided by the “Stop Gap” endorsement to the commercial general liability policy.
4. Other Insurance Provisions and Requirements
 - 4.1. All insurance policies purchased and maintained by Agency and any Contractor required in this Agreement shall contain, or be endorsed to contain the following provisions:
 - 4.1.1. With respect to all liability policies except for Professional Liability (Errors and Omissions) and Workers Compensation:
 - 4.1.1.1. King County, its officials, employees, and agents shall be covered as additional insured for full coverage and policy limits as respects liability arising out of activities performed by or on behalf of the Agency, its agents, representatives, employees, or Contractor(s) in connection with this Agreement. Additional Insured status shall include products-completed operations CG 20 100 11/85 or its substantive equivalent. The County requires the endorsement(s) to complete the Agreement.
 - 4.1.2. With respect to all liability policies (except Workers Compensation):
 - 4.1.2.1. Coverage shall be primary insurance as respects the County, its officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officials, employees or agents shall not contribute with any Agency’s, or Contractor(s) insurance or benefit the Agency, or any Contractor, or their respective insurers in any way.
 - 4.1.2.2. Insurance shall expressly state that it applies separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of insurer’s liability.
5. Deductibles/Self-Insured Retentions
 - 5.1. Any deductible and/or self-insured retention of the policies shall not in any way limit the County’s right to coverage under the required insurance, or to Agency’s, or any Contractor’s liability to the County, and shall in all instances be the sole responsibility of Agency or its Contractor, even if no claim has been made or asserted against them.
6. Acceptability of Insurers
 - 6.1. Unless otherwise approved by the County, insurance is to be placed with insurers with an A.M. Best rating of no less than A:VIII.
 - 6.2. Professional Liability (Errors and Omissions) insurance may be placed with insurers with an A.M. Best rating of no less than B+:VII.
 - 6.3. If at any time any of the foregoing policies fail to meet the above stated requirements, Agency shall, upon notice to that effect from the County, promptly obtain a new policy, and

shall submit the same to the County, with the appropriate certificates and endorsements, for review.

7. Self-Insurance

7.1. If the Agency is a governmental entity or municipal corporation, Agency may maintain a fully funded self-insurance program or participate in an insurance pool for the protection and handling of its liabilities including injuries to persons and damage to property. Evidence of self-insurance coverage shall be provided.

8. Contractors

8.1. Agency shall include all Contractors as insureds under its policies or, alternatively, Agency must require each of its Contractors to procure and maintain appropriate and reasonable insurance coverage and insurance limits to cover each of the Contractor's liabilities given the scope of work and services being provided herein. To the extent reasonably commercially available, insurance maintained by any Contractor must comply with the specified requirements of this **Exhibit C**, including the requirement that all liability insurance policies (except Professional Liability and Workers Compensation) provided by the Contractor(s) must include the County, its officials, agents and employees as additional insured for full coverage and policy limits. Agency is obligated to require and verify that each Contractor(s) to maintain the required insurance and ensure the County is included as additional insured. Upon request by the County, and within five (5) business days, Agency must provide evidence of each Contractor(s) insurance coverage, including endorsements.

Des Moines Pool Metropolitan Park District

AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 7j Assigned to: District GM Meeting Date: January 28, 2025

Under: Old Business Attachment: Yes

Subject: SAO Audit and Exit Interview (2019-2023)

Background/Summary:

The District GM will give an update on the ongoing audit.

Fiscal Impact: N/A

Proposed Motion: No motion necessary at this time. Gathering information.

Reviewed by Legal Counsel: Yes No Date: _____

Two Touch Rule: To be determined. Committee Review
12/10/2024 First Board Meeting (Informational)
To be determined. Second Board Meeting (Action)

Action Taken: Adopted Rejected Postponed

Follow-up Needed: Yes No Reporting Back Date: _____

Notes:
No attachments.

Des Moines Pool Metropolitan Park District

AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 8a **Assigned to:** District GM **Meeting Date:** January 28, 2025

Under: New Business **Attachment:** Yes

Subject: Website Translation and Banner Ad Changes

Background/Summary:

The following proposal is for adding translation functions to the website.

First, we were able to add Google Translation to the registration portal in November for no additional cost from CivicRec. I then had 575 update the plug-in for the entire site for translation at an estimated hour of service. This would allow us to market to and have better communications with a larger portion of our community. We can now better utilize PeachJar and social media to reduce barriers to register. I added the attached disclaimer that I copied from another park district as Google Translate can sometimes be inaccurate.

Second, in 2023, district staff was no longer able to directly update banner ads. The district needed to request the website contractor to make changes. This was done two weeks ago and costs around \$670. This added time to the updates and around \$150-\$200 a change. The new format was setup to also be able to use the translate function. We discovered from customer service surveys that people would like better communication. When staff was able to update the information, we were able to make immediate updates.

Both changes will help make the current website more functional and reach more people in the community and surrounding areas.

There are areas of the website that will not be translatable, but this should help people have more access and allow the district to move forward on continuing to improve access for everyone.

Finally, the website does need to be changed, but hopefully using the current site as a testing site will help the next site be more functional and reach more people.

Fiscal Impact: N/A

Proposed Motion: No motion. Informational only.

Reviewed by Legal Counsel: Yes No X **Date:**

Two Touch Rule: N/A **Committee Review**
 N/A **First Board Meeting (Informational)**
 N/A **Second Board Meeting (Action)**

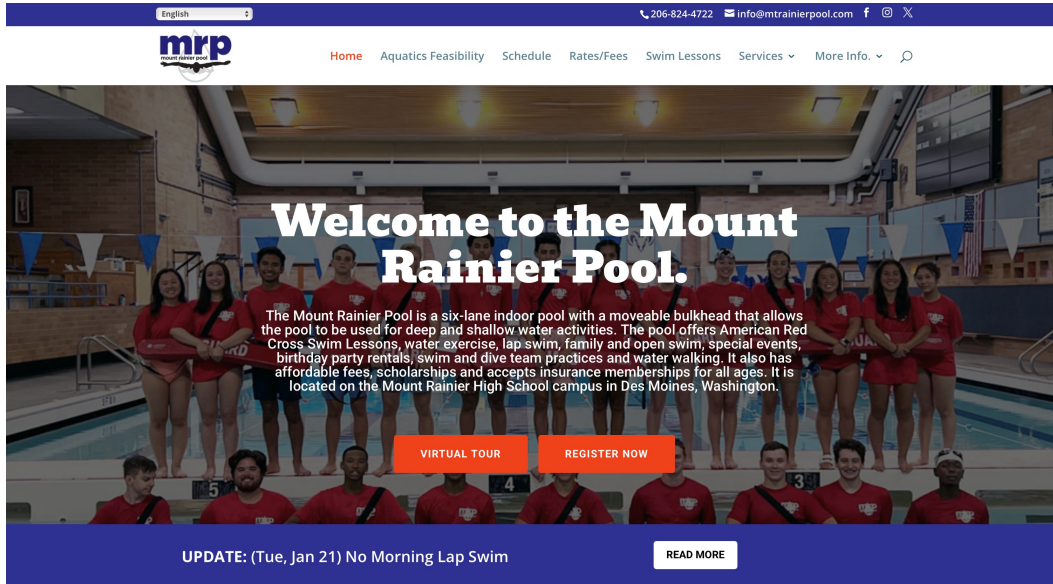
Action Taken: **Adopted** **Rejected** **Postponed**

Follow-up Needed: **Yes** _____ **No** _____ **Reporting Back Date:** _____

Notes:

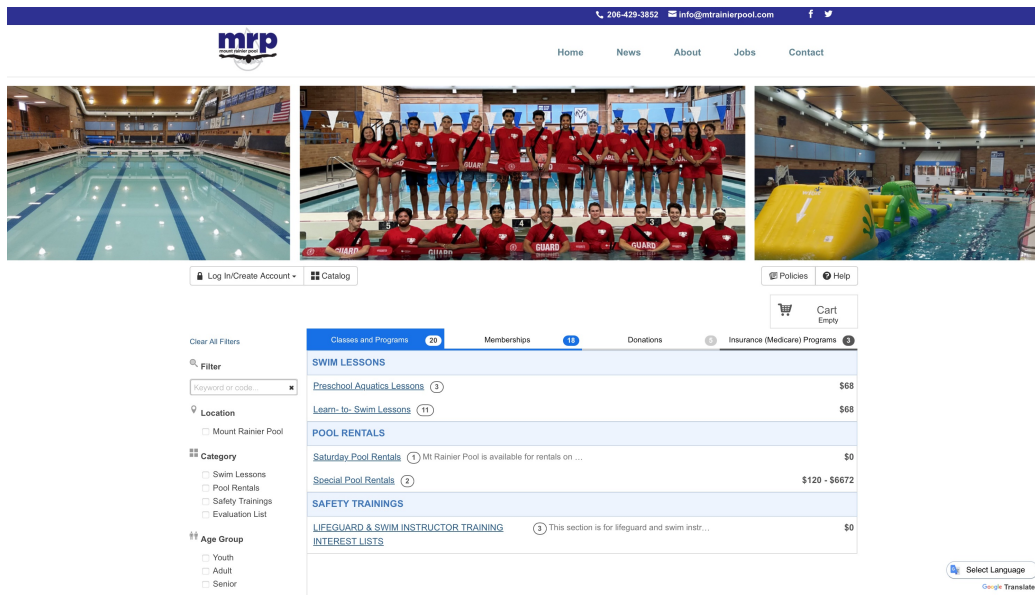
- Website Translation - attached
- Machine Translated Schedule (Spanish) - attached
- Language Translation Disclaimer - attached

Website



1

Registration Portal



2

LANGUAGE TRANSLATION DISCLAIMER

You are asking to have the Des Moines Pool Metropolitan Park District website converted from English to another language. As a convenience to those who live and work here, the Pool District links to Google Translation which provides an automated translation of the website. The tool is not perfect, and the context of the text may not be considered when it is translated. As a result, sometimes the translation may lose some of its intended meaning.

Therefore, the Des Moines Pool Metropolitan Park District cannot guarantee the accuracy of the converted text. Where there is any question, the English version is always the authoritative version of the website.

Some items on the site may not be translated, such as images containing text, documents, maps, and web page elements. In addition, some features on the site may not work in the translated versions. If you have any questions about information that appears on our site, please [contact us](#).

Des Moines Pool Metropolitan Park District

AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 8b **Assigned to:** District GM **Meeting Date:** January 28, 2025

Under: New Business **Attachment:** Yes

Subject: 2025 Colibri Agreements

Background/Summary:

Each year the Des Moines Pool Metropolitan Park District places ads in the city magazines of the two cities it serves: Des Moines and Normandy Park. The pool district places two ads in the Des Moines City Currents: a full-page and half-page, and one ad in the Normandy Park City Currents: a half-page.

The District General Manager is bringing this agreement to the board, since there were discussions about this at previous meetings.

Fiscal Impact: DM City Currents was \$6,150 in 2024 and is \$6,460 in 2025; and the Normandy Park City Scene was \$1,950 in 2024 and is \$2,048 in 2025. Both are around a 5% increase.

Proposed Motion: I move to approve the 2025 Des Moines City Currents and Normandy Park City Scene Agreements with Colibri Northwest.

Reviewed by Legal Counsel: Yes No Date: _____

Two Touch Rule: To be determined. **Committee Review**
 01/28/2025 **First Board Meeting (Informational)**
 To be determined. **Second Board Meeting (Action)**

Action Taken: Adopted Rejected Postponed

Follow-up Needed: Yes No **Reporting Back Date:** _____

Notes:

- 2025 Des Moines City Current Agreement - attached
- 2025 Normandy Park City Scene Agreement - attached



Rep: Katie Higgins
 Phone:
 Cell: 206-914-4248
 Fax:
 Email: Katie@colibrinw.com

12/23/2024

Advertising Contract
 Proposal # 16289

Advertiser
 Scott Deschenes
 Des Moines Pool Metropolitan Park District
 PO Box 98711
 22015 Marine View Drive S.
 Des Moines, WA 98198
 206-429-3852

Publisher
 Colibri NW
 PO Box 13130
 Des Moines, WA 98198
 206-284-8285 Phone

scott.deschenes@desmoinespool.org

Issue	Year	Section	Ad Size	Rate Frequency	Ad Name	Card Rate	Charge & Discount Details	Net
Spring 2025	2025		1/2 page	4x		\$850.00	Default Discount Applied to Gross: 180.00	\$670.00
Spring 2025	2025		Full Page	4x		\$1,200.00	Default Discount Applied to Gross: 255.00	\$945.00
Summer 2025	2025		1/2 page	4x		\$850.00	Default Discount Applied to Gross: 180.00	\$670.00
Summer 2025	2025		Full Page	4x		\$1,200.00	Default Discount Applied to Gross: 255.00	\$945.00
Fall 2025	2025		1/2 page	4x		\$850.00	Default Discount Applied to Gross: 180.00	\$670.00
Fall 2025	2025		Full Page	4x		\$1,200.00	Default Discount Applied to Gross: 255.00	\$945.00
Winter 2025	2025		1/2 page	4x		\$850.00	Default Discount Applied to Gross: 180.00	\$670.00
Winter 2025	2025		Full Page	4x		\$1,200.00	Default Discount Applied to Gross: 255.00	\$945.00

Total :	\$6,460.00
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Notes:

ADVERTISING TERMS & CONDITIONS

Credit Terms: Net 30 days from invoice date. Invoices will be issued when each issue is printed. We reserve the right to charge 1.5% monthly interest on unpaid balance over 30 days old. 3% additional charge for credit card payments. Wire transfers incur an additional \$35 charge. Any account sent to an Outside Collection or Legal Agency will be responsible for the fees charged in collecting the money owed.

Cancellation of any insertions given a multiple insertion discount may result in any previously run discounted insertions being re-invoiced at full rate.

I have read and understand the terms, of this agreement, and have the authority to execute same, and in so doing accept full responsibility for payment of advertising under the terms of this contract.

Advertiser: Des Moines Pool Metropolitan Park District	Date	Account Executive: Katie Higgins	Date
Signature of Authorized Agent			

Name (please print) _____

Title (please print) _____



Rep: Katie Higgins
Phone:
Cell: 206-914-4248
Fax:
Email: Katie@colibrinw.com

12/23/2024

Advertising Contract
Proposal #16288

Advertiser

Scott Deschenes
Des Moines Pool Metropolitan Park District
PO Box 98711
22015 Marine View Drive S.
Des Moines, WA 98198
206-429-3852

scott.deschenes@desmoinespool.org

Publisher

Colibri NW
PO Box 13130
Des Moines, WA 98198
Phone: 206-284-8285

Issue	Year	Ad Size	Rate Frequency	Card Rate	Charge & Discount Details	Net
Spring 25	2025	1/2 page	4x	\$650.00	Default Discount Applied to Gross: 138.00	\$512.00
Summer 25	2025	1/2 page	4x	\$650.00	Default Discount Applied to Gross: 138.00	\$512.00
Fall 2025	2025	1/2 page	4x	\$650.00	Default Discount Applied to Gross: 138.00	\$512.00
Winter 2025	2026	1/2 page	4x	\$650.00	Default Discount Applied to Gross: 138.00	\$512.00

Total :	\$2,048.00
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Notes:

ADVERTISING TERMS & CONDITIONS

Credit Terms: Net 30 days from invoice date. Invoices will be issued when each issue is printed. No Discounts allowed on any past due invoices. We reserve the right to charge 1.5% monthly interest on unpaid balance over 30 days old. 3% additional charge for credit card payments. Wire transfers incur an additional \$35 fee. Any account sent to an Outside Collection or Legal Agency will be responsible for the fees charged in collecting the money owed.
Cancellation of any insertions given a multiple insertion discount may result in any previously run discounted insertions being re-invoiced at full rate.

I have read and understand the terms, of this agreement, and have the authority to execute same, and in so doing accept full responsibility for payment of advertising under the terms of this contract.

Advertiser: Des Moines Pool Metropolitan Park District	Date	Account Executive: Katie Higgins	Date
Signature of Authorized Agent			

Name (please print) _____

Title (please print) _____

Des Moines Pool Metropolitan Park District

AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 8c **Assigned to:** District GM **Meeting Date:** January 28, 2025

Under: New Business **Attachment:** Yes

Subject: Shower Repairs

Background/Summary:

From the customer service satisfaction surveys presented earlier in the Aquatics Manager's Report (See item 7a); the largest complaint/concern we receive from clients is regarding the showers.

Originally, we planned on scheduling this repair during our March closure, but with the delay of the grant projects, we are going to move this project up to sometime in February.

The pool will remain open, but we will request people shower before and after swimming at home or another site. We discovered the state health department's interpretation during Covid-19, which helped us provide more spacing during the pandemic. Staff will select a Thursday or Friday when the pool is less utilized to reduce impact to its users.

This information will be well publicized at least one full week before the closure on the website, email blasts and social media.

The attached estimate is a couple of months old, and the district was unable to get an updated estimate by the meeting. The District GM is suggesting a motion for \$12,500 to cover any escalation costs that may be included in the estimate. If the estimate is above \$12,500, the District GM will contact the board for approval. All approvals will follow district policy and state laws.

Fiscal Impact: Approximately, \$12,500 of \$88,500 in maintenance services, non-contracted budget line or 14% of budgeted line item.

Proposed Motion: I move to approve the District General Manager signing proposal 2024-373-LT for repairs of the gang showers of up to \$12,500.

Reviewed by Legal Counsel: Yes No X **Date:**

Two Touch Rule: To be determined. **Committee Review**
 01/28/2025 **First Board Meeting (Informational)**
 To be determined. **Second Board Meeting (Action)**

Action Taken: Adopted Rejected Postponed

Follow-up Needed: Yes No **Reporting Back Date:**

Notes:

- Proposal 2024 – 373 – LT: Gang Showers and Servo – old estimate

October 3, 2024

Proposal # 2024 – 373 – LT

Scott Romano
City of Des Moines
22722 19th Ave S
Des Moines WA 98198RE: Gang Shower Tubing and Servo Status
Site: MT RAINIER POOL

We recently responded to a service call. Listed below are items found on this call that need to be addressed. To be performed during normal and off working hours.

Some of the servomotors on the gang showers are failing and need to be replaced, the tubing is also starting to fail and should be replaced at the same time. If not done this could cause leaks.

- Set up and coordinate for work, showers will need to be down while performing this
- Arrive on site and take apart the gang shower heads
- Replace the tubing and the servomotors in both women's and men's locker rooms
- Make sure to label the shower buttons to the shower heads
- Test the shower buttons and shower heads
- Start and complete testing
- Cleanup and removal of our debris

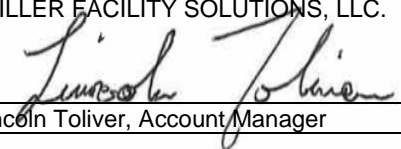
Total price Labor/Materials (**does not** include service call/work to date) **\$9,478.00 + tax**

If you have any questions regarding my proposed scope of work, please do not hesitate to call me at 206.768.3944. If you wish to approve this proposal and send to me by fax at 206.767.6773 or sign, scan and send to my email at link.toliver@macmiller.com

Unless otherwise stated above, this proposal excludes the following: expedited shipment, afterhours or overtime, sales tax and/or any mechanical deficiencies that may be found during these repairs, any labor to date, permits or engineered drawings, performance bonding.

Upon which this proposal is based. This proposal does not include, unless so stated, any applicable state or federal taxes. This proposal is subject to acceptance by purchaser within 30 days and subject to the terms and conditions stated on the following page.

MACDONALD-MILLER FACILITY SOLUTIONS, LLC.

Submitted by: 
Lincoln Toliver, Account Manager**Acceptance: I agree to the terms hereof and acceptance of this agreement.**

Name and Phone _____

Signature _____ Date _____

Terms and Conditions

Acceptance	By authorizing MacDonald-Miller Facility Solutions, LLC ("MMFS") to provide the services contemplated by this Agreement, Customer agrees to the terms and conditions herein stated, which shall prevail over any terms or conditions provided by Customer, unless MMFS specifically agrees in writing that such terms or conditions provided by Customer prevail. No sales representative, agent or employee of MMFS is authorized to alter, vary or waive any of these terms and conditions. Such changes require the written approval of an authorized officer of MMFS.
Scope of Obligations	MMFS shall provide only those services selected by Customer. MMFS shall not be under any obligation to provide services beyond those selected by Customer.
Obligations of Customer	Customer shall operate and maintain the equipment in accordance with instructions given by MMFS and the manufacturer and agrees to extend all reasonable cooperation requested by MMFS, including but not limited to personnel; premises; available building maintenance material, tools, ladders, etc.; and movement of items blocking normal access to required work. Customer shall promptly notify MMFS of any unusual or unsafe operating condition. MMFS shall have full and free access to the equipment to provide service. Customer shall provide a safe working environment and shall promptly notify MMFS of any unsafe or dangerous conditions.
Service Availability	MMFS agrees to provide service availability during normal business hours, i.e., 8:00 to 4:30 pm, Monday through Friday, holidays excepted, and service during non-normal business hours, if contracted for, at the hourly rate and terms, including vehicle charges or special assessments, then in effect by MMFS. If any emergency service call is made at Customer's request and inspection does not reveal any defect for which MMFS is responsible, Customer will be liable for regular emergency charges prevailing for such service. Customer acknowledges that there is a minimum charge of one (1) hour.
	If persons other than MMFS perform maintenance of or repair a unit of equipment, and as a result further repair by MMFS is required, such repairs will be made at MMFS's applicable time and material rates and terms then in effect. Maintenance or repair by any person other than MMFS may invalidate any applicable warranty by MMFS and/or manufacturer.
Charges and Terms	All maintenance contract charges will be invoiced in advance of work performed. All service repair, special project, and extra work will be progress invoiced. Payment is due upon receipt of invoice. Any balance due after 30 days shall bear interest at the maximum legal rate permitted from the invoice date. The title and right of possession to any materials or equipment remains with MMFS until MMFS has been paid in full all principal amounts and interest charges. Customer agrees to perform all acts necessary to protect and maintain this title and right of possession.
Taxes	Any taxes or fees applicable to the services contemplated by this Agreement are to be paid by the Customer. There will be added to all charges the amount of any present and future taxes or any other governmental charges now or hereafter imposed by existing or future laws with respect to any services rendered or parts supplied.
Video Capture	MMFS utilizes photography and video (with audio) capture as part of its normal service routine. Customer, on behalf of itself and of its employees and agents, consents to, acknowledges and accepts this practice and understands such content is the property of MMFS and the customer.
Exclusions	Maintenance service does not include: (a) water supply and drain beyond the subject equipment; (b) equipment housing, casing or enclosure; (c) electrical service beyond the equipment disconnect switch, light fixture or service requirements due to power failure; (d) damage caused by freezing; (e) work required by government codes, building and union regulations; (f) repair of damage or increase in service time resulting from accident, transportation, relocation, neglect, misuse, or other than ordinary use; (g) repair to equipment located in an unsuitable place of installation or an unsafe or hazardous environment; (h) emergency calls resulting from system design problems; (i) plumbing (unless added by Contract Rider); (j) non-moving or non-maintainable parts, heat exchangers (all styles), coils, ductwork, and boiler vessels; (k) all glycol for hydronic systems. Comprehensive coverage excludes obsolete components and systems and factory software. Refrigerant recharging is limited to the industry standard for normal annual leakage during routine maintenance.
	Customer warrants that the systems covered have received required regular maintenance and are in good working condition, and chemical and glycol levels of hydronic systems are at proper levels, and chemical feed equipment in working order. If repairs are found necessary upon initial inspection or initial seasonal start-up, repair charges will be submitted for approval (unless added by Contract Rider). Should these restoration charges be declined, those non-maintainable items will be eliminated from the program and the monthly maintenance price adjusted accordingly.
	MMFS will not be required to make safety tests or to install new attachments, additional controls or equipment as recommended or directed by any insurance company or governmental authority, or to make replacements contracted for with parts or devices of a different design for any reason.
Limitation of Liability	THE CUSTOMER AGREES THAT MMFS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, OR ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR ITS SUBJECT MATTER WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The customer agrees that MMFS's maximum liability for any acts or omissions arising from this Agreement shall not exceed \$15,000 or the amounts paid to MMFS under this Agreement in the 3 months prior to the date of the act or omission, whichever is less. MMFS shall not be responsible or liable for any loss, damages or delay in furnishing materials or failure to perform services when caused by fire, interruption of utility services, flood, acts of civil or military authorities, insurrection, terrorist act, riot, civil disorder, labor disturbances, or by any other cause which is unavoidable or beyond its control.
Warranty	MMFS warrants the parts and labor contemplated by this Agreement against defects in material and workmanship, under normal use and service, for a period of one (1) year. This warranty does not apply if Customer fails to immediately notify MMFS in writing of such defect or fails to take steps to prevent any defect from becoming more serious. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, MMFS DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OF NATURE, EXPRESS OR IMPLIED, AND DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES THAT ANY ORAL AGREEMENTS STATEMENTS AND REPRESENTATIONS MADE BY MMFS, ITS EMPLOYEES OR ITS AGENTS SHALL NOT CONSTITUTE A WARRANTY OF ANY KIND. FURTHER, CUSTOMER SPECIFICALLY AGREES THAT ALL WARRANTY RIGHTS, CLAIMS OR ACTIONS, AND ALL CLAIMS FOR DAMAGES OR REPAIRS, EXCEPT THOSE STATED HEREIN, ARE EXPRESSLY WAIVED AND ARE NOT APPLICABLE, AND THAT IT HAS NO CLAIMS FOR WARRANTIES, MISREPRESENTATIONS, BREACH OR DAMAGES EXCEPT AS EXPRESSLY SET FORTH HEREIN.
Restriction on Hiring	If within 180 days after this Agreement terminates or is no longer effective for any reason Customer employs or retains as an independent contractor any present or former employee of MMFS who performed any services under this Agreement, Customer agrees to pay MMFS a sum equal to 6 months service charge, as a reasonable reimbursement to MMFS for its expenses in training and familiarizing the employee with Customer's system.
Default	If Customer does not pay any amount due arising from this Agreement, or breaches any of the terms of this Agreement, MMFS may, in addition to any other legal remedies it may have, refuse to continue to service the equipment or terminate this Agreement.
Term	If this Agreement is an annual agreement, it shall remain in effect from year to year or until canceled by either party on 30 days written notice. Prices will be subject to periodic changes due to change in labor and material rates.
Indemnification	Customer agrees to defend, indemnify, and hold MMFS harmless from any and all claims, demands, losses, liabilities, and damages (including but not limited to attorney fees) alleged to arise out of and to the extent of Customer's acts or omissions.
General	This Agreement shall be governed by the laws of the State where the work was done. Either party may terminate this Agreement at any time for failure of the other to comply with any of its terms and conditions. Customer represents that they are the owner of the equipment or, if not the owner, they have authority to enter into this Agreement. In the event any party shall bring suit or action against the other for relief arising out of this Agreement, the prevailing party shall have and recover against the other party all court costs, disbursements, and a reasonable attorneys' fees, costs, and expenses. Customer consents and agrees to jurisdiction and venue of any proceeding in the District or Superior Court of the State of Washington for King County at MMFS's election. MMFS's rights and obligations under this Agreement may not be assigned without its written consent. This Agreement constitutes the final, complete, and exclusive agreement between MMFS and Customer and supersedes all prior or contemporaneous agreements, representations, understandings, and promises, oral or written, between the parties.

Des Moines Pool Metropolitan Park District

AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 9 Assigned to: Board President Meeting Date: January 28, 2025

Under: Meeting End Attachment: None

Subject: Good of the Order

Background/Summary:

1. Good of the Order: Around the table for board and staff to share any updates outside of the regular business on the agenda.

2. Next board meeting (unless special meeting scheduled):

- *Special Meeting (if needed)*
- *February 25, 2025, Regular "Hybrid" Board Meeting, 7:00 p.m., Location DMPMPD Office (22015 Marine Drive So. #2B, Des Moines, WA)*
- *March 25, 2025, Regular "Hybrid" Board Meeting, 7:00 p.m., Location DMPMPD Office (22015 Marine Drive So. #2B, Des Moines, WA)*

3. End of Meeting:

Fiscal Impact: _____

Proposed Motion: No motion necessary.

Reviewed by Legal Counsel: Yes _____ No _____ Date: N/A

Two Touch Rule: N/A Committee Review
N/A First Board Meeting (Informational)
N/A Second Board Meeting (Action)

Action Taken: Adopted _____ Rejected _____ Postponed _____

Follow-up Needed: Yes _____ No _____ Reporting Back Date: _____

Notes:

- No attachments.