



## Des Moines Pool Metropolitan Park District

November 14, 2023

7:00 p.m.

Regular "Hybrid" Meeting  
Public Budget and Levy Hearing

*Meetings are hybrid: being held remotely using Zoom and in-person at the Des Moines Pool MPD District Office (22015 Marine View Dr. So. – Main floor). If you wish to listen in, please do so at 1-253-205-0468; Meeting ID: 833 0361 9899; Passcode: 172829. Any questions or comments should be directed to Scott Deschenes, District General Manager at (206) 429-3852 or by email at [scott.deschenes@desmoinespool.org](mailto:scott.deschenes@desmoinespool.org). Public comment for those who cannot physically attend will be due by email to [info@mtrainierpool.com](mailto:info@mtrainierpool.com) by noon on the day of each meeting. Patrons that can attend in-person will be allotted three minutes during public comment (#5). This is due to the hybrid format of the meetings.*

### AGENDA

7:00 1. CALL TO ORDER ROLL CALL

7:03 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)

*See Budget Hearing (#10c) on second page*

*Remote Meeting: If you wish to make public comment, please submit in writing via email to [info@mtrainierpool.com](mailto:info@mtrainierpool.com) by Noon on Tuesday, November 14. 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 OCTOBER

b. STAFF/CONTRACTOR/COMMITTEE REPORTS

District General Manager Report

c. ADOPTION OF MINUTES

October 10 Special Board Meeting

October 24 Regular Board Meeting

d. CORRESPONDENCE

None

e. BANK TRANSFERS (MRP REVENUE)

f. VOUCHER APPROVAL

\$29,024.48 was processed in October for warrant requests

g. KING COUNTY ELECTRONIC FUNDS TRANSFERS (EXPENSES)

\$56,652.00 was processed in October for payroll

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

**22722 19<sup>th</sup> Avenue South, Des Moines, WA 98198 (Mailing Address)**

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

The Des Moines Pool Metropolitan Park District is committed to compliance with both the Washington Law Against Discrimination and the Americans with Disabilities Act. The District's 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. EXECUTIVE SESSION**

- a. HSD Lease Update

**8. OLD BUSINESS**

- 7:20 a. Q3 Financial Report
- 7:25 b. Aquatic Feasibility Study

**9. NEW BUSINESS**

- 7:35 a. Vision Payment Payroll Agreement (first touch)
- 7:50 b. Insurance Membership (first touch)
- 7:55 c. Resolution 2023-09, Amendment to Budget Recommendation (first touch)
- 8:00 d. Engineer of Record Fee Request (first touch)

**10. PUBLIC "BUDGET AND LEVY" HEARING**

- a. 2024 Budget
- 8:05 b. 2024 Levy Certification
  - Resolution 2023-07, Levy and Budget Certification
  - Resolution 2023-08, Increase/Decrease Ordinance for Levy
- 8:10 c. Public Hearing Comments and Questions:  

Members of the public may comment on items relating to the Public Hearing. Comments are limited to three (3) minutes per person. Exceptions may be made to the time restrictions of persons speaking at the discretion of the Chair, when warranted. Remote public comments can also be made by email correspondence. (See Item #5).
- 8:20 d. Budget and Levy Motions

**UPCOMING MEETINGS**

- December 12, 2023, Regular Board Meeting, ,7:00 p.m., District Offices
- January 2023 Retreat, Location and Time: To Be Determined
- January 23, 2024, Regular Board Meeting, ,7:00 p.m., District Offices

**ADJOURNMENT**

**22015 Marine View Drive South, Suite 2B, Des Moines WA 98198 (Physical Location)**  
**22722 19<sup>th</sup> Avenue South, Des Moines, WA 98198 (Mailing Address)**

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## Des Moines Pool Metropolitan Park District

### AGENDA ITEMS SUMMARY SHEET

**Agenda Item #:** 6a-g      **Assigned to:** District GM      **Meeting Date:** November 14, 2023

**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

- Revenue and Expenses for October delayed until December meeting (King County end-of-month reports delivered after agenda packet mailed)

Item 6b: Staff/Committee Reports

- District General Manager Weekly Reports

Item 6c: Adoption of Minutes

- October 10, 2023, Retreat/Special Board Meeting
- October 24, 2023, Regular Board Meeting

Item 6d: Correspondence

Item 6e: Bank Transfers (MRP Revenue) –

Item 6f: Voucher Approval - The following voucher/warrants totaling **\$29,024.48** were approved for payment.

- \$4,054.58 was processed on October 3, 2023
- \$11,831.97 was processed on October 9, 2023
- \$1,778.22 was processed on October 11, 2023
- \$6,150.03 was processed on October 19, 2023
- \$5,209.68 was processed on October 25, 2023

Item 6g: Funds Transfers (Payroll) - The following Electronic Transfers to King County totaling **\$56,652.00** were processed for payment.

- \$30,297.46 was approved for payroll on October 15, 2023
- \$26,354.54 was approved for payroll on October 30, 2023

A total of **\$85,676.48** was processed in October 2023 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 October 2023 totaling **\$85,676.48**.

**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:

Attachments: Various



# DES MOINES POOL METROPOLITAN PARK DISTRICT

**Date: Thursday, November 9, 2023**

**To: District Board Commissioners**

**From: Scott Deschenes, District General Manager**

**Subject: Weekly Reports - Weeks Ending October 27 – November 10, 2023**

## **WEEK ENDING OCTOBER 27:**

### **BOARD MEETING WRAP-UP**

- Sept 26 Minutes – All present board members have signed the minutes, so they have been posted to the website.
- Oct 24 Minutes – I plan on emailing them out on Friday.
- Joe's News Story – Here is the link to the story Joe mentioned.

### **UPDATED CONTACT LIST**

I am putting together an updated contact list for staff and board members. If you would like to change or confirm your contact information, please let me know.

### **SPOOKY SWIM**

The Spooky Swim is over half full. The vent will be from 1-3pm on Saturday, October 28. Below is the email blast that went out earlier this week.

<https://createsend.com/t/d-F63428708E0366FD2540EF23F30FEDED>

### **TRICK OR TREAT PATH**

We will be posted with Des Moines Legacy Foundation in the B&E Meats from 4:40-6:30pm.

### **WCIA MEETING**

On October 20, I attended the annual WCIA meeting and training. First the training was about tort cases, and included some very expensive settlements that have occurred that are dramatically effecting insurance rates in Washington state. The meeting also went over that rates may go up higher in the future. I need to attend one more meeting to meet our annual COMPACT. Also just a heads up that Tanya Crites, our representative since the district was formed is retiring. We will have another representative next year.

## Nuclear Verdicts and Recent Settlements

- Schwartz v. King County (\$10 million settlement)
- Fite v. Puyallup (\$7.95 million after interest)
- Anderson v. Sumner (\$21 million)
- Yurek v. Seattle 911 (\$1.8 million)
- Redmond Churna Shooting (\$7.5 million)
- Cox-Powell v State of Washington (\$98.5 million)



### WCIA ELECTED OFFICIALS TRAINING (DECEMBER 9)

If you are interested in signing up for the Association of Washington Cities Elected Officials Workshop, please let me know by next week. It is reimbursable through WCIA. I have included the flyer and instructions for signing up.

### **Reimbursable Program- AWC Elected Officials Essentials Workshop**

*Delegates and Alternates please share with your staff.*

**Registration is now open for AWC's *Elected Officials Essentials Workshop*.**

#### **Details at-a-glance:**

**Date & Time:** Saturday, December 9, 2023, 8:30 a.m. to 2:30 p.m.  
**Location:** In-person at various locations or online  
**Cost:** \$95 per person

See the attached flyer for more information.

### **FEATURED RESEARCH**

Below is an article about adult swim lessons.

- Opinion: The real reason why so many adults cannot swim (CNN)  
- <https://www.cnn.com/2023/08/22/opinions/sports-swimming-instruction-adults-dash/index.html>

#### RESEARCH

- NY Water Safety Bill (SwimSwam) - <https://swimswam.com/ny-water-safety-coalition-urges-governor-hochul-to-sign-groundbreaking-water-safety-bill/>
- How to communicate the value of water and aquatics (Aquatics International)  
- [https://www.aquaticsintl.com/facilities/how-to-communicate-the-value-of-water-and-aquatics\\_o](https://www.aquaticsintl.com/facilities/how-to-communicate-the-value-of-water-and-aquatics_o)
- Oath of office for elected officials (MRSC Insight Blog) - <https://mrsc.org/stay-informed/mrsc-insight/october-2023/oath-of-office>

### **WEEK ENDING NOVEMBER 3:**

#### **BOARD MEETING (SPECIAL DATE)**

Just a friendly reminder that our November board meeting will be held on **Tuesday, November 14 at 7pm**. Please have all meeting minute edits (10/10 & 10/24) back by Tuesday, November 7 at noon. I will send out the meeting request and other information next week. I am also working to get the packet out early to you before Veteran's Day weekend.

#### **SPOOKY SWIM**

We filled 80/93 spots for the Spooky Swim on Saturday, October 28. Jared ran the activity, and it went well. Our next special event will be our holiday swim on Saturday, December 9. *(Thanks to Gene for the photos.)*





**TRICK OR TREAT PATH**

We handed out candy for a full uninterrupted 2 plus hours. We gave out the remaining rubber ducks and about 1,000 flyers for our Saturday Open Swim. I will send out a picture of the event with next week's report.

**SATURDAY OPEN SWIM**

Since we gave out almost 1,000 flyers to attend this Saturday's Open Swim for free we had to make some plans in case people were turned away. We are going to stick to the first 93 participants.

**SWIM LESSON INFORMATION**

Staff is working to finalize the winter lesson schedule including registration. We will have more information in next week's report. The next set of lessons will start on January 13, and we are working to have registration between Thanksgiving and Winter breaks.

**PRIVATE SWIM MEET**

We will be hosting a SMAC swim meet this Sunday (November 6) morning between 8am and Noon.

**AIRLINE SAFETY TRAINING**

Alaska Airlines renewed for us hosting their trainings for another year. They will be using our mid-afternoon opening to perform the trainings, which should not affect our other programming.

**DES MOINES CITY CURRENTS ADS**

Gene is working on a full-page and half-page ad for the Des Moines City Currents that will be out on November 21. The full-page ad will be to direct towards our website/email notification system and the half-page will be for the holiday swim on December 9.

**GRANTS**

I am wrapping up billing for three grants totaling \$130k to King County. I need to have them completed by November 30.

**BENCH PROJECT**

Staff and our volunteer are finishing their final bench in November. They have revarnished all of the benches in the facility.

**CLOSURE PROJECTS**

Quentin is working with Aquatic Specialties to get the equipment ordered for the back room repairs that were approved at the September meeting. We hope to have the parts on board, in case there is an emergency closure. Sourcing parts sometimes slows these repairs down, especially during the winter.

**COMPLAINT**

We received a complaint from a water exercise participant that the noodles were too tight in the deck storage unit for noodles. We are working to build another unit out of PVC to store the other half (excess) of the noodles to make access easier.

**HIRING**

We just completed our 114<sup>th</sup> digital job interest card, and staff will be hosting a lifeguard class of seven students that we have been training internally to pass the lifeguard class. The managers have been



working with them afterschool to pass the physical requirements that many do not have the skills to complete when they apply.

#### **OFFICE CLEANING**

The custodian had not cleaned the district offices for the last couple of months. They have refunded us for the last two months and are no longer providing the service. I will clean the office, if needed.

#### **GUTTER CLEANING**

Sound Cleaning is scheduled to be out next Thursday, November 9 to clean the roof and gutters. This is the first year we have had to clean the roof, but it is needed. We also clean the gutters to avoid damages.

#### **WCIA ANNUAL COMPACT**

I am attending a virtual training next Wednesday, November 8 between 10am and noon. The training will complete our annual compact, which is an insurance requirement and could lead to a fine.

#### **BILLING**

Quentin is finalizing billing for this year with the swim team and physical therapy rentals.

#### **DISTRICT CLERK UPDATE**

The district clerk wrapped up their second week of training and front desk work. Next week we will start training on some of the office/administration skills.

#### **FIT ON HEALTH INSURANCE AGREEMENT**

I received edits back from our legal's edits to a proposed insurance membership

#### **COMPUTER UPGRADES**

I approved the memory for the two front desk computers to be upgraded. This will cost about \$456 to be installed. This was recommended after we were having issues with the performance of the entry desk computers.

#### **FEATURED RESEARCH**

Joe mentioned an article that was on PBS's NewsHour. Below is a link to the article.

<https://www.pbs.org/newshour/show/swim-safety-advocates-aim-to-overcome-historic-racial-inequities>

#### **RESEARCH**

- Playing with fabric (NRPA) - <https://www.nrpa.org/parks-recreation-magazine/2023/november/playing-with-fabric/>
- I didn't know MRSC had that! (MRSC Insight Blog) - <https://mrsc.org/stay-informed/mrsc-insight/november-2023/mrsc-clerk-resources>
- Mudding through stubborn inflation and spooked bond markets (Governing) - <https://www.governing.com/finance/muddling-through-stubborn-inflation-and-spooked-bond-markets>
- New BI Department: make recreation accessible, inclusive for all (BI Review) - <https://www.bainbridgereview.com/life/new-bi-department-make-recreation-accessible-inclusive-for-all/>

- How an 8-acre green roof atop the Javitz Center is boosting NYC's biodiversity (Gothamist/NRPA SmartBrief) - <https://gothamist.com/news/how-an-8-acre-green-roof-atop-the-javits-center-is-boosting-nyc-biodiversity>
- It's never too late to become a strong swimmer. How to start (NPR Lifekit w/ Audio) - <https://www.npr.org/2023/06/27/1184622444/how-to-swim>

## **WEEK ENDING NOVEMBER 10:**

### **MAINTENANCE CLOSURE**

On Tuesday, November 7, 2023 a smell was reported by staff that would appear on and off throughout the day. We originally thought it might be some buckets of stored chemicals. Later in the day, the smell came back and it was much stronger during the girls swim practice. Staff worked with the coach to end the practice and evacuate the building. Puget Sound Energy came out to check for a gas leak, and the backroom CO monitor was moved to the pool deck. The CO monitor showed that the CO levels were 10 ppm (see chart below) when the pool was closed and a high of just below 30 ppm after the closure. All is within acceptable limits. Staff contacted MacMiller who sent a tech out Tuesday evening that arrived around 8pm and stayed until 9pm. The technician stated the CO leak was coming from the boiler and stated he could cut it off from the air handler. At that time the CO levels were minimal, so it was decided to leave it on overnight, and an air handler expert would come in the next morning. MacMiller came out on Wednesday morning, and it was determined that it would be best to not re-open and wait for a boiler expert. Staff determined that we would make an update in the early afternoon after the depth of the problem was determined.

On Tuesday it was determined that MacMiller would need to take the boiler unit apart to find the source of the leak. This would require 1.5 days of labor. It was decided at this time that we would be closed until Friday and send out an update after MacMiller has had time to ascertain the repairs needed.

**On Thursday MacMiller completed their testing, and it was determined the repair was not needed and no cracks were detected. We are reheating the pool and will re-open on Saturday. We will send an email notification out tomorrow (Friday) morning.**

Finally, thank you to staff for noticing this and staying on top of this. Emmitt and Quentin worked 13 hours on Tuesday to work with contractors to solve the problem and came in early on Wednesday.

## Effects of CO at Different Concentrations

12,800 ppm	Immediate effect; unconsciousness and danger of death in 1 to 3 minutes.	Information from Boiler and Machinery Engineering Bulletin, Federal Register, Vol 45 and Industrial Toxicology, 3rd. Edition.
6,400 ppm	Headache and dizziness in 1 to 2 minutes; unconsciousness and possible death in 10 to 15 minutes.	
3,200 ppm	Headache and dizziness in 5 to 10 minutes; unconsciousness and possible death in 10 to 15 minutes.	
1,500 ppm	Headache, dizziness and nausea, collapse in 20 minutes; unconsciousness and possible death in 2 hours.	
800 ppm	Headache, dizziness and nausea in 45 minutes; collapse, and possible death in 2 hours.	
400 ppm	Frontal headache and nausea after 1 to 2 hours. Life threatening after 3 hours.	
200 ppm	Should not be exposed to this level. Possible mild frontal headache in 2 to 3 hours.	
100 ppm	No poisoning symptoms for long time period. Allowable for several hours.	
35 ppm	Permissible exposure level. No apparent toxic symptoms	

### BOARD MEETING

Just a reminder that our board meeting is on Tuesday, November 14 at 7pm.

- Minutes – There were no edits to the October 10 and 24 minutes, so both will be listed in the consent agenda.
- October Financials – End of month financials are not presented until the 10<sup>th</sup> of each month. Since the agenda is out on November 9, we will move the October financials to the December meeting and the November and December financials to the January meeting.
- Public Hearing – The budget and levy public hearings will be held at the end of the meeting.
- Latest A.V. for Des Moines – We received our latest AV assessment sent out on Tuesday, November 7, the assessed value went up a little bit to \$6,225,651,664 from last week's estimate of \$6,214,036,064.
- Public Hearing posting – I am emailing Waterland Blog about our public hearing this afternoon.
- Aquatic Feasibility Study – I met with the Capital and Contracts Committee on Monday, November 6, and discussed the presentation at the board meeting. Stemper also sent in a request for additional funding that will be added as a discussion item on the agenda.
- Agenda Packet – The agenda packet and Zoom invite will be mailed later today.

### ELECTION UPDATE

Gene Achziger is leading after the first ballot count.





### TRICK OR TREAT PATH

Gene shared the following image of Emmitt and me at the event.

### COLIBRI ADS

Gene put together a full page ad for swim lessons, and another half page ad for the holiday swim.

Join us for Games • Prizes • Membership Raffle

**SATURDAY • DEC 9 • 1-3PM**

CALL-IN OR ONLINE REGISTRATION BEGINS NOV 18

# Winter Waterland

HOLIDAY SWIM AT THE POOL

www.MtRainierPool.com • 206.824.4722 • 22722 19<sup>th</sup> Ave S, Des Moines



Pssst. Hey grandparents:  
Swim passes  
make great gifts

## Santa is already thinking about next summer

Be ready for outdoor water fun next summer when you **sign kids up for swim lessons this winter.**

Don't wait. **Enjoy the fun all vacation long next summer.**

Either way, the gift of **swim lessons opens up huge academic, recreational and eventual career choices.**

Swimming is a low-impact exercise that can **keep kids physically healthy for the rest of their lives.** And adults, remember **it's never too late to learn to swim.**

**Winter registration** for current students begins Nov. 28. Sign-ups for new students starts Dec. 16.

**KEEP ON TOP** of all the Mount Rainier Pool news regarding lesson registrations and pool events by signing up for our on-line notifications.



Scan the QR code to link to our swim lesson registration page



Scan the QR code to link to our notifications page



**Mount Rainier Pool**  
22722 19<sup>th</sup> Ave S  
Des Moines  
206.824.4722  
[www.MtRainierPool.com](http://www.MtRainierPool.com)

### PEACHJAR

We will be posting flyers to Peachjar next week. They will include the two Colibri ads above and our next schedule.

### OPEN SWIM

We gave out about 1,000 flyers to come into the Saturday (November 4) Open Swim. We usually are above half full for the \$1 swim. We ended up only having 10 people attend.

### RECRUITMENT

This week there were five applicants for lifeguarding that staff will interview next week.



## MIDWAY PTSA SWIM

On Saturday, November 18, we will be having our first PTSA swim for the year. The event will be from 2-5pm with the K-2 grade swimmers from 2:10-2:55pm and the 3-6 grade swimmers from 3-4pm. The swimmers can use the lobby up until 4:45pm and cleaning is from 4:45-5pm.

## GRANTS

Gene and I met on Tuesday, November 7 and completed an extension for the grants. We are finalizing billing before Thanksgiving with a deadline of November 30.

## LIFEGUARD CLASS

Class starts on November 18. We currently have seven participants.

## GRAFFITI REMOVAL

Highline School District was out to remove graffiti on Tuesday that was on the back of our building.

## GUTTER AND ROOF CLEANING

Sound Cleaning will be out later today to clean the gutters and roof. This is to protect the gutters and roof from damage.

## ROOF LEAK

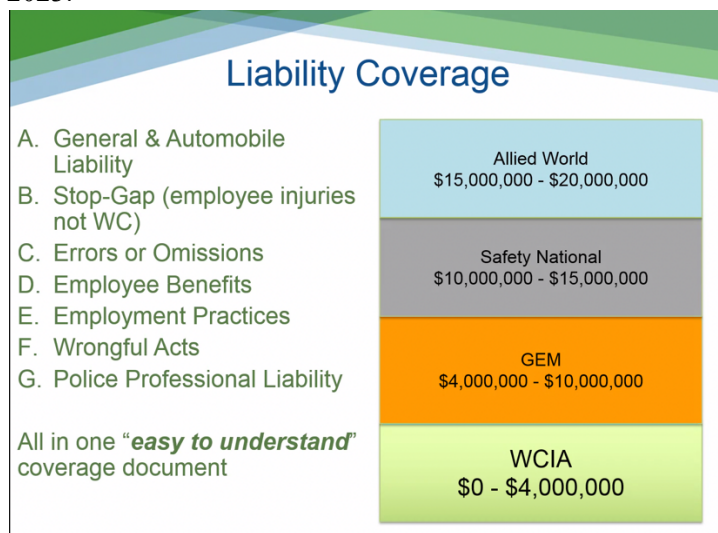
We had a roof leak over the weekend that resulted in some leaking in the men's locker room. The city's project manager believes the previously scheduled gutter cleaning should resolve the issue, but staff is keeping an eye out.

## IN-SERVICE

Staff will have an in-service on Saturday, November 18. Quentin will mention this at our November 14 meeting.

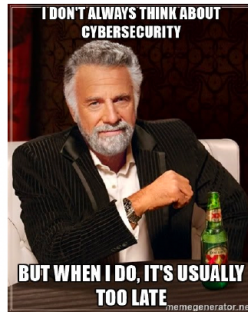
## WCIA COMPACT

I attended the A-Z Training on Wednesday, November 8. This completed our compact requirements for 2023.



## Cyber Liability

Protects your agency from hackers and criminals that could steal internal or consumer information. In the event of a breach, this policy covers the costs associated with failures safeguarding your data and protecting your customers.



### WRPA AQUATICS MEETING

- May 15 Water Safety Day State Program – The state is adopting a water safety holiday on May 15. Quentin can explain more at our next meeting.
- Free Life Jackets – We may be eligible for free life jackets. April Pool's Day event holders that perform certain training stations will be eligible for free life jackets. Last year we performed most of these trainings and should be in line to apply for the free life jackets.
- New Drowning Statistics – It was reported that there were dramatic increases in drownings of adults over 47, and that 65 and older is now the largest demographic for drowning.

### RESEARCH

- When hate comes to town: addressing racist and antisemitic public comment at meetings (MRSC Insight Blog) - <https://mrsc.org/stay-informed/mrsc-insight/november-2023/addressing-hate-speech-at-meetings>
  - Neo-Nazis bomb city hall meeting in Ellensburg (MRSC/Daily Record) - [https://www.dailyrecordnews.com/ellensburg/neo-nazis-zoombomb-city-council-meeting-in-ellensburg/article\\_00a3ea34-7da7-11ee-8623-d7bb190a60af.html](https://www.dailyrecordnews.com/ellensburg/neo-nazis-zoombomb-city-council-meeting-in-ellensburg/article_00a3ea34-7da7-11ee-8623-d7bb190a60af.html)
- Can public officials block you on social media? It's up to the Supreme Court (NPR) - <https://www.npr.org/2023/10/31/1208256078/supreme-court-social-media-public-officials-blocking>



# Des Moines Pool Metropolitan Park District

October 10, 2023

7:00 p.m.

Hybrid (Mt. Rainier Pool and Remote Online)

## MINUTES SPECIAL MEETING

### CALL TO ORDER/ROLL CALL

President Young called the meeting to order at 7:00 p.m. Also present were Commissioners Campbell, Dusenbury, Stender, and Achziger, District General Manager Deschenes, Aquatics Manager Knox, City of Des Moines Project Manager, Scott Romano, and Stemper Architects, Melody Leung and Sally Crone.

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

**ADOPTION/MODIFICATIONS OF AGENDA** – There were no modifications to the agenda as it was a special meeting.

**ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS** – None

**PUBLIC COMMENT** - None

### 6. BUSINESS: Presentation and Question and Answer from Stemper Architects on Mount Rainier Pool Conditions Assessment and Feasibility Study

Stemper Architects presented the final draft of the Conditions Assessment and Feasibility Study for the Mount Rainier Pool. The report is available in the October 10's agenda packet.

After the report was presented the board, staff and representatives were able to ask questions about the report for clarification. The presentation was recorded and a link to the video is available by request.

The board will review the report and discuss it at the October 24 regular board meeting.

### ADJOURNMENT

With no further business the meeting was adjourned at 8:07pm.

### UPCOMING MEETINGS

- November 14, 2023, Regular Board Meeting, 7:00pm, Location: Hybrid (DMPMPD Offices and Online)

Respectfully submitted by Scott Deschenes, District General Manager.

Des Moines Pool Metropolitan Park District Board of Commissioners

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

**22722 19<sup>th</sup> Avenue South, Des Moines, WA 98198 (Mailing Address)**

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

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

**Des Moines Pool Metropolitan Park District  
Special Meeting Minutes – 10/10/2023**

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Commissioner Young

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Commissioner Dusenbury

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Commissioner Campbell

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Commissioner Stender

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Commissioner Achziger

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District Clerk, Vacant

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

**22722 19<sup>th</sup> Avenue South, Des Moines, WA 98198 (Mailing Address)**

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

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



# Des Moines Pool Metropolitan Park District

October 24, 2023

7:00 p.m.

Hybrid (DMPMPD District Office and Remote Online)

## MINUTES REGULAR MEETING

### CALL TO ORDER/ROLL CALL

Clerk of the Board Dusenbury called the meeting to order at 7:00 p.m. Also present were Commissioners Campbell, Stender, and Achziger; and District General Manager Deschenes. Commissioner Achziger moved to excuse President Young from the meeting due to business travel. Commissioner Campbell 2<sup>nd</sup>. The motion passed 4-0.

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

**ADOPTION/MODIFICATIONS OF AGENDA** – None, but the District GM announced that he updated the originally sent packet on the morning of Monday, October 23. All commissioners were sent an email, and the website included a note about the update on the website's governance page.

**ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS** – The District GM notified the board that the Association of Washington Cities is offering an elected officials training on December 9. He would send out more information as part of the weekly report, and that if any board members were interested, they could contact him directly.

**PUBLIC COMMENT** - None

### CONSENT AGENDA

Commissioner Achziger moved to approve the Consent Agenda including the vouchers and electronic transfer requests processed in September totaling \$114,046.08. Commissioner Stender 2<sup>nd</sup>. The motion passed 4-0.

### EXECUTIVE SESSION BUSINESS

#### 7a. Executive Session, HSD Lease

There was no business for the executive session. The District GM notified the board that the District has not received any messages from Highline School District since the lease agreement response was sent by certified mail on August 29.

### OLD BUSINESS

#### 8a. Aquatic Managers Report

The District GM notified the board that the Aquatics Manager was not present due to a personal issue, and that he would be making the presentation. The District GM reported that attendance participation was down to over \$1,000 in refunds being processed, low summer camp attendance and the most lessons offered since before the pandemic.

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

**22722 19<sup>th</sup> Avenue South, Des Moines, WA 98198 (Mailing Address)**

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

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



## **Des Moines Pool Metropolitan Park District Meeting Minutes – 10/24/2023**

The District GM also notified the board that participants that missed two or more lessons will be notified that they will not be allowed to register as current students and will have to wait to register as new students. He also gave updates on rentals, physical therapy, and events. A copy of the report is included in the agenda packet and the video of the meeting can be requested by public records request.

### **8c. Aquatic Feasibility Study Review and Retreat**

The District GM suggested a path forward for him to meet with separate committees: capital and contracts, finance, and public outreach to discuss the elements of the plan moving forward including short-term and long-term plans to address the needs addressed by the conditional assessment study. After discussion, Clerk of the Board Dusenbury directed the District GM to create a to do list, develop an engagement group, and how to approach the Capital Facilities Advisory Committee (CFAC) with Highline School District. The video of the meeting can be requested by public records request.

### **8c. District Clerk Update**

The District GM updated the board that the district had hired Angela Melum as the Front Desk/Administration Specialist. The board had directed the District GM to create and fill the position. Their first day will be Wednesday, October 25.

### **8d. 2024 Staffing Recommendations**

The District GM presented 2024 staffing recommendations. Clerk of the Board recommended, and the Board concurred that President Young lead a review/evaluation of the District GM's job performance. A copy of the report is included in the agenda packet and the video of the meeting can be requested by public records request.

## **NEW BUSINESS**

### **9a. 2024 Preliminary Budget**

The District GM presented the 2024 budget and levy information. The District GM presented the 2024 gave options for the budget and levy including an optional retreat. Commissioner Stender moved for the District GM to present the budget and levy at the November 14 public hearing. Commissioner Campbell 2<sup>nd</sup>. The motion passed 4-0.

### **9b. Retreat Scheduling**

There is no retreat scheduled at this time. The board elected to combine the budget and levy presentations into one public hearing, so an additional meeting was not needed.

## **GOOD OF THE ORDER**

Commissioner Dusenbury recommended the board watching a PBS Weekend story about inclusion in swimming. The District GM stated he would add it to the weekly report. The District GM announced he nominated the aquatics manager for an award. Commissioner Achziger gave an update on the Trick or Treat Path on Tuesday, October 31. The District GM invited the board to the Spooky Swim on Saturday, October 28.

## **ADJOURNMENT**

With no further business the meeting was adjourned at 8:26pm.

## **UPCOMING MEETINGS**

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

**22722 19<sup>th</sup> Avenue South, Des Moines, WA 98198 (Mailing Address)**

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

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

**Des Moines Pool Metropolitan Park District  
Meeting Minutes – 10/24/2023**

- November 14, 2023, Regular Board Meeting, 7:00pm, Location: Hybrid (DMPMPD Offices and Online)
- December 12, 2023, Regular Board Meeting, 7:00pm, Location: Hybrid (DMPMPD Offices and Online)

Respectfully submitted by Scott Deschenes, District General Manager.

Des Moines Pool Metropolitan Park District Board of Commissioners

_____ Commissioner Young	_____ Commissioner Dusenbury
_____ Commissioner Campbell	_____ Commissioner Stender
_____ Commissioner Achziger	_____ Vacant, District Clerk

**22015 Marine View Drive South, Suite 2B, Des Moines WA 98198 (Physical Location)**  
**22722 19<sup>th</sup> Avenue South, Des Moines, WA 98198 (Mailing Address)**

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



## Special District Voucher Approval Document

KC v2.0

Scheduled Payment Date: 10/03/2023

Total Amount: \$4,054.58

Control Total: 4

Payment Method: WARRANT

District Name: Des Moines Pool Metropolitan Park District

File Name: AP\_DMPOLPRK\_APSUPINV\_20230928100611.csv

Fund #: 170950010

### CONTACT INFORMATION

Preparer's Name: Scott DeschenesEmail 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)) :

<u>Scott Deschenes</u> 2E03815D7130480...	<u>9/28/2023</u>
Authorized District Signature	Date
 Authorized District Signature	 Date
 Authorized District Signature	 Date

DocuSigned by: <u>Joe Dusenbury</u> 5E8DDA9899F2474...	<u>9/29/2023</u>
Authorized District Signature	Date
 Authorized District Signature	 Date
 Authorized District Signature	 Date

### SUBMIT SIGNED DOCUMENT TO:

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

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

### KING COUNTY FINANCE USE ONLY:

Batch Processed By: \_\_\_\_\_

Date Processed: \_\_\_\_\_



## Special District Voucher Approval Document

KC v2.0

**District Name:** Des Moines Pool Metropolitan Park District**File Name:** AP\_DMPOLPRK\_APSUPINV\_20230928100611.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
ABS			19002	08/01/2023	\$90.00	AUGUST OFFICE CLEANING SERVICES
AWC - VIMLY BENEFIT SOLUTIONS, INC			48530	09/18/2023	\$2,267.94	JULY/AUGUST LATE + SEPTEMBER
HIGHLINE WATER DISTRICT			09262023HWD	09/26/2023	\$1,346.18	AUGUST/SEPTEMBER H2O FEES
W.M. SMITH & ASSOCIATES, INC.;			29599	09/22/2023	\$350.46	PARTS FROM DIVING BOARD REPAIR



## Special District Voucher Approval Document

KC v2.0

Scheduled Payment Date: 10/09/2023

Total Amount: \$11,831.97

Control Total: 5

Payment Method: WARRANT

District Name: Des Moines Pool Metropolitan Park District

File Name: AP\_DMPOLPRK\_APSUPINV\_20231002124848.csv

Fund #: 170950010

### CONTACT INFORMATION

Preparer's Name: Scott DeschenesEmail 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)) :

<u>Scott Deschenes</u> 2E03815D71304B0...	<u>10/2/2023</u>
Authorized District Signature	Date
 Authorized District Signature	 Date
 Authorized District Signature	 Date

DocuSigned by:

<u>Joe Dusenbury</u> 5E8DDA9899F2474	<u>10/3/2023</u>
Authorized District Signature	Date
 Authorized District Signature	 Date
 Authorized District Signature	 Date

### SUBMIT SIGNED DOCUMENT TO:

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Batch Processed By: \_\_\_\_\_

Date Processed: \_\_\_\_\_





## Special District Voucher Approval Document

KC v2.0

**District Name:** Des Moines Pool Metropolitan Park District**File Name:** AP\_DMPOLPRK\_APSUPINV\_20231002124848.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
COLIBRI NORTHWEST, LLC			189NP	10/02/2023	\$465.00	FALL 23 NP CITY SCENE AD
MACDONALD-MILLER FACILITY SOLUTIONS			SVC274767	09/28/2023	\$7,253.39	DOWNSPOUT REPAIRS SEPT 2023
NORTHWEST LANDSCAPING SERVICES			CD50340299	10/01/2023	\$620.96	OCTOBER LANDSCAPING SERVICES
SNURE LAW OFFICE			10012023BSL	10/01/2023	\$165.00	SEPTEMBER LEGAL SERVICES
US BANK			10012023USB	09/11/2023	\$3,327.62	BALANCE ON CREDIT CARD. OTHER HALF PAID LAST MONTH



## Special District Voucher Approval Document

KC v2.0

Scheduled Payment Date: 10/11/2023

Total Amount: \$1,778.22

Control Total: 5

Payment Method: WARRANT

District Name: Des Moines Pool Metropolitan Park District

File Name: AP\_DMPOLPRK\_APSUPINV\_20231005150142.csv

Fund #: 170950010

### CONTACT INFORMATION

Preparer's Name: Scott DeschenesEmail 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: <u>Scott Deschenes</u> 2E03815D71304B0	<u>10/5/2023</u>
Authorized District Signature	Date
 Authorized District Signature	 Date
 Authorized District Signature	 Date

DocuSigned by: <u>Joe Dusenbury</u> 5E8DDA9899F2474	<u>10/5/2023</u>
Authorized District Signature	Date
 Authorized District Signature	 Date
 Authorized District Signature	 Date

### SUBMIT SIGNED DOCUMENT TO:

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

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

### KING COUNTY FINANCE USE ONLY:

Batch Processed By: \_\_\_\_\_

Date Processed: \_\_\_\_\_



## Special District Voucher Approval Document

KC v2.0

**District Name:** Des Moines Pool Metropolitan Park District**File Name:** AP\_DMPOLPRK\_APSUPINV\_20231005150142.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
ABS			19159	10/01/2023	\$90.00	OCTOBER DISTRICT OFFICES CLEANING
CENTRAL WELDING SUPPLY			RN09232682	09/30/2023	\$80.92	750ML REFILL
CITY OF DES MOINES			275	10/05/2023	\$805.00	SEPTEMBER CONTRACTED PROJECT MGMT SVCS
DATAQUEST, LLC			21908	09/30/2023	\$58.00	TWO BACKGROUND CHECKS
LINDA RAY			202309-01	10/03/2023	\$744.30	SEPTEMBER CONTRACTED BOOKKEEPING SVCS



## Special District Voucher Approval Document

KC v2.0

Scheduled Payment Date: 10/19/2023

Total Amount: \$6,150.03

Control Total: 6

Payment Method: WARRANT

District Name: Des Moines Pool Metropolitan Park District

File Name: AP\_DMPOLPRK\_APSUPINV\_20231013100434.csv

Fund #: 170950010

### CONTACT INFORMATION

Preparer's Name: Scott DeschenesEmail 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: <u>Scott Deschenes</u> 2E03815D71304B0...	<u>10/13/2023</u>
Authorized District Signature	Date
 Authorized District Signature	 Date
 Authorized District Signature	 Date

DocuSigned by: <u>Shane Young</u> 8116619AAC1C481	<u>10/13/2023</u>
Authorized District Signature	Date
 Authorized District Signature	 Date
 Authorized District Signature	 Date

### SUBMIT SIGNED DOCUMENT TO:

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

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

### KING COUNTY FINANCE USE ONLY:

Batch Processed By: \_\_\_\_\_

Date Processed: \_\_\_\_\_



## Special District Voucher Approval Document

KC v2.0

**District Name:** Des Moines Pool Metropolitan Park District**File Name:** AP\_DMPOLPRK\_APSUPINV\_20231013100434.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
CENTRAL WELDING SUPPLY			CG134268	10/09/2023	\$419.39	OCT 9 CO2 DELIVERY
CMIT SOLUTIONS EASTSIDE			12141	09/30/2023	\$1,701.00	OCT IT SERVICE PAYMENT
CMIT SOLUTIONS EASTSIDE			12196	09/30/2023	\$1,994.93	DISTRICT CLERK COMPUTER REPLACEMENT
CMIT SOLUTIONS EASTSIDE			12215	09/30/2023	\$228.49	OCT TELEPHONY SERVICE PAYMENT
DEPARTMENT OF RETIREMENT SYSTEMS			101323DCP	10/13/2023	\$1,685.29	OCT 23 STAFF DCP PAYMENTS
JOE DUSENBURY			9132023CCJD	10/13/2023	\$120.93	CC REIMBURSEMENT FOR PRINTING



# Special District Voucher Approval Document

KC v2.0

Scheduled Payment Date: 10/25/2023

Total Amount: \$5,209.68

Control Total: 5

Payment Method: WARRANT

District Name: Des Moines Pool Metropolitan Park District

File Name: AP\_DMPOLPRK\_APSUPINV\_20231019092235.csv

Fund #: 170950010

## CONTACT INFORMATION

Preparer's Name: Scott DeschenesEmail 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)) :

<u>Scott Deschenes</u> 2E03815D71304B0...	<u>10/19/2023</u>
Authorized District Signature	Date
 Authorized District Signature	 Date
 Authorized District Signature	 Date

DocuSigned by:

<u>Joe Dusenbury</u> 5E8DDA9899F2474	<u>10/20/2023</u>
Authorized District Signature	Date
 Authorized District Signature	 Date
 Authorized District Signature	 Date

## SUBMIT SIGNED DOCUMENT TO:

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

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

## KING COUNTY FINANCE USE ONLY:

Batch Processed By: \_\_\_\_\_

Date Processed: \_\_\_\_\_





## Special District Voucher Approval Document

KC v2.0

**District Name:** Des Moines Pool Metropolitan Park District**File Name:** AP\_DMPOLPRK\_APSUPINV\_20231019092235.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
AQUATIC SPECIALTY SERVICES			1126-9	09/27/2023	\$1,292.52	SEPTEMBER 23 CHARGES INCLUDING CHEMS
AQUATIC SPECIALTY SERVICES			8002-1	10/17/2023	\$516.48	CHEMICAL REFILLS
JACK BERG			10182023JB	10/19/2023	\$249.00	LG CLASS REIMBURSEMENT FOR WORKING AT MRP
RECOLOGY			0004433906	09/30/2023	\$456.06	SEPTEMBER 23 CHARGES
US BANK			09112023BAL	10/19/2023	\$2,695.62	BALANCE DUE FROM SHORT-PAYMENT FOR 9/11/23

## ELECTRONIC PAYMENT REQUEST FORM



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

Payment Settlement Date 10/09/2023

**PAYMENT INFORMATION**

☐ ACH Credit Pay Code (BENXX, GENXX, PAYXX) \_\_\_\_\_
 ☐ ACH Debt Pay Code (COLXX) \_\_\_\_\_
 ☒ Automatic Withdrawal  
☐ Book Transfer (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 PE 10-08-2023	170950010			24219			30,297.46
2								
3								
4								
5								
6								
7								
8								
9								
10								
<b>Total</b>								\$ 30,297.46

**PAYEE INFORMATION**

Company \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**BANK INFORMATION FOR WIRE PAYMENTS**

Bank Name \_\_\_\_\_ Name on Bank Account \_\_\_\_\_  
 Bank Routing # \_\_\_\_\_ Bank Account # \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Reference \_\_\_\_\_

**CONTACT INFORMATION** Typed or Printed


Contact Name Scott Deschenes, District Manager Organization Des Moines Pool Metropolitan Park District  
 Email scitt.deschenes@desmoinespool.org Phone # (206) 429-3852 Ext \_\_\_\_\_ Fax # \_\_\_\_\_

**AUTHORIZATION** Certification for Payment (By Authorized Signer) RCW 42.24.080

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

Signature Joe Duesenberry Title Clerk of the Board Date 10/10/2023  
 Print Name Joe Duesenberry Phone # (206) 429-3852 Email mypeggysue@me.com

## ELECTRONIC PAYMENT REQUEST FORM

  
**King County** Department of Executive Services  
 Finance & Business Operations Division  
 KSC-ES-710  
 201 S Jackson ST Ste 710  
 Seattle, WA 98104  
 Email: [cash.management@kingcounty.gov](mailto:cash.management@kingcounty.gov)

Payment Settlement Date 10/20/2023**PAYMENT INFORMATION**

☐ ACH Credit Pay Code (BENXX, GENXX, PAYXX) \_\_\_\_\_ ☐ ACH Debt Pay Code (COLXX) \_\_\_\_\_ ☒ Automatic Withdrawal  
☐ Book Transfer (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 PE 10-25-2023	170950010			24219			26,354.54
2								
3								
4								
5								
6								
7								
8								
9								
10								
<b>Total</b>								\$ 26,354.54

**PAYEE INFORMATION**

Company \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**BANK INFORMATION FOR WIRE PAYMENTS**

Bank Name \_\_\_\_\_ Name on Bank Account \_\_\_\_\_  
 Bank Routing # \_\_\_\_\_ Bank Account # \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Reference \_\_\_\_\_

**CONTACT INFORMATION** Typed or Printed

Contact Name Scott Deschenes, District Manager Organization Des Moines Pool Metropolitan Park District  
 Email scitt.deschenes@desmoinespool.org Phone # (206) 429-3852 Ext \_\_\_\_\_ Fax # \_\_\_\_\_

**AUTHORIZATION** Certification for Payment (By Authorized Signer) RCW 42.24.080

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

Signature Joe Duesenberry Title Clerk of the Board Date 10/20/2023  
 Print Name Joe Duesenberry Phone # (206) 429-3852 Email mypeggysue@me.com

## Des Moines Pool Metropolitan Park District

### AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 7a Assigned to: Legal

Meeting Date: 11/14/2023

Under: Executive Session Business

Attachment: None

Subject: HSD Lease Extension

#### Background/Summary:

At the January 18, 2022, regular meeting, the board of commissioners directed the District General Manager to reach out to the Highline School District about the lease extension, which a letter to renew was due by April 30, 2022.

At the March 15 regular meeting, the board directed the District GM to send a letter to extend the Mount Rainier Pool lease. This letter was sent and confirmed to be received from the Highline School District before the deadline. The District General Manager and Highline School District have met and will continue to meet on the lease extension.

Since this is a contract negotiation, the District GM is notifying the board of progress, but no proposed agreement will be presented. This is to ensure the District GM negotiations reflect the direction of the board.

At the July 19 Regular Board Meeting, it was requested that all board members make comments and edits by August 2, 2022. The District GM met with the Capital and Contracts Committee on August 3 to go over all edits for recommendations to the full board. The board will go over the proposed edits at the meeting to go back to the school district for negotiations.

UPDATE: A certified (mail) response was mailed on Tuesday, August 29. At the time this packet was sent out, we have received no formal response.

At the time of sending this agenda packet, the district has not received a formal response from the school district on the lease.

Fiscal Impact: N/A

**Chair Announcement:** Executive Session: We will now go into executive session pursuant to RCW 42.30.110(1)(b) to meet with legal counsel to discuss to consider the lease of real property.

- The executive session will be for \_\_\_\_\_ minutes until \_\_\_\_:\_\_\_\_.

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

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

#### Two Touch Rule:

8/03/22

**Committee Review**

3/15/22

**First Board Meeting (Informational)**

To be determined

**Second Board Meeting (Action)**

**Action Taken:** Adopted \_\_\_\_\_ Rejected \_\_\_\_\_ Postponed \_\_\_\_\_

**Follow-up Needed:** Yes \_\_\_\_\_ No \_\_\_\_\_ Report back date: \_\_\_\_\_

Notes: - None

## Des Moines Pool Métropolitain Park District

### AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 8a Assigned to: District GM

Meeting Date: 11/14/23

Under: Old Business

Attachment: Yes

**Subject:** Financial Report – Quarter 3 (July-September 2023)

**Background/Summary:**

The Q2 Financial Report includes Revenue, Expenses and Physical Reports for Quarter 3, July 1 through September 30, 2023.

**Fiscal Impact:** N/A

**Proposed Motion:** No motion. Informational only.

Reviewed by District Legal Counsel: Yes ADD No        Date: ADD

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

**Action Taken:** Adopted        Rejected        Postponed       

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

**Notes:**

- Q3 2023 Financial Report
- Q3 (July 1-September 30) Expense Reports



**Third Quarter (Q3) 2023 Financial Status Report**  
**DES MOINES POOL M.P.D./ MOUNT RAINIER POOL**  
**November 14, 2023**

July 1 – September 30, 2023, Financial Activity reports –have been reviewed, reconciled, and adjusted to reflect all activity of the district that has flowed through the King County Treasurer’s office. The report represents the third quarter results for fiscal year 2023.

The General Fund records all of the activities of the district and the district has a separate Capital Reserve Fund. All of the financial transactions of the district are recorded within General Fund and the balance will fluctuate from month to month, while the reserve account receives its funds on an annual basis in keeping with the districts goal to build up the fund balance for future capital projects.

The balances in each of these funds on September 30, 2023, are:

- General Fund – \$1,079,270.70
  - Capital Reserve - \$ 525,000.00
- Total Available Funds \$1,604,290.70

The cash flow chart and associated data has been developed to focus on the activity of the “General Fund”, but the combined cash balance reflects the total of both the general fund and the reserve fund. This is just before the first major draw of property taxes that will occur during the second quarter (July-September).

The third quarter analysis is an affirmation of expenditures being on target to be lower than projections and a verification of ending fund balances for the previous fiscal period.

**REVENUES**

Revenues of the district fall within five categories as reflected in the following chart:

	<b>Budget</b>	<b>YTD</b>	<b>%*</b>
Beginning Balance	\$900,000	\$1,352,022.27	150%
Taxes	\$1,295,380	\$607,048.30	47%
Charges for Service	\$25,000	\$25,000.00	100%
Interest	\$15,000	\$35,684.14	238%
Grant (Capital)-NEW!*	\$100,000	\$0.00	0%
Over the Counter**	\$200,000	\$94,987.92	48%
Transfer from Reserves***	\$75,000	\$0.00	0%

*\*75% target through September.*

*\**

*\*Estimate billing for grant in Q4 of 2023.*

*\*\*Behind on billings for swim team, grant, and other revenues. See section below.*

*\*\*\*\*Transfers to reserves are made at the final board meeting of each year.*

The primary revenue source for the District is the collection of property taxes. The majority of property tax is collected in April/May and then again in October/November. The second quarter results reflect this cash flow cycle with the exception of the beginning fund balance.

The district is behind on collecting revenues for over the counter. The following are revenues the district should collect in quarter three that would normally be included in this report.

• Swim Team Charges	\$59,000.00
• DMLF Grant for Staff Certifications	\$7,300.00
• KCYAS/DMLF Swim Lesson Grant	\$24,999.00*
• RETT Physical Therapy	Unknown at this time.
• KCYAS Swim Lesson Grant	\$5,000.00
Totals	\$96,299.00

If we had received these grants for services, the cost recovery for over the counter would be 95.6% at this time. We should be on schedule to meet our revenue goals by the end of the year.

We will also be eligible to receive another \$100,000 of reimbursements for our aquatic feasibility study/conditions assessment. These monies should help replete the general and capital reserve funds. A motion will be made in December to balance these accounts.

The Expenditure report for September 30 reflects the activities of the district, which have been segregated into categories. I have summarized the budget appropriations for each function to allow you to analyze the activities separate from one another.

	Budget	YTD	%
Administration	\$333,587.60	\$226,858.71	68.01%
Administration	\$1,405,502.40	\$782,190.01	55.65%
Capital Reserve*	\$159,500.00	\$87,159.94	54.65%
Transfer to Reserves**	\$75,000.00	\$0.00	0%
Totals	\$1,935,380	\$721,330.08	55.45 (75% Target)

*\*Capital Reserve expenditures have \$100k covered by an Aquatic Facilities Grant that should cover almost all of the current fees.*

*\*\*Transfers to reserves are made at the last regular board meeting of each year. Currently, \$75,000 plus unused maintenance fees will be transferred.*

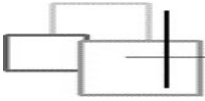
Each of these categories has individual line-item allocations via the annual budget process. The monthly expenditure reports reflect the line-item detail. The year-to-date totals for administration and pool facility operations are within the budget expectation of 75% for the third quarter. Variances include continued usage of the district offices past budgeted amount, the effects of inflation on utilities and other services, and increased programming to meet grant generated revenue needs. We are working to adjust these totals in future reports.

The total expenditures for the District as of September 30, 2023, are at 55.45% of budget. This is well under the anticipated level of 75%.

The next quarterly report will be presented to the board at its February 2024 meeting for the fourth quarter (Q4) of 2023 (October 1 through December 31).

**MORE INFORMATION**

As always, please do not hesitate to ask any questions or let me know if you need additional information.



### 3rd Quarter Expenditures - 2023

Category/ Acct #	Reference	Jul 2023	Aug 2023	Sep 2023	3rd Qtr Expense	YTD Expense	2023 Budget	Budget Balance	% of Budget
									Target 75% (9 of 12 months).
Salaries & Wages									
001-000-000-576-20-10-00	Commissioners - Subsidies	\$1,087.31	\$1,029.70	\$816.40	\$2,933.41	\$8,915.96	\$24,000.00	\$15,084.04	37.15%
001-000-000-576-20-10-01	District Manager - Wage	\$6,247.66	\$6,232.65	\$6,232.65	\$18,712.96	\$56,185.67	\$105,000.00	\$48,814.33	53.51%
001-000-000-576-20-10-02	District Clerk -Wage	\$165.24	\$0.00	\$0.00	\$165.24	\$27,456.88	\$37,377.60	\$9,920.72	73.46%
001-000-000-576-21-10-01	Aquatics Mgr -Wage	\$4,890.09	\$5,610.09	\$5,611.67	\$16,111.85	\$49,624.72	\$91,582.40	\$41,957.68	54.19%
001-000-000-576-21-25-02	Aquatic Coordinators (2)	\$4,677.02	\$4,677.01	\$4,678.59	\$14,032.62	\$41,961.70	\$74,755.20	\$32,793.50	56.13%
001-000-000-576-21-30-03	Lead Lifeguard	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51,251.20	\$51,251.20	0.00%
001-000-000-576-21-30-04	PPT Lifeguards	\$2,067.93	\$3,224.07	\$2,422.51	\$7,714.51	\$25,416.83	\$100,713.60	\$75,296.77	25.24%
001-000-000-576-21-30-02	Instructors	\$3,140.05	\$19,644.03	\$12,590.08	\$35,374.16	\$73,937.96	\$90,000.00	\$16,062.04	82.15%
001-000-000-576-21-32-02	Head Lifeguards	19517.19	\$12,316.26	\$7,553.16	\$39,386.61	\$71,140.77	\$35,000.00	(\$36,140.77)	203.26%
001-000-000-576-21-30-01	TPT Lifeguards (Various)	\$12,792.23	\$10,396.07	\$10,059.94	\$33,248.24	\$85,813.29	\$195,000.00	\$109,186.71	44.01%
001-000-000-576-21-30-05	Water Exercise Instructor		\$0.00	\$0.00	\$0.00	\$1,121.12	\$12,500.00	\$11,378.88	8.97%
	Total Salaries & Wages	\$54,584.72	\$63,129.88	\$49,965.00	\$167,679.60	\$441,574.90	\$817,180.00	\$375,605.10	54.04%
Taxes & Misc									
001-000-000-576-21-21-19	Payroll Taxes	\$17,402.54	\$20,213.58	\$15,885.09	\$53,501.21	\$133,286.76	\$200,000.00	\$66,713.24	66.64%
001-000-000-576-21-33-04	Overtime (OT)	\$0.00	\$0.00	\$244.49	\$244.49	\$2,683.00	\$5,000.00	\$2,317.00	53.66%
001-000-000-576-21-33-05	Family Medical Leave (FMLA)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	\$500.00	0.00%
001-000-000-576-21-33-00	Sick Pay	\$0.00	\$0.00	\$0.00	\$0.00	\$1,111.36	\$3,500.00	\$2,388.64	31.75%
	Total Taxes & Misc	\$17,402.54	\$20,213.58	\$16,129.58	\$53,745.70	\$137,081.12	\$1,843,360.00	\$823,129.08	7.44%
Personal Benefits									
001-000-000-576-21-22-30	Personal Benefits (AWC/DRS)	\$2,267.94	\$10,648.95	\$2,587.78	\$15,504.67	\$30,891.76	\$76,000.00	\$45,108.24	40.65%
001-000-000-576-20-22-40	Fringe Benefits (Car, Mileage)	\$120.00	\$135.00	\$135.00	\$390.00	\$1,155.00	\$2,000.00	\$845.00	57.75%
001-000-000-576-21-25-05	Incentive Pay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,500.00	\$7,500.00	0.00%
	Total Personal Benefits	\$2,387.94	\$10,783.95	\$2,722.78	\$15,894.67	\$32,046.76	\$78,000.00	\$45,953.24	41.09%
Office Supplies									
001-000-000-576-21-35-03	Office Supplies (Amazon/staples)	\$0.00	\$198.43	\$51.84	\$250.27	\$462.25	\$2,000.00	\$1,537.75	23.11%
001-000-000-576-20-35-00	Office Equipment (non-capitalized-SAA)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00	0.00%
001-000-000-576-20-35-01	Computer Equipment (Non-capitalized)	\$5,183.53	\$443.05	\$0.00	\$5,626.58	\$5,926.58	\$6,000.00	\$73.42	98.78%
	Total Office Supplies	\$5,183.53	\$641.48	\$51.84	\$5,876.85	\$6,388.83	\$10,500.00	\$4,111.17	60.85%
Maintenance & Repair Supplies									
001-000-000-576-21-31-00	Maintenance Supplies and Small Tools	\$0.00	\$265.40	\$586.84	\$852.24	\$1,392.22	\$3,500.00	\$2,107.78	39.78%
001-000-000-576-21-35-02	Janitorial Supplies & Services	\$0.00	\$399.45	\$211.32	\$610.77	\$2,815.34	\$7,700.00	\$4,884.66	36.56%
	Total Maintenance & Repair Supplies	\$0.00	\$664.85	\$798.16	\$1,463.01	\$4,207.56	\$11,200.00	\$6,992.44	37.57%
Pool Supplies									
001-000-000-576-21-40-00	Employee Recognition	\$0.00	\$75.00	\$75.00	\$150.00	\$642.64	\$2,000.00	\$1,357.36	32.13%
001-000-000-576-21-35-15	Special Pool Events	\$0.00	\$312.68	\$0.00	\$312.68	\$312.68	\$5,000.00	\$4,687.32	6.25%
001-000-000-576-21-42-06	Uniforms &Clothing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00	0.00%
001-000-000-576-21-43-06	First Aid Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$49.19	\$2,500.00	\$2,450.81	1.97%
001-000-000-576-21-49-01	Lifeguard Supplies & Equip	\$0.00	\$110.08	\$0.00	\$110.08	\$6,072.25	\$5,000.00	(\$1,072.25)	121.45%
	Total Pool Supplies	\$0.00	\$497.76	\$75.00	\$572.76	\$7,076.76	\$19,500.00	\$12,423.24	36.29%
Pool Equipment									
001-000-000-576-21-35-14	Misc Pool Equipment (ER&R)	\$0.00	\$0.00	\$55.91	\$55.91	\$830.51	\$6,000.00	\$5,169.49	13.84%
	Total Pool Equipment	\$0.00	\$0.00	\$55.91	\$55.91	\$830.51	\$6,000.00	\$5,169.49	13.84%
Professional Svcs - Clerical									
001-000-000-576-20-41-01	Consulting Contracts	\$0.00	\$0.00	\$661.00	\$661.00	\$2,924.20	\$5,000.00	\$2,075.80	58.48%
001-000-000-576-20-41-04	Legal Services Contract (Snure)	\$3,817.07	\$426.25	\$728.75	\$4,972.07	\$10,445.57	\$14,000.00	\$3,554.43	74.61%
001-000-000-576-20-41-05	Financial Management Software (VisionMS)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$3,000.00	0.00%
001-000-000-576-20-41-08	IT Admin/Computer Services (CMIT)	\$8,125.13	\$5,154.00	\$3,503.54	\$16,782.67	\$22,675.35	\$25,000.00	\$2,324.65	90.70%
001-000-000-576-20-41-14	IT Server Hosting	\$0.00	\$0.00	\$0.00	\$0.00	\$227.35	\$4,000.00	\$3,772.65	5.68%
001-000-000-576-20-49-10	Printing/Copying (Canon) *	\$222.66	\$138.59	\$61.66	\$422.91	\$826.71	\$460.00	(\$366.71)	179.72%
001-000-000-576-21-49-10		\$62.88	\$31.44	\$0.00	\$94.32	\$427.73	\$2,000.00	\$1,572.27	21.39%
001-000-000-576-21-42-03	Recreation Mgmt Software (CivicRec)	\$0.00	\$4,954.50	\$0.00	\$4,954.50	\$4,954.50	\$6,000.00	\$1,045.50	82.58%
001-000-000-576-21-42-04	Credit Card Transactions (Authorize.net)	\$0.00	\$77.30	\$78.20	\$155.50	\$506.64	\$2,000.00	\$1,493.36	25.33%
001-000-000-576-21-42-05	Payroll/HR Fees (Heartland)	\$685.28	\$768.74	\$655.58	\$2,109.60	\$5,485.98	\$6,000.00	\$514.02	91.43%
001-000-000-576-21-42-09	Timekeeping	\$0.00	\$264.24	\$264.24	\$528.48	\$2,478.94	\$2,500.00	\$21.06	99.16%
001-000-000-576-20-41-15	Website RFQ	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000.00	\$15,000.00	0.00%
	Total Prof Services-Front Offc	\$12,913.02	\$11,815.06	\$5,952.97	\$20,952.97	\$50,952.97	\$84,960.00	\$34,007.03	59.97%
Professional Svcs - Maintenance									
001-000-000-576-20-41-09	District Janitorial Services *	\$180.00	\$0.00	\$90.00	\$270.00	\$810.00	\$0.00	(\$810.00)	N/A*
001-000-000-576-20-41-03	Financial Services (Bookkeeping)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$10,000.00	0.00%
001-000-000-576-21-31-01	Custodial Qtly Deep Clean (See COVID)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,000.00	\$6,000.00	0.00%
001-000-000-576-21-31-02	CO2 Services (Central Welding)	\$146.53	\$295.91	\$25.19	\$467.63	\$2,543.13	\$5,000.00	\$2,456.87	50.86%
001-000-000-576-21-41-20	Gutter and Roof Management	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,000.00	\$4,000.00	0.00%
001-000-000-576-21-48-02	Rekey Services (Bill's Locksmith)	\$0.00	\$0.00	\$0.00	\$0.00	\$615.91	\$3,000.00	\$2,384.09	20.53%
001-000-000-576-21-41-30	Landscaping Services (NW Landscape)	\$1,813.02	\$604.34	\$620.96	\$3,038.32	\$6,060.02	\$8,000.00	\$1,939.98	75.75%
001-000-000-576-21-42-08	Water/Coffee (Mountain Mist)	\$73.84	\$128.83	\$0.00	\$202.67	\$1,019.91	\$1,750.00	\$730.09	58.28%
001-000-000-576-21-48-10	Maintenance Contract (MacD-Miller)	\$0.00	\$0.00	\$0.00	\$0.00	\$14,528.22	\$27,500.00	\$12,971.78	52.83%
001-000-000-576-21-48-11	Water Quality Main Contract (Aq Spec)	\$0.00	\$485.44	\$895.63	\$1,381.07	\$9,807.01	\$16,000.00	\$6,192.99	61.29%
	Total Prof Services-Maintenance	\$2,213.39	\$1,514.52	\$1,631.78	\$5,359.69	\$35,384.20	\$81,250.00	\$45,865.80	12.58%
Repairs & Maintenance									
001-000-000-576-21-48-00	Maintenance Services (non-contracted)	\$677.12	\$6,484.49	\$2,621.11	\$9,782.72	\$38,574.32	\$75,000.00	\$36,425.68	51.43%
001-000-000-576-21-48-01	Office/IT Equipment Repairs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00	0.00%
	Total Repairs & Maintenance	\$677.12	\$6,484.49	\$2,621.11	\$9,782.72	\$38,574.32	\$77,500.00	\$38,925.68	49.77%
Communications									
001-000-000-576-20-41-02	Web Design & Maintenance	\$0.00	\$712.53	\$0.00	\$712.53	\$3,320.78	\$3,000.00	(\$320.78)	110.69%
001-000-000-576-20-42-10	Desktop Licenses (MS & Misc)	\$0.00	\$320.40	\$320.40	\$640.80	\$2,535.09	\$4,800.00	\$2,264.91	52.81%
001-000-000-576-21-42-07	Postage and Mailing	\$0.00	\$70.35	\$8.75	\$79.10	\$388.88	\$750.00	\$361.12	51.85%
001-000-000-576-20-42-20	Telephone/Internet (Comcast) *	\$218.32	\$157.91	\$696.74	\$1,072.97	\$3,795.56	\$3,500.00	(\$295.56)	108.44%
001-000-000-576-21-42-14	Elevate Phone System	\$0.00	\$228.49	\$228.00	\$456.49	\$1,141.20	\$5,000.00	\$3,858.80	22.82%

Category/ Acct #	Reference	Jul 2023	Aug 2023	Sep 2023	3rd Qtr Expense	YTD Expense	2023 Budget	Budget Balance	% of Budget
001-000-000-576-21-42-30	Work Email Accounts (Google Suite)	\$0.00	\$48.24	\$46.24	\$94.48	\$325.68	\$800.00	\$474.32	40.71%
001-000-000-576-21-41-14	Remote Meeting Software (GoToMtg,Zoom)	\$415.30	\$26.78	\$53.56	\$495.64	\$848.12	\$1,000.00	\$151.88	84.81%
001-000-000-576-20-42-04	Email Notification System (CampaignMonitor)	\$0.00	\$59.00	\$59.00	\$118.00	\$413.00	\$1,000.00	\$587.00	41.30%
	<b>Total Communications</b>	<b>\$633.62</b>	<b>\$1,623.70</b>	<b>\$1,412.69</b>	<b>\$3,670.01</b>	<b>\$12,768.31</b>	<b>\$19,850.00</b>	<b>\$7,081.69</b>	<b>64.32%</b>
<b>Training &amp; Travel</b>									
001-000-000-576-21-43-10	Travel for Business (Mileage, Tolls)	\$0.00	\$0.00	\$0.00	\$0.00	\$359.76	\$3,000.00	\$2,640.24	11.99%
001-000-000-576-21-43-01	Misc Travel Expenses (Lodging, Per Diem)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$3,000.00	0.00%
001-000-000-576-21-43-02	Training (LGI/WSI Certs)	\$0.00	\$399.35	\$0.00	\$399.35	\$2,250.99	\$3,000.00	\$749.01	75.03%
001-000-000-576-21-43-03	Certifications (non WSI)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,500.00	\$3,500.00	0.00%
001-000-000-576-21-43-04	In Service Supplies (Internal Training)	\$0.00	\$0.00	\$0.00	\$0.00	\$1,086.33	\$2,500.00	\$1,413.67	43.45%
001-000-000-576-21-43-05	Swim Lesson Licensing (Amer Red Cross)	\$0.00	\$0.00	\$126.00	\$126.00	\$126.00	\$2,500.00	\$2,374.00	5.04%
001-000-000-576-21-43-07	Management Staff Training	\$0.00	\$150.00	\$0.00	\$150.00	\$1,645.00	\$5,000.00	\$3,355.00	32.90%
	<b>Total Training &amp; Travel</b>	<b>\$0.00</b>	<b>\$549.35</b>	<b>\$126.00</b>	<b>\$675.35</b>	<b>\$5,468.08</b>	<b>\$22,500.00</b>	<b>\$17,031.92</b>	<b>24.30%</b>
<b>Advertising</b>									
001-000-000-576-20-41-07	District Advertising	\$0.00	\$223.07	\$1,485.21	\$1,708.28	\$15,614.67	\$10,000.00	(\$5,614.67)	156.15%
001-000-000-576-20-42-05	Bulk Mailing - District Postcard	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,500.00	\$4,500.00	0.00%
001-000-000-576-20-49-09	Bulk Printing - District Postcard	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00	0.00%
001-000-000-576-20-41-40	Ad Design	\$0.00	\$37.99	\$51.19	\$89.18	\$203.15	\$500.00	\$296.85	40.63%
	<b>Total Advertising</b>	<b>\$0.00</b>	<b>\$261.06</b>	<b>\$1,536.40</b>	<b>\$1,797.46</b>	<b>\$15,817.82</b>	<b>\$17,500.00</b>	<b>\$1,682.18</b>	<b>90.39%</b>
<b>Rentals &amp; Leases</b>									
001-000-000-576-20-45-00	District Office Rental (Zen)*	\$0.00	\$1,434.50	\$717.50	\$2,152.00	\$7,174.50	\$0.00	(\$7,174.50)	N/A*
001-000-000-576-20-45-01	Storage Rental (AAAA)	\$0.00	\$290.00	\$300.00	\$590.00	\$2,270.00	\$5,000.00	\$2,730.00	45.40%
001-000-000-576-20-45-02	Miscellaneous Rentals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00	0.00%
001-000-000-576-20-45-05	Meeting Room Rental	\$0.00	\$0.00	\$0.00	\$0.00	\$0.45	\$1,000.00	\$999.55	0.05%
	<b>Total Rentals &amp; Leases</b>	<b>\$0.00</b>	<b>\$1,724.50</b>	<b>\$1,017.50</b>	<b>\$2,742.00</b>	<b>\$9,444.95</b>	<b>\$11,000.00</b>	<b>\$1,555.05</b>	<b>85.86%</b>
<b>Utilities</b>									
001-000-000-576-21-47-00	Electricity (PSE)	\$7,413.29	\$7,554.44	\$6,986.45	\$21,954.18	\$116,650.67	\$180,000.00	\$63,349.33	64.81%
001-000-000-576-21-47-02	Water (Highline)	\$592.67	\$1,285.58	\$0.00	\$1,878.25	\$5,096.64	\$9,900.00	\$4,803.36	51.48%
001-000-000-576-21-47-03	Garbage/Recycling (Recology)	\$1,372.28	\$0.00	\$0.10	\$1,372.38	\$3,652.18	\$6,000.00	\$2,347.82	60.87%
001-000-000-576-21-47-04	Sewer (Midway)	\$0.00	\$0.00	\$1,164.02	\$1,164.02	\$3,121.64	\$5,000.00	\$1,878.36	62.43%
	<b>Total Utilities</b>	<b>\$9,378.24</b>	<b>\$8,840.02</b>	<b>\$8,150.57</b>	<b>\$26,368.83</b>	<b>\$128,521.13</b>	<b>\$200,900.00</b>	<b>\$72,378.87</b>	<b>63.97%</b>
<b>Insurance</b>									
001-000-000-576-20-46-00	Insurance - WCIA, AWC	\$0.00	\$0.00	\$0.00	\$0.00	\$38,234.00	\$31,000.00	(\$7,234.00)	123.34%
	<b>Total Insurance</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$38,234.00</b>	<b>\$31,000.00</b>	<b>(\$7,234.00)</b>	<b>123.34%</b>
<b>Miscellaneous</b>									
001-000-000-576-21-40-20	Scholarships	\$0.00	\$0.00	\$0.00	\$0.00	\$384.36	\$15,000.00	\$14,615.64	2.56%
001-000-000-576-20-41-12	AMG Liabilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250.00	\$250.00	0.00%
001-000-000-576-20-49-07	Misc. Services/Discrepancies	\$3,008.88	\$83.94	\$70.62	\$3,163.44	\$5,425.25	\$2,000.00	(\$3,425.25)	271.26%
001-000-000-576-20-49-08	Printing & Copying (Outside Vendors)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00	0.00%
001-000-000-576-20-49-60	Dues/Membership/Subscriptions	\$0.00	\$0.00	\$0.00	\$0.00	\$1,028.04	\$6,000.00	\$4,971.96	17.13%
001-000-000-334-05-10-01	SEEK Grant	\$78.30	\$352.00	\$339.30	\$769.60	\$21,284.35	\$80,000.00	\$58,715.65	26.61%
001-000-000-576-20-51-50	Background checks	\$0.00	\$290.00	\$232.00	\$522.00	\$1,205.00	\$2,500.00	\$1,295.00	48.20%
	<b>Total Miscellaneous</b>	<b>\$3,087.18</b>	<b>\$725.94</b>	<b>\$641.92</b>	<b>\$4,455.04</b>	<b>\$29,327.00</b>	<b>\$107,750.00</b>	<b>\$78,423.00</b>	<b>27.22%</b>
<b>Intergovernmental Services</b>									
001-000-000-576-20-51-02	Inspections (Fire Ext)	\$0.00	\$617.66	\$0.00	\$617.66	\$767.16	\$1,000.00	\$232.84	76.72%
001-000-000-576-20-41-11	SAO Audit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,500.00	\$5,500.00	0.00%
001-000-000-576-20-51-03	B&O Tax/Agency (DOR)	\$0.00	\$0.00	\$0.00	\$0.00	\$5,393.44	\$7,500.00	\$2,106.56	71.91%
001-000-000-576-20-51-10	Services Contract (City of Des Moines)	\$0.00	\$7,840.00	\$420.00	\$8,260.00	\$8,260.00	\$5,000.00	(\$3,260.00)	165.20%
001-000-000-576-21-49-20	Permits and Fees (KCHD, CoDM, Cash Mgmt)	\$8.50	\$0.00	\$0.00	\$8.50	\$929.80	\$2,000.00	\$1,070.20	46.49%
001-000-000-576-20-51-00	Election Costs	\$0.00	\$759.60	\$0.00	\$759.60	\$759.60	\$0.00	(\$759.60)	0.00%
	<b>Total Intergov Services</b>	<b>\$8.50</b>	<b>\$9,217.26</b>	<b>\$420.00</b>	<b>\$9,645.76</b>	<b>\$15,350.40</b>	<b>\$21,000.00</b>	<b>\$5,649.60</b>	<b>73.10%</b>
<b>Capital *</b>									
001-000-000-594-76-41-01	Capital - Permits, Fees, Inspections	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0.00%
001-000-000-594-76-41-02	Capital - Advertising/Public Notices	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	\$500.00	0.00%
001-000-000-594-76-41-03	Capital - Architects/Engineers	\$14,393.76	\$0.00	\$20,973.50	\$35,367.26	\$87,159.94	\$137,500.00	\$50,340.06	63.39%
001-000-000-594-76-41-06	Gate Installation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00	\$20,000.00	0.00%
301-000-000-397-00-00-00	Transfer From General Fund to Capital	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,000.00	\$75,000.00	0.00%
	<b>Total Capitals</b>	<b>\$14,393.76</b>	<b>\$0.00</b>	<b>\$20,973.50</b>	<b>\$35,367.26</b>	<b>\$87,159.94</b>	<b>\$234,500.00</b>	<b>\$147,340.06</b>	<b>37.17%</b>
	<b>TOTAL ADMINISTRATION</b>	<b>\$28,454.10</b>	<b>\$26,259.53</b>	<b>\$15,903.82</b>	<b>\$69,639.53</b>	<b>\$226,858.71</b>	<b>\$333,587.60</b>	<b>\$106,728.89</b>	<b>68.01%</b>
	<b>TOTAL OPERATIONS</b>	<b>\$80,015.70</b>	<b>\$112,427.87</b>	<b>\$77,405.39</b>	<b>\$270,067.28</b>	<b>\$782,190.91</b>	<b>\$1,405,502.40</b>	<b>\$644,595.84</b>	<b>55.65%</b>
	<b>TOTAL CAPITAL</b>	<b>\$14,393.76</b>	<b>\$0.00</b>	<b>\$20,973.50</b>	<b>\$35,367.26</b>	<b>\$87,159.94</b>	<b>\$234,500.00</b>	<b>\$147,340.06</b>	<b>37.17%</b>
<b>3rd Qtr Totals</b>									
		<b>\$122,863.56</b>	<b>\$138,687.40</b>	<b>\$114,282.71</b>	<b>\$375,074.07</b>	<b>\$1,096,209.56</b>	<b>\$1,973,590.00</b>	<b>\$898,664.79</b>	<b>55.54%</b>

\*Decision to keep district offices after 2023 budget process. Also effects Canon and Comcast budget line items.



## Des Moines Pool Métropolitain Park District

### AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 8b

Assigned to: District GM

Meeting Date: 11/14/23

Under: Old Business

Attachment: Yes

**Subject:** Aquatic Feasibility Study

#### Background/Summary:

The board received a draft copy of the Aquatic Feasibility Study at the August 22 Board Meeting. Each member was sent a copy of the report to create questions. Questions were due by Tuesday, September 19 when district staff could compile the information to be sent out with the board agenda packet on Thursday, September 21.

The board held a retreat with Stemper Architects to answer questions and develop next steps for the project. Attached is a copy of the report that was updated for the retreat.

The board directed the District GM to deliver three things at the November 14 board meeting: a to do list, develop a process for an engagement group and determine how to proceed to the Highline School District, Community Facilities Advisory Committee (CFAC). The District GM has develop a presentation to incorporate all three for discussion. The presentation is attached.

**Fiscal Impact:** To be determined.

**Proposed Motion:** No motion. Informational only. (Only potential motion will be made on floor, if a study session/retreat is added to review the information in more detail.)

Reviewed by District Legal Counsel: Yes        No   X   Date:           

#### Two Touch Rule:

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

**Action Taken:** Adopted            Rejected            Postponed           

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

#### Notes:

- Presentation – Next Steps for the Aquatic Feasibility Study

# Aquatic Feasibility Study

November 14, 2024, Board Meeting

1

## Direction from Oct 24 Board Meeting

Below was three items that the board directed the District GM to do.

1. Meeting with Highline School District (Affects other directions)
2. To do list
3. Develop process for engagement group

2

## Overall Message (for Consensus)

- ***The pool district cannot continue to operate the current site and cannot support a larger facility without partnership with the school district.***
- ***Not feasible to extend facility life, remodel or expand current site.***
  - *Long closure 12-24 months +*
  - *Too expensive*
  - *Cannot meet current community's needs*
  - *Would not be supported by district's residents w/o partnerships*
  - *Facility at end of useful life with many critical repairs*

3

## 1. Meeting with Highline School Dist (CFAC)

### Staff

1. Schedule meeting with Scott Logan – HSD.
  - Give chance to respond before moving onto CFAC.
  - Bring copy of report, for their experts to review.
2. Work with HSD to develop consensus on partnership/presentation.
3. Present to HSD.

### Board

- Reach out to Board and Sup't.
- Find out what opportunities for a partnership we can serve.
- Help develop support for working together.
- ***Write Executive Summary that spells out case for new pool, and request all board members sign.***

4

## 2. To do list

### Short-Term

- Understand HSD's Position
- Consensus Board Decision and Buy-In
- Staff Recommendation:
  - Buy Time with Own Plan (Cannot afford another long-term closure)
  - Need to develop projects list with contractors to extend short-term life of facility
  - Use 2025 grants to develop projects to buy time
- Reach out to Wesley (90 pool)
  - What is impact?
- Reach out HCC?

### Long-Term

- Need to discuss this with HSD before drawing out plan
- Develop advisory committee for community support for long-term goals

5

## 3. Advisory Committee (Partnerships/Stakeholders)

- Outreach to Partners
- Develop Advisory Group with stakeholders and other public members
- Avoid STP input (same ten people)/out-balanced input
- See if we can use for joint application for grants/funding
- What are top, medium and low stakeholder groups? (Examples)
  - Highline School District
  - Port of Seattle
  - City of Des Moines
  - SMAC
  - Highline College
  - King County
  - State of Washington
  - City of Normandy Park

6

# Questions

November 14, 2024, Board Meeting



## Des Moines Pool Métropolitain Park District

### AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 9a Assigned to: District GM

Meeting Date: 11/14/23

Under: New Business

Attachment: Yes

**Subject:** Vision Payroll Agreement (First Touch)

**Background/Summary:**

The district has been using VisionMS for its financial management software and Heartland for its Payroll services. The district has paid for both processes and have to transfer information from one system payroll to the financial system. With the recommended change, all information will be integrated.

The district did explore this process before, but VisionMS had an annual charge per employee. This works for most municipal governments with fixed employees/positions, but the DMPMPD has many part-time, transitional employees. This made the original estimate very expensive. VisionMS has since changed their fee structure to make the annual fee less expensive minus the first year's setup fees.

Overall, this should save the district by eliminating the need to transfer information from one program to another and eliminate the chances for data entry errors.

The District GM will have legal review the agreement and have a financial breakdown of the two choices at the December 12 meeting, but wanted to make the board aware of the process, and any other information they would request for the decision.

**Fiscal Impact:** N/A

**Proposed Motion:** First touch. No motion necessary.

Reviewed by District Legal Counsel: Yes After Mtg No \_\_\_\_\_ Date: T.B.D.

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

**Action Taken:** Adopted \_\_\_\_\_ Rejected \_\_\_\_\_ Postponed \_\_\_\_\_

**Follow-up Needed:** Yes \_\_\_\_\_ No \_\_\_\_\_ Report back date: \_\_\_\_\_

**Notes:**

- VisionMS Proposed Agreement

# Sales Quote

Quote No.:

Exp. Date: 2023-11-09

Prepared for

Des Moines Pool Metropolitan Park  
District/Mount Rainier Pool  
Des Moines WA 98198

## SaaS

**Payroll**

**Total \$3,360.00 per year**

Section total \$3,360.00

## Annual Software Support

**Payroll**

**Total \$0.00 per year**

Section total \$0.00

## Professional Services

**Implementation**

**Total \$1,000.00**

Our team of professional users will setup and configure your product to get you running on your software quickly.

**Training**

**Total \$1,000.00**

Our team of professional users will guide you through the product helping you learn quickly how Vision products work and get you running on your software quickly.

Section total \$2,000.00



Vision Municipal Solutions LLC  
6400 S Fiddlers Green Circle, Ste 100 PMB 723  
Greenwood Village Colorado 80111

One-time subtotal \$2,000.00

Recurring subtotal \$3,360.00 per year

Subtotal \$5,360.00

**Total \$5,360.00**

This quotation is subject to the following terms and conditions:

1. Microsoft SQL Server 2017 Standard Edition or higher is required for the Software. If the Licensee owns Microsoft SQL Server license and required client access licenses (CAL), this can be set up for the Software. If Licensee needs to purchase Microsoft SQL Server licenses Vision can provide a quote.
2. Sales and use tax may apply to any and all quoted software and professional services.
3. This quotation is accepted to form a binding contract upon signature below prior to quote expiration date.

Scott Deschenes  
District General Manager, Des Moines Pool  
Metropolitan Park District/Mount Rainier Pool

Freddie Mercer  
Director of Sales, Vision Municipal Solutions

*Freddie Mercer*

2023-10-10

## Des Moines Pool Métropolitain Park District

### AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 9b Assigned to: District GM

Meeting Date: 11/14/23

Under: New Business

Attachment: Yes

Subject: FitOn Health Insurance Membership Agreement (First Touch)

#### Background/Summary:

The district currently has three insurance programs: Tivity, ASH and Optum. The insurance memberships usually pay \$2.50-\$3/visit and are up to 10 visits per month. Payments usually require the district to bill the insurance company. There are 172 people registered over the three programs with 1/4 of them actively attending. The programs that insurance members use are water walking, lap swimming and water exercise with most people attending water exercise.

FitOn Health would start in January 2024. It would pay \$3.50/visit (70% of non-resident daily adult) and there would be no reporting from the district. FitOn Health would email the District when a patron would use the facility and pay from the visits. The only tracking would be needed to make sure they are paying for the visits they utilize, and the district would have emails to confirm.

There should be a review of insurance memberships in the future, but this is a better deal for the district than the rest of the programs. District legal and staff are currently negotiating agreement, but we wanted to present this as a first touch, since the programs goes live on January 1, 2024.

Fiscal Impact: N/A

Proposed Motion: First touch. No motion necessary.

Reviewed by District Legal Counsel: Yes ADD No        Date: ADD

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

Action Taken: Adopted        Rejected        Postponed       

Follow-up Needed: Yes        No        Report back date:       

#### Notes:

- FitOn Health Proposed Agreement (Still being negotiated)

## Wellness Partner Participation Terms and Conditions

Updated: 08/22/2023

Peerfit Inc. dba FitOn Health ("FitOn Health") has developed an online resource for fitness, including researching and locating a health and fitness club and purchasing fitness classes and/or memberships (the "Service"). Wellness Partner is a fitness club and would like to become a participating wellness partner on the Service. By registering on the Service as a participating wellness partner and executing a Facility Partnership Agreement (the "Agreement") with FitOn Health, Wellness Partner hereby agrees to the terms and conditions set forth below (these "Terms").

### 1. Wellness Partner Participation.

1.1. Wellness Partner hereby agrees to be a participating wellness partner on the Service and to permit FitOn Health to list Wellness Partner on the Service. Wellness Partner agrees to provide FitOn Health with all reasonably necessary wellness partner information to register a Wellness Partner account on the Service, and to list Wellness Partner as a participating wellness partner on the Service ("Wellness Partner Content") as may be requested by FitOn Health, and other information as may be necessary for FitOn Health to complete its Wellness Partner profile page on the Service. Wellness Partner shall provide updates to such Wellness Partner Content through the Service so that it is accurate, complete and up to date for FitOn Health's end-users of the Service. As part of the registration, Wellness Partner will provide its contact email address to FitOn Health and agrees that all required legal and other notices may be sent to such email address as effective notice. Wellness Partner agrees that it will be responsible for maintaining the confidentiality of its account and all associated end-user information, including usernames and passwords. Wellness Partner will immediately notify FitOn Health in the event of any breach of security or unauthorized use of Wellness Partner's account and assist FitOn Health in identifying and remediating the scope of such unauthorized breach or use.

Commented [BS1]: Is this acceptable? You would be waiving your right to mailed notices if we agree to this.

1.2. Wellness Partner hereby grants FitOn Health the temporary right and license to list Wellness Partner on the Service and to promote, market and sell Wellness Partner classes, memberships or levels of Wellness Partner access passes and benefits (each a "Wellness Partner Access") through the Service, including the right to use Wellness Partner's trademarks, service marks and logos and all Wellness Partner Content. Wellness Partner agrees that FitOn Health shall have the right to use, reproduce, edit, display and distribute Wellness Partner Content, including Wellness Partner trademarks, service marks and logos, as necessary for promotion and provision of the Service through multiple mediums, including but not limited to the Service, FitOn Health website(s), email campaigns, social media and other marketing channels, all as determined by FitOn Health solely while this Agreement is in effect.

1.3. As part of the registration process, Wellness Partner will identify the types of Wellness Partner Access, including classes, open gym access or temporary memberships, to be offered through the

Service for purchase by end-users. Wellness Partner agrees to allow FitOn Health end-users who purchase Wellness Partner Access through the Service to use Wellness Partner services and facilities for such Wellness Partner Access as it would a regular paying member and/or guest of Wellness Partner and at no additional charge to the end-user. Wellness Partner understands and agrees that this is a nonexclusive Service and that FitOn Health will have other facilities on the Service, including facilities that may be near or compete with Wellness Partner's site(s).

1.4. Wellness Partner shall provide to FitOn Health a phone number to receive calls and text message, and FitOn Health may communicate with Wellness Partner through calls, or emails, as FitOn Health and Wellness Partner agree from time to time.

**Deleted:** or text messaging

**Deleted:** determines in its sole discretion

1.5. Wellness Partner Access, and all services provided by Wellness Partner to FitOn Health end-users, shall be provided or arranged at gyms, fitness studios, specialized studios, community classes, digital streaming, or exercise centers by duly licensed, certified or otherwise authorized (as applicable) professionals in accordance with the requirements of applicable law.

1.6. Wellness Partner shall maintain in good standing at all times during the term of the Agreement any and all licenses, certificates and/or approvals required by applicable law (including but not limited to business licenses where applicable) for its performance under the Agreement. Wellness Partner shall be required to meet the applicable business, state and local licensing/certification requirements required by applicable law.

1.7. Wellness Partner represents and warrants that it is not and shall not become listed on a Preclusion List (as defined in 42 CFR §422.2 published by the Centers for Medicare and Medicaid Services or excluded from participation in the Medicare program pursuant to Section 1128 or Section 1128A of the Social Security Act. In the event Wellness Partner becomes so listed or excluded, FitOn Health may immediately terminate the Agreement, provide written notice to Wellness Partner of such termination, and provide Vendor notice of the right to appeal such termination. FitOn Health shall also have the right to terminate the Agreement, immediately upon written notice to Wellness Partner, in the event FitOn Health reasonably determines that there are material deficiencies in the professional competence, conduct or quality of services of Wellness Partner which adversely affects or could adversely affect the health or safety of FitOn Health members.

1.8. Wellness Partner shall maintain, during the term of the Agreement, commercial general liability insurance with commercially reasonable policy limits appropriate to the risk being insured, and to provide a certificate of such insurance to FitOn Health upon request. Such insurance must be provided by insurers licensed to do business in the state where Wellness Partner provides Wellness Partner Access, and who have obtained an A.M. Best financial strength rating of A- or better and are classified by A.M. Best as being of financial size category VIII or greater or through a government insurance pool authorized under Washington law.

1.9. Wellness Partner agrees to perform its duties under the Agreement in accordance with all administrative guidelines, including but not limited to applicable law.

## **2. Fees.**

2.1 Wellness Partner shall not be obligated to pay any upfront listing fee for participation in the Service.

2.2 As part of the registration process and in consultation with FitOn Health, Wellness Partner shall set the rate(s) for each level of Wellness Partner Access that Wellness Partner wishes to make available through the Service. Such rates will be denominated on the Service as "FitOn Health Credits," and Wellness Partner shall be entitled to receive payment in the amounts specified in the Agreement. FitOn Health may sell and distribute the FitOn Health Credits to its end-users at prices to be determined by FitOn Health in its sole discretion. Any limitations or restrictions on Wellness Partner Access shall be set forth on Wellness Partner's profile page.

2.3 FitOn Health will pay Wellness Partner for Wellness Partner Access booked, activated or purchased, and not cancelled, by a FitOn Health end-user at Wellness Partner's facilities, unless otherwise agreed upon by both parties for special events, according to the FitOn Health Credits for such class. Within seven (7) days of the last day of each preceding month during the term of the Agreement, FitOn Health will provide a report of Wellness Partner Access bookings payable to Wellness Partner. Wellness Partner shall within five (5) business days from the receipt of that report submit any discrepancies on Wellness Partner Access payable. FitOn Health will submit an appropriate, correct statement and payment to Wellness Partner within thirty (30) days of the last day of the preceding month. FitOn Health may modify the amount payable for FitOn Health Credits at any time upon prior written notice to Wellness Partner; provided, however, that all Wellness Partner Access sold prior to such modification will be paid at the pre-modification rate, even if used after the date of such modification. If Wellness Partner does not accept the modified FitOn Health Credit rate, Wellness Partner may terminate the Agreement and its status as a Wellness Partner; provided however, that it shall honor all Wellness Partner Access sold to end-users prior to such termination. FitOn Health will reimburse Wellness Partner via direct deposit through Bill.com. Membership reimbursement amounts may be prorated based on each membership start date within a given month.

2.4 Wellness Partner will be reimbursed for a calendar month's membership (prorated as provided herein) if an end-user has incurred at least one visit in a calendar month. In an instance where an end-user has an active membership for a given calendar month, but does not visit Wellness Partner during such month, FitOn Health will reimburse Wellness Partner but terminate the membership for the following calendar month unless and until the end-user chooses to re-enroll in a membership with Wellness Partner. Notwithstanding the foregoing, in the event FitOn Health provides written notice to Wellness Partner that this paragraph is applicable to Wellness Partner, rather than FitOn Health generating reports of Wellness Partner Access bookings, Wellness Partner will provide FitOn Health a report within three days of the first day of each calendar month listing all active and inactive memberships with Wellness Partner which were booked through FitOn Health. FitOn Health will then remit payment, in accordance with the preceding paragraph, based on such report.

2.5 Wellness Partner agrees to retain and maintain during the term of the Agreement and for one (1) year following complete and accurate records related to its performance and compliance under the Agreement including these Terms. FitOn Health may, at its own expense during the term of the Agreement and for one (1) year following, audit all of Wellness Partner's records and systems,

**Commented [BS2]:** Do you want to limit what they can charge?

**Commented [SD3R2]:** The representative stated they would pay us 70% of what a non-resident adult was charged and change it to whatever the rate is updated to. This is not what they promised. Thank you for catching this.

**Deleted:** three

**Deleted:** 3

**Commented [BS4]:** Is this acceptable?

**Commented [SD5R4]:** Not acceptable. This is different than the representative told me. I was told that they would send me notification when someone was going to visit, and there would be no reporting. At minimum, we would need 5 days, but I'd prefer 10 days (like two of our other plans.) This allows you to adjust to holidays and sometimes our staff does not get people's correct information which takes me a couple of days. Thanks for catching this



as well as visit Wellness Partner's facilities during regular business hours, to confirm Wellness Partner's compliance with the Agreement. FitOn Health will provide Wellness Partner with at least ten (10) business days' written notice prior to conducting any audit or visit. Wellness Partner agrees to provide reasonable assistance and access to its records and systems for such audits. Any discrepancies identified in any audit will be promptly addressed by Wellness Partner, and FitOn Health may reasonably adjust billing or take other reasonable remedial actions with respect to such discrepancies. All information accessed or obtained during the course of any audit will be treated as confidential and will not be disclosed to third parties, except as required by law or as necessary to enforce the terms of the Agreement.

### 3. Member Information.

Wellness Partner acknowledges and agrees that in providing the Service and selling Wellness Partner Access to end-users through the Service, FitOn Health will collect from such end-users certain personally identifiable information, such as name, email address, payment account and billing information, and provide certain personally identifiable information to Wellness Partner in connection with such end-user's participation. Wellness Partner agrees that it will use such information only as consented to by such end-users. Wellness Partner will not distribute or disclose end-user information to any third party without the expressed prior written consent of the end-user and will use such information only in accordance with the Agreement and applicable laws, rules and regulations. Provided, however, Wellness Partner may, in Wellness Partner's sole discretion, disclose end-user information if such disclosure is required by Chapter 42.56 RCW, the Washington State Public Records Act.

### 4. Intellectual Property.

4.1. Wellness Partner acknowledges and agrees that all rights in and to the Service, including without limitation, the website content (excluding Wellness Partner Content), look and feel, software underlying the Service and FitOn Health's trademarks, service marks and logo, shall remain the exclusive property of FitOn Health. Wellness Partner shall obtain no rights or license in or to the Service other than as set forth herein.

4.2. Wellness Partner shall retain all right, title and interest in and to Wellness Partner Content; provided, however, that FitOn Health shall have the nonexclusive, royalty-free, fully paid up right and license during the term of the Agreement to disclose and use Wellness Partner Content for the provision of the Service as set forth herein.

### 5. Termination.

FitOn Health may terminate the Agreement immediately with or without cause upon providing ninety (90) days' prior written notice to Wellness Partner of such termination. Wellness Partner may terminate the Agreement with or without cause upon ninety (90) days' prior written notice by contacting FitOn Health via email at [network@fitonhealth.com](mailto:network@fitonhealth.com) and completing a termination form. Upon any termination, Wellness Partner shall continue to honor all Wellness Partner Access booked and sold by FitOn Health through the date of termination, and FitOn Health shall obligated to pay for such Wellness Partner Access as set forth above. Upon any termination, FitOn Health

Deleted: or

shall have the right to immediately remove or disable access to all Wellness Partner Content. The provisions of Sections 2.5 (for one year), 4, 5, 6.2, 6.3, 7 and 9 shall survive any expiration or termination of the Agreement. The Agreement will automatically renew on a monthly basis until either party terminates as specified in this Section 5.

## **6. Warranties, Disclaimers and Limitations of Liability.**

6.1. Wellness Partner represents and warrants that Wellness Partner Content is, and shall remain, complete, accurate and up-to-date and fairly represents Wellness Partner and Wellness Partner Access offerings, including Wellness Partner's location, physical spaces, features, competencies, capacity, equipment, instructors, classes, offerings and services. Wellness Partner shall provide all Wellness Partner services in accordance with all applicable laws, rules and regulations. Wellness Partner further represents and warrants that it owns or has sufficient rights in Wellness Partner Content to provide such Wellness Partner Content for use on the Service and to grant the rights to FitOn Health as set forth herein.

6.2. THE SERVICE AND ALL CONTENT AND INFORMATION INCLUDED IN OR AVAILABLE THROUGH THE FITON HEALTH WEBSITE OR SERVICE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, FITON HEALTH DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. FITON HEALTH DOES NOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM WELLNESS PARTNER'S PARTICIPATION IN THE SERVICE. FITON HEALTH DOES NOT WARRANT THAT THE SERVICE WILL BE ACCESSIBLE AT ALL TIMES OR IN ALL GEOGRAPHIC AREAS. THE SERVICE MAY BE UNAVAILABLE FROM TIME TO TIME FOR MAINTENANCE OR OTHER REASONS. WELLNESS PARTNER UNDERSTANDS AND AGREES THAT THE END-USERS PURCHASING WELLNESS PARTNER ACCESS HAVE NOT BEEN SCREENED OR QUALIFIED BY FITON HEALTH AND THAT FITON HEALTH SHALL NOT BE RESPONSIBLE OR LIABLE TO ANY EXTENT FOR ANY END-USER'S USE OF WELLNESS PARTNER ACCESS, INCLUDING WITHOUT LIMITATION FOR ANY PROPERTY LOSS OR DAMAGE, DEATH, OR PERSONAL INJURY.

6.3. EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED AND EXCLUDING EACH PARTY'S INDEMNIFICATION OBLIGATIONS, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES ATTRIBUTABLE TO ANY PERSONAL INJURY OR DEATH, LOSS OF DATA OR LOSS OF BUSINESS OR PROFITS, ARISING OUT OF WELLNESS PARTNER'S PARTICIPATION IN THE SERVICE OR THE USE OF, OR INABILITY OF ANY PERSON TO USE, THE SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **7. Indemnification.**

7.1. Wellness Partner agrees to indemnify, defend and hold FitOn Health harmless against and from any and all third-party losses, claims, damages or liabilities, joint or several, including reimbursement for reasonable legal expenses, to which FitOn Health may become subject as the result of Wellness Partner's breach of any of the obligations, covenants, warranties or representations under the Agreement including these terms, or for any action by an end-user relating to such end-user's use of Wellness Partner's facilities, or any Wellness Partner Access offered by Wellness Partner through the Service, including without limitation, any claims for personal injury or death.

7.2. FitOn Health agrees to indemnify, defend and hold Wellness Partner harmless against and from any and all third-party losses, claims, damages or liabilities, joint or several, including reimbursement for reasonable legal expenses, to which Wellness Partner may become subject as the result of FitOn Health's breach of any of FitOn Health's obligations, covenants, warranties or representations under this Agreement.

7.3. Pursuant to each of the indemnifications provided in Sections 7.1 and 7.2 of this Agreement, an indemnified shall promptly notify the indemnifying party of any indemnified claim; provided, however, that any delay in giving such notice shall not limit the obligations of the indemnifying party except to the extent that the indemnifying party is materially prejudiced by such delay. The indemnifying party shall have the right to take over and conduct the defense of the claim. The indemnified party shall cooperate with the indemnifying party in defense of the claim and shall have the right to participate at its own expense, in such defense. In defending or settling an indemnified claim, the indemnifying party may not, without the consent of the indemnified party, accept any liability, or make any admission on behalf of, the indemnified party.

## **8. Medicare Provisions.**

8.1. Wellness Partner shall undertake commercially reasonable efforts to continue to perform under these Terms and the Agreement for the benefit of Alignment Healthcare USA, LLC ("AHC"), in the event that FitOn Health dissolves or becomes insolvent, in accordance with the rates set forth in the Agreement, for the remainder of the then-current calendar year.

8.2. Wellness Partner shall not request, demand, require or seek directly or indirectly the transfer, discharge or removal of any FitOn Health end-user for reasons of such end-user's need for, or utilization of, the Services, except in accordance with the procedures established by AHC for such action, nor intentionally participate in or encourage any actions that a reasonable person would expect to create an adverse risk of disenrollment of end users from AHC. (For clarity, Wellness Partner will not turn away any end user because of their receipt of Medicare benefits, nor encourage end users to disenroll from AHC's benefits.)

8.3. Wellness Partner shall comply with the Medicare Marketing Guidelines.

Commented [BS6]: Do you know what these are?

8.4. Wellness Partner shall only seek compensation for Wellness Partner Access booked/obtained/paid for through the Service provided to FitOn Health end-users who are AHC members from FitOn Health (and/or AHC, in the event AHC becomes liable directly to Wellness Partner for Wellness Partner Access), and shall at no time bill, charge, collect a deposit from, or

seek compensation from such AHC member for Services including, without limitation, in the event of nonpayment by AHC or insolvency of AHC. Notwithstanding the foregoing, Wellness Partner may bill, charge, or seek compensation from such members in the event such members opt into additional Wellness Partner Access (or other services or equipment offered by Wellness Partner) separate from or in addition to Wellness Partner Access booked/obtained/paid for through the Service.

8.5. Wellness Partner shall comply with all final determinations made by AHC or the applicable managed care organization or prepaid health plan contracted with AHC (“Contracted MCO”), as the case may be, through appeals and grievance procedures for resolving AHC member claims for benefits under the Medicare Advantage benefit plan and all other claims against AHC or Contracted MCO.

8.6. Wellness Partner and Wellness Partner’s officers, agents, employees, contractors, and affiliates and their respective assignees or successors shall not directly or indirectly engage in conduct which may be reasonably interpreted as designed to persuade AHC members to disenroll from any Medicare Advantage benefit plan or discontinue their relationship with AHC or the Contracted MCO, as the case may be.

8.7. Provided that the end-user has adequate FitOn Health credits to cover Wellness Partner Access booked with Wellness Partner, Wellness Partner shall not refuse to provide such Wellness Partner Access, if applicable and in the event an end user is unable to pay the Member Cost-Sharing Payment at the time the end-user presents for such Wellness Partner Access, except as may be approved in advance by AHC. “Member Cost-Sharing Payment” means an amount that an AHC member is obligated to pay directly to Wellness Partner for a specific service in accordance with a Medicare Advantage benefit plan. Member Cost-Sharing Payment shall include payments commonly referred to as “coinsurance,” “copayments,” or “deductibles.” **Wellness Partner understands and agrees that AHC and FitOn Health do not currently provide for Member Cost-Sharing Payments as defined in this section.**

## 9. Miscellaneous.

9.1. The Agreement, including these Terms, does not constitute either party as a partner, joint venturer, employee, agent, or legal representative of the other for any purpose whatsoever. Except as expressly set forth herein with respect to FitOn Health’s sale of Wellness Partner Access, neither party is granted, nor shall it represent that it has been granted, any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the other party, to incur debts for the other party or to bind the other party in any manner whatsoever; it being the intent of the parties hereto to create the relationship on the part of the other party of an independent contractor, for whose actions or failure to act, a party shall not be responsible.

9.2. The parties agree to try to resolve any dispute relating to this Agreement through informal negotiations in good faith with escalation as necessary to the chief executive officers or other decision-makers of each company. This Agreement shall be governed by and construed according to the laws of the State of Washington, U.S.A., excluding its conflict of laws rules or principles. All disputes arising under or in connection with this Agreement shall be adjudicated in the state

Deleted: Florida

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courts of King County, Washington. Each of the parties acknowledges that venue shall be proper in such courts and expressly consents to the personal jurisdiction of such courts.

**Deleted:** the Middle District of Florida or in the State courts located in Hillsborough County, Florida

9.3. In the event that Wellness Partner or any end-user have a dispute relating to such end-user's exercise of Wellness Partner Access booked by such end-user or use of Wellness Partner, Wellness Partner agrees that such dispute shall be between Wellness Partner and the end-user, except to the extent FitOn Health has agreed to indemnification as set forth in Section 7.2. Wellness Partner further agrees that FitOn Health may maintain or implement an end-user feedback system and that FitOn Health shall not be responsible or liable for any end-user feedback on the Service.

9.4. All notices and other communications required under the Agreement shall be in writing and deemed to have been duly given if delivered personally, sent by email (with confirmation of receipt) or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, addressed to the address for a party as set forth on the cover page.

9.5. The Agreement, including these Terms and the Terms of the associated Facility Partnership Agreement, constitutes the entire agreement between Wellness Partner and FitOn Health with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements between Wellness Partner and FitOn Health, whether written or oral, with respect to the subject matter hereof. No agreement modifying the Agreement shall be binding on either party unless in a writing signed by an authorized representative of each party. In the event of a conflict between this Agreement and the associated Facility Partnership Agreement, the terms of the Facility Partnership Agreement shall control.

9.6. The Agreement shall not be assignable or transferable by either party in whole or in part without the written consent of the other party, and any such purported assignment or transfer shall be void; *except that* either party may assign and transfer the Agreement in connection with the sale, assignment or other transfer of all or substantially all of its assets, or in connection with the merger of or other acquisition of such party.

9.7. The individual registering Wellness Partner on the Services and accepting the terms of the Agreement hereby represents and warrants that they have the right and authority to bind Wellness Partner to the Agreement, including these Terms, and have obtained all authorizations required for registration of Wellness Partner on the Services.

9.8. As used herein, "applicable law" shall refer to any applicable constitution, statute, code, ordinance, regulation, treaty, rule, court order or mandate, common law, policy, interpretation or guidance document enacted, published or promulgated by any government agency which has jurisdiction over Medicare or otherwise over the subject matter of the Agreement or the parties' performance of their duties thereunder.

## Des Moines Pool Métropolitain Park District

### AGENDA ITEMS SUMMARY SHEET

**Agenda Item #:** 9c      **Assigned to:** District GM      **Meeting Date:** 11/14/23  
**Under:** New Business      **Attachment:** Yes

**Subject:** Resolution 2023-09 Amendment to Budget Recommendation (first-touch)

**Background/Summary:**

The District GM (DGM) is recommending only transferring \$75,000 from the general fund to the capital reserve fund. This is due to the miscellaneous repairs being estimated to be overbudget due to critical and emergency repairs due to the age of the facility, including the boiler repair that is currently being estimated.

The Capital Reserve Fund is currently at \$525,000 and the \$75,000 allocation should bring it to the \$600,000 level.

This is a first touch item and will be on the agenda for the December 12 board meeting for approval. The board can direct the finance committee to meet with the District GM, if it wishes to make changes for the December 12 board meeting.

**Fiscal Impact:** N/A

**Proposed Motion:** No motion. First-touch item.

Reviewed by District Legal Counsel:    **Yes** \_\_\_\_\_ **No** \_\_\_\_\_ **Date:** ADD

<b><u>Two Touch Rule:</u></b>	<u>          To be determined          </u>	<b>Committee Review</b>
	<u>          11/14/2023          </u>	<b>First Board Meeting (Informational)</b>
	<u>          12/11/2023.          </u>	<b>Second Board Meeting (Action)</b>

**Action Taken:**    **Adopted** \_\_\_\_\_    **Rejected** \_\_\_\_\_    **Postponed** \_\_\_\_\_

**Follow-up Needed:**    **Yes** \_\_\_\_\_ **No** \_\_\_\_\_    **Report back date:** \_\_\_\_\_

**Notes:**

- Resolution 2023-09 Amendment to Fiscal Year 2023 Budget

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

**RESOLUTION NUMBER 2023 – 09**

**AMENDMENT TO FISCAL YEAR 2023 OPERATING BUDGET**

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

**WHEREAS**, modifying the 2023 Fiscal Year Budget is in the overall interest of the District and;

**WHEREAS**, the Board has historically contributed \$70,000 of its Operating Fund into a Capital Reserve Fund before 2018;

**WHEREAS**, the Board’s adopted budget allocated \$75,000 of its Operating Fund into a Capital Reserve Fund for Fiscal year 2023;

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

**WHEREAS**, an additional \$0 shall be transferred from the Des Moines Pool Metropolitan Park Department General Fund for unused Maintenance and Repairs into the Capital Reserve Fund and a corresponding adjustment to the District budget reflecting a total allocation to the Capital Reserve fund for 2023 in the amount to \$75,000 shall be made, now:

**WHEREAS**, at the end of the Fiscal Year 2023, the Capital Reserve Fund will be \$600,000.

**NOW THEREFORE BE IT RESOLVED** that the amount to be transferred from the Des Moines Pool Metropolitan Park District General Fund into the Des Moines Pool Metropolitan Park District Capital Reserve Fund be increased by \$75,000 and direct that the District Clerk be directed to affect the total transfer prior to December 31, 2023.

**Adoption:** ADOPTED by the Board of Commissioners of the Des Moines Pool Metropolitan Park District at an open meeting of such Board on the 12<sup>h</sup> of December 2023, the following Commissioner being present and voting.

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Commissioner

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Commissioner

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Commissioner

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Commissioner

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Commissioner

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District Clerk

## Des Moines Pool Métropolitain Park District

### AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 9d Assigned to: District GM

Meeting Date: 11/14/23

Under: New Business

Attachment: Yes

Subject: Stemper Funding Request (First Touch)

#### Background/Summary:

The district's architect for the feasibility study has request an additional \$20,000 on top of the original agreement. Their reasoning is attached, but it is mainly attributable to delays including the public records request. See attached memorandum for the architect's reasoning.

They will also be sending their final billing soon that will complete the originally agreed project billing.

The District GM had discussions about the request and had discussed the upcoming request to the capital and contracts committee on November 6, but did not know any details.

The formal request was not received until the afternoon before the packet was sent out on November 9.

The District GM will create a report breakdown of the finances once the final fees are sent, along with a summary of the grant reimbursement for \$100,000 of the fees. This will be done at the December 12 board meeting, so the board has ample information to make a decision.

Fiscal Impact: \$20,000 of additional charges

Proposed Motion: First touch. No motion necessary.

Reviewed by District Legal Counsel: Yes \_\_\_\_\_ No X Date: \_\_\_\_\_

<u>Two Touch Rule:</u>	<u>N/A</u>	<u>Committee Review</u>
	<u>11/14/23</u>	<u>First Board Meeting (Informational)</u>
	<u>12/12/23</u>	<u>Second Board Meeting (Action)</u>

Action Taken: Adopted \_\_\_\_\_ Rejected \_\_\_\_\_ Postponed \_\_\_\_\_

Follow-up Needed: Yes X No \_\_\_\_\_ Report back date: 12/12/23

#### Notes:

- Task Order 3 – Additional Services Request 03: Comprehensive Assessment and Feasibility Study



**NOVEMBER 08, 2023**

**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 03  
Additional Services Request 03: Comprehensive Assessment and Feasibility Study**

**Dear Scott:**

The purpose of this letter is to request additional services for Parts 1 and 2 for work on Mount Rainier Pool based on our on-going discussions. The following is a sequence of events which will help explain the added level of effort required for creating this report:

- The original Basic Services fee proposal was approved in July 22, but the A/E Team was unable to perform the comprehensive site assessment until November 2022 due to a lack of existing record documents and as-builts. The A/E Team attended the site assessment with limited information at this time.
- We understand that you made repeated requests and meeting requests with Highline School District without success, and eventually was told to make a public records request with a lengthy wait period to obtain the record documents (mid to late January 2023)
- When we received the as-built documents in late January, the information received was not usable as the information provided was irrelevant to the project site with exception of 3 out of 30+ sheets.
- StemperAC then proceeded with continuing the assessment portion of the work, with some of the team requiring a second visit to gather what information was visible at Mount Rainier Pool. Ultimately, the A/E Team had to stop work due to lack of existing building information.
- A current land survey was also needed for the property in order for the civil engineer to make a thorough assessment of the site conditions and utilities as this was critical to the feasibility portion of the reporting. StemperAC acquired the land surveyor and a utility location company and commissioned a detailed land survey to be done in February 2023.
- StemperAC also proceeded with independent research to find as-built documents and drawings and were able to acquire additional information with the City of Des Moines archives. The drawings sets found provided the information needed by the mechanical and electrical engineers to move forward with the report writing.
- For Part 2, Feasibility Study, Stemper AC provided several extra renderings in the report and provided pre-design level information, which we felt would strengthen the visual and informational aspect of the report for future presentation to the public.
- There were two stop and start times which occurred in this project, and StemperAC revised the project schedule twice to accommodate the delays and re-start of the reports with the A/E Team. The original schedule for 2022 shows the final report submitted in May, but

delays pushed the final report to be completed in August 2023, and a Board presentation meeting occurred in early October 2023.

- Finally, because the original fee proposal was only a ROM, DMPMPD agreed that any added hours of work would be considered for add services: *[Original proposal: We understand that if the Scope of Work described in Parts 1 and 2 of this study exceed these fee estimates or optional services are included, an add service request to complete the work will be acceptable to DMPMPD...]*

The original fee proposal totaled: \$137,842. Stemper AC will be billing to 100% of this amount; however, the additional exceeded costs were higher than this contract amount. At this time, Stemper AC is requesting **\$20,000.00** in additional service fees for the circumstances indicated in this letter.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Melody Leung', with a stylized flourish at the end.

Melody Leung, President  
Stemper Architecture Collaborative



## Des Moines Pool Metropolitan Park District

### AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 10a Assigned to: District G.M. Meeting Date: November 14, 2023

Under: Public Hearing Attachment: Yes X No       

Subject: 2024 Budget (Public Hearing)

#### Background/Summary:

The Budget and Levy Certification for 2024 are due on November 30, 2023.

For the budget we went over the budget at the October 24 meeting, which will set the levy at \$1,243,410 or an estimated levy rate at or around \$.20/1,000 (*Note-The levy rate may change when final Assessed Value for the District is set by King County in early 2024*). Overall, this is a decrease of \$51,970 (4%) from the 2024 budget. With record inflation/deflation and the effects of the labor market, the levy may fluctuate a little, but not enough to have an effect on the overall levy rate.

Fiscal Impact: See attached documents.

#### Proposed Motion:

**ALL MOTIONS MOVED TO 10D AFTER PUBLIC COMMENT.**

Motion 1: I move to approve the 2024 Budget of \$ 1,168,410.00 in General Fund and \$75,000 in Capital Reserve for the calendar year 2024.

Levy certifications will be made in item 10d Budget and Levy Certification Motions.

Reviewed by District Legal Counsel: Yes X No        Date: 11/07/23

#### Three Touch Rule:

_____	Committee Review
<u>10/24/23</u>	First Board Meeting (Informational)
<u>11/14/23 (PH)</u>	Second Board Meeting (Action)

Action Taken: Adopted        Rejected        Postponed       

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

#### Notes:

Attachments:  
- 2024 Proposed Budget

**2024 BUDGET ACCOUNTS SUGGESTION (PROPOSED BY STAFF)**

Account	% used as of August 31 (Target 66%)	% Change from 2023 to 2024	2023 Budgeted	2024	Notes
<b>SALARIES &amp; WAGES</b>					
Commissioner Salaries (5)	33.75%	-16.67%	\$ 24,000.00	\$ 20,000.00	Not having enough meetings. Dialed back.
District GM Salary (1)	47.57%	-9.52%	\$ 105,000.00	\$ 95,000.00	
District Clerk Salary (1)	73.46%	N/A	\$ 37,377.00	N/A	Position merged into Front Desk Administrator. Hurt by changeover.
Front Desk Administrator (1)	N/A	N/A	\$ -	\$ 68,931.20	New Position. 3.4% increase since being adopted in 2023.
Aquatics Manager Salary (1)	48.06%	7.56%	\$ 91,582.40	\$ 98,508.80	Behind on reviews. Will bump this number up.
Aquatics Coordinator Salary (2 from 1)	49.87%	106.90%	\$ 74,755.20	\$ 154,668.80	Behind on reviews. Will bump this number up. 2 - Lead Head Guard added.
Lead Lifeguard Salary (1) - Elim	Errors	N/A	\$ 51,251.20	\$ 51,251.20	Promoted to second Aquatics Coordinator.
PPT Lifeguards (3) - NEW	22.83%		\$ 100,713.60	\$ 41,000.00	Front Desk Administrator will cover morning hours. Reduce need.
Head Lifeguards (Up to 8)	51.23%	-9.33%	\$ 38,601.76	\$ 35,000.00	Lead HG and PPT will reduce capacity.
TPT Lifeguards (Various)	40.19%	-15.38%	\$ 195,000.00	\$ 165,000.00	Breakdown of benefited positions helps cover these.
Instructors (Swim Lesson)	51.23%	5.56%	\$ 90,000.00	\$ 95,000.00	Need to better track, but should be okay for 2024 with small increase.
Water Exercise Instructor - NEW	Errors	0.00%	\$ 12,500.00	\$ 12,500.00	Still have some room. Some showing up under swim instruction.
<b>TAXES &amp; MISC.</b>					
Sick Pay	31.75%	-28.57%	\$ 3,500.00	\$ 2,500.00	Still not coming close.
Overtime (OT)	48.77%	0.00%	\$ 5,000.00	\$ 5,000.00	Keep same. Low but having another PT position may effect.
Payroll Taxes	58.70%	0.00%	\$ 200,000.00	\$ 200,000.00	Inflation should help with this.
Family Medical Leave	0.00%	0.00%	\$ 500.00	\$ 500.00	Keep same. Hold in case comes up.
<b>PERSONNEL BENEFITS</b>					
Benefits, Fringe (Auto)	51.00%	0.00%	\$ 2,000.00	\$ 2,000.00	Have not changed in seven years.
Incentive Pay	0.00%	-86.67%	\$ 7,500.00	\$ 1,000.00	Not being used, but should hold some just in case.
Personal Benefits (AWC/DRS)	37.24%	0.00%	\$ 76,000.00	\$ 76,000.00	Some PPT LG staff did not want to be paid for benefits. Should hold for next generation.
<b>OFFICE SUPPLIES - CLERICAL</b>					
Office Supplies (Amazon/Staples)	20.52%	-25.00%	\$ 2,000.00	\$ 1,500.00	Not trending as high. Cut back.
Office Equipment	0.00%	-40.00%	\$ 2,500.00	\$ 1,500.00	Move money to computer equipment which needs more funding.
Computer & Supplies	98.78%	-16.67%	\$ 6,000.00	\$ 5,000.00	Replaced almost all computers in 2023, should be good for a while.
<b>MAINTENANCE &amp; REPAIR SUPPLIES</b>					
Cleaning and Janitorial Supplies	33.82%	-22.08%	\$ 7,700.00	\$ 6,000.00	Not using as many supplies.
Maintenance Supplies and Small Tools	23.01%	-28.57%	\$ 3,500.00	\$ 2,500.00	Built up many tools since reopening.
<b>POOL SUPPLIES</b>					
Uniforms & Clothing**	0.00%	-30.00%	\$ 5,000.00	\$ 3,500.00	Need to replace lifeguarding shirts.
Employee Recognition	23.38%	0.00%	\$ 2,000.00	\$ 2,000.00	Keep incentive cards + adding two parties/year for employee recognition.
Lifeguard Supplies and Equipment	121.45%	50.00%	\$ 5,000.00	\$ 7,500.00	Hiring more new staff. Will need equipment to help cover.
Pool Chemicals	0.00%	0.00%	\$ -	\$ -	Added to Aquatic Specialties due to chemicals in same invoice in 2023.
Special Events	6.25%	-60.00%	\$ 5,000.00	\$ 2,000.00	Parade items not budgeted here. Also increasing events.
First Aid Supplies	1.97%	0.00%	\$ 2,500.00	\$ 2,500.00	Bought mannequin and other supplies that will show up later.
<b>POOL EQUIPMENT</b>					
Miscellaneous Pool Equipment (ER&R)	12.91%	-33.33%	\$ 6,000.00	\$ 4,000.00	Might need to use for trending equipment, if needed.
<b>PROFESSIONAL SERVICES - CLERICAL</b>					
IT/Computer Services (CMIT)	53.37%	13.64%	\$ 22,000.00	\$ 25,000.00	
IT Server Hosting Costs - NEW	N/A	NEW	\$ -	\$ 4,000.00	
Registration Software (Rec1/CivicRec)	90.08%	9.09%	\$ 5,500.00	\$ 6,000.00	
Credit Card Transactions (Authorize.net)	29.99%	33.33%	\$ 1,500.00	\$ 2,000.00	More revenue equals more transactions. Most by credit card.
Legal Services (Snure)	69.41%	0.00%	\$ 14,000.00	\$ 14,000.00	Dual office issue brought above estimates
Financial Services (VisionMS)	0.00%	20.00%	\$ 2,500.00	\$ 3,000.00	Incorporate payroll and setup new reporting/tracking.
Printing/Copying (Canon)	51.58%	0.00%	\$ 2,000.00	\$ 2,000.00	Getting rid of second printer at office.
Timekeeping (WhenIWork)	84.56%	0.00%	\$ 2,500.00	\$ 2,500.00	One time charge.
Payroll/HR (Heartland)	58.13%	-22.08%	\$ 7,700.00	\$ 6,000.00	Combine HR into Vision. Streamline service. Save staff hours.
Website (RFQ in 2023) - NEW	N/A	NEW	\$ -	\$ 15,000.00	RFQ in 2023 to build. Reduced service fee in 2024.
Consultant (TBD)	45.26%	0.00%	\$ 5,000.00	\$ 5,000.00	CHECK
<b>PROFESSIONAL SERVICES - MAINTENANCE</b>					
Financial Services - Bookkeeping Contingen	N/A	0.00%	\$ 10,000.00	\$ 10,000.00	Need oversight help with retired clerk, and potential annual bookkeeping process check.
Maintenance Services Contract (MacMiller)	52.83%	1.82%	\$ 27,500.00	\$ 28,000.00	Contractual work not special projects
CO2 Services (Central Welding Services)	50.36%	0.00%	\$ 5,000.00	\$ 5,000.00	Trends not changing enough.
Water Quality (Aqtc Spec.)	55.70%	0.00%	\$ 16,000.00	\$ 16,000.00	Includes Pool Chemicals. Trend shows it is still inline, plus we have surplus on hand.
Roof and Gutter Maintenance (Sound)	0.00%	14.29%	\$ 3,500.00	\$ 4,000.00	Not yet performed. Scheduled late fall.
Landscaping (NLS)	70.05%	11.11%	\$ 7,200.00	\$ 8,000.00	New addendum effective September 2022.
Custodial - MRP Qtrly Deep Clean (TBD)	263.08%	16.67%	\$ 6,000.00	\$ 7,000.00	Added roof cleaning due to growth on roof. For roof, gutters, ducts and facility deep clean
Rekey Services (Bill's Locksmith)	20.53%	-33.33%	\$ 3,000.00	\$ 2,000.00	Lost keys or changeover. Important to have as insurance for potential issue
Coffee and Water Services (Mountain Mist)	58.28%	0.00%	\$ 2,000.00	\$ 2,000.00	Trending towards same
Cleaning & Janitorial (Office) NEW	N/A	N/A	N/A	\$ 1,100.00	Chose to save offices after budget process completed.
<b>REPAIRS &amp; MAINTENANCE</b>					
Maintenance Services Non-Contracted (Var	47.94%	0.00%	\$ 75,000.00	\$ 75,000.00	Will be 133% by end of October. Need to keep levy down. Repairs from Capital Reserve.
Budget Contingency (Backup for Maintenanc	20.07%	-100.00%	\$ 34,700.00	\$ -	This was remaining balance to bring expenses up to .20/1,000 in 2023
Office/IT Equipment Repairs	0.00%	0.00%	\$ 2,500.00	\$ 2,500.00	Should keep as a contingency.
<b>COMMUNICATIONS</b>					
Telephone/Internet (Comcast)	98.12%	0.00%	\$ 3,500.00	\$ 3,500.00	Reducing to one office. Also switched to Elevate Phone. Should be fine.
Scheduling (Omnify)		-100.00%	\$ 1,300.00	\$ -	Never used omnify, but had it in case it was needed.
Elevate Phone System (Cellular (Line2))	34.29%	8.70%	\$ 4,600.00	\$ 5,000.00	Phone system.
Desktop Licenses (Msoft + Misc Desktop)	46.14%	-16.67%	\$ 4,800.00	\$ 4,000.00	Working to cleanup old licenses.
Work Email Accounts (Google Suite)	138.72%	166.67%	\$ 300.00	\$ 800.00	Eliminating some emails.
Remote Meeting Software (Zoom)	108.21%	150.00%	\$ 400.00	\$ 1,000.00	
Website Maintenance	110.69%	0.00%	\$ 3,000.00	\$ 3,000.00	Need to update website when finally have time.
Postage & Mailing	50.68%	0.00%	\$ 750.00	\$ 750.00	
Email Notification System (CampMon)	35.40%	-25.00%	\$ 1,000.00	\$ 750.00	
<b>TRAINING &amp; TRAVEL</b>					
In-Service Supplies (Internal Training)	0.00%	0.00%	\$ 2,500.00	\$ 2,500.00	Focus on more trainings = quality.
Certifications (nonWSI)	75.09%	28.57%	\$ 3,500.00	\$ 4,500.00	Most certs provided by summer.
Swim Lesson Licensing (Amrcn Red Cross)	0.00%	-40.00%	\$ 2,500.00	\$ 1,500.00	Not charged yet this year. Still should have space if lower line item.

Management Staff Training	32.90%	-30.00%	\$ 5,000.00	\$ 3,500.00	Been too busy in 2023. But still want to keep some money available.
Travel for Business (Mileage,Tolls)	11.99%	-66.67%	\$ 3,000.00	\$ 1,000.00	Added mileage for in-city business trips.
Misc. Travel (Lodging, Per Diem)	0.00%	-83.33%	\$ 3,000.00	\$ 500.00	Send staff to conferences.
<b>ADVERTISING</b>					
District Advertising	141.29%	20.00%	\$ 10,000.00	\$ 12,000.00	Parade float items and giveaways were placed here. Should be okay for 2024 w/ small increase.
Bulk Printing - District Postcard	0.00%	0.00%	\$ 2,500.00	\$ 2,500.00	Should keep these both for future post card mailings
Bulk Mailing - District Postcard	0.00%	0.00%	\$ 4,500.00	\$ 4,500.00	Should keep these both for future post card mailings
Ad Design	30.39%	-20.00%	\$ 500.00	\$ 400.00	
Sponsorship Supported	0.00%	-	\$ -	\$ -	
<b>RENTALS &amp; LEASES</b>					
District Offices	N/A	N/A	\$ -	\$ 9,600.00	Not budgeted in 2023. Decision to keep offices made after budget cycle.
Storage Rental (AAAA)	39.40%	-20.00%	\$ 5,000.00	\$ 4,000.00	Able to surplus items that freed up onsite and storage capacity. Also did not get rid of offices that wouldve required more storage.
Misc. Rentals	0.00%	-30.00%	\$ 5,000.00	\$ 3,500.00	Potential lift rental for Feasibility Study & Cleaning/light replacement.
Meeting Rentals	0.05%	-50.00%	\$ 1,000.00	\$ 500.00	Have office space for meetings
<b>UTILITIES</b>					
Gas/Electricity (PSE)	60.92%	0.00%	\$ 180,000.00	\$ 180,000.00	
Water (Highline WD))	51.84%	0.00%	\$ 9,900.00	\$ 9,900.00	
Sewer (Midway)	39.15%	-10.00%	\$ 5,000.00	\$ 4,500.00	
Trash/Recycling (Recology)	60.87%	0.00%	\$ 6,000.00	\$ 6,000.00	
<b>INSURANCE</b>					
Insurance, Liability (WCIA)	123.34%	45.16%	\$ 31,000.00	\$ 45,000.00	Insurance through WCIA. (40% Increase). Already charged.
<b>MISCELLANEOUS</b>					
Printing & Copying Outside (Various)	53.13%	0.00%	\$ 2,000.00	\$ 2,000.00	
Memberships, Dues & Subscriptions	178.24%	50.00%	\$ 4,000.00	\$ 6,000.00	Part of WRPA and NRPA as organizations.
Misc. Services/Discrepancies	18.22%	-50.00%	\$ 4,000.00	\$ 2,000.00	Better job in tracking in 2022.
AMG Liabilities	0.00%	0.00%	\$ 250.00	\$ 250.00	
Background Checks/Formely Fingerprinting	67.40%	25.00%	\$ 2,000.00	\$ 2,500.00	
Scholarships	9.60%	-16.67%	\$ 18,000.00	\$ 15,000.00	Grants have covered this money.
<b>INTERGOVERNMENTAL SERVICES</b>					
Elections (King County)	0.00%	N/A	\$ -	\$ 20,000.00	1 positon for November election. Every other year.
Audits (SAO)	0.00%	-9.09%	\$ 5,500.00	\$ 5,000.00	Remote audits, but due
City Services (City of DM)	156.80%	0.00%	\$ 5,000.00	\$ 5,000.00	Charged for 2020-2023 services.
King County Management Fees	0.00%	-	\$ -	\$ 1,000.00	Deducted from their internal services, but minimal. Need to track better in 2024.
Permits (KCHD, CoDM)	46.49%	0.00%	\$ 2,000.00	\$ 2,000.00	
Inspections (Fire Extinguisher)	76.72%	25.00%	\$ 1,000.00	\$ 1,250.00	
B&O Tax/Agency (DOR)	71.91%	10.00%	\$ 7,500.00	\$ 8,250.00	Trending towards this number.
<b>TOTAL FOR ADMINISTRATION &amp; OPERATIONS</b>		<b>8.86%</b>	<b>\$ 1,646,072.46</b>	<b>\$ 1,791,910.00</b>	
<b>CAPITAL/PROJECTS</b>					
<b>Miscellaneous</b>					
Architect/Design/Inspections	48.14%	-100.00%	\$ 137,500.00	\$ -	Could change at October 24 meeting
Advertising	0.00%	0.00%	\$ 500.00	\$ 500.00	
Project Permits	0.00%	-33.33%	\$ 1,500.00	\$ 1,000.00	
<b>Projects</b>					
Gate Installation	N/A	N/A	\$ -	\$ -	Not enough money. Can vote to pay from capital
<b>Transfers</b>					
Transfer to Capital Account			\$ 75,000.00	\$ 75,000.00	
<b>TOTALS</b>			<b>\$ 86,500.00</b>	<b>\$ 76,500.00</b>	
			<b>\$ 1,732,576.46</b>	<b>\$ 1,868,410.00</b>	

#### BUDGET LEVY AFFECTS (2023 A.V.)

#### LEVY REQUEST BREAKDOWN

EXPENSES	\$ 1,868,410.00
BEG CASH BALANCE	\$ 975,000.00
EST. REVENUE MRP	\$ 210,000.00
OTHER REVENUE (NP)	\$ 25,000.00
MISC REVENUE (INTEREST)	\$ 15,000.00
GRANTS	\$ -
ENDING CASH	\$ 600,000.00
<b>TOTAL TAX NEEDED</b>	<b>\$ 1,243,410.00</b> %'s from October 26 Levy Worksheet
<b>Est. Levy Rate 2024 (9/28/24)</b>	<b>\$ 0.200097</b>

## Des Moines Pool Metropolitan Park District

### AGENDA ITEMS SUMMARY SHEET

**Agenda Item #:** 10b    **Assigned to:** District G.M.    **Meeting Date:** November 14, 2023

**Under:** Public Hearing                      **Attachment:**    Yes X No       

**Subject:** *Budget and Levy Certification (Public Hearing)*

#### Background/Summary:

The Budget and Levy Certification for 2024 are due on November 30, 2023.

For **Resolution 2023-07 Certifying Property Tax Levy and Adopting an Operating Budget** for the Fiscal Year Beginning January 1, 2024, the \$1,243,410, \$1,168,410 is for operations, while \$75,000 is set for capital. The District has also allocated \$75,000 for unforeseen maintenance. Any of the unused monies to maintain these issues can also be transferred to capital. This will be done at the end of 2024. There is also 4,681 in refunds (new construction) that will cover the total.

**Ordinance form 2152** is included with Resolution 2023-07 and will need to be signed by the President of the Board of Commissioners. It reflects the information that is included in the resolution but is required by King County.

For **Resolution 2023-08 Property Tax Increase/Decrease** is for increases to the levy from one year to the next. The levy rate has dropped around \$200 million from last year, the budget has been decreased \$51,970 (4%) to ensure the district is at the \$.20/1,000 level. As of October 26, the district's assessed value is being used to set the budget. This may change between now and when the final 2024 assessed value is set. This should have minimal effects on the levy certification.

**Resolution 2022-08 Substantial Need:** There is no need for a Substantial Need Resolutions since the levy amount is being reduced.

Finally, math for the levy certification is from the Assessed Value provided by the county dated October 26. This information was sent out on Monday, October 30 and is the most recent update before the agenda packet was processed and finalized on Thursday, November 9<sup>th</sup>. Des Moines Pool MPD assessed values (AV) are based on the boundaries of the City of Des Moines and will change between now and the start of 2024.

**Fiscal Impact:**    See attached documents.

#### Proposed Motion:

**ALL MOTIONS MOVED TO 10D AFTER PUBLIC COMMENT.**



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

**RESOLUTION NUMBER 2023-07**

**CERTIFYING PROPERTY TAX LEVY AND  
ADOPTING AN OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING  
JANUARY 1, 2024**

**WHEREAS**, the King County Assessor has notified the Commissioners of the DES MOINES POOL METROPOLITAN PARK DISTRICT that the estimated assessed valuation of property lying within the boundaries of said district for the year 2023 is \$6,214,036,064 and;

**NOW THEREFORE BE IT RESOLVED** by the Board of Commissioners of the DES MOINES POOL METROPOLITAN PARK DISTRICT as follows:

1. That the Honorable King County Council, be and is hereby requested to make a regular property tax levy for 2023, to be collected in 2024 for the DES MOINES POOL METROPOLITAN PARK DISTRICT in the amount of \$1,243,410 which includes new construction, any increase in state-assessed property and refunds in the amount of \$4,681.
2. That the Treasurer of King County, Washington be and is hereby authorized and directed to deposit and sequester the monies received from the collection of the tax levy specified in Section 2 above into the General (Current Expense) Fund of the DES MOINES POOL METROPOLITAN PARK DISTRICT
- .3. The budget of the DES MOINES METROPOLITAN PARK DISTRICT, for the year 2023 hereby adopts at the fund level in its final form and content as set forth in the comprehensive budget document, copies of which are on file in the office of the district, the following:

- |    |                       |   |
|----|-----------------------|---|
| A. | \$ <u>\$1,168,410</u> | to the Current Expense Fund of the District |
| B. | \$ <u>\$75,000</u>    | to the Capital Reserve Fund of the District |

4. That certified copies of this resolution, together with exhibits, shall be delivered to:

Clerk's Office  
Metropolitan King County Council  
516 Third Avenue  
Room W-1025  
Seattle, WA 98104

Accounting Division  
Department of Assessments  
500 Fourth Avenue  
Room 709  
Seattle, WA 98104



**ADOPTED** by the Board of Commissioners of the DES MOINES POOL METROPOLITAN PARK DISTRICT,  
King County, Washington at a Regular Meeting this 14th day of November 2023.

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Commissioner

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Commissioner

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Commissioner

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Commissioner

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Commissioner

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District Clerk

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

**RESOLUTION NUMBER 2023-08  
PROPERTY TAX INCREASE (DECREASE) RESOLUTION  
RCW 84.55.120**

**WHEREAS**, the Board of Commissioners of the DES MOINES POOL METROPOLITAN PARK DISTRICT has properly given notice of the public hearing held on November 14, 2023 to consider the department's current expense budget for the 2024 calendar year, pursuant to RCW 84.55.120; and

**WHEREAS**, the Board of Commissioners of the DES MOINES POOL METROPOLITAN PARK DISTRICT, after hearing, and after duly considering all relevant evidence and testimony presented, has determined that the District does not require an increase in property tax revenue from the previous year, in addition to the increase resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of the department and in its best interest; now therefore, be it

**RESOLVED**, by the Board of Commissioners of the DES MOINES POOL METROPOLITAN PARK DISTRICT that an increase in the regular property tax levy, in addition to the increase resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made is hereby authorized for the 2024 levy in the amount of \$51,970 which is an decrease of (4%) from the previous year.

**ADOPTED** by the Board of Commissioners of the DES MOINES POOL METROPOLITAN PARK DISTRICT, King County, Washington at a Regular Meeting this 14<sup>th</sup> day of November 2023.

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Commissioner

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Commissioner

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Commissioner

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Commissioner

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Commissioner

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District Clerk

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
November 14, 2023  
(DATE)

# PRELIMINARY LEVY LIMITATIONS WORKSHEET 10.26.2023

TAXING DISTRICT	Des Moines Pool Metro Park		2023	Levy for	2024	Taxes	IPD:	1.03670
A. Highest regular tax which could have been lawfully levied beginning with the 1985 levy (refund levy not included).								
Year	2023	\$2,280,162	x	101.00%	=	\$2,302,964		
		Highest Lawful Levy Since 1985		Limit Factor/Max Increase 101%				
Current year's assessed value of new construction, improvements, and wind turbines, solar, biomass, and geothermal facilities in original districts before annexation occurred times last year's levy rate (if an error occurred or an error correction was made in the previous year, use the rate that would have been levied had no error occurred).								
	\$32,299,525	x	0.20113	÷	\$1,000	=	\$6,496	
	A.V.		Last Year's Levy Rate					
C. Tax Increment finance area increment AV increase (RCW 84.55.010(1)(e) (value included in B & D cannot be included in C)								
	\$0	x	0.20113	÷	\$1,000	=	\$0	
	A.V.		Last Year's Levy Rate					
D. Current year's state assessed property value less last year's state assessed property value. The remainder is to be multiplied by last year's regular levy rate (or the rate that should have been levied).								
	\$56,007,110	-	\$56,007,110	=	\$0			
	Current Year's A.V.		Previous Year's A.V.		Remainder			
	\$0	x	0.20113	÷	\$1,000	=	\$0	
	Remainder from Line D		Last Year's Levy Rate					
E. Regular property tax limit:					A+B+C+D	=	\$2,309,460	
Parts F through H are used in calculating the additional levy limit due to annexation.								
F. To find the rate to be used in F, take the levy limit as shown in Line E above and divide it by the current assessed value of the district, excluding the annexed area.								
	\$2,309,460	÷	\$6,214,036,064	x	\$1,000	=	\$0.37165	
	Total in Line E		Assessed Value Less Annexed AV					
G. Annexed area's current assessed value including new construction and improvements, times the rate in Line E.								
	\$0	x	\$0.37165	÷	\$1,000	=	\$0	
	Annexed Area's A.V.		\$0.00000					
H. Regular property tax limit including annexation					E+G	=	\$2,309,460	
I. Statutory maximum calculation								
Only enter fire/RFA rate, I								
	0.75000	-	0	-	0	+	0	= 0.75000
	District base levy rate		Fire or RFA Rate		Library Rate		Firefighter Pension Fund	Statutory Rate Limit
	6,214,036,064	x	0.75000	÷	\$1,000	=	\$4,660,527	
	A.V. of District		Statutory Rate Limit				Statutory Amount	
J. Highest Lawful Levy For This Tax Year (Lesser of G and H)					=	\$2,309,460		
K. New highest lawful levy since 1985 (Lesser of I & H minus C, unless A (before limit factor increase) is greater than I or H minus C, then A before the limit factor increase						\$2,309,460		
L. Lesser of I and J						\$2,309,460		
M. Refunds						\$4,681		
N. Levy Corrections					Year of Error:	0		
1. Minus amount over levied (if applicable)						0		
2. Plus amount under levied (if applicable)						0		
O. Total: L+M+/-N (unless Voted Rate)						\$2,314,141		
P. Tax Base For Regular Levy								
1. Total district taxable value (including state-assessed property, and excluding boats, timber assessed value, and the senior citizen exemption for the regular levy)						\$6,214,036,064		
Q. Tax Base for Excess and Voted Bond Levies								
2. Less assessed value of the senior citizen exemption of less than \$40,000 income or 65% of the median household income for the county based on lower of frozen or market value.						\$85,541,607		
3. Plus Timber Assessed Value (TAV)						\$0		
4. Tax base for excess and voted bond levies					(1-2+3)	\$6,128,494,457		
R. Increase Information								
1. Levy rate based on allowable levy						0.3724		
2. Last year's ACTUAL regular levy						\$1,295,380		
3. Dollar Increase over last year other than New Construction (-) Annexation						\$1,007,584		
4. Percent Increase over last year other than New Construction (-) Annexation						77.78286%		

## Des Moines Pool Metropolitan Park District

### AGENDA ITEMS SUMMARY SHEET

**Agenda Item #:** 10c **Assigned to:** District G.M. **Meeting Date:** November 14, 2023

**Under:** Public Hearing **Attachment:** Yes X No       

**Subject:** *Public Comment (Budget and Levy Hearing)*

#### Background/Summary:

Members of the public may comment on items relating to the Public Hearing. Comments are limited to three (3) minutes per person. If you cannot attend the meeting, or attend remotely. You can send your comments by email to [info@mtrainierpool.com](mailto:info@mtrainierpool.com). All emailed comments are due by noon on November 14. This allows staff to prepare the information to be read at the meeting. Exceptions may be made to the time restrictions of persons speaking at the discretion of the Chair, when warranted.

For better public access, we will also take email public comment that was provided before the deadline. The deadline is noon on November 14, 2023.

Motions for the budget and levy will be made after public comment.

**Fiscal Impact:** N/A

#### Proposed Motion:

No motion.

Reviewed by District Legal Counsel: Yes X No        Date: 11/07/23

#### Three Touch Rule:

	Committee Review
<u>10/24/23</u>	First Board Meeting (Informational)
<u>11/14/23 (PH)</u>	Second Board Meeting (Action)

**Action Taken:** Adopted        Rejected        Postponed       

**Follow-up Needed:** Yes N/A No        Report back date: Monthly

#### Notes:

No attachments.

## Des Moines Pool Metropolitan Park District

### AGENDA ITEMS SUMMARY SHEET

**Agenda Item #:** 10d **Assigned to:** District G.M. **Meeting Date:** November 14, 2023

**Under:** Public Hearing **Attachment:** Yes X No       

**Subject:** *Budget and Levy Motions (Budget and Levy Hearing)*

#### Background/Summary:

The District GM has moved all of the motions to their own AIS. The process was setup to better utilize the screens of remote users.

Below are the motions for first the budget and then the levy.

Paperwork is due to King County by November 30, 2023. These forms will need signatures from each board member. Please sign the forms as soon as you can.

#### Proposed Motion:

##### BUDGET MOTION

Motion 1: I move to approve the 2024 Budget of \$ 1,168,410.00 in General Fund and \$75,000 in Capital Reserve for the calendar year 2024.

##### LEVY MOTIONS

Motion 1: I move to approve Resolution 2023-07 "Certifying Property Tax Levy and Adopting an Operating Budget for the Fiscal Year Beginning January 1, 2024".

Motion 2: I move to approve Resolution 2023-08 "Resolution of Increase/Decrease" for a decrease of \$51,970 between the 2023 and 2024 levy certifications.

Reviewed by District Legal Counsel: Yes X No        Date: 11/07/2023

#### Three Touch Rule:

<u>N/A</u>	Committee Review
<u>10/24/23</u>	First Board Meeting (Informational)
<u>11/14/23 (PH)</u>	Second Board Meeting (Action)

**Action Taken:** Adopted        Rejected        Postponed       

**Follow-up Needed:** Yes N/A No        Report back date: Monthly

#### Notes:

No attachments. Reference attachments from 10a and 10b for reference.