

#### **Des Moines Pool Metropolitan Park District**

#### 22015 Marine View Drive South

December 15, 2020 7:00 p.m. Regular Meeting *(Remote Meeting)/*Public Hearing

Due to COVID-19 all district meetings are held remotely. If you wish to listen in, please do so at 1 877-309-2073 access code 941-035-925. Public comment can be made by email to <u>info@mtrainierpool.com</u>. See stipulations below. For more information email Linda Ray at <u>linda.ray@desmoinespool.org</u> or call us at (206) 429-3852.

#### AGENDA

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

- 7:03 2. PLEDGE OF ALLEGIANCE
- 7:06 3. ADOPTION/MODIFICATIONS OF AGENDA
- 7:09 4. ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS

#### 7:12 5. PUBLIC COMMENT (Please Limit to Three [3] Minutes)

<u>Remote Meeting</u>: If you wish to make public comment, please submit in writing via email to <u>info@mtrainierpool.com</u> by Noon on Tuesday, December 15th. 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.

#### 7:15 6. CONSENT AGENDA

#### a. EXPENDITURE/REVENUE SUMMARY

#### **b. STAFF/CONTRACTOR/COMMITTEE REPORTS**

Board Committees

District General Manager Administration Report

#### c. ADOPTION OF MINUTES

November 10, 2020, Special Meeting

November 17, 2020, Regular Meeting

#### d. CORRESPONDENCE

None

#### e. BANK TRANSFERS (REVENUE)

\$2,703.78 was received in the month of November 2020

#### f. VOUCHER APPROVAL

\$73,415.11 was processed in November 2020 for warrant requests

#### g. KING COUNTY ELECTRONIC FUNDS TRANSFERS (EXPENSES)

\$40,793.45 was processed in November 2020 for payroll

#### 22015 Marine View Drive South, Suite 2B, Des Moines WA 98198 (Physical Location) 22722 19<sup>th</sup> 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 remotely due to COVID-19. See the information above to join a meeting. If you have any questions, please contact Linda Ray, District Clerk, 206.429.3852.

#### 7. OLD BUSINESS

- 7:20 a. Resolution 2020-08, Acknowledging Racism
- 7:35 b. Resolution 2020-15, Capital Reserve Transfer
- 7:50 c. Re-opening Update
- 8:05 d. Levy and Budget Certification Follow-up

#### 8. NEW BUSINESS

- a. Architect of Record RFQ
- 8:35 b. Highline School District Lease
- 8:50 c. January Retreat

#### UPCOMING MEETINGS

2021 Meetings TBD

#### ADJOURNMENT

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## AGENDA ITEMS SUMMARY SHEET

Agenda Item #:       6a-g       Assigned to:       Clerk of the Board       Meeting Date:       December 15, 2020
Under: Consent Agenda Attachment: Yes
Subject: Consent Agenda
<b>Background/Summary:</b> To improve process and better utilize time, the following items have been moved to the Consent Agenda:
Item 6a: Financial Summary— <b>Expenditures</b> November 2020: Total <b>\$114,399.25</b> Admin Expenditures = \$25,261.15 Ops Expenditures = \$38,473.30 Capital Expenditures = \$50,664.80
Revenue         November 2020: Total \$67553.15           Property Taxes & Interest = \$64,849.28         Misc Revenue = \$90.78         MRP Revenue = \$2,613.00
Item 6b: Staff/Committee Reports <ul> <li>District General Manager Administration Report</li> </ul>
<ul> <li>Item 6c: Adoption of Minutes</li> <li>November 10, 2020, Special Meeting Minutes</li> <li>November 17, 2020, Regular Meeting Minutes</li> </ul>
Item 6d: Correspondence – None
Item 6e: Bank Transfers (MRP Revenue) reported above
<ul> <li>Item 7f: Voucher Approval - The following voucher/warrants totaling \$73,415.11 were approved for payment</li> <li>\$58,660.49 was processed on November 2, 2020</li> <li>\$799.81 was processed on November 6, 2020</li> <li>\$6,603.89 was processed on November 16, 2020</li> <li>\$7,350.92 was processed on November 20, 2020</li> </ul>
<ul> <li>Item 6g: Funds Transfers (Payroll) - The following Electronic Transfers to King County totaling \$40,793.45 were processed for payment</li> <li>\$18,283.88 approved for payroll on November 6, 2020</li> <li>\$22,509.57 was approved for payroll on November 20, 2020</li> </ul>
A total of <b>\$114,208.56</b> was processed in November 2020 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
<b>Proposed Motion:</b> I move to approve (or not to approve) the Consent Agenda including the vouchers and electronic transfer requests processed in November 2020 totaling <b>\$114,208.56</b> .
Reviewed by District Legal Counsel: Yes Nox Date:
Two Touch Rule:         N/A         First Board Meeting (Informational)           N/A         Second Board Meeting (Action)
Action Taken: Adopted Rejected Postponed
Follow-up Needed: YesNoX Report back date:
Notes:

## 2020 REVENUE -- November 2020

Account #	Reference	Nov 2020	Dec 2020	YTD Balance	2020 Budget	Budget Balance
	General Fund Taxes					
001-000000-311-11-00-00	Property Taxes	\$63,854.50		\$1,051,513.37	\$0.00	\$0.00
001-000-000-311-11-00-01	Timber Harvest Tax	\$0.09		\$0.09	\$0.00	\$0.00
001-000-000-317-20-00-00	Leasehold Excise Tax	\$0.00		\$2,480.76	\$0.00	\$0.00
	Total General Fund	\$63,854.59	\$0.00	\$1,053,994.22	\$0.00	\$0.00
	Charges for Goods and Services					
001-000-000-347-60-00-00	Normandy Pk - Pool Use Fee (annual)	\$0.00		\$0.00	\$25,000.00	\$0.00
	Total Charges for Goods and Services			\$0.00	\$25,000.00	\$0.00
	Miscellaneous Revenues					
001-000-000-361-11-00-00	Investment Interest	\$994.78		\$16,346.73	\$0.00	\$0.00
001-000-000-367-00-00-01	Contributions/Donations ( to Scholarships)	\$0.00		\$103.00	\$0.00	\$0.00
001-000-000-369-81-00-00	Cash Over/Shorts (Refunds)	\$0.00		\$0.00	\$0.00	\$0.00
001-000-000-369-81-00-02	Misc Revenue	\$90.78		\$22,522.53	\$0.00	\$0.00
001-000-000-369-81-00-03	MRP Cash Deposits	\$308.00		\$30,122.75	\$0.00	\$0.00
001-000-000-369-81-00-04	MRP Credit Card Deposits and Refunds	\$2,305.00		\$28,309.30	\$0.00	\$0.00
001-000-000-369-81-00-05	Reimbursements (Fitness Specialists)	\$0.00		\$1,039.00	\$0.00	\$0.00
	Total Revenue	\$3,698.56	\$0.00	\$98,443.31	\$0.00	\$0.00
	Capital Projects/Reserve					
301-000-000-397-00-00-00	Transfer from General Fund - Capital	\$0.00		\$0.00	\$175,000.00	\$175,000.00
001-000-000-397-00-00-00	Transfer from Capital Projects Fund	\$0.00		\$0.00	\$0.00	\$0.00
	Total Capital Projects/Reserve	\$0.00	\$0.00	\$0.00	\$175,000.00	\$175,000.00
	Grand Total Revenue	\$67,553.15	\$0.00	\$1,152,437.53	\$200,000.00	-\$952,437.53

# 2020 EXPENDITURES -- November 2020

#### Beginning Monthly Balance = \$1,130,132.23

Ending Monthly Balance = \$1,480,676.87

Category/ Acct #	Reference	Nov 2020	Dec 2020	YTD Expense	2020 Budget	Budget Balance	% of Budget
Salaries & Wages							
001-000-000-576-20-10-00	Commissioners - Subsidies	\$629.50		\$8,288.64	\$12,800.00	4,511.36	65%
001-000-000-576-20-10-01	District Manager - Wage	\$6,273.87		\$67,430.89	\$98,365.00	30,934.11	69%
001-000-000-576-20-10-02	District Clerk -Wage	\$1,834.17		\$20,135.46	\$27,037.50	6,902.04	74%
001-000-000-576-21-10-01	76-21-10-01 Aquatics Mgr -Wage			\$46,944.72	\$71,997.00	25,052.28	65%
001-000-000-576-21-25-02	Aquatic Coordinator	\$4,354.90		\$38,229.62	\$105,000.00	66,770.38	36%
001-000-000-576-21-30-01	Lifeguards	\$12,666.26		\$90,909.77	\$190,000.00	99,090.23	48%
001-000-000-576-21-30-02	Instructors	\$1,019.93		\$5,583.40	\$40,000.00	34,416.60	14%
001-000-000-576-21-32-02	Head Lifeguards	\$33.91		\$18,723.66	\$33,742.80	15,019.14	55%
001-000-000-576-20-21-19	Payroll Taxes	\$9,480.99		\$94,338.02	\$169,000.00	74,661.98	56%
001-000-000-576-21-33-04	Overtime (OT)	\$0.00		\$0.00	\$1,500.00	1,500.00	0%
001-000-000-576-21-33-05	Family Medical Leave (FMLA)	\$0.00		\$0.00	\$868.20	868.20	0%
001-000-000-576-21-33-00	Sick Pay	\$318.11		\$6,426.95	\$12,942.98	6,516.03	50%
	Total Salaries & Wages	\$40,706.30	\$0.00	\$390,584.18	\$750,310.50	366,242.35	52%
Personal Benefits							
001-000-000-576-20-22-30	Personal Benefits (AWC/DRS)	\$2,185.64		\$30,731.34	\$35,728.00	4,996.66	86%
001-000-000-576-20-22-40	Fringe Benefits (Car, Mileage)	\$135.00		\$1,350.00	\$2,000.00	650.00	68%
	Total Personal Benefits	\$2,320.64	\$0.00	\$32,081.34	\$37,728.00	\$5,646.66	85%
Office Supplies							
001-000-000-576-20-31-00	District Office Supplies	\$0.00		\$1,402.06	\$5,000.00	3,597.94	28%
001-000-000-576-21-35-04	Office Equipment (non-capitalized-SAA)	\$0.00		\$834.63	\$3,500.00	2,665.37	24%
001-000-000-576-20-35-01	Computer Equipment (Non-capitalized)	\$190.40		\$205.79	\$5,500.00	5,294.21	4%
	Total Office Supplies	\$190.40	\$0.00	\$2,442.48	\$14,000.00	11,557.52	17%
Maintenance & Repair S	uppling						
	Maintenance Supplies and Small Tools	¢0.00		¢4 400 40	\$3,000.00	1,593.90	470/
001-000-000-576-21-31-00 001-000-000-576-21-35-02	Janitorial Supplies	\$0.00 \$0.00		\$1,406.10 \$3,139.23	\$5,000.00	1,860.77	47% 63%
001-000-000-370-21-33-02	Total Maintenance & Repair Supplies	\$0.00 \$0.00	\$0.00	\$4,545.33	\$8,000.00	3,454.67	57%
Pool Supplies							
001-000-000-576-20-40-00	Employee Recognition	00.00		\$120.87	\$1,200.00	1,079.13	10%
001-000-000-576-20-40-00	Pool Chemicals	\$0.00			\$20,000.00	18,100.78	9%
001-000-000-576-21-35-01	Special Pool Events	\$0.00 \$43.34		\$1,899.22 \$633.04	\$2,750.00	2,116.96	23%
001-000-000-576-21-42-06	Uniforms &Clothing	\$0.00		\$0.00	\$500.00	500.00	23%
001-000-000-576-21-42-00	First Aid Supplies (see COVID)	\$0.00		\$0.00	\$300.00	300.00	0%
001-000-000-576-21-49-01	Lifeguard Supplies & Equip	\$0.00		\$2,696.40	\$1,000.00	(1,696.40)	270%
001-000-000-370-21-49-01	Total Pool Supplies	\$100.42 \$149.76	\$0.00	\$5,349.53	\$25,750.00	20,400.47	270% 21%
Scholarships	Faith Callahan	<b>*0 00</b>		<b>\$4</b> 577 04	<b>#40,000,00</b>	16,422.06	00/
001-000-000-576-20-40-20	Total Scholarships	\$0.00	¢0.00	\$1,577.94	\$18,000.00	16,422.00	9%
	Total Scholarships	\$0.00	\$0.00	\$1,577.94	\$18,000.00	16,422.06	9%
Pool Equipment							
001-000-000-576-21-35-06	Equipment - BecSys PRobes (ER&R)	\$0.00		\$0.00	\$5,500.00	5,500.00	0%
001-000-000-576-21-35-11	Ceiling Tile Replacement (ER&R)	\$0.00		\$0.00	\$2,000.00	2,000.00	0%
001-000-000-576-21-35-12	ADA Pool Stairs (ER&R)	\$0.00		\$0.00	\$6,000.00	6,000.00	0%
001-000-000-576-21-35-13	Emergency Lighting Replacement (ER&R)	\$0.00		\$0.00	\$2,200.00	2,200.00	0%
	Total Pool Equipment		¢0.00				
		\$0.00	\$0.00	\$0.00	\$15,700.00	15,700.00	0%
Professional Svcs - Fro	nt Offe						
001-000-000-576-20-41-01	Consulting Contracts	\$0.00		\$0.00	\$10,000.00	10,000.00	0%
001-000-000-576-20-41-01	Legal Services Contract (Snure)	\$937.50		\$10,660.50	\$14,000.00	3,339.50	76%
001-000-000-576-20-41-04	Financial Management Software - VisionMS	\$0.00		\$980.03	\$7,700.00	6,719.97	13%
001-000-000-576-20-41-05	IT Admin/Computer Services (CMIT)	\$1,226.00		\$13,554.75	\$22,500.00	8,945.25	60%
001-000-000-576-20-49-10	Printing/Copying (Canon)	\$112.92		\$1,378.36	\$5,250.00	3,871.64	26%
001-000-000-576-21-42-02	Scheduling Software	\$0.00		\$2,400.00	\$0.00	(2,400.00)	2070
	-	<b>\$0.00</b>		÷=, .00.00			

Category/ Acct #	Reference	Nov 2020	Dec 2020	TD Expense			% of Budget
001-000-000-576-21-42-03	Recreation Mgmt Software (CivicRec)	\$0.00		\$4,950.00	\$5,445.00	495.00	91%
001-000-000-576-21-42-04	Credit Card Transactions (Authorize.net)	\$40.30		\$456.70	\$1,500.00	1,043.30	30%
001-000-000-576-21-42-05	Payroll/HR (Heartland)	\$401.50		\$4,317.25	\$7,700.00	3,382.75	56%
001-000-000-576-21-42-08	Water/Coffee (Mountain Mist)	\$52.80		\$795.42	\$3,000.00	2,204.58	27%
	Total Prof Services-Front Offc	\$2,771.02	\$0.00	\$39,493.01	\$77,095.00	37,601.99	51%
Professional Svcs - Mair	ntenance						
001-000-000-576-20-41-09	Janitorial Services-District Office	\$90.00		\$1,388.00	\$2,160.00	772.00	64%
001-000-000-576-21-31-01	Custodial	\$0.00		\$0.00	\$3,245.00	3,245.00	0%
001-000-000-576-21-31-02	CO2 Services (Central Welding)	\$292.79		\$3.962.93	\$1,000.00	(2,962.93)	396%
001-000-000-576-21-41-20	Gutter and Roof Management	\$0.00		\$0.00	\$3,300.00	3,300.00	0%
001-000-000-576-21-48-02	Rekey Services (Bill's Locksmith)	\$0.00		\$0.00	\$1,000.00	1,000.00	0%
001-000-000-576-21-41-30	Landscaping Services (NW Landscape)	\$548.91		\$6,786.01	\$6,798.00	11.99	100%
001-000-000-576-21-48-10	Maintenance Contract (MacD-Miller)	\$0.00		\$13,721.40	\$20,119.52	6,398.12	68%
001-000-000-576-21-48-11	Maintenance Contract (Aquatic Specialty)	\$170.51		\$1,689.84	\$3,000.00	1,310.16	56%
001-000-000-370-21-40-11	Total Prof Services-Maintenance	\$1,102.21	\$0.00	\$27,548.18	\$40,622.52	13,074.34	68%
	Total FTOI Services-maintenance	φ1,102.21	<b>\$0.00</b>	φ <b>27,</b> 546.16	\$40,022.52	13,074.34	00 /0
Repairs & Maintenance							
•	Maintonanaa Carviaga (non contracted)	<b>*</b> ( ) <b>*</b>		A00 015 70	¢100.000.00	66 794 00	2001
001-000-000-576-21-48-00	Maintenance Services (non-contracted)	\$41.89		\$33,215.78	\$100,000.00	66,784.22	33%
001-000-000-576-21-48-01	Office/IT Equipment Repairs	\$0.00		\$68.36	\$2,000.00	1,931.64	3%
	Total Repairs & Maintenance	\$41.89	\$0.00	\$33,284.14	\$102,000.00	\$68,715.86	33%
<b>.</b>							
Communications							
001-000-000-576-20-41-02	Web Design & Maintenance	\$150.00		\$4,047.50	\$2,000.00	(2,047.50)	202%
001-000-000-576-20-41-10	MS Suscription MS Office 365	\$209.00		\$2,513.09	\$6,000.00	3,486.91	42%
001-000-000-576-20-42-00	Postage & Mailing	\$70.41		\$401.29	\$1,000.00	598.71	40%
001-000-000-576-20-42-01	Telephone/Internet Services (Comcast)	\$226.02		\$4,537.79	\$6,750.00	2,212.21	67%
001-000-000-576-20-42-02	Cell Phone (Google Fi)	\$158.45		\$975.68	\$1,500.00	524.32	65%
001-000-000-576-20-42-03	Work Email Accounts (Google Suite)	\$33.00		\$370.08	\$500.00	129.92	74%
001-000-000-576-20-42-04	Email Notification System (CampaignMonitor)	\$59.00		\$620.00	\$840.00	220.00	74%
	Total Communications	\$905.88	\$0.00	\$13,465.43	\$18,590.00	5,124.57	72%
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Training & Travel							
001-000-000-576-20-43-10	Travel Expenses (Mileage, Tolls)	\$0.00		\$182.36	\$1,500.00	1,317.64	12%
001-000-000-576-21-43-01	Travel Expenses (Lodging, Per Diem)	\$0.00		\$0.00	\$1,000.00	1,000.00	0%
001-000-000-576-21-43-02	Training (LGI/WSI Certs)	\$0.00		\$1,427.91	\$2,500.00	1,072.09	57%
001-000-000-576-21-43-03	Certifications (non WSI)	\$0.00		\$0.00	\$3,000.00	3,000.00	0%
001-000-000-576-21-43-04	In Service Supplies (Internal Training)	\$0.00		\$148.57	\$2,500.00	2,351.43	6%
001-000-000-576-21-43-04	Swim Lessson Licensing (Amer Red Cross)	\$0.00		\$0.00	\$1,500.00	1,500.00	0%
	Management Staff Training				\$2,500.00	48.00	98%
001-000-000-576-21-43-07		\$0.00	¢0.00	\$2,452.00			
	Total Training & Travel	\$0.00	\$0.00	\$4,210.84	\$14,500.00	10,289.16	29%
Advertising							
001-000-000-576-20-41-07	District Advertising	\$0.00		\$3,946.85	\$22,500.00	18,553.15	18%
001-000-000-576-20-41-13	Sponsorship Supported	\$0.00		\$0.00	\$2,000.00	2,000.00	0%
001-000-000-576-20-42-05	Bulk Mailing - District Postcard	\$0.00		\$0.00	\$4,000.00	4,000.00	0%
001-000-000-576-20-49-09	Bulk Printing - District Postcard	\$0.00		\$0.00	\$2,200.00	2,200.00	0%
001-000-000-576-21-41-04	Ad Design	\$0.00		\$3,742.54	\$500.00	(3,242.54)	749%
	Total Advertising	\$0.00	\$0.00	\$7,689.39	\$31,200.00	23,510.61	25%
			+0.00	<i>•••</i> ,••••••	<i>•••</i> .,=••••••		2070
Rentals & Leases							
001-000-000-576-20-45-00	District Office Rental (Zen)	\$717.50		\$7,892.50	\$12,500.00	4,607.50	63%
001-000-000-576-20-45-01	Storage Rental (AAAA)	\$275.00		\$2,750.00	\$3,600.00	850.00	76%
001-000-000-576-20-45-02	Miscellaneous Rentals	\$0.00		\$1,194.61	\$2,500.00	1,305.39	48%
	Total Rentals & Leases	\$992.50	\$0.00	\$11,837.11	\$18,600.00	6,762.89	64%
		<b>+••</b> ••		•••,•••••	<i><b>•</b><i>••</i><b>•</b><i>•</i><b>•</b><i>•</i><b>•</b><i>•</i><b>•</b><i>•••••••••••••</i></i>	•,• •=•••	• • • •
Utilities							
001-000-000-576-21-47-00	Electricity (PSE)	\$10,550.93		\$58,856.81	\$75,000.00	16,143.19	78%
001-000-000-576-21-47-02	Water (Highline)	\$0.00		\$7,408.98	\$9,000.00	1,591.02	82%
001-000-000-576-21-47-03	Garbage/Recycling (Recology)	\$770.54		\$4,208.19	\$4,200.00	(8.19)	100%
001-000-000-576-21-47-04	Sewer (Midway)	\$1,798.58		\$4,182.56	\$3,000.00	(1,182.56)	139%
	Total Utilities	\$13,120.05	\$0.00	\$74,656.54	\$91,200.00	16,543.46	82%
Incurance						,	0270
Insurance		<b>*</b> *		<b>*</b> ( <b>* * * * *</b>	¢16,000,00	2 669 00	
001-000-000-576-20-46-00	Insurance - WCIA, AWC	\$0.00		\$12,332.00	\$16,000.00	3,668.00	77%
	Total Insurance	\$0.00	\$0.00	\$12,332.00	\$16,000.00	3,668.00	77%
Miscellaneous							
001-000-000-576-20-41-12	AMG Liabilities	\$0.00		¢0.00	\$500.00	500.00	0%
				\$0.00			
001-000-000-576-20-49-07	Misc. Services/Discrepancies	\$118.61		\$3,258.27	\$1,000.00	(2,258.27)	326%
001-000-000-576-20-49-08	Printing & Copying (Outside Vendors)	\$0.00		\$255.94	\$1,500.00	1,244.06	17%
001-000-000-576-20-49-60	Dues/Membershp/Subscriptions	\$0.00		\$3,220.58	\$2,625.00	(595.58)	123%
001-000-000-576-20-51-50	Fingerprinting/Background checks	\$0.00	** **	\$696.00	\$1,750.00	1,054.00	40%
	Total Miscellaneous	\$118.61	\$0.00	\$7,430.79	\$7,375.00	(55.79)	101%

Category/ Acct #	Reference	Nov 2020	Dec 2020	YTD Expense	2020 Budget	Budget Balance	% of Budget
Intergovernmental Servi	ices						
001-000-000-576-20-41-11	State Audit	\$0.00		\$4,554,36	\$6,000.00	1,445.64	76%
001-000-000-576-20-51-00	Election Costs	\$0.00		\$15,426.01	\$30,000.00	14,573.99	
001-000-000-576-20-51-02	Inspections (Fire Ext)	\$0.00		\$0.00	\$1,000.00	1,000.00	
001-000-000-576-20-51-03	B&O Tax/Agency (DOR)	\$0.00		\$643.48	\$1,000.00	356.52	64%
001-000-000-576-20-51-10	Services Contract - City of Des Moines	\$0.00		\$805.80	\$5,000.00	4,194.20	16%
001-000-000-576-21-49-20	Permits and Fees (KCHD, CoDM, Cash Mgmt)	\$909.40		\$3,111,22	\$1,000.00	(2,111.22)	311%
	Total Intergov Services	\$909.40	\$0.00	\$24,540.87	\$44,000.00	19,459.13	56%
COVID-19							
001-000-000-576-20-31-00	Office Supplies	\$13.17		\$1.041.04	\$0.00	(1,041.04)	0%
001-000-000-576-20-43-00	Training/Conferences	\$135.00		\$685.00	\$0.00	(685.00)	0%
001-000-000-576-21-31-01	Custodial	\$0.00		\$3,900.00	\$3,245.00	(655.00)	120%
001-000-000-576-21-35-02	Janitorial Supplies	\$0.00		\$850.13	\$0.00	(850.13)	0%
001-000-000-576-21-43-06	First Aid Supplies	\$257.62		\$2,254.02	\$0.00	(2,254.02)	0%
001-000-000-576-21-49-01	Lifeguard Supplies	\$0.00		\$1,405.88	\$0.00	(1,405.88)	0%
001-000-000-576-20-49-07	Misc Services/Discrepancies	\$0.00	** **	\$284.25	\$0.00	(284.25)	0%
	Total COVID-19	\$405.79	\$0.00	\$10,420.32	\$3,245.00	(7,175.32)	0%
Capital							
001-000-000-594-76-41-01	Capital - Permits, Fees, Inspections	\$0.00		\$0.00	\$1,250.00	1,250.00	0%
001-000-000-594-76-41-03	Capital - Architects/Engineers	\$50,664.80		\$50,664.80	\$7,500.00	(43,164.80)	676%
301-000-000-397-00-00-00	Transfer From General Fund to Capital	\$0.00		\$0.00	\$75,000.00	75,000.00	0%
001-000-000-594-76-42-03	Heat Exchanger (MacDonald Miller)	\$0.00	\$0.00	\$32,755.80	\$51,000.00	18,244.20	64%
	Total Capitals	\$50,664.80	\$0.00	\$83,420.60	\$134,750.00	\$51,329.40	
	TOTAL ADMINISTRATION	\$25,261.15	\$0.00	\$346,349.46	\$575,505.50	229,156.04	60%
	TOTAL OPERATIONS	\$38,215.68	\$0.00	\$380,445.61	\$752,408.50	371,962.89	51%
	TOTAL CAPITAL	\$50,664.80	\$0.00	\$50,664.80	\$51,000.00	335.20	99%
		\$114 144 CO	¢0.00	\$705 004 00	¢4 204 674 00	¢660.300.45	53%
		\$114,141.63	\$0.00	\$725,824.90	\$1,381,671.02	\$662,362.15	4

## **DES MOINES POOL METROPOLITAN PARK DISTRICT**

Date:	Friday, December 11, 2020
To:	District Board Commissioners
From:	Scott Deschenes, District General Manager
Subject:	November 14, 2020 to December 4, 2020 District General Manager
Report	

#### Week Ending November 14, 2020

#### **NOVEMBER 17 BOARD MEETING**

Linda sent packet on Friday. I needed the extra time to finalize the information from your questions on Tuesday (November 17). Linda has sent the packet and login information. It will be posted at the pool and office on Saturday.

Please join my meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/873353277

**You can also dial in using your phone.** United States (Toll Free): <u>1 866 899 4679</u> United States: <u>+1 (571) 317-3116</u>

Access Code: 873-353-277

And here is the link to the packet. https://mtrainierpool.com/wp-content/uploads/20201117-Regular-Meeting-Packet.pdf

#### **GOVERNOR'S ORDERS EXTENDED**

The governor's orders on OPMA were extended through December 7. See email from legal below.

Proclamation 20-28.12 was issued late in the day on November 10, 2020. The Proclamation continued the current status quo through **December 7, 2020.** 

## In person Board of Commissioner meetings continue to be prohibited through <u>December 7</u>, <u>2020</u> for counties in Phase 1 and Phase 2.

If your County is in Phase 3 you may hold conduct in person meetings if you comply with the requirements set forth below (a full discussion is included Proclamation 20-28.12 attached).

As an exception to the above prohibition, public agencies holding public meetings in counties currently in Phase 3 of the Safe Start Washington Phased Reopening County-by-County Plan may, at their option and in addition to hosting the remote meeting elements described above, include an in-person component to a public meeting if all of the following requirements are followed:

a) Compliance with all provisions of the Safe Start Washington Phased Reopening County-by-County Plan found here, including but not limited to the requirements that in-person gatherings are limited to 50 persons, and that all attendees are required to be separated by six feet;

b) Compliance with all provisions of Proclamation 20-25 et seq. Safe Start-Stay Healthy,

c) Compliance with the Order of the Secretary of Health 20-03;

*d)* Notice of the physical location shall be included as required by RCW Chapter 42.30;

*e)* If an in-person component public meeting is offered, any person wishing to attend the public meeting in person must be able to do so at a physical location meeting all requirements herein, either in a primary meeting location or an overflow physical location that provides the ability for all persons attending the meeting to hear each other at the same time; and

*f)* If at any time during the public meeting the in-person component cannot comply with each of the requirements herein, the public meeting (to include the telephonic/remote access portions) must be adjourned, continued, or otherwise terminated. When compliance is restored, the meeting may resume.

https://www.governor.wa.gov/sites/default/files/proclamations/proc\_20-28.12.pdf

#### STATE RESTRICTIONS UPDATE

It looks like we might have more restrictions coming next week. There are also travel restrictions that Governor Inslee announced on Thursday, November 12.

https://www.king5.com/article/news/health/coronavirus/washington-coronavirus-travel-advisory-selfguarantine/281-6f655e2b-2f30-47bf-a505-7c1c5d2efcee

#### **DECEMBER SCHEDULE UPDATE**

We are planning on adding a December update with additional hours and swim team information. We will update you at the board meeting on Tuesday.

#### SMAC SWIM TEAM

We met with SMAC on Monday, November 9 to discuss working together on scheduling. We will present more information on this at the November 17<sup>th</sup> meeting. Their representative needs to check back with us before scheduling. This is needed before we set the December schedule.

#### SWIM LESSONS

We are planning on adding swim lessons back in early 2021. Below is some feedback we received from the WRPA Aquatics Group on the PPE visors that were recommended by Washington DOH.

I have had quite a few emails asking about mask guidelines. Many members are finding a face shield with drape, both hard to source and to use in the water. When I reached out to the DOH about alternatives they said we could either use that or a "high risk" category mask. These "high risk" masks are completely unusable in the water so at this point we are stuck with the face shield with drape. I have reached out to L&I to try to find a solution. As a reminder only teachers who are making close contact need to wear these faceshields. If teachers are out of the water AND maintaining social distancing (such as a high level swim teacher or water exercise teacher) they only need to wear a regular cloth mask. – From WRPA Aquatics Chair Email – 11/6/20

We are continuing to prepare to offer social-distancing swim lessons.

#### **MALICIOUS BOT**

We have a bot that has been sending emails to our email notification list. Although it does not automatically sign people up for the list, it does flood our general email with notifications. We are adding Captcha to eliminate this issue. Btwon resolved the issue on Friday. <u>https://mtrainierpool.com/</u>

#### WRPA AQUATICS GROUP

Dominic and Lauryne attended the WRPA Aquatics Group on Thursday. The group discussed the issues with swim lessons during COVID-19 and the ways pools are offering services. Lauryne (Aquatics Coordinator) was named vice chair of this group at a previous meeting.

#### PARKS AND RECREATION BALLOT RESPONSES

Doug Levy is WRPA's lobbyist. Below is from an email that he shared on ballot responses from around the state.

#### Washington local ballot measures:

It was a good year for local parks and rec measures with only two failing and ten passing—including two new parks districts.

#### Two new parks districts formed:

- City of Odessa
- Kittitas County Metro Parks District

#### Eight additional measures passed:

- Endicott
- Garfield
- Tekoa
- Oakesdale
- Ritzville
- Prescott
- Si View measures 1 & 2

Two measures failed: Grant County: Electric City Ice Age Park

Transportation measures with bike/ped components that passed: Bellingham Transportation Fund Seattle Transportation Benefit District

#### **TEMPERATURE CHECK STATION**

We have purchased a standing temperature check station that Bainbridge Island MPD uses for swim lessons. We are working on fine-tuning the process before instituting it.

#### **MRSC COVID-19 RESPONSES**

I have not posted this for a while, but here is MRSC's webpage on all information about COVID-19. http://mrsc.org/Home/Explore-Topics/Public-Safety/Emergency-Services/Public-Health-Emergencies.aspx

#### RESEARCH

- 8 Things to Know About Vaccine Planning (CDC) <u>https://www.cdc.gov/coronavirus/2019-ncov/vaccines/8-things.html</u>
- Federal Way's People of Color Look for Seek a Voice at the Table <u>https://www.federalwaymirror.com/news/federal-ways-people-of-color-seek-a-voice-at-the-table/</u>
- Field House in Auburn Waiting on COVID-19 Before Fully Opening Complex in Auburn <u>https://www.kentreporter.com/sports/fieldhouseusa-waiting-on-covid-19-to-fully-open-complex-in-auburn/</u>
- Puget Sound Regional Growth Draft Centered Around Transit -<u>https://www.theurbanist.org/2019/09/05/puget-sound-regional-growth-draft-plan-centered-around-transit/</u>

## Week Ending November 20, 2020

#### **BOARD MEETING FOLLOW-UP**

I have started working on the items you have tasked me to do. I should have more information in the next couple of weeks.

Linda is in the process of getting signatures for the resolutions. Once we get the signatures, we will submit them to King County.

#### SAFETY PLAN UPDATE

The Safety Plan has been updated to include the COVID-19 testing of new and returning employees. It is posted on our website.

https://mtrainierpool.com/wp-content/uploads/COVID-19-Exposure-Control-and-Recovery-Plan-Safety-Plan-Updated-08122020.pdf

#### STATE WATER RECREATION FACILITIES UPDATE

As we discussed at the meeting, there would be more clarification coming through this week. We received more clarification from Mark Feeney (WRPA Aquatics Group, Chair) and Jun N (State DOH Water Recreation Facilities, Program Manager. Luckily, it will not affect us at this time, nor the programming we hope to start soon.

#### From Mark:

I have forwarded an update from Jun to the aquatics community and local health districts. This reiterates that swim teams, swim lessons, water fitness, and open swims can continue. However water polo, which is flagged as a 'high risk' sport by the state, is no longer allowed inside or outside. Swim meets have also been banned, i had already heard that all of PNS swimming was going to stop swim meets anyway, so that impact should be lessened. Let me know if you have any questions, things are changing day by day.

#### From Jun:

I need to make another announcement to let you know that the impact of <u>Proclamation 20-25.8</u> (signed on November 15, 2020 and effective November 17, 2020 through December 14, 2020, unless extended) on the <u>existing guidance document for water recreation facilities (WRFs</u>) has changed. Below is a comprehensive list of impacted areas as we currently understand it. Please keep in mind that these are temporary changes made to what is allowed in the existing WRF guidance document effective through December 14, 2020 UNLESS extended. Please check back on the Governor's Office website on December 14, 2020 to find out if this proclamation has been extended or modified in any way. <u>https://www.governor.wa.gov/issues/issues/covid-19-resources/covid-19-reopening-guidance-businesses-and-workers</u>

- No social gatherings are allowed in indoor WRF seven in Phase 3 counties unless the requirements in the proclamation are adhered to (quarantining and COVID testing). Social gatherings are already prohibited at any (indoor or outdoor) WRFs in Phase 2 counties according to the existing WRFs guidance.
- Social gatherings are allowed with up to 5 people outside of the household at outdoor WRFs (instead of how it is worded in the current WRF guidance: 10 people maximum) in Phase 3 counties.
- No high-risk water sports such as water polo are allowed in either indoor or outdoor WRFs in any county. The guidance for sporting activities from the Governor's Office (available here <a href="https://www.governor.wa.gov/sites/default/files/COVID19%20Phase%202%20and%203%20Sporting%20Activities%20Guidance.pdf">https://www.governor.wa.gov/sites/default/files/COVID19%20Phase%202%20and%203%20Sporting%20Activities%20Guidance.pdf</a>) allows high risk sports if outdoors, but the same guidance also requires that all athletes wear facial coverings during these activities. Because water polo athletes cannot be reasonably required to wear facial coverings, water polo is prohibited even in outdoor pools.
- No swim meets, diving competitions, and other water sports competitions are allowed in any county.

Here is a list showing examples of activities that are still allowed as long as all the requirements in the current guidance for WRFs are met.

- Coached training and practice for low-to-moderate risk individual water sports such as swimming and diving (according to sporting activity guidance <u>https://www.governor.wa.gov/sites/default/files/COVID19%20Phase%202%20and%2</u> 03%20Sporting%20Activities%20Guidance.pdf)
- Water aerobics, Swim lessons with instructors, Individual lap-swimming, Open swim while properly physically distanced (according to fitness center guidance <u>https://www.governor.wa.gov/sites/default/files/COVID19Phase2FitnessGuidelines.pd</u> f)

#### CITY SCENE ADS

We will be running ads in the next city scene magazine. One page will be our standard services offered during COVID-19, while our other will focus on scholarships available during the pandemic. The full-page and half-page were contracted in 2019 before we knew COVID-19 would hit. I have attached both ads to the report.

#### WIAA SEASON START PUSHED BACK

The WIAA Season was pushed back to start in February. See message below for more information.

#### **Executive Board Alters WIAA Season Schedule**

11/18/2020

**RENTON, Wash.** - The WIAA Executive Board voted Tuesday to amend the current season schedule for the remainder of the 2020-21 school year, opting to delay the start of WIAA Season 2 to February 1 and shorten each WIAA Season to seven weeks in length.

WIAA Season 2, which consists of traditional winter sports, is scheduled to begin with practices on February 1 (January 25 for gymnastics) and end with a Regional culminating event on March 20. WIAA Season 3, which consists of traditional fall sports is now scheduled to begin on March 15 (March 8 for football) and end on May 1. WIAA Season 4, which consists of traditional spring sports, will begin with practices on April 26 and conclude on June 12.

The decision comes in light of surging COVID-19 cases around the state, putting in jeopardy the ability to begin WIAA Season 2 which was scheduled to begin on December 28.

While the Executive Board approved the framework for each WIAA season, flexibility remains at the local level due to the <u>protocols</u> approved at the <u>November 2 meeting</u>. If less than 50 percent of schools in a classification are able to compete in a sport, in accordance with Department of Health Guidelines, the Executive Board will make an adjustment to the scheduled season in order to allow the chance for greater participation.

Due to the delay of WIAA Season 2 the Board voted to approve an extension of the WIAA Open Coaching Window to January 23. The window allows for coaches in all sports to work with student-athletes in the same fashion as the summer coaching window.

The full WIAA Season schedule can be found here.

Tentative Seasons (as of 11/18/20):

Season 1 - None Season 2 – February 1 – March 20 Season 3 – March 15 – May 1 Season 4 – April 26 – June 12

#### **VISIT REPORTS**

Below is the visit report for the last four weeks.

	October 19-23	October 26-30	November 2-6	November 9-13
Member Visits	43	54	61	53
Paid/10-Visits	100	121	128	113
No Shows*	7	19	14	16
		issue.		

#### **HOLIDAY HOURS**

We will be closed Thursday and Friday, November 26 and 27 for Thanksgiving weekend. We will be putting out an update on Monday.

#### RESEARCH

- Making Government Holidays More Inclusive <u>http://mrsc.org/Home/Stay-Informed/MRSC-Insight/November-2020-1/Making-Local-Government-Holiday-Observances-More-I.aspx</u>
- US Sees Largest Deaths in a Day from COVID-19 <u>https://www.cnn.com/2020/11/18/health/us-coronavirus-wednesday/index.html</u>
- COVID-19 Shines Strong Light on Need for Local-State Partnerships <u>https://icma.org/blog-posts/covid-19-pandemic-shines-light-need-strong-state-local-partnerships</u>
- As Schools Cancel Winter Sports, Some Ask Why Parks and Rec is Still Offering Activities -<u>https://shawneemissionpost.com/2020/11/13/joco-health-dept-urges-schools-to-cancel-indoor-activities-but-the-countys-park-district-offers-indoor-sports-106420/</u>

- Making the Most of Your Partnerships (NRPA) <u>https://www.nrpa.org/parks-recreation-magazine/2020/november/making-the-most-of-your-partnerships/</u>
- You Can Get COVID-19, Even If You Do Everything Right <u>https://vitals.lifehacker.com/you-can-get-covid-even-if-you-do-everything-right-1845700270</u>

## Week Ending November 27, 2020

#### NEXT BOARD MEETING

Our next board meeting will be Tuesday, December 15. The packet will be mailed on Thursday, December 10.

#### LEVY AND BUDGET CERTIFICATION

The levy and budget certification were sent into King County this week.

#### UPDATED GOVERNANCE PAGE

I updated the governance page to include information from last meeting, updated safety plan and other updated forms. We are going to reformat the budget before posting it to be easier for the public to read and match last year's information. It should be coming in early December when it is entered into VisionMS. We also will be posting Policy 455 Salary Plan Administration soon too. We are also still awaiting the 2016-2018 SAO final audit report to post. It is still not available. (Probably due to COVID-19.)

#### **VISIT NUMBERS**

	November 2-6	November 9-13	November 16-20
Membership Scans	61	53	57
Paid/10-Visit Scans	128	113	137
No Shows	14	16	15

We have more no shows since November. We are looking at our process for the next schedule update.

#### **CLOSED THURSDAY AND FRIDAY**

Just a reminder the pool will be closed this Thursday and Friday in observance of Thanksgiving. <u>http://createsend.com/t/d-AE0DA1FA1CC847B32540EF23F30FEDED</u>

#### **DECEMBER SCHEDULE**

We are still awaiting to hear back from SMAC on their schedule. Once set, we will set schedule for December. This is delaying our update, but we hope to hear back from them soon.

#### KING COUNTY COVID-19 HOT SPOTS

I saw this article right after I pushed send for the weekly report #50 last Friday. It shows the hot spots that are mainly South King County and the regions around us.

https://www.seattletimes.com/seattle-news/health/positive-coronavirus-tests-spiking-in-the-seattle-areanearing-20-in-parts-of-south-king-county/

#### RESEARCH

• What Constitutes a Serial Meeting (MRSC)? - <u>http://mrsc.org/Home/Stay-Informed/MRSC-Insight/November-2020-1/What-Is-a-Serial-Meeting-under-the-OPMA.aspx</u>

- Traditional Thanksgiving Off the Table As Coronavirus Spikes <u>https://www.route-fifty.com/health-human-services/2020/11/thanksgiving-plans-coronavirus/170042/</u>
- Joint Provision Partnerships with Schools (NRPA) <u>https://www.nrpa.org/parks-recreation-magazine/2020/december/joint-provision-partnerships-with-schools/</u>
- Scottish Swimming Questions Human Costs as Pool Closures Are Announced - <u>https://www.swimmingworldmagazine.com/news/scottish-swimming-questions-human-cost-as-pool-</u> <u>closures-are-announced-in-11-areas/</u>
- WIAA Receives Support after Executive Director's Plea to Play - <u>https://www.clarkcountytoday.com/sports/wiaa-receives-support-after-executive-directors-plea-to-play-sports/</u>

### Week Ending December 4, 2020

#### **DECEMBER BOARD MEETING**

Our next board meeting will be Tuesday, December 15. It will be online. The packet will be mailed on Thursday, December 10. See below for login information.

December 15 - Regular Board Meeting Tue, Dec 15, 2020 7:00 PM - 9:00 PM (PST)

Please join my meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/941035925

You can also dial in using your phone. United States (Toll Free): <u>1 877 309 2073</u> United States: <u>+1 (571) 317-3129</u>

Access Code: 941-035-925

New to GoToMeeting? Get the app now and be ready when your first meeting starts: <u>https://global.gotomeeting.com/install/941035925</u>

<u>Executive Session</u>: We are still awaiting billing information to see if we need to have an executive session. If we need to have an executive session, a link will be sent out with the agenda packet.

#### **DECEMBER SCHEDULE UPDATE**

We will be putting an update out for a December schedule (12/7-12/19) until SMAC utilizes the pool later this month or early next month. The new schedule includes evenings, 5 days/week + Saturdays. See below for more information.

http://createsend.com/t/d-6479120631A9D6042540EF23F30FEDED

#### COVID-19 RE-OPENING POOL SCHEDULE Monday-Saturday (No Sundays) December 7th- 19th

Maximum 1 Lap Swimmer (2 Per Household) Per Lane in Deep End, 1 Water Walker Per Lap Lane Line in Shallow End and Maximum of 8 Water Exercise Participants.									
	SHALLOW END								
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday-NEW			
5:30-6:30am	Water Walk	Water Walk	Water Walk	Water Walk	Water Walk				
6:45-7:45am	Water Walk	Water Walk	Water Walk	Water Walk	Water Walk				
8:00-9:00am	Water Ex.**	High-Risk Water Walk*	Water Ex.**	High-Risk Water Walk*	Water Ex.**				
9:15-10:15am	Silver Water Ex****	Water Ex.**	Silver Water Ex****	Water Ex.**	Silver Water Ex****				
10:30-11:30am	Water Walk	Water Walk	Water Walk	Water Walk	Water Walk	11:00am-12:00pm			
Noon-1:00pm	Water Walk	Water Walk	Water Walk	Water Walk	Water Walk	Water Walk			
1:00-4:00pm	CLEANING	CLEANING	CLEANING	CLEANING	CLEANING	12:15-1:15pm			
4:00-5:00pm	Water Walk	Water Walk	Water Walk	Water Walk	Water Walk	Water Walk			
5:15-6:15pm	Water Walk	Water Walk	Water Walk	Water Walk	Water Walk				
6:30-7:30pm	CLEANING	Water Ex.**	CLEANING	Water Ex.**	CLEANING				
			DEEP END						
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday-NEW			
5:30-6:30am	Lap Swim	Lap Swim	Lap Swim	Lap Swim	Lap Swim				
6:45-7:45am	Lap Swim	Lap Swim	Lap Swim	Lap Swim	Lap Swim				
8:00-9:00am	Lap Swim/Walk***	Lap Swim/Walk***	Lap Swim/Walk***	Lap Swim/Walk***	Lap Swim/Walk***	11:00am-12:00pm			
9:15-10:15am	Lap Swim/Walk***	High-Risk Lap Swim/Walk*	Lap Swim/Walk***	High-Risk Lap Swim/Walk*	Lap Swim/Walk***	Lap Swim			
10:30-11:30am	Lap Swim	Lap Swim	Lap Swim	Lap Swim	Lap Swim	12:15-1:15pm			
Noon-1:00pm	Lap Swim	Lap Swim	Lap Swim	Lap Swim	Lap Swim	Lap Swim			
1:00-4:00pm	CLEANING	CLEANING	CLEANING	CLEANING	CLEANING				
4:00-5:00pm	Lap Swim	Lap Swim	Lap Swim	Lap Swim	Lap Swim				
5:15-6:15pm	Lap Swim	Lap Swim	Lap Swim	Lap Swim	Lap Swim				
6:30-7:30pm	CLEANING	Lap Swim/Walk***	CLEANING	Lap Swim/Walk***	CLEANING				

\*High-Risk Swim Times include Water Walking and Lap Swimming for people with a high-risk to COVID-19. \*\*Water Exercise is limited to the first eight participants. (No Lap Lane Reservations Accepted.)

\*\*\*Water Walking is allowed in Lap Lanes during Water Exercise Classes.

\*\*\*\*Silver Water Exercise - SilverSneakers, Silver and Fit and Other Accepted Health Insurance Plans Cover Attendance. (Call for Details). Pool times staggered and by appointment only to limit contacts and ensure social distancing.

ALL POOL USAGE DURING THIS PHASE IS APPOINTMENT ONLY!

For more information, visit www.mtrainierpool.com or call us at 206.824.4722.

To make a reservation please call 206.824.4722 or email lauryne.newman@desmoinespool.org

#### **SMAC SWIM TEAM**

We are working with SMAC on having them start up swimming soon. They may start as soon as December 20. We are working with them on getting signed waivers. It will be nice to have them back in the pool.

#### SILVER WATER EXERCISE CLASSES

As you can see in the December update, we started a Silver (insurance plans) Water Exercise class. The class will be Monday, Wednesday and Friday from 9:15-10:15am. We have enough demand and chose to offer the classes at those times to lessen the impact on classes that are already at or around capacity. I am working with the insurance companies to update our information and contracts to reflect this.

#### **GUIDELINES**

The updated guidelines for lap swimming, water exercise and water walking have been updated on the website and email notification. They include the updated schedule and Silver Water Exercise information.

- Lap Swim Guidelines (Updated 12/07/2020)
- Water Walking Guidelines (Updated 12/07/2020)
- Water Exercise Guidelines (Updated 12/07/2020)

#### FINAL LEVY WORKSHEET

I have attached the final levy worksheet from King County. The Assessed Value increased to above \$4.8 billion, which lowers our levy rate to \$.2094/1,000.

#### WCIA GRANT

I am finalizing paperwork for reimbursement for the WCIA Grant. We will be reimbursed for half of the cost of the gates for the parking lot. We are still awaiting our permit to be approved before we move forward.

#### **GUTTER PROJECT**

The rear side of the building gutter project was completed over the holiday. It will be nice to not have to worry about it falling off due to poor weather.

#### PHASE UPDATE

Below is a link to the website on each county. To move to the next phase, we need to have below 25 cases per 100,000 for newly diagnosed cases over a two-week period. We are not close to that number and it is trending in the other direction.

https://coronavirus.wa.gov/what-you-need-know/covid-19-risk-assessment-dashboard

<u>Potential Lockdown</u>: Also, we should know by next week, if we are headed towards another lockdown. See email link below for news story.

https://komonews.com/news/coronavirus/will-washington-have-to-endure-another-covid-19-lockdown

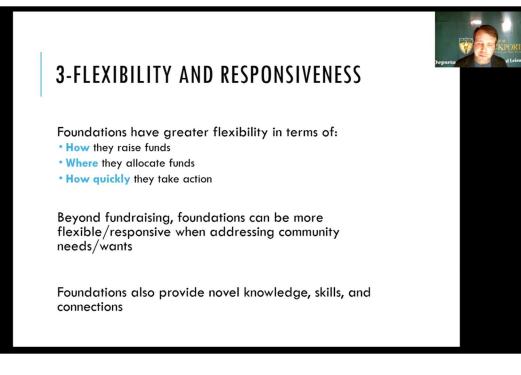
#### WASHINGTON APP

We have shared information on the Contact App provided with staff at an in-service meeting today.

Washington Exposure Notification App - <u>https://www.seattletimes.com/seattle-news/health/wa-notify-system-goes-live-with-covid-exposure-notifications-for-iphone-users-in-washington-state/</u>

#### WEBINAR

<u>Growing Partnerships-Local Agency/Foundations</u> – The webinar went over NRPA's study on foundations and how parks and recreation agencies can utilize them.



#### RESEARCH

- MIT Article on Safety of Using Pools <u>https://medical.mit.edu/covid-19-updates/2020/08/indoor-pool</u>
- Green Lake Community Center Project <u>https://www.seattletimes.com/seattle-news/politics/this-is-what-a-120-million-new-community-center-at-seattles-green-lake-could-look-like/</u>
- Coronavirus Cases Surge in Canada After Their Thanksgiving is a Warning for the US <u>https://www.forbes.com/sites/carlieporterfield/2020/11/17/coronavirus-surge-in-canada-after-its-</u>thanksgiving-is-a-warning-for-us/?sh=7e75f7dd6cde

COVID-19 Vaccines Are Coming: A Brief Update for Managers - <u>https://icma.org/articles/article/covid-19-vaccines-are-coming-brief-update-managers? zs=ctEei1& zl=8GwG7</u>



## **Des Moines Pool Metropolitan Park District**

November 10, 2020 7:00 p.m. Remote Online

#### MINUTES RETREAT MEETING

#### CALL TO ORDER/ROLL CALL

President Young called the retreat to order at 7:00 p.m. Present were Commissioners Dusenbury, Kasnick, Achziger, and Stender; District General Manager Deschenes and District Clerk Linda Ray.

**PLEDGE OF ALLEGIANCE** – Commissioner Kasnick led the flag salute.

#### ADOPTION/MODIFICATIONS OF AGENDA

The Board approved adoption of the agenda as written.

#### ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS -- None

#### **PUBLIC COMMENT**

The public was asked to submit comments via email for the public portion of the meeting and no comments were received.

#### BUSINESS

#### a. Capital Improvement Program

District General Manager Deschenes presented on the importance of staying current with maintenance and replacement of equipment which is proving to be more difficult as the facility ages. In 2018, our vendor MacDonald Miller did a budgetary replacement assessment based on maintenance at the current facility. In a new facility, items would be replaced. The presentation and the assessment are on file.

High priority replacements are the boiler/domestic hot water, AHU system and insulation; followed by seismic upgrade of piping, entry rooftop replacement, controls upgrade, and pool pump panels. Low priority items include replacement of switches on the distribution board.

A remodel or replacement of the facility will be dependent on completion of the Aquatic Feasibility Study and potential partnering with other agencies.

Board members mentioned upgrades to electricals. A discussion ensued about researching with specialists on options for replacing the boiler. The DGM may contact Water Technologies in Bellingham.

President Young mentioned an RFQ for a new architect of record. DGM Deschenes will have more information on this subject by the December Regular Meeting.

#### b. Salary Schedule

District General Manager Deschenes presented on the salary schedule and salary administration at the October meeting. He added information on Part Time Employee Barriers which is on file.

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

#### Des Moines Pool Metropolitan Park District Meeting Minutes – 11/10/2020

The DGM stated that the ability to swim is our biggest barrier in hiring. We offer re-testing to anyone who has failed the 300 yard swim test. Additionally, we allow potential lifeguard applicants the ability to use the pool for practice.

We are working to make Mt. Rainier Pool a friendly environment. Other non-aquatic franchises have programs for their employees so competing is tough.

Our swim lesson evaluations are coming back with very good remarks and the staff is doing a great job.

Commissioner Achziger inquired how the overall salary expenditures compare with Tukwila, citing that we were \$100K out of synch with them.

The DGM stated that our programming is different, and we employee additional administrative staff that Tukwila does not have. Their Board members assume administrative oversight and performs work that this Board chose to hire out.

It was noted that our budget is not actual but budgeted for 2021. We do not have a consistent history due to the many maintenance and COVID-19 related closures of the facility over the past two years.

As such, the DGM will meet with the Tukwila manager and obtain a copy of their budget for 2021 which he will then report on at the 11/17 meeting.

#### c. Normandy Park Fee

District General Manager Deschenes spoke with Normandy Park at the request of President Young to get their feedback on our services. They seem happy with what is being provided to them and so the District Clerk will send out the annual invoice for \$25K by end of week.

#### d. 2021 Budget

DGM Deschenes reminded the Board that the November 17<sup>th</sup> meeting is the Public Hearing and final budget meeting. A copy of the draft 2021 budget was provided to each Board members for review.

Our levy for has been decreasing over the past 3 years and will be at \$.21.6 in 2021. The operating budget request is for \$1.008M. The retainage of \$50,644 to Werlech and what is owed to BLRB will be paid in 2020. We will submit a substantial decrease to King County for the 2021 budget.

The DGM noted that three motions will need to pass at the next meeting (11/17) in order to approve next year's budget. If significant changes are suggested, the Board will need to have a special meeting prior to the submission deadline of 11/30.

#### ADJOURNMENT

With no further business, the meeting was adjourned at 8:15 pm.

#### 22015 Marine View Drive South, Suite 2B, Des Moines WA 98198 (Physical Location) 22722 19<sup>th</sup> 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 following COVID-19 guidelines and Proclamation 20-28 and will hold meetings remotely until further notice. The public may join meetings through the GoToMeeting app. Logon information is published in each Meeting Agenda. Contact Linda Ray, District Clerk at <u>linda.ray@desmoinespool.org</u> if you have questions.

#### **UPCOMING MEETINGS**

- November 17, 2020, Regular Meeting/Public Hearing, 7:00 p.m., Location TBD
- December 15, 2020, Regular Meeting, 7:00 p.m.., Location TBD

Respectfully submitted by Linda Ray, District Clerk.

Des Moines Pool Metropolitan Park District Board of Commissioners

Commissioner Young	Commissioner Dusenbury
Commissioner Kasnick	Commissioner Stender
Commissioner Achziger	Linda Ray, District Clerk

#### 22015 Marine View Drive South, Suite 2B, Des Moines WA 98198 (Physical Location) 22722 19th Avenue South, Des Moines, WA 98198 (Mailing Address)

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## **Des Moines Pool Metropolitan Park District**

November 17, 2020 7:00 p.m. Remote Online

#### MINUTES REGULAR MEETING/PUBLIC HEARING

#### CALL TO ORDER/ROLL CALL

President Young called the meeting to order at 7:00 p.m. Present were Commissioners Dusenbury, Kasnick, Stender, and Achziger; District General Manager Deschenes and District Clerk Linda Ray.

PLEDGE OF ALLEGIANCE - Commissioner Dusenbury led the flag salute.

#### ADOPTION/MODIFICATIONS OF AGENDA

District General Manager Deschenes corrected the agenda at Item 7a-d, saying it should read Resolutions 2020-12, Resolution 2020-13, and Resolution 2020-14.

#### ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS -- None

PUBLIC COMMENT - No comments were received, and no one had phoned into the meeting.

#### **CONSENT AGENDA**

Commissioner Kasnick moved to approve the Consent Agenda including the vouchers and electronic transfer requests processed in October 2020 totaling \$46,220.99. Commissioner Achziger 2<sup>nd</sup>. The motion passed 5-0.

#### **PUBLIC HEARING**

President Young opened the Public Hearing, "We are now calling our public revenue source hearing to order. Staff will make a presentation and then we will accept public comments."

DGM Deschenes presented the budget, levy certification, and Resolutions 2020-12 (Proposed Budget for 2021), 2020-13 (Budget Increase/Decrease), and 2020-14 (Substantial Need); and stated there would be four motions necessary in order to submit the 2021 Budget and Levy Certification. He further stated that there had been some concern with salary figures and stressed these were budgeted and not actuals.

It was decided to re-order the agenda and skip to Item 7d, Salary Schedule, to discuss before calling for motions.

#### SALARY SCHEDULE

The District General Manager reached out to the Manager of the Tukwila pool as requested by the Board at the November 10 retreat meeting, to discuss differences in the two facilities' budgets for 2021. Although Tukwila passes their levy certification in November, they do not approve their budget until December.

A comparison between the facilities was presented and is on file in the packet. Substantial differences are noted in Staffing, Management, and the Operational budget for both facilities. While the District's budget is lower than last year's, Tukwila's staffing budget is over the District by \$44K.

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#### Des Moines Pool Metropolitan Park District Meeting Minutes – 11/17/2020

A discussion ensued about differences in budgeted numbers for management staff salaries. It was stated that District has only budgeted for an assistant coordinator position but has not committed to hiring one in 2021.

The Board members would like further discussion on roles and responsibilities of the District staff. As such, President Young asked this subject to be added to the agenda of the first retreat in January 2021. Date to be determined.

With no further discussion, Commissioner Kasnick moved to approve the 2021 budget of \$933,292.00 in General Fund and \$75,000 in Capital Reserve for the calendar year 2021; Commissioner Dusenbury 2<sup>nd</sup>. Passed 4-1. Commissioner Achziger abstained.

Commissioner Dusenbury moved to approve Resolution 2020-12, Certifying Property Tax Levy and Adopting an Operating Budget for the Fiscal Year Beginning January 1, 2021; Commissioner Stender 2<sup>nd</sup>. Passed 5-0.

Commissioner Achziger moved to approve Resolution 2020-13, Resolution of Increase for a decrease of \$262,294 between the 2020 and 2021 levy certifications; Commissioner Dusenbury 2<sup>nd</sup>. Passed 5-0

Commissioner Stender moved to approve Resolution 2020-14, Substantial Need in support of the 2021j levy certification; Commissioner Dusenbury 2<sup>nd</sup>. Passed 5-0.

The Clerk of the Board, Commissioner Dusenbury, will sign Ordinance 2152 which will be sent to him by the District Clerk.

President concluded the revenue source hearing with no public comment.

#### **OLD BUSINESS**

#### a. Re-opening Update

District Manager Deschenes reported that an evening aerobics class led by a staff member has been added and the maximum users went from 5 to 8. Also, lanes have been opened in the deep end to allow for users to water walk during water exercise classes. Water exercise is not currently covered by Silver Sneakers, but it is hoped that a separate class will be added in the near future that will be covered.

Last weekend, Governor Inslee put restrictions in place due to an increase of COVID cases in Washington. This does not affect pools however, at the present time.

The DGM and the Aquatic Manager met with SMAC and offered them exclusive use of the pool for swim team practice on Monday, Wednesday, and Friday evenings and on Saturday mornings; and partial use on Tuesdays and Thursdays. We are awaiting SMAC's response to the proposal. Scheduling changes will be published the first week in December. At the time of the meeting neither the DGM nor Aquatic Manager had heard back from SMAC.

More programming will be added after the beginning of the new year.

We will be implementing a process of COVID testing for staff members returning to work from college or any other returning employees. They will be required to present a negative test that could take up to four days prior to returning. Returning staff may either go to a free testing site or to a doctor. We will reimburse them for expenses

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#### Des Moines Pool Metropolitan Park District Meeting Minutes – 11/17/2020

as a result of the test, as well as the for the time it takes for their visit. This has been vetted by WCIA and our legal counsel. Commissioner Achziger stated that free COVID testing is being done at Highline College in the East parking lot. As an added level of safety, a contactless thermometer has been situated in the lobby along with a voluntary check-in list for people entering the pool.

#### b. Resolution 2020-08 Acknowledging Racism

The resolution and discussion will be pushed to a future meeting after the DGM has had an opportunity to get together with the Public Outreach Committee and key staff at Highline College.

#### c. Capital Improvement Plan

The DGM presented the Capital Improvement Plan at the November retreat. A copy is on file.

We are in a holding pattern with renewal of the Highline School lease. Negotiations will begin at the end of 2021. A determination needs to be made with regard to the Aquatic Feasibility Study and whether or not we will stay at the current facility or transition to a new one. COVID has also had an impact on operations. Even so, it is important to move forward and get plans in place.

In 2021 we are putting \$150K plus another \$75K for emergency repairs. Over the next 3 years we will be putting funds towards other upgrades and repairs to be done in a package.

The current priority is to discuss renewal of the HSD lease and to draft a letter of intent. The DGM will query legal counsel for next steps and report back to the Board at the December meeting.

It was noted that the MacDonald Miller equipment assessment did not include labor or engineering and is primarily for electrical and plumbing replacement.

#### **GENERAL DISCUSSION**

Commissioner Achziger inquired about minimum wage updates as a graduated step system and when will we hit the \$15.00/hr minimum wage mark. The wage increased to \$13.69 in 2020 per King County. We are currently paying lifeguards less than that an hour. The Board feels that lifeguard salaries should be increased at the start of the new year to \$14.75.

Commissioner Dusenbury moved to adopt the Salary Schedule as presented to go into effect January 1, 2021; Commissioner Kasnick 2<sup>nd</sup>. Passed 5-0

President Young has a conflict on December 15, the date of the next Regular Meeting. He is asking for one of the Commissioners to lead the meeting. President Young will join in after the start of the meeting if he can.

#### ADJOURNMENT

With no further business, the meeting was adjourned at 8:21 pm.

#### **UPCOMING MEETINGS**

• December 15, 2020, Retreat Meeting, 7:00 p.m. (Location TBD)

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#### Des Moines Pool Metropolitan Park District Meeting Minutes – 11/17/2020

Respectfully submitted by Linda Ray, District Clerk.

Des Moines Pool Metropolitan Park District Board of Commissioners

Commissioner Young	Commissioner Dusenbury
Commissioner Kasnick	Linda Ray, District Clerk
Commissioner Achziger	

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## **Special District Voucher Approval Document**

#### Scheduled Payment Date: 11/06/2020 Total Amount: \$58,660.49 Control Total: 6 Payment Method: WARRANT

District Name: Des Moines Pool Metropolitan Park District File Name: AP\_DMPOLPRK\_APSUPINV\_20201102122402.csv Fund #: 170950010

#### CONTACT INFORMATION

Preparer's Name: Linda Ray

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)) :

DocuSigned by:		DocuSigned by:	
Scott Deschenes	11/2/2020	Joe Dusenbury	11/2/2020
Autberizesbeistrist Signature	Date	5E#QQA00892E0#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 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:
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Date Processed:

KC v2.0

DocuSign Envelope ID: 8CFFAB50-3558-47D3-B562-EC3F3C240763



## Special District Voucher Approval Document

District Name: Des Moines Pool Metropolitan Park District

File Name: AP\_DMPOLPRK\_APSUPINV\_20201102122402.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
AQUATIC SPECIALTY SERVICES			19704	10/26/2020	\$170.51	MONTHLY CONTRACT SERVICE - OCT 2020
MIDWAY SEWER DISTRICT			20201027MSD	10/27/2020	\$1,798.58	SEWER UTILITY - 8/25 TO 10/25/2020
MIKE WERLECH CONSTRUCTION INC.			G702Retainage_20201101	11/01/2020	\$50,664.80	2017 PROJECT RETAINAGE
NORTHWEST LANDSCAPING SERVICES			CD50108165	11/01/2020	\$548.91	LANDSCAPE SERVICE - NOV 2020
PUGET SOUND ENERGY			20201021PSE	10/21/2020	\$4,540.19	ELECTRIC/GAS UTILITY - 9/21 TO 10/20/2020
SNURE LAW OFFICE			20201101BS	11/01/2020	\$937.50	PROFESSIONAL SERVICES - NOV 2020



## **Special District Voucher Approval Document**

#### Scheduled Payment Date: 11/11/2020 Total Amount: \$799.81 Control Total: 4 Payment Method: WARRANT

District Name: Des Moines Pool Metropolitan Park District File Name: AP\_DMPOLPRK\_APSUPINV\_20201106125453.csv Fund #: 170950010

CONTACT INFORMATION

Preparer's Name: Linda Ray

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)) :

Docusigned by.		DocuSigned by:	
Scott Deschenes	11/6/2020	Joe Dusenbury	11/7/2020
Authorized District Signature	Date	5E8和日代相約約至後が District Signature	Date
Authorized District Signature	Date	Authorized District Signature	Date
Authorized District Signature	Date	Authorized District Signature	Date

#### SUBMIT SIGNED DOCUMENT TO:

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KING COUNTY FINANCE USE ONLY:							
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Date Processed:							

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## Special District Voucher Approval Document

District Name: Des Moines Pool Metropolitan Park District

File Name: AP\_DMPOLPRK\_APSUPINV\_20201106125453.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
CENTRAL WELDING SUPPLY			RN10202407	10/31/2020	\$69.97	BEVCARB CHEMICALS FOR POOL
DEPARTMENT OF RETIREMENT SYSTEMS			20201106DOR	11/06/2020	\$605.50	DEFERRED COMP S DESCHENES
MIANNA BEHRENS			20201106MB31	11/06/2020	\$71.54	PAYROLL PE 10/25/2020
MOUNTAIN MIST			3771069	11/05/2020	\$52.80	PAST DUE INVOICES_COFFEE MACH RENTAL/MRP



## **Special District Voucher Approval Document**

#### Scheduled Payment Date: 11/20/2020 Total Amount: \$6,603.89 **Control Total:** 9 Payment Method: WARRANT

District Name: Des Moines Pool Metropolitan Park District File Name: AP\_DMPOLPRK\_APSUPINV\_20201116145528.csv Fund #: 170950010

CONTACT INFORMATION Linda Ray Preparer's Name: Email Address: linda.ray@desmoinespool.org PAYMENT CERTIFICATION RCW (42.24.080) , 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: Scott Deschares 11/16/2020 11/17/2020 E8DDA9899F2474... Authorized District Signature Authorized District Signature Date Date

Authorized District Signature	Date	Authorized District Signature	Date
Authorized District Signature	Date	Authorized District Signature	Date

#### SUBMIT SIGNED DOCUMENT TO:

King County Accounts Payable Attn: Special Districts 401 5th Avenue, Room 323 Seattle, WA 98104

Email: SpecialDist.AP@kingcounty.gov Fax: (206) 263-3767

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## Special District Voucher Approval Document

KC v2.0

District Name: Des Moines Pool Metropolitan Park District

File Name: AP\_DMPOLPRK\_APSUPINV\_20201116145528.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
ABS			16620	11/01/2020	\$90.00	DISTRICT JANITORIAL - NOV 2020
AWC - VIMLY BENEFIT SOLUTIONS, INC			8412	11/10/2020	\$1,269.58	EMP TRUST BENEIFTS - D FINAZZO_L NEWMAN - NOV
						2020
CANON FINANCIAL SERVICES, INC.			22144731	11/12/2020	\$62.89	COPIER LEASE - NOV 2020
CENTRAL WELDING SUPPLY			CG91111	11/06/2020	\$222.82	474.0 BEVCARB
CMIT SOLUTIONS EASTSIDE			8732	10/31/2020	\$1,226.00	IT SUPPORT - OCT 2020
COMCAST			20201112CB_MRP	11/12/2020	\$226.02	TELEPHONE/INTERNET_MRP - 11/22 TO 12/21/2020
COPIERS NORTHWEST			2220227	11/09/2020	\$50.03	COPIERS COPY CHGS - OCT 2020
RECOLOGY			3321729	10/31/2020	\$770.54	GARBAGE/RECYCLE UTILITY - OCT 2020
US BANK			20201110USB	11/10/2020	\$2,686.01	US BANKCARD - 10/11 TO 11/10/2020



### **Special District Voucher Approval Document**

#### Scheduled Payment Date: 11/25/2020 Total Amount: \$7,350.92 Control Total: 6 Payment Method: WARRANT

District Name: Des Moines Pool Metropolitan Park District File Name: AP\_DMPOLPRK\_APSUPINV\_20201120151235.csv Fund #: 170950010

#### CONTACT INFORMATION

Linda Ray Preparer's Name:

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)):

Scott Deschures	11/20/2020	Joe Dusenbury	11/20/2020
Authorizeds/Diplrist4bignature	Date	5E8DD ARM 674Zed 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 Attn: Special Districts 401 5th Avenue, Room 323 Seattle, WA 98104

Email: SpecialDist.AP@kingcounty.gov Fax: (206) 263-3767

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Date Processed:							

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## Special District Voucher Approval Document

District Name: Des Moines Pool Metropolitan Park District

File Name: AP\_DMPOLPRK\_APSUPINV\_20201120151235.csv

Payee (Vendor Name)	e (Vendor Name) Vendor No. Vendor Site		Invoice No.	Invoice Date	Inv. Amount	Description
BTOWN WEB			2020371182	11/15/2020	\$125.00	WEBSITE SUPPORT - NOV 2020
JOE DUSENBURY		20201120JD08 11/20/2020 \$209.83 COMMISSIC		COMMISSIONER SUBSIDY - OCT 2020		
MIANNA BEHRENS			20201120MB31	11/20/2020	\$78.02	PAYROLL PE 11/10/2020
PUGET SOUND ENERGY			20201119PSE	11/19/2020	\$6,010.74	ELECTRIC/GAS UTILITY - 10/20 TO 11/18/2020
SHANE YOUNG			20201120SY10	11/20/2020	\$209.83	COMMISSIONER SUBSIDY - OCT 2020
ZEN 22015, LLC	22015, LLC		20201201ZEN	11/20/2020	\$717.50	DISTRICT RENT - DEC 2020

## ELECTRONIC PAYMENT REQUEST FORM



Department of Executive Services Finance & Business Operations Division ADM-ES-0600 King County 500 4th Ave Seattle, WA 98104 Email: cash.management@kingcounty.gov Tel: 206-263-2818 or 206-263-2737

#### Payment Settlement Date Nov 12, 2020

PAYMENT INFORMATION										
O ACH Credit	Pay Code (BENXX, GENXX,	PAYXX)		◯ ACH Debit	Pay Code (COLX	(X)	Automa	tic Withdrawl		
C Book Transf	ers (Last 4 digits of the acco	ount) From	То	O Wire Re						
Line Ex	planation/Description	Fund (9 digits)	Project (7 digits)	Cost Center (6 digits)	Account (5 digits)	Bars (7 digits)	Future (5 digits)	Amount		
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5							00000			
6							00000			
	Total \$18,283.88									
PAYEE INFO	RMATION									
Company		Addres	s		C	ity	State	Zip		
BANK INFOR	MATION FOR WIRE PA	YMENTS								
Bank Name				Name on	Bank Account					
Bank Routing #	e 🔄 B	ank Account #		City	City State					
CONTACT IN	FORMATION Typed or P	rinted								
Contact Name	Linda Ray			Organiza	tion Des Moines P	ool Metropolitan	Park District			
Email	linda.ray@desmoinespo	ol.org		Phone #	Phone # 206-429-3852 Ext Fax # N/A					
AUTHORIZA	TION Certification for Pay	ment (By Authoriz	ed Signer) R	CW 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	Joe Dusenbury			Title Cle	erk of the Board		Date	Nov 6, 2020		
Print Name		Phone # 20	6-429-3852	Email <u>my</u>	peggysue@me.cor	n				

## ELECTRONIC PAYMENT REQUEST FORM



Department of Executive Services Finance & Business Operations Division ADM-ES-0600 King County 500 4th Ave Seattle, WA 98104 Email: cash.management@kingcounty.gov Tel: 206-263-2818 or 206-263-2737

#### Payment Settlement Date Nov 27, 2020

PAYMENT INFORMATION									
CACH Credit Pay Code (BENXX, GENXX, PAYXX)				◯ ACH Debit	ACH Debit Pay Code (COLXX) <ul> <li>Automatic With</li> </ul>			atic Withdrawl	
O Book Transfers (Last 4 digits of the account) From To O Wire Repetitive Wire Code									
Line Expla	anation/Description	Fund (9 digits)	Project (7 digits)	Cost Center (6 digits)	Account (5 digits)	Bars (7 digits)	Future (5 digits)	Amount	
1 Heartland	Payroll PE 11/25/2020	170950010			24219		00000	22,509.57	
2							00000		
3					DS		00000		
4					sD		00000		
5							00000		
6							00000	<u> </u>	
PAYEE INFOR	MATION						Tota	\$22,509.57	
Company		Addres	s			City	State	Zip	
BANK INFORMATION FOR WIRE PAYMENTS									
Bank Name					Name on Bank Account				
Bank Routing #	Bank Account #			City	City State				
CONTACT INFORMATION Typed or Printed									
Contact Name	Linda Ray				Organization Des Moines Pool Metropolitan Park District				
Email	linda.ray@desmoinespool.org			Phone #	206-429-3852	Ext	Fax # N/A		
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	Joe Dusenbury			Title <u>Cl</u> e	Clerk of the Board         Date         11/20/2020				
Print Name Joe	De Dusenbury Phone #206-429-3852				Email mypeggysue@me.com				

## AGENDA ITEMS SUMMARY SHEET

Agenda Item #: <u>7a</u> Assigned

Assigned to: District G.M.

Meeting Date: <u>12/15/2020</u>

Under: Old Business

Attachment: Yes

Subject: Resolution 2020-08 Acknowledging Racism within Public Pools

#### Background/Summary:

At the Regular Board Meeting on July 21, 2020, the District's Board of Commissioners directed the District General Manager to develop a Resolution to acknowledge racism for the August 18 board meeting.

The District General Manager did research and came up with a resolution presented by Tacoma Metro Parks. The District General Manager is working with Commissioner Achziger to develop a resolution.

Update 11/12/2020: With the Budget Process having unforeseen changes and effects of COVID-19, I am pushing this item to the December agenda.

Update 12/09/2020: There is no information to update.

Fiscal Impact: N/A							
Proposed Motion: No motion at this time.							
Reviewed by District Legal Counsel: Yes X No Date: 8/6/20							
Two Touch Rule: N/A Committee Review (WCIA Audit)							
08/18/2020_ First Board Meeting (Informational)							
<u>To Be Determined</u> Second Board Meeting (Action)							
Action Taken: Adopted Rejected Postponed							
Follow-up Needed:       YesNo       Report back date:							
<b>Notes:</b> Attachments: - See Attached DRAFT-Preliminary Resolution "2020-08 Acknowledging Racism in Public Pools."							

#### DES MOINES POOL METROPOLITAN PARK DISTRICT

#### **RESOLUTION NO. 2020-08**

### A RESOLUTION OF THE BOARD OF COMMISSIONERS OF DES MOINES METROPOLITAN PARK DISTRICT ACKNOWLEDGING RACISM WITHIN PUBLIC POOLS AND DIRECTING THE AGENCY TO TAKE SPECIFIC ACTIONS

**WHEREAS,** The American Public Health Association (APHA) defines racism as a system of structuring opportunity and assigning value based on the social interpretation of how individuals perceive and unfairly disadvantage some individuals and communities, and unfairly advantage other individuals and communities; and

**WHEREAS,** structures of racism built into our pools, parks and recreation, education, employment, real estate, healthcare, and criminal justice systems have resulted in persistent negative and disproportional effects on Black/African American and other people of color; and

**WHEREAS,** Dorceta E. Taylor acknowledges in The Rise of the American Conservation Movement: Power, Privilege, and Environmental Protection, that the history of parks, recreation and outdoor engagement (including swimming pools) has a long history of white urban elite power and privilege; and

**WHEREAS,** Professor Jeff Wiltse points out in his book "Contested Waters: A Social History of Swimming Pools in America" that 58% of Black/African-American children cannot swim and drown at three times the overall rate due to structural racism at pools over the last century; and

**WHERE** a 2015 US Census Report states "around the time the 2020 Census is conducted, more than half of the nation's children are expected to be part of a minority race or ethnic group" and the U.S. population as a whole is expected to follow a similar trend by 2044; and

**WHEREAS**, parks and recreation services, which include pools, offer opportunity to advance racial equity and undue racist policies that shape access, neighborhood development, and health outcomes; and

**WHEREAS,** the National Recreation and Park Association, as a part of the National Academies Committee on Community-Based Solutions to Promote Health Equity, reports that health inequities are in large part a result of structural racism along with other social determinants of health; and **WHEREAS,** according to the Center for Disease Control, Black/African Americans in America are 5.5 times more likely to drown than white children, ages 5-19; and

**WHEREAS,** unfair and race-based inequities will continue unless we undertake the uncomfortable but necessary work to reform the institutions and systems that perpetuate racism, violence, poverty, and injustice; and

**WHEREAS,** King County Council approved Resolution No. R2020-0240 declaring racism a public health crisis and endorsing the declarations of the King County executive, public health - Seattle & King County and the King County board of health; and

WHEREAS, USA Swimming is committed to a culture of inclusion and opportunity; and

**WHEREAS**, the Des Moines Pool Metropolitan Park District is committed to providing a safe and positive environment for all members of our community, regardless of race, gender, ethnicity, belief or economic circumstance; and

#### NOW THEREFORE, BE IT RESOLVED:

The Des Moines Pool Metropolitan Park District Board of Commissioners declares racism is a public parks and recreation crisis and charges the District to:

- 1. Assess internal policies and procedures through Government Alliance on Race and Equity (G.A.R.E.) resources to address and reform structures and processes that contribute to race-based decisions and actions.
- 2. Reshape our discourse and agenda so we all actively engage in anti-racist work, particularly anti-black and minority racism.
- 3. Review our budget using G.A.R.E. resources and make recommendations for funding changes, allocations or re-allocations that fund the work of transforming systemic racism as a means of resolving disparities by changing the systems that cause them.
- 4. Partner with the community to co-create solutions.
- 5. Promote policy and system level changes within the District to move beyond equity only and undo racist structures.
- 6. Reimagine water safety and how it could be enhanced; convene conversations on how the agency has a role and can support promoting more people of color to swim.
- 7. Provide the Board and related committees the information they need to create policy to eliminate racism and illuminate any barriers and concerns in order to reconstitute power and social capital so all voices are heard in policy development.
- 8. Hire people throughout our organization, including those sitting next to us at the Board and management table, who reflect our community to interpret and implement policy to bring equitable culture shifts leading to inclusivity.
- 9. Work with community groups and organization of color to make them aware of how the District can work with them to better promote swimming in the community but encourage them to participate more in governance and guidance opportunities.

- 10. Redevelop our community-driven, equity-based budget process that redeploys resources to areas impacted by decades of underinvestment; and identifying programs and services needed to better serve marginalized and oppressed communities.
- 11. Ensure that our partners are providing services in an equitable manner to people of color, socioeconomically and serving a proportion of our community.

ADOPTED at an open public meeting of the BOARD OF COMMISSIONERS OF THE METROPOLITAN PARK DISTRICT on the 15th day of September 2020 the following Commissioners being present and voting:

Commissioner Cor	nmissioner
Commissioner Cor	nmissioner
Commissioner	trict Clerk

### AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 7bAssigned to: District GMMeeting Date: December 15, 2020

Under: New Business

Attachment: Yes X No

**Subject:** Amendment to 2020 Budget (Capital Reserve Transfer)

#### Background/Summary:

The District has two main accounts: its General (Operating) Fund and Capital Reserve Fund.

In 2017, the District had built the Capital Reserve Fund to cover the closure project plus contingency. Once the pool liner was removed it was discovered that the drain pipes were not up to Virginia Graeme Baker Act code.

The project costs more than doubled from the original project bid. The District was forced to obtain an Interfund Loan from King County to finish the project and more importantly keep the pool open. The Interfund Loan was paid off in less than half of the agreed loan time (two years). With the critical project repairs and the repayment of the Interfund Loan, the District did not allocate any monies toward the Capital Reserve Fund in 2018.

In 2019, the District allocated \$175,000 to the Capital Reserve Fund.

For 2020, the District GM is recommending allocating remaining estimated balance of Maintenance Services account \$47,500 + \$75,000 already allocated towards Capital. The two projects that are \$14,479.30 for the emergency repair of the rear gutters at the Mount Rainier Pool and \$7,500 hold on monies that could go to vactoring and installation of the gates for parking lot safety.

The total to be allocated will be \$122,500.

Currently there is \$175,000 in the Capital Reserve Fund. With this transfer, the total will be \$297,500.

Finally, there will be no Outstanding Warrants to pass this month, as there are no warrants that are older than 60 days.

Fiscal Impact: See attached documents.

**Proposed Motion:** I move to approve Resolution 2020-15 transferring \$122,500 from the General Fund to the Capital Reserve Fund.

Reviewed by District Legal Counsel: Yes X No Date: 12/09/20

<u>Three Touch Rule</u> :	N/A 12/15/20 N/A	Committee Review First Board Meeting (Informational) Second Board Meeting (Action)
Action Taken:	Adopted Rejected_	Postponed
Follow-up Needed:	Yes <u>N/A</u> No <u>(OVER)</u>	_ Report back date: <u>Monthly</u>
<b>Notes:</b> Attachment: - Resolution 2020-15 A	mendment to Budget	

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

#### **RESOLUTION NUMBER 2020 – 15**

#### AMENDMENT TO FISCAL YEAR 2020 OPERATING BUDGET

**WHEREAS**, the Des Moines Pool Metropolitan Park District (District) Board of Commissioners (Board) is the District's governing body and as such is responsible for adopting a Budget for Operations during any given Fiscal Year and;

WHEREAS, modifying the 2020 Fiscal Year Budget is in the overall interest of the District and;

WHEREAS, the Board has historically contributed \$70,000 of its Operating Fund into a Capital Reserve Fund;

WHEREAS, the Board's adopted budget allocated \$75,000 of its Operating Fund into a Capital Reserve Fund for Fiscal year 2020;

WHEREAS, as a result of expenditures for critical repairs, the reserve fund requires additional funds;

**WHEREAS**, an additional \$47,500 shall be transferred from the Des Moines Pool Metropolitan Park Department General Fund for unused Maintenance and Repairs into the Capital Reserve Fund and a corresponding adjustment to the District budget reflecting a total allocation to the Capital Reserve fund for 2019 in the amount to \$122,500 shall be made, now:

WHEREAS, at the end of the Fiscal Year 2020, the Capital Reserve Fund will be \$297,500.

**NOW THEREFORE BE IT RESOLVED** that the amount to be transferred from the Des Moines Pool Metropolitan Park District General Fund into the Des Moines Pool Metropolitan Park District Capital Reserve Fund be increased by \$122,500 and direct that the District Clerk be directed to effect the total transfer prior to December 31, 2020. **Adoption:** ADOPTED by the Board of Commissioners of the Des Moines Pool Metropolitan Park District at an open meeting of such Board on the 15<sup>th</sup> of December, 2020, the following Commissioners being present and voting.

Commissioner	Commissioner
Commissioner	Commissioner
Commissioner	District Clerk

### AGENDA ITEMS SUMMARY SHEET

 Agenda Item #: \_7c
 Assigned to: \_District GM
 Meeting Date: \_12/15/2020

Under: Old Business

Attachment:

Yes

Subject: Reopening Update (COVID-19)

**Background/Summary:** The District has elected to keep the pool open with limited services during the COVID-19 Pandemic. Programs are being added back when the District has a clear path to offering these services in a manner that is safe and consistent with state and federal guidelines.

Also, there are still a lot of variables including the current increase in COVID-19 cases during flu season. As of December 1, there has been an increase of cases in Washington and South King County has been acknowledged as one of the hot spots in the state.

Any information presented here is only estimates. District staff will always err on safety when determining what programs to reintroduce. Staff will keep monitoring state and federal guidelines, best practices and the news.

If there is any new information, it will be presented at the board meeting.

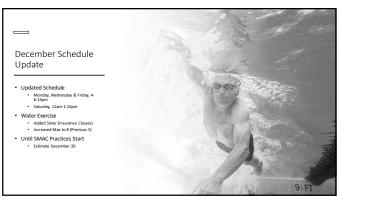
Fiscal Impact: Not known at this time.

Proposed Motion: No motion necessary. Informational only.

Reviewed by Legal Counsel:		Yes _	No	Date:	N/A
Two Touch Rule:	N/A N/A N/A		Committee Review First Board Meeting (Informati Second Board Meeting (Action		•
Action Taken:	Adopted _		Rejected	_ Postpone	ed
Follow-up Needed:	Yes	No	Report	ing Back Date:	
<b>Notes:</b> Attachments: - Re-Opening Presentation					



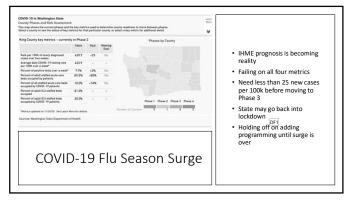






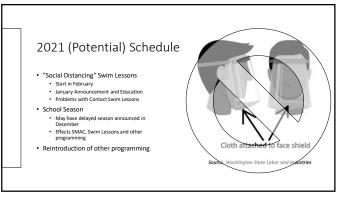
- · Meet over break starting on December 20th Use when available during school break.
- Regular schedule starts on January 4<sup>th</sup>. egular schedule starts on January 4<sup>m</sup>. All ianes from 3-6pm on Monday, Wednesday and Friday. All lanes from 9-11am on Saturday. Partial use on Tuesday, Thursday Allow lap swimmers and water walkers some time outside of work.
- Schedule will be same until either Phase 3 or HSD (MRHS) return to pool.







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#### No Show Fee

- Our no shows have doubled over the last couple of weeks
- We are developing a no-show fee for those who are missing more than two appointments
- Each participant will receive a courtesy call to notify them of fee
- Charged for every visit after warning







### AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 7d Assigned to: District G.M. Meeting Date: December 15, 2020

Under: New Business Attachment: Yes X No

**Subject:** Budget and Levy Certification Follow-Up

#### Background/Summary:

The Budget and Levy Certification for 2021 were submitted before the December 1, 2020 deadline. We received confirmation that all of our documents were accepted.

On December 1, we received updated information that the Assessed Value was raised from \$4,655,062,375 to \$4,814,321,868. This will lower our levy rate to an estimated \$.209/1,000.

I have also attached a spreadsheet to document how it stacks up to previous years of levy information.

Note- the revenue estimates made for the levy were very conservative.

Fiscal Impact:	See attached doo	cuments.			
<b>Proposed Motion</b>	າ:				
No motion necess	ary. Informational	only.			
Reviewed by Dist	rict Legal Counsel	: Yes	_No	X	Date:
Three Touch Rul	N	I/A I/A	First Bo		eview ing (Informational) eeting (Action)
Action Taken:	Adopted	Rejected		Postpone	ed
Follow-up Neede	<u>ed</u> : Yes <u>N/A</u>	No		Report ba	ack date: <u>Monthly</u>
Notes: Attachments: - 2021 Levy Certif - 2021 Levy Limit					

- History of District Levy Rates at Approval



**Accounting Division** 500 Fourth Avenue, ADM-AS-0725 Seattle, WA 98104-2384

(206) 263-2308 FAX (206) 296-0106 Email: assessor.info@kingcounty.gov http://www.kingcounty.gov/assessor/

John Wilson Assessor

### **CERTIFICATION OF ASSESSED VALUATION**

I, John Wilson, King County Assessor, pursuant to the duty imposed upon me by RCW 84.48.130, certify that the assessed valuation of all the taxable property situated within the boundaries of the Des Moines Pool Metro Park for the assessment year 2020 and tax year 2021 is \$4,814,321,868 and is recorded as such in the King County Assessment Roll.

The above valuation is based upon the values established and certified in the 2020 assessment year and certified to the King County Board of Equalization on November 2, 2020 pursuant to RCW 84.40.320.

This valuation includes \$39,445,702 which is the value of new construction and improvements to property in 2020, plus any increase in the value of state-assessed property included in the certificate of values from the Washington State Department of Revenue received November 17, 2020.

The value herein certified to you has been adjusted to exclude \$54,877,129, which is exempt from taxation pursuant to RCW 84.36.381, and does not include all changes that may be ordered by the King County Board of Equalization, which is now in session and will remain so for an undetermined period of time.

Dated this 1st day of December 2020.

ohn Wilson, King County Assessor

### **LEVY LIMIT WORKSHEET – 2021 Tax Roll**

#### TAXING DISTRICT:

**Des Moines Pool Metropolitan Park** 

The following determination of your regular levy limit for 2021 property taxes is provided by the King County Assessor pursuant to RCW 84.55.100.

(Note 1)

Using Limit Factor For District	Calculation of Limit Factor Levy	Using Implicit Price Deflator
2,189,976	Levy basis for calculation: (2020 Limit Factor) (Note 2)	2,189,976
1.0100	x Limit Factor	1.0060
2,211,876	= Levy	2,203,116
38,095,999	Local new construction	38,095,999
1,349,703	+ Increase in utility value (Note 3)	1,349,703
39,445,702	= Total new construction	39,445,702
0.22522	x Last year's regular levy rate	0.22522
8,884	= New construction levy	8,884
2,220,760	Total Limit Factor Levy	2,212,000
	Annexation Levy	
0	Omitted assessment levy (Note 4)	0
2,220,760	Total Limit Factor Levy + new lid lifts	2,212,000
4,814,321,868	<ul> <li>Regular levy assessed value less annexations</li> </ul>	4,814,321,868
0.46128	<ul> <li>Annexation rate (cannot exceed statutory maximum rate)</li> </ul>	0.45946
0	x Annexation assessed value	0
0	= Annexation Levy	0
	Lid lifts, Refunds and Total	
0	+ First year lid lifts	0
2,220,760	+ Limit Factor Levy	2,212,000
2,220,760	= Total RCW 84.55 levy	2,212,000
275	<ul> <li>+ Relevy for prior year refunds (Note 5)</li> </ul>	275
2,221,035	= Total RCW 84.55 levy + refunds	2,212,275
	Levy Correction: Year of Error (+or-)	
2,221,035	ALLOWABLE LEVY (Note 6)	2,212,275
	Increase Information (Note 7)	
0.46134	Levy rate based on allowable levy	0.45952
1,057,603	Last year's ACTUAL regular levy	1,057,603
1,154,273	Dollar increase over last year other than N/C – Annex	1,145,513
109.14%	Percent increase over last year other than N/C – Annex	108.31%
	Calculation of statutory levy	
	Regular levy assessed value (Note 8)	4,814,321,868
	x Maximum statutory rate	0.75000
	= Maximum statutory levy	3,610,741
	+Omitted assessments levy	0
	=Maximum statutory levy	3,610,741
	Limit factor needed for statutory levy	Not usable

ALL YEARS SHOWN ON THIS FORM ARE THE YEARS IN WHICH THE TAX IS PAYABLE. *Please read carefully the notes on the reverse side.* 

#### Notes:

- 1) Rates for fire districts and the library district are estimated at the time this worksheet is produced. Fire district and library district rates affect the maximum allowable rate for cities annexed to them. These rates *will* change, mainly in response to the actual levy requests from the fire and library districts. Hence, affected cities may have a higher or lower allowable levy rate than is shown here when final levy rates are calculated.
- 2) This figure shows the maximum *allowable levy*, which may differ from any actual prior levy if a district has levied less than its maximum in prior years. The maximum allowable levy excludes any allowable refund levy if the maximum was based on a limit factor. The maximum allowable levy excludes omitted assessments if the maximum was determined by your district's statutory rate limit. If your district passed a limit factor ordinance in the year indicated, that limit factor would help determine the highest allowable levy. However, if the statutory rate limit was more restrictive than your stated limit factor, the statutory rate limit is controlling.
- 3) Any increase in value in state-assessed property is considered to be new construction value for purposes of calculating the respective limits. State-assessed property is property belonging to inter-county utility and transportation companies (telephone, railroad, airline companies and the like).
- 4) An omitted assessment is property value that should have been included on a prior year's roll but will be included on the tax roll for which this worksheet has been prepared. Omits are assessed and taxed at the rate in effect for the year omitted (RCW 84.40.080-085). Omitted assessments tax is deducted from the levy maximum before calculating the levy rate for current assessments and added back in as a current year's receivable.
- 5) Administrative refunds under RCW 84.69.020 were removed from the levy lid by the 1981 legislature.
- 6) A district is entitled to the lesser of the maximum levies determined by application of the limit under RCW 84.55 and the statutory rate limit. Levies may be subject to further proration if aggregate rate limits set in Article VII of the state constitution and in RCW 84.52.043 are exceeded.
- 7) This section is provided for your information, and to assist in preparing any Increase Ordinance that may be required by RCW 84.55.120. The increase information compares the allowable levy for the next tax year with your ACTUAL levy being collected this year. The actual levy excludes any refund levy and expired temporary lid lifts, if applicable. New construction, annexation and refund levies, as well as temporary lid lifts in their initial year, are subtracted from this year's *allowable* levy before the comparison is made.
- 8) Assessed valuations shown are subject to change from error corrections and appeal board decisions recorded between the date of this worksheet and final levy rate determination.

Year	Prelim Levy Rate
2010	N/A
	(Interfund Loan)
2011	.2067
2012	.2325
2013	.2528
2014	.2508
2015	.2125
2016	.3061
2017	.2911
2018	.3438
2019	.2771
2020	.2271
2021	.2094

# DMPMPD Tax Levy History



### AGENDA ITEMS SUMMARY SHEET

F					
Agenda Item #: <u>8a</u>	Assigned to: District GM	Meeting Date: <u>12/15/2020</u>			
Under: New Business	_ Attachment:	Yes <u>X</u> No			
Subject: Architect (Engl	ineer) of Record RFQ Process				
		ommissioners tasked the District GM			
	n legal and it was determined that ne 2015 RFQ to select an architect	legally the District can utilize MRSC only produced one applicant.			
	nmending that he work with the Ca ng back to the entire board at the	•			
Fiscal Impact: N/A – Ma	anv Variables Involved.				
Contracts Committee to	ove to approve the District General develop a list of potential firms an ecord to be presented at a future m				
Reviewed by District Le	gal Counsel <b>: Yes<u>X</u>No_</b>	Date:_ <u>12/02/2020</u>			
Three Touch Rule:       N/A       Committee Review         11/17/20       First Board Meeting (Informational)         12/15/20       Second Board Meeting (Action)					
Action Taken:	Adopted Rejected	_Postponed			
Follow-up Needed:	Yes <u>X</u> No	Report back date: <u>N/A</u>			
- 2015 Enginee - About MRSC	Design Presentation er of Record RFQ and List of Appr Rosters Page ( <u>https://mrscrosters</u> ial MRSC Roster – Aquatic Pool D				



#### 1

#### ARCHITECT/ENGINEER OF RECORD

From RFQ - "Engineer of Record"

Provides Analysis, Bidding, Project Design and Project Management.

Need to reanalyze process with CoDM (Project Management ILA) for process and ensure not duplication of services

- Other potential services:
   MtR aniner Pool End of Life
   Complete Aquatic Feasibility Study
   ADA Upgrades
   Potential Remodel
   Capital Improvements
   Others determined by circumstances

2

#### HISTORY OF ARCHITECT/ENGINEER OF RECORD

RFQ in July 2015 (See attached)

Five firms chosen to approach (See attached) BLRB (Current Firm) Only Responder 2016 List of Projects for Closure Closure 2017-2018 Also had previously completed Mt Rainier Pool Analysis in 2014 that provided updated information in 2018

Board looking to revamp process in Fall 2020

### Recommendation (From Legal)

- No RFQ Needed. Use MRSC Rosters. Wide-Variety of Selections (Architect, Engineer & Aquatic Design)  $^{\circ}\,$  We are members of MRSC and have access
- Develop list from Architectural, Engineer and Aquatics Professionals
- Develop potential scope, interview questions and process for references

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

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	District GM works with Capital & Contracts Committee (Gene and Joe) to develop list of qualified firms to approach			
	Develop scope of services, processes and potential projects			
Suggested Process	Approach firms in early 2021 to setup meetings			
	Select firm(s)			
	Negotiate potential contract			
	Board meeting(s) to approve contract			
	Move forward			

5



#### DES MOINES POOL METROPOLITAN PARK DISTRICT Engineering Services RFQ Solicitation

				and the second sec	
RFQ Sent	Date Sent	Response Received	Interviewed	Committee Recommendation	Board Appointment
BLRB Architects, 1250 Pacific					
Avenue, Suite 700, Tacoma, WA					
98402	9-Jul-15				
Peterson Structural Engineers, 708 Broadway, Suite 100A, Tacoma, WA 98402	9-Jul-15				
Stantec, 11130 NE 33rd Place, Suite 200, Bellevue, WA 98004	9-Jul-15				
Reid Middleton, Inc. 728 134th					
Street SW, Suite 200,Everett,					
WA 98204	9-Jul-15				
DCI Engineers, 818 Stewart					
Street, Suite 1000, Seattle, WA					
98101	9-Jul-15				

## Des Moines Pool Metropolitan Park District

### Request for Qualifications Engineering Services

#### BACKGROUND

The Des Moines Pool Metropolitan Park District (District) is a Washington Municipal Corporation that was created by a majority of voters in a geographic area with boundaries coterminous with the City of Des Moines, Washington. Its constituted purpose are the management, operation, maintenance, repair and replacement of the Mount Rainier Pool, located at 22722 19<sup>th</sup> Avenue South in Des Moines. The facility was constructed in the early 1970's as part of a King County "Forward Thrust" initiative that built sixteen such pools throughout King County in the 1960's and 1970's. The Mount Rainier Pool opened in September, 1975. The Pool was operated by King County until early 21<sup>st</sup> century budget constraints forced the County to remove funding from the pools and turn over responsibilities for their continued operation to the local communities – who were facing the same kinds of budget shortfalls. The people of Des Moines responded by creating a special taxing district that provides sufficient supplemental operating revenue to keep the pool running and to put it back into satisfactory operating condition.

Critical issues having been dealt with it is now the intent of the District to complete a list of needed repairs, replacements and additions that will restore the building and the pool into excellent condition.

#### SCOPE OF SERVICES

The District seeks to appoint an "Engineer of Record" for a period of up to three years with provisions for renewals of longer terms. The appointee would provide analysis, project design, bidding and project management for repairs, additions or improvements to its aquatics facility located at 22722 19<sup>th</sup> Avenue South in Des Moines, Washington. Competencies sought include a broad range of disciplines. Respondents must describe their qualifications in structural, civil, soils, electrical and other engineering pursuits. Project design and management methods and practices must also be discussed.

Examples of the desired services include:

- Working with District staff to accomplish the ends desired by the District Board of Commissioners (Board)
- o Review of the already identified repairs or improvements communicated to the District
- Analysis of the work needed to complete each repair on a case by case basis as communicated by the District
- Preparation of cost estimates to accomplish such repairs

- Preparation of competitive bid specifications, when required, and circulation of invitations to bid by qualified providers
- Recommendation of most responsive bid on each project
- Management and inspection of each project.

#### RESPONSE REQUIREMENTS

- Provide a statement of your technical competence and experience in dealing with structural repairs to reinforced concrete and to reinforced masonry buildings
- Provide examples of your experience supplying construction estimates, competitive bid specifications and any variance between your estimates and low responsive bids
- Supply information regarding your construction management philosophy
- Explain your experience with various regulatory agencies -- local, state or regional
- Describe your project team, identifying who would be the ongoing principal contact with the District
- Provide a list of at least three public agencies to whom you have provided similar services. Include contact names, addresses and telephone numbers.
- Include a narrative that describes your project approach, time frame by which you would be able to begin work on a given project and a typical time frame from onset to completion
- Provide specific examples of your work with aquatics related facilities
- o Discuss any additional information that may assist the District Board in making a selection.

#### SELECTION CRITERIA.

The following may be used to evaluate the applicants:

- o Demonstrated experience and expertise in aquatics related public works projects.
- Previous overall experience of Engineer.
- o References.
- o General impressions and presentation of qualifications.
- o Demonstrated ability to meet requirements listed above.

#### TERMS AND CONDITIONS.

- The District reserves the right to reject any and all SOQs.
- The District reserves the right to request clarification of information submitted, and to request additional information from any Engineer.
- The District reserves the right to retain the services of the next most qualified Engineer, if the successful Engineer for any reason is unable to or refuses to provide services when specifically requested by the District.
- The District shall not be responsible for any costs incurred by the Engineer in preparing, submitting or presenting its response to the RFQ.

#### **INFORMATION CONTACTS**

Further information regarding the Mt. Rainer Pool may be obtained by contacting

Scott Romano, Project Manager 206 450 6758 sromano@desmoineswa.gov Ken Spencer, Pool Manager 206 303 7209 kennethrspencer@comcast.net

Information regarding the Request for Qualifications or the response process may be obtained by contacting

Rodger Bennett, District Manager 206 429 3852 541 991 0777 rodger.bennett@desmoinespool.org

#### SUBMITTAL DEADLINE

Responses must be received by the District not later than 3:00 PM, July 30, 2015.

Des Moines Pool Metropolitan Park District P.O. Box 98711 22015 Marine View Drive South Des Moines, WA 98198 206-429-3852 http://www.desmoinespool.org



PUBLIC AGENCIES

BUSINESSES

**ABOUT MRSC ROSTERS** 

ABOUT MRSC ROSTERS

#### HOME CONTACT US SEARCH

#### MEMBER LOGIN

USERNAME PASSWORD Des Moines Met Park

LOG IN HAVING TROUBLE LOGGING IN?

•••••

#### JOIN MRSC ROSTERS

- BUSINESS SIGN UP >
- PUBLIC AGENCY SIGN UP

### **MRSC** Rosters

MRSC Rosters is a roster service that provides a membership database used by participating Washington public agencies to efficiently and affordably contact registered businesses about small public works construction projects, consulting opportunities, and contracting of goods or services. MRSC Rosters has no involvement in how public agency members procure services through the roster process.

#### Who We Serve

We serve Washington counties, cities, and special purpose districts authorized to use a roster contracting process and businesses who meet the eligibility requirements for providing services to local governments.

#### **Mission and Operations**

The non-profit Municipal Research and Services Center (MRSC) provides the MRSC Rosters as part of our mission to support Washington local governments with trusted consultation, research, training, and collaboration since 1934. MRSC Rosters is a self-sustaining program that is funded by public agency membership fees, and fees from businesses when fees are applicable. Visit MRSC.

#### **Upcoming Events**

TBD

MORE IN THIS SECTION:

Contact Us

FAQ

#### **DOWNLOAD + VIEW:**

Public Agency Info Flyer

**Business Info Flyer** 

#### **BROWSE:**

**Participating Agencies Registered Businesses** Service Categories

Public Agency Name:	Des Moines Pool Metropolitan Park Distric	
Roster Type:	Consultant Roster	
Date:	12/07/2020	
Time:	02:14 pm	
Main-Category:	Architectural Services	
Sub-Category:	Aquatic Pool Design, Architectural Design	

#### **Consultant Roster Businesses:**

Anjali Grant Design LLC **ARC Architects** Architecture All Forms Architecture for Everyone AustinCina Architects, p.s. **Baylis Architects** BCRA, Inc **BLRB** Architects Buffalo Design, Inc. BuildingWork Cardinal Architecture PC **Coffman Engineers** Cornerstone Architectural Group dean alan architects pllc **DeForest Architects LLC** Environmental Works Erickson McGovern PLLC Fivedot LLC Forte Architects, Inc. Framework Garland/DBS, Inc. Glumac HDR Engineering, Inc. **HKP** architects HYTECH ROOFING, INC. **INNOVA** Architects Inter-Fluve, Inc. Johnston Architects LLC Jones & Jones Architects and Landscape Architects KNIT KPG Land Expressions Land Morphology LENITY ARCHITECTURE LMN Architects Logan Simpson Magellan Architects MG2 Michael Terrell Landscape Architecture, PLLC MIG, Inc. Nature by Design, Inc. Northwest Aquatic Eco-Systems Northwest Playground Equipment, Inc. OAC Services, Inc. Orca Pacific, Inc. Osborn Architects Inc, PS (OAI) Page & Beard Architects, PS Pelletier + Schaar, LLC Peterson Structural Engineers **Rice Fergus Miller Richaven Architecture & Preservation** RMC Architects, PLLC RSS Architecture, P.C. Sazan Group, Inc. Schemata Workshop, Inc. SCR Architects

SHKS Architects Signal Architecture + Research Sitts & Hill Engineers, Inc. Stantec Stemper Architecture Collaborative PLLC Studio C Architecture LLC Studio Meng Strazzara TCA Architecture Planning, Inc TCF Architecture, PLLC Terracon Consultants, Inc. The Design Collective The Driftmier Architects, P.S. The Greenbusch Group, Inc. tk1sc Tres West Engineers Weber Thompson Weddermann Architecture, PLLC Willdan Performance Engineering WSP USA Inc.

### AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 8b	Assigned to:	District GM		Meeting	Date: <u>12/15/2020</u>
Under: New Business			Yes _	-	No
Subject: HSD Lease Pro	ocess				
<b>Background/Summary:</b> At the November 17, 202 to report back on the pro-	0 Board Meeting,			oners task	ed the District GM
Attached is a report on th amendments.	e District GM's re	search and a cop	by of the	e HSD lea	se and
The current lease is set t	o expire on April 3	80,2020.			
Fiscal Impact: N/A – Ma	ny Variables Invo	lved.			
	, · · · · · · · · · · · · · · · · · ·				
<b>Proposed Motion:</b> I move Contracts to develop a list at a future board meeting	st of potential nego				
Reviewed by District Leg	al Counsel: Ye	es <u>X</u> No		Date: <u>12/</u>	02/2020
<u>Three Touch Rule</u> :	12/15/20	Committee Revie First Board I rminedSe	Meeting		
Action Taken:	Adopted F	Rejected	Postp	oned	
Follow-up Needed:	/es <u>X</u> N	lo	Repor	t back da	te: <u>N/A</u>
Notes: Attachments: - HSD Lease Pr - Current HSD I	resentation _ease and Amend	ments			

### HSD Lease

December 15, 2020

1

#### HSD Lease Main Terms

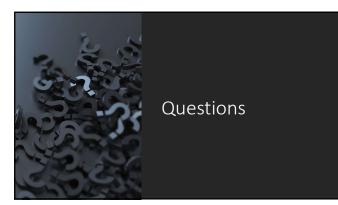
- Lease (Attached)
- Needs to resign lease 365 days before current (10-year) expires April 30, 2021.
- Main options:
  - Renew contract Additional 10-year term
  - Extend contract (short-term) Get past COVID-19
  - Negotiate new contract w/terms
- Terms can be renegotiated at any time but would be good to have it done before current contract expires.

2

#### Process

• Met with Brian

- Went over items, other similar agreements and process
- Developing Terms (Meet with Capital and Contracts Committee) • Send to Brian for review in early 2021
- Send terms to HSD and schedule meeting
   Good to schedule this after January retreat
- Negotiate with HSD
- Finalize New Contract, Extend or Resign by April 30, 2020



#### LEASE

THIS LEASE (this "Lease") is entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2012 by and between HIGHLINE SCHOOL DISTRICT NO. 401, a Washington municipal corporation ("Landlord") and DESMOINES POOL METROPOLITAN PARK DISTRICT, a Washington municipal corporation ("Tenant").

1. <u>Leased Premises</u>. Landlord is the owner of the real property ("Real Property") in King County, Washington more particularly described on EXHIBIT A attached hereto.

Situated on the Real Property is a building ("Building") containing, among other things, a swimming pool known as Mt. Rainier Pool ("Pool") and associated facilities located at 22722 19th Avenue South, DesMoines, Washington. The Real Property, Building and Pool are hereinafter referred to collectively as the "Leased Premises."

In consideration of the covenants and conditions herein to be performed and observed by Tenant, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Premises.

2. <u>Term</u>. The initial term of this Lease shall be for a ten (10) year period commencing on the date hereof ("Commencement Date") and expiring on <u>April 30</u>, 2022. Tenant shall have the right to renew this Lease for one additional term ("Renewal Term") of ten (10) years. In order to exercise its right to renew, Tenant shall give Landlord written notice of its election to renew not later than three hundred sixty-five (365) days prior to the expiration of the initial term; provided, however, that if Tenant has been in default beyond any applicable cure period during the initial term of this Lease, or if at the time of Tenant's exercise of the Renewal Term or at the commencement of the Renewal Term any event or condition has occurred which but for the lack of notice or passage of time would constitute a default under the Lease, then Tenant shall have no right to exercise the Renewal Term, and any purported exercise of the Renewal Term by Tenant shall be null, void and of no force or effect. As used herein, "Term" shall mean the initial term of this Lease, as it may be extended by exercise of the Renewal Term, and "Lease Year" shall mean each twelve (12) month period beginning on the Commencement Date.

3. <u>Consideration: Usage by Landlord</u>. Tenant agrees that Landlord shall have the right to use of the Pool for its school swim programs and other school district activities and events in accordance with the Pool schedule set forth on Exhibit B attached hereto, without payment of any pool usage fees. Landlord shall be granted Pool usage rights on at least as favorable a schedule throughout the Term of this Lease, consistent with those set forth on Exhibit B, and the parties shall cooperate reasonably and in good faith in developing the Pool usage schedule for Landlord's use, without payment of any pool usage fees, from time to time during the Term. Landlord agrees that the leasing of the Leased Premises by Tenant, together with Tenant's repair, maintenance and other covenants contained herein and the usage of the Pool granted to Landlord herein, constitutes sufficient consideration to Landlord for the granting of this Lease, and Tenant shall not be required to pay monthly rent for the Leased Premises.

#### 4. <u>Use of Premises</u>.

Tenant shall use the Leased Premises for a community swimming pool facility, including such usage as is granted to Landlord pursuant to Section 3 above, and/or such other uses as Landlord shall approve. Tenant shall obtain at its expense all necessary licenses and permits and at all times shall comply with all applicable federal, state, and local laws and regulations. Copies of all licenses and permits shall, upon request, be submitted to the Landlord.

#### 5. Assigning or Subletting; Management Agreement.

(a) Tenant shall not assign, sublease, transfer or encumber this Lease or any interest therein or grant any license, concession or other right of occupancy of the Leased Premises or any portion thereof or otherwise permit the use of the Leased Premises or any portion thereof by any party other than Tenant (any of which events is hereinafter called a "Transfer") without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion. In no event shall any Transfer release or relieve Tenant from any obligations under this Lease, and Tenant shall pay Landlord's reasonable costs incurred (including, but not limited to, reasonable attorneys' fees) in considering a request for approval to Transfer this Lease.

(b) Notwithstanding the foregoing, Tenant shall have the right to retain a qualified management company to manage and operate the Leased Premises, provided that Tenant obtains Landlord's prior written consent to the identity of the management company and the management contract and insurance requirements to be entered into with respect thereto, which consent shall not be unreasonably withheld or delayed.

Tenant shall, at a minimum, require that any management company provide evidence of the following insurance coverage.

- I. Commercial General Liability Insurance: Management company shall, at its sole expense, maintain Commercial General Liability insurance for bodily injuries (including sickness or death) and property damage in the minimum amount of \$5,000,000 combined single limit per occurrence, and in the minimum amount of \$7,000,000 in the aggregate.
- II. Sexual Abuse/Molestation Insurance: Management company shall, at its sole expense, maintain Sexual Abuse/Molestation insurance in the minimum amount of \$1,000,000 combined single limit per occurrence, and in the minimum amount of \$3,000,000 in the aggregate.
- III. Employers Liability (Washington Stop-Gap): No less than \$1,000,000 per occurrence
- IV. Automobile Liability: Bodily Injury and Property Damage liability in a minimum amount of \$2,000,000 per accident for owned, non-owned and hired automobiles.
- V. Commercial General Liability, Employers Liability (Washington Stop-Gap) and Automobile Liability insurance shall name the Tenant and Landlord as Additional Insured. Insurance shall be Primary to and Non-Contributing with any insurance maintained by Tenant and Landlord. Insurance shall provide Waiver of Subrogation.

#### 6. Liability.

(a) Each party shall be responsible only for the acts and omissions of its own officers, employees, and agents acting as such, and neither party shall be considered the agent of the other. No party shall be liable for damages or claims which arise from or relate to the performance or nonperformance of this agreement by the other party.

(b) Personal property of the Tenant on the Leased Premises shall be the responsibility of the Tenant, and any loss or damage to such property shall be at the sole risk of the Tenant.

(c) Tenant shall indemnify, defend (using legal counsel acceptable to Landlord) and save Landlord, its directors, officers, employees and agents harmless from all claims, suits, losses, damages, fines, penalties, liabilities and expenses (including but not limited to attorneys' fees and other costs incurred in connection with claims, regardless of whether such claims involve litigation) resulting from any actual or alleged injury (including death) of any person or from any actual or alleged loss of or damage to, any property arising out of or in connection with (i) Tenant's occupation, use or improvement of the Leased Premises, or that of its employees, agents or contractors, (ii) Tenant's breach of its obligations hereunder, or (iii) any act or omission of Tenant or any subtenant, licensee, assignee or concessionaire of Tenant, or of any officer, agent, employee, guest or invitee of Tenant, or of any such entity in or about the Leased Premises. Tenant agrees that the foregoing indemnity specifically covers actions brought by its own employees, and Landlord agrees that Tenant shall not be required to indemnify Landlord for claims arising out of the negligence or willful misconduct of Landlord or its employees, agents or contractors or for claims arising out of the acts or omissions of persons for whose conduct Tenant would not otherwise be responsible under Washington law. This indemnity with respect to acts or omissions during the term of this Lease shall survive termination or expiration of this Lease. The foregoing indemnity is specifically and expressly intended to constitute a waiver of Tenant's immunity under Washington's Industrial Insurance Act, RCW Title 51, to the extent necessary to provide Landlord with a full and complete indemnity from claims made by Tenant and its employees, to the extent provided herein. Tenant shall promptly notify Landlord of material casualties or accidents occurring in or about the Leased Premises which are either life-threatening injuries or are reportable for insurance coverage purposes. LANDLORD AND TENANT ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION 6 WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.

#### 7. <u>Insurance</u>.

(a) Property Insurance: Tenant shall, at its sole expense, obtain and keep in force, throughout the term of this Lease, a policy or policies of insurance protecting against physical loss to the Leased Premises and including earthquake coverage. The amount of such insurance will not be less than the full replacement value of the improvements on the Leased Premises including the cost to cover foundations, comply with current building codes, demolition costs and to cover the increased cost of construction due to the operation of building laws. Any deductible applicable to such insurance shall be the responsibility of Tenant.

(b) Commercial General Liability Insurance: Tenant shall, at its sole expense, maintain commercial general liability insurance for bodily injuries (including sickness or death) and property damage in the minimum amount of \$5,000,000 combined single limit per occurrence, and in the minimum amount of \$10,000,000 in the aggregate, Employers Liability (Washington Stop-Gap) in the amount of no less than \$1,000,000 per occurrence, and auto bodily injury and property damage liability in a minimum amount of \$2,000,000 per accident for owned, non-owned and hired automobiles. Such insurance shall be primary to and non-contributing with any insurance maintained by Landlord.

(d) Simultaneously with the delivery of this Lease, Tenant shall furnish Landlord evidence of insurance coverage. All insurance shall be placed in insurance companies licensed to do business in the state of Washington and that reflect a Best Insurance Rating of A VIII or better. Coverage through Washington Cities Insurance Authority, a municipal risk pool, is acceptable to Landlord.

#### 8. Maintenance, Repairs and Utilities.

(a) Tenant acknowledges that it has been operating the Leased Premises for the uses permitted hereunder since approximately March, 2010, pursuant to that certain Interlocal Agreement Regarding Mount Rainier Pool dated March, 2010 between Landlord and Tenant. No representation as to the condition or repair of the Leased Premises or any improvements thereto has been made by Landlord, Tenant having made its own inspection and Tenant having accepted the Leased Premises in their present condition. Neither Landlord, its directors, officers, employees or agents shall be liable for loss of or damage to any property of Tenant arising from any defect in the construction or present or contemplated condition of the Leased Premises , whether known or unknown. Tenant acknowledges that it has had an opportunity to inspect the Leased Premises, and that it takes and accepts the Leased Premises "as is" in its current condition, and subject to matters of record, and Tenant shall be responsible for any work performed or to be performed by Tenant on or about the Leased Premises.

(b) Tenant assumes responsibility for all aspects and conditions of the Leased Premises, including but not limited to maintenance, repairs, and capital improvements to the Leased Premises. Tenant shall maintain the Leased Premises at Tenant's sole cost, to include, but not be limited by, the following: roof, walls, foundation, mechanical and electrical systems, grounds, plumbing, sewer, roads and parking lots, and fencing; provided, however, that Landlord shall be responsible for mowing of the lawn surrounding the Building in accordance with Landlord's general lawn maintenance standards. Tenant shall give Landlord prior written notice of all major maintenance or capital improvements made by Tenant to the Leased Premises.

(c) Tenant will promptly make all necessary repairs, and covenants that all repairs shall be made in an efficient and competent manner in accordance with all applicable building regulations, codes and rules. In the event that Tenant fails to make any repairs required herein, Landlord shall have the right (but no obligation) to make said repairs and charge Tenant for the cost thereof.

(d) Tenant shall provide and pay all utility costs, including but not limited to water, sewer, electricity, light, heat, telephone, telecommunications and garbage service, during the Term of this Lease.

9. <u>Facility Alterations</u>. Tenant shall not make any alterations, additions, or improvements of or to improvements on the Leased Premises, nor shall Tenant demolish the Building, without the prior written consent of Landlord, which shall not be unreasonably withheld; provided, however, that Landlord's prior written consent shall not be required for alterations which (i) are non-structural, (ii) do not affect Building or Pool systems or utilities, (iii) do not require governmental permits and (iv) do not affect the exterior or appearance of the Building. Any alterations, additions and improvements which are made shall be at the sole cost and expense of Tenant, and shall remain in and be surrendered with the Leased Premises at which time title thereto shall revert to Landlord. Tenant shall pay all costs for any alterations permitted hereunder and shall keep the Leased Premises free and clear of all mechanics' or similar liens which may result from construction by Tenant or its agents.

10. <u>Removal of Tenant Owned Equipment</u>. Any and all equipment, temporary partitions, and trade fixtures of whatsoever name or nature that Tenant may install in or on the Leased Premises shall be removed at the termination of this Lease, and Tenant shall repair any damage or injury caused by such removal.

11. <u>Eminent-Domain</u>. In the event the entire Leased Premises shall be condemned for public use, then, upon the taking of the same for such public use, this Lease shall become void, and the Term herein granted shall cease on the date the condemnor takes possession. In the event a part of the Leased Premises is condemned, this Lease shall not terminate but the leased areashall be reduced in the proportion which the portion of the Leased Premises so taken bears to the entire Leased Premises.

12. <u>Right of Inspection</u>. Landlord shall have the right to enter the Leased Premises on reasonable notice and at reasonable times during the term of this Lease to inspect the condition of the same.

13. <u>Signs</u>. Tenant shall not display on the Leased Premises or the Building any sign without Landlord's consent, which consent shall not be unreasonably withheld.

14. <u>Custodial Services, and Grounds Maintenance</u>. Tenant shall supply at its own cost and expense custodial services and maintenance of the grounds, including the flowerbeds and parking lot, and Landlord shall supply at its own cost and expense lawn mowing services for the lawn surrounding the Building. Aside from the lawn mowing to be provided by Landlord, Tenant shall maintain the Building and grounds in a manner reasonably acceptable to Landlord.

15. Loss by Fire or Other Casualty. In the event of damage to or destruction of the Building, by fire or any other cause, Tenant shall, at its sole cost and expense, restore, repair, replace, rebuild, modify or alter the same as promptly as practicable to substantially its condition prior to said damage or destruction. Any repair, restoration, replacement or other construction shall be done in accordance with plans and specifications prepared by Tenant at its expense and approved by Landlord, which approval shall not be unreasonably withheld or delayed. Tenant

shall diligently commence and continuously carry out such repair, replacement, reconstruction and rebuilding to full completion as soon as possible.

#### 16. Default; Remedies.

(a) Upon the occurrence of any of the following events, Landlord shall have the remedies set forth hereunder:

(i) Tenant fails to perform any term, condition or covenant to be performed by it pursuant to this Lease within thirty (30) days after receipt of written notice of such failure from Landlord or, if cure would reasonably require more than thirty (30) days to complete, Tenant fails to commence performance within the thirty (30) day period or fails to diligently pursue such cure to completion; or

(ii) Tenant shall become bankrupt or insolvent or file any debtor proceedings or have taken against such party in any court pursuant to state or federal statute, a petition in bankruptcy or insolvency, reorganization or appointment of a receiver or trustee; or Tenant petitions for or enters into an arrangement; or suffers this Lease to be taken under a writ of execution.

(b) Upon the occurrence of any of the events set forth in section 16(a) above, Landlord shall have the option to take any or all of the following actions, without further notice or demand of any kind to Tenant or any other person:

(i) Landlord may immediately reenter and remove all persons and property from the Leased Premises, storing said property in a public place, a warehouse or elsewhere at the cost of, and for the account of, Tenant. No such reentry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given by Landlord to Tenant. No such action by Landlord shall be considered or construed to be a forcible entry.

(ii) Landlord may enforce, by suit or otherwise, any term or provision hereof on the part of Tenant required to be kept or performed.

(iii) Landlord may terminate this Lease by written notice to Tenant. In the event of such termination, Tenant agrees to immediately surrender possession of the Leased Premises. Should Landlord terminate this Lease, it may recover from Tenant all damages it may incur by reason of Tenant's breach, including, without limitation, the cost of recovering the Leased Premises and reasonable attorneys' fees.

Should Landlord reenter, as provided above, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, and whether or not it terminates this Lease, Landlord may relet the Leased Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. No such reentry and releting of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant, or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

#### 17. <u>Rights of Termination</u>.

Landlord and Tenant shall each have the right to terminate this Lease upon written notice to the other, as follows: (a) there shall be no right to terminate under this Section 17 during Lease Years 1 and 2; (b) during Lease Years 3, 4 and 5, either party may terminate this Lease upon giving at least thirty-six (36) months prior notice during such Lease Years; (c) during Lease Years 6 and 7, either party may terminate this Lease upon giving at least twenty-four (24) months prior notice during such Lease Years; and (d) during Lease Years 8 and 9, either party may terminate this Lease upon giving at least twelve (12) months prior notice during such Lease Years. This Section 17 includes all of the rights of the Landlord to recapture the Leased Premises for school purposes required under RCW 28.A.335.040.

#### 18. Surrender; Holding Over.

On expiration or earlier termination of the Term, Tenant shall surrender the Leased Premises and all Tenant's improvements and alterations to Landlord broom clean and in good condition. Tenant shall remove all of its personal property within the time period stated in this Section. Tenant, at its cost, shall perform all restoration made necessary by, and repair any damage to the Leased Premises caused by, the removal of its personal property to Landlord's reasonable satisfaction within the time period stated in this Section. Landlord may, at its election, retain or dispose of in any manner any of Tenant's personal property that Tenant does not remove from the Leased Premises on expiration or termination of the Term as allowed or required by the provisions of this Lease by giving ten (10) days notice to Tenant. Title to any such personal property that Landlord elects to retain or dispose of on expiration of such ten (10) day period shall vest in Landlord. Tenant waives all claims against Landlord for any damage to Tenant resulting from Landlord's retention or disposition of any such personal property. Tenant shall be liable to Landlord for Landlord's costs for storing, removing and disposing of Tenant's personal property. If Tenant fails to surrender the Leased Premises to Landlord on expiration or termination of the Term as required by this Section, Tenant shall hold Landlord harmless from all damages resulting from Tenant's failure to timely surrender the Leased Premises. If Tenant, without Landlord's prior consent, remains in possession of the Leased Premises after expiration or termination of the Term, or after the date in any notice given by Landlord to Tenant terminating this Lease, such possession by Tenant shall be deemed to be a tenancy at sufferance terminable at any time by either party.

19. <u>Waiver</u>. No act or omission of Landlord at any time after the happening of any event authorizing the cancellation or forfeiture of this Lease by Landlord shall operate as a waiver of any past or future violation, breach or failure to keep and perform any covenant, agreement, term or condition hereof, or deprive Landlord of the right to cancel or forfeit this Lease at any time that cause for cancellation or forfeiture may exist, or be construed at any future time to stop the Landlord from exercising any other right, option or remedy which Landlord may have under any term or provision of this Lease.

20. <u>Notices</u>. Any notices required to be served on or given in accordance with the terms of this Lease shall be addressed or delivered as follows:

To Landlord:	Highline School District No. 401 Facilities Services Department 17810 8 <sup>th</sup> Avenue South, Building A Burien, Washington 98148-1788 Attn: Executive Director, Facilities Services
To Tenant:	Des Moines Pool Metropolitan Park District P.O. BOX 98711 Des Moines, WA 98198 Attn: Commission President

Or to such other address or addresses as the respective parties may designate by written notice to the other party. Any notice from one party to the other shall be deemed received upon the earlier of actual receipt or three (3) business days following the posting of said notice in the United States Mail, by certified mail return receipt requested and postage paid.

21. <u>Waiver of Subrogation</u>. Each party does hereby waive its right of recovery from the other for any loss or damage to property caused by perils insured against as provided herein.

22. <u>Property Taxes</u>. Tenant hereby covenants and agrees to pay directly, or reimburse Landlord for, any real property or other taxes, including, but not limited to, leasehold excise taxes, which may be assessed against Landlord, the Leased Premises or this Lease and which are attributable to the use of the Leased Premises by Tenant during the Term of this Lease.

23. <u>Attorneys' Fee and Costs</u>. In the event that either party shall bring suit on this Lease, the non-prevailing party shall be responsible for the payment of the reasonable attorneys' fees and costs incurred by the prevailing party.

24. <u>Compliance With Discrimination Laws</u>. In all hiring or employment made possible or resulting from this Lease, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, or national origin. This requirement shall apply to, but not be limited to, the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied, or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Lease, on the grounds of sex, age, race, color, creed, or national origin, except by minimum age and retirement provisions. Any violation of this provision shall be considered a violation of a material provision of this Lease and shall be grounds for cancellation, termination or suspension in whole or in part of the Lease; provided however, if Tenant is found to have violated a discrimination law, Tenant shall be deemed to have cured the resulting lease violation if Tenant complies with the final judgment of the court or administrative agency, provided that Tenant also takes such steps as are necessary to avoid a repeat violation.

25. <u>No Brokers</u>. Landlord and Tenant each represent to the other that neither is represented by any broker, agent or finder with respect to this Lease in any manner. Each party agrees to indemnify and hold the other party harmless from and against any and all liability, costs, damages, causes of action or other proceedings instituted by any broker, agent or finder,

-8-

licensed or otherwise, claiming through, under or by reason of the conduct of the indemnifying party in any manner whatsoever in connection with this Lease.

26. <u>Modification</u>. The parties agree that this Lease is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein is excluded. The parties reserve the right to modify this Lease. Any modifications to this Lease must be approved by both parties and shall be in writing and signed by both parties.

27. <u>Benefits</u>. This Lease is entered into for the benefit of the parties to this Lease only and shall confer no benefits, direct or implied, on any third parties.

Signatures appear on the following page.

-9-

28. <u>Binding Effect</u>. This Lease shall be binding on and inure to the benefit of the parties, their successors and permitted assigns.

EXECUTED as of the date first above written.

LANDLORD:

TENANT:

HIGHLINE SCHOOL DISTRICT NO. 401

By Its:

DESMOINES POOL METROPOLITAN PARK DISTRICT

By Its: ( omm

STATE OF WASHINGTON ) ) ss. COUNTY OF Kinty )

I certify that I know or have satisfactory evidence that <u>ALAN\_SPICCIATI</u>, the <u>INTERIM\_SUPERINTER</u> of HIGHLINE SCHOOL DISTRICT NO. 401, a Washington municipal corporation, is the person who appeared before me, and said person acknowledged that s/he signed this instrument on behalf of the School District, acknowledged it to be the free and voluntary act of the School District for the uses and purposes mentioned in this instrument, and on oath stated that s/he is authorized to execute this instrument.

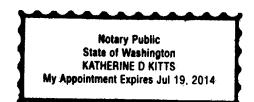
Print Name: PAULA Alna ROCKWERK

NOTARY PUBLIC for the State of Washington, residing at <u>12910 SE 2015t PI</u>, KEMT WA 98030 My appointment expires: <u>11-27-3015</u>

DATED <u>MAY</u> <u>1st</u>, 2012 <u>ANN RO</u> <u></u>

I certify that I know or have satisfactory evidence that <u>Martin Martin Son</u>, the <u>Commissioners-Pres DMPMPD</u> of DESMOINES POOL METROPOLITAN PARK DISTRICT, a Washington municipal corporation, is the person who appeared before me, and said person acknowledged that s/he signed this instrument on behalf of the DESMOINES POOL METROPOLITAN PARK DISTRICT, acknowledged it to be the free and voluntary act of the DESMOINES POOL METROPOLITAN PARK DISTRICT, for the uses and purposes mentioned in this instrument, and on oath stated that s/he is authorized to execute this instrument.

DATED <u>May 3</u>, 2012



Katherine D. Kitts Print Name: Katherine D. Kitts

NOTARY PUBLIC for the State of Washington, residing at <u>Burien WA</u> My appointment expires: <u>07-19-2014</u>

-11-

#### FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "Amendment") is entered into as of this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2013, by and between HIGHLINE SCHOOL DISTRICT NO. 401, a Washington municipal corporation ("Landlord") and DES MOINES POOL METROPOLITAN PARK DISTRICT, a Washington municipal corporation ("Tenant").

#### RECITALS

A. Landlord and Tenant are parties to that certain Lease dated May 1, 2012 (the "Lease"), pursuant to which Tenant leases and operates the Mt. Rainier Pool located at 2272219th Avenue South, Des Moines, Washington.

B. Landlord and Tenant now desire to amend the Lease, pursuant to the terms and conditions contained below, with respect to certain insurance coverage provisions.

C. Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Lease.

#### AGREEMENT

NOW, THEREFORE, in consideration of the of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Tenant and the Landlord District agree as follows:

#### 1. Amendment to Section 5

Landlord and Tenant agree that the third paragraph of Section 5 of the Lease is hereby amended in its entirety to read as follows: "Tenant shall, at a minimum, require that any management company provide evidence of the following insurance coverage; provided, however, that in the event Tenant's management company cannot directly obtain the specified coverage, Tenant shall provide equivalent coverage:"

#### 2. Ratification

Except as expressly amended by this Amendment, the Lease shall remain in full force and effect in accordance with its terms and is hereby ratified and affirmed.

#### 3. Execution in Counterparts

This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date first above written.

#### **DES MOINES POOL METROPOLITAN PARK**

DISTRICT, a Washington municipal corporation

Name: GENE ALHZIGER Ву \_\_\_\_ Title: President

HIGHLINE SCHOOL DISTRICT NO. 401,							
a Washington municipal corporation							
A but							
$_{\rm By}$ () $\mathcal{W}$							
Name: <u>Susan</u> Enfield							
Title: <u>Superintendent</u>							

STATE OF WASHINGTON )
) ss.
COUNTY OF)
On this 6 day of <i>Cuguet</i> , 2013, before me, the undersigned, a
Notary Public in and for the State of Washington, duly commissioned and sworn, personally
appeared <u>Sere Achrices</u> , to me known to be the
person who signed as
METROPOLITAN PARK DISTRICT, the municipal corporation that executed the within
and foregoing instrument, and acknowledged said instrument to be the free and voluntary act
and deed of said municipal corporation for the uses and purposes therein mentioned, and on
oath stated that <u>he</u> was duly authorized to execute said instrument on behalf of the
municipal corporation, and that the seal affixed, if any, is the corporate seal of said
corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Paul

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at <u>line County</u> WA My appointment expires: <u>10 · D5 · 14</u>.

## STATE OF WASHINGTON )

COUNTY OF \_KING\_) ss.

On this  $28^{+}$  day of August, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Suscere Level development, to me known to be theperson who signed as <math>Superint Extended development of HIGHLINE SCHOOLDISTRICT NO. 401, the municipal corporation that executed the within and foregoinginstrument, and acknowledged said instrument to be the free and voluntary act and deed ofsaid municipal corporation for the uses and purposes therein mentioned, and on oath stated $that <math>\underline{she}$  was duly authorized to execute said instrument on behalf of the municipal corporation, and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Jacene & May Ignature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at  $\underline{Fedeel}$   $\underline{U}$  Ay My appointment expires:  $\underline{7-19-2017}$ .

#### **EXHIBIT A**

#### **LEGAL DESCRIPTION**

That portion of the Northwest 1/4 of Section 16, Township 22 North, Range 4 East, W.M., King County, State of Washington, described as follows:

Beginning at the Northwest corner of Lot 1, Block 6, Thunderbird Estates Division No. 3, as recorded in Volume 57 of Plats on pages 37 and 38, Records of King County, Washington; thence North 1°11'48" East along the East margin of 19th Avenue South 292.68 feet; thence South 88°03'32" East parallel with the North line of said Block 6, 315.35 feet; thence South 1°11'48" West 292.68 feet; thence North 88°03'32" West along the North line of said Block 6, 315.35 feet to the point of beginning;

TOGETHER WITH an easement consisting of a strip of land ten (10) feet in width for drainage and utilities, hereinafter called the easement, over, under and across the following described tract of land, also situated in King County, State of Washington:

Beginning at the Northeast corner of Lot 3, Block 6, Thunderbird Estates Division No. 3 as recorded in Volume 57 of Plats on pages 37 and 38, Records of King County, Washington; thence South 88°03'32" East 16.02 feet; thence South 1°15'14" West parallel with the East line of said Lot 3 to the Northerly margin of South 229th Street; thence Westerly along said margin to the Southeast corner of said Lot 3; thence North 1°11'14" East 110.71 feet to the point of beginning.

#### EXHIBIT B

#### **POOL SCHEDULE**

#### **USE BY HIGH SCHOOL INTERSCHOLASTIC SWIM/DIVE TEAMS**

- 1. Fall Season: 2:30-5:30 Weekday Use Starting Monday of The Third Full Week Of August Through Friday Of The Second Full Week Of November.
- 2. Winter Season: 2:30-5:30 Weekday Use Starting Monday Of The Third Full Week Of November Through Friday Of The Second Full Week Of February.
- 3. One Four-Hour Saturday Morning/Early Afternoon Block Per Season By Mutual Agreement To Host A West Central District Zone Dive Event And/Or Invitational Swim Event.
- 4. Practice Blocks Over School District And/Or Holiday Breaks To Be Arranged By Mutual Agreement.
- 5. Any Changes In Schedule Will Require Mutual Acceptance By Pool District And School District.
- 6. Before the 2012 Fall Swim Season Commences, The Pool District and It's Operator (AMG) And The School District Shall Mutually Develop And Mutually Agree On A Set Of Standards Of Conduct And Guidelines For Use Of Mt. Rainier Pool.

#### EXHIBIT B

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# Mount Rainier Pool Des Moines Pool Metropolitan Park District

# FACILITY RENTAL USE AGREEMENT FOR CONTINUED PARTNERS

This Agreement ("Agreement") is made this 6 day of 3nJOnRy, 2029 by and between Des Moines Pool Metropolitan Park District ("District") and Highline School District No, 401 ("HSD"), (individually a "Party" and collectively the "Parties").

#### RECITALS

- WHEREAS, the District operates a swimming Facility, also known as Mount Rainier Pool, located at 22722 19<sup>th</sup> Avenue South, Des Moines, WA 98198 ("Facility" or "Pool"); and
- 2. WHEREAS, the District leases the Facility from HSD pursuant to a Lease Agreement dated May 1, 2012" 'Lease"
- 3. WHEREAS, HSD reserved certain Facility use rights under the Lease as set forth in Exhibit B to the Lease.
- 4. WHEREAS, Per section 5, of Exhibit B of the Lease HSD is, "Any changes in schedule will require mutual acceptance Pool District and School District."
- 5. WHEREAS, the 2019 -2020 schedule was set and confirmed by both parties in accordance with Exhibit B, and;
- 6. WHEREAS, HSD has requested additional times outside of mutually agreed times for the Mount Rainer High School swim and dive teams, and for the Highline/Evergreen/Tyee Co-op swim and dive teams;
- 7. WHEREAS HSD has requested temporary use of the Pool for school district swim practices and competitive swim meets outside of the mutually agreed times during a temporary period in which other pools used by HSD are temporarily closed.
- 8. WHEREAS, HSD usage outside of the mutually agreed times, have an impact on Pool District taxpayers, which include taxpayers outside of the Highline School District.
- 9. WHEREAS, the District is willing to cooperate with HSD to provide additional use times outside the scope the Lease.

NOW, THEREFORE, the Parties hereto agree as follows:

#### AGREEMENT

- 1. <u>Premises</u>. the District agrees to allow HSD to use the Mount Rainier Pool Facility for the purposes and subject to the terms and conditions established in this Facility Rental Use Agreement.
- 2. <u>Term/Termination</u>. This Agreement shall be effective  $\int_{anv N}^{anv N} \frac{1}{20}$ , 20<u>20</u> and will remain in effect until  $\int_{v}^{1} \frac{1}{2}$ , 2020 unless terminated by either Party in the manner set forth below.
  - 2.1. Either Party may terminate this Agreement by giving 90 days advance written notice to the other Party. In addition, either Party may declare this Agreement to be terminated immediately if the other Party is in breach of any term or condition of this Agreement or in violation of any rule regarding use of the Pool or Facility and fails to correct or cure such breach or violation within 10 days after written notice of such breach or violation is given to the Party.

#### 3. Rules and Enforcement.

- 3.1. HSD agrees to adhere to and enforce with its employees, volunteers, and team members ("Members") the District rules set forth in **Addendum #1** and any posted rules at the Facility and rules or direction given verbally by District staff. In addition, HSD agrees to comply with, adhere to, and enforce with its employees, volunteers, and team members ("Members") the following rules which by the below references are incorporated herein. Printed copies of rules will be provided to HSD upon written request:
  - A. Currently Adopted WIAA rules.
  - B. Currently Adopted Safesport Code for the U.S. Olympic and Paralympic Movement.
  - C. Currently Adopted Safesport Practices and Procedures for the U.S. Olympic and Paralympic Movement.

#### 4. Facility Use Obligations.

- 4.1. **HSD Obligations.** HSD shall use the Facility only for swim practices and swim meets as described in Section 7. In addition, the parties agree HSD's use of the Facility shall be subject to the following additional terms and conditions:  $\rho_{CV}$ 
  - A. HSD students will not be permitted to use the Pool or Facility without a HSD coach on-site. A/District lifeguard must also be present at the Facility while HSD swimmers are using the Facilities, including but not limited to practices or swim meets It is the responsibility of HSD to ensure all its students, spectators and participants (who are not pass holders of the Facility) have

exited the Facility at the conclusion of HSD use with the exception of those students, spectators and participants who intend to remain at the Facility to participate in District programming, including, without limitation, open swim. Any such HSD Members will need to check-in with the front office prior to continuing to use the Facility.

- B. Red Cross Safety Training for Swim Coaches or Lifeguard Certification is required for all swim coaches. Red Cross Safety Training for Swim Coaches, U.S. Diving Safety certification or Lifeguard Certification is required for diving coaches.
  - (i) Each team must have a certified swim coach on site during practice and competition in order for an athlete(s) to be eligible to participate in swimming.
  - (ii) Each team must have a certified dive coach on site during practice and competition in order for an athlete(s) to be eligible to participate in diving.
- C. The District has the right in its sole discretion to deny access to the Facility to any coach or member of HSD if the District determines a coach or member is not in compliance with any of the requirements of this agreement.
- D. A HSD coach must maintain direct line of sight and supervision at all times.
- E. Use of the pool diving board is prohibited except during diving practices with a HSD coach present.
- F: HSD Members must follow locker room rules. HSD coaches or staff are responsible to ensure Members are following locker room rules.
- G. Entry and Exit of the Facility:
  - (i) All HSD coaches, students, volunteers and parents will enter and exit from the front entry doors of the facility.
  - (ii) All will check in at the front desk and follow all entry protocols.
- H. Incidents/Accidents:
  - (i) HSD will comply with the intent of the RCW 28A.600.190-195, Youth Sports Concussion and Head Injury and Sudden Cardiac Arrest Guidelines.
- (ii) HSD will report all incident and accidents relating to injuries or property damage at the Facility to a District supervisor or manager in a timely manner and work with District staff on gathering and providing additional information. For purposes of this reporting requirement timely manner shall be defined as follows:

- (a) Immediate Notification shall be required for deaths or injuries that require immediate medical assistance, major property damage or any suspected criminal conduct.
- (b) Four- hour Notification shall be required for minor injuries and minor property damage.

#### 4.2. District's Obligations:

- A. The District shall comply with all federal, state and local health and safety laws and regulations related to operation and maintenance of the Facility.
- B. THE DISTRICT shall provide HSD 30 days advance written notice of any Facility scheduling changes and planned closures that may affect HSD's contracted use.

#### 5. Facility Usage Schedule:

5.1. The District shall allow HSD to use the Pool at the times and for the purposes as established in **Addendum #2** 

#### 6. Equipment.

- 6.1. HSD agrees to provide its own practice equipment and to remove all such equipment from the pool deck area at the end of each practice. HSD is solely responsible for maintenance and storage of all such equipment.
- 7. <u>Use Fees</u>. District has set the following lane rates, meet rates, scoreboard rental rates and cancellation policies for other public users:
  - 7.1. Lanes, \$12.50/hour,
  - 7.2. Meets, \$100/hour (outside of four contracted hours and times),
  - 7.3. Scoreboard rental rate \$400 per meet
  - 7.4. Any cancellation or schedule change must be made 3 business days prior or HSD will be responsible for full payment of the above rates for the period scheduled.
  - 7.5. The District will issue a written invoice to HSD within 15 days of the end of the month. HSD agrees to pay the invoice within 30 days of receipt thereof.
- 8. <u>Dispute Resolution.</u> If any issues or conflicts arise during the contract period, HSD agrees to first work with the District Aquatics Manager toward resolution. If no resolution is found, HSD may then communicate with the District General Manager to resolve the issue. The first point of contact shall be the Aquatics Manager for HSD coaches and Board members.

- 8.1. If the parties are unable to resolve a dispute regarding this Agreement through negotiation process outlined above, either party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and each party shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.
- 8.2. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 30 calendar days, either party may submit the dispute to arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the King County Superior Court, King County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator selected pursuant to the Mandatory Arbitration Rules with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. The prevailing party in the arbitration, shall be entitled to its reasonable attorney fees and costs including expert witness fees.
- 8.3. Following the arbitrator's issuance of a ruling/award, either party shall have 30 calendar days from the date of the ruling/award to file and serve a demand for a bench trial de novo in the King County Superior Court. The court shall determine all questions of law and fact without a jury for any purpose. If the party demanding the trial de novo does not improve its position from the arbitrator's ruling/award following a final judgment, that party shall pay all costs, expenses and attorney fees to the other party, including all costs, attorney fees and expenses associated with any appeals.
- 8.4. Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.
- 9. <u>Insurance</u>. HSD shall procure and maintain for the duration of this Agreement, insurance against claims for bodily injury, personal injury and/or damage to property, and sexual molestation that may arise from or in connection with the use of the Facility in a manner substantially equivalent to the requirements contained in Section 5(b) of the Lease..
- 10. <u>Notices</u>. Any demand or notice which either Party shall be required, or may desire, to make upon or give to the other Party shall be in writing and shall be sent by prepaid certified United States mail, return receipt requested, or in the alternative may be given by personal service to an authorized representative of the Party to be served, addressed to the respective Parties as follows:

<u>THE DISTRICT</u>: Des Moines Pool Metropolitan Park District 22015 Marine View Dr. #2B Des Moines, WA 98198

HSD:

- 10.1. Either Party may, at any time, change the address to which notice shall be given by giving a written notice thereof to the other Party as above provided. Notice or demand by prepaid certified mail addressed as aforesaid shall be deemed to be fully communicated upon three business days after time of mailing.
- 11. <u>Non-Waiver</u>. The failure by one Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- 12. <u>Amendments</u>. This Agreement may not be amended or modified except upon written agreement of the Parties hereto.
- 13. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the District and HSD and shall supersede any and all previous negotiations, arrangements, agreements or representations, if any, between the Parties hereto.
- 14. <u>Binding Effect.</u> This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 15. <u>Assignment</u>. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other
- 16. Indemnification. HSD shall defend, indemnify and hold harmless the District, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for bodily injury, personal injury, player vs. player injury or death of any person, or for loss or damage to property, which arises out of the use of the Facility or from any activity, work or things done, permitted, or suffered by HSD in or about the Facility, except only such injury or damage as shall have been occasioned by the sole negligence of the District. HSD will be responsible for any damages arising out of or related to its use of the Facility for events and practices, including, without limitation, damage occasioned by HSD or any of its Members, employees, volunteers, invitees, guests or anyone else who may be present at the Facility for any such events or practices. HSD may be invoiced by the District for all damage.

IN WITNESS WHEREOF, the Parties hereby agree to the terms and conditions of this Agreement:

## **Des Moines Pool Metropolitan Park District**

By CO

Board President DIST CAM

Des Moines Pool Metropolitan Park District

Philip Wilkebroch District AD HPS By:<sub>≠</sub>

### Addendum #1 Pool Facility Rules

In order to facilitate use of the Mount Rainier Pool and to ensure a safe and healthful environment for all concerned, the following conditions of use must be adhered to:

- 1. An authorized USA Swimming Coach must be on deck at all times when the Facility is being used by HSD. Certification must be in accordance with USA Swimming regulations.
- 2. HSD Members, family members and spectators are subject to all Facility Rules.
- 3. HSD Members shall be supervised at all times by HSD coach/staff while inside the Facility and Pool area.
- 4. HSD Members may not enter locker rooms more than fifteen (15) minutes before their designated swim time and Members will exit the locker rooms within 20 minutes of the end of the designated swim time. Proper behavior is also required during use of the Facility.
- 5. HSD is to ensure that swimmers take showers immediately prior to entering the water.
- 6. Proper use of kick boards is required. There will be no throwing, submerging, sitting, standing on or hitting the kick boards on things such as the walls or the water.
- 7. There will be no diving except off the starting blocks. USA Swimming guidelines on proper progressive training by coaches required. Coaches will maintain positive line of sight supervision of starting block diving at all times.
- 8. Any repairs to damaged Facility items as a result of HSD Members shall be charged to HSD.
- 9. Swim Club Members must obey all posted Facility Rules, including, without limitation:
  - a. No Running No Pushing No Spitting
  - b. Shower first: head to toe
  - c. Feet first entry only
  - d. No Diving except on starting blocks and diving board with direct coach supervision during swim practice and meet times
  - e. No glass in Facility
  - f. No food or drink except in bleacher area
  - g. Containers with water only are allowed on pool deck
  - h. No hanging or sitting on lane lines or safety ropes

# EQUIPMENT RENTAL FORM

# MOUNT RAINIER POOL

22722 19 Ave S. - Des Moines, WA 98198 - (206) 824-4722

Club/Organization: Hyp/Inc Anthenes Contact Name: Philip Willebruch Contact Email: philipiwillenbrochechighlinesthools. My Contact Phone: 06 641 - 5795.

#### <u>Rates:</u>

- Booking/Change Fee \$30 (per occurrence)
- Timing System Rental \$400 (up to four hours) Club/organization must run their own software.
   c Each additional hour \$100
- Off-site Booking Not Available • \$100 - STAKTER ONLY DPW

\*Note-please bring your own laptop with meet management software. Download Gen7 software off Colorado Timing Systems website. Choose option in Meet Manager under "Set up, Timing Console Interface "Colorado Timing System 6", click "OK." Call Aquatics Manager for questions regarding Colorado Timing System software.

#### System:

The Mount Rainier Pool has the Colorado Timing System Gen7 timer, LED Scoreboard, Championship Starting System, touchpads and secondary plunger timing.

Dates:	Tuesday, December 3	Times:	1-5:30pm
Dates:	Thursday, December 5	Times:	1-5:30pm
Dates:	Tuesday, December 10	Times:	1-5:30pm
Dates:	Tuesday, January 14	Times:	1-5:30pm
Dates:	Tuesday, January 21	Times:	1-5:30pm
Dates:	Saturday, January 25	Times:	8:00am-Noon

Date(s) and Times of Meet(s):

#### Additional Information:

- Setup: Equipment will be setup by staff at least 30 minutes before the start of the event.
- Damage Deposit: A damage deposit of \$200 is due at time of booking. Any damage above \$200 must be paid before (next) usage of facility.
- Fees: All fees are due at the time of rental. Any damages or change fees will be removed from the damage deposit.
- Checks/Mailing: Please title any checks, "Mount Rainier Pool", and mail to:

Facility Rental Use Agreement

4

Mount Rainier Pool 22722 19 Ave S. Des Moines, WA 98198

Questions: If you have any questions, please contact Dominic Finazzo, Aquatics Manager at (206) 824-4722 or email dominic.finazzo@desmoinespool.org.

Applicant shall be responsible for compliance by all participants with Mount Rainier Pool rules during applicant's use of the facilities. Applicant agrees to use equipment in instructed way. Applicant accepts conditions and status of above- mentioned facilities. Applicant agrees that School District and Des Moines Pool Metropolitan Park District (Mount Rainier Pool) agents, employees and directors shall not be liable for any damage to person or property by reason of the negligent acts of Applicant, its agents, employees, invitees or subcontractors. Applicant agrees to protect, indemnify, and hold harmless School District, Des Moines Pool Metropolitan Park District (Mount Rainier Pool) and their officers, employees, directors and agents from all claims, liabilities or suits arising out of injury to person or property from negligent acts of the Applicant, its agents, employees, invitees or subcontractors. Applicant agrees to obtain, prior to its use of the facilities, primary personal injury insurance, naming the Des Moines Pool Metropolitan Park District (Mount Rainier Pool) and Highline School District as coinsured, in the amount of \$1,000,000.00 (minimum). A certificate of such insurance or a copy of insurance policy is required. Together with the certificate of insurance a Des Moines Pool Metropolitan Park District (Mount Rainier Pool) /Highline School District Hold Harmless and Indemnification Agreement must also be signed. Applicant understands and agrees that this permit may be revoked or cancelled at any time with or without cause and Applicant shall have no claim or right to damages or reimbursement for any loss, damage or expense resulting from such revocation or cancellation. Per RCW 28A.210.310, the use of tobacco products is prohibited on school district property.

I have read and understand all conditions, rules and regulations specified on this agreement form; I am authorized to sign the agreement.

hilips MI ertrit

Printed Name of Applicar

Applicant's Signature

2020

# AGENDA ITEMS SUMMARY SHEET

Agenda Item #: <u>8c</u>	Assigned to: District GM	District GM		Meeting Date: <u>12/15/2020</u>					
Under: New Business	_ Attachme	n <b>t:</b> Yes	X	No					
Subject: January 2021 Retreat									
<b>Background/Summary:</b> Each year, the District's Board of Commissioners have a retreat to discuss goals and strategies. The purpose of this agenda item is to set a day and time for this meeting.									
Fiscal Impact: N/A – Many Variables Involved.									
				]					
Proposed Motion: No m	notion necessary. Just convers	ation to se	t a meeting	g time.					
Reviewed by District Legal Counsel: Yes X No Date: 12/02/2020									
Three Touch Rule:       N/A       Committee Review         12/15/20       First Board Meeting (Informational)         N/A       Second Board Meeting (Action)									
Action Taken:	Adopted Rejected	Post	poned						
Follow-up Needed:	Yes <u>X</u> No	Repo	ort back da	ate: <u>N/A</u>					
<b>Notes:</b> No attachments									