



Des Moines Pool Metropolitan Park District

April 20, 2021

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 1-866 899 4679 access code 652-281-701. Public comment can be made by email to info@mtrainierpool.com. See stipulations below. For more information email Linda Ray at linda.ray@desmoinespool.org 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**

4. **ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS**

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

Remote Meeting: If you wish to make public comment, please submit in writing via email to info@mtrainierpool.com by Noon on Tuesday, April 20th. 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**

March 16, 2021, Regular Meeting

d. **CORRESPONDENCE**

None

e. **BANK TRANSFERS (REVENUE)**

\$ was received in the month of March 2021

f. **VOUCHER APPROVAL**

\$23,339.29 was processed in March 2021 for warrant requests

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

\$ was processed in March 2021 for payroll

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

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

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

The Des Moines Pool Metropolitan Park District is committed to compliance with both the Washington Law Against Discrimination and the Americans with Disabilities Act. The District's regular meetings are being held 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.

7:20 **7. EXECUTIVE SESSION**

- Contracts

8. OLD BUSINESS

- 7:40 a. BLRB Billing and Closeout
- 7:45 b. Engineer of Record Agreement
- 7:50 c. Task Order #1 – Engineer of Record
- 7:55 d. May Retreat Scheduling
- 8:00 e. Equity Resolution
- 8:05 f. Policy 555 – Capital Assets
- 8:10 g. Re-Opening/Transition Update
- 8:15 h. Waiver Updates
- WCIA Risk Audit

9. NEW BUSINESS

- 8:20 a. Public Outreach SWOT Analysis
- 8:30 b. 2020 Annual Financial Report
- 8:45 c. 2021 1st Quarter Aquatics Report Format Review
- 8:50 d. Assistant Aquatic Coordinator position

UPCOMING MEETINGS

- May Retreat TBD
- May 18, 2021, Regular Meeting, 7:00 p.m., Location TBD

ADJOURNMENT

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

AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 6a-g **Assigned to:** Clerk of the Board **Meeting Date:** April 20, 2021

Under: Consent Agenda **Attachment:** Yes

Subject: Consent Agenda

Background/Summary:

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

Item 6a: Financial Summary—

Expenditures March 2021: Total **\$81,514.21**

Admin Expenditures = \$38,711.11 Ops Expenditures = \$42,803.10 Capital Expenditures = \$0.00

Revenue February 2021: Total **\$66,855.04**

Property Taxes & Interest = \$55,939.50 Misc Revenue = \$4,070.20 MRP Revenue = \$5,950.74

Item 6b: Staff/Committee Reports

- District General Manager Administration Report

Item 6c: Adoption of Minutes

- March 2, 2021, OPMA/PRA Training
- March 16, 2021, Regular Meeting Minutes

Item 6d: Correspondence – None

Item 6e: Bank Transfers (MRP Revenue) reported above

Item 7f: Voucher Approval - The following voucher/warrants totaling **\$23,339.29** were approved for payment

- \$6,687.57 was processed on March 9, 2021
- \$640.34 was processed on March 10, 2021
- \$6,533.62 was processed on March 17, 2021
- \$6,658.47 was processed on March 24, 2021
- \$2,819.29 was processed on March 31, 2021

Item 6g: Funds Transfers (Payroll) - The following Electronic Transfers to King County totaling **\$57,872.05** were processed for payment

- \$27,942.04 approved for payroll on March 8, 2021
- \$29,930.01 was approved for payroll on March 23, 2021

A total of **\$81,211.34** was processed in March 2021 under the oversight of the Clerk of the Board.

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

Fiscal Impact: Detailed above

Proposed Motion: I move to approve (or not to approve) the Consent Agenda including the vouchers and electronic transfer requests processed in March 2021 totaling **\$81,211.34**.

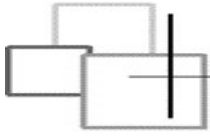
Reviewed by District Legal Counsel: Yes _____ No x Date: _____

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

Action Taken: Adopted Rejected Postponed

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

Notes:



2021 MARCH EXPENDITURES

Beginning Monthly Balance = \$1,234,037.28

Ending Monthly Balance = \$1,218,444.32

Category/ Acct #	Reference	Mar 2021	YTD Expense	2021 Budget	Budget Balance	% of Budget
Salaries & Wages						
001-000-000-576-20-10-00	Commissioners - Subsidies	\$3,563.91	\$5,557.32	\$12,800.00	7,242.68	43%
001-000-000-576-20-10-01	District Manager - Wage	\$6,277.50	\$18,601.98	\$98,365.00	79,763.02	19%
001-000-000-576-20-10-02	District Clerk -Wage	\$1,877.75	\$5,550.43	\$28,119.00	22,568.57	20%
001-000-000-576-21-10-01	Aquatics Mgr -Wage	\$4,076.19	\$12,909.50	\$74,876.88	61,967.38	17%
001-000-000-576-21-25-02	Aquatic Coordinator	\$6,459.80	\$16,070.55	\$57,500.00	41,429.45	28%
001-000-000-576-21-25-04	Assistant Aquatic Coordinator	\$0.00	\$0.00	\$47,500.00	47,500.00	0%
001-000-000-576-21-30-01	Lifeguards	\$14,271.13	\$46,000.87	\$197,600.00	151,599.13	23%
001-000-000-576-21-30-02	Instructors	\$7,627.65	\$14,910.09	\$41,600.00	26,689.91	36%
001-000-000-576-21-32-02	Head Lifeguards	\$1,321.74	\$6,976.85	\$35,092.51	28,115.66	20%
001-000-000-576-20-21-19	Payroll Taxes	\$13,703.82	\$32,952.31	\$175,760.00	142,807.69	19%
001-000-000-576-21-33-04	Overtime (OT)	\$0.00	\$0.00	\$1,560.00	1,560.00	0%
001-000-000-576-21-33-05	Family Medical Leave (FMLA)	\$0.00	\$0.00	\$1,257.98	1,257.98	0%
001-000-000-576-21-33-00	Sick Pay	\$341.55	\$572.08	\$13,461.13	12,889.05	4%
	Total Salaries & Wages	\$59,521.04	\$160,101.98	\$785,492.50	\$625,390.52	20%
Personal Benefits						
001-000-000-576-20-22-30	Personal Benefits (AWC/DRS)	\$2,168.56	\$9,717.76	\$44,518.70	34,800.94	22%
001-000-000-576-20-22-40	Fringe Benefits (Car, Mileage)	\$135.00	\$405.00	\$2,000.00	1,595.00	20%
	Total Personal Benefits	\$2,303.56	\$10,122.76	\$46,518.70	\$36,395.94	22%
Office Supplies						
001-000-000-576-20-31-00	District Office Supplies	\$0.00	\$200.44	\$2,500.00	2,299.56	8%
001-000-000-576-21-35-04	Office Equipment (non-capitalized-SAA)	\$0.00	\$0.00	\$2,000.00	2,000.00	0%
001-000-000-576-20-35-01	Computer Equipment (Non-capitalized)	\$109.47	\$301.00	\$4,000.00	3,699.00	8%
	Total Office Supplies	\$109.47	\$501.44	\$8,500.00	7,998.56	6%
Maintenance & Repair Supplies						
001-000-000-576-21-31-00	Maintenance Supplies and Small Tools	\$12.82	\$72.11	\$3,120.00	3,047.89	2%
001-000-000-576-21-35-02	Janitorial Supplies	\$0.00	\$1,569.02	\$5,200.00	3,630.98	30%
	Total Maintenance & Repair Supplies	\$12.82	\$1,641.13	\$8,320.00	6,678.87	20%
Pool Supplies						
001-000-000-576-20-40-00	Employee Recognition	\$25.00	\$25.00	\$500.00	475.00	5%
001-000-000-576-21-35-01	Pool Chemicals	\$536.25	\$883.22	\$25,000.00	24,116.78	4%
001-000-000-576-21-35-15	Special Pool Events	\$317.42	\$317.42	\$1,000.00	682.58	32%
001-000-000-576-21-42-06	Uniforms &Clothing	\$0.00	\$0.00	\$300.00	300.00	0%
001-000-000-576-21-43-06	First Aid Supplies (see COVID)	\$0.00	\$452.50	\$1,000.00	547.50	45%
001-000-000-576-21-49-01	Lifeguard Supplies & Equip	\$0.00	\$50.66	\$3,000.00	2,949.34	2%
	Total Pool Supplies	\$878.67	\$1,728.80	\$30,800.00	29,071.20	6%
Pool Equipment						
001-000-000-576-21-35-06	Equipment - BecSys PRobes (ER&R)	\$0.00	\$0.00	\$1,100.00	1,100.00	0%
001-000-000-576-21-35-14	Misc Pool Equipment (ER&R)	\$1,102.59	\$1,102.59	\$5,000.00	3,897.41	22%
001-000-000-576-21-35-16	Suit Spinners (ER&R)	\$0.00	\$0.00	\$4,000.00	4,000.00	0%
001-000-000-576-21-35-17	BecSys Remote System	\$0.00	\$0.00	\$2,000.00	2,000.00	0%
001-000-000-576-21-35-18	Pulsar System	\$0.00	\$0.00	\$5,000.00	5,000.00	0%
	Total Pool Equipment	\$1,102.59	\$1,102.59	\$17,100.00	15,997.41	6%
Professional Svcs - Front Offc						
001-000-000-576-20-41-01	Consulting Contracts	\$0.00	\$0.00	\$10,000.00	10,000.00	0%
001-000-000-576-20-41-04	Legal Services Contract (Snure)	\$1,250.00	\$4,050.00	\$14,000.00	9,950.00	29%
001-000-000-576-20-41-05	Financial Management Software - VisionMS	\$0.00	\$0.00	\$7,700.00	7,700.00	0%
001-000-000-576-20-41-08	IT Admin/Computer Services (CMIT)	\$1,321.00	\$3,841.75	\$22,500.00	18,658.25	17%
001-000-000-576-20-49-10	Printing/Copying (Canon)	\$194.56	\$361.32	\$5,250.00	4,888.68	7%
001-000-000-576-21-42-03	Recreation Mgmt Software (CivicRec)	\$0.00	\$0.00	\$5,445.00	5,445.00	0%

Category/ Acct #	Reference	Mar 2021	YTD Expense	2021 Budget	Budget Balance	% of Budget
001-000-000-576-21-42-04	Credit Card Transactions (Authorize.net)	\$44.20	\$136.50	\$1,500.00	1,363.50	9%
001-000-000-576-21-42-05	Payroll/HR (Heartland)	\$451.00	\$6,749.38	\$7,700.00	950.62	88%
001-000-000-576-21-42-09	Timekeeping (SubitUp)	\$0.00	\$2,400.00	\$3,000.00	600.00	80%
001-000-000-576-21-42-08	Water/Coffee (Mountain Mist)	\$0.00	\$35.22	\$2,000.00	1,964.78	2%
	Total Prof Services-Front Offc	\$3,260.76	\$17,574.17	\$79,095.00	61,520.83	22%

Professional Svcs - Maintenance

001-000-000-576-20-41-09	Janitorial Services-District Office	\$90.00	\$270.00	\$1,500.00	1,230.00	18%
001-000-000-576-21-31-01	Custodial	\$0.00	\$0.00	\$3,500.00	3,500.00	0%
001-000-000-576-21-31-02	CO2 Services (Central Welding)	\$361.23	\$1,007.61	\$2,000.00	992.39	50%
001-000-000-576-21-41-20	Gutter and Roof Management	\$0.00	\$0.00	\$3,432.00	3,432.00	0%
001-000-000-576-21-48-02	Rekey Services (Bill's Locksmith)	\$0.00	\$0.00	\$500.00	500.00	0%
001-000-000-576-21-41-30	Landscaping Services (NW Landscape)	\$549.41	\$1,648.23	\$7,069.92	5,421.69	23%
001-000-000-576-21-48-10	Maintenance Contract (MacD-Miller)	\$0.00	\$4,782.74	\$20,924.30	16,141.56	23%
001-000-000-576-21-48-11	Water Quality Main Contract (Aq Spec)	\$1,314.98	\$1,485.49	\$3,120.00	1,634.51	48%
001-000-000-576-21-47-05	Sewer Contingency	\$0.00	\$0.00	\$4,092.00	4,092.00	0%
	Total Prof Services-Maintenance	\$2,315.62	\$9,194.07	\$46,138.22	36,944.15	20%

Repairs & Maintenance

001-000-000-576-21-48-00	Maintenance Services (non-contracted)	\$3,000.77	\$3,000.77	\$150,000.00	146,999.23	2%
001-000-000-576-21-48-01	Office/IT Equipment Repairs	\$0.00	\$0.00	\$2,000.00	2,000.00	0%
	Total Repairs & Maintenance	\$3,000.77	\$3,000.77	\$152,000.00	\$148,999.23	2%

Communications

001-000-000-576-20-41-02	Web Design & Maintenance	\$776.50	\$776.50	\$3,000.00	2,223.50	26%
001-000-000-576-20-41-10	MS Suscription MS Office 365	\$209.19	\$627.38	\$4,000.00	3,372.62	16%
001-000-000-576-20-42-00	Postage & Mailing	\$362.00	\$458.10	\$1,000.00	541.90	46%
001-000-000-576-20-42-01	Telephone/Internet Services (Comcast)	\$415.56	\$1,246.68	\$7,500.00	6,253.32	17%
001-000-000-576-20-42-02	Cell Phone (Google Fi)	\$0.00	\$0.00	\$750.00	750.00	0%
001-000-000-576-20-42-03	Work Email Accounts (Google Suite)	\$33.03	\$99.06	\$520.00	420.94	19%
001-000-000-576-20-42-04	Email Notification System (CampaignMonitor)	\$59.00	\$177.00	\$873.60	696.60	20%
	Total Communications	\$1,855.28	\$3,384.72	\$17,643.60	14,258.88	19%

Training & Travel

001-000-000-576-20-43-10	Travel Expenses (Mileage, Tolls)	\$0.00	\$0.00	\$1,560.00	1,560.00	0%
001-000-000-576-21-43-01	Travel Expenses (Lodging, Per Diem)	\$0.00	\$0.00	\$1,040.00	1,040.00	0%
001-000-000-576-21-43-02	Training (LGI/WSI Certs)	\$0.00	\$0.00	\$2,600.00	2,600.00	0%
001-000-000-576-21-43-03	Certifications (non WSI)	\$0.00	\$0.00	\$3,120.00	3,120.00	0%
001-000-000-576-21-43-04	In Service Supplies (Internal Training)	\$0.00	\$0.00	\$2,000.00	2,000.00	0%
001-000-000-576-21-43-05	Swim Lessson Licensing (Amer Red Cross)	\$0.00	\$240.00	\$1,560.00	1,320.00	15%
001-000-000-576-21-43-07	Management Staff Training	\$35.00	\$70.00	\$4,000.00	3,930.00	2%
	Total Training & Travel	\$35.00	\$310.00	\$15,880.00	15,570.00	2%

Advertising

001-000-000-576-20-41-07	District Advertising	\$1,491.75	\$3,591.25	\$16,000.00	12,408.75	22%
001-000-000-576-20-42-05	Bulk Mailing - District Postcard	\$0.00	\$0.00	\$4,284.80	4,284.80	0%
001-000-000-576-20-49-09	Bulk Printing - District Postcard	\$0.00	\$0.00	\$2,356.64	2,356.64	0%
001-000-000-576-21-41-04	Ad Design	\$25.00	\$91.50	\$500.00	408.50	18%
	Total Advertising	\$1,516.75	\$3,682.75	\$23,141.44	19,458.69	16%

Rentals & Leases

001-000-000-576-20-45-00	District Office Rental (Zen)	\$717.50	\$2,152.50	\$13,000.00	10,847.50	17%
001-000-000-576-20-45-01	Storage Rental (AAAA)	\$275.00	\$825.00	\$3,600.00	2,775.00	23%
001-000-000-576-20-45-02	Miscellaneous Rentals	\$0.00	\$0.00	\$2,600.00	2,600.00	0%
	Total Rentals & Leases	\$992.50	\$2,977.50	\$19,200.00	16,222.50	16%

Utilities

001-000-000-576-21-47-00	Electricity (PSE)	\$0.00	\$21,556.20	\$78,000.00	56,443.80	28%
001-000-000-576-21-47-02	Water (Highline)	\$430.62	\$1,478.09	\$9,360.00	7,881.91	16%
001-000-000-576-21-47-03	Garbage/Recycling (Recology)	\$0.00	\$0.00	\$5,000.00	5,000.00	0%
001-000-000-576-21-47-04	Sewer (Midway)	\$0.00	\$829.40	\$4,092.00	3,262.60	20%
	Total Utilities	\$430.62	\$23,863.69	\$96,452.00	72,588.31	25%

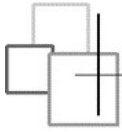
Insurance

001-000-000-576-20-46-00	Insurance - WCIA, AWC	\$0.00	\$22,843.59	\$15,000.00	(7,843.59)	152%
	Total Insurance	\$0.00	\$22,843.59	\$15,000.00	(7,843.59)	152%

Miscellaneous

001-000-000-576-20-40-20	Scholarships	\$115.20	\$115.20	\$18,000.00	17,884.80	1%
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Category/ Acct #	Reference	Mar 2021	YTD Expense	2021 Budget	Budget Balance	% of Budget
001-000-000-576-20-41-12	AMG Liabilities	\$0.00	\$0.00	\$500.00	500.00	0%
001-000-000-576-20-49-07	Misc. Services/Discrepancies	\$3,338.07	\$3,754.85	\$1,040.00	(2,714.85)	361%
001-000-000-576-20-49-08	Printing & Copying (Outside Vendors)	\$43.85	\$43.85	\$1,560.00	1,516.15	3%
001-000-000-576-20-49-60	Dues/Membership/Subscriptions	\$131.11	\$1,006.11	\$4,000.00	2,993.89	25%
001-000-000-576-20-51-50	Background checks	\$0.00	\$0.00	\$1,820.00	1,820.00	0%
	Total Miscellaneous	\$3,628.23	\$4,920.01	\$26,920.00	4,115.19	18%
Intergovernmental Services						
001-000-000-576-20-51-02	Inspections (Fire Ext)	\$0.00	\$0.00	\$1,000.00	1,000.00	0%
001-000-000-576-20-51-03	B&O Tax/Agency (DOR)	\$0.00	\$15.46	\$1,000.00	984.54	2%
001-000-000-576-20-51-10	Services Contract - City of Des Moines	\$0.00	\$0.00	\$5,000.00	5,000.00	0%
001-000-000-576-21-49-20	Permits and Fees (KCHD, CoDM, Cash Mgmt)	\$282.00	\$282.00	\$1,000.00	718.00	28%
	Total Intergov Services	\$282.00	\$297.46	\$8,000.00	7,702.54	4%
COVID-19						
001-000-000-576-20-31-00	Office Supplies	\$0.00	\$0.00		0.00	0%
001-000-000-576-20-43-00	Training/Conferences	\$0.00	\$0.00		0.00	0%
001-000-000-576-21-31-01	Custodial	\$0.00	\$0.00		0.00	0%
001-000-000-576-21-35-02	Janitorial Supplies	\$46.23	\$441.50		(441.50)	0%
001-000-000-576-21-43-06	First Aid Supplies	\$175.77	\$1,619.39		(1,619.39)	0%
001-000-000-576-21-49-01	Lifeguard Supplies	\$19.75	\$32.92		(32.92)	0%
001-000-000-576-20-49-07	Misc Services/Discrepancies	\$26.78	\$80.33		(80.33)	0%
	Total COVID-19	\$268.53	\$2,174.14	\$0.00	(2,174.14)	0%
Capital						
001-000-000-594-76-41-01	Capital - Permits, Fees, Inspections	\$0.00	\$0.00	\$1,500.00	1,500.00	0%
001-000-000-594-76-41-02	Capital - Advertising/Public Notices	\$0.00	\$0.00	\$500.00	500.00	0%
001-000-000-594-76-41-03	Capital - Architects/Engineers	\$0.00	\$0.00	\$25,000.00	25,000.00	0%
301-000-000-397-00-00-00	Transfer From General Fund to Capital	\$0.00	\$0.00	\$75,000.00	75,000.00	0%
	Total Capitals	\$0.00	\$0.00	\$102,000.00	\$102,000.00	
	TOTAL ADMINISTRATION	\$38,711.11	\$119,647.17	\$521,977.74	402,330.57	23%
	TOTAL OPERATIONS	\$42,803.10	\$149,774.40	\$375,955.22	226,180.82	40%
	TOTAL CAPITAL	\$0.00	\$0.00	\$102,000.00	102,000.00	0%
		\$81,514.21	\$269,421.57	\$999,932.96	\$730,511.39	62.76%



2021 MARCH REVENUE

Account #	Reference	Mar 2021	YTD Balance	2021 Budget	Budget Balance
General Fund Taxes					
001-000000-311-11-00-00	Property Taxes	\$55,939.50	\$75,821.98	\$0.00	\$0.00
001-000-000-311-11-00-01	Timber Harvest Tax	\$0.00	\$0.00	\$0.00	\$0.00
001-000-000-317-20-00-00	Leasehold Excise Tax	\$0.00	\$1,396.53	\$0.00	\$0.00
	Total General Fund	\$55,939.50	\$77,218.51	\$0.00	\$0.00
Charges for Goods and Services					
001-000-000-347-60-00-00	Normandy Pk - Pool Use Fee (annual)	\$0.00	\$25,000.00	\$25,000.00	\$0.00
	Total Charges for Goods and Services	\$0.00	\$25,000.00	\$25,000.00	\$0.00
Miscellaneous Revenues					
001-000-000-361-11-00-00	Investment Interest	\$894.42	\$1,896.98	\$0.00	\$0.00
001-000-000-367-00-00-01	Contributions/Donations (to Scholarships)	\$0.00	\$0.00	\$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	\$3,910.20	\$3,910.20	\$0.00	\$0.00
001-000-000-369-81-00-03	MRP Cash Deposits	\$1,453.37	\$2,934.12	\$0.00	\$0.00
001-000-000-369-81-00-04	MRP Credit Card Deposits and Refunds	\$4,497.55	\$12,681.05	\$0.00	\$0.00
001-000-000-369-81-00-05	Reimbursements (Fitness Specialists)	\$160.00	\$160.00	\$0.00	\$0.00
	Total Revenue	\$10,915.54	\$21,582.35	\$0.00	\$0.00
Capital Projects/Reserve					
301-000-000-397-00-00-00	Transfer from General Fund - Capital	\$0.00	\$245,000.00	\$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	\$245,000.00	\$175,000.00	\$175,000.00
	Grand Total Revenue	\$66,855.04	\$368,800.86	\$200,000.00	-\$168,800.86

DES MOINES POOL METROPOLITAN PARK DISTRICT

Date: Monday, April 12, 2020
To: District Board Commissioners
From: Scott Deschenes, District General Manager
Subject: March 12, 2021 to April 9, 2021 District General Manager Report

Week Ending March 12, 2020

PHASE 3

On Thursday, March 11, Governor Inslee announced Phase 3 would begin on March 22. Even though they announced that indoor facilities have 50% capacity, just a reminder that we will need to get direct regulations from the Water Recreation Facilities (WRF) section of the Department of Health (DOH). When we receive that direction, we will use it to plan how to implement and make an update. We hope to receive that information soon, but the last update took over a week to get information. See Seattle Times article for more information.

<https://www.seattletimes.com/seattle-news/health/gov-inslee-mariners-will-have-opening-day-fans-restaurants-to-go-to-50-capacity-amid-covid-19-restrictions/>

BOARD MEETING NEXT WEEK

Just a reminder that our next board meeting will be Tuesday, March 16 at 7:00pm. Linda sent out the packet on Thursday, March 11 and it is posted on the Governance page of the website.

Monthly Board Meeting – March 16
 Tue, Mar 16, 2021 7:00 PM – 9:00 PM (PDT)

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/722788397>

You can also dial in using your phone.

United States (Toll Free): [1 877 309 2073](tel:18773092073)

United States: [+1 \(571\) 317-3129](tel:+15713173129)

Access Code: 722-788-397

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/722788397>

ENGINEER OF RECORD

I met with the architect and our legal in separate meetings this week. We hope to have an agreed contract soon. Brian will have changes next week. We will discuss amendments to the contract including projects, scope and NTE at the retreat.

We are also having a tour of the facility next week with Stemper.

MAINTENANCE

- Pulsar Acid Feeder – We are moving forward with replacing our current system of liquid chlorine with the acid feeder system. The estimate was well-within budget, will help with system performance and most importantly be safer. I have attached a fact sheet and benefits sheet to this email.
- Roof Re-Patch – Quentin took a picture of the patched roof by the contractors the school district hired.



WATERBELLS FOR WATER EXERCISE

Lauryne got some new weighted dumbbells for aquatic exercise. The women put a card together for her. See message below.

Dear Lauryne, our awesome water aerobics instructors and all the life guards at Mt. Rainier Pool,

Thank you for requesting/ordering additional water weights so we have enough for everyone to have their just right size in water aerobics classes.

We recognize and appreciate each of your personal effort and your collective teamwork to make Mt. Rainier Pool a safe and welcoming environment.

You brighten our day when we come to Mt. Rainier Pool - thank you!

SWIM MEETS/LESSONS

I messed up on the pool schedule for swim meets. I forgot that all were virtual meets, which means even away meets will require us to shut down the pool. This only affects one date, March 23, and the only program affected is swim lessons. We will be crediting patrons for this lesson towards future sessions.

The short seasons coupled with the more frequent virtual meets is making it difficult to continue lessons on Tuesday and Thursday afternoons. We are looking at options for April and through the end of the season.

WCIA REVIEW

Just a reminder that the WCIA Review will be this Tuesday, March 16 at 10am. Eric and I will be attending. The review is on our waiver processes at the pool.

PUBLIC OUTREACH MEETING

The public outreach meeting will be today (Friday, March 12) at 1pm. I will add information to next week's report on this meeting and updates may be made at our March 16 board meeting.

IN OFFICE

I will be in the office on Tuesday, March 16 for WCIA Review(10am), Staff Meeting (11am) and Stemper Pool Tour (1pm). If you need anything, please let me know. I will be heading back to Sequim around 3pm to be able to host the board meeting that night.

OFF

I will be off (out of office) on Monday, March 15. Please call my cellular or email me if you need anything that day.

WRPA AQUATICS MEETING

Below is a summary given of the WRPA Aquatics Group meeting from Thursday, March 11.

- Mark (WRPA Aquatics Group President) has still been working with the DOH and working toward phase 3.
- There is a grey area as far as vaccines for "Lifeguard First Responders" for getting the vaccine. It sounds like everyone who has gone in to get them with a letter that says they are Lifeguard First responders has been able to get the vaccine.
- Classes for LGIT are open in Nashville for next month.
- Red Cross laid off 40% of their employees so there was a solid shortage for classes, but they are getting things picked up and starting to run courses again. They are also updating the babysitters training so that is exciting!
- Sounds like a lot of pools are opening up for summer which is really exciting!
- The skill builder will be on August 21st at the Snohomish Aquatics Center and is \$30 for the entire day.
- We have never had guards go to this and I am really pushing to send at least 5! That would be great.
- Pete DeQuincy (Lifeguarding Expert) is doing a one-hour training for our WRPA Group! So, I will be sure that we attend that.

WEBINARS

- Intentionality in Aquatics...(NRPA Free Webinar) - I participated in this free webinar through NRPA, which covered diversity.

- (Program Descriptions): Listen to our experts as they talk about the importance of approaching staffing, change management, and diversity with intention. This aquatics discussion will offer all professionals insight on how to approach your day with intention, even during today's fast-paced and ever-changing environment.

RESEARCH

- Normandy Park Seeks to Demolish Community Center - <https://www.king5.com/article/news/local/normandy-park-demolish-community-recreation-center/281-fa22cb7c-c062-457c-ae07-592efb781d67>
- City of Normandy Park Community Center Update - <https://normandyparkwa.gov/city-news/city-manager/recreation-center-update/>
- Mayor Learns to Swim For First Time As Example to Kids - https://spectrumlocalnews.com/nc/charlotte/news/2021/03/03/mayor-learns-to-swim-for-first-to-set-example-for-kids-?utm_campaign=meetedgar&utm_medium=social&utm_source=meetedgar.com&fbclid=IwAR0FJOyZQHCdtGyFpZA1kYKBTfP2VV1i9AJ9mvPkXqR6BEzg90fH0NtbOFU
- The Path Forward: Equity at the Center of City Park Investment - <https://www.nrpa.org/parks-recreation-magazine/2021/march/the-path-forward-equity-at-the-center-of-city-park-investment/>
- Dangers of Muriatic Acid - <https://abc13.com/what-to-know-about-chemical-leaks-at-your-community-pool-/5351814/>

Week Ending March 19, 2021

BOARD MEETING WRAP-UP

- Racial Demographics – I contacted Brian Snure as requested by the board. I also reached out to our Recreation Management Software, CivicRec. They are part of the CivicPlus government systems which also offer other government software. I am hoping that they will have a solution that is adequate for the board. If I do not get responses, I will email MRSC.
- Phase 3 – We met on Wednesday and Thursday on Phase 3. On Thursday, we received the updated information from Washington State Department of Health, Water Recreation Facilities. This information is only a DRAFT (attached) and could have further changes. We are working on updating systems and hope to put out an updated schedule and guidelines soon. Once we are sure all staff and partners are aware of changes, we will put the information out.
- Minutes – Linda is completing a draft of the minutes and each of you should receive an email by early next week.
- Unresolved Issues – The equity resolution, capital policy 555, WCIA compact, retreat and engineer of record will be pushed to April 20 agenda.

CAPITAL ASSET POLICY 555

I have attached a word version of policy 555, Capital Asset Policy. Please use the “track changes” function on the document and make your suggested edits. Please have these edits to us no later than noon on Tuesday, April 13. Below is a video on how to use the track changes on Microsoft Word.

<https://support.microsoft.com/en-us/office/track-changes-in-word-197ba630-0f5f-4a8e-9a77-3712475e806a>

SWIM LESSONS

Lauryne is working on swim lessons for April. It looks like we are going to have to move swim lessons to Saturdays. Pool staff are working on options to best balance staffing on this day. We will let you know more when we have a final plan.

WCIA COMPACT/WAIVERS

I have sent all of the information to Brian on the waivers. We will probably meet in later March or early April on the switchover and prepare the materials for our next board meeting. After the meeting, we will need to train staff on processes, upload information to website and software. Finally, we will send an email notification out with updated information. We should have a better estimate of starting this process when we get closer to the board meeting on April 20.

We also found this year that WCIA has drastically cut their reimbursements on trainings. We had utilized this for a lot of the certifications and trainings need for a swimming pool and swim lessons. We are capped at \$140. This will affect our training budget this year.

SWIM MEET

On March 16, 2021, we had our first swim meet of the year with Mount Rainier High School. Lauryne, staff and the MRHS swim coach worked together and it sounds like everything went well. March 23 will be the next virtual meet.

OPEN THE BOOKS (PUBLIC RECORDS REQUEST)

We received a large public records request from Open the Books. If you remember this was mentioned in our OPMA/PRA training meeting. Linda sent out a response letter in when they would receive the information and legal sent out the following messaging, which we are following.

You are receiving this email as you are a recent or current client of this firm.

I became aware this morning that another round of public record requests have been issued by the company "American Transparency." They regular send requests for information regarding employees and the requests must be responded to under the Public Records Act. The request forwarded to me this morning was for *"An electronic file (ie Excel, PDF, Word) of any and all employees including part-time, temporary, seasonal employees and elected officials for year of 2020 (fiscal or calendar year). Each employee record should contain the year of compensation, first name, middle initial, last name, hire date (mm-dd-yyyy), base salary amount, bonus amount, overtime amount, gross annual wages and position title."*

All of the requested information is subject to disclosure, while you are not required to create records, preparation of an electronic file with the requested information is likely the simplest way to comply with this request. If you have specific questions about how to respond, please let me know.

The purpose of this email is to remind you of a new law RCW 42.56.250(12) that likely was not in existence the last time you received one of these requests. Under this statute if you receive a request for information located exclusively in payroll, personnel or training files (which I believe likely applies to this request) you are now required to notify all affected employees, the Union of any affected employees and the requestor of the requirements of RCW 42.56.250(12). Since many of you will likely respond to the request without first contacting me, I thought it would be helpful if I sent out a format that can be used to meet this new requirement. If you do not have represented employees, you can ignore the Union notice language. Otherwise, you should provide the attached notice to all employees or volunteers whose information is to be produced in response to the request and use the format to communicate with the requestor. Isn't it grand to be a public records custodian in Washington :)

Let me know if you have any questions, and thanks for being a client of the firm.

MAINTENANCE

Two-years ago, we had budgeted money to replace the first aid sink in the offices, but staff felt the sink was in good shape. The sink, which is utilized by staff and some user groups is falling apart, so we are working to replace it with an affordable option. This will come out of the maintenance repairs budget.

FIRST-RESPONDER LETTERS

Other jurisdictions are putting together letters for their lifeguards as first-responders to help them get vaccinated. We are going to copy a letter from another jurisdiction and hope to have it ready next week. This is important as many of the staff may have to rescue or perform CPR on a member of the community.

TRAININGS

Quentin will have another lifeguard review class the weekend of April 10, and he is working to add another lifeguard training after that for potential new staff members. This is important for recruiting new staff members.

RECRUITMENT

As discussed at the board meeting, we will be putting out recruitment through the colleges job networks, high school counselors, social media, craigslist and Washington Recreation and Parks Association. We hope to have information out next week. We are also working on improving the descriptions to better attract employees.

ENGINEER OF RECORD

The main part of the agreement is complete. We are working with legal to finalize Exhibits for Scope of Services, Rates Table and Format of Invoices. We hope to have this formalized next week, so we can start moving forward for the May retreat.

RESEARCH

- When Will It Be Safe to Return to Swimming Pools - <https://www.thedenverchannel.com/rebound/coronavirus-stress/when-will-it-be-safe-to-return-to-public-swimming-pools>
- What's Wrong with Asking Where You Are From? (HBR) - <https://hbr.org/2020/10/whats-wrong-with-asking-where-are-you-from>
- To End the Pandemic Faster – Don't Give Up on Mask Policies (Governing) - <https://www.governing.com/now/To-End-the-Pandemic-Faster-Dont-Give-Up-on-State-Mask-Policies.html>
- Troublesome Behavior: Defending Against Harassment of Public Employees and Officials - <http://mrsc.org/Home/Stay-Informed/MRSC-Insight/March-2021/Defending-Against-Harassment.aspx>
- Washington to Receive Billions of Dollars From Federal Stimulus Package... - <https://www.spokesman.com/stories/2021/mar/12/washington-to-receive-billions-of-dollars-from-fed/>

Week Ending March 26, 2021

PHASE 3 CHANGES

On Monday, March 22, we finally received the formal updates for Phase 3 (Nothing like having materials before the changes). I have attached a copy of the presentation links below.

- <https://www.doh.wa.gov/Portals/1/Documents/1600/coronavirus/ReopeningWaterRecreationFacilitiesCOVID19.pdf>
- <https://www.doh.wa.gov/Portals/1/Documents/1600/coronavirus/WaterRecOccupancy.pdf>

UPDATED SCHEDULE

On Tuesday, March 23, we updated our schedule to take effect on Monday, March 29. Highlights include:

- No more appointments (except special hour on weekdays – see email)
- Unlimited swimmers per lane
- Saturday swim lessons
- Water exercise maximum from 10 to 12

See link to email notification below.

<http://createsend.com/t/d-59A58E2AA4DECA002540EF23F30FEDED>

Below are the email notification statistics.

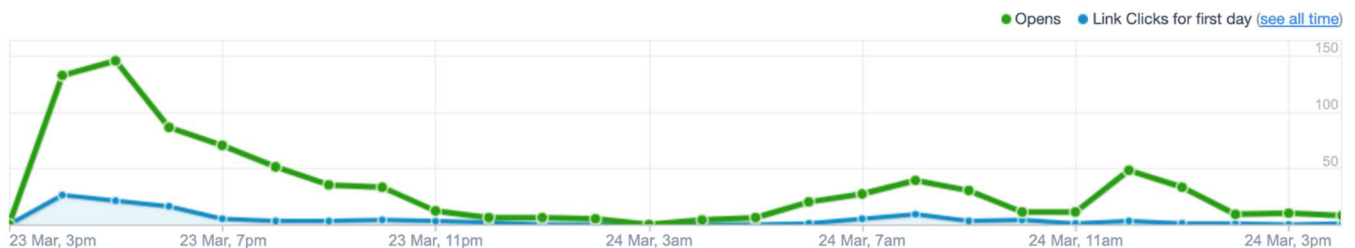
[Campaigns](#) > March 29 Schedule Update

March 29 Schedule Update

Sent on 23 Mar 2021 to 1,262 unique subscribers across [5 lists](#)

[View Campaign](#) [Share Campaign](#)

[Export Report](#)



409 Unique opens
935 total opens to date

0 Bounced
All emails appear to be delivered

853 Not Opened
Open rates are [only estimates](#)

32.41% of all recipients [opened so far](#)

20.54% [clicked a link](#) (84 people)

0.24% [unsubscribed](#) (3 people)

0 people marked it as spam (0%)

0 [shares](#) across Facebook & email

Most popular links [\(full report\)](#)

CLICKS

https://mtrainierpool.com/wp-...-Swim-Guidelines-03192021.pdf	38
https://mtrainierpool.com/swim-lessons-2/	34
https://mtrainierpool.com/wp-...ercise-Guidelines-03192021.pdf	17

Top countries [\(full report\)](#)

OPENS

United States of America	713
Dominican Republic	1
Mexico	1

We did have some concerns on swimmers not wanting to swim with others in their lane. We are working with staff to try to balance lap usage to accommodate these users when they are in the pool (if possible).

WRPA AQUATICS MEETING

On Tuesday, March 23, the WRPA Aquatics Group had a meeting to discuss the changes for Phase 3 that came out the day before. The group went through both documents listed above and gave background on decisions and further clarification.

SWIM LESSONS

Swim lessons are almost full. We have filled one spot of the adult lessons but will start promoting the class separately next week. Once the condensed school sport seasons are completed, we will work to grow the lessons. Also, Lauryne is also working on adding some private lessons.

SWIM MEETS

We hosted one swim meet this week (Tuesday, March 23) and we will be hosting two meets next week, (Tuesday, March 30 and Thursday, April 1). We also discovered that MRHS has added a swim meet for Monday, April 12.

I saw a posting on Tuesday that Season 2 will begin on April 5. We have not received a formal schedule for the boys swim and dive teams, but will be ready for hosting practices that week.

LIFEGUARDING CLASS

Quentin will be running a lifeguarding class April 16-18. Due to COVID-19, the limit will be five. Due to limits on staffing, we will focus on certifying people to only work at Mount Rainier Pool.

MAINTENANCE

- First Aid Cabinet – We are replacing the first aid cabinet in the office. I will send final pictures when it is complete.
- Dryer – We are replacing the dryer for the pool. It will require an electrician to install the wiring.
- Surplus Items – We will be moving additional items to storage next week. Our goal is to only keep items that are routinely used at the pool. All items that are used infrequently and surplus will be moved to storage. I will look at a window in Phase 4, where operations are slower to put items on surplus to free up space. This is the fourth phase of moving materials to storage.

MINUTES

Linda sent out minutes this week for the March 2 and March 16 meetings.

STIPEND ADJUSTMENTS

Linda also processed the stipend payments in this payroll. You can contact her if you have any questions.

PUBLIC OUTREACH COMMITTEE

Our next Public Outreach Committee meeting is scheduled for Friday, April 2nd at 1:15pm. We will be performing a SWOT analysis on overall public outreach.

ENGINEER OF RECORD

Next week, we should be finalizing the agreement. I am working with Stemper on preparing items for the May retreat. I had to find a seismic study completed before I worked at the District, but located it and sent it onto Stemper.

RESEARCH

- Transitioning Your Aquatic Center Past the Pandemic - https://www.aquaticsintl.com/facilities/transitioning-your-aquatics-center-past-the-pandemic_o
- COVID: How European countries are tackling the pandemic? - <https://www.bbc.com/news/explainers-53640249>
- Countering Racial Bias and Harassment Related to the Pandemic - <http://mrsc.org/Home/Stay-Informed/MRSC-Insight/March-2021/Countering-Racial-Bias-and-Harassment-Related-to-t.aspx>
- Managing Hostility in Public Discourse - <https://icma.org/blog-posts/managing-hostility-public-discourse>
- Larkspur Center Prepares to Open - <https://ktvz.com/news/bend/2021/03/16/bend-park-and-recs-new-larkspur-community-center-set-to-open-on-april-5/>

Week Ending April 9, 2021

PUBLIC OUTREACH MEETING

We had our second public outreach committee meeting on Friday, April 2. The committee performed a SWOT analysis of public outreach and is meeting in two weeks to develop goals. Our next meeting will be Friday, April 16. I will include the SWOT analysis in the April 20 regular meeting packet, if the board wishes to have a discussion.

TECHNOLOGY

- WCIA Cyber Survey – We completed our annual cyber security survey for 2021. We met all requirements that I know of.
- Office WIFI – As in-person meetings loom in the future, I am having CMIT check our connections at the office. We are having issues with the connection that would make it difficult to have an online option for those who may not feel comfortable to meet in person.

MAINTENANCE

- Excess Items to Storage – We finally moved an additional number of items from the pool to storage. Later this summer, we will develop a list to surplus at a future meeting. This should free up additional storage space. Please see section 7 of Capital Asset Policy 555 for more information on Disposal of Surplus Items. Quentin is also working at organization of the tools space. This will take some time with over forty years of tools.



- Auto Notification Issues – We are working with Sunbelt Controls to have them update our controls. Since Comcast changed our IP address, we have been receiving low temperature alerts. MacMiller cannot see any physical issues, so we are looking at the monitoring system and the specific sensor. They should be out next week.

CAPITAL ASSET POLICY 555

I sent a previous email with a word version of Policy 555, Capital Assets. Please use the “track changes” function on the document and make your suggested edits. Please have these edits to us no later than noon on Tuesday, April 13. Below is a video on how to use the track changes on Microsoft Word.

<https://support.microsoft.com/en-us/office/track-changes-in-word-197ba630-0f5f-4a8e-9a77-3712475e806a>

SWIM LESSONS

Lauryne is prepping swim lessons to start Saturday. She was able to increase the instructors from two to four with the new phase and have some private lessons. We now have the MRHS Boys Season, so we will start planning on scheduling for after the season is over.

MRHS BOYS' SEASON

As you know, the normal high school season has been compressed to two, five-week seasons. The girls' swim season ends on Monday, April 12 and the boys' season starts the next day. The boys swim meets will be on:

Thursday, April 22	MRHS Boys Meets	Closed 3:00-6:00pm
Thursday, April 29	MRHS Boys Meets	Closed 3:00-6:00pm
Tuesday, May 4	MRHS Boys Meets	Closed 3:00-6:00pm
Thursday, May 6	MRHS Boys Meets	Closed 3:00-6:00pm
Tuesday, May 11	MRHS Boys Meets	Closed 3:00-6:00pm
Thursday, May 13	MRHS Boys Meets	Closed 3:00-6:00pm

beyond the staff that is participating on the teams.

SCHEDULE UPDATE

On Monday, April 5, we had a staff meeting on the next schedule. After discussing patron feedback, MRHS swim schedule and staff availability due to the condensed high school seasons, we have decided to push back any schedule changes until after the boys' season is completed in May.

SMAC

We are meeting next week with SMAC on Wednesday.

INSURANCE MEMBERSHIPS

- Visits: We had 109 reported visits for Silver Sneakers and 137 for Silver and Fit. Silver and Fit continues to have more visits, even though it has less participants (24 to 16).
- Request: We had our first request to increase allowing pass usage for all water exercise classes. We are discussing how this will affect other paying users.
- United Healthcare: Next week, I am meeting with United Healthcare. They reached out to us about being added to their network. I had reached out to them after we had started our other programs but had not heard back until now.

2020 FINANCIAL REPORT

Linda and I are working on the report for 2020. There are many changes this year, but we should have a draft to the finance committee soon. We will put the report on the April 20 for the first touch and the May 18 board meeting for approval. The deadline for the report is 150 days from the end of 2020 (which is usually right around the end of May).

CAMP KHAOS

We read on Facebook that the City of Des Moines will not be having Camp KHAOS this summer. Lauryne is working on scheduling for the summer and are developing alternative community programming for their time slot.

TRAININGS

We are working to get more staff trained to lead trainings for swim lesson instructor and lifeguard trainings. Hensen and Francisco will take the Water Safety Instructor trainings that will help us train more classes at our pool, and hopefully hire and train more people from the area. Any time we offer a training, it takes staff away from their hours of working at programming and lifeguarding. Also, there are a limited number of trainees per instructor. This will allow us to have more flexibility on offering more classes.

WRPA VIRTUAL CONFERENCE

Washington Recreation and Parks Association (WRPA) will have its annual conference online on April 28 and 29. It has some interesting aquatics-related sessions. If you are interested in signing up, please let me know by next Friday, April 16 at noon. For more information, see link below.

<https://www.wrpatoday.org/2021-annual-conference>

FACEBOOK AND TWITTER PUBLIC RECORDS

We are working to update records keeping for our social media sites, Facebook and Twitter. We are working with legal and the state archivist to update processes to better meet public records best practices.

ENGINEER OF RECORD

We have an agreement ready for the April 20 board meeting. We will present it along with task order #1 for a May retreat.

WEBSITE GOVERNANCE PAGE

Now that we are a third of the way through 2021, I am going to move the 2020 meeting information and 2020 resolutions to their archive pages. I usually keep them posted through the first couple of months on the main governance page to make it easier for the public to find the information. Both archive pages are linked from the governance page.

RESEARCH

- The Guardian: 'I was the only black kid in the pool': why swimming is so white. (Shared by Commissioner Stender)
<https://www.theguardian.com/sport/2021/apr/04/i-was-the-only-black-kid-in-the-pool-why-swimming-is-so-white>
- KOMO: Health experts anticipating possible fourth COVID-19 surge in Washington state.
<https://komonews.com/news/coronavirus/health-experts-anticipating-possible-fourth-covid-19-surge-in-washington-state>
- CNN: In Michigan's latest coronavirus surge: there's a new kind of patient
<https://www.cnn.com/2021/04/05/us/michigan-covid-surge-patients-variants/index.html>
- Easy Reader & Peninsula News: Beach Cities Health District pool ideas for new aquatic center in Redondo Beach
<https://easyreadernews.com/beach-cities-health-district-pools-ideas-for-aquatic-center-in-redondo-beach/>
- Deseret News: Why the fourth wave may look different
<https://www.deseret.com/coronavirus/2021/4/6/22367762/fourth-covid-19-wave-data>

- Crossing the Lane Lines (Podcast): Flip Turn: Challenging USA Swimming from the bottom up
<https://anchor.fm/naji-ali4/episodes/Flip-Turn-Challenging-USA-Swimming-From-the-Bottom-Up-er894h>
- YMCA of Seattle lays off 1,200 employees: 64 in Kent
<https://www.kentreporter.com/news/ymca-of-greater-seattle-lays-off-1200-employees-64-in-kent/>

OFF MONDAY

I will be off on Monday, April 12. Please call me at the office number (206.429.3852) or on my cellular (253.245.3810), if you need to get ahold of me.



Des Moines Pool Metropolitan Park District

March 2, 2021

5:00 p.m.

Remote Online

OPMA/PRA Training

The virtual training session hosted by Brian Snure, legal counsel, was called to order at 5:00 p.m. In attendance were Commissioners Young, Stender, Achziger and Dusenbury; and District General Manager Deschenes. Commissioner Kasnick was absent.

OPMA/PRA training began at 5:00 p.m. This training session is required per RCW 42.30.020 no later than 90 days after a commissioner assumes board duties and a refresher is required every four years per RCW 42.56.

A recess was called at 6:57 p.m. at the close of the training session.

The meeting reconvened at 7:02 and went into Executive Session to evaluate the qualifications of an applicant for public employment and to review the performance of a public employee. The Executive Session lasted for 20 minutes until 7:22 p.m.

ADJOURNMENT

With no further business, the meeting was adjourned at 7:17 pm.

UPCOMING MEETINGS

- March 16, 2021, 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

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 meeting room has limited access for wheelchairs and other mobility assistive devices. In order to accommodate individuals that require the use of such devices, please notify the District at least 48 hours in advance of the meeting to allow for relocation to a more accessible location. Please contact Linda Ray, District Clerk, 206.429.3852 to make a request.



Des Moines Pool Metropolitan Park District

March 16, 2021

7:00 p.m.

Remote Online

MINUTES REGULAR MEETING

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 Kasnick led the flag salute.

ADOPTION/MODIFICATIONS OF AGENDA

District General Manager Deschenes stated there was no need to discuss Item #7a under Executive Session; and that details of the employment contracts under Item #7b would need to be in Executive Session. With no further discussion, Commissioner Achziger moved to approve the agenda; Commissioner Dusenbury 2nd. Approved 5-0.

ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS

The District General Manager announced that the Commissioners had been underpaid since a stipend increase in 2018. The District Clerk explained that an error had been detected in the payroll software. The Commissioners will receive their retroactive pay at the end of March.

PUBLIC COMMENT – No public comments were received, and no one from the public phoned into the meeting.

CONSENT AGENDA

Commissioner Achziger moved to approve the Consent Agenda including the vouchers and electronic transfer requests processed in February 2020 totaling \$87,790.73. Commissioner Stender 2nd. The motion passed 5-0.

EXECUTIVE SESSION

An Executive Session was called at 7:05 p.m. pursuant to RCW 42.30.110(1)(g) to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. The Executive Session will last for 15 minutes and will conclude at 7:20 p.m.

The Executive Session ended at 7:18 p.m. and the meeting re-convened at 7:20 p.m.

OLD BUSINESS

a. BLRB Billing and Closeout

No update was given.

b. Aquatics Manager Agreement

President Young called for a motion to approve the Aquatics Manager employment agreement. Commissioner Kasnick moved to approve the Aquatics Manager contract with Lauryne Thurmond; Commissioner Dusenbury 2nd. Approved 5-0.

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

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**Des Moines Pool Metropolitan Park District
Meeting Minutes – 03/16/2021**

c. Aquatic Coordinator Agreement

President Young called for a motion to approve the Aquatics Coordinator employment agreement. Commissioner Kasnick moved approve the Aquatics Coordinator contract with John Quentin Knox; Commissioner Dusenbury 2nd. Approved 5-0.

It was stated that the Clerk of the Board would enter an approval signature on each agreement via DocuSign.

d. Colibri NW Contract

DGM Deschenes and the Outreach Committee met to discuss a new contract for advertising in City Scene and City Currents. The new publishing company is Colibri NW. It was agreed to publish half page ads instead of full pages for the Normandy Park City Scene which will save \$631 a year. The new total will be \$7,767/yr.

Commissioner Stender moved to approve the Clerk of the Board to sign the advertising contracts with Colibri NW for 2021 not to exceed \$7,800 a year; Commissioner Kasnick 2nd. Approved 5-0.

e. Engineer of Record Update

The DGM met with Stemper Architects, the chosen Engineer of Record. Along with our Project Manager, Scott Romano, the DGM toured the pool facility with representatives from Stemper. The DGM is working with legal counsel to draft a preliminary agreement, define a scope of work and a “not to exceed” amount. Stemper would like to meet with the Board at the next retreat which will be scheduled for late April or early May.

The DGM shared facility reports done previously with them which included MacDonald Miller, McKinstry, and others.

When the contract is ready, the DGM will review it with the Capitals and Contracts Committee for ratification by the Board at a future meeting.

f. Equity Resolution

Commissioner Achziger and DGM Deschenes discussed the resolution at the most recent Public Outreach Committee meeting. An area of concern was how to measure metrics so that the pool reflects correct demographics of the community. It was suggested by the committee that the pool staff pose questions to pool users, but the staff feels uncomfortable with this request. Due to the legality of requesting information with regard to ethnicity, the DGM will discuss options for obtaining the required information with legal counsel and report back to the Board. Until then, the Equity Resolution will remain on the agenda.

g. Policy 555 – Capital Assets

At the OPMA training session, legal counsel, Brian Snure, discussed the legal requirement of having a unanimous vote from the Board before surplussing equipment and goods by the pool. Policy 555 was updated to include language that reflects disposition of property, transfer of surplus property to a government entity and definitions of how it should be declared.

President Young would like to give the Board members an opportunity to read the updated policy and asked to delay finalizing approval until the next regular board meeting.

The DGM will propose to the pool staff to update the pool equipment inventory and red tag anything that needs to be surplussed.

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**Des Moines Pool Metropolitan Park District
Meeting Minutes – 03/16/2021**

h. Re-Opening/Transition Update

DGM Deschenes presented the update. A presentation is on file.

Eight out of nine swim lesson sessions are filled. For ninth class, an adult swim lesson was created to fill the timeslot. There were waitlists of up to 9 individuals. The Aquatic Manager is providing weekly updates to participants of parent/child lessons. Swim meets will necessitate rescheduling of some swim lessons during April and May. There are currently 26 classes.

The DGM showed a video made by the Aquatics Manager for parents of swim lesson participants.

Swim team and dive team practice for Mt. Rainier HS began on March 8th. SMAC will practice from 6:00 p.m. to 8 p.m. on Monday, Wednesday, and Friday, and from 8:00 a.m. to 11 a.m. on Saturday. When we are in Phase 3, that schedule will change.

Community programming is from 5:30 a.m. to 1:00 p.m. during the week. Water walking is in the evenings, with some swim lessons at 4:30 p.m. to 7:15 p.m. There are two sessions of lap swimming on Tuesdays and Thursdays from 6:00 p.m. to 8:15 p.m. in the evenings after the high school teams have left. Water exercise is on Tuesdays and Thursdays at 7:00 p.m., and lap swim and water walking on Saturday.

All swim meets are currently virtual which means there are more meets and teams will be charged for the meets.

It is expected that during Phase 3, spectators will be permitted to attend meets at 25% of capacity. We will review our processes to allow for safety if this occurs.

The pool has reached out to their vendor Aquatic Specialty to assist with systems maintenance. Sunbelt Controls provided updates so that the Aquatic Manager and the DGM will be able to monitor systems via phone.

Future program planning for the summer and fall are in process.

A question was asked about the current schedule for in-school learning. Commissioner Stender responded that elementary school is in session 4 days a week for 2-1/2 hours a day. There is a morning and an afternoon session. The schedule for Middle school has not been unannounced yet.

The Aquatics Manager has contacted Kamp Khaos for summer swim lessons to determine what their plans are. Directives from the State Department of Health will dictate programming.

It was suggested that using Peachjar at Mt. Rainier Pool will be a good communication tool for lessons and other programming.

NEW BUSINESS

a. WCIA Compact

The DGM met with the Board's WCIA representative, Commissioner Kasnick about the WCIA Compact. The goal this year is to streamline the waiver process. The COVID waiver and the photography waiver will be combined into the daily sign in roster which will create less work for the pool staff at the front desk.

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**Des Moines Pool Metropolitan Park District
Meeting Minutes – 03/16/2021**

Tanya Crites, our rep at WCIA, recommends use of a “Sex Offender” notebook at the front desk which will be updated from the Washington State Patrol site and checked against the sign in sheet every day.

She also suggested posting “No Photographs” signage in the facility.

All changes will be presented at the next board meeting.

b. April Retreat Scheduling

Earlier in the meeting, it was discussed the retreat should be scheduled in late April or early May to accommodate Stemper’s ability to prepare to meet with the Board. A date will be decided upon at the April 20th meeting.

ADJOURNMENT

With no further business, the meeting was adjourned at 8:08 pm.

UPCOMING MEETINGS

- April 20, 2021, Regular Board Meeting, 7:00 p.m., Location TBD
- Board Retreat, 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

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Special District Voucher Approval Document

KC v2.0

Scheduled Payment Date: 03/09/2021

Total Amount: \$6,687.57

Control Total: 8

Payment Method: WARRANT

District Name: Des Moines Pool Metropolitan Park District

File Name: AP_DMPOLPRK_APSUPINV_20210302135913.csv

Fund #: 170950010

CONTACT INFORMATION

Preparer's Name: Linda RayEmail 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:

3/2/2021

Authorized District Signature

Date

Authorized District Signature

Date

Authorized District Signature

Date

DocuSigned by:

3/3/2021

Authorized District Signature

Date

Authorized District Signature

Date

Authorized District Signature

Date

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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_20210302135913.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
AWC - VIMLY BENEFIT SOLUTIONS, INC			16059	02/19/2021	\$664.03	EMP BENEFIT TRUST - MARCH 2021 FINAZZO
CENTRAL WELDING SUPPLY			RN02212429	02/28/2021	\$69.97	750 LB BEV CARB LIQUID
EMPLOYMENT SECURITY DEPARTMENT			ESD42069	02/13/2021	\$2,905.29	UNEMP CHGS FOR Q2 2020
HIGHLINE WATER DISTRICT			20210223HWD	02/22/2021	\$430.62	WATER UTILITY/MRP - 1/21 TO 2/22/2021
NORTHWEST LANDSCAPING SERVICES			CD50128152	03/01/2021	\$549.41	LANDSCAPE SVC/MRP - MAR 2021
ORCA PACIFIC INC.			44712	02/10/2021	\$536.25	POOL CHEMICALS
SNURE LAW OFFICE			20210301BS	03/01/2021	\$1,250.00	PROFESSIONAL SERVICES - FEB 2020
SOUTH KING FIRE & RESCUE			0000952	03/02/2021	\$282.00	PERMIT/OCC LOAD, QUANTITIES, CONTAINER SZ, ETC



Special District Voucher Approval Document

KC v2.0

Scheduled Payment Date: 03/10/2021

Total Amount: \$640.34

Control Total: 4

Payment Method: WARRANT

District Name: Des Moines Pool Metropolitan Park District

File Name: AP_DMPOLPRK_APSUPINV_20210308131225.csv

Fund #: 170950010

CONTACT INFORMATION

Preparer's Name: Linda RayEmail 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:

3/8/2021

Authorized District Signature

Date

Authorized District Signature

Date

Authorized District Signature

Date

DocuSigned by:

3/8/2021

Authorized District Signature

Date

Authorized District Signature

Date

Authorized District Signature

Date

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Attn: Special Districts
401 5th Avenue, Room 323
Seattle, WA 98104

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Date Processed: _____



Special District Voucher Approval Document

KC v2.0

District Name: Des Moines Pool Metropolitan Park District**File Name:** AP_DMPOLPRK_APSUPINV_20210308131225.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
ABS			16896	03/01/2021	\$90.00	DISTRICT JANITORIAL - MAR 2021
JOSEPHINE ASK			20210107JA_Reimb	01/07/2021	\$217.28	REIMBURSEMENT FOR POOL SUPPLIES
LAURYNNE NEWMAN			20210107LN_Reimb	01/07/2021	\$34.88	REIMBURSEMENT FOR POOL SUPPLIES
MIANNA BEHRENS			20210308MB31	03/08/2021	\$298.18	PAYROLL PE 2/25/2021



Special District Voucher Approval Document

KC v2.0

Scheduled Payment Date: 03/17/2021

Total Amount: \$6,533.62

Control Total: 9

Payment Method: WARRANT

District Name: Des Moines Pool Metropolitan Park District

File Name: AP_DMPOLPRK_APSUPINV_20210311153839.csv

Fund #: 170950010

CONTACT INFORMATION

Preparer's Name: Linda RayEmail 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:

3/11/2021

Authorized District Signature

Date

Authorized District Signature

Date

Authorized District Signature

Date

DocuSigned by:

3/11/2021

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: _____



Special District Voucher Approval Document

KC v2.0

District Name: Des Moines Pool Metropolitan Park District

File Name: AP_DMPOLPRK_APSUPINV_20210311153839.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
575 INC			1041	03/11/2021	\$776.50	WEB SUPPORT
AQUATIC SPECIALTY SERVICES			20199	03/04/2021	\$157.89	MAINTENANCE/REPAIR/MRP
AQUATIC SPECIALTY SERVICES			20185	03/03/2021	\$156.44	MAINTENANCE/REPAIR/MRP
AQUATIC SPECIALTY SERVICES			20145	02/22/2021	\$313.98	MONTHLY SERVICE - FEB 2021
CMIT SOLUTIONS EASTSIDE			9105	02/28/2021	\$1,321.00	IT SUPPORT - FEB 2021
COMCAST			20210308CB/DMP	03/08/2021	\$188.92	TELEPHONE/INTERNET_ DMP 3/18 TO 4/17/2021
COPIERS NORTHWEST			22772502	03/09/2021	\$131.68	COPIERS CONTRACT 2/06 TO 3/5 2021
DEPARTMENT OF RETIREMENT SYSTEMS			DRS1_032021	03/11/2021	\$605.50	DEFERRED COMP - S DESCHENES
US BANK			20210310USB	03/10/2021	\$2,881.71	US BANKCARD - 2/11 TO 3/10/2021



Special District Voucher Approval Document

KC v2.0

Scheduled Payment Date: 03/24/2021

Total Amount: \$6,658.47

Control Total: 9

Payment Method: WARRANT

District Name: Des Moines Pool Metropolitan Park District

File Name: AP_DMPOLPRK_APSUPINV_20210318145024.csv

Fund #: 170950010

CONTACT INFORMATION

Preparer's Name: Linda RayEmail 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:

3/18/2021

2E03815D71304B0
Authorized District Signature

Date

Authorized District Signature

Date

Authorized District Signature

Date

DocuSigned by:

3/18/2021

5E8DDA9899F2474
Authorized District Signature

Date

Authorized District Signature

Date

Authorized District Signature

Date

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District Name: Des Moines Pool Metropolitan Park District

File Name: AP_DMPOLPRK_APSUPINV_20210318145024.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
AQUATIC SPECIALTY SERVICES			20202	02/24/2021	\$1,001.00	EQUIPMENT REPAIR
CANON FINANCIAL SERVICES, INC.			26403918	03/13/2021	\$62.88	COPIERS LEASE -MAR 2021
CENTRAL WELDING SUPPLY			CG94720	03/11/2021	\$291.26	CARB DIOXIDE
COLIBRI NORTHWEST, LLC			116	03/16/2021	\$896.75	AD SPR 2021 CITY CURRENTS
COLIBRI NORTHWEST, LLC			117	03/16/2021	\$595.00	AD SPR 2021 CITY SCENE
COMCAST			20210312CB_MRP	03/12/2021	\$226.64	TELEPHONE/INTERNET - 3/22 TO 4/21/21
LINDA RAY			20210315	03/15/2021	\$181.00	REIMBURSEMENT FOR POSTAGE
MACDONALD-MILLER FACILITY SOLUTIONS			SVC200563	03/11/2021	\$2,686.44	PLUMBING PROPOSAL #2021-021-LT
ZEN 22015, LLC			20210401ZEN	03/18/2021	\$717.50	DISTRICT RENT - APR 2021



Special District Voucher Approval Document

KC v2.0

Scheduled Payment Date: 03/24/2021

Total Amount: \$2,819.29

Control Total: 5

Payment Method: WARRANT

District Name: Des Moines Pool Metropolitan Park District

File Name: AP_DMPOLPRK_APSUPINV_20210322135709.csv

Fund #: 170950010

CONTACT INFORMATION

Preparer's Name: Linda RayEmail 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:

3/22/2021

2E03815D71304B9
Authorized District Signature

Date

Authorized District Signature

Date

Authorized District Signature

Date

DocuSigned by:

3/23/2021

5E8DDA9899F2474

Authorized District Signature

Date

Authorized District Signature

Date

Authorized District Signature

Date

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District Name: Des Moines Pool Metropolitan Park District**File Name:** AP_DMPOLPRK_APSUPINV_20210322135709.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
DEPARTMENT OF RETIREMENT SYSTEMS			DRS 2_032021	03/22/2021	\$605.50	DEFERRED COMP S DESCHENES
JOE DUSENBURY			20210322JD08	03/22/2021	\$1,045.55	COMMISSIONERS SUBSIDY _FEB 2021 & RETRO PAY
MIANNA BEHRENS			20210322MB31	03/22/2021	\$419.23	PAYROLL PE 3/10/2021
SHANE STENDER			20210322SS10	03/22/2021	\$64.47	COMMISSIONERS SUBSIDY _FEB 2021 & RETRO PAY
SHANE YOUNG			20210322SY10	03/22/2021	\$684.54	COMMISSIONERS SUBSIDY _FEB 2021 & RETRO PAY

ELECTRONIC PAYMENT REQUEST FORM



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

Payment Settlement Date Mar 12, 2021

PAYMENT INFORMATION

☐ ACH Credit Pay Code (BENXX, GENXX, PAYXX) _____
 ☐ ACH Debit Pay Code (COLXX) _____
 ☒ Automatic Withdrawl
☐ Book Transfers (Last 4 digits of the account) From _____ To _____
 ☐ Wire Repetitive Wire Code _____

Line	Explanation/Description	Fund (9 digits)	Project (7 digits)	Cost Center (6 digits)	Account (5 digits)	Bars (7 digits)	Future (5 digits)	Amount
1	Heartland Payroll PE 3/10/2021	170950010			24219		00000	27,942.04
2							00000	
3							00000	
4							00000	
5							00000	
6							00000	
							Total	\$27,942.04

PAYEE INFORMATION

Company Address City State Zip

BANK INFORMATION FOR WIRE PAYMENTS

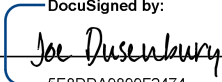
Bank Name Name on Bank Account
 Bank Routing # Bank Account # City State

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  Title Clerk of the Board Date 3/8/2021
 Print Name Joe Dusenbury Phone # 206-429-3852 Email mypeggysue@me.com

ELECTRONIC PAYMENT REQUEST FORM



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

Payment Settlement Date Mar 30, 2021

PAYMENT INFORMATION

☐ ACH Credit Pay Code (BENXX, GENXX, PAYXX) _____
 ☐ ACH Debit Pay Code (COLXX) _____
 ☒ Automatic Withdrawl
☐ Book Transfers (Last 4 digits of the account) From _____ To _____
 ☐ Wire Repetitive Wire Code _____

Line	Explanation/Description	Fund (9 digits)	Project (7 digits)	Cost Center (6 digits)	Account (5 digits)	Bars (7 digits)	Future (5 digits)	Amount
1	Heartland Payroll PE 03/25/2021	170950010			24219		00000	29,930.01
2							00000	
3							00000	
4							00000	
5							00000	
6							00000	
							Total	\$29,930.01

PAYEE INFORMATION

Company Address City State Zip

BANK INFORMATION FOR WIRE PAYMENTS

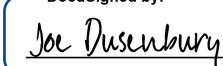
Bank Name Name on Bank Account
 Bank Routing # Bank Account # City State

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.

DocuSigned by:
 Signature  Title Clerk of the Board Date 3/23/2021
 Print Name Joe Dusenbury Phone # 206-429-3852 Email mypeggysue@me.com

Des Moines Pool Metropolitan Park District

AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 7 **Assigned to:** District GM **Meeting Date:** 4/20/2021

Under: N/A **Attachment:** No

Subject: Executive Session

Background/Summary: The board will go into Executive Session pursuant to RCW 42.30.110(1)(d) to review negotiations on the performance of a bid contract and RCW 42.30.110(1)(i) to meet with legal counsel to discuss potential litigation. Attorney Thomas Burke will be attending the executive session. The length of the executive session and time ending will be determined by public comment at the start of the meeting and any other business that proceeds the Executive Session.

Fiscal Impact: N/A

Proposed Motion:

Language to Call Session: The board will go into Executive Session pursuant to RCW 42.30.110(1) (d) to review negotiations on the performance of a bid contract and RCW 42.30.110(1)(i) to meet with legal counsel to discuss potential litigation. The executive session will be for minutes until .

Any direction given by the board will be made in open session and noted in the minutes.

Reviewed by Legal Counsel: **Yes** X **No** **Date:** 01/12/21

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

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

Follow-up Needed: **Yes** **No** **Reporting Back Date:**

Notes:

No attachments.

Des Moines Pool Metropolitan Park District

AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 8a **Assigned to:** District GM **Meeting Date:** 4/20/2021

Under: Old Business **Attachment:** Yes

Subject: BLRB Billing and Closeout

Background/Summary:

The Board of Commissioners will discuss the final billing from BLRB to complete the 2017-2018 project and additional billing for support with caulking defect work. A motion will be developed after discussion of the billing and direction to staff from the board.

Fiscal Impact: Up to \$96,696.85 (\$91,821.85 + \$4,875.00).

Proposed Motion: Motion will be determined in board meeting.

Reviewed by Legal Counsel: Yes X No _____ **Date:** 01/12/21

Two Touch Rule:	<u>N/A</u>	Committee Review
	<u>N/A</u>	First Board Meeting (Informational)
	<u>On-going Item</u>	Second Board Meeting (Action)

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

Follow-up Needed: Yes _____ No _____ **Reporting Back Date:** _____

Notes: Attachments:

- BLRB Billing for Services (Delivered January 12, 2021)
 - Invoice 56057
 - Billing Support Memo for Invoice 56057
 - Invoice 56058
 - Billing Support Memo for Invoice 56058

DES MOINES POOL
 ATTN: Scott Deschenes
 22015 Marine View Drive South
 Suite 2B
 Des Moines, WA 98198

Invoice 56057

Date 12/31/2019

P.O. No.:

Professional Services through 12/31/2019

Project: 15.57.114
 Mt. Rainier Pool A/E Services
 2017 Improvement Project

	Hours	Rate	Prior Billing	Fee
General Administration (06) - Kathleen Bjorkheim	1.5	65.00		97.50
Construction Administration (05) - Doug DuCharme	35	150.00		5,250.00
General Construction Admin (05.1)	186.5	150.00		27,975.00
Site Visits/Job Meetings (05.2)	120.5	150.00		18,075.00
Design Clarification (05.3)	11.25	150.00		1,687.50
Shop Drawings/Submittals (05.4)	4.25	150.00		637.50
PR/CCD/Change Orders (05.5)	89.25	150.00		13,387.50
Close-Out/Warranty (05.6)	86	150.00		12,900.00
Construction Administration (05) - Tammy Vetch	33.75	65.00		2,193.75
PBS Engineering & Environmental		6,818.60		6,818.60
PCS Structural Solutions		2,799.50		2,799.50
Total				\$91,821.85
Payments/Credits				\$0.00
Balance Due				\$91,821.85

MEMO

Date: January 11, 2021

To: Scott Deschenes
General District Manager
Des Moines Pool Metropolitan Park District

From: Douglas DuCharme, Associate Principal

Subject: **12/31/19 Billing Support Memo (BLRB Invoice #56057)**
Mt. Rainier Pool-2017 Improvement Project

BLRB Activities included in the Invoice, for services from July 24, 2017 through December 31, 2019 include the following services performed by the following staff:

Mk	Name	Position	Billing Rate
DD	Douglas DuCharme	Assoc. Principal	\$150/hr.
JW	John Wegener	Principal	\$150/hr
KB	Kathleen Bjorkheim	Admin Staff	\$ 65/hr
TV	Tammy Vetsch	Admin Staff	\$ 65/hr

5.1 Construction Contract Administration:

Summary of Activities: Principal activities include general contract administration in accordance with contract requirements (AIA Document A201 and Supplementary Conditions). Communications include phone calls and emails with owner representatives, contractor personnel, subcontractors, suppliers and manufacturers on matters related to the project or work done by separate contractors engaged by the owner. Enforce contractor duty to comply with requirements of contract documents.

Ending	Hours	Fee	Services Rendered (DD, unless otherwise indicated)
7/24/17	14.00	\$ 1,887.50	DD 11.50: Set up project filing system; review project requirements with Mike Werlech Construction (MWC); Inspect pool bulkhead at manufacturer's facility (7/21); project site visit (7/25); project site visit/progress meeting (7/28); Project site visit (7/29); Review 7/18 King County Health review letter and prepare response; prepare letter for Owner submittal to King County Health on bulkhead safety features. Coordinate with structural engineer, review field conditions and prepare response to RFI 1 concerning bulkhead temporary access opening. TV 2.50: Admin. support for project mobilization; Set up project filing system; set up documentation used to monitor contractor progress with
7/31/17	9.50	\$ 872.50	DD 3.00: project site visit (7/29) on Saturday to review field conditions with contractor; Attend DMPMPD Board Meeting; visit project site; Prepare sketches for infill of bulkhead access opening in North wall and review 5 options with Owner; Continue response to King County Health Dept to include information on pool tile and finish which is part of the project; Coordinate with hazardous material consultant and prepare response to RFI 2 concerning

			existing pipe insulation (found to be non-asbestos containing); Coordinate with structural engineer and prepare response to RFI 3 concerning potential post-tensioning of existing floor structure (found not to be post-tensioned thereby avoiding change claim); Coordinate with structural engineer and prepare response to RFI 4 concerning extent of demolition at mechanical (indicated work could occur around existing wall panel so no need to remove); Responded to RFI 5 and confirmed original scope requirements still valid; TV 6.50: Administrative support related to project mobilization and current paperwork needs; discuss contract controls with contractor's project manager
8/7/17	13.50	\$ 1,600.00	DD 8.50 Work with owner's reps to obtain information on owner's previous lighting project and its compliance with code; prepare submittal and respond to King County Health; Respond to RFI 6 concerning retention of existing reinforcing bars and various confirmations of contract requirements; Respond to RFI 7 concerning footing size for pool lift-confirmed contract requirements to size per manufacturer's requirements (3'-6" x 3'-6"); Respond to RFI 8 concerning extent of demolition of cantilever deck at 6 locations for bulkhead anchor sleeves-indicated full width (1'-7") necessary TV 5.00: Administrative support; review of contract requirements related to submittals, schedule, and other contract administration activities with contractor rep.
8/14/17	7.25	\$ 981.25	DD 6.00: Prepare and deliver task order for construction phase; Prepare for and attend DMPMPD Board Meeting; Prepare cash flow projection and discuss with owner TV 1.25: Admin Support-set up spreadsheet, various administrative support tasks
8/21/17	6.50	\$ 720.00	DD 3.50: Prepare for and attend DMPMPD Contracts Committee meeting; visit project site; Prepare cash flow projection and discuss with owner TV 3.00: General administrative support
8/28/17	5.00	\$ 665.00	DD 4.00: Prepare and process CO 001 TV 1.00: Administrative Support
9/4/17	6.50	\$ 932.50	DD 6.00: Prepare and process CO 002; Review and approved Pay Application No. 1; Respond to RFI 9 concerning concrete strength needed and confirmed project requirements per spec and drawings; Respond to RFI 10 concerning deck levelness at existing lifeguard chair-confirmed contract requirements for work; Respond to RFI 11 concerning existing rebar condition which allowed for deletion of new rebar from scope (credit forthcoming); Respond to RFI 12 concerning foundation for pool lifts-confirmed spec reference to manufacturer's recommendations TV 0.50: Administrative Support
9/11/17	3.50	\$ 525.00	DD 3.50: Respond to RFI 13 concerning epoxy use at rebars-advised it could be eliminated based on uncovered conditions and identified

			acceptable product meeting spec requirements
9/18/17	6.00	\$ 815.00	DD 5.00: Tracking of contractor progress on authorized change order work; coordination of King County Health inspection, follow-up discussions with contractor on previous site directions given but not yet underway TV 1.00: Administrative Support
9/25/17	0.50	\$ 75.00	Review and approved Pay Application No. 2
10/2/17	1.00	\$ 150.00	Review submittal log and discuss outstanding items with contractor
10/9/17	2.00	\$ 300.00	Prepare cash flow projection and discuss with owner
10/16/17	2.00	\$ 300.00	DMPMPD Capital Projects Committee meeting (10/17)
10/23/17	8.00	\$1,200.00	Project site visit (10/24); Respond to RFI 16 concerning anchorage at skylight and clerestory window
10/30/17	8.00	\$1,200.00	Project site visit (10/31); Review and approved Pay Application No. 3; Investigate site conditions and respond to RFI 17 concerning deteriorating filter room floor structure; discuss scope of work with contractor, engineer, and owner; Respond to RFI 19 concerning relocation of deck anchors due to uncovered existing rebar; Respond to RFI 20 allowing retention of existing internal parts of filters
11/6/17	2.50	\$ 375.00	Project site visit (11/7); Respond to RFI 18 on undocumented sub slab piping-provide controlled density fill with change order to follow.
11/13/17	2.50	\$ 375.00	DD: project site visit/meeting (11/15); Respond to RFI 14 concerning installation methods for anchor bolts at skylight curb (industry standard installation); Respond to RFI 15 concerning weather barrier material to be used at skylight curb
11/20/17	2.50	\$ 375.00	Negotiate scope of changes and final pricing. Prepare and process CO 003
11/27/17	9.50	\$ 1,340.00	3.50 DD: Confer w/colleague on site conditions; Respond to RFI 21 with direction to correct unforeseen conditions hidden in exterior masonry wall and exterior cracking; Respond to RFI 22 concerning acceptable substitution of bronze stanchions at backstroke anchors. 5.00 JW: Project consultation; Review and approved Pay Application No. 4 1.00 TV: Admin support for documents
12/4/17	5.50	\$ 825.00	5.50 JW; Review and approved Pay Application No. 5
12/11/17	8.00	\$ 1,200.00	5.50 DD: Meeting at DMPMPD; project site visit (12/15): Prepare close-out document checklist for use by contractor; Coordinate with structural consultant and respond to RFI 23 concerning alternate methods for wall infill and reconstruction at bulkhead access opening, confirm project requirements for rebar couplers; Respond to RFI 24 concerning brick tie-in pattern at bulkhead access opening 2.50 JW; Project consultation
12/18/17	1.50	\$ 225.00	Project site visit (12/20); Respond to RFI 25 concerning use of alternate coupling needed due to previously hidden condition and location of rebar.
12/25/17	10.25	\$1,537.50	Project site visit (12/27); Project site visit (12/28); Project site visit (12/29); Project site visit (12/29);
1/1/18	6.50	\$ 975.00	Project site visit/progress meeting (1/2); Review and approved Pay

			Application No. 6; respond to RFI 26 and deny claim for additional compensation for cold weather work
1/8/18	8.50	\$ 1,275.00	Punchlist follow-up visit/review with contractor; coordination with King County Health Dept.
1/15/18	3.50	\$ 525.00	Project site visit/meeting (1/15);
1/22/18	7.50	\$ 1,125.00	Project site visit/meeting (1/23); Prepare and process CO 004
1/29/18	7.50	\$ 1,125.00	Project site visit/meeting (1/30); Respond to RFI 27 on contractor refusal to correct improperly installed trench access covers-direction given and work subsequently corrected per Architect direction.
2/5/18	1.00	\$ 150.00	Project site visit/meeting (2/2);
2/26/18	1.25	\$ 187.50	Project site visit (2/26); Prepare cash flow projection and discuss with owner
3/5/18	2.00	\$ 300.00	Prepare and process CO 001
3/12/18	1.00	\$ 150.00	Review and approved Pay Application No. 7
3/19/18	2.00	\$ 300.00	Close-out discussion with King County Health Dept.; Prepare cash flow projection and discuss with owner; Confirmed that our involvement was needed in exterior repair project as resource since beyond our original project scope of work; Discussed proposed exterior repair work with Kelly Tumelson, HSD Project manager; followed up to explain raised sill detail to accommodate future reroofing and insulation increase required by current code;
3/26/18	2.00	\$ 300.00	DD: Assemble and transmit scope design documents, report, shop drawings related to the clerestory wall repair to Kelly Tumelson; Follow-up phone call with Kelly Tumelson; Prepare and process CO 006 and distribute to parties for signature
4/9/18	1.00	\$ 65.00	1.00 TV: Administrative support
4/16/18	2.50	\$ 375.00	DD: Follow-on discussions with exterior repair contractor, pool contractor, and owner representatives
4/23/18	1.50	\$ 225.00	DD: Follow-on discussions with exterior repair contractor, pool contractor, and owner representatives
4/30/18	1.50	\$ 225.00	DD: Update cash flow projection and discuss with owner
5/7/18	3.00	\$ 450.00	Review and approved Pay Application No. 8
5/14/18	3.00	\$ 450.00	Received email from exterior repair contractor requesting our approval of epoxy injection method at clerestories; confirmed his role with Owner; Discussed original design intent and asked questions to evaluate proposed repair method. After conducting research and discussion with structural engineer, came to conclusion method is acceptable; communications with MWC related to
5/28/18	1.50	\$ 225.00	Follow-up discussion with Kelly Tumelson; update owner reps
6/4/18	1.50	\$ 225.00	Follow-up discussion with Kelly Tumelson and Frank Hinck for interior brick selection; discussions with owner reps
6/11/18	0.50	\$ 75.00	Follow-up discussion with Kelly Tumelson; update owner reps
6/25/18	0.50	\$ 75.00	Follow-up discussion with Kelly Tumelson; update owner reps
7/2/18	3.00	\$ 450.00	Site Visit for warranty claim on cracks in finish (7/6)
7/9/18	3.00	\$ 450.00	Site Visit for warranty claim on cracks in finish (7/13)
7/16/18	7.50	\$ 1,125.00	Site Visit for warranty claim on cracks in finish (7/17)

7/23/18	1.00	\$ 150.00	Follow-up communications with contractor and owner representatives
8/29/19	12.00	\$ 865.00	1.00 DD: Review project financial summary with Admin staff 11.00 TV: Review payments made to MWC to resolve discrepancy in numbers provide related to close-out documents; discovered potential overbilling by contractor; prepared spreadsheet for payment summary and noted overage for adjustment on final payment application
Summary	173.50	\$26,025.00	(DD) Doug DuCharme
	13.00	\$ 1,950.00	(JW) John Wegener
	33.75	\$ 2,193.75	(TV) Tammy Vetsch
		\$30,168.75	Total Invoice Amount to DMPMPD

5.2 Site/Visits/Job Meetings

Summary of Activities: Principal activities include attendance at weekly job site meetings and other unscheduled site visits made necessary by the progress of the construction on site. Includes time for base contract administration and time for additional visits made necessary by uncovered conditions as the work was being performed.

<u>Week of</u>	<u>Hours</u>	<u>Fee</u>	<u>Services Rendered (DD, unless otherwise indicated)</u>
7/31/17	11.00	\$1,650.00	Site visit to observe mobilization procedures of contractor; delivery of signed contract to Mike Werlech Construction (7/31); Project site visit/meeting (8/4); Issue RFI 01 Response deleting work scope at temporary opening for bulkhead; Issue RFI 02 response with test result for potential hazardous material concern; Issue RFI 06 Response concerning existing rebar retention and electrical bonding; follow-up call to MWC about picking up electrical permit, obtaining business licenses from City of Des Moines, filing of intents to Pay Prevailing Wages; review of demolition extents and scope
8/7/17	10.00	\$1,500.00	Issue RFI 03 response on whether main floor contains post-tensioned steel. Issue RFI 04 following discussion on site. Project site visit/meeting (8/8); Project site visit/meeting (8/9); Project site visit/meeting (8/10); Project site visit/meeting (8/11); Coordinate site visit by structural engineer to view conditions in filter room and ADA lift foundations; follow-up discussions as demolition/repair work executed; arranged for PBS to provide contract-required asbestos awareness training outside of contract and at no cost to Owner; discussed urgent need for dust-containing enclosure at pool finish demolition
8/14/17	10.00	\$1,500.00	Issue RFI 04 response on extent of structural work needed at damaged filter room wall; Project site visit/meeting (8/14); Discuss Task Order w/Owner; Issue RFI 05 response on epoxy flooring requirements in men's shower; Issue RFI 07 response concerning size of base for pool ADA lifts; Issue RFI 008 Response concerning extent of demolition at cantilevered deck; discussed results of video survey of underslab piping and options to correct; discuss extended storage of bulkhead which has been manufactured. Requested contractor

			submit required caulk joint detail now that existing joint is uncovered
8/21/17	12.50	\$1,875.00	Project site visit/meeting (8/22); Project site visit/meeting (8/23); Project site visit/meeting (8/24)
8/28/17	8.50	\$1,275.00	Project site visit/meeting (8/29); Issue RFI 09 response on concrete mix strength; Issue RFI 10 response on lifeguard chair base after conferring with Owner reps
9/4/17	7.00	\$1,050.00	Project site visit/meeting (9/4); Project site visit/meeting (9/12);
9/18/17	8.00	\$1,200.00	Project site visit/meeting (9/18); Project site visit/meeting (9/19); Project site visit/meeting (9/20); Project site visit/meeting (9/22);
9/25/17	3.50	\$ 525.00	Project site visit/meeting (9/26); Project site visit/meeting (9/29);
10/2/17	4.50	\$ 675.00	Project site visit/meeting (10/3);
10/9/17	3.50	\$ 525.00	Project site visit/meeting (10/10);
10/16/17	2.50	\$ 375.00	Project site visit/meeting (10/20);
11/6/17	3.50	\$ 525.00	Project site visit on clerestory window condition (11/6)
11/13/17	3.50	\$ 525.00	Project site visit/meeting (11/15); wrote report on conditions; prepared sketches showing remedial work needed.
11/20/17	3.50	\$ 525.00	Project site visit/meeting (11/22);
11/27/17	5.00	\$ 750.00	Project site visit/meeting (11/29);
12/11/17	3.50	\$ 525.00	Project site visit/meeting (12/12);
12/18/17	3.50	\$ 525.00	Project site visit/meeting (12/19); Project site visit (12/20)
12/25/17	3.50	\$ 525.00	Project site visit/meeting (12/19);
1/1/18	3.50	\$ 525.00	Project site visit/meeting (1/2);
1/8/18	3.00	\$ 450.00	Project site visit/meeting (1/9);
12/10/18	<u>7.00</u>	<u>\$1,050.00</u>	Project site visit/finish repair (multiple)
Summary	120.50	\$18,075.00	Total Invoice Amount to DMPMPD

5.3 Design Clarifications

Summary of Activities: Principal activities include preparing and issuing Architect's Supplemental Instruction (ASI) and other communications needed to confirm the design intent of the contract documents.

<u>Week of</u>	<u>Hours</u>	<u>Fee</u>	<u>Services Rendered (DD, unless otherwise indicated)</u>
7/24/17	1.75	\$ 262.50	Issue ASI 001 for pool tile color selections; Issue ASI 002 for pool bulkhead shop drawing provided by owner's vendor; Issue ASI 005 conveying owner's record drawings; Issued ASI 006 requesting contractor provide loading information per specs; Issue ASI 008 with bulkhead dimensional coordination;
7/31/17	0.75	\$ 112.50	Update ASI 003 with Authorized Owner Personnel names and organizations; Issue ASI 007 authorizing usage of owner's restrooms
8/7/17	0.75	\$ 112.50	Issue ASI 004 with bulkhead anchor detail from manufacturer
8/14/17	0.75	\$ 112.50	Review King County Health requirements with bulkhead manufacturer; confirmed compliance and acceptability as manufactured
8/21/17	0.75	\$ 112.50	Prepare sketch for owner on color tile at main drains
8/28/17	0.50	\$ 75.00	Review quartz aggregate installation requirements with contractor
9/4/17	0.50	\$ 75.00	Review epoxy flooring finish with contractor

10/2/17	1.50	\$ 225.00	Review pool lift installation requirements with contractor; provided roofing report identifying materials-need for tie-in a base of window
11/6/17	2.00	\$ 300.00	Confer with design team and owner on clerestory window conditions and anchorage
11/13/17	2.00	\$ 300.00	Prepare sketches for anchorage of clerestory panels based on structural engineer input due to unforeseen concealed conditions.
Summary	11.25	\$1,687.50	Total Invoice Amount to DMPMPD

5.4 Shop Drawings/Submittals

Summary of Activities: Principal activities include review and approval of contractor-provided submittals required by the terms of the contract documents; communicate with contractor on needs for obtaining approval where submittal package incomplete.

<u>Week of</u>	<u>Hours</u>	<u>Fee</u>	<u>Services Rendered (DD, unless otherwise indicated)</u>
7/31/17	0.50	\$ 75.00	Review and approve Masonry submittal; Review and approve flashing submittals;
8/7/17	1.00	\$ 150.00	Review and approve epoxy flooring submittal;
8/14/17	0.75	\$ 112.50	Review and approve fiberglass panels submittal; selected epoxy flooring color for installation
8/21/17	0.50	\$ 75.00	Review and approve crystalline waterproofing submittal;
8/28/17	0.50	\$ 75.00	Review and approve quartz aggregate submittal;
9/4/17	0.50	\$ 75.00	Review and approve pool tile submittal; approved brick sample for wall infill
10/2/17	0.50	\$ 75.00	Review and approve products per changed work
Summary	4.25	\$637.50	Total Invoice Amount to DMPMPD

5.5 Proposal Requests (PR)/Construction Change Directives (CCD)/Change Orders (CO)

Summary of Activities: Principal activities include identifying scope and need for changes to contract documents to include investigation of conditions at site, review available owner record drawings for relevant information (resolve numerous discrepancies between owner records and actual conditions); define scope of investigative work needed as precursor to more extensive change order work, negotiate, verify and accept proposed pricing by contractor.

<u>Week of</u>	<u>Hours</u>	<u>Fee</u>	<u>Services Rendered (DD, unless otherwise indicated)</u>
7/31/17	4.75	\$ 712.50	At Owner request prepare PR 01 for Lifeguard Chair removal
8/7/17	1.25	\$ 187.50	Due to unforeseen conditions, prepare CCD 01 for to add filter room electrical repairs
8/14/17	1.25	\$ 187.50	At owner request, prepare PR 02 to remove and replace sand filter media
8/21/17	2.00	\$ 300.00	DD 1.25: Due to unforeseen conditions, prepare PR 03 for new surge tank baffle KB 0.75; Prepare CCD 02 to provide suitable substrate for tile placement; Negotiate cost of \$67,866 and 10 day time extension and

			issue Change Order 001 for unforeseen conditions (CCD's 001, 002, 003).
8/28/17	1.25	\$ 187.50	Due to concealed field conditions, prepare CCD 04 for provision of piping locator services
9/4/17	2.25		Due to unforeseen conditions, prepare PR 04 for main drain repair
9/18/17	1.50	\$ 225.00	At Owner's request, prepare PR 10 for additional ceramic tile at pool lift locations
9/25/17	1.25	\$ 187.50	Due to uncovered conditions, prepare PR 09 to extend Contract time; Negotiate cost of \$352,322 and 103 day time extension and issue Change Order 002 for unforeseen conditions and owner requested item (PR's 001, 002, 003, 004).
10/2/17	1.25	\$ 187.50	Due to uncovered condition, prepare PR 11 to add stainless steel corner guards at removed knee wall
10/9/17	1.50	\$ 225.00	Due to uncovered condition, prepare PR 12 to add patching at exposed floor bolts
10/16/17	1.25	\$ 187.50	Prepare PR 13 to credit Owner for unused shoring allowance
11/6/17	2.50	\$ 375.00	Due to unforeseen condition of floor, prepare PR 14 to repair upper filter room floor; Due to unforeseen condition of floor, prepare PR 15 to repair lower filter room floor; Prepare PR 16 to credit owner for retention of existing filter lateral piping; Prepare alternative approaches to modify anchorage details for clerestory windows. Prepare CCD 05 documents for repair at clerestory following Owner direction.
11/13/17	2.00	\$ 187.50	Prepare PR 19 to credit owner for deletion of asbestos abatement originally in contract; Prepare PR 20 to credit owner for contractor re-use of existing rebar; Prepare PR 21 for deletion of existing rebar removal at lift locations;
11/20/17	2.25	\$ 337.50	Due to unforeseen conflict and contractor request, prepare PR 05 for sound panel removal and reinstallation
11/27/17	8.00	\$1,200.00	Due to unforeseen conditions, prepare PR 06 for removal of additional concrete at main drain repair, due to uncovered field conditions, prepare PR 07 to revise deck cantilever removal method, due to uncovered field conditions prepare PR 08 to add deck cantilever repair location; Prepare and issue CCD 03 to add cantilever deck repair; Negotiate cost of \$91,057 and no time extension and issue Change Order 003 for unforeseen conditions and owner requested items (CCD's 004; PR's 07, 08, 09, 10, 11, 12, 14, 15, 16, 17).
12/11/17	3.25	\$ 487.50	At owner request, prepare PR 17 to add pool deck cleaning and densifier
12/18/17	3.25	\$ 487.50	At owner request, prepare PR 18 to credit owner for deletion of clerestory work
12/25/17	2.25	\$ 337.50	Prepare detailed checklist for contractor use in close-out process
1/1/18	11.00	\$1,650.00	Project site visits to perform punchlist (1/4); Project site visits to perform punchlist (1/5); Due to unanticipated conditions encountered, prepare PR 22 to add sewer line repair; Negotiate cost of \$47,473 and 20 day time extension and issue Change Order 004 for

			unforeseen conditions at building sanitary sewer line (PR 018).
2/5/18	9.25	\$1,387.50	Follow-up discussions with owner and contractor on completion of punchlist items; work with regulatory agencies to close-out project (City of Des Moines building and electrical permit, King County Health
2/12/18	6.00	\$ 900.00	Start negotiation of potential Change Order items of added cost for unforeseen conditions and owner-requested work. Review contract requirements and advise contractor of need to provide significant credits for work not performed.
2/19/18	3.25	\$ 487.50	Continued negotiations on Change Order 005; Requested credit for clerestory work not performed
2/26/18	1.50	\$ 225.00	Coordinate with consultants on credit scope items for which Owner is due money (unused shoring allowance and masonry wall infill, unneeded asbestos abatement)
3/5/18	0.75	\$ 112.50	Communicate with contractor's rep and reviewed list of outstanding change items
3/12/18	0.75	\$ 112.50	Follow-on discussion with contractor and owner reps
3/19/18	4.00	\$ 600.00	Review scope of proposed changes to be incorporated into future change orders. Review requested backup documentation from contractor on pricing.
3/26/18	2.25	\$ 337.50	Negotiate proposed cost of \$18,439 and no time extension and start to prepare Change Order 005 for unforeseen conditions, Owner-requested items, and credits (COP's 210, 211, 212, 222, 223, 224, 229, 231, 233, 237, 238, 239, 240, 241, 242).
4/2/18	2.00	\$ 300.00	Finalize and issue Change Order 005 for signatures
4/9/18	2.25	\$ 337.50	Discuss scope and amounts with contractor prior to his signing change order document
4/16/18	2.25	\$ 337.50	Follow-on discussion with contract and owner reps related to changes
4/23/18	1.75	\$ 262.50	Prepare list of outstanding potential change order items to be incorporated into future final change order. Confirmed with contractor no further items to be additional charges. Reminded contractor of credit due for King County Health inspections fees which were to be paid by pool subcontractor.
Summary	89.25	\$13,387.50	(DD) Doug DuCharme
	0.50	\$ 48.75	(KB) Kathleen Bjorkheim
	89.25	\$13,436.25	Total Invoice Amount to DMPMPD

5.0 General Admin/5.6 Close-Out/Warranty

Summary of Activities: Principal activities include administering contract and close-out of pool repair contract; coordination and communications with Highline School District Building Repair Contractor referred to BLRB.

<u>Week of</u>	<u>Hours</u>	<u>Fee</u>	<u>Services Rendered (DD, unless otherwise indicated)</u>
5/21/18	2.00	\$ 300.00	Was contacted by HSD building repair team per DMPMPD request to serve as resource; Discussed technical requirements of exterior repair contractor proposal to inject epoxy into cracked brick at the

			clerestory windows; evaluated and indicated acceptability; provided documentation on original design intent and repair sketches; provided report.
6/4/18	1.00	\$ 150.00	Discussed brick selection with exterior repair contractor; owner communications; coordination with Lacey Glass who is to install the clerestory windows; issued approval for epoxy injection for repair of masonry wall at clerestories; confirmed brick color selection
8/13/18	1.00	\$ 150.00	Miscellaneous project close-out; communications with repair contractor and owner reps; discussed optional methods for repair
8/20/18	1.50	\$ 225.00	Miscellaneous project close-out; communications with repair contractor and owner reps; prepared and reviewed payment summary for final payment for MWC
8/27/18	4.50	\$ 675.00	Miscellaneous project close-out; communications with building repair contractor; site visit; coordination with structural engineer
9/3/18	1.00	\$ 150.00	Coordinate flashing installation with exterior repair contractor and owner reps
9/10/18	0.50	\$ 75.00	Project close-out
9/17/18	1.00	\$ 150.00	Discuss schedule for pool finish repair
9/24/18	1.00	\$ 150.00	Discussed scheduling warranty meeting with MWC for pool finish crack repair
9/30/18	1.50	\$ 225.00	Prepare information per owner request on options to replace pegboard acoustical panel; discuss with owner
10/1/18	0.50	\$ 75.00	Discussed close-out process for exterior repair project; received verbal update from owner on exterior repair completion
10/8/18	3.50	\$ 525.00	Evaluated two options for acoustical pegboard replacement and emailed info to owner. Reviewed exterior repair punchlist and close-out process. Discussed contract remedies for pool finish repair work with owner reps; discussed performance and payment bonds as possible remedy
10/22/18	0.50	\$ 75.00	Discussed close-out schedule for the exterior repair contract with owner reps; reviewed substantial completion checklist
10/29/18	1.00	\$ 150.00	Communications to owner and contractor concerning timing of exterior repair work and schedule for pool finish crack repair; Heads up call to MWC
11/5/18	0.50	\$ 75.00	Confirmed exterior repair project is completed; Discussed availability of interior for pool finish repair work; discussed timing of pool draining; Discussed contract options for pool finish repair, emails. Discussed pool finish repair with contractor and need for timely notice
11/12/18	2.00	\$ 300.00	Discussed owner preference to have finish repair work considered as nonconforming work, not warranty work. Discussed pool draining logistics and prepared emails to contractor; Owner reps confirm advance notice of drainage necessary; Conferred with DMPMPD legal counsel.
11/19/18	2.50	\$ 375.00	Discussed pool draining logistics and prepared emails to contractor; reviewed strategy with legal counsel; advised contractor via phone and email. Discussed O&M needs for pool filling to follow repair

11/26/18	1.50	\$ 225.00	Phone calls and correspondence to arrange draining of pool and contractor repair; communication with owner's reps and confirm contractor direction to go ahead and drain pool; Review manufacturer's pool finish technical services requirements for draining pool and contract requirements (Kelly),
12/3/18	8.75	\$1,312.50	Project site visits to view pool finish crack repair work (12/4, 12/5, 12/7); Advised by contractor that repairs satisfactorily completed. Discussed owner concerns over contractor organizations and communications related to repair; follow-up call to MWC
12/10/18	4.00	\$ 600.00	Various close-out tasks and follow-up phone calls; site visit to document pool floor condition; discussions with pool manager on filling pool
12/17/18	7.50	\$1,125.00	Project site visit to observe plaster repair (12/19); DMPMPD Capital Projects Committee (12/19); Discussed approach used to obtain contractor repair of pool finish cracks with owner representatives; followed up on owner request for more information on pool finish repair, sharp tile edges, and bonding agent used during; Notified contractor and requested their followup response.
12/24/18	2.50	\$ 375.00	Phone calls and correspondence to related to draining of pool and contractor repair; pool surge trench drain pipe installation
12/31/18	7.00	\$1,050.00	Discuss and correspond with contractor re: piping install at pool surge trench
1/7/19	3.00	\$ 450.00	Review of surge trench piping installation and reported leaking by owner's rep; Discussed contractor statement that cracks were inevitable due to patches in concrete tank with Owner; Reviewed close-out requirements with King County Health and obtained pump information
1/14/19	1.00	\$ 150.00	Discussions with contractor on pipe trench installation. Manage close-out process; owner proposed opening date of 1/14/19; Scott D. advised owner had consulted legal counsel on remedies for cracks in pool finish and will not pursue further; reviewed due diligence measures taken and contractor direction on the pool draining
1/21/19	1.00	\$ 150.00	Obtain on-site date needed for Health Dept. close-out
1/28/19	1.00	\$ 150.00	Completed Pool Data Form for King County Health
2/28/19	1.00	\$ 150.00	Submitted Pool Data Form for King County Health (emailed and hand delivery)
3/4/19	0.50	\$ 75.00	Discussed close-out documents needed for public works contract in WA; Owner requested assistance with completion and submittal of documents; Negotiate credit of \$2,625 and issue Change Order 006 for acceptance of work at pool surge trench and reimbursement for fees paid by owner to King County Health
3/11/19	1.00	\$ 150.00	Compile financial information for Notice of Completion of Public Works Contract; discuss with Contractor reps
3/18/19	1.00	\$ 150.00	Compile subcontractor information for Notice of Completion of Public Works Contract; discuss with Contractor reps
3/25/19	2.50	\$ 375.00	Prepare Draft Notice of Completion of Public Works Contract; review and discuss with owner reps; Discuss warranty provisions with Scott

			D and provided summary of warranties
4/1/19	2.00	\$ 300.00	Prepare Final Notice of Completion of Public Works Contract; review and discuss with agency and owner reps
4/8/19	1.00	\$ 150.00	Prepare Contract close-out Forms for submittal to state agencies; review and discuss with agency and owner reps
4/22/19	2.00	\$ 300.00	Follow-up inquiries with King County Health; Project close-out
4/29/19	0.25	\$ 37.50	Project close-out
5/6/19	1.00	\$ 150.00	Reviewed and approved Pay Application No. 9
5/20/19	2.00	\$ 236.25	DD 1.25: Discussion with King County Health, State of Washington Agencies; followup w/MWC on the state close-out forms to resolve discrepancies KB 0.75: Administrative support (correspondence)
5/27/19	2.00	\$300.00	Follow-up status inquiries with Employment Security Division, Labor and Industries, and Department of Revenue, Public Works Section
6/3/19	0.25	\$ 37.50	Follow-up status inquiries with Employment Security Division, Labor and Industries, and Department of Revenue, Public Works Section
6/10/19	0.50	\$ 75.00	Follow-on communications with owner representatives
7/1/19	0.50	\$ 75.00	Discuss status of state close-out form with Scott D.
7/15/19	0.25	\$ 37.50	Follow-on communications with agency and owner representatives
7/29/19	0.25	\$ 37.50	Follow-on communications with agency and owner representatives
8/12/19	6.25	\$ 937.50	Review current work status and confirm with Owner authorization to take action on final payment application; Review and approved Pay Application No. 10; summarized close-out steps for pool contract (change order, pay app, certificate of substantial completion)
8/26/19	2.00	\$ 300.00	Assess financial impact of potential withholding of contractor pay due to caulk joint failure; advise owner of likely retention amount; contractor discussion on final payment; discuss caulk failure extent with Pool manager
9/9/19	5.50	\$ 825.00	Prepare for and attend DMPMPD Capital Projects Committee re: caulk failure; visited project site; discuss project close-out with Scott D. and Dominic and estimated costs to repair caulk joint; discussed withholding final payment as leverage to get caulk repair with owner reps; Phone conversations with MWC to get caulk repair done.
9/23/19	0.75	\$ 112.50	Follow-on communications with owner representatives re: caulk failure and withholding of payment; Researched files and prepared demand letter and sent via certified letter and email to MWC.
10/5/19	1.75	\$ 262.50	Discussion with caulk manufacturer's rep on reasons for caulk failure
10/12/19	5.50	\$ 825.00	Compiled timeline of issues related to contractor performance; requested caulk manufacturer; received request to estimate useful life remaining with pool building
10/19/19	9.50	\$1,237.50	Followed up on demand letter to MWC requesting correction of nonconforming work; commenced end-of life summary for pool building
10/26/19	3.00	\$ 450.00	Follow-on discussions with contractor and owner representatives relative to caulk failure
11/4/19	4.00	\$ 600.00	Research into project records relative to contractor performance requirements; update to owner representatives; prepared end of life

			assessment for MRP
11/11/19	0.75	\$ 112.50	Review contract requirements relative to warranty work
11/18/19	0.25	\$ 37.50	Follow-on discussions with contractor and owner representatives
11/25/19	1.00	\$ 150.00	Review contract requirements relative to warranty work; discussed legal counsel's recommendations with Scott D; discussed plan to have caulk repair work done with other forces
12/9/19	0.25	\$37.50	Follow-on discussions with contractor and owner representatives; again suggested to Mike Werlech that he take on the caulk repair
	121.00	\$18,150.00	(DD) Doug DuCharme
	.50	\$ 48.75	(KB) Kathleen Bjorkheim
Summary	121.50	\$18,198.75	Total Invoice Amount to DMPMPD

PCS Structural Solutions Billing: PCS was engaged to assist with site investigation, design, and construction administration for the project. Billing explanation is for services not otherwise previously billed. Project engineer assigned was Gary Beckner, with a billing rate of \$140/hr.

<u>Period</u>	<u>Hours</u>	<u>Fee</u>	<u>Services Rendered</u>
5/2017		\$ 130.00	Balance remaining on previous design work (was unbilled)
7/2017	4.50	\$ 630.00	Consultation with architect and contractor representatives during kick-off and demolition phases of construction project
8/2017	1.25	\$ 175.00	Consultation with architect during construction phase
9/2017	11.00	\$1,540.00	Site visits and consultation related to pool lift foundation, deteriorated cantilever deck, failing filter room floor and wall repair observation
12/2017	0.50	\$ 70.00	Consultation with architect on reinforcing at infill wall opening
	Total	\$2,545.00	PCS Fee
		\$ 245.50	BLRB Markup (10%)
		\$2,799.50	Invoiced Amount to DMPMPD

PBS Environmental: PBS was engaged to assist with hazardous material investigation and testing, dust containment temporary structure, design and specifications, testing, and construction contract administration for the project. Billing explanation is for services not otherwise previously billed. Project engineer assigned was Mark Hiley, with a billing rate of \$130/hr.

<u>Period</u>	<u>Hours</u>	<u>Fee</u>	<u>Services Rendered</u>
7/2017	16.00	\$2,080.00	Attend pre-construction conference, project meetings, and review project requirements with contractor to relative to hazardous materials, suspect hazardous materials, and dust containment requirements
7/2017	1.00	\$ 65.00	Admin. Support (report, transmittal, correspondence)
7/2017		\$ 44.94	Mileage Reimbursement for site visits (7/3 and 7/28)
8/2017	17.00	\$2,210.00	Site visits at key points, sampling of suspect materials for asbestos content
8/2017	1.50	\$ 97.50	Admin. Support (report, transmittal, correspondence)
8/2017		\$ 880.00	Laboratory Analysis (2 samples)
8/2017		\$ 67.41	Mileage Reimbursement for site visits (8/4, 8/11, 8/15)
11/2017	2.00	\$260.00	Project manager abatement oversight and hazardous material consultation
11/2017		\$ 80.00	Laboratory Analysis (2 samples-PLM Asbestos Analysis)

11/2017		\$42.66	Courier service
1/2018	1.00	\$130.00	Project manager abatement oversight and hazardous material consultation; post construction site check
1/2018	1.75	\$ 113.75	Admin. Support (report, transmittal, correspondence)
1/2018		\$ 105.00	Laboratory Analysis (3 samples-PLM Asbestos Analysis)
1/2018		<u>\$ 22.47</u>	Mileage Reimbursement for site visit (10/27)
	Total	\$6,198.73	PBS Fee
		\$ 619.87	BLRB Markup (10%)
		\$6,818.60	Invoiced Amount to DMPMPD

INVOICE SUMMARY BY PHASE	
PHASE	AMOUNT
BLRB Phase 5.1 Contract Administration	\$ 30,168.75
BLRB Phase 5.2 Site Visits/Job Meetings	\$ 18,075.00
BLRB Phase 5.3 Design Clarifications	\$ 1,687.50
BLRB Phase 5.4 Shop Drawings/Submittals	\$ 637.50
BLRB Phase 5.5 Change Order Items	\$ 13,436.25
BLRB Phase 5.0/5.6 General/Close-Out/Warranty	<u>\$ 18,198.75</u>
BLRB Subtotal	\$ 82,203.75
BLRB Subconsultant: PCS Structural Solutions	\$ 2,799.50
BLRB Subconsultant: PBS Environmental	<u>\$ 6,818.60</u>
BLRB Subconsultant Subtotal	\$ 9,618.10
TOTAL	\$ 91,821.85 (Invoice #56057)

DES MOINES POOL
ATTN: Scott Deschenes
22015 Marine View Drive South
Suite 2B
Des Moines, WA 98198

Invoice 56058

Date 11/17/2020

P.O. No.:

Professional Services through 11/17/2020

Project: 15.57.114
Mt. Rainier Pool A/E Services
2017 Improvement Project

	Qty	Rate	Fee
Phase 05: General Contract Admin - DuCharme	23.5	150.00	3,525.00
Phase 05.2 Site Visits (4)	8.5	150.00	1,275.00
Phase 05.4 Submittal Review	0.5	150.00	75.00
Total			\$4,875.00
Payments/Credits			\$0.00
Balance Due			\$4,875.00

MEMO

Date: January 11, 2021

To: Scott Deschenes
General District Manager
Des Moines Pool Metropolitan Park District

From: Douglas DuCharme, Associate Principal

Subject: **12/31/19 Billing Support Memo (BLRB Invoice #56058)**
Mt. Rainier Pool-2017 Improvement Project

BLRB Activities included in the Invoice, for services performed during 2020 to assist the DMPMPD include services performed by the following staff:

Mk	Name	Position	Billing Rate
DD	Douglas DuCharme	Assoc. Principal	\$150/hr.

The following summary is for BLRB's services provided during 2020: Services were performed in response to owner requests for assistance relative to caulk repair which had not yet been completed.

<u>Week of</u>	<u>Hours</u>	<u>Fee</u>	<u>Services Rendered (DD, unless otherwise indicated)</u>
1/20	.75	\$ 0.00	No Charge-Variou Owner communications related to project; discussed condition of pool finish cracking as being the same; estimated cost of caulk repair would be in the range of \$10-15,000 which could be deducted from money held from MWC; discussed possible mediation as means to resolve dispute
2/7/20	1.00	\$ 150.00	Responded to owner request to research project records related to caulk failure and repair and prepare summary
2/14/20	8.00	\$1,200.00	Research project records related to caulk failure and repair per owner request (correspondence, submittals, contract requirements)
2/21/20	9.75	\$1,462.50	Write summary of project record research for potential mediation on caulk repair
6/20	.50	\$ 0.00	No Charge-Communications w/Owner related to potential mediators
7/20		\$ 0.00	No Charge-Variou Owner communications on caulking repair methods, warranty, manufacturer's recommendations for repair
8/7/20	.50	\$ 0.00	No Charge-Variou communications with owner related to warranty
8/14/20	2.00	\$ 300.00	Consult with caulk manufacturer technical rep on repair methods; discussion with Owner on potential repair methods and repair contractors
8/21/20	1.00	\$150.00	Follow-on discussion with owner reps; initial contact with Mike Werlech Construction on offer to repair caulk at their expense
8/28/20	1.00	\$150.00	Define repair scope and prepare for discussion with Mike Werlech Construction; Discuss proposed repair procedures with Mike Werlech
9/4/20	3.00	\$ 450.00	Meet on site with Owner representatives, Mike Werlech Construction and proposed repair subcontractor (Leewans)
9/11/20	1.25	\$187.50	Discuss proposed approach to caulk repair with owner reps; confirm

			proposed repair method and schedule with Mike Werlech
9/18/20	5.50	\$ 825.00	Visit project site three (3) times: prior to start of caulk repair, during caulk repair work, at completion of repair work; follow-on calls with Owner reps concerning pool finish integrity after filling of pool
10/20	.50	\$ 0.00	No Charge-Project Close-out
11/20	.50	\$ 0.00	No Charge-Project Close-out
12/20	32.50	\$4,875.00	Unbilled time since previous billing-Final BLRB Bill



Des Moines Pool Metropolitan Park District

Tuesday, February 2, 2021

BLRB Architects
1250 Pacific Avenue #700
Tacoma, WA 98402

Dear Mr. DuCharme:

This message is in response to your recent billing sent on January 12, 2021. In representing the board, they feel your organization, BLRB was hired to perform a conditions assessment and to manage a project of improvements. There was a clear "not to exceed" established for \$94,242.25. For the project, the District has paid \$98,293, which is \$4,050.75 over the total amount.

The "not to exceed" language is clearly stated in the contract in two areas. At no time, did BLRB formally extend or modify the contract outside of these terms. Also, no estimates were given that showed the project would be near the additional charges.

- Per Section 4.1 of our agreement, "the District shall not be obligated to pay for such services or expenses unless the expense compensation has been negotiated between the parties prior to the performance of services or incurring the expense."
- Per Section 15.3 of our agreement, "Subsequent modifications or amendments to this agreement shall be in writing and shall be signed by the parties to this Agreement. Services to be performed by Consultant for District that are outside the Scope of Services under this agreement shall be performed pursuant to separately negotiated written agreements."

The District was also caught off-guard when an additional \$96,696.85 would need to be paid above the \$4,050.75 that the project was already above its "not to exceed" limit. The District could have better planned for this situation, if BLRB would have followed section 15.4 of the agreement, "Month End Status. Architect shall provide an abbreviated status of the on-going task orders to the District Manager on a monthly basis." The District pushed for updated financial information but was told that it was coming later due to internal issues at BLRB.

All-in-all, the District feels wronged in the fact that a \$503,000 project became a \$1,114,887.84 and billing from BLRB doubled. The District also feels that many of the increased costs were due to negligence of the architect.

206.429.3852

22722 19 Avenue S Des Moines WA 98198

- BLRB was retained and paid to do a thorough analysis of the facility. Drain issues that violated the Virginia Graeme Baker Act were never detected,
- BLRB missed major inspections including the pool shell and caulking. Both were deemed by the architect to not be completed correctly potentially including, not priming of surfaces by contractor of both projects, not using the right materials and not following specifications,
- BLRB did not account for the spalling brick's effect on the ability to install the clerestory panels. The District did not learn about this fact until towards the end of the project,
- BLRB did not properly design the main joint to professional standards,
- and BLRB did not double-check with the shell manufacturer that led to increased cracking of the pool shell after drainage of the pool.

Outside of the increased fees for the project, the District has lost days of operation, lost revenue and incurred outside expenses. The District has lost an additional 300 days above the original estimate of 60 lost days (5x the original estimate). The District had to rebuild its staff from the prolonged closure. The District was finally able to get back to its original programming in March 2020, which was two and half years after the original project was supposed to end. In addition, the District conservatively estimates \$161,012 for the 300 days. The District also lost money on emptying and refilling the pool an additional two times, the cost of retraining staff and other future costs of dealing with this issue.

Finally, the District feels that both parties should agree to end this agreement, based on BLRB not providing documentation or written notification, not properly overseeing the work and a host of other items presented in this letter. We reject the billings #56057 for \$91,821.85 and #56058 for \$4,875, consider the project complete, and would like to begin close-out of this project immediately.

Sincerely,

Scott Deschenes
District General Manager

Des Moines Pool Metropolitan Park District

AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 8b **Assigned to:** District GM **Meeting Date:** 4/20/2021

Under: Old Business **Attachment:** Yes

Subject: Engineer of Record Agreement

Background/Summary:

The District selected to work with Stemper Architects out of Seattle upon negotiation of a contract and directed the District GM to negotiate an agreement.

The District GM has worked with legal and Stemper to develop the attached agreement. A first task order was also approved by the Capital and Contracts committee that will help them research and prepare for our next retreat in May.

Fiscal Impact: Not known at this time. Depends on scope.

Proposed Motion: I move to approve the consultant agreement with Stemper Architects.

Reviewed by Legal Counsel: Yes ☒ No ☐ **Date:** Various

Two Touch Rule:

February 16, 2021

April 20, 2021

Committee Review

First Board Meeting (Informational)

Second Board Meeting (Action)

Action Taken: Adopted ☐ Rejected ☐ Postponed ☐

Follow-up Needed: Yes ☐ No ☐ **Reporting Back Date:**

Notes:

See attached consultant agreement.

CONSULTANT AGREEMENT

THIS AGREEMENT is made and entered into between Des Moines Pool Metropolitan Park District, a Washington State municipal corporation (“District”) and Stemper Architecture Collaborative, providing professional services with offices at 4000 Delridge Way SW, Ste. 200 Seattle, WA 98106 (“Consultant”).

1. Scope of Services. District retains Consultant to perform the Services designated in **EXHIBIT A** “the Services” together with such other services as requested by District. All services provided shall be performed at the direction of District. Consultant agrees to use competent and experienced personnel to provide the services necessary to complete the Services in accordance with the agreed project schedule and in a competent and professional manner and to furnish or procure the use of incidental services, equipment, and facilities as necessary for the completion of the Services. District reserves the right to approve the primary personnel designated by Consultant to perform services under this Agreement. This Agreement is not intended to create a relationship in which District contracts exclusively with Consultant for similar or related services or in which the Consultant serves District as its sole client. District reserves the right to use the services of other Consultants for both general and specific projects at District’s sole discretion.
2. Term. This Agreement shall be effective on March 22, 2021 and shall remain in effect until March 21, 2024. Provided, however, either party may terminate this Agreement at any time upon twenty (20) days written notice to the other party by certified mail, return receipt requested, to the other party’s business office.
3. Payment. Payment for the Services and Deliverables referenced on **EXHIBIT A** shall be made as follows:
 - 3.1. Cost of Services. The total cost for all services, personnel, materials, supplies, and equipment used in performing the Services shall be as set forth in **EXHIBIT B** Should the Consultant either perform or propose to perform services or incur expenses to which it believes it should be entitled to compensation in excess of the stated limit either for the total or for one or more itemized tasks, District shall not be obligated to pay for such services or expenses unless the excess compensation has been negotiated between the parties prior to the performance of the services or incurring of the expenses.
 - 3.2. Billing Procedures. The Consultant shall submit invoices (including any applicable taxes itemized separately) for services rendered to District for approval and payment on a monthly basis. Payment shall be made within 30 days of receipt of the invoice following verification and approval of the invoice by District. Consultant shall submit complete documentation for the invoices in a form acceptable to District. The District shall pay such invoiced amounts within 45 days of receipt of approved invoices. The District may withhold payment on invoices that are not sufficiently detailed or supported by appropriate documentation and shall notify Consultant within 30 days of receipt of an invoice of the need for additional detail or documentation.

- 3.3. Full Payment. Payment provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
- 3.4. Partial Payment. If any Services covered by this Agreement are suspended or abandoned by District, the Consultant shall be paid for services performed prior to the date that written notification of abandonment is provided to Consultant; provided, however, such payment shall only be owing if Consultant performed such services in a professional and non-negligent manner consistent with the terms of this Agreement.
4. Ownership of Documents. Ownership of Documents created pursuant to this Agreement shall be determined as follows:
- 4.1. Work Product. As a result of providing the Services to District, the Consultant will create certain instruments of professional services as a work for hire which will take the form of traditional project documents such as hard copy drawings, designs, mylars, specifications, renderings of surveys, survey data, and like items; these may also take the form of computer-ready data sets such as CAD, word processing, electronic spread sheets and/or databases; in addition, the Consultant's instruments of professional service may be represented in the form of computer programs, software and materials (except for pre-existing intellectual property, all of the foregoing instruments of professional service collectively referred to as "Work Product"). District acknowledges this Work Product as instruments of professional service. However, such Work Product created solely under this Agreement shall become the property of District on payment in full of all monies due to the Consultant for such Work Product. District shall own all copyrights to such Work Product, and Consultant agrees to assign all ownership rights to such Work Product to District. The Consultant cannot guarantee the authenticity, integrity or completeness of Work Product supplied in electronic format ("Electronic Files"). District shall release, indemnify and hold the Consultant, its officers, employees, consultants and agents harmless from any claims, or damages arising from the use of Electronic Files. Electronic Files will not contain stamps or seals and are not to be used for any purpose other than that for which they were transmitted.
- 4.2. Work Product Modifications. Upon its sole risk, District may make modification to the Work Product without the prior written authorization of the Consultant. District agrees to waive any claim against the Consultant arising from District's reuse or modification of any such Work Product.
- 4.3. Possession of Work Product. The Consultant shall hold on District's behalf, original reproducible copies of all designs and as-built drawings for a period of three (3) years for the date of substantial completion. Computer-ready data shall be provided to District, if requested, on a data disk compatible with District's computer equipment and programs. Consultant may not use Work Product specifically developed for and paid for by District, for non-District projects, without the prior written authorization of District upon such terms and conditions imposed by District.

5. Indemnification. Consultant shall defend, indemnify and hold District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of District. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the District, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
6. Insurance.
- 6.1. Insurance Term. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
- 6.2. No Limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the District's recourse to any remedy available at law or in equity.
- 6.3. Minimum Scope of Insurance. The Consultant shall obtain insurance of the types and coverage described below:
- 6.3.1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- 6.3.2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. District shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for District using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
- 6.3.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- 6.3.4. Professional Liability insurance appropriate to the Consultants' profession.

- 6.4. Minimum Amounts of Insurance. The Consultant shall maintain the following insurance limits:
- 6.4.1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - 6.4.2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
 - 6.4.3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- 6.5. Other Insurance Provisions. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect District. Any insurance, self-insurance, or self-insured pool coverage maintained by District shall be excess of the Consultant's insurance and shall not contribute with it.
- 6.6. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- 6.7. Verification of Coverage. The Consultant shall furnish District with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
- 6.8. Notice of Cancellation. The Consultant shall provide District with written notice of any policy cancellation within two business days of their receipt of such notice.
- 6.9. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which District may, after giving five business day notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to District on demand, or at the sole discretion of District, offset against funds due the Consultant from District.
- 6.10. District Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, District shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to District evidences limits of liability lower than those maintained by the Consultant.
7. Conflicts of Interest. Consultant agrees not to perform similar services for private parties on projects within District if the performance of such services conflict in any way with the Consultant's performance of the Services for District.

8. Warranty. Consultant agrees and warrants that the Services shall be performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and same or similar locality. When the findings and recommendations of Consultant are based upon information supplied by District and others, Consultant is entitled to rely on such information.
9. Independent Contractor. The Consultant and District agree the Consultant is an independent contractor with respect to the Services. Nothing in this Agreement shall be considered to create the relationship of employer or employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded to District employees by virtue of the Services provided under this Agreement. District shall not be responsible for withholding or otherwise deducting federal income tax or social security, or for contributing to the State Industrial Insurance program, or for otherwise assuming the duties of an employer with respect to the Consultant or any employee of the Consultant.
10. Special Services. Special services may be required in conjunction with the Services that are outside the professional expertise of Consultant. When, in the opinion of the Consultant, such expertise is required to complete the Services, the Consultant shall so advise District. District may directly obtain such special professional expertise and pay the cost thereof or, District, at its sole discretion, may direct Consultant to retain such special expertise and pay the cost thereof, subject to reimbursement by District plus ten percent (10%) for administration, taxes and insurance.
11. Compliance With Laws. The Consultant shall, in performing the Services, faithfully observe and comply with all federal, state and local laws, ordinances and regulations, applicable to the Services.
12. Assignment of Contract/Subcontractors. Consultant shall not assign this contract or assign or subcontract all or any portion of the work of any Services without prior District approval.
13. Dispute Resolution.
 - 13.1. If the parties are unable to resolve a dispute regarding this Agreement through negotiation, 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.
 - 13.2. 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 County in which the District is located, 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.

13.3. 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 Superior Court of the County in which the District is located. The court shall determine all questions of law and fact without empaneling 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.

13.4. 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.

14. Miscellaneous.

14.1. Entire Agreement. This Agreement, and its attachments, contains the entire understanding between District and Consultant relating to the Services. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly set forth herein, are of no force or effect. Subsequent modifications or amendments to this Agreement shall be in writing and shall be signed by the parties to this Agreement. Services to be performed by Consultant for District that are outside the scope of Services under this Agreement shall be performed pursuant to separately negotiated written agreements.

14.2. Non-Waiver. Waiver or forbearance by District of any provision of the Agreement or any time limitation provided for in this Agreement shall be limited to the single instance of waiver or forbearance and shall not constitute an agreement by District to waive or forbear in the future with respect to similar instances, nor shall any such waiver or forbearance constitute a waiver or forbearance with respect to any other provision of this Agreement.

14.3. Law/Venue. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Washington. Any litigation arising out of or in connection with this Agreement shall be filed and conducted in King County Superior Court.

14.4. Savings Clause. If any provision of this Agreement is declared invalid, illegal or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement shall continue in full force and effect, and no provisions shall be deemed to depend upon any other provision unless so expressed herein.

- 14.5. Document Use. Reuse of any such materials by District on any extension of this project or any other project without the written authorization of Consultant shall be at District's sole risk.
- 14.6. Responsibility for Others. Consultant shall be responsible to District for Consultant Services and the services of Consultant subcontractors. Consultant shall not be responsible for the acts or omissions of other parties engaged by District nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.
- 14.7. Consequential Damages. Neither Party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

Dated: _____

Dated: _____

**DES MOINES POOL METROPOLITAN
PARK DISTRICT**

CONSULTANT

By: _____

By: _____

By: _____

By: _____

EXHIBIT A SCOPE OF SERVICES

1.1 General Services. Certain matters requiring engineering services are a routine order of business for the District and occur on a regular basis; these include consultation and meeting with District officials and staff "General Services." The Consultant will be available to the District to provide such General Services, consultation and advice, and assist in the work of the District. The Consultant will provide such General Services upon written or verbal direction of an authorized representative of the District, and will confirm verbal requests from the District in writing prior to providing such General Services.

1.2 Project Services

- 1.2.1 From time to time the District will undertake projects requiring study and report preparation, or design services and/or construction related services or some combination of such services "Project Services." The Consultant will have the option to perform the Project Services on all District projects within Consultant's area of professional competence and which Consultant can reasonably expect to accomplish in fulfillment of the District's needs in view of Consultant's other contractual obligations. Project Services provided under this section will be authorized by written Work Orders describing the negotiated project, scope of work, cost of services and schedule as approved by the District and Consultant.
- 1.2.2 If the District is unable to negotiate a satisfactory written Work Order with the Consultant, the District may select other firms with which to negotiate for services.
- 1.2.3 In performing Project Services under this section, the Consultant will advise the District of the need or the District may independently determine a need to obtain services from others to provide the expertise to perform work outside the Consultant's usual area of practice. If authorized by the District, the Consultant may obtain services from others which shall be paid for by the District.

**EXHIBIT B
COMPENSATION**

Staff	Hourly Rate
Principal Architect	\$215.00
Principal/Senior Project Manager	\$205.00
Project Architect	\$155.00
Project Manager	\$155.00
Architectural Staff 1	\$130.00
Architectural Staff 2	\$140.00
Accounting/Administration	\$110.00
Business Development/Marketing Coordinator	\$105.00

These hourly rates include in-house office expenses, photocopying, and other incidental items. Mileage will be reimbursed at the current standard IRS rate. Outside expenses will be billed at cost plus 10%.

EXHIBIT C
INVOICE FORMAT

See attached invoice examples for lump sum and hourly not-to-exceed formats

DRAFT

Invoice

BILLED TO:

[Name]
[Address]

DATE	INVOICE #	PROJECT	
mm/dd/yyyy	123456	Sample Project 1	
Contract	Prev. Amt	Total %	Current Amt

DESCRIPTION

[Contract Description]
[Contract No.]

[Invoice billing dates]

Schematic Design (18%)	XXXXXX	XXXXXX	XX%	x
Design Development (20%)	XXXXXX	XXXXXX	XX%	x
Constuction Documents (31%)	XXXXXXXX	XXXXXXXX	XX%	x
Bidding (2%)	XXXX	XXXX	XX%	x
Construction (27%)	XXXXXXXX	XXXXXX	XX%	XXXXXX
Completion (2%)	XXXX		X%	x
Reimbursable	XXX		X%	x
Subtotal	XXXXXXXX		XX	XXXXXX

Total

\$XXXXXX

MOUNT RAINIER POOL - [TASK ORDER TITLE AND NUMBER]

[INSERT DATE]

	Consultant Fee	Stemper AC Fee	Markup (X.X)	Proposed Fee	Subtotals
ADDITIONAL SERVICES					
Architectural Services (from below)		\$0	1.0	\$0	\$0
Consulting Engineers [will be added as needed]			1.1	\$0	\$0
TOTAL					\$0

SMSA Hourly Rates

Principal Architect	\$0	[RATES SHALL BE PER MASTER AGREEMENT]
Senior Project Manager	\$0	
Project Architect	\$0	
Architectural Staff	\$0	
Admin	\$0	

[PROJECT PHASE DESCRIPTION HERE]

Prin Arch Sr.Proj Mgr Arch Staff Admin Subtotals

1.0	[TASK HEADING LABEL HERE]						
1.1	task description						0
1.2	task description						0
1.3	task description						0
1.4							0
1.5							0
Subtotal - hours:		0	0	0	0		0
Subtotal - cost:		\$0	\$0	\$0	\$0		\$0
TOTAL HOURS		0	0	0	0		0
TOTAL COSTS		\$0	\$0	\$0	\$0		\$0.00

ADD SECTIONS BELOW AS NEEDED

Invoice

BILLED TO:

[Name]
[Address]

	DATE	INVOICE #	PROJECT	
	mm/dd/yyyy	123456	Sample Project 2	
DESCRIPTION	Contract	Prev. Amt	Total %	Current Amt
Sample Time & Materials Project 2				
PART 2 [Design or Construction Invoice dates]				
Agreement # Sample123456				
Amendment #x				
RATES:				
Principal Architect- \$XXX/hr				
Project Manager- \$XXX/hr				
Architectural Staff- \$XXX/hr				
Total StemperAC Fee	XXXXXXXX	XXXXXXX	XX%	xxxxxx
Sub Engineer 1				
Mark Up	XXXXXX	XXXXXX	XX%	xx
	XXX	XXX	XX%	xx
Sub Engineer 2				
Mark Up	XXXXXX	XXXXXX	XX%	xxxxxx
	XXX	XXX	XX%	xx
Sub Engineer 3				
Mark Up	XXXXXXX	XXXXXXX	XX%	xx
	XXXX	XXX	XX%	xx
Reprographics	XXX		XXX	xx
Total Not to Exceed Contract Amount	XXXXXXXX		XX%	xxxxxx
			Total	\$XXXXXX

March 26, 2021

**Mr. Scott Deschenes
District General Manager
Des Moines Pool Metropolitan Park District
22015 Marine View Dr., #2B
Des Moines, WA 98198**

**RE: Mount Rainier Pool – Task Order 01
Preliminary Review and Assessment/Planning for DMPMPD Retreat Meeting**

Dear Scott:

Stemper Architecture Collaborative is pleased to provide you with a fee proposal for Preliminary Review and Assessment in preparation for the DMPMPD Retreat Meeting scheduled for end of April/early May as requested.

For this Task Order 01, the scope of work includes review of existing reports and record documents for Mount Rainier Pool, and assessment and preparation of findings for coordinating and discussing visions and goals with DMPMPD Board Members at the Retreat Meeting.

Total Basic Services for this request total at: \$8,880.00 . A detailed cost breakdown for the additional services follows this letter.

CONTRACT TYPE: shall be in accordance with the conditions and terms indicated in the Master Agreement for Professional Architectural Services. It is our understanding that this Task Order 01 shall be an Hourly Not-To-Exceed contract.

Exclusions: N/A

SCHEDULE:

Work shall commence immediately upon the approval and notice to proceed from the Des Moines Pool Metropolitan Park District Representative.

We sincerely appreciate your review and consideration of this proposal. Please do not hesitate to contact me should you have any questions or concerns, or require any additional information. Thank-you very much

Sincerely,



Melody Leung, President
Stemper Architecture Collaborative

Enclosures: StemperAC Fee Breakdown

MOUNT RAINIER POOL - PRELIMINARY REVIEW (TASK ORDER 01)

MARCH 26, 2021

	Consultant Fee	Stemper AC Fee	Markup (X.X)	Proposed Fee	Subtotals
ADDITIONAL SERVICES					
Architectural Services (from below)		\$8,880	1.0	\$8,880	\$8,880
Consulting Engineers					
None			1.1	\$0	\$0
TOTAL					\$8,880

SMSA Hourly Rates

Principal Architect	\$195
Senior Project Manager	\$180
Project Architect	\$145
Architectural Staff	\$120
Admin	\$100

PRELIMINARY PROJECT ASSESSEMENT

Prin Arch Sr.Proj Mgr Arch Staff Admin Subtotals

1.0 REPORT REVIEWS and Assessment					
1.1 Review of existing original reports and record drawings	4	8			12
1.2 Site Visit (as needed only for verification - for (1) visit)	4	4			8
1.3 Coordination/discussion with Client via virtual or conference calls	2	2			4
1.4 Assessment/Vision Planning preparation	4	16			20
1.5 Meeting with Clients (Retreat Meeting- virtual)	2	2			4
					0

Subtotal - hours:	16	32	0	0	48
Subtotal - cost:	\$3,120	\$5,760	\$0	\$0	\$8,880

TOTAL HOURS	16	32	0	0	48
TOTAL COSTS	\$3,120	\$5,760	\$0	\$0	\$8,880.00

Approved by:

Joe Dusenbury, Clerk of the Board
Des Moines Pool Metropolitan Park District

DocuSigned by:

Signature:

Date:

Joe Dusenbury
4/3/2021 9899F2474...

Des Moines Pool Metropolitan Park District

AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 8d **Assigned to:** District GM **Meeting Date:** April 20, 2021

Under: New Business **Attachment:** Yes _____ No X _____

Subject: May (Spring) Retreat

Background/Summary:

The District schedules quarterly retreats to strategically plan. The District discussed at earlier meetings, the need to develop consensus on the future of the Mount Rainier Pool and aquatics in the community.

Stemper Architects has been selected to help lead the District through this process and is preparing to have a presentation and discussion at a retreat in May.

Fiscal Impact: N/A

Proposed Motion: I move to hold the May retreat on _____.

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

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

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

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

Notes: No Attachments.

AGENDA ITEMS SUMMARY SHEET

- 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

Commissioner

Commissioner

Commissioner

Commissioner

District Clerk

Des Moines Pool Metropolitan Park District

AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 8f **Assigned to:** District GM **Meeting Date:** 4/20/2021

Under: Old Business **Attachment:** Yes

Subject: 555 Capital Asset Policy Update

Background/Summary:

At the March 2 Retreat, there was a determination made that 555 Capital Asset Policy needed to be updated to include a unanimous vote to include language that all commissioners must unanimously vote to surplus equipment.

With legal counsel's direction, district staff has added section 7 to 555 Capital Asset Policy (see attached).

March 16 Update: The board elected to push the item to the April 20 board meeting, so the board could read and edit the policy. The policy was emailed in two weekly reports and as a separate email with a deadline of April 13.

April 13 Update: Shane Young sent in comments, but we did not have any other edits or comments before sending out the packet.

Fiscal Impact: Not known at this time.

Proposed Motion: I move to replace 555 Capital Asset Policy.

Reviewed by Legal Counsel: Yes X No _____ **Date:** 3/5/21

Two Touch Rule:	<u>N/A</u>	Committee Review
	<u>3/2/21</u>	First Board Meeting (Informational)
	<u>4/20/21</u>	Second Board Meeting (Action)

Action Taken: Adopted _____ Rejected _____ Postponed _____

Follow-up Needed: Yes _____ No _____ **Reporting Back Date:** _____

Notes:

Attachments:

- 555 Capital Asset Policy (Updated April 14, 2021)

555 - Capital Asset Policy

1. PURPOSE

- 1.1. This policy is established to provide guidelines to ensure adequate stewardship over Des Moines Pool Metropolitan Park District (District) resources through control and accountability of capital assets, and to collect and maintain complete and accurate capital assets information required for preparation of financial statements in accordance with the WA State Auditor's Office (SAO) BARS guidance for cash basis reporting entities, also known as Other Comprehensive Basis of Accounting (OCBOA).

2. DEFINITIONS

- 2.1. **Fixed Assets.** Fixed assets are tangible, non-consumable items including, but not limited to: land, buildings, machinery, equipment, and vehicles owned by the District valued at \$5,000 or more with a life expectancy of over one year. The value of the fixed asset includes the purchase price plus sales tax, as well as costs to acquire (shipping and handling), install (excluding site preparation costs), secure, and prepare an item for its intended use. The original purchase of a software program is considered a fixed asset if it meets the \$5,000 threshold established above. Improvements to an existing asset that extends the life of the asset by more than one year added to the capitalized value of the asset accounted for in accordance with BARS guidance for cash basis entities is considered a fixed asset.

- 2.2. **Small & Attractive Assets.** Assets valued at less than \$5,000 that are defined as having a high risk for theft. These assets are not normally consumed within one year. These assets may include items in one or more of the following categories:

2.2.1. Portable and marketable, either alone or as a component unit.

2.2.2. Assets that can be utilized for personal gain.

2.2.3. Assets repeatedly reported as lost and/or stolen within the industry and society.

3. CAPITALIZATION THRESHOLD

- 3.1. All assets with a cost of \$5,000 or more shall be tracked, monitored and evaluated for condition. Although *Small & Attractive Assets* (assets costing less than \$5,000) do not meet the District's capitalization threshold, they are considered assets for purposes of marking and identification, recordkeeping, and tracking.

4. IMPROVEMENT/REPAIR/MAINTENANCE EXPENSES

- 4.1. Routine repair and maintenance costs should be expensed as they are incurred and will not be capitalized. Major repairs will be recorded in accordance with Cash Basis - BARS requirements as a capital expenditure, if they result in betterments/improvements to the District's capital assets. To the extent that a project replaces the "old" part of a capital asset, outlays will be recorded as a repair or maintenance expense; and to the extent that the project is betterment/improvement, outlays will be recorded using the Cash Basis BARS manual capital expenditure code.

5. EXPECTED USEFUL LIFE OF ASSETS

- 5.1. The District should use the IRS Publication 946 *Table of Class Lives and Recovery Periods* or as such publication is updated, modified, or amended, to determine the life of acquired assets.

6. TAGGING NEW ASSETS

- 6.1. All assets fitting descriptions of a fixed asset, small and attractive asset, and/or high-risk asset (other than infrastructure, vehicles, small tools, and computer components) should be recorded and identified with a tag as an asset reference number, serial, model, or other identifying number on the District Fixed Asset Log (Attachment A) maintained by the District General Manager or Board Designee and District Accountant. All assets that are surplus or traded-in should be removed from the fixed asset inventory and the tag listing. The disposition of the item is to be noted in the asset log.
- 6.2. Asset log shall be reviewed/updated annually for asset's condition, location and disposition
- 6.3. Asset should be labeled (tagged), identifying its owner as the District's and its asset reference number

7. DISPOSAL OF SURPLUS PROPERTY

Washington law does not address the disposal of surplus property by metropolitan park districts other than requiring unanimous consent of the Board of Commissioners to surplus property under RCW 35.61.132. The intergovernmental transfer of property is addressed in Chapter 39.33 RCW, entitled "Intergovernmental Disposition of Property", but this Chapter does not address the sale or other conveyance of surplus property to non-governmental entities. It is the purpose of this policy to establish procedures for the lawful disposal of District owned property that has been determined by staff to be of limited or no value to the District. It is also the purpose of this policy to allow for the flexible application of these guidelines for more efficient and cost effective dispositions of property where the strict application of the procedures would not be in the District's best interest.

In compliance with RCW 35.16.132, this policy and the procedures incorporated herein have been unanimously approved by the Board of Commissioners.

7.1 Definitions

- a. *Property*. All equipment, material, fixtures, supplies and real estate owned by the District.
- b. *Fair Market Value*. The value of the Property that would be obtained through an arm's length transaction using a Commercially Reasonable Means of sale, or the value established by a formal third party appraisal.
- c. *Commercially Reasonable Means*. Process or procedures designed to obtain the highest value for surplus property which may include but are not limited to: public bidding procedures, consignment sales, sales through want ads, internet sites or other form of public notice, auctions, garage sales, sales through brokers, or privately negotiated sales provided that there is independent documentation that the private sale is for Fair Market Value.

7.2 Declaring Property Surplus. The Board Commissioners, upon recommendation from staff shall determine which District Property serves no valid function for the present or future needs of the District. Such Property shall hereinafter be declared surplus to the needs of the District using the following procedures.

- a. The Board, by the adoption of this policy, delegates to the General Manager or designee the decision to surplus any Property of the District with a Fair Market Value of under \$500.00. The General Manager or designee shall provide an annual report to the Board identifying all such surplus property.
- b. For single items with a value in excess of \$500.00 the Board of Commissioners shall approve the decision to surplus such Property by Resolution.

7.3 Disposition of Property.

- a. *Transfer of Surplus Property to a Non-Governmental Entity*. If the sale or transfer of the surplus property is made to a non-governmental entity, the sale shall be made as follows:
- b. *Estimated Value less than cost of disposal*. When staff has determined that the cost of disposal exceeds the value of the Property, such determination should be documented in writing. The Property may then be disposed in any manner deemed suitable by staff.
- c. *Estimated Value exceeds cost of disposal*. Property shall be disposed of using Commercially Reasonable Means approved by the General Manager or Board of Commissioners.

7.4 Transfer of Surplus Property to a Governmental Entity. Pursuant to Chapter 39.33 RCW, surplus property may be sold, transferred, donated, exchanged, leased, or otherwise disposed of, to the State of Washington, any Washington State municipality, a political subdivision of Washington State, or a foreign governmental entity. Pursuant to RCW 39.33.010 and RCW 39.33.020, the transfer shall occur as follows:

- a. *Estimated Value is less than \$50,000.00*. Property shall be transferred for Fair Market Value on such terms and conditions as are mutually agreeable between the governmental entities.
- b. *Transfer of Property Having an Estimated Value Greater Than \$50,000.00*. Prior to conveying property having an estimated value of \$50,000 or more to a governmental entity, the District shall hold a public hearing to advise the public on the proposed terms of the transfer and thereafter solicit public input on the proposed transaction using the following procedures:
 - i. *Notice of Public Hearing*. Publish notice of the public hearing once in a newspaper of general circulation where the property is located at least 10 days but not greater than 25 days prior to the hearing.
 - ii. *Contents of Hearing Notice*. At a minimum, the hearing notice shall set forth the date, time, and place of the hearing. It shall also identify the property to be disposed of using a description easily understood by the public. Finally, if the property is real property, the

- notice shall also describe the proposed use thereof by the receiving governmental entity.
- iii. Press Release. A press release pertaining to the hearing shall be disseminated among printed and electronic media in the area where the property is located.
 - iv. Transfer Decision. At or after the conclusion of the public hearing, the District Commissioners shall determine whether to so transfer the property.

7.5 Documentation of Sales.

Sales of equipment, vehicles or other personal property in excess of a value of \$500.00 shall be transferred pursuant to a Bill of Sale substantially in the form attached as Exhibit A (equipment) or Exhibit B (Vehicles). The Bill of Sale requirement may be waived in specific situations with the approval of legal counsel. An inventory of all surplus Property disposed of pursuant to this policy shall be maintained in accordance with the state record retention requirements.

7.6 Annual Report

District staff shall present a surplus property report to the Board of Commissioners on an annual basis documenting the items that were declared surplus and the revenues generated by disposal of the surplus items.

8. LOST, STOLEN, OR MISSING PROPERTY

- 8.1. When suspected or known losses of capital assets or small and attractive items occur, staff should conduct a search for the missing property. If the missing property is not found:
 - 8.1.1. Notify the District General Manager or Board Designee.
 - 8.1.2. Have the person deemed to be primarily responsible for the asset, as well as that individual's supervisor, complete and sign a statement to include a description of events surrounding the disappearance of the property, who was notified of the loss, and steps taken to locate the property.
 - 8.1.3. The District General Manager or Board Designee should report known or suspected losses of capital assets to the State Auditor's office in accordance with RCW 43.09.185, and a copy of the report should be provided to the Board.

ATTACHMENT A

Des Moines Pool Metropolitan Park District Asset Management Log

[illegible]

ATTACHMENT B



Des Moines Pool Metropolitan Park District
22015 Marine View Drive South

AFFIDAVIT OF ASSET
DESTRUCTION/DISPOSITION STATE OF
WASHINGTON
King County

I, _____, being first duly sworn upon oath, state that I have
destroyed/disposed of _____, asset no. _____, in the proper manner detailed
below, and that said destruction/disposition was witnessed by _____.

Brief description of item:

Date of Destruction/Disposition: _____

Destruction/Disposition Method:

☐ Sale (See #1) (See #2)

☐ Sale:

Any additional pertinent information; if sold through a District sale process or action, provide the
following detail:

Disposal Business Name: _____

Date Sent: _____

Scheduled Sale Date: _____

Name of Contact: _____

Signed: _____

☐ Recycled:

Name of Recycle Service, if applicable: _____

☐ Thrown Away

Subscribed and sworn on this day of _____, _____.

Affiant Signature: _____

Print Name: _____

Witness Signature: _____

Print Name: _____

Des Moines Pool Metropolitan Park District

AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 8g **Assigned to:** District GM **Meeting Date:** 4/20/2021

Under: Old Business **Attachment:** Yes

Subject: Transition/Re-Opening Update

Background/Summary:

The report is to inform the board on the progress of the District with COVID-19 protocols and with the current change in management.

Fiscal Impact: Not known at this time.

Proposed Motion: No motion necessary. Informational only.

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

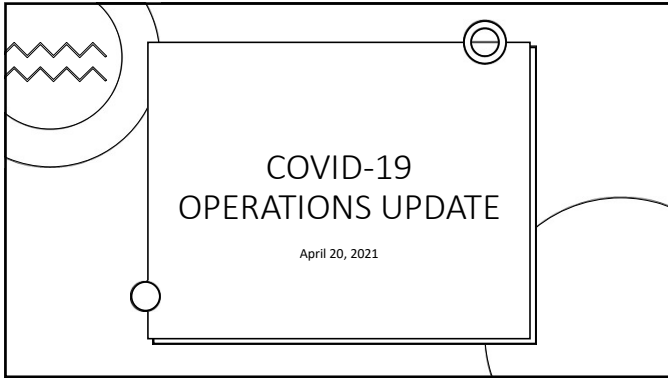
Two Touch Rule:	<u>N/A</u>	Committee Review
	<u>N/A</u>	First Board Meeting (Informational)
	<u>N/A</u>	Second Board Meeting (Action)

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

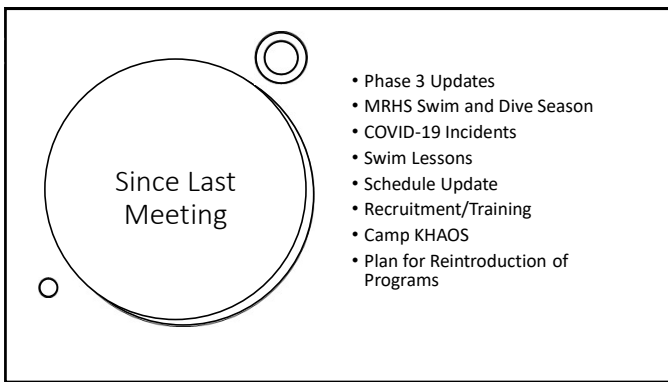
Follow-up Needed: **Yes** **No** **Reporting Back Date:**

Notes: Attachments:

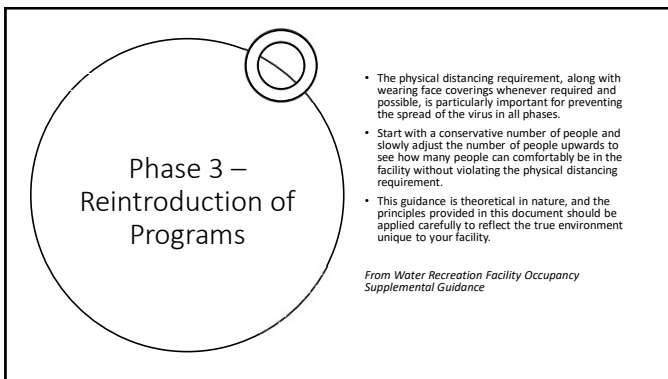
- Transition/Re-Opening Presentation



1



2



3

Phase 3 Changes and Challenges

Rules

There is no limit on the number of swimmers allowed in each lane for lap-swimming. However, physical distancing requirements must be followed except when swimmers briefly swim past each other.

For swim instructors, there is no limit on the time providing close-contact instruction (within 6 feet) with any student as long as a face shield with cloth attachment (described above) is used.

50% of the maximum occupancy during normal times if a maximum occupancy is provided by the local building department or fire department. (But must keep six feet of distance and other social distancing.)

Challenges

How do you enforce six feet of distance with lap swimmers needing to rest on sides of pool?

- Limit to two.

Teachers need to have three feet of distance, but since it is in a pool, it is, okay?

- Keep social distance swim lessons.

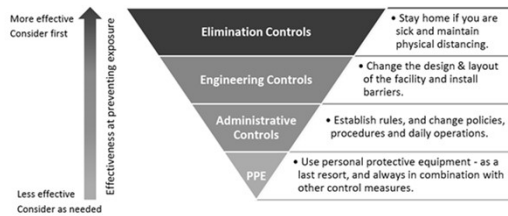
There is not enough surface space in water to allow for 46 swimmers to not rest.

- WCIA rep does not know of any members doing open swims.

4

Levels of Protection

Control measures throughout this document will be divided based on this model:



5




Swim and Dive Seasons

- Girls' season ended April 12
- Boys' season April 12 – May 13
- Virtual meets:
 - All meets home
 - 12 meets over two plus months
 - Used new timing system
- Overall: Condensed four seasons into two
 - Effectuated staffing
 - Push back weekday lessons until June

6

COVID-19 Incidents

- Two incidents over last couple of months
- Both saved from closure by safety procedures
 - 1st – Single lane usage & Social Distancing
 - 2nd – Not having other user groups in pool with swim teams
- Covid-19 is going to happen.
 - Set parameters so it is not spread



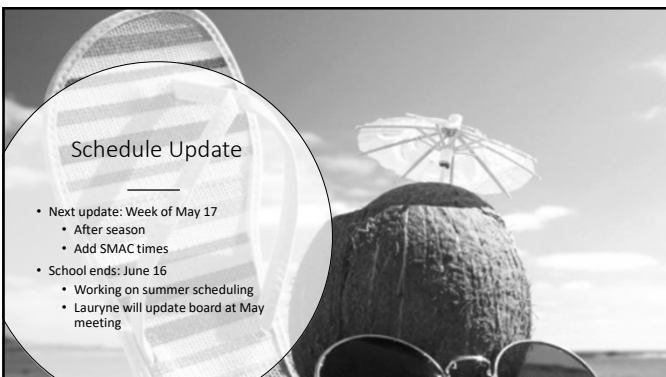
7



Swim Lessons

- Now on Saturdays
- No Tuesday and Thursday available
- Increased offerings from two to four
- Added private lessons
- Other lessons will be added in June after seasons and end of school

8



Schedule Update

- Next update: Week of May 17
 - After season
 - Add SMAC times
- School ends: June 16
 - Working on summer scheduling
 - Lauryne will update board at May meeting

9



Recruitment/Training

- New Lifeguard Trainings:
 - ARC/COVID-19 – Limit to 5
 - Staff have class April 16-18
- Lifeguard Review Class:
 - Completed last week
- Challenges:
 - Each class requires staff- 40+ hours outside of regular duties
 - Limited space due to COVID-19 at pool
 - Local kids that can pass tests

10



Camp KHAOS

- Camp KHAOS cancelled by city due to safety concerns
- Staff developing alternative community programming for open swim timeslot
- Increased openings for lessons during morning

11

Plan for Reintroduction of Programs

- Lauryne discuss at May meeting
- Difficult with timing to DOH guidelines
- Working to be close to full-strength by Fall
- Add back events and invite groups
- Make sure that good programming
- Hopefully no going back to Phase 2



12

Des Moines Pool Metropolitan Park District

AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 8h **Assigned to:** District GM **Meeting Date:** April 20, 2021

Under: Old Business **Attachment:** Yes X No _____

Subject: WCIA 2021 Waiver Process Changes

Background/Summary:

For 2021 the District selected waivers. The audit was performed on Monday, March 15. The following presentation and forms is the new processes for waivers for:

1. Daily users and Pass Holder Waivers
2. Adult and Youth Class Waivers

The presentation will include updates on the processes.

Fiscal Impact: N/A

Proposed Motion: No Motion Needed. Informational Only.

Reviewed by District Legal Counsel: Yes X No _____ **Date:** 03/31/21

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

Action Taken: Adopted _____ Rejected _____ Postponed _____

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

Notes: Attachment:

- WCIA Waiver Presentation
- Daily Sign-in Waiver (Daily, Membership, Passes, Spectators, Etc.)
- Adult Class (Water Exercise, Adult Swim Lessons) Roster Waiver
- Youth Class (Swim Lesson) Roster Waiver

March 16, 2021

Eric Kasnick
Scott Deschenes
Des Moines Pool Metropolitan Park District
PO Box 98711
Des Moines, WA 98198

RE: 2021 Annual Review & Audit

Dear Eric and Scott:

This letter is a follow-up to our virtual meeting on March 16th to perform the 2021 Audit and Annual Review, as required by the WCIA Membership COMPACT. We met to review the Districts waivers, then to discuss the elements of the annual review. I'd like to express my appreciation to both of you for setting aside a portion of the day to meet with me.

2020 TARGETED RISK MANAGEMENT REVIEW – POOL FACILITY TOUR – IN COMPLIANCE

There were no mandatory requirements for follow-up in 2021.

2021 TARGETED RISK MANAGEMENT REVIEW – WAIVER REVIEW - RESULTS

I appreciate the good discussion during our review of the District's waivers for the various pool participant functions. Although we discussed some possible changes/updates to a few of the waivers, there are no mandatory requirements for follow-up in 2022.

PROPERTY PROGRAM

DMPMPD is a member of the WCIA Property Program. Changes to your property schedule can be made in Origami through our website.

COMPACT TRAINING AND FULL BOARD REQUIREMENTS

DMPMPD is required to have a total of three WCIA approved trainings for the year, including one the Delegate must attend. Scott's attendance at the board meeting and training satisfies one training requirement and full board attendance. Since Eric is the Delegate, he needs to attend one of the two remaining required trainings to meet the Delegate Attentiveness requirement.

REIMBURSEMENT PROGRAM

As we discussed, our reimbursement program has changed for 2021. Each Member is allotted an amount equal to one percent of its 2021 liability assessment for reimbursements this year. DMPMPD may submit for \$146.00 in qualifying reimbursements.

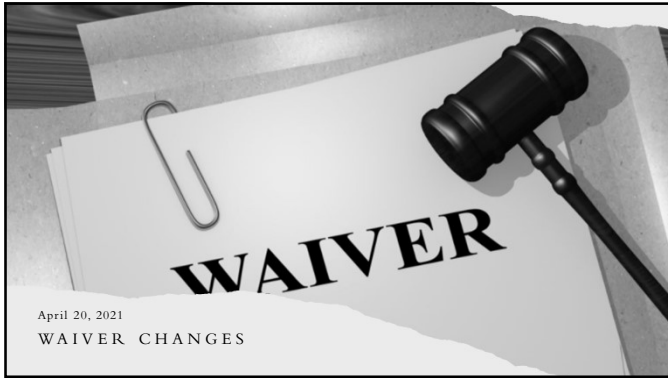
SUMMARY

This completes the summary of our recent virtual meeting. If there is any way that I can be of further service regarding the meeting or any other risk management concerns you may have, please let me know.

Sincerely,

Tanya

Tanya Crites, ARM-P
Sr. Risk Management Representative
206 687-7904 direct
206 575-6046 receptionist



1

PHASE 1 - DAILY SIGN-IN & CLASSES

- First Phase of Changes
 - Daily Sign-In
 - Youth Roster Waiver
 - Adult Roster Waiver
- Start – T.B.D.
- Added photography process
- Sex Offender Notebook (Coming this Summer)
- Update rentals and contracts at later time

2

TODAY'S DATE: _____

In consideration of my use of, and participation in activities at, the Mt. Rainier Pool, the undersigned, is fully aware of the fact that there are certain dangers and risks inherent in this activity, including, but not limited to, the risk of serious physical injury, death or other harmful consequences that may arise or result directly or indirectly from the use of the pool and its equipment, including the risk of exposure to COVID19. The undersigned hereby voluntarily elects to assume all risks that may be associated with such activity and release and hold harmless the Des Moines Metropolitan Park District and its officials, agents, officers, employees and volunteers of and from any and all liability, claims, demands, actions, and causes of action arising out of or related to any injury I may sustain or to any loss or damage to any of my property while using, or participating in activities at, the Rainier Pool.

• This release shall be binding upon the heirs and personal representative of the undersigned.

• I further agree that I will abide by the rules and procedures for the use of the Mt. Rainier Pool.

• (Initial Below) I grant to the Des Moines Metropolitan Park District its representatives and or the right to use photographs that include images of myself (or family) taken in the pool area or on deck for the District's Facebook page and other promotional materials and purposes include limited to publicity, illustration, advertising, and Web content without compensation and in part.

• I authorize any necessary emergency medical treatment that might be required for me in the physical injury and/or accident to me while participating in this activity.

I HAVE READ AND UNDERSTAND THE ABOVE WAIVER AND RELEASE AND SIGN IT VOLUNTARILY WITHOUT INDUCEMENTS.

	NAME (PRINT CLEARLY)	*OPT OUT OF PHOTOGRAPHY	SIGNATURE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

DAILY SIGN-IN

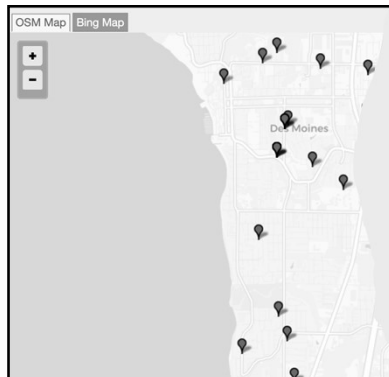
- For members, punch cards, daily users, spectators & all others
- CHECK ALL IDS!
- Added COVID-19 Exposure
No longer need extra forms
- Posting rules next to sign-in
- Added photo waiver to be part of sign-in
 - Legal updated to be Opt-In

3

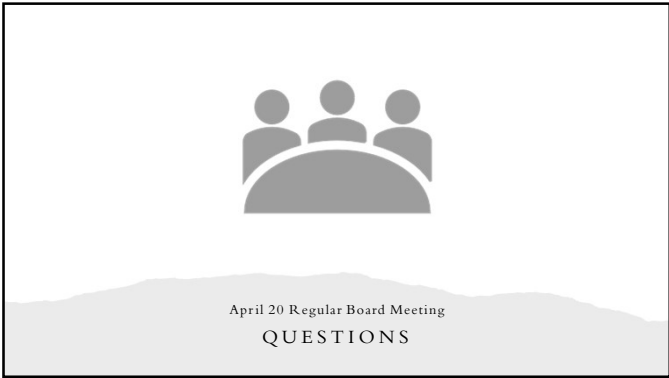
- Parent will sign up children most of time and need to sign off on roster waiver
- Photography area has waiver, but staff needs to be delicate with process (discussed later)

[illegible]

- Photography
- Process at desk for those who wish not to have their photos taken on Event Days
 - Wrist bands – no pictures
- Signage at facility on days we are taking photographs
- Clearly badged employees



- Notebook of sex offenders
Live in T.B.D. mile area
- Staff responsible for:
Updating from King County
Sheriff's Office
Checking Sign-In Forms
- Develop process for people that
are sex offenders



10

**STAFF IS REQUIRED TO VERIFY ALL ENTRANTS
ALL ENTRANTS MUST PROVIDE IDENTIFICATION.**

TODAY'S DATE: _____

In consideration of my use of, and participation in activities at, the Mt. Rainier Pool, the undersigned, is fully aware of the fact that there are certain dangers and risks inherent in this activity, including, but not limited to, the risk of serious physical injury, death or other harmful consequences that may arise or result directly or indirectly from the use of the pool and its equipment, including the risk of exposure to COVID19. The undersigned hereby voluntarily elects to assume all risks that may be associated with such activity and release and hold harmless the Des Moines Metropolitan Park District and its officials, agents, officers, employees and volunteers of and from any and all liability, claims, demands, actions, and causes of action arising out of or related to any injury that I may sustain or to any loss or damage to any of my property while using, or participating in activities at, the Mt. Rainier Pool.

- This release shall be binding upon the heirs and personal representative of the undersigned.
- I further agree that I will abide by the rules and procedures for the use of the Mt. Rainier Pool.
- (Initial Below) I grant to the Des Moines Pool Metropolitan Park District its representatives and employees the right to use photographs that include images of myself (or family) taken in the pool area or on the pool deck for the District's Facebook page and other promotional materials and purposes including but not limited to publicity, illustration, advertising, and Web content without compensation and in perpetuity.
- I authorize any necessary emergency medical treatment that might be required for me in the event of physical injury and/or accident to me while participating in this activity.

I HAVE READ AND UNDERSTAND THE ABOVE WAIVER AND RELEASE AND SIGN IT VOLUNTARILY WITHOUT INDUCEMENTS.

	NAME (PRINT CLEARLY)	*OPT OUT OF PHOTOGRAPHY	SIGNATURE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			

STAFF – PLEASE START NEW FORM EACH DAY. PLACE COMPLETED FORMS IN BOOKKEEPER'S MAILBOX.

CLASS: _____ MONTH: _____

In consideration of my use of, and participation in activities at, the Mt. Rainier Pool, the undersigned, is fully aware of the fact that there are certain dangers and risks inherent in this activity, including, but not limited to, the risk of serious physical injury, death or other harmful consequences that may arise or result directly or indirectly from the use of the pool and its equipment, including the risk of exposure to COVID19. The undersigned hereby voluntarily elects to assume all risks that may be associated with such activity and release and hold harmless the Des Moines Metropolitan Park District and its officials, agents, officers, employees and volunteers of and from any and all liability, claims, demands, actions, and causes of action arising out of or related to any injury that I may sustain or to any loss or damage to any of my property while using, or participating in activities at, the Mt. Rainier Pool.

- This release shall be binding upon the heirs and personal representative of the undersigned.
- I further agree that I will abide by the rules and procedures for the use of the Mt. Rainier Pool.
- (Initial Below) I grant to the Des Moines Pool Metropolitan Park District its representatives and employees the right to use photographs that include images of myself (or family) taken in the pool area or on the pool deck for the District's Facebook page and other promotional materials and purposes including but not limited to publicity, illustration, advertising, and Web content without compensation and in perpetuity.
- I authorize any necessary emergency medical treatment that might be required for me in the event of physical injury and/or accident to me while participating in this activity.

I HAVE READ AND UNDERSTAND THE ABOVE WAIVER AND RELEASE AND SIGN IT VOLUNTARILY WITHOUT INDUCEMENTS.

	NAME (PRINT CLEARLY)	OPT IN FOR PHOTOGRAPHY (INITIAL)	SIGNATURE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			

STAFF – PLEASE START NEW FORM EACH DAY. PLACE COMPLETED FORMS IN BOOKKEEPER'S MAILBOX.

CLASS: _____ INSTRUCTOR: _____

MONTH: _____ DAY: _____ TIME: _____

In consideration of my child's use of, and participation in activities at, the Mt. Rainier Pool, the undersigned, parents or guardians of such child, voluntarily consent to my child's use of, and participation in activities at, the Mt. Rainier Pool. The undersigned are fully aware of the fact that there are certain dangers and risks inherent in this activity, including, but not limited to, the risk of serious physical injury, death or other harmful consequences that may arise or result directly or indirectly from the use of the pool and its equipment.

The undersigned hereby voluntarily elect to permit our child to use the pool and equipment, assume all risks that may be associated with such activity and release and hold harmless the Des Moines Metropolitan Park District and their officials, agents, officers and employees of and from any and all liability, claims, demands, actions, and causes of action arising out of or related to any injury, including death, that may be sustained by our child or to any loss or damage to any property of our child while using, or participating in activities at, the Mt. Rainier Pool.

This release shall be binding upon the heirs and personal representative of the undersigned.

I further agree that my child will abide by the rules and procedures for the use of the Mt. Rainier Pool.

(Initial Below*) I grant to the Des Moines Pool Metropolitan Park District its representatives and employees the right to use photographs that include images of my child taken in the pool area or on the pool deck for the District's Facebook page and other promotional materials and purposes including but not limited to publicity, illustration, advertising, and Web content without compensation and in perpetuity.

If any provision or portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

I represent that I am the parent and/or legal guardian of such child; I agree to indemnify the released parties for any and all claims whatsoever brought by the child; and I agree to indemnify the released parties for any and all claims whatsoever brought by a third party arising out of the child's conduct.

I HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I MAY GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY WITHOUT INDUCEMENTS.

I HAVE READ AND UNDERSTAND THE ABOVE WAIVER AND RELEASE

	CHILD NAME	PARENT NAME	*OPT IN FOR PHOTOGRAPHY (INITIAL)	SIGNATURE
1.				
2.				
3.				
4.				
5.				

Des Moines Pool Metropolitan Park District

AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 9a **Assigned to:** Public Outreach/DGM **Meeting Date:** 4/20/2021

Under: New Business **Attachment:** Yes

Subject: Public Outreach Committee: SWOT on Public Outreach

Background/Summary:

The attached presentation is a SWOT performed by the Public Outreach Committee on Friday, April 2. The committee also met on April 16 to take this SWOT and develop goals for the committee/district regarding public outreach. That meeting occurred after the packet was sent out on April 15.

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

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

Follow-up Needed: **Yes** **No** **Reporting Back Date:**

Notes: Attachments:

- SWOT Analysis for Public Outreach Presentation

SWOT ANALYSIS

Board Packet Copy – April 20, 2021
Public Outreach Meeting
Friday, April 2, 2021

1

SWOT

Strengths

Weaknesses

Opportunities

Threats

2

Strengths (1)

- Marketing to older, white demographics.
- Location: Readily accessible to many.
- Campus has three levels of schools.
- Operationally we follow best practices.
- Still have a sense of historical perspective. (What do you sell people on? Opportunity?)
 - Excel at school. (no benchwarmers)

3

Weaknesses (1)

- Focus more on what our audience is.
- Better define what our audience is.
- Who do we define who are customers are vs. who we are targeting?
- Having lifeguard availability to offer programming to schools during the days.
- Remove old closed posts (and from website).

4

Weaknesses (2)

- Lack of full-time adult guards.
- Communication in Spanish. (Mktg Materials, Website, Forms)
- Website needs to be updated and more responsive

5

Opportunities (1)

- Collaborate wit HSD:
 - to focus on using convenience of location.
- Collaborate with local parks and recreation departments.
 - Camp KHAOS.
- Working with regional aquatics community to develop a south end facility.
- Maritime HS (Olympic View Site) to ensure their students know how to swim. – *SD Note- class.*
- *Russell Wilson and Ciara Academy – get into curriculum and totally online program.*
- *Kent school district – hybrid school*

6

Opportunities (2)

- Reach out to adult populations to teach them to swim, which will make them more likely to sign their children up for swim lessons.
- Preschool and COVID-19: approach MRHS program.
- Recruiting staff that speak other languages and more races of people.
- Offer free swim lessons. (Kaiser Permanente and Red Cross)
- Utilization of scholarships (do more with).

7

Opportunities (3)

- Opportunity to change our message, less on safety on opportunity.
- "Recreational" swim team for community (free).
- Swimming on display with Olympics (huge impact of public perception). – Work on messaging!
- PTSA's – develop better working relationship with influencers.
 - Give free swim night.
- Developing positions to learn to swim.

8

Threats (1)

- Age of pool: pool that works and is reliable.
- Private clubs are opening more to (outdoor) public swim lessons.
- Don't adjust demographic trends we will be in trouble.
- Loss of sense of pride of voters in the District.
- Water temperature (or perception of).

9

Des Moines Pool Metropolitan Park District

AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 9b **Assigned to:** District GM **Meeting Date:** 4/20/2021

Under: New Business **Attachment:** Yes

Subject: 2020 Annual Financial Report

Background/Summary:

The District is required to report its annual financial report 150 days after the end of the year. The report is a two-part process with the first part being a report filed online with the State Auditor's Office and the second part being a physical report for members of the public to review.

Attached is the second part which will be posted to the website after the report is approved at the May 18 regular board meeting.

Please have any changes to the District GM, no later than Wednesday, May 5 at noon. An editable copy of the report will be sent out.

The Finance Committee will meet to review changes and have them edited to be included in the May 18 regular board packet that will be sent out and posted on Thursday, May 13.

Fiscal Impact: Not known at this time.

Proposed Motion: No motion necessary. First-touch.

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

Two Touch Rule:	<u>N/A</u>	Committee Review
	<u>April 20, 2021</u>	First Board Meeting (Informational)
	<u>May 18, 2021</u>	Second Board Meeting (Action)

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

Follow-up Needed: **Yes** **X** **No** **Reporting Back Date:** 5/5/21

Notes: Attachments:

- District GM will send this on the day of the meeting.

Des Moines Pool Metropolitan Park District

AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 9c **Assigned to:** District GM **Meeting Date:** 4/20/2021

Under: New Business **Attachment:** No

Subject: Discussion: First Quarter Aquatics Manager Report Format

Background/Summary:

The District promoted a new aquatics manager report. The District GM would like to discuss any changes or recommendations for the report and other future reports.

Also, staff has discussed having a process education discussion at each quarterly meeting to better inform board members of the issues that affect hot-button issues: scheduling, staffing, etc. Our goal is to help the board better understand the factors that affect decisions made.

Fiscal Impact: Not known at this time.

Proposed Motion: No motion necessary. Discussion only.

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

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

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

Follow-up Needed: **Yes** **No** **Reporting Back Date:**

Notes: See 2/16/21 minutes agenda item 8b for 2020 4th Qtr Report

<https://mtrainierpool.com/wp-content/uploads/20210216-Regular-Meeting-Packet-1.pdf>

Des Moines Pool Metropolitan Park District

AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 9d **Assigned to:** District GM **Meeting Date:** 4/20/2021

Under: New Business **Attachment:** Yes

Subject: Assistant Aquatics Coordinator position

Background/Summary:

This discussion is about growing capacity for staffing and flexibility for future situations.

Fiscal Impact: Use of budgeted monies. 2021 Budget: Up to \$47,500 +16% benefits.

Proposed Motion: No motion necessary. Discussion only.

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

Two Touch Rule:	<u>N/A</u>	Committee Review
	<u>Various</u>	First Board Meeting (Informational)
	<u>T.B.D.</u>	Second Board Meeting (Action)

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

Follow-up Needed: Yes No **Reporting Back Date:**

Notes: Attachments:

- Assistant Aquatics Coordinator Job Description

Job Description

Des Moines Pool Metropolitan Park District
22015 Marine View Drive S
Des Moines WA 98198

Job Title: Assistant Aquatics Coordinator

Reports to: Aquatics Manager and Aquatics Coordinator

Classification: Non-exempt, full-time, 6-month probationary

Compensation: Starting at \$22.14 per hour plus 16% for benefits

Deadline: Position open until filled.

Job Location:

This position works at the Mount Rainier Pool in Des Moines, Washington. The pool is governed by the Des Moines Pool Metropolitan Park District.

Position Summary:

Assistant Aquatics Coordinator's key responsibilities will be to

- Participate with the recruitment, interviewing, hiring, training, certification and performance of aquatic staff including supervising the day-to-day activities of the staff.
- Help ensure that all appropriate water, environmental, health and safety standards are maintained and that the pool is current on all necessary certifications required for operation including water chemistry, climate control, cleanliness and related maintenance.
- Assist the Aquatics Manager and Coordinator in developing aquatic programming and scheduling staff and program events.
- Will be the weekend afternoon and weekday morning on-site supervisor. Estimated schedule will be Saturday through Wednesday.
- Monitor the daily operation of the aquatic center, including the administration of programs, coordination of Aquatics staff, and general customer service.
- Promote water safety education, health and fitness, and recreation through aquatic activities.
- Supervise and provide support to Aquatics staff, including orientations, trainings, procedure development and revision, evaluations, scheduling, and job performance support.
- Assure proper training and certification of staff per applicable regulations and per District policy.
- Oversee and train aquatic facility staff; develop and conduct training on emergency procedures, lifeguarding, instruction, customer service, cleaning, and other staff tasks.
- Assist with scheduling of programs and use of the aquatic facility.

- Provide customer service oversight. Respond to escalated questions and concerns.
- Oversee Civic Rec operation, including POS systems, registration, customer account management, memberships, and activity management. Develop, implement, and revise as needed procedures for utilizing CivicRec.
- Assist with the planning, developing, and implementing of internal operating policies for the District.
- Monitor revenue collection procedures.

Staffing & Training:

- Lead water safety and lifeguard instruction.
- Support in-service training sessions for staff and ensure compliance with District standards by staff.

Financial:

- Provide back up to the Aquatics Manager for cash processes, daily bank deposits and fiduciary functions at the pool facility.
- Support the accurate and timely submittal of staff time management and payroll process.
- Utilize the District's standard procurement and invoicing processes.

Administration:

- Oversee processes and maintain records of operational facility usage, monitor and maintain inventories of pool equipment and supplies.
- Familiar with WAC 246-260 (related to water recreation) and RCW 35.61 (metropolitan park districts) and RCW 70.90 (water recreation).

Minimum Qualifications:

Education and Experience

- A minimum of two years' experience in aquatics.
- A Bachelor's degree or combination of education, skills and experiences that demonstrate competency in fulfilling the job requirements

Certifications

- Current Aquatic Facility Operator (AFO) or Certified Pool Operator (CPO) or can be certified within six months of hire date
- Current lifeguard and lifeguard instructor certification from American Red Cross (or equivalent)
- Current Water Safety certificate
- Current CPR for the Professional Rescuer, AED and First Aid certificates
- Current Water Safety Instructor certificate

Knowledge

- Experience in developing, scheduling and coordinating high-quality aquatic programming

- Desired: General knowledge of swimming pool systems and operation, such as filtration systems, chemical controllers and feeders, HVAC, safety systems, pumps and electric motors or a willingness to learn

Skills

- Ability to model organization team work to exceptional performance levels, exhibit positive work ethic and to integrate efforts of the entire organization
- Working under direction of the Aquatics Manager, identify problems, collect data and analyze situations, identify options, make recommendations, implement action plans, monitor progress, measure success and continue improvement
- Beginner level proficiency with Microsoft Word and Excel
- Proficiency with CivicRec or similar registration management system a plus.
- Strong written and verbal communication skills.

Attributes

- Works well with people, treating everyone with respect and building trust
- Takes appropriate initiative
- Timely follow through on commitments
- Delivers high quality work performance
- Projects and maintains a positive image always
- Works well as a team member/leader in all interactions
- Provides consistent high-quality service
- Always puts safety first
- Able to set and achieve goals with a strategy of continuous improvement
- Maintains focus and achieves results relying on facts and data to support recommendations

Other Considerations

- Must be able to maintain flexible work hours spread over days and times of pool operation especially evening and weekend hours.
- Must possess a Washington state driver's license and a driving record free of moving violations for the past three years
- Must be able to pass a WSP & FBI background check
- Must be able to work a part-time flexible schedule where shifts may be assigned opening, closing, or weekends, depending on the need of the facility. Work requires a normal range of vision and hearing, and the ability to lift in excess of 50 lbs, bend, and stoop. Working with chemicals on a regular basis, including high rate sand filters and chlorine and understand the proper handling of said chemicals.

How to Apply

To be considered for hire we require an **Employment Application, (resume)** and cover letter.

Please email to Lauryne Thurmond, Aquatics Manager, by emailing to

Lauryne.thurmond@desmoinespool.org or to the address below.

Lauryne Thurmond, Aquatics Manager

22722 19th Avenue South, Des Moines, WA 98198

(206) 824-4722