

# Mt. Rainier Pool (Des Moines)

**Date Opened** 1968

## **History & Background**

Mount Rainier Pool is a Forward Thrust pool that was transferred to the cities of Des Moines, Normandy Park, Sea-Tac and the Highline School District in 2004 when King County chose no longer to fund it. In 2009 the pool was transferred to the newly created Des Moines Metropolitan Parks District (MPD) with land being leased from the Highline School District. The Des Moines MPD consists of five elected commissioners; the Commissioners have recently hired an executive director to assist in the management of the MPD and pool operator. The pool is currently operated by Aquatic Management Group (AMG), a private, third party operator, with a subsidy from Des Moines MPD.

The pool offers community-oriented programming including swim lessons, water exercise, lap and open swims. Rentals include time for both high school and private swim teams.



## **Pool Statistics**

The pool is located at 22722 19th Ave. S. Des Moines, WA 98198, adjacent to Mt. Rainier High School. It has six, 25 yard lanes and a shallow area for lessons, separated by a bulkhead. The temperature is maintained at 84°F.



## State &amp; County QuickFacts

## Des Moines (city), Washington

| People QuickFacts   | Des Moines Washington |             |
|---|-----------------------|-------------|
| Population, 2011 estimate   | 30,258                | 6,890,038   |
| Population, 2010 (April 1) estimates base                               | 29,673                | 6,724,540   |
| Population, percent change, April 1, 2010 to July 1, 2011               | 2.0%                  | 1.6%        |
| Population, 2010  | 29,673                | 6,724,540   |
| Persons under 5 years, percent, 2010                                    | 6.5%                  | 6.5%        |
| Persons under 18 years, percent, 2010                                   | 22.2%                 | 23.5%       |
| Persons 65 years and over, percent, 2010                                | 14.6%                 | 12.3%       |
| Female persons, percent, 2010   | 51.3%                 | 50.2%       |
| <hr/>   |                       |             |
| White persons, percent, 2010 (a)  | 63.5%                 | 77.3%       |
| Black persons, percent, 2010 (a)  | 9.1%                  | 3.6%        |
| American Indian and Alaska Native persons, percent, 2010 (a)            | 1.1%                  | 1.5%        |
| Asian persons, percent, 2010 (a)  | 10.7%                 | 7.2%        |
| Native Hawaiian and Other Pacific Islander, percent, 2010 (a)           | 2.4%                  | 0.6%        |
| Persons reporting two or more races, percent, 2010                      | 5.4%                  | 4.7%        |
| Persons of Hispanic or Latino origin, percent, 2010 (b)                 | 15.2%                 | 11.2%       |
| White persons not Hispanic, percent, 2010                               | 58.0%                 | 72.5%       |
| <hr/>   |                       |             |
| Living in same house 1 year & over, percent, 2007-2011                  | 82.6%                 | 82.3%       |
| Foreign born persons, percent, 2007-2011                                | 19.9%                 | 12.6%       |
| Language other than English spoken at home, percent age 5+, 2007-2011   | 26.2%                 | 17.8%       |
| High school graduate or higher, percent of persons age 25+, 2007-2011   | 87.0%                 | 89.8%       |
| Bachelor's degree or higher, percent of persons age 25+, 2007-2011      | 21.4%                 | 31.4%       |
| Veterans, 2007-2011   | 2,912                 | 601,507     |
| Mean travel time to work (minutes), workers age 16+, 2007-2011          | 26.2                  | 25.5        |
| <hr/>   |                       |             |
| Homeownership rate, 2007-2011   | 65.1%                 | 64.4%       |
| Housing units in multi-unit structures, percent, 2007-2011              | 34.3%                 | 25.7%       |
| Median value of owner-occupied housing units, 2007-2011                 | \$295,800             | \$283,200   |
| Households, 2007-2011   | 11,470                | 2,602,568   |
| Persons per household, 2007-2011  | 2.51                  | 2.50        |
| Per capita money income in the past 12 months (2011 dollars), 2007-2011 | \$30,364              | \$30,481    |
| Median household income, 2007-2011                                      | \$60,762              | \$58,890    |
| Persons below poverty level, percent, 2007-2011                         | 12.8%                 | 12.5%       |
| <hr/>   |                       |             |
| Business QuickFacts   | Des Moines Washington |             |
| Total number of firms, 2007   | 2,318                 | 551,340     |
| Black-owned firms, percent, 2007  | 4.6%                  | S           |
| American Indian- and Alaska Native-owned firms, percent, 2007           | F                     | 1.2%        |
| Asian-owned firms, percent, 2007  | S                     | 6.8%        |
| Native Hawaiian and Other Pacific Islander-owned firms, percent, 2007   | F                     | 0.2%        |
| Hispanic-owned firms, percent, 2007                                     | S                     | 3.2%        |
| Women-owned firms, percent, 2007  | S                     | 28.7%       |
| <hr/>   |                       |             |
| Manufacturers shipments, 2007 (\$1000)                                  | NA                    | 112,053,283 |
| Merchant wholesaler sales, 2007 (\$1000)                                | 113,029               | 76,790,966  |
| Retail sales, 2007 (\$1000)   | 177,519               | 92,968,519  |
| Retail sales per capita, 2007   | \$R 11R               | \$14.3A0    |

Accommodation and food services sales, 2007 (\$1000) 38,752 12,389,422

| <b>Geography QuickFacts</b>     | <b>Des Moines Washington</b> |           |
|---------------------------------|------------------------------|-----------|
| Land area in square miles, 2010 | 6.50                         | 66,455.52 |
| Persons per square mile, 2010   | 4,564.4                      | 101.2     |
| FIPS Code                       | 17635                        | 53        |
| Counties                        |                              |           |

(a) Includes persons reporting only one race.

(b) Hispanics may be of any race, so also are included in applicable race categories.

D: Suppressed to avoid disclosure of confidential information

F: Fewer than 100 firms

FN: Footnote on this item for this area in place of data

NA: Not available

S: Suppressed; does not meet publication standards

X: Not applicable

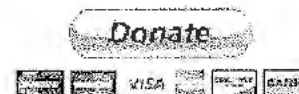
Z: Value greater than zero but less than half unit of measure shown

Source U.S. Census Bureau: State and County QuickFacts. Data derived from Population Estimates, American Community Survey, Census of Population and Housing, County Business Patterns, Economic Census, Survey of Business Owners, Building Permits, Consolidated Federal Funds Report, Census of Governments  
Last Revised: Thursday, 06-Dec-2012 16:53:08 EST

Support Swimmers Guide



**Swimmers Guide**  
Detail Swimming Pool Information  
**Mount Rainier Pool**  
Des Moines, Washington, UNITED STATES



Help keep this site online!

Return to [START A SEARCH](#). To return to the list that brought you to this page, use the "Back" control of your browser.

For a list of other cities and towns with listings in [King County](#).

**Note:** This is a directory listing that contains everything **Swimmers Guide** knows about the facility; if you need more information about it, contact information appears in the The Basics section below. **Swimmers Guide is not connected with the facility in any way.** Before going to any facility listed in Swimmers Guide, we recommend that you **CALL FIRST**. If you find the information is incorrect in any way, PLEASE click [HERE](#) to tell the **Swimmers Guide** editors.

**The Basics:** [Mount Rainier Pool](#)

**Official Web site:** <http://mountrainierpool.com/>

If the link to the facility's Web site didn't work, please let us know by clicking [HERE](#). (Opens an email message window.)

**Address:** 22722 19th Avenue South , Des Moines , WA , UNITED STATES (Postal Code: 98198)

**Telephone:** (206) 824-4722.

If the area/city code or telephone number above is incorrect, would you kindly send us a correction? Click [HERE](#).

**Admission:**

**Visitors (adult):** \$4.50, SC \$3.25. [November, 2012]

If the adult, single-visit admission price to swim here has changed and you know the new price, please click [HERE](#) and tell us.

**Facilities:**

(Full-size, year-round)

**Pool:** 25y x 43f, 6 lanes, indoors, 84°F (29°C).

**What's On:**

**Youth swim team:** [The King Aquatic Club](#).


**Bad link report:** If a link in the "What's On" section didn't work, please tell us by clicking [HERE](#).

**Locator:**

**County or region:** King County.

**Latitude, Longitude:** 47.39783, -122.30829.

**For a map:**

See the location on the  map site. This map link should go directly to a map centered on the location of the pool. If it no longer does, please click [HERE](#) and tell us about it.  
**iPhone/iPod/iPad Users:** Due to differences in

how the Google Maps program is implemented on PCs v. Apple hand-held devices, this map link may not work properly on iPads, iPods, iPhones, or other Apple hand-held products.

**More:**

**Reviews:** Have you swum here? Would you recommend this facility to other swimmers? Tell us what you think about it and we'll include your observations in this section of the listing. To send a review, just click HERE.

(All reviews are subject to editing for length, appropriateness, balance, and suitability. Reviewers' identities will not be disclosed in reviews - or anywhere else.)

**Other useful sites:** Art Hutchinson's Lap Swimming Etiquette 101.

Sensitive to chlorine byproducts in pool water? See the Healthier Swimming Directory of Safer, non- or low-chlorine pools.

If a link in the "More" section didn't work, please tell us by clicking HERE.

If you know this facility and would like to send us a correction, an update or more information about it, please click HERE to tell us.

We'll appreciate your help - and so will everyone else who views this listing.

Return to the top of this page.

The URL for this web site is **<http://www.SwimmersGuide.com>**

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Send your comments and suggestions to Bill Haverland or Tom Saunders at [info@SwimmersGuide.com](mailto:info@SwimmersGuide.com).

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Contact Us: 206-824-4722



# Mt. Rainier Pool

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## Mt. Rainier Pool

Winter/Spring 2012-2013 (begins Sept 3)

|               | Sunday               | Monday   | Tuesday  | Wednesday  | Thursday   | Friday   | Saturday   |
|---------------|----------------------|--|--|--|--|--|--|
| 5:30-7:30 am  | Available for Rental | Lap Swim<br>5:30-7:30am                            |  | Lap Swim<br>5:30-7:30am                            |  | Lap Swim<br>5:30-7:30am                            | High School Swim Teams/<br>King Aquatics                         |
| 7:30-8:30 am  |                      | Pool Maintenance                                   | Pool Maintenance                                   | Pool Maintenance                                   | Pool Maintenance                                   | Pool Maintenance                                   |  |
| 8:30-9:30 am  |                      | Lap Swim/<br>Shallow Water Ex<br>8:30 am - 9:30 am | Lap Swim/<br>Shallow Water Ex<br>8:30 am - 9:30 am | Lap Swim/<br>Shallow Water Ex<br>8:30 am - 9:30 am | Lap Swim/<br>Shallow Water Ex<br>8:30 am - 9:30 am | Lap Swim/<br>Shallow Water Ex<br>8:30 am - 9:30 am |  |
| 11:00-1:00 pm |                      | Lap Swim &<br>Family Swim<br>11:00-1:00pm          | Lap Swim &<br>Family Swim<br>11:00-1:00pm          | Lap Swim &<br>Family Swim<br>11:00-1:00pm          | Lap Swim &<br>Family Swim<br>11:00-1:00pm          | Lap Swim &<br>Family Swim<br>11:00-1:00pm          |  |
| 1:00-2:30 pm  |                      | Swim Lessons<br>1:00-2:30 pm                       | Swim Lessons<br>1:00-2:30 pm                       | Swim Lessons<br>1:00-2:30 pm                       | Swim Lessons<br>1:00-2:30 pm                       | Swim Lessons<br>1:00-2:30 pm                       | Lap Swim<br>1:30-1pm<br><br>Public Swim<br>1pm-2pm               |
| 2:30-5:30 pm  |                      | High School/King<br>Swim Teams                     | High School/King<br>Swim Teams                     | High School/King<br>Swim Teams                     | High School/King<br>Swim Teams                     | High School/King<br>Swim Teams                     |  |
| 5:30-7:00 pm  |                      | Swim Lessons &<br>King Aquatics                    | Swim Lessons &<br>King Aquatics                    | Swim Lessons &<br>King Aquatics                    | Swim Lessons &<br>King Aquatics                    | Family Swim<br>5pm-7pm                             | \$1.00 Public Swim<br>(1st Saturday of<br>every month)<br>2-5 PM |
| 7:00-8:00 pm  |                      | Public Swim<br>7pm-8pm                             | Water Exercise<br>7pm-8pm                          | Public Swim<br>7pm-8pm                             | Water Exercise<br>7pm-8pm                          | Public Swim<br>7pm-8pm                             | Available for Rental<br>2 (3) - 10 PM                            |
| 8:00-9:00 pm  |                      | Lap/ Water Ex.<br>8pm-9pm                          |  | Lap/ Water Ex.<br>8pm-9pm                          |  | Lap Swim<br>8pm-9pm                                |  |

| Prices              |                           |  |           |              |
|---------------------|---------------------------|--|-----------|--------------|
| Public Swim         | \$3.75                    | Swim Passes  | One Year  | Three Months |
| Lap Swim            | \$4.50/ Adults            | Adult Swim Pass  | \$ 430.00 | \$ 125.00    |
| Lap Swim            | \$3.25 Seniors            | Disabled Swim Pass   | \$ 275.00 | \$ 90.00     |
| Water Exercise      | \$6.50/ Adults            | Family Swim Pass   | \$ 600.00 | \$ 250.00    |
| Water Exercise      | \$5.00/ Seniors           | Senior Swim Pass   | \$ 200.00 | \$ 60.00     |
| Water Ex: 10 visits | \$60.00/ Adults           | Youth Swim Pass  | \$ 300.00 | \$ 100.00    |
| Water Ex: 10 visits | \$42.50/ Seniors          | Phone: (206) 824-4722 <small>Hours subject to change</small>                       |           |              |
| Pool Rental         | Starting at \$90 per hour | On the web: <a href="http://www.mountrainierpool.com">www.mountrainierpool.com</a> |           |              |

**PRELIMINARY**  
**LEVY LIMIT WORKSHEET - 2013 Tax Roll**

TAXING DISTRICT: Des Moines Pool Metropolitan Park

*The following determination of your regular levy limit for 2013 property taxes is provided by the King County Assessor pursuant to RCW 84.55.100.*

(Note 1)

| Using Limit Factor<br>For District   | Calculation of Limit Factor Levy                         | Using Implicit<br>Price Deflator |
|--------------------------------------|--|----------------------------------|
| 539,631                              | Levy basis for calculation: (2012 Limit Factor) (Note 2) | 539,631                          |
| <b>1.0100</b>                        | x Limit Factor   | <b>1.0295</b>                    |
| 545,027                              | = Levy   | 555,550                          |
| 6,588,252                            | Local new construction                                   | 6,588,252                        |
| 0                                    | + Increase in utility value (Note 3)                     | 0                                |
| 6,588,252                            | = Total new construction                                 | 6,588,252                        |
| 0.22222                              | x Last year's regular levy rate                          | 0.22222                          |
| 1,464                                | = New construction levy                                  | 1,464                            |
| <b>546,491</b>                       | Total Limit Factor Levy                                  | <b>557,014</b>                   |
| <b>Annexation Levy</b>               |  |                                  |
| 0                                    | Omitted assessment levy (Note 4)                         | 0                                |
| 546,491                              | Total Limit Factor Levy + new lid lifts                  | 557,014                          |
| 2,261,584,553                        | + Regular levy assessed value less annexations           | 2,261,584,553                    |
| 0.24164                              | = Annexation rate (cannot exceed statutory maximum rate) | 0.24629                          |
| 0                                    | x Annexation assessed value                              | 0                                |
| <b>0</b>                             | = <b>Annexation Levy</b>                                 | <b>0</b>                         |
| <b>Lid lifts, Refunds and Total</b>  |  |                                  |
| 0                                    | + First year lid lifts                                   | 0                                |
| 546,491                              | + Limit Factor Levy                                      | 557,014                          |
| <b>546,491</b>                       | = Total RCW 84.55 levy                                   | <b>557,014</b>                   |
| 0                                    | + Relevy for prior year refunds (Note 5)                 | 0                                |
| 546,491                              | = Total RCW 84.55 levy + refunds                         | 557,014                          |
|                                      | Levy Correction: Year of Error _____ (+or-)              |                                  |
| <b>546,491</b>                       | <b>ALLOWABLE LEVY (Note 6)</b>                           | <b>557,014</b>                   |
| <b>Increase Information (Note 7)</b> |  |                                  |
| 0.24164                              | Levy rate based on allowable levy                        | 0.24629                          |
| 539,712                              | Last year's ACTUAL regular levy                          | 539,712                          |
| 5,315                                | Dollar increase over last year other than N/C - Annex    | 15,838                           |
| 0.98%                                | Percent increase over last year other than N/C - Annex   | 2.93%                            |
| <b>Calculation of statutory levy</b> |  |                                  |
|                                      | Regular levy assessed value (Note 8)                     | 2,261,584,553                    |
|                                      | x Maximum statutory rate                                 | 0.75000                          |
|                                      | = <b>Maximum statutory levy</b>                          | <b>1,696,188</b>                 |
|                                      | + Omitted assessments levy                               | 0                                |
|                                      | = <b>Maximum statutory levy</b>                          | <b>1,696,188</b>                 |
|                                      | Limit factor needed for statutory levy                   | Not usable                       |

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

DES MOINES POOL METROPOLITAN PARK DISTRICT

RESOLUTION NO. 2010-04

AUTHORIZING AGREEMENT WITH AQUATIC MANAGEMENT GROUP, INC

**WHEREAS**, The Des Moines Metropolitan Pool District was created for the purpose of acquiring, maintaining and operating the Mt. Rainier Pool or another Pool Facility; and

**WHEREAS**, The School District and the Pool District have negotiated an Interlocal Agreement and have agreed that the School District and the Pool District will negotiate toward a lease pursuant to which the Pool District will lease the Mt. Rainier Pool building and the underlying real property from the School District, and assume responsibility for and authority over the funding, management, maintenance, improvement, and operation of the Pool; and

**WHEREAS**, Pursuant to the Pool District Interlocal Agreement, the Pool District will, as the School District's agent, assume control over the Pool beginning April 1, 2010; and

**WHEREAS**, The Pool District requires a qualified entity to manage the Pool

**WHEREAS**, AMG has been managing the Pool pursuant to an agreement with the School District that expires March 31, 2010, and the Pool District and AMG desire that after the expiration of such agreement AMG will continue to manage the Pool consistent with the terms of the Agreement attached hereto as **Exhibit A**.

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

1. Approve the attached Agreement between the Des Moines Metropolitan Park District and Aquatic Management Group, Inc. regarding the Operation of the Mount Rainier Pool; and
2. Authorizes the Clerk of the Board to execute the Agreement on behalf of the Board of Commissioners.

**Adoption:** ADOPTED by the Board of Commissioners of DES MOINES POOL METROPOLITAN PARK DISTRICT at an open public meeting of such Board on the 9<sup>th</sup> day of March, 2010, the following Commissioners being present and voting:

Bernadette Barrett  
Nancy Kuchnoel  
Gene Achziger



AGREEMENT  
between  
AQUATIC MANAGEMENT GROUP, INC.  
and  
DES MOINES POOL METROPOLITAN PARK DISTRICT  
regarding  
THE OPERATION OF THE MOUNT RAINIER POOL (the "Pool")

1. PARTIES

This Agreement (the "Agreement") is entered into as of April 1, 2010, between AQUATIC MANAGEMENT GROUP, INC., a Washington corporation ("AMG"), and DES MOINES POOL METROPOLITAN PARK DISTRICT, a Washington municipal corporation (the "Pool District" and, collectively with AMG, referred to hereafter as the "Parties").

2. PURPOSE AND RECITALS

- 2.1 The Pool was built by King County ("County"), on land owned by Highline School District No. 401 ("School District"), as part of the 1967 Forward Thrust initiative;
- 2.2 Beginning with the Pool's construction, the County operated and maintained the Pool on the School District's property, pursuant to a lease agreement executed in 1974 with the School District;
- 2.3 The County discontinued the operation and maintenance of the Pool as of December 31, 2003, transferring ownership of the Pool to the City of Des Moines ("Des Moines") and the City of Normandy Park ("Normandy Park"), which entered into an interlocal agreement with the School District to assume ownership and continue operation of the Pool;
- 2.4 Pursuant to the terms of the original agreement between the County and the School District, the terms of which were continued under the ownership agreement executed by Des Moines and Normandy Park, the ownership of the Pool reverted to the School District on March 6, 2009;
- 2.5 The School District and the Pool District have, by Interlocal Agreement dated \_\_\_\_\_, 2010 ("Pool District Interlocal Agreement"), agreed that the School District and the Pool District will negotiate toward a lease pursuant to which the Pool District will lease the Pool building and the underlying real property from the School District, and assume responsibility for and authority over the funding, management, maintenance, improvement, and operation of the Pool;
- 2.6 Pursuant to the Pool District Interlocal Agreement, the Pool District will, as the School District's agent, assume control over the Pool beginning April 1, 2010; and

- 2.7 AMG has been managing the Pool pursuant to an agreement with the School District that expires March 31, 2010, and the Pool District and AMG desire that after the expiration of such agreement AMG will continue to manage the Pool on the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

3. AMG RESPONSIBILITIES

- 3.1 Maintenance and Operation of the Pool. AMG shall maintain and operate the Pool, located at 22722 19th Avenue S., Des Moines, Washington, for a period of twenty-one (21) months, beginning April 1, 2010, and continuing through December 31, 2011.
- 3.1.1 Operations. AMG shall apply innovation to all programs and execution of operations in an effort to reduce expense and maximize revenues for the Pool while still providing a robust, community-oriented program. The Pool District agrees to work with and support activities and promotions conducted by AMG to generate additional pool patronage through the represented community. Operation of the pool by AMG shall, at a minimum, comply with the requirements of chapter 246-260 WAC.
- 3.1.2 Routine Pool Maintenance and Repairs. AMG, at its sole expense, will provide ongoing routine and preventative maintenance and repair for all repairs up to \$1,000 and up to \$9,000 total cost over the remainder of 2010 and up to a total cost of \$12,000 for 2011. Routine maintenance and repairs apply to those items identified on the "Pool Operator's Maintenance Responsibilities," which is attached hereto as "Exhibit A" and incorporated herein by this reference. In the event routine and preventative maintenance and repair costs in any given month exceed \$1,000.00 AMG shall be responsible for the first \$1,000 in costs (subject to the annual limits) and AMG shall follow the procedure specified in Paragraph 3.4.2 for the excess costs. AMG shall provide the Pool District with an accounting of the routine and preventative maintenance and repair costs on a regular basis.
- 3.1.3 Use and Storage of Chemicals. Any cleaners, fungicides, insecticides and other chemicals used by AMG in the operation and maintenance of the Pool shall be used in a safe manner and in compliance with label instructions and all applicable codes, rules and regulations concerning said substances. AMG shall store and dispose of all such chemicals in a safe and secure manner and in compliance with label instructions and all applicable codes and regulations.
- 3.1.4 Existing Equipment and Supplies. The School District has left on site certain pool equipment and supplies transferred from the County to the

School District for the operation and maintenance of the Pool, as described in "Exhibit B," which is attached hereto and incorporate herein by this reference. Equipment and supplies include furniture, lifeguard equipment, first aid supplies, specialty tools, operator manuals, computer equipment and software used for Pool operation, phone system, lighting fixtures, miscellaneous pool equipment, building maintenance supplies, spare parts, and materials such as chlorine and filtration supplies for Pool maintenance. AMG may use all equipment and supplies and through this use also agrees that the Pool District holds no future responsibility resulting from AMG's use of the equipment and supplies. All equipment and supplies acquired or purchased with the Pool District's funds under this Agreement shall remain at the Pool and become the property of the Pool District at the termination of this Agreement. AMG may also use such Pool District equipment and supplies and through this use also agrees that the Pool District holds no future responsibility resulting from use of the equipment and supplies.

3.2 Conditions for Operation and Management. In order to successfully manage the Pool, the following actions and conditions shall be required:

3.2.1 Pool Usage. In operating the Pool, AMG shall provide programs and hours of operation reasonably similar to those programs and hours of operation currently provided by AMG to current users of the Pool.

3.2.2 Intellectual Property. As part of the normal operation of the Pool, AMG will employ written materials for operating processes, swim school curriculum, training manuals, correspondence and other documentation that will be proprietary to AMG. These materials are the sole intellectual property of AMG and will not be distributed nor discussed with parties external to this Agreement. Upon termination of this Agreement, all such materials shall be returned to AMG or shall be destroyed. The name "AMG Swim School" is also property of AMG and all rights to the use of that name are reserved to AMG.

3.2.3 Advertising Program. AMG shall provide promotional materials to the Pool District for local communications to the public. The Pool District agrees to provide signage clearly directing patrons to the street location of the Pool from the intersection of the Kent-Des Moines Road and 24th Avenue, and the intersection of Marine View Drive and 223rd Street, with all turns leading to the Pool clearly marked. All signage placed within the premises, exclusive of AMG program material, shall require the prior written approval of the Pool District. AMG shall include an acknowledgment in any promotional or publicity materials reading as follows: "Facility operated with support from Highline School District and Des Moines Pool Metropolitan Park District."

3.3 Accounting. The following accounting practices shall be observed by AMG:

3.3.1 Monthly Reports. AMG shall provide monthly reports to the Pool District regarding the maintenance and operation of the Pool, including all information shown in the reporting format presented in Exhibit D. In addition, AMG shall maintain, available for review at the Pool, complete maintenance and staffing records to comply with current state statutes pertaining to Water Recreation Facilities found in chapter 246-260 WAC and Chapter 70.90 RCW and Washington Cities Insurance Authority Aquatics Guidelines PAR.07 Issued January 1988 and revised October 2002 as attached hereto as "Exhibit E" and incorporated herein by this reference.

3.3.2 Independent Accounting. The Pool shall be operated as a separate entity by AMG and all accounting and reports regarding the Pool shall be independent and separate from AMG's own accounting and from any other activities in which AMG may be involved. A true accounting of all receipts and disbursements shall be maintained by AMG and shall be made available for review and audit by the Pool District at the discretion and expense of the Pool District. Records of gross sales and receipts are to be kept for each revenue source and AMG is responsible for submittal of all taxes due in the ordinary course of operating the Pool, including City of Des Moines Business and Occupation taxes. AMG will maintain a current city business license while operating the Pool. All hours worked by AMG employees in support of Pool Owner-directed accounting audits will be submitted to the Pool District for reimbursement above and beyond the Monthly Pool Operation Stipend stipulated in this Agreement.

3.3.3 AMG shall provide the Pool District an audited financial report on operation and management of the pool annually, due within 60 days of the end of the calendar year. Cost for the audit will be submitted to the Pool District for reimbursement.

#### 3.4 Capital Improvements.

3.4.1 AMG shall work with the Pool District to make any capital improvements to the Pool that are necessary and reasonable to allow it to fulfill its commitment to operate the Pool; provided, however, that AMG shall have no obligation to make any capital improvements or repairs necessitated by an act of nature or other event beyond the control of AMG. Improvements requiring the cessation of operations at the Pool shall be treated independently from normal capital improvements and will be coordinated between the Parties in accordance with other aspects of this Agreement.

3.4.2 Repair items of One Thousand Dollars (\$1,000) or more and/or over AMG's contract maintenance allocation specified in Paragraph 3.1.2 must be submitted to the Pool District for review and approval of fund allocation. Exceptions to this item include emergency repairs that, if left unresolved, would cause cessation of operations or would put the physical

plant, staff, or patrons at risk. Capital Items are identified on the "Owners Capital Improvement Responsibilities," attached hereto as "Exhibit C", and incorporated herein by this reference.

- 3.5 Personnel. AMG shall maintain an adequate number of qualified personnel to meet the operational, maintenance, and service requirements of this Agreement. AMG and its personnel shall operate in a business-like and courteous manner, and strive to provide high quality and personable services to the public. At no time shall AMG relinquish control of Pool operations to a third party without the written consent of the Pool District.
- 3.6 Independent Contractor. AMG and its employees or agents performing under this Agreement are not employees or agents of the Pool District. AMG and its employees shall not hold themselves out as nor claim to be officers or employees of the Pool District, nor will they make any claim of right, privilege or benefit which would accrue to a municipal employee under state law.
- 3.7 Closures. AMG shall waive any claim against the Pool District from losses sustained or allegedly sustained due to any closure of the premises by the Pool District that may result from necessary improvements or repairs, failure of any utility systems, forces of nature, protection of public safety, or for any other reason. The Pool District and AMG agree to six (6) weeks notice for any capital improvement that is not an emergency. AMG will not be held responsible for lost revenues in the period of closure.
- 3.8 In addition to providing the Pool District monthly financial reports (per 3.3.1), AMG shall work with the Pool District on establishing and providing mutually agreed-to monthly performance measures for service delivery and quality, and safety.

#### 4. RESPONSIBILITIES OF POOL DISTRICT

In consideration of AMG operating and maintaining the Pool at the levels of service specified herein, the Pool District shall pay AMG as follows:

- 4.1 Monthly Pool Operation Stipend. A Monthly Pool Operation Stipend payment of Eight Thousand Two Hundred Dollars (\$8,200) shall be paid to AMG on or before the first day of each month during the term of this Agreement; provided, however, that the Pool District shall have the option to review and adjust the amount of the Monthly Pool Operation Stipend on or after December 1, 2010, and if the Parties cannot agree in good faith on the amount of the revised stipend to be paid to AMG after such date, either party may terminate this Agreement on ninety (90) days written notice to the other.
- 4.2 Termination for Non-Payment. If the Pool District has not made any of the monthly payments within ten (10) days after its due date, AMG shall send, by registered mail and fax, written notice to the Pool District that such payment is overdue. If payment is not made within five (5) business days after said notice

has been received, AMG may terminate this Agreement by providing written notice to the Pool District.

- 4.3 Capital Expenditure Account. The Pool District shall establish a capital expense fund with King County. The funds from the capital expense fund shall be used for capital expenditures for the Pool. The Pool District may, at its sole discretion and expense, make any and all improvements to or repairs, maintenance and/or modifications of the premises, or any of the areas assigned to AMG in the Operating Agreement, which it deems necessary or desirable to protect or serve pool users, or which enhance the Pool, however the Pool District shall not be obligated to make any improvement or modifications of the premises. Except in the case of necessary emergency repairs, the Pool District will give appropriate notice of no less than six (6) weeks to AMG of any decisions to make improvements, modifications or repairs.

## 5. AMENDMENTS

This Agreement may be amended only upon mutual consent of the Parties. Any amendment shall be in writing and shall be ratified and executed by the Parties in the same manner as set forth in this Agreement.

## 6. DISPUTE RESOLUTION

- 6.1 If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation. The mediator may be selected by agreement of the Parties or through the American Arbitration Association.
- 6.2 Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration conducted under the American Arbitration Association's Commercial Arbitration Rules. The arbitrator may be selected by agreement of the Parties or through the American Arbitration Association.
- 6.3 All fees and expenses for mediation or arbitration shall be borne by the Parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

## 7. EFFECTIVE DATE, DURATION AND TERMINATION

- 7.1 This Agreement shall become effective as of April 1, 2010, provided it is approved as follows:
- 7.1.1 Approval by official action of the governing body of AMG and the signing of this Agreement by the duly authorized representative of AMG; and

7.1.2 Approval by official action of the Pool District and signing of this Agreement by the duly authorized representative of the Pool District.

7.2 This Agreement may be terminated at any time by mutual agreement of the Parties.

7.3 Unless earlier terminated by consent of the Parties or by operation of any other provision of this Agreement, this Agreement shall remain in effect through December 31, 2011.

## 8. INDEMNIFICATION AND LIABILITY

8.1 AMG shall defend, indemnify and hold harmless the Pool District, the School District and their respective officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of Premises, or from the conduct of AMG's business, or from any activity, work or thing done, permitted, or suffered by AMG in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the Pool District or the School District, as the case may be.

8.2 AMG reserves the right to require pool liability and indemnity agreements and use agreements from Pool.

8.3 AMG's indemnification provided herein constitutes AMG'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 8 shall survive the expiration or termination of this Agreement.

## 9. INSURANCE

9.1 During the term of this Agreement and any extensions, AMG shall maintain general commercial liability insurance coverage of not less than Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate, naming Pool District and the School District as additional insureds, and shall carry any other insurance required to be carried by the Pool District or the Pool operator pursuant to the Pool District Interlocal Agreement.

9.2 AMG's insurance coverage shall be primary insurance as respect the Parties. Any insurance, self-insurance, or insurance pool coverage maintained by the Pool District shall be excess of AMG's insurance and shall not contribute with it.

9.3 AMG's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Pool District and the School District.

- 9.4 AMG shall furnish the Pool District with original certificates and a copy of the amendatory endorsements, including but not limited to, the additional insured endorsement, evidencing the insurance requirements of AMG.

#### 10. SEVERABILITY

Should a court of competent jurisdiction declare any clause, phrase, sentence, or paragraph of this Agreement invalid or void, the remaining provisions of this Agreement not so declared shall remain in full force and effect.

#### 11. EXERCISE OF RIGHTS OR REMEDIES

Failure of any party to exercise any rights or remedies under this Agreement shall not be a waiver of any obligation by either party and shall not prevent either party from pursuing that right at any future time.

#### 12. RECORDS

The Parties shall maintain adequate records to document obligations performed under this Agreement. The Parties shall have the right, upon reasonable notice, to review the other party's records with regard to the subject matter of this Agreement.

#### 13. ENTIRE AGREEMENT

This Agreement, together with the exhibits, constitutes the entire Agreement between the Parties with respect to the maintenance and operation of the Pool.



14. GOVERNING LAW AND STIPULATION OF VENUE

This Agreement shall be governed by the laws of the State of Washington. Any action hereunder must be brought in the Superior Court of Washington for King County.

15. CONTACTS FOR AGREEMENT. The contact persons for this AGREEMENT are:

AMG

POOL DISTRICT

Sean Hutchison  
Chief Executive Officer  
2100 Lake Washington Blvd N. N103  
Renton, WA 98056  
(206) 313-3895

Martin P. Martinson, President  
Des Moines Pool Metropolitan Park District  
P.O. Box 98711  
Des Moines, WA 98168  
(206) 824-7491

EXECUTED and APPROVED by the Parties in identical counterparts, each of which shall be deemed an original on the dates set forth below.

Dated this 11 day of March, 2010.

DATED this 9 day of March, 2010.

Aquatics Management Group, Inc.  
By [Signature]  
Sean Hutchison  
Its Chief Executive Officer

DES MOINES POOL METROPOLITAN  
PARK DISTRICT

By: [Signature]  
Name: Nancy N Kuehnelt  
Its: Clerk

At the direction of the Des Moines Pool Metropolitan Park District by resolution regularly passed at an open public meeting on March 9, 2010.

APPROVED AS TO FORM this 9 day of March, 2010.

By: [Signature]  
Name: Brian Snure  
Attorney for Des Moines Pool Metropolitan Park District

**EXHIBIT A**  
**Pool Operator's Maintenance Responsibilities**

This exhibit provides a list of maintenance and repair items that AMG will routinely maintain and repair. Repair and maintenance costs will be accounted and paid according to Sections 3.1.2 and 3.4.2 of the Agreement.

- Plumbing failures or repairs
- Minor electrical repairs
- Pool systems including filter mechanicals and plumbing, water heaters and boiler, chemical systems and all associated pumps
- Cleaning and minor repairs of surfaces such as tile floors/ tile walls/ pool liner tile and all other surfaces in the natatorium, locker rooms, lobby, restrooms, office areas and all utility closets
- Cleaning and proper repair of all drains and drainage in locker rooms, natatorium, restroom and lobby areas
- Minor repair of all facilities and fixtures up to and including replacement of all but major components
- Minor repairs of facility drainage excluding major drainage of property issues
- Grounds keeping of grounds immediately surrounding the pool facility and parking area for the pool — includes minor repairs of facilities
- Any and all office equipment or computers
- Office furniture
- Pool equipment for conducting programs including hydraulic chairs, pool access ways, etc.
- Bleachers, benches, chairs, bulletin boards, etc. with the exception of major bleacher repair or replacement

**EXHIBIT B**  
**Personal Property to be transferred with Pool**

| Pool Mount Rainier Pool Inventory 12-5-03 |                                       |            |                             |
|---|---------------------------------------|------------|-----------------------------|
| <b>MAINTENANCE INVENTORY</b>              |                                       |            |                             |
|   | [REDACTED]                            |            | 4 garden hoses              |
|   | [REDACTED]                            |            | 1 extra strainer basket     |
|   | [REDACTED]                            |            | 1 hand cart                 |
|   | [REDACTED]                            |            | 3 shovels                   |
|   | [REDACTED]                            |            | [REDACTED] snow shovel      |
| 1   | bench grinder                         |            | [REDACTED]                  |
| 1   | bench vice                            |            | [REDACTED]                  |
|   | [REDACTED]                            |            | 1 [REDACTED]                |
|   | [REDACTED]                            |            | [REDACTED]                  |
|   | [REDACTED]                            |            | CO2 mixing valve            |
|   | [REDACTED]                            |            | [REDACTED] valve            |
|   | [REDACTED]                            | 7          | CO2 cylinders               |
|   | assorted paint cans                   |            | 72 GPO Rolochem Pump        |
| 1   | roller tray                           |            | [REDACTED]                  |
|   | [REDACTED]                            |            | [REDACTED]                  |
|   | [REDACTED]                            |            | [REDACTED]                  |
|   | Misc. nuts, bolts, screws, fittings   | 1          | 12' leaning ladder          |
| 8+  | assorted screw drivers                | 1          | dolly                       |
|   | [REDACTED]                            | 1          | face shield/chemical apron  |
|   | [REDACTED]                            |            | pool vacuum complete        |
|   | [REDACTED]                            | 1          | pool brush                  |
|   | [REDACTED]                            | 1          | leaf net                    |
| 5+  | assorted pliers                       | 2          | shepherd crook poles        |
| 10+                                       | assorted wrenches                     | [REDACTED] | [REDACTED]                  |
| 2   | socket sets                           | 2          | [REDACTED]                  |
| 1   | cordless drill with assorted bits     | [REDACTED] | [REDACTED]                  |
|   | extra battery and charger             | 5          | anti-wave lane lines w/reel |
|   | Hoffman w/isolation valve (installed) | 5+         | rope lane lines             |
| 1   | extra pool test kit                   | 2          | [REDACTED]                  |
|   |                                       | [REDACTED] | [REDACTED]                  |
|   |                                       | 1          | 8' fiberglass ladder        |
| <b>Items needed day of exchange</b>       |                                       |            |                             |
|   | [REDACTED]                            |            |                             |
|   | [REDACTED]                            |            |                             |
|   | [REDACTED]                            |            |                             |
|   | [REDACTED]                            |            |                             |
|   | [REDACTED]                            |            |                             |
|   | [REDACTED]                            |            |                             |
|   | [REDACTED]                            |            |                             |
|   | [REDACTED]                            |            |                             |
|   | [REDACTED]                            |            |                             |
|   | [REDACTED]                            |            |                             |
| <b>DECK INVENTORY</b>                     |                                       |            |                             |
| 2   | rescue tubes                          |            | [REDACTED]                  |
| 2   | fanny packs                           | 2          | [REDACTED]                  |
| 1   | backboard                             | 2          | Shepherd's Crook            |
| 14  | rolling crawlers for storage          | 3          | bulletin boards             |

*(Handwritten signature)*

|                              |  |  |                   |              |                                |
|------------------------------|--|--|-------------------|--------------|--------------------------------|
| 5                            | 25-yard lane lines                       |  |                   | 2            | tot docks                      |
| <del>7</del>                 | <del>17 yard lane lines</del>            |  |                   | 65           | kick boards                    |
| <del>10</del>                | <del>10 yard lane lines</del>            |  |                   | <del>6</del> | <del>pairs of fins</del>       |
| <del>2</del>                 | <del>10 yard lane lines</del>            |  |                   | 2            | safety cones                   |
|                              | <del>1 white &amp; 1 blue/white</del>    |  |                   | <del>1</del> | <del>Sony tape CD player</del> |
| 1                            | dry erase board                          |  |                   | 16 set       | hydro-fit cuffs                |
| <del>16 set</del>            | <del>hydro-fit cuffs</del>               |  |                   | 1            | stand for hydro-fit equipment  |
| 1                            | water walkway                            |  |                   | <del>1</del> | <del>big my not useable</del>  |
| 1                            | basketball hoop and basketball           |  |                   | 2            | large float mats               |
| 6                            | small float mats                         |  |                   | 17           | noodles                        |
| 2                            | yellow inner tubes                       |  |                   | <del>1</del> | <del>square mat</del>          |
| <del>2</del>                 | <del>small banquet tables</del>          |  |                   | 2            | wooden storage carts           |
| <del>22</del>                | <del>2 15' chairs</del>                  |  |                   | <del>2</del> | <del>scissor tables</del>      |
| 2                            | garbage cans                             |  |                   |              | backstroke flags               |
| <b>Life Jackets</b>          |  |  |                   |              |                                |
| Infant:                      | 3 jackets                                |  |                   |              |                                |
| Child:                       | 5 jackets, 10 horseshoe PFDs             |  |                   |              |                                |
| Youth:                       | 1 jacket, 10 horseshoe PFDs              |  |                   |              |                                |
| Adult:                       | 1 jacket, 12 horseshoe PFDs              |  |                   |              |                                |
| <b>OFFICE INVENTORY</b>      |  |  |                   |              |                                |
| <del>1</del>                 | <del>computer</del>                      |  |                   | <del>1</del> | <del>Laserjet printer</del>    |
| <del>1</del>                 | <del>fax machine</del>                   |  |                   | 1            | fax machine                    |
| <del>1</del>                 | <del>file cabinet</del>                  |  |                   | <del>1</del> | <del>phone/mem system</del>    |
| <del>1</del>                 | <del>computer keyboard dock/drawer</del> |  |                   | 1            | POS receipt printer            |
| 1                            | credit card machine & printer            |  |                   | 2            | desk calculators               |
| 2                            | desks                                    |  |                   | 1            | desktop file                   |
| 1                            | brochure holder                          |  |                   | 1            | 2-drawer legal file cabinet    |
| 1                            | 2-drawer letter file cabinet             |  |                   | <del>2</del> | <del>clocks</del>              |
| 2                            | bulletin boards                          |  |                   | 2            | dry erase boards on the wall   |
| <del>1</del>                 | <del>inflatable mattress</del>           |  |                   | <del>2</del> | <del>blankets</del>            |
| <del>2</del>                 | <del>chairs</del>                        |  |                   | <del>2</del> | <del>chairs</del>              |
| 2                            | Rubbermaid storage units                 |  |                   | <del>2</del> | <del>index cabinets</del>      |
| 1                            | Safe                                     |  |                   |              |                                |
| <b>Misc. Office Supplies</b> |  |  |                   |              |                                |
|                              | Letter & Legal size paper                |  | permanent markers |              |                                |
|                              | pens & pencils                           |  | dry erase pens    |              |                                |

*Information*

## **EXHIBIT C**

### **Owners Capital Improvement Responsibilities**

Items that will not be routinely maintained / repaired by AMG when costs exceed \$1,000 without Pool District's capital support:

- Extensive plumbing repair or replacement (>\$1000)
- Extensive electrical repair or replacement including lighting (>\$1,000)
- Heating or ventilation repair or replacement
- Extensive pool mechanical system repair or replacement including:
  - o Boiler
  - o Pumps
  - o Main supply failures
  - o Filter failure requiring replacement
- Major facility repair such as roof repairs, wall repairs, etc.
- Repair or maintenance of the parking lot surfaces including painting of parking lot markings and parking lot signage
- Improvements to or major repairs of grounds or landscape features including walkways, plantings, trees, etc.
- Pool liner or substructure failure
- Major repair to pool deck surfaces, diving board, starting blocks, clocks or timers
- Maintenance/repair and improvement packages that may include multiple repairs or improvements to the facility that when combined exceed the minimum cost required to qualify for capital improvements

In addition, AMG may request capital funds to enhance the pool performance or to enhance the patron experience in an effort to increase pool revenues for any or all programs. These requests may include the following:

- Locker room enhancements, amenities or improvements
- Gallery enhancements, amenities or improvements
- Enhancements to pool equipment or additional pool equipment
- Big toys, or free standing enhancements to enhance rental patronage
- Cosmetic upgrades to enhance pool appearance
- Upgrades to enhance pool performance
- Mechanical upgrades to enhance pool appearance or environment

**EXHIBIT D**  
**AMG Monthly Reporting Format Example**

Example of monthly financial report from AMG to the Pool District:

Aquatic Management Group Inc  
Balance Sheet  
As of \_\_\_\_\_

Oct 31, 03

**ASSETS**

Current Assets

Checking-Wells Fargo Bank NA

Other Current Assets

Reserves

Deposits

Equipment

Savings-Wells Fargo Bank

Total Reserves

Total Other Current Assets

Total Current Assets

**TOTAL ASSETS**

**LIABILITIES & EQUITY**

Liabilities

Current Liabilities

Other Current Liabilities

Payroll Liabilities

Sales Tax Payable

Total Other Current Liabilities

Total Current Liabilities

Total Liabilities

Equity

Capital Stock

Net Income

Total Equity

**TOTAL LIABILITIES & EQUITY**

Aquatic Management Group Inc  
Profit & Loss  
January through October \_\_\_\_\_

Jan - Oct 03

Ordinary Income/Expense

Income

- Lessons/Classes
- Retail Sales
- Sales Adjustments
  - Discounts
  - Returns, Refunds & Allowances
- Total Sales Adjustments

Total Income

Cost of Goods Sold

- Instructors wages & taxes
- Pool Manager
- Chemicals
- Water
- Total COGS

Gross Profit

Expense

- Advertising
- Bank Service Charges
- Insurance
- Licenses and Permits
- Maintenance & cleaning
- Management fees
- Miscellaneous
- Office Supplies
- Professional Development
- Repairs
- State Business taxes
- Supplies
- Telephone
- Utilities
- Total Expense

Net Ordinary Income

Other Income/Expense

- Other Income
  - Interest Income
  - Vending commissions
- Total Other Income

Net Other Income

Net Income

## **Exhibit E**

### **WCIA Aquatics Guidelines**

Pool Operator Exposures- Liability claims arising from swimming facilities can result from a bodily injury being suffered by the user, and/or transfer of communicable illness to the public. These may be alleged to have resulted from: improper design, construction, or maintenance of the facility for actual usage; inadequate, unqualified personnel to maintain and/or guard the pool; and/or inadequate documentation of activities.

Recommended Controls- Members should adopt policies consistent with current state statutes pertaining to WATER RECREATION FACILITIES found in Chapter 246-260 WAC and Chapter 70.90 RCW. Water Recreation Facility is defined as “any artificial basin or other structure containing water used or intended to be used for recreation, bathing, relaxation or swimming, where body contact with the water occurs or is intended to occur and includes auxiliary buildings and appurtenances. The term also includes conventional swimming pools, wading pools, and spray pools, spa pools and tubs using hot or cold water, and any area designated for swimming in natural waters with artificial boundaries within the waters. If appropriate levels of trained staff are unavailable for a facility, even temporarily, the facility should be closed until staffing requirements can be met.

#### I. Operating Permit

A. Obtain and renew annually an operating permit as required by WAC 246-260-040 and RCW 70.90.170

#### II. Water Quality

A. Maintain waters free from harmful levels of disease-producing organisms, toxic chemicals, or adverse physical conditions for patron safety in accordance with WAC 246-260-070

#### III. Monitoring, Reporting, and Recordkeeping (WAC 246-260-080)

A. Comply with statutory reporting requirements for death, injury, and illness as well as incidents creating a potential problem of health or safety significance, and PAR.07

B. Monitoring and maintaining records for at least three years on:

1. water quality conditions
2. routine preventative maintenance provided on all hazardous equipment
3. daily estimation of number of users
4. personnel credentials, training, and/or required certifications

#### IV. Swimming Pool Design, Construction, and Equipment

A. Members should comply with WAC 246-260-090 with regard to:

1. Walking Surfaces
2. Barriers
3. Pool Surfaces
4. General Floor and Wall Dimensional design
5. Requirements for Pools Furnishing Areas for Diving
6. Pool Appurtenances
7. Water Volume Turnover
8. Depth Markings
9. Safety/Marking Line
10. Bather Load
11. Inlets/Outlets
12. Flow
13. Balancing Tanks
14. Pumps, Strainers, and Valves
15. Equipment Rooms
16. Make-up Water
17. Filters
18. Disinfection Equipment
19. Chemical Feeding Equipment
20. Heaters
21. Ventilation



22. Testing Equipment
23. Chemical Storage
24. Restroom, Locker Room, and Plumbing Fixtures
25. Lighting
26. Emergency Equipment
27. Lifeguard Chairs
28. Signs

#### V. Operation of Swimming Pool Facilities

A. Members should comply with WAC 246-260-100 with regard to:

1. Protect public health, safety, and water quality by establishing practices and developing an operations manual addressing:
  - a. physical pool facility components
  - b. personnel
  - c. users and spectators
  - d. environmental conditions
2. Develop an emergency response plan

#### VI. Restrictions on Animals

A. WAC 246-260-220 requires facility owners to prevent animal access to the water recreation pool facility except by users or spectators requiring services of guide dogs accompanying them to the deck area. WCIA recommends this same tolerance for patrons or spectators accompanied by "service animals".

Compliance with WAC 246-260- According to WAC 246-260-050 some WAC's dealing with physical facility requirements are meant to be applied to new construction, and facilities constructed after the effective date of the revisions. Existing facilities built before the effective date of these revisions and meeting the barrier requirements identified in WAC 246-260-050(3) and other requirements identified in WAC 246-260-050(1)&(2) may be continued in use. The Authority recommends continuing effort be made by the Member to upgrade the existing facility to meet these applicable requirements as closely as possible as funds permit.

#### VII. Starting Blocks

A. It is recommended that members comply with the National Federation of High School Association (NFHS) recommendations on the installation of starting blocks in swimming pool facilities. In December 2001, NFHS informed its members of their decision to immediately eliminate the use of 18-inch diving platforms in pools with water depth from 3 1/2 to 4 feet. The decision was based on the NFHS Rules Committee's concern about the potential for injuries in pools with water depth of less than 4 feet involving swimmers using improper techniques. NFHS further advised that swimmers must start from the deck or in the water if the pool depth is 3 1/2 to 4 feet. Washington Interscholastic Activities Association (WIAA) has also adopted the NFHS ruling. All WCIA members who operate a public swimming pool and who conduct or permit swimming competitions and/or practices should comply with this recently adopted change.

B. In accordance with WAC 246-260-090, starting blocks on the shallow end of the pool should be removed when not in use by competitive swimmers, and firmly secured when in use.

C. Starting blocks that are permanent (cannot be removed) should be fitted with block covers when open for public swimming activities.