



Des Moines Pool Metropolitan Park District

December 12, 2023

7:00 p.m.

Regular "Hybrid" Meeting

Meetings are hybrid: being held remotely using Zoom and in-person at the Des Moines Pool MPD District Office (22015 Marine View Dr. So. – Main floor). If you wish to listen in, please do so at 1-253-205-0468; Meeting ID: 896 6696 6354; Passcode: 194246. Any questions or comments should be directed to Scott Deschenes, District General Manager at (206) 429-3852 or by email at scott.deschenes@desmoinespool.org. Public comment for those who cannot physically attend will be due by email to info@mtrainierpool.com by noon on the day of each meeting. Patrons that can attend in-person will be allotted three minutes during public comment (#5). This is due to the hybrid format of the meetings.

AGENDA

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

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

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

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

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

Hybrid Meeting: If you are unable to physically attend and wish to make public comment, please submit in writing via email to info@mtrainierpool.com by Noon on Tuesday, December 12th. Please include your name, address, and contact phone number. All timely submitted public comments will be read at the meeting subject to the time limit. Any public comments received after noon, will be read at the following regular meeting

7:08 6. **CONSENT AGENDA**

a. EXPENDITURE/REVENUE FOR OCTOBER

b. STAFF/CONTRACTOR/COMMITTEE REPORTS

District General Manager Report

c. ADOPTION OF MINUTES

November 14, 2023

d. CORRESPONDENCE

None at time agenda created.

e. BANK TRANSFERS (MRP REVENUE)

f. VOUCHER APPROVAL

\$49,841.26 was processed in November for warrant requests.

g. KING COUNTY ELECTRONIC FUNDS TRANSFERS (EXPENSES)

\$56,652.00 was processed in November for payroll.

7:09 7. **EXECUTIVE SESSION(S)**

a. HSD Lease

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

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

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

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

8. OLD BUSINESS

- 7:10 a. FitOnHealth Agreement
- 7:13 b. VisionMS Agreement
- 7:16 c. Resolution 2023-09 Amendment to 2024 Budget
- 7:19 d. 2024 Proposed Salary Scale

9. NEW BUSINESS

- 7:24 a. 2024 Meeting Dates (first touch)
- 7:28 b. Bylaws Review (first touch)
- 7:32 c. Board Officers and Committees (first touch)
- 7:35 d. Resolution 2023-10 Cancellation of Warrants

10. GOOD OF THE ORDER

11. UPCOMING MEETINGS

- January 23, 2024, Regular Board Meeting, 7:00 p.m., Location DMPMPD Office (22015 Marine Drive So. #2B, Des Moines, WA)

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

ADJOURNMENT

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

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Des Moines Pool Metropolitan Park District

AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 6a-g **Assigned to:** District GM **Meeting Date:** December 12, 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

- October: Expenses and Revenue-
- *Revenue and Expenses for November delayed until January 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

- November 12, 2023, Regular Board Meeting/ Budget and Levy Public Hearing

Item 6d: Correspondence

Item 6e: Bank Transfers (MRP Revenue) –

Item 6f: Voucher Approval - The following voucher/warrants totaling **\$49,841.26** were approved for payment.

- \$8,297.01 was processed on November 6, 2023
- \$1,395.46 was processed on November 13, 2023
- \$1,653.28 was processed on November 13, 2023
- \$30,043.05 was processed on November 20, 2023
- \$8,452.46 was processed on November 21, 2023

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

- \$28,002.30 was approved for payroll on November 15, 2023
- \$33,922.50 was approved for payroll on November 30, 2023

A total of **\$106,493.26** was processed in November 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 November 2023 totaling **\$106,493.26**.

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

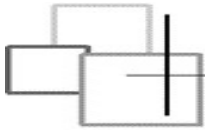
Two Touch Rule: _____ N/A _____ First Board Meeting (Informational)
_____ N/A _____ Second Board Meeting (Action)

Action Taken: Adopted _____ Rejected _____ Postponed _____

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

Notes:

Attachments: Various



2023 EXPENDITURES -October 2023

Beginning Monthly Balance = \$1,767,671.81

Ending Monthly Balance = \$1,974,22.88

Includes Capital Reserve = \$525,000.00

Category/ Acct #	Reference	Oct 2023	YTD Expense	2023 Budget	Budget Balance	% of Budget
						Target 83.3%
Salaries & Wages						
001-000-000-576-20-10-00	Commissioners - Subsidies	\$470.81	\$9,386.77	\$24,000.00	\$14,613.23	39.11%
001-000-000-576-20-10-01	District Manager - Wage	\$6,232.66	\$62,418.33	\$105,000.00	\$42,581.67	59.45%
001-000-000-576-20-10-02	District Clerk -Wage	\$0.00	\$27,456.88	\$37,377.60	\$9,920.72	73.46%
001-000-000-576-21-10-01	Aquatics Mgr -Wage	\$5,616.35	\$55,241.07	\$91,582.40	\$36,341.33	60.32%
001-000-000-576-21-25-02	Aquatic Coordinators (2)	\$4,677.01	\$46,638.71	\$74,755.20	\$28,116.49	62.39%
001-000-000-576-21-30-03	Lead Lifeguard	\$0.00	\$0.00	\$51,251.20	\$51,251.20	0.00%
001-000-000-576-21-30-04	PPT Lifeguards	\$2,514.33	\$27,931.16	\$100,713.60	\$72,782.44	27.73%
001-000-000-576-21-30-02	Instructors	\$7,946.72	\$81,884.68	\$90,000.00	\$8,115.32	90.98%
001-000-000-576-21-32-02	Head Lifeguards	\$5,777.06	\$76,917.83	\$35,000.00	(\$41,917.83)	219.77%
001-000-000-576-21-30-01	TPT Lifeguards (Various)	\$9,291.60	\$95,104.89	\$195,000.00	\$99,895.11	48.77%
001-000-000-576-21-30-05	Water Exercise Instructor	\$0.00	\$1,121.12	\$12,500.00	\$11,378.88	8.97%
	Total Salaries & Wages	\$42,526.54	\$484,101.44	\$817,180.00	\$333,078.56	59.24%
Taxes & Misc						
001-000-000-576-21-21-19	Payroll Taxes	\$14,223.04	\$147,509.80	\$200,000.00	\$52,490.20	73.75%
001-000-000-576-21-33-04	Overtime (OT)	\$93.92	\$2,776.92	\$5,000.00	\$2,223.08	55.54%
001-000-000-576-21-33-05	Family Medical Leave (FMLA)	\$0.00	\$0.00	\$500.00	\$500.00	0.00%
001-000-000-576-21-33-00	Sick Pay	\$0.00	\$1,111.36	\$3,500.00	\$2,388.64	31.75%
	Total Taxes & Misc	\$14,316.96	\$151,398.08	\$1,843,360.00	\$723,759.04	8.21%
Personal Benefits						
001-000-000-576-21-22-30	Personal Benefits (AWC/DRS)	\$3,953.23	\$34,844.99	\$76,000.00	\$41,155.01	45.85%
001-000-000-576-20-22-40	Fringe Benefits (Car, Mileage)	\$135.00	\$1,290.00	\$2,000.00	\$710.00	64.50%
001-000-000-576-21-25-05	Incentive Pay	\$0.00	\$0.00	\$7,500.00	\$7,500.00	0.00%
	Total Personal Benefits	\$4,088.23	\$36,134.99	\$78,000.00	\$41,865.01	46.33%
Office Supplies						
001-000-000-576-21-35-03	Office Supplies (Amazon/staples)	\$134.29	\$596.54	\$2,000.00	\$1,403.46	29.83%
001-000-000-576-20-35-00	Office Equipment (non-capitalized-SAA)	\$0.00	\$0.00	\$2,500.00	\$2,500.00	0.00%
001-000-000-576-20-35-01	Computer Equipment (Non-capitalized)	\$1,994.93	\$7,921.51	\$6,000.00	(\$1,921.51)	132.03%
	Total Office Supplies	\$2,129.22	\$8,518.05	\$10,500.00	\$1,981.95	81.12%
Maintenance & Repair Supplies						
001-000-000-576-21-31-00	Maintenance Supplies and Small Tools	\$65.76	\$1,457.98	\$3,500.00	\$2,042.02	41.66%
001-000-000-576-21-35-02	Janitorial Supplies & Services	\$208.76	\$3,024.10	\$7,700.00	\$4,675.90	39.27%
	Total Maintenance & Repair Supplies	\$274.52	\$4,482.08	\$11,200.00	\$6,717.92	40.02%
Pool Supplies						
001-000-000-576-21-40-00	Employee Recognition	\$60.00	\$702.64	\$2,000.00	\$1,297.36	35.13%
001-000-000-576-21-35-15	Special Pool Events	\$342.45	\$655.13	\$5,000.00	\$4,344.87	13.10%
001-000-000-576-21-42-06	Uniforms &Clothing	\$0.00	\$0.00	\$5,000.00	\$5,000.00	0.00%
001-000-000-576-21-43-06	First Aid Supplies	\$0.00	\$49.19	\$2,500.00	\$2,450.81	1.97%
001-000-000-576-21-49-01	Lifeguard Supplies & Equip	402.59	\$6,474.84	\$5,000.00	(\$1,474.84)	129.50%
	Total Pool Supplies	\$805.04	\$7,881.80	\$19,500.00	\$11,618.20	40.42%
Pool Equipment						
001-000-000-576-21-35-14	Misc Pool Equipment (ER&R)	\$131.02	\$961.53	\$6,000.00	\$5,038.47	16.03%
	Total Pool Equipment	\$131.02	\$961.53	\$6,000.00	\$5,038.47	0.69%
Professional Svcs - Clerical						
001-000-000-576-20-41-01	Consulting Contracts	\$744.30	\$3,668.50	\$5,000.00	\$1,331.50	73.37%
001-000-000-576-20-41-04	Legal Services Contract (Snure)	\$165.00	\$10,610.57	\$14,000.00	\$3,389.43	75.79%
001-000-000-576-20-41-05	Financial Management Software (VisionMS)	\$0.00	\$0.00	\$3,000.00	\$3,000.00	0.00%
001-000-000-576-20-41-08	IT Admin/Computer Services (CMIT)	\$1,701.00	\$24,376.35	\$25,000.00	\$623.65	97.51%
001-000-000-576-20-41-14	IT Server Hosting	\$0.00	\$227.35	\$4,000.00	\$3,772.65	5.68%
001-000-000-576-20-49-10	Printing/Copying (Canon)	\$62.60	\$889.31	\$460.00	(\$429.31)	193.33%
001-000-000-576-21-49-10		\$0.00	\$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	\$6,000.00	\$1,045.50	82.58%
001-000-000-576-21-42-04	Credit Card Transactions (Authorize.net)	\$75.00	\$581.64	\$2,000.00	\$1,418.36	29.08%
001-000-000-576-21-42-05	Payroll/HR Fees (Heartland)	\$602.12	\$6,088.10	\$6,000.00	(\$88.10)	101.47%

Category/ Acct #	Reference	Oct 2023	YTD Expense	2023 Budget	Budget Balance	% of Budget
001-000-000-576-21-42-09	Timekeeping (WhenIWork)	\$264.24	\$2,743.18	\$2,500.00	(\$243.18)	109.73%
001-000-000-576-20-41-15	Website RFQ	\$0.00	\$0.00	\$15,000.00	\$15,000.00	0.00%
	Total Prof Services-Front Offc	\$3,614.26	\$54,567.23	\$84,960.00	\$30,392.77	64.23%

Professional Svcs - Maintenance

001-000-000-576-20-41-09	District Janitorial Services	\$180.00	\$990.00	\$0.00	(\$990.00)	N/A*
001-000-000-576-20-41-03	Financial Services (Bookkeeping)	\$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	\$6,000.00	\$6,000.00	0.00%
001-000-000-576-21-31-02	CO2 Services (Central Welding)	\$500.31	\$3,043.44	\$5,000.00	\$1,956.56	60.87%
001-000-000-576-21-41-20	Gutter and Roof Management	\$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	\$615.91	\$3,000.00	\$2,384.09	20.53%
001-000-000-576-21-41-30	Landscaping Services (NW Landscape)	\$620.96	\$6,680.98	\$8,000.00	\$1,319.02	83.51%
001-000-000-576-21-42-08	Water/Coffee (Mountain Mist)	\$35.81	\$1,055.72	\$1,750.00	\$694.28	60.33%
001-000-000-576-21-48-10	Maintenance Contract (MacD-Miller)	\$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)	\$1,809.00	\$11,616.01	\$16,000.00	\$4,383.99	72.60%
	Total Prof Services-Maintenance	\$3,146.08	\$38,530.28	\$81,250.00	\$42,719.72	12.58%

Repairs & Maintenance

001-000-000-576-21-48-00	Maintenance Services (non-contracted)	\$7,603.85	\$46,178.17	\$75,000.00	\$28,821.83	61.57%
001-000-000-576-21-48-01	Office/IT Equipment Repairs	\$0.00	\$0.00	\$2,500.00	\$2,500.00	0.00%
	Total Repairs & Maintenance	\$7,603.85	\$46,178.17	\$77,500.00	\$31,321.83	59.58%

Communications

001-000-000-576-20-41-02	Web Design & Maintenance	\$37.99	\$3,358.77	\$3,000.00	(\$358.77)	111.96%
001-000-000-576-20-42-10	Desktop Licenses (MS & Misc)	\$320.40	\$2,855.49	\$4,800.00	\$1,944.51	59.49%
001-000-000-576-21-42-07	Postage and Mailing	\$18.89	\$407.77	\$750.00	\$342.23	54.37%
001-000-000-576-20-42-20	Telephone/Internet (Comcast)	\$155.50	\$3,951.06	\$3,500.00	(\$451.06)	112.89%
001-000-000-576-21-42-14	Elevate Phone System	\$228.49	\$1,369.69	\$5,000.00	\$3,630.31	27.39%
001-000-000-576-21-42-30	Work Email Accounts (Google Suite)	\$46.24	\$371.92	\$800.00	\$428.08	46.49%
001-000-000-576-21-41-14	Remote Meeting Software (GoToMtg.Zoom)	\$0.00	\$848.12	\$1,000.00	\$151.88	84.81%
001-000-000-576-20-42-04	Email Notification System (CampaignMonitor)	\$59.00	\$472.00	\$1,000.00	\$528.00	47.20%
	Total Communications	\$866.51	\$13,634.82	\$19,850.00	\$6,215.18	68.69%

Training & Travel

001-000-000-576-21-43-10	Travel for Business (Mileage, Tolls)	\$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)	\$15.00	\$15.00	\$3,000.00	\$2,985.00	0.50%
001-000-000-576-21-43-02	Training (LGI/WSI Certs)	\$0.00	\$2,250.99	\$3,000.00	\$749.01	75.03%
001-000-000-576-21-43-03	Certifications (non WSI)	\$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	\$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	\$126.00	\$2,500.00	\$2,374.00	5.04%
001-000-000-576-21-43-07	Management Staff Training	\$0.00	\$1,645.00	\$5,000.00	\$3,355.00	32.90%
	Total Training & Travel	\$15.00	\$5,483.08	\$22,500.00	\$17,016.92	24.37%

Advertising

001-000-000-576-20-41-07	District Advertising	\$465.00	\$16,079.67	\$10,000.00	(\$6,079.67)	160.80%
001-000-000-576-20-42-05	Bulk Mailing - District Postcard	\$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	\$2,500.00	\$2,500.00	0.00%
001-000-000-576-20-41-40	Ad Design	\$0.00	\$203.15	\$500.00	\$296.85	40.63%
	Total Advertising	\$465.00	\$16,282.82	\$17,500.00	\$1,217.18	93.04%

Rentals & Leases

001-000-000-576-20-45-00	District Office Rental (Zen)	\$0.00	\$7,174.50	\$0.00	(\$7,174.50)	N/A*
001-000-000-576-20-45-01	Storage Rental (AAAA)	\$300.00	\$2,570.00	\$5,000.00	\$2,430.00	51.40%
001-000-000-576-20-45-02	Miscellaneous Rentals	\$0.00	\$0.00	\$5,000.00	\$5,000.00	0.00%
001-000-000-576-20-45-05	Meeting Room Rental	\$0.00	\$0.45	\$1,000.00	\$999.55	0.05%
	Total Rentals & Leases	\$300.00	\$9,744.95	\$11,000.00	\$1,255.05	88.59%

Utilities

001-000-000-576-21-47-00	Electricity (PSE)	\$0.00	\$116,650.67	\$180,000.00	\$63,349.33	64.81%
001-000-000-576-21-47-02	Water (Highline)	\$1,346.18	\$6,442.82	\$9,900.00	\$3,457.18	65.08%
001-000-000-576-21-47-03	Garbage/Recycling (Recology)	\$456.06	\$4,108.24	\$6,000.00	\$1,891.76	68.47%
001-000-000-576-21-47-04	Sewer (Midway)	\$0.00	\$3,121.64	\$5,000.00	\$1,878.36	62.43%
	Total Utilities	\$1,802.24	\$130,323.37	\$200,900.00	\$70,576.63	64.87%

Insurance

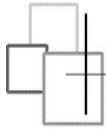
001-000-000-576-20-46-00	Insurance - WCIA, AWC	\$0.00	\$38,234.00	\$31,000.00	(\$7,234.00)	123.34%
	Total Insurance	\$0.00	\$38,234.00	\$31,000.00	(\$7,234.00)	123.34%

Miscellaneous

001-000-000-576-21-40-20	Scholarships	\$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	\$250.00	\$250.00	0.00%
001-000-000-576-20-49-07	Misc. Services/Discrepancies	\$3,366.50	\$8,791.75	\$2,000.00	(\$6,791.75)	439.59%
001-000-000-576-20-49-08	Printing & Copying (Outside Vendors)	\$0.00	\$0.00	\$2,000.00	\$2,000.00	0.00%
001-000-000-576-20-49-60	Dues/Membershp/Subscriptions	\$0.00	\$1,028.04	\$6,000.00	\$4,971.96	17.13%

Category/ Acct #	Reference	Oct 2023	YTD Expense	2023 Budget	Budget Balance	% of Budget
001-000-000-334-05-10-01	SEEK Grant	\$539.10	\$21,823.45	\$80,000.00	\$58,176.55	27.28%
001-000-000-576-20-51-50	Background checks	\$58.00	\$1,263.00	\$2,500.00	\$1,237.00	50.52%
	Total Miscellaneous	\$3,963.60	\$33,290.60	\$107,750.00	\$74,459.40	30.90%
Intergovernmental Services						
001-000-000-576-20-51-02	Inspections (Fire Ext)	\$0.00	\$767.16	\$1,000.00	\$232.84	76.72%
001-000-000-576-20-41-11	SAO Audit	\$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	\$5,393.44	\$7,500.00	\$2,106.56	71.91%
001-000-000-576-20-51-10	Services Contract (City of Des Moines)	\$805.00	\$9,065.00	\$5,000.00	(\$4,065.00)	181.30%
001-000-000-576-21-49-20	Permits and Fees (KCHD, CoDM, Cash Mgmt)	\$0.00	\$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)	0.00%
	Total Intergov Services	\$805.00	\$16,155.40	\$21,000.00	\$4,844.60	76.93%
Capital *						
001-000-000-594-76-41-01	Capital - Permits, Fees, Inspections	\$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	\$500.00	\$500.00	0.00%
001-000-000-594-76-41-03	Capital - Architects/Engineers	\$43,649.65	\$130,809.59	\$137,500.00	\$6,690.41	95.13%
001-000-000-594-76-41-06	Gate Installation	\$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	\$75,000.00	\$75,000.00	0.00%
	Total Capitals	\$43,649.65	\$130,809.59	\$234,500.00	\$103,690.41	55.78%
	TOTAL ADMINISTRATION	\$17,253.69	\$243,636.50	\$333,587.60	\$89,951.10	73.04%
	TOTAL OPERATIONS	\$69,599.38	\$852,266.19	\$1,405,502.40	\$575,059.66	60.64%
	TOTAL CAPITAL	\$43,649.65	\$130,809.59	\$234,500.00	\$103,690.41	55.78%
GRAND TOTALS		\$130,502.72	\$1,226,712.28	\$1,973,590.00	\$768,701.17	62.15%

**District Offices (and corresponding services) not budgeted for 2023. District changed position on eliminating offices due to logistical issues.*



2023 REVENUES October

Account #	Reference	Oct 2023	YTD Balance	2023 Budget	Budget Balance
General Fund Taxes					
001-000000-311-11-00-00	Property Taxes	\$518,772.05	\$1,217,350.02	\$0.00	\$0.00
001-000-000-311-11-00-01	Timber Harvest Tax	\$0.09	\$0.26	\$0.00	\$0.00
001-000-000-317-20-00-00	Leasehold Excise Tax	\$0.00	\$4,581.43	\$0.00	-\$125.81
	Total General Fund	\$518,772.14	\$1,221,931.71	\$0.00	\$0.00
Charges for Goods and Services					
001-000-000-347-60-00-00	Normandy Pk - Pool Use Fee (annual)	\$0.00	\$0.00	\$25,000.00	\$0.00
	Total Charges for Goods and Services	\$0.00	\$0.00	\$25,000.00	\$0.00
Miscellaneous Revenues					
001-000-000-361-11-00-00	Investment Interest	\$4,695.89	\$40,380.03	\$0.00	\$0.00
001-000-000-367-00-00-01	Contributions/Donations (to Scholarships)	\$0.00	\$0.00	\$0.00	\$0.00
001-000-000-369-81-00-00	Cash Over/Shorts (Refunds)	\$0.00	\$0.00	\$0.00	\$0.00
001-000-000-369-81-00-02	Misc Revenue	\$1,463.25	\$1,963.25	\$0.00	\$0.00
001-000-000-369-81-00-03	MRP Cash Deposits	\$1,151.06	\$15,049.87	\$0.00	\$0.00
001-000-000-369-81-00-04	MRP Credit Card Deposits and Refunds	\$3,738.00	\$79,941.45	\$0.00	\$0.00
001-000-000-369-81-00-05	Reimbursements (Fitness Specialists)	\$0.00	\$2,349.20	\$0.00	\$0.00
	Total Miscellaneous Revenue	\$11,048.20	\$139,683.80	\$0.00	\$0.00
Capital Projects/Reserve					
301-000-000-397-00-00-00	Transfer from General Fund - Capital	\$0.00	\$0.00	\$75,000.00	\$0.00
001-000-000-397-00-00-00	Transfer from Capital Projects Fund	\$0.00	\$0.00	\$0.00	\$0.00
	Total Capital Projects/Reserve	\$0.00	\$0.00	\$75,000.00	\$0.00
	Grand Total Revenue	\$529,820.34	\$1,361,615.51	\$100,000.00	\$75,000.00

DES MOINES POOL METROPOLITAN PARK DISTRICT

Date: Thursday, December 7, 2023

To: District Board Commissioners

From: Scott Deschenes, District General Manager

Subject: Weekly Reports - Weeks Ending November 17 – December 1, 2023

WEEK ENDING NOVEMBER 17:

BOARD MEETING FOLLOW-UP

- Minutes Signatures – I emailed the minutes for signature on Wednesday and then again on Thursday morning. I will post the preliminary signed minutes on Monday with the final minutes once signed by at least four of the board members.
- Levy and Budget Signatures – I sent this out on Thursday morning. This is important to have all board members sign and get in earlier, just in case we need another board meeting. I will call you if you do not sign by Monday.
- Minute Edits – I will have the minutes completed this weekend and send it out early next week.
- Next Meeting – Our next board meeting will be Tuesday, December 12. We will send the agenda packet out on Thursday, December 9.

POOL CLOSURE

We discovered the second closure was from a faulty sensor. The air handling unit has new and old equipment working together due to the age of the unit. We are working on contacting Sunbelt Controls to have them come look at the unit and its controls.

INCIDENT

The same day of the repairs to the air handler (Tuesday), also two suspicious teens in backpacks were reported around the pool. Des Moines Police stopped by and notified our staff. Quentin and Emmitt walked around the facility and noticed someone had went over the enclosure for the air handler and tagged the unit. The repairman noticed that it and other areas of the back of the facility had not been tagged earlier in the morning, so we believe it may have been the two individuals. This is the second time we have been tagged in the last two weeks. They also tagged other buildings on the school district campus that were adjacent to our facility.

MIDWAY PTSA EVENT

Midway will be having their PTSA swim this Saturday, November 18. They will have two swims and use the facility between 2-5pm. Emmitt will be the point of contact for the event and is reaching out to make sure we are on the same page.

DES MOINES CITY CURRENTS

Below is a link to the Winter Des Moines City Currents. It contains the full and half page ads that Gene created.

<https://publications.colibrinw.com/DesMoinesCityCurrents/flipbook/?page=1>

PEACHJAR

I am sending the schedule and swim lesson information into PeachJar tomorrow (Friday, November 17).

WEBSITE UPDATES

We are going to update the swim lesson page next week with the Winter lesson information. I may wait until the following week to send out notice because of the holiday weekend.

IN-SERVICE

Jared will be leading an in-service this Saturday morning.

LIFEGUARD TRAINING

We have six people in training this weekend. Quentin and Emmitt will be leading the class.

HOLIDAY HOURS

Just a reminder that we are closed on Thursday and Friday for the Thanksgiving holiday. We will be open on Saturday. This will be included on our schedule page and a future email notification.

WRPA SALARY SURVEY

WRPA aquatics group is putting out a survey for lifeguards and other pool positions. We will share the results once they have been published.

GRANTS

I met with Gene on Wednesday and we discussed moving forward on grant billing for DMLF, KCYAS and others. We will be putting billing out next week. I have already submitted KCYAS for the My Backyards grant. It mainly is cleaning up the support statements from our software to be easier to read for the grant administrators.

RESEARCH

- 'Nobody is exempt from drowning' but new tech being tested at Marshall Pool in Vancouver could prevent drowning (Columbian)
- <https://www.columbian.com/news/2023/nov/16/marshall-pool-in-vancouver-testing-new-drowning-prevention-technology/>
- Vancouver swimmers upset as lifeguard shortage shuts Hillcrest 50 meter swim lanes (CBC)
- <https://www.cbc.ca/news/canada/british-columbia/hillcrest-swimming-changes-1.6969784>
- South Caroling pool recognized for veteran programs (Aquatics International)
- https://www.aquaticsintl.com/awards/south-carolinas-greenville-county-aquatics-complex-honored-in-best-of-aquatics-issue_o
- Boosting retention among Gen Z and millennial workers (MRSC)
- <https://us06web.zoom.us/j/89436330146?pwd=MEPMFQjP5EDyK8A1W4tSbvjysTHvpB.1>
- States spend millions of dollars to make parks, trails more accessible (Governing)
- <https://www.governing.com/infrastructure/states-spend-millions-to-make-parks-trails-more-accessible>

WEEK ENDING NOVEMBER 24:

BOARD MEETING WRAP-UP

- Minutes for Edit – I emailed out the minutes for edits on Tuesday, November 21. Please have all edits back by Monday, December 4.

- Signed Minutes – Thank you all for signing the October minutes. They are now posted on the website's Governance Page.
- Levy Paperwork to King County – Thank you all for signing the documents. I also sent that information in on Tuesday and received confirmation that they had received it.

SWIM LESSONS

Emmitt has put together the Winter swim lesson information, and we have updated it to the swim lesson page. We are going to put an email notification out on Monday with current students being able to register starting on Tuesday, November 28 at 4pm. New students will have to wait until December 14. Current student registration will continue to be online and instructors are notifying their participants. We have more time between current and new student registration dates, so there should be no problem of current students getting into classes.

The registration will be for the January, Saturday classes only. We will also be starting weekday lessons in February after the high school swim seasons are over. This information will be put out in January, when we have a better idea of who will be available to teach those lessons. We will also focus adult and parent/child lessons for weekdays this Winter. This is due to inconsistent attendance by adults on Saturday morning.

Emmitt has been able to increase the instructors to five, which should help all current students get into lessons and most residents that register on time.

Below is a link to the swim lesson page.

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

MIDWAY PTSA SWIM

Midway only had 10-15 kids and families show up for their swim on Saturday, November 18. We had made two swims of up to 93 participants available. They attributed the low turnout to an issue with their new communications system.

PEACHJAR

I submitted the Des Moines City Currents swim lesson flyer created by Gene to PeachJar for all Des Moines schools including Woodmont. I also submitted it to the Homeschool Center and Maritime. The flyer has been approved by both districts for all schools and should show up on PeachJar next Tuesday, November 28.

<https://share.peachjar.com/flyers/2580857/districts/3000>

DONATED MRHS PLACEMENT BOARD

Commissioner Stender is donating a placement board for MRHS's swim teams. We finally got the information back from the district on the design standards, and are looking to order the board next week, if the pricing is okay with Commissioner Stender, who is donating the board.

LIFEGUARD CLASS WRAP-UP

The lifeguards' class last week yielded three new employees and three additional certifications for staff.

KC GRANT BILLING

I am wrapping up the paperwork to go to KCYAS and DMLF for grant billing and should have it completed this weekend.

THANKSGIVING WEEKEND HOURS

The pool will be closed on Thursday and Friday for the Thanksgiving weekend. We will be open from 11am-2pm for public hours, and before that for swim lessons.

<https://createsend.com/t/d-A28030AE36CB7AF62540EF23F30FEDED>

OUT OF OFFICE

Just a heads up that I will be out of the office/area until Monday, November 27 at 10am. I can be reached by email or the office line that is forward to my cellular.

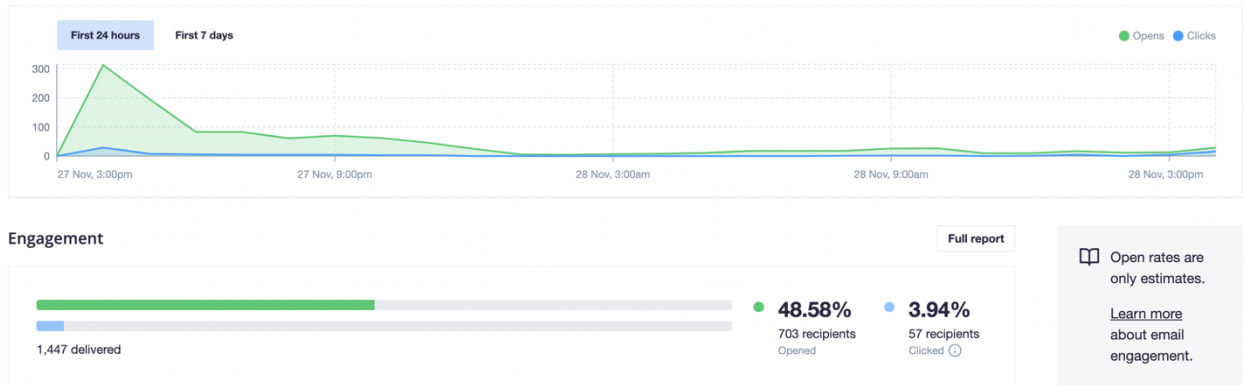
RESEARCH

- Focus on function (Parks and Recreation Business)
- <https://www.parksandrecbusiness.com/articles/focus-on-function>
- Score a victory by incorporating infrastructure to mitigate flooding (Parks and Recreation Business) - <https://www.parksandrecbusiness.com/articles/stormwater-management-takes-the-field>

WEEK ENDING DECEMBER 1:

SWIM LESSONS

- Current Student Registration: We had online registration for Current Students on Tuesday, November 28. Although we offered online registration, many participants elected to come in or register over the phone. We are continuing to work with people to get their online credentials. The good news is that we had plenty of spots available. We had two upper level classes that were filled with no one that registered who were put on waitlists. As of the end of the day from the first day of registration. We have had a few more registrations since the numbers below, but we still have a lot of openings.
 - Parent & Child (6 months to 3 years)– 17 of 20 available.
 - Pre-Levels (3-6 years) – 33 of 45 available.
 - Levels (7-14) – 37 of 70 available
 - Adults – Moved to weekdays
- Non-current Student Registration: This will be on December 16. Emmitt is working to increase capacity for these lessons by the registration date.
- Request for Non-current Students of Same Family: We did have a participant request that we make an exception and register their other children. We did not accommodate this as it could potentially take away spots from other current students (especially by non-residents), even though we have added lessons. This is a bad precedent to set, and we encourage them to register the other children during non-current students, especially if we ever have to reduce lessons due to staffing or a similar situation.
- Email Notification: Below were the impressions for our swim lesson registration. We had to retract and resend a minute later, as four sets of eyes were not enough to notice an error.



KCYAS GRANTS

- DMLF/KCYAS for Swim Lessons: Gene and I met on Wednesday on finalization of billing and paperwork for the grant. Overall the grant covered 469 swim lesson sessions with 83% residents and 339 total children took swim lessons thanks to this grant. We also covered the remaining balance with KCYAS My Backyard grant that helped cover even more lessons (\$5k).
- KCYAS Aquatic Facilities Grant: The grant reimbursements for the aquatic facilities grant can be accepted through November 30, 2024, but since we have wrapped up the project, I am working to get the billing to them by next week.
- DMLF Lifeguard Training: I also have this ready to go, and will send it out soon.

WATERLAND SWIM EVENT

Jared and I are meeting on the December Winter Waterland swim event. I am hoping to have the event posted by tomorrow. We did not want to post it before the holidays.

Other swim events in December:

- \$1 Open Swim – Saturday, December 2, 1-2pm
- First Free Senior Thursday – Thursday, December 7 (All-day)
- Next PTSA Swim will be on January 20 (Des Moines Elementary): I am sending paperwork out this week for the event.

WOODMONT PTSA

We are working on setting up a meeting with Woodmont K-8 for their paperwork for their PTSA event in 2024. I will share more in next week's report.

2024 SWIM AND DIVE MEETS

Quentin is working on setting up two swim meets with SMAC this Winter and Spring, and MRHS is looking at adding a diving event in January. I will share more information in future reports.

PEACHJAR CREDITS

I signed up for the Black Friday special on PeachJar credits and purchased 270 for \$1,080, which was off 20%. We will probably use this many in 2024.

Below is the latest impressions form our swim lessons that were posted on November 28. It was sent to all schools within Des Moines including Maritime and the Homeschool Center.



Mount Rainier Pool - Winter Schedule #2580857

Active

Schools Selected: 10

Schools Distributed: 10

Submitted Date: Nov 20, 2023

Distributions: 1

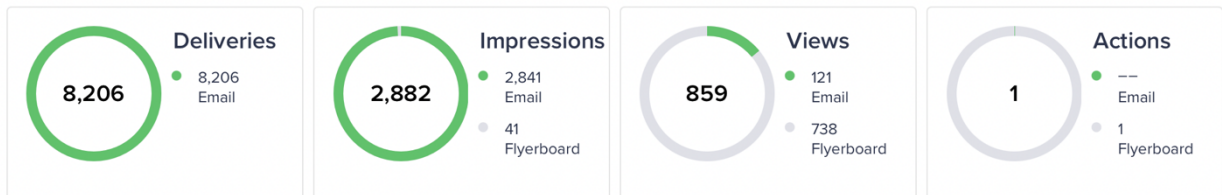
Distribution Target Date: Nov 28, 2023

First Distribution Date: Nov 28, 2023

Last Post Expiration Date: Dec 25, 2023

[View Flyer Details](#)

Performance



LEGAL FEES INCREASE

Just a heads up that I was notified that legal fees for 2024 would increase from \$275/hr to \$320/hr. Luckily, our legal counsel is pretty efficient with the time they charge us.

RESEARCH

- Don't get into back and forth exchanges during public comment (MRSC Insight Blog) - <https://mrsc.org/stay-informed/mrsc-insight/november-2023/don-t-get-into-back-and-forth-exchanges>
- You've been elected, now what? (MRSC Insight Blog) - <https://mrsc.org/stay-informed/mrsc-insight/november-2023/you-ve-been-elected-now-what>



Des Moines Pool Metropolitan Park District

November 14, 2023

7:00 p.m.

Hybrid (DMPMPD District Office and Remote Online)

MINUTES REGULAR MEETING

CALL TO ORDER/ROLL CALL

President Young called the meeting to order at 7:00 p.m. Also present were Commissioners Dusenbury, Campbell, Stender, and Achziger; Aquatics Manager Knox and District General Manager Deschenes.

PLEDGE OF ALLEGIANCE – Commissioner Dusenbury led the flag salute.

ADOPTION/MODIFICATIONS OF AGENDA – None, but the District GM notified the board that there was a math error on the levy worksheet and resolution that has been updated and is now posted with the agenda packet on the website.

ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS – The District GM announced the pool had re-opened after an issue with a sensor.

PUBLIC COMMENT - None

CONSENT AGENDA

Commissioner Achziger moved to approve the Consent Agenda including the vouchers and electronic transfer requests processed in October totaling \$85,676.48. Commissioner Dusenbury 2nd. The motion passed 5-0.

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 on the lease since the agreement response was sent by certified mail on August 29, 2023. He did notify the board that the school district removed some graffiti from the back of the building the week of November 6, and Mount Rainier High School's athletic director has requested a meeting to discuss water polo.

OLD BUSINESS

8a. Q3 Financial Report

The District GM reported to the board about the Q3 (July 1-September 30). A copy of the report is included in the November 14 agenda packet.

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

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

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

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

**Des Moines Pool Metropolitan Park District
Meeting Minutes – 11/14/2023**

8b. Aquatic Feasibility Study

The District GM updated the board on the aquatic feasibility study including direction from the October 24 board meeting and capital and contracts committee. There was a discussion, but no formal direction was given. A copy of the presentation is included in the November 14 agenda packet.

NEW BUSINESS

9a. Vision Payroll Agreement (first touch)

The District GM notified the board that the district is exploring switching payroll from Heartland to VisionMS. He stated that this would allow the district to streamline processes between payroll and their financial software, which is also VisionMS. He will present a legally edited agreement with a financial breakdown at the December 12 board meeting. A copy of VisionMS's payroll estimate is included in the November 14 agenda packet.

9b. FitOn Health Insurance Agreement (first touch)

The District GM notified the board that they are negotiating an agreement to be proposed at the December 12 board meeting for a fourth health insurance membership provider. He will present the recommendation and a final agreement at the December 12 board meeting. A draft copy of the agreement is included in the November 14 agenda packet.

9c. Resolution 2023-09 Amendment to Budget Recommendation (first touch)

The District GM updated the board on Resolution 2023-09, Amendment to the 2023 Budget. The District GM stated that there would only be a transfer of the \$75,000 originally marked for the capital reserve fund. In past years, unspent, critical repair funds would also be transferred, but the district has already allocated all monies for this budget line item to emergency repairs performed in 2023. The District GM stated that there should be \$100,000 coming in from King County's Aquatic Facilities Grant for the aquatic feasibility study that could be allocated at a later time. The capital reserve fund is currently \$525,000, and with the \$75,000 expected allocation, the fund should be \$600,000 at the end of 2023. A draft copy of the resolutions is included in the November 14 agenda packet.

9d. Stemper Funding Request (first touch)

The District GM shared a memorandum from Stemper requesting an additional \$20,000 to cover additional costs due to delays and other factors. The board discussed the item, and it was decided to deny the request. A copy of the memorandum is included in the November 14 agenda packet.

BUDGET AND LEVY PUBLIC HEARING

President Young opened the Budget Hearing:

"Pursuant to RCW 84.55.120, the Des Moines Metropolitan Park District will now open the public hearing to consider revenue sources for the District's 2023 budget."

Budget and Levy Public Hearing

10a. 2024 Budget (Public Hearing)

The Budget and Levy Certification for 2024 are due on November 30, 2023. The District GM went over the budget at the October 24th meeting with the levy set at \$1,243,410 or an estimated levy rate around \$.20/1,000. Overall, this is a decrease of \$51.970 (4%) from the 2023 budget. Motion can be found in AIS 10d.

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**Des Moines Pool Metropolitan Park District
Meeting Minutes – 11/14/2023**

10b. Budget and Levy Certification (Public Hearing)

The Budget and Levy Certification for 2024 are due to King County by 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 help cover the total.

Resolution 2023-08 Property Tax Increase is for increases and decreases to the levy from one year to the next. The amount of levied taxes will be reduced \$51,970 (4%) from \$1,295,380(2023) to \$1,243,410 (2024). As of November 14, the district's assessed value has also decreased around 4% since it was approved on November 22, 2022.

More information including Resolution 2023-07, Ordinance form 2152, and Resolution 2023-08 can be found in the Nov 14 regular board meeting packet online and will be posted on the District's governance page (once signed).
Motions moved to AIS 10d.

10C. Public Comment (Budget and Levy Hearing)

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 President, when warranted. For better public access, public could also have emailed in comments that were provided before the deadline, noon November 14, 2023. There was no public comment in-person or by correspondence.

10d. Budget and Levy Motions (Budget and Levy Hearing)

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

Budget Motion:

Commissioner Achzinger moved to approve the 2024 Budget of \$1,168,410.00 in the General Fund and \$75,000 in Capital Reserve for the calendar year 2024. Commissioner Campbell 2nd. The motion passed 5-0.

Levy Motions:

Commissioner Achzinger moved to approve Resolution 2023-07 "Certifying Property Tax Levy and Adopting an Operating Budget for the Fiscal Year Beginning January 1, 2024." Commissioner Campbell 2nd. The motion passed 5-0.

Commissioner A moved to approve Resolution 2023-08 "Resolution of Increase/Decrease" for a decrease of \$51,970 between the years 2023 and 2024 levy certifications." Commissioner Campbell 2nd. The motion passed 5-0.

GOOD OF THE ORDER

Commissioner Dusenbury notified the board that Commissioner Achziger is on pace to be re-elected with around 66% of the vote. Aquatics Manager Knox notified that there were seven interviews with six in the current lifeguard training, and three new hires next week. Knox also notified the new salary rate for swim instruction has helped get more interest in swim lesson instruction for Spring 2024, which should help increase the number of swim lessons offered by the district. Commissioner Achziger notified the board of the Des Moines City Currents ads pushing people to take swim lessons this winter and spring to prepare for summer water-based activities.

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**Des Moines Pool Metropolitan Park District
Meeting Minutes – 11/14/2023**

ADJOURNMENT

With no further business the meeting was adjourned at 8:09pm.

UPCOMING MEETINGS

- December 12, 2023, Regular Board Meeting, 7:00pm, Location: Hybrid (DMPMPD Offices and Online)
- January 23, 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

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Special District Voucher Approval Document

KC v2.0

Scheduled Payment Date: 11/06/2023

Total Amount: \$8,297.01

Control Total: 3

Payment Method: WARRANT

District Name: Des Moines Pool Metropolitan Park District

File Name: AP_DMPOLPRK_APSUPINV_20231030145407.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>10/30/2023</u>
Authorized District Signature	Date
 Authorized District Signature	 Date
 Authorized District Signature	 Date

DocuSigned by: <u>Joe Dusenbury</u> 5E8DDA9899F2474...	<u>11/2/2023</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_20231030145407.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
COMCAST			10302023COM	10/12/2023	\$479.62	SEPT & OCT BILLING
DEPARTMENT OF RETIREMENT SYSTEMS			09012023DRS	09/01/2023	\$7,196.43	LATE DRS PAYMENTS
NORTHWEST LANDSCAPING SERVICES			CD50349282	11/01/2023	\$620.96	NOV MONTHLY MAINTENANCE



Special District Voucher Approval Document

KC v2.0

Scheduled Payment Date: 11/13/2023

Total Amount: \$1,395.46

Control Total: 5

Payment Method: WARRANT

District Name: Des Moines Pool Metropolitan Park District

File Name: AP_DMPOLPRK_APSUPINV_20231106160251.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>11/6/2023</u>
Authorized District Signature	Date
 Authorized District Signature	 Date
 Authorized District Signature	 Date

DocuSigned by:

<u>Joe Dusenbury</u> 5E8DDA9899F2474	<u>11/7/2023</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_20231106160251.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
CENTRAL WELDING SUPPLY			RN10232678	10/31/2023	\$80.92	OCT 23 CO2 FEES
CITY OF DES MOINES		 DS	284	11/03/2023	\$140.00	OCT 23 PROJ MGMT FEES
DATAQUEST, LLC			2209	10/31/2023	\$297.00	OCT 23 BACKGROUND CHECK FEES
FERNANDO CORTEZ			111523FCPE	11/15/2023	\$329.20	NOV 15 PE
MIDWAY SEWER DISTRICT			102523MSD	10/25/2023	\$548.34	OCT 23 SEWER FEES



Special District Voucher Approval Document

KC v2.0

Scheduled Payment Date: 11/07/2023

Total Amount: \$1,653.28

Control Total: 5

Payment Method: WARRANT

District Name: Des Moines Pool Metropolitan Park District

File Name: AP_DMPOLPRK_APSUPINV_20231101155751.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>11/2/2023</u>
Authorized District Signature	Date
 Authorized District Signature	 Date
 Authorized District Signature	 Date

DocuSigned by:

<u>Joe Dusenbury</u> 5E8DDA9899F2474	<u>11/7/2023</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_20231101155751.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
FERNANDO CORTEZ			103123FCPE	10/31/2023	\$386.01	10-31 PAYROLL
JOE DUSENBURY			103123JDBS	10/31/2023	\$116.62	10-31 PAYROLL (SEPT STIPENDS)
LINDA RAY			202310-01	11/01/2023	\$502.50	OCTOBER CLERK SERVICES
MAYA EVERYBODYTALKSABOUT			103123MEPE	10/31/2023	\$15.65	10-31 PAYROLL
SNURE LAW OFFICE			110123BSL	11/01/2023	\$632.50	OCTOBER LEGAL SERVICES



Special District Voucher Approval Document

KC v2.0

Scheduled Payment Date: 11/20/2023

Total Amount: \$30,043.05

Control Total: 7

Payment Method: WARRANT

District Name: Des Moines Pool Metropolitan Park District

File Name: AP_DMPOLPRK_APSUPINV_20231113150524.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>11/13/2023</u>
Authorized District Signature	Date
 Authorized District Signature	 Date
 Authorized District Signature	 Date

DocuSigned by:

<u>Joe Dusenbury</u> 5E8DDA9899F2474	<u>11/14/2023</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_20231113150524.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
AAA FIRE PROTECTION INC.			1245817RI	11/09/2023	\$617.66	REISSUE OF WARRANT TO BE CANCELLED
CANON FINANCIAL SERVICES, INC.			31588629	11/11/2023	\$62.88	NOVEMBER 23 COPIER RENTALS
CMIT SOLUTIONS EASTSIDE			12239	10/31/2023	\$1,796.00	OCTOBER IT SERVICES
CMIT SOLUTIONS EASTSIDE			12318	10/31/2023	\$228.79	OCTOBER TELPEHONY SERVICES
SOUND CLEANING RESOURCES INC.			29926	11/10/2023	\$4,112.24	ANNUAL ROOF AND GUTTER CLEANING (11/08)
STEMPER ARCHITECTURE			22390	11/09/2023	\$17,652.50	TO#3 - THRU 10/31/23
US BANK			11102023USB	11/10/2023	\$5,572.98	NOVEMBER 10 CC PAYMENT



Special District Voucher Approval Document

KC v2.0

Scheduled Payment Date: 11/21/2023

Total Amount: \$8,452.46

Control Total: 9

Payment Method: WARRANT

District Name: Des Moines Pool Metropolitan Park District

File Name: AP_DMPOLPRK_APSUPINV_20231116144654.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>11/16/2023</u>
Authorized District Signature	Date
 Authorized District Signature	 Date
 Authorized District Signature	 Date

DocuSigned by:

<u>Joe Dusenbury</u> 5E8DDA9899F2474...	<u>11/17/2023</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_20231116144654.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
ASSOCIATION OF WASHINGTON CITIES			49591	10/18/2023	\$755.98	NOVEMBER AWC BENEFITS PAYMENT
COPIERS NORTHWEST			INV2733384	11/07/2023	\$177.31	NOVEMBER COPIER PRINITNG RATES
DEPARTMENT OF RETIREMENT SYSTEMS			1023DCP	11/16/2023	\$440.19	OCTOBER DRS BALANCE PAYMENT
DEPARTMENT OF RETIREMENT SYSTEMS			1123DCP	11/16/2023	\$1,734.08	NOVEMBER DRS PAYMENT
MOUNTAIN MIST			10042023MM	10/31/2023	\$75.89	OCTOBER 4 WATER DELIVERY
SOUTH KING FIRE & RESCUE			23-2536-600	11/14/2023	\$258.50	11/14 ANNUAL INSPECTION
W.M. SMITH & ASSOCIATES, INC.;			29579	09/14/2023	\$3,713.32	SEPT DIVING BOARD REPAIRS (1 OF 2)
W.M. SMITH & ASSOCIATES, INC.;			29548	09/21/2023	\$579.69	SEPT DIVING BOARD REPAIRS (2 OF 2)
ZEN 22015, LLC			12012023ZEN	11/16/2023	\$717.50	DECEMBER OFFICE RENTAL

ELECTRONIC PAYMENT REQUEST FORM



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

Payment Settlement Date 11/05/2023

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 11-05-2023	170950010			24219			28,002.30
2								
3								
4							DS SV	11/6/2023
5								
6								
7								
8								
9								
10								
Total								\$ 28,002.30

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 11/7/2023
 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

Payment Settlement Date _____

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								
2								
3								
4								
5								
6								
7								
8								
9								
10								
Total								

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 _____ Organization _____
Email _____ Phone # _____ Ext _____ Fax # _____

AUTHORIZATION

 Certification for Payment (By Authorized Signer) RCW 42.24.080

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

Signature _____ Title _____ Date _____
Print Name _____ Phone # _____ Email _____

Des Moines Pool Metropolitan Park District

AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 7a **Assigned to:** District Gm/Legal **Meeting Date:** December 12, 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: December 12, 2023

Under: Old Business Attachment: Yes

Subject: FitOn Health Insurance Membership Agreement

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 ¼ 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.

The District's legal counsel and District GM worked with FitOnHealth to the attached agreement, and the District GM is recommending signing the agreement to help with increased access for local seniors. This will ensure access when the program is launched on January 1, 2024.

Fiscal Impact: N/A

Proposed Motion: I move to approve the District General Manager to sign the FitOnHealth Agreement to take effect on January 1, 2024.

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

Two Touch Rule: N/A Committee Review
11/14/2023 First Board Meeting (Informational)
12/12/2023 Second Board Meeting (Action)

Action Taken: Adopted _____ Rejected _____ Postponed _____

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

Notes:

- FitOn Health Proposed Agreement
- FitOnHealth Marketing Materials

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.

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.

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 canceled, 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, 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 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 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.

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 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.

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.

Addendum 1:

Facility shall be reimbursed 70% of the non-resident adult rate (noted on partnership agreement). Users must check into the facility one time in the month to receive the full reimbursement amount. Please refer to sections 2.3 and 2.4 for more detail.



Facility Partnership Agreement

Peerfit, Inc. d/b/a/ FitOn Health
("FitOn Health")

Wellness Partner

Admin Name:

Facility Name
(Client Facing Name):

Representative:

Legal Name (as shown on
individual's or entity's tax
return):

Phone:

Contact Name:

Email:

Contact Phone:

Contact Email:

This Facility Partnership Agreement ("Agreement") confirms the participation of Wellness Partner in FitOn Health's network of studios and gyms according to the terms set forth herein. The term of this Agreement begins on _____.

Section 1: • Pricing.

(a) Wellness Partner shall provide classes to FitOn Health users at the rate of:

Location(s): _____

Class: _____

Reimbursement: \$ _____

Location(s): _____

Class: _____

Reimbursement: \$ _____

Location(s): _____

Class: _____

Reimbursement: \$ _____

Location(s): _____

Class: _____

Reimbursement:\$

Location(s):

Class:

Reimbursement:\$

(b) Wellness Partner shall provide unlimited access to its facilities and classes via a month-to-month membership to FitOn Health users who enroll in such membership at the rate of:

Location(s): Reimbursement:\$

Location(s): Reimbursement:\$

Section 2. Any user purchasing on his or her own directly via Wellness Partner will not receive the benefit of the special rate provided directly to FitOn Health.

Section 3. Logo and Other IP. Wellness Partner shall provide FitOn Health with class descriptions, photographs, and Wellness Partner's logo. Additionally, Wellness Partner grants FitOn Health permission to use its logo, trademark, and photos on the FitOn Health website, in press releases, and in any marketing campaigns/events and channels as set forth in the Facility Partnership Terms and Conditions during the time this Agreement is in effect. FitOn Health will create a page for Wellness Partner on the FitOn Health website and mobile apps that features such photos and includes text, content, Wellness Partner's class schedules, and so on.

Section 4. Class Updates. Wellness Partner shall notify FitOn Health when classes are removed from Wellness Partner's schedule. This should be done by notifying Wellness Partner's Wellness Partnership Manager in writing, or automatically through Wellness Partner's scheduling platform if Wellness Partner uses MINDBODY for such purpose.

Section 5. Terms. The Facility Partnership Terms and Conditions (the "Terms") as modified and established on the date this Agreement is signed, are incorporated into this Agreement by reference, and by executing this Agreement Wellness Partner is agreeing to such Terms. FitOn Health may amend the Terms from time to time, in its sole discretion, with 30 days notice. Wellness Partner shall have the right to terminate this Agreement by providing written notice to FitOn within the 30 day period if Wellness Partner does not agree with the amended terms.

Section 6. W-9. Wellness Partner shall provide to FitOn Health a completed W-9 form. Wellness Partner represents and warrants that it has obtained any and all licenses, certificates and/or approvals required by applicable law (including but not limited to business licenses where applicable) for the performance of this Agreement.

Section 7. Marketing. FitOn Health shall be responsible for marketing FitOn Health services and finding Peerfit participants through channels that FitOn Health deems appropriate.

Section 8. Reservations. FitOn Health shall provide reservation requests to Wellness Partner as they are received by FitOn Health, and in one or more of the following formats: MINDBODY, or other third party scheduling platforms, email, etc. FitOn Health shall maintain its website and mobile app as a central user

interface for users to access information about Wellness Partner, make reservations for Wellness Partner classes, purchase memberships with Wellness Partner, and review Wellness Partner's classes.

Section 9. Payment. FitOn Health shall pay, on a monthly basis, the pre-negotiated rate for each reservation for a Wellness Partner class booked or Wellness Partner membership purchased through FitOn Health unless such reservation (1) was cancelled by FitOn Health or the FitOn Health member in accordance with the Wellness Partner's cancellation policy up to 12 hours prior to the start time of such class; (2) was cancelled by the Wellness Partner after confirming with FitOn Health. Payments will be made via ACH.

WELLNESS PARTNER agrees to keep the details of this Agreement confidential.

Agreed to by: FitOn Health

<u>FitOn Health</u>	<u>Wellness Partner</u>
Printed Name: _____	Printed Name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

Payment Details

Tax ID #:_____

Mailing address:_____

Bank Name:_____

Bank Routing Number:_____

Bank Account Number:_____

W9 INSTRUCTIONS

Is your entity taxed as an individual or a business?

INDIVIDUAL

- Line 1: Enter the individual name as shown on your tax return.
- Line 2: If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.
- Line 3: Check the box individual/sole proprietor or single-member LLC.
- Line 4: If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.
- Line 5: Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.
- Line 6: Enter your city, state, and ZIP code.
- Part I. Taxpayer Identification Number (TIN) - Enter your Social Security number in the box.

Form W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ► Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																																						
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <div style="border: 1px solid black; padding: 2px;">Stephanie Massey</div>																																																								
2 Business name/disregarded entity name, if different from above <div style="border: 1px solid black; padding: 2px;">Beach Pilates</div>																																																								
Print or type. See Specific instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <div style="display: flex; justify-content: space-between; margin-top: 5px;"><div><input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC</div><div><input type="checkbox"/> C Corporation</div><div><input type="checkbox"/> S Corporation</div><div><input type="checkbox"/> Partnership</div><div><input type="checkbox"/> Trust/estate</div></div> <div style="margin-top: 5px;"><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____</div> <div style="margin-top: 5px;">Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</div> <div style="margin-top: 5px;"><input type="checkbox"/> Other (see instructions) ► _____</div>																																																							
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): <div style="margin-top: 5px;">Exempt payee code (if any) _____</div> <div style="margin-top: 5px;">Exemption from FATCA reporting code (if any) _____</div> <div style="margin-top: 5px; font-size: small;">(Applies to accounts maintained outside the U.S.)</div>																																																							
	5 Address (number, street, and apt. or suite no.) See instructions. <div style="border: 1px solid black; padding: 2px;">123 Beach Drive</div>																																																							
	6 City, state, and ZIP code <div style="border: 1px solid black; padding: 2px;">Saint Petersburg, FL 33701</div>																																																							
7 List account number(s) here (optional) <div style="border: 1px solid black; height: 20px;"></div>																																																								
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																								
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="10" style="text-align: center;">Social security number</td></tr><tr><td style="width: 30px; text-align: center;">1</td><td style="width: 30px; text-align: center;">2</td><td style="width: 30px; text-align: center;">3</td><td style="width: 30px; text-align: center;">-</td><td style="width: 30px; text-align: center;">4</td><td style="width: 30px; text-align: center;">5</td><td style="width: 30px; text-align: center;">-</td><td style="width: 30px; text-align: center;">6</td><td style="width: 30px; text-align: center;">7</td><td style="width: 30px; text-align: center;">8</td><td style="width: 30px; text-align: center;">9</td></tr><tr><td colspan="11" style="text-align: center;">or</td></tr><tr><td colspan="11" style="text-align: center;">Employer identification number</td></tr><tr><td style="width: 30px; text-align: center;"> </td><td style="width: 30px; text-align: center;"> </td><td style="width: 30px; text-align: center;"> </td><td style="width: 30px; text-align: center;">-</td><td style="width: 30px; text-align: center;"> </td><td style="width: 30px; text-align: center;"> </td><td style="width: 30px; text-align: center;"> </td><td style="width: 30px; text-align: center;"> </td><td style="width: 30px; text-align: center;"> </td><td style="width: 30px; text-align: center;"> </td><td style="width: 30px; text-align: center;"> </td></tr></table>			Social security number										1	2	3	-	4	5	-	6	7	8	9	or											Employer identification number														-							
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BUSINESS

- Line 1: Enter the entity's name as shown on the entity's tax return.
- Line 2: If you have a business name, trade name, DBA name, or disregarded entity name that differs from line 1, enter it on line 2.
- Line 3: Check the appropriate box on line 3 for the U.S. federal tax classification of the entity whose name

is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

- Line 4: If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.
- Line 5: Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.
- Line 6: Enter your city, state, and ZIP code.
- Part I. Taxpayer Identification Number (TIN) - Enter your TIN in the appropriate box.
 - Sole Proprietorship - If you have an EIN, you may enter either your SSN or EIN.
 - Single-member LLC that is disregarded as an entity separate from its owner - enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN.
 - A disregarded entity refers to a business entity with one owner that is not recognized for tax purposes as an entity separate from its owner. A single-member LLC ("SMLLC"), for example, is considered to be a disregarded entity.
 - LLC is classified as a corporation or partnership, enter the entity's EIN.

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Yoga 333 Studio, LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 123 Fitness Lane	Requester's name and address (optional)
6 City, state, and ZIP code Tallahassee, FL 32313	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
1	2		-	3	4	5	6	7 8 9

Please note: You should never have both a Social security number and EIN listed on Part I of Form W-9. Please make corrections as needed.



Working with FitOn Health members

How to Verify Eligibility and Check-In



The first step will be receiving the purchase confirmation from FitOn Health in your inbox. This will have information about whether they've purchased a membership or day-pass (if available), the user's name and their Member ID number. Be sure to save this email in an easily accessible place.



When the user comes in, you will "check their eligibility" by verifying that their information is consistent with that on the email (they may also present a Member ID card or a similar email to the one you received for their purchase).



Once verified, sign them up per your usual process!



You will want to have a 'zero balance' membership option for these individuals, as payment will be received from FitOn Health rather than from the user.

How do I know a Peerfit Move member has a membership to my facility?

If a FitOn Health member has purchased a membership, you will have received a **purchase confirmation email** with their information. If you haven't received the email or the member does not have a copy,, they will need to contact our Customer Service team at **1-855-378-6683** to have their membership purchased through their account. You will then receive their confirmation email.



Working with FitOn Health members (Con't)

FAQ's

1. There is no portal in which you need to input in their information to verify eligibility with FitOn Health. The presence of our confirmation email is the verification that they are eligible for membership.
2. Some users will not know they have eligibility to FitOn Health but will mention eligibility through their health plan provider. Please refer them to our Customer Service to confirm their eligibility for the benefit.
3. If a user has not purchased a membership to your facility through FitOn Health, please refer them to our Customer service team to complete that first step before setting up their account through your systems.

Contact Information

General member and Network Partnership information

support@fitonhealth.com

Medicare members Help line

help@fitonhealth.com 1-855-378-6683

Partnership Help Line

(813) 392-3333 ext 2

Hours of operation: M-F from 9 AM EST to 6 PM EST.



Your Bridge to Health Insurance Dollars



March 2023

1

Who is FitOn Health?

- ▶ Founded in 2011 (formerly Peerfit)
- ▶ #1 Digital Health & Preventative Care platform, insurance-funded
- ▶ Working with top 4 health plans
- ▶ Rapidly replacing antiquated solutions like Silver Sneakers as the preferred fitness benefit vendor for many of the largest health insurance plans
- ▶ Services 19,000+ employers fully funded by insurance, 100% Health Plan retention













Confidential

2

The Business We Drive



3

Join our Network

We offer solutions for every gym, studio, and community center and help them **gain additional revenue and engagement via Health plan dollars** as these plans need fitness network programs to excite their members.

We **provide access to eligible members nationwide** through insurance and employee based fitness programs - at no cost to you.

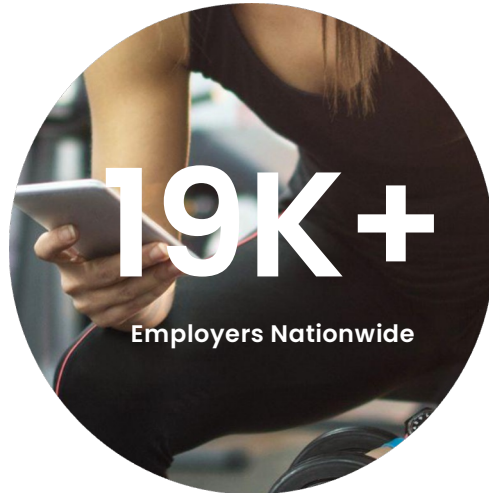


Confidential

4

4

10+ Years of Proven Service



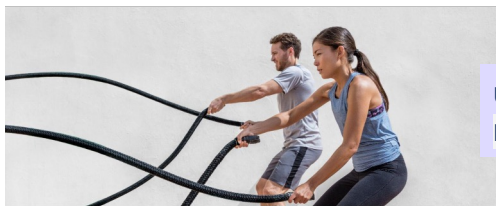
Confidential

5

5

Products & Markets

1



Under 65 years employees via Health Plan benefit programs

2



65+ years members via Medicare Advantage plans

Confidential

6

6

The Facility Experience

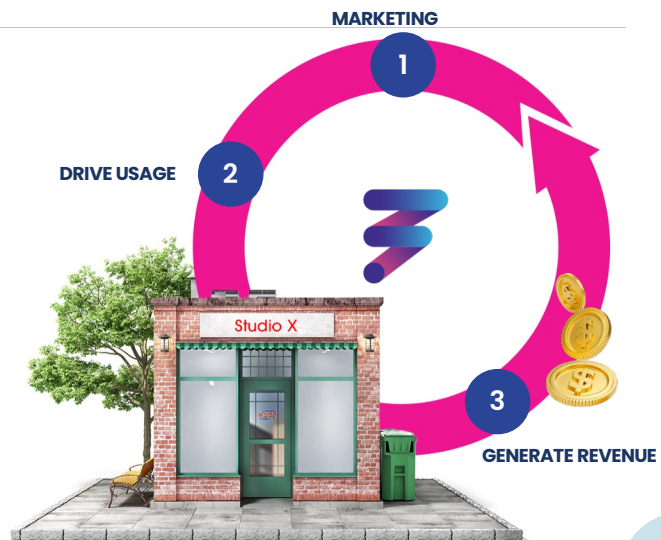


7

Effortless Experience

A fully integrated solution creates a seamless process to accept, track, and get reimbursement for new members.

- ▶ **WE CREATE AWARENESS**
We promote your locations to health plan members at no cost to you.
- ▶ **WE DRIVE YOU MEMBERS**
Members can easily sign up for your facility with seamless integration
- ▶ **YOU EARN REVENUE**
You'll receive payment each month via direct deposit for all active members.



Confidential

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How It Works

Exposure & Marketing

Your locations are listed for easy registration by health plan members with their sponsored benefits

Membership Confirmation

Membership transaction via FitOn Health system
→ Email confirmation sent to facility A.S.A.P.

Add to Your Booking System

User details are sent over via an integration or email. This allows the user to be added to your booking system seamlessly.

Confirmation Upon Arrival

Upon arrival, the user is able to present their PMID or membership confirmation via their email or our app

Complete Set-Up

You may ask the user to provide any required information to complete their membership set-up → User is assigned keycard



Confidential

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9

Next Steps

Join the FitOn Health network of fitness and wellness partners

- ▶ **Ready to move forward?** It's easy—no contract, no joining fees, no non-compete! Just an agreement.
- ▶ **Facility Setup.** Your facility page is built with your branded assets.
- ▶ **Go Live!** Partners go live 5-7 business days after the page is complete.



Visit fitonhealth.com/facilities or email network@fitonhealth for more information.

Confidential

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Des Moines Pool Métropolitain Park District

AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 8b **Assigned to:** District GM **Meeting Date:** December 12, 2023

Under: Old Business **Attachment:** Yes

Subject: Vision Payroll Agreement

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 received an updated quote that was more expensive. After rethinking the process, the District GM is suggesting not making the change at this time and re-evaluating the process for 2025. The District needs to concentrate on training new employees at this time.

Fiscal Impact: N/A

Proposed Motion: No motion necessary.

Reviewed by District Legal Counsel: Yes N/A 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 Quote (Updated 11/22/2023)

Sales Quote

Quote No.:

Exp. Date: 12-22-2023

Prepared for

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

SaaS

Payroll

Total \$4,270.00 per year

Section total \$4,270.00

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

Grand Totals

One-time subtotal \$2,000.00

Recurring subtotal \$4,270.00 per year

Due at signing \$6,270.00

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

PAYMENT PAYABLE AS FOLLOWS:

- A check, or evidence of ACH payment, for \$6,270.00 as a deposit is due with the signing of this Agreement.
 - ACH payment information:
 - Payee: Vision Municipal Solutions LLC
 - Bank: City National Bank
 - ACH Routing No.: 122016066 Acct No.: 433072634
- Checks may be mailed to: 6400 S Fiddlers Green Circle Ste 100 PMB 723 Greenwood Village CO 80111
- Remaining Balance for software is due on installation of software. Optional modules and services are payable upon delivery. Installation and Training will be billed as work is completed.
- Terms are net cash upon receipt of invoice. Past due amounts are subject to a 1.5% per month (18% APR) service charge, or maximum rate allowed by law.

Des Moines Pool Métropolitain Park District

AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 8c **Assigned to:** District GM **Meeting Date:** December 12, 2023

Under: Old Business **Attachment:** Yes

Subject: Resolution 2023-09 Amendment to 2023 Budget

Background/Summary:

The district transfers monies from its General Fund to its Capital Reserve Fund. The Capital Reserve Fund is used for equipment replacement and larger projects. Each year the district allocates \$75,000 and the remaining balance of miscellaneous repair fees. In 2023 the district allocated \$75,000 for miscellaneous repairs. Unfortunately, due to the age of the Mount Rainier Pool and its equipment, all of the monies were allocated towards emergency/critical repairs. This means that only \$75,000 with no miscellaneous repairs were allocated.

The District will have \$100,000 reimbursed by King County for the Aquatic Facilities Grant in late December or early January. The Board can elect to allocate that money towards the Capital Reserve Fund.

Note-The fees that will cover the remaining balance are estimated to be paid in December 2023.

Fiscal Impact: \$75,000 transferred from General Fund to Capital Fund

Proposed Motion: I move to approve Resolution 2023-09 Amendment to 2024 Budget to transfer \$75,000 to the Capital Reserve Fund.

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:

- Resolution 2023-09 Amendment to 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^h of December 2023, the following Commissioner being present and voting.

Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

District Clerk

Des Moines Pool Métropolitain Park District

AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 8d **Assigned to:** District GM **Meeting Date:** December 12, 2023

Under: Old Business **Attachment:** Yes

Subject: 2024 Salary Scale

Background/Summary:

The District GM (DGM) presented salary recommendations for the 2024 Budget at the October 24 board meeting. The attached salary scale was used in formulating the 2024 budget including salary and bonuses. The District GM is recommending passing the Salary Scale to formalize processes before updating payroll for 2024 changes.

Fiscal Impact: All fees part of 2024 Budget.

Proposed Motion: I move to approve the 2024 Salary Scale.

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

Two Touch Rule: N/A **Committee Review**
 Various **First Board Meeting (Informational)**
 To Be Determined **Second Board Meeting**

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

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

Notes: Attachments

- 2024 Proposed Salary Scale

Des Moines Pool Metropolitan Park District

2024 Proposed Salary Matrix

		Step A	Step B	Step C	Step D	Step E	Step F	Position
Grade	1*	13.84	14.39	14.97	15.57	16.19	16.84	Asst. (15 Year Old Position)
Min Wage	Rate	16.28	N/A	N/A	N/A	N/A	N/A	Minimum Wage Level
Grade	2	17.98	18.70	19.44	20.22	21.03	21.87	Lifeguard
Grade	3	19.23	20.00	20.80	21.64	22.50	23.40	Swim Instructor
Grade	4	20.58	21.40	22.26	23.15	24.08	25.04	
Grade	5	22.02	22.90	23.82	24.77	25.76	26.79	Head Lifeguard/Water Exercise
Grade	6	23.56	24.51	25.49	26.51	27.57	28.67	
Grade	7	25.21	26.22	27.27	28.36	29.50	30.68	
Grade	8	26.98	28.06	29.18	30.35	31.56	32.82	
Grade	9	28.87	30.02	31.22	32.47	33.77	35.12	Front Desk Specialist
Grade	10	30.89	32.12	33.41	34.74	36.13	37.58	
Grade	11	33.05	34.37	35.75	37.18	38.66	40.21	Aquatics Coordinators
Grade	12	35.36	36.78	38.25	39.78	41.37	43.02	
Grade	13	37.84	39.35	40.93	42.56	44.27	46.04	
Grade	14	40.49	42.11	43.79	45.54	47.36	49.26	Aquatics Manager
Grade	15	43.32	45.05	46.86	48.73	50.68	52.71	

District GM. - Negotiation with District Board.

Salary Matrix Notes

- * Grade 1 is below minimum wage. Only for 15 years of age for Assistant positions for training.
- * Each salary grades 2 thur 15 are separated by 7%
- * Each salary steps A thur F are separated by 4% , most salary matrix plans assumes the employee will begin at "Step A" when hired and with a satisfactory performance evaluations be advanced to the next step annually until reaching "Step F" at the completion of five years of tenure with the District.
- * Grade separations of 7% and Step separations of 4% represent best practices for public sector salary matrixes

Bonus/Incentives

- * WSI Certified Instructors get \$.50/hour for lifeguarding.
- * Early Morning Guards (Before 8:00am) get \$2.00/hour.
- * Group or Private Swim Class \$4.00/hour.

2024 Changes

- * 3.4% (\$15.84 to \$16.28) Minimum wage COLA applied throughout scale/table.
- * 2023 Lead Head Lifeguard (Grade 6) increased to second Aquatics Coordinator (Grade 11).
- * District Clerk (Grade 11) PT changed to Front Desk Specialist (Grade 9).
- * Daytime Guard position removed. Filled with Front Desk position.
- * Water Exercise lead increased from grade 4 to 5.

Des Moines Pool Metropolitan Park District

AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 9a Assigned to: District G.M. Meeting Date: December 12, 2023

Under: New Business

Attachment: No

Subject: 2024 Meeting Schedule (First Touch)

Background/Summary:

The District schedules its meeting each year for communications, scheduling offsite and better transparency. The District GM is recommending moving meetings to the fourth Tuesday of each month. This will help district staff provide more timely reports including financials from the previous month and being able to schedule quarterly staff reports earlier. The only exception will be November and December when meetings will be moved to the second Tuesday to avoid holidays and better work with levy (November) and end-of-the-year deadlines (December).

Below are the proposed dates not including special meetings and retreats, which will be scheduled when directed by the Board (All Tuesdays at 7pm).

- January 23	- May 28	- September 24
- February 27	- June 25	- October 22
- March 26	- July 23	- November 12 (Budget & Levy Hearing)
- April 23	- August 27	- December 10

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

A resolution with a formal schedule will be presented at the January 23 board meeting to formalize the information.

Fiscal Impact: N/A

Proposed Motion:

No motion necessary. First touch.

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

Three Touch Rule:

	Committee Review
<u>12/12/2023</u>	First Board Meeting (Informational)
<u>1/23/2024</u>	Second Board Meeting (Action)

Action Taken: Adopted Rejected Postponed

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

Notes:

- No attachments

Des Moines Pool Métropolitain Park District

AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 9b **Assigned to:** District GM **Meeting Date:** December 12, 2023

Under: New Business **Attachment:** Yes

Subject: Bylaws Update (First Touch)

Background/Summary:

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

The District GM requests that all edits are sent into them by January 15 at noon. An editable draft will be sent out on Wednesday, December 13.

Any nongrammatical changes will be reviewed with the Policy and Procedure Committee and presented at the January 23 regular board meeting.

Fiscal Impact: N/A

Proposed Motion: No motion necessary. First touch item.

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

<u>Two Touch Rule:</u>	<u>N/A</u>	Committee Review
	<u>12/12/23</u>	First Board Meeting (Informational)
	<u>1/23/24</u>	Second Board Meeting (Action)

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

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

Notes:

- Bylaws 2023 Adopted 12072023

DES MOINES POOL METROPOLITAN PARK DISTRICT BYLAWS

ARTICLE 1 NAMES

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

ARTICLE 2 ROLE AND PURPOSE

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

ARTICLE 3 ORGANIZATION

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

ARTICLE 4 GOVERNING BODY

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

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

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

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

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

ARTICLE 5 ELECTED OFFICERS

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

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

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

ARTICLE 6 APPOINTED OFFICERS

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

ARTICLE 7 POWERS AND DUTIES OF THE BOARD

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

ARTICLE 8 COMMITTEES

GENERAL PROVISIONS. Generally, the Board acts as a committee of the whole. The President may recommend the creation of *ad hoc* committees to facilitate the conduct of the

Board's affairs. Members of *ad hoc* committees will be nominated by the President and appointed by the Board.

ARTICLE 9

MEETINGS OF THE BOARD OF COMMISSIONERS

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

9.2 REGULAR MEETINGS. Regular business meetings of the Board will be held on the fourth Tuesday of each month at 7:00 PM at the Mount Rainier High School Library (22450 19th Avenue So.).

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

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

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

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

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

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

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

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

9.3. PROHIBITED CONDUCT- Commissioners Shall Not:

- 9.3.1.** Have an interest, financial or otherwise, direct or indirect, or engage in a business or transaction or professional activity or incur an obligation of any nature that is in conflict with the proper discharge of the District's duties.
- 9.3.2.** Be beneficially interested, directly or indirectly, in a contract, sale, lease, purchase, or grant that may be made by, through, or under the supervision of the the commissioner, in whole or in part, and shall not accept, directly or indirectly, any compensation, gratuity, or reward from any other person beneficially interested in any such contract, sale, lease, purchase, or grant, except as set forth below.
- 9.3.3.** Use the commissioner's position to secure special privileges or exemptions for the commissioner, or others.
- 9.3.4.** Give or receive or agree to receive any compensation, gift, reward, or gratuity from a source other than the District, for a matter connected with or related to the commissioner's services unless provided for by law.
- 9.3.5.** Receive, accept, take, seek, or solicit, directly or indirectly, anything of economic value as a gift, gratuity, or favor from a person if it could be reasonably expected that the gift, gratuity, or favor would influence the vote, action, or judgment of the commissioner, or be considered as part of a reward for action or inaction.
- 9.3.6.** Accept employment or engage in business or professional activity that the commissioner might reasonably expect would require or induce him or her by reason of his or her official position to disclose confidential information acquired by reason of his or her official position.
- 9.3.7.** Shall not disclose confidential information or otherwise use such information for the commissioner's personal gain or benefit.
- 9.3.8.** Except in the course of official duties or incident to official duties, assist any person, directly or indirectly, in a transaction involving the District, where such assistance is, or to a reasonable person would appear to be, enhanced or affected by the commissioner's position.
- 9.3.9.** Employ or use any District employee or other person, District funds or money, or District property under the commissioner's official control or direction, or in the commissioner's official custody, for the private benefit or gain of the commissioner, an employee of the District, or another person, except as allowed by law. This section does not prohibit use of public resources to benefit citizens or others when such is part of District functions or the commissioner's duties, or otherwise allowed by law.
- 9.3.10.** Use the facilities, personnel or resources of the District to assist or oppose a campaign for election or for the promotion or opposition to a ballot proposition, except pursuant to one of the recognized exceptions to RCW 42.17A.555.

- 9.3.11. Participate, by voting or otherwise, in any issue that comes before the Board of commissioners, when the commissioner has any direct or indirect personal or financial stake in the outcome of the matter.
- 9.3.12. Campaign for, or accept appointment or election to, any public office that would be incompatible with the office of the District, if concurrently serving on the Board.

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

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

9.5. EXCEPTIONS.

- 9.5.1. A commissioner is allowed by state statute to be financially involved in a contract with the District, so long as payment to the commissioner or his/her business does not exceed \$1,500.00 in any calendar month, provided that such commissioner shall not vote on any such contract in which he/she is beneficially interested. Moreover, such interest shall be disclosed to the governing body and noted in the minutes before formation of the contract.
- 9.5.2. A commissioner may accept a gift in the form of food or beverage on infrequent occasions in the ordinary course of performance of duties, but no such gift shall exceed a value of fifty dollars (\$50.00).
- 9.5.3. A commissioner is not deemed to have an interest in a contract, as those terms are used herein, if the commissioner has only a remote interest in the contract, so long as disclosure is made. A remote interest means, for example, the interest of a nonsalaried officer of a nonprofit corporation, the interest of a mere employee of a contracting party, where the compensation of that employee or commissioner consists entirely of fixed wages or salary, the interest of only a landlord or tenant of the contracting party, or the interest of a less than 1% shareholder of a contracting corporation or cooperative; provided that this exception does not apply to a commissioner

who attempts to influence, or does influence other district officers with respect to entering into the contract.

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

9.6.1 Remote Participation. Remote includes virtual (online) or by phone. A commissioner that participates remotely is no longer considered an excused absence. The District Clerk will note in the meeting minutes the remote participation of a commissioner.

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

9.7.1 Public hearings. Public hearings will be posted to local media, two business days before the meeting.

9.8 EXECUTIVE SESSIONS. The Board may hold Executive Sessions for all purposes authorized by RCW 42.30.110 as now enacted or as it may hereafter be amended.

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

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

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

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

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

ARTICLE 10 AMENDMENTS

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

Adopted this 17 day of January 2023.

DES MOINES POOL METROPOLITAN PARK DISTRICT COMMISSIONERS

DocuSigned by:

Shane Young

Shane Young

President and Commissioner

DocuSigned by:

Joe Dusenbury

Joe Dusenbury

Clerk and Commissioner

DocuSigned by:

Gene Achziger

Gene Achziger

Commissioner

DocuSigned by:

Holly Campbell

Holly Campbell

Commissioner

DocuSigned by:

Shane Stender

Shane Stender

Commissioner

Des Moines Pool Metropolitan Park District

AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 9c **Assigned to:** District GM **Meeting Date:** December 12, 2023

Under: New Business **Attachment:** No

Subject: Board Officers and Committees (First Touch)

Background/Summary:

The first meeting of the year, the board votes to name the President and the Clerk of the Board.

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

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

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

The Board will also need to appoint committees for 2024. In 2023 the following committees existed:

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

This is informational only with a formal vote and a Resolution 2024-01 Appointing Board Officers to memorialize the decision to meet the RCW's, District Policy and Procedure, and District Bylaws.

Resolution 2024-02 will also be set for memorializing the board appointments.

Fiscal Impact: N/A

Proposed Motion: (*Motion for 1/23/24*)

I move to approve Resolution 2024-01 Appointing Board Officers to formalize the appointment of _____ to the office of President and _____ to the office of Clerk of the Board.

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

Three Touch Rule:

<u>N/A</u>	Committee Review
<u>12/12/2023</u>	First Board Meeting (Informational)
<u>01/23/2024</u>	Second Board Meeting (Action)

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

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

Notes:

No attachments.

Des Moines Pool Metropolitan Park District

AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 9d **Assigned to:** District GM **Meeting Date:** December 12, 2023

Under: New Business **Attachment:** Yes

Subject: Resolution 2023-10 Warrant Cancellations

Background/Summary: The district has the following attached resolutions that need to be cancelled due to lost mail, warrants not being cashed, and a returned check for non-performance.

All warrant cancellation must be approved by the Board of Commissioners. Please see attached warrant cancellation.

Fiscal Impact: Warrants only affect the bank accounts when they are processed by the vendor. This is to clean up our accounting.

Proposed Motion: I move to approve Resolution 2023-10, Warrant Cancellations (as amended <if necessary>).

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

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

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

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

Notes: Attachments:
- Resolution 2023-10 Warrant Cancellations

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

RESOLUTION NUMBER 2023 – 10

WARRANT CANCELLATIONS

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 the issuance and cancellation of warrants issued to vendors and providers and;

WHEREAS, it is the policy of the Board that such warrants will be issued by the King County Finance Services Division subsequent to Voucher Requests submitted by the District and;

WHEREAS, the Board is cancelling the following warrants:

<u>Payee</u>	<u>Issue Date</u>	<u>Warrant #</u>	<u>Warrant Amount</u>	<u>Reason</u>
Mason Gibbs	8/17/2022	9989833	\$19.49	Contacted, but didn't respond.
575 Inc.	9/14/2022	9994193	\$48.75	Lost in mail. Reissued.
Canon Financial	9/14/2022	9994197	\$62.88	Lost in mail. Reissued.
Puget Sound Energy	11/07/2022	10006566	\$2,703.42	Lost in mail. Reissued.
Snure Law Office	5/24/2023	10038242	\$440.00	Lost in mail. Reissued.
Public Health Seattle/KC	6/26/2023	10042750	\$696.30	Lost in mail. Reissued.
Comcast	7/19/2023	10046845	\$218.32	Lost in mail. Reissued.
AAA Fire Protection	8/15/2023	10051497	\$617.66	Lost in mail. Reissued.
575 Inc.	8/23/2023	10052461	\$712.53	Lost in mail. Reissued.
ABS	10/19/2023	10061444	\$90.00	Returned due to non-performance

NOW THEREFORE BE IT RESOLVED that the Des Moines Pool Metropolitan Park District Board of Commissioners here by directs those warrants described above be cancelled and the King County Finance Services Division be notified of the Board's action.

Adoption: ADOPTED by the Board of Commissioners of the Des Moines Pool Metropolitan Park District at an open meeting of such Board on the 12th of December 2023, the following Commissioners being present and voting.

Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

District Clerk

AGENDA ITEMS SUMMARY SHEET

Under: New Business **Attachment:** Yes

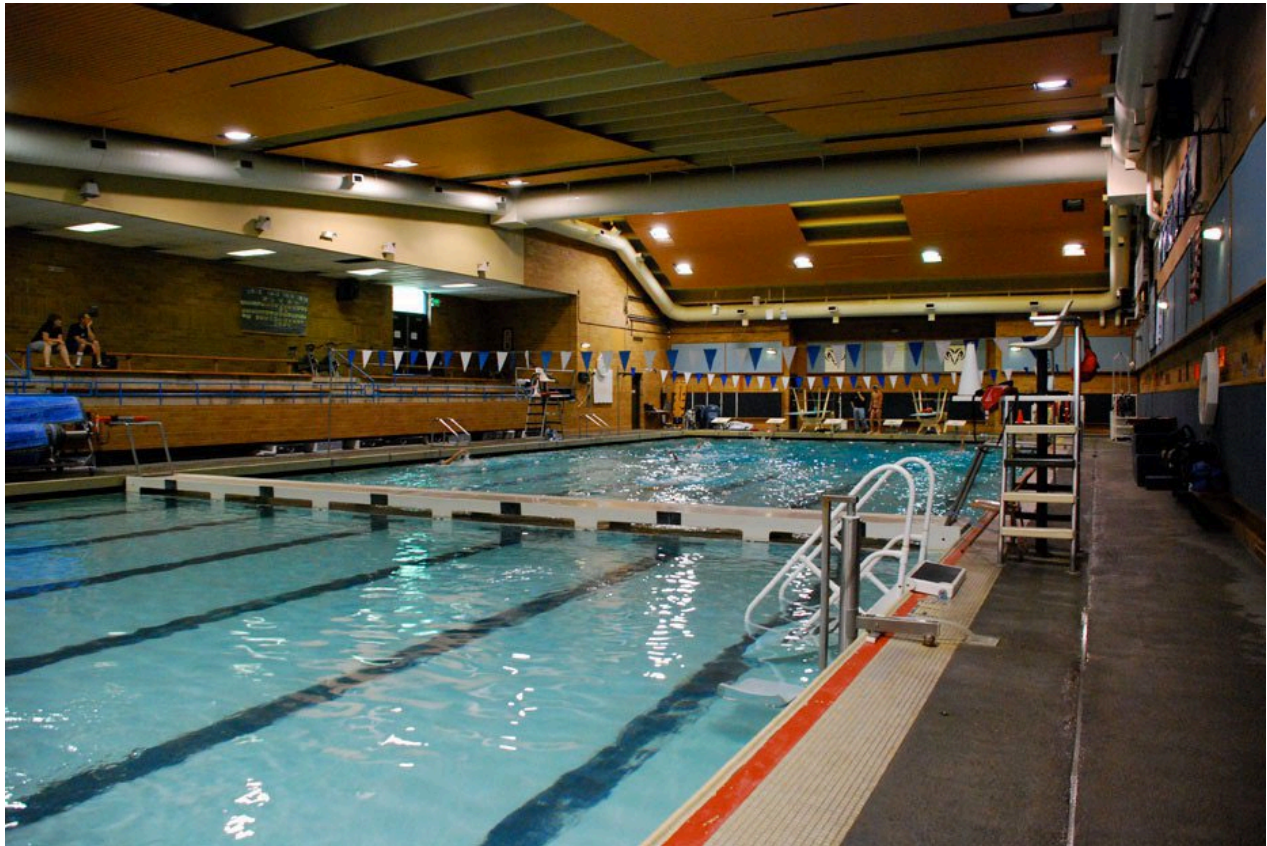
- Proposed Sunbelt Agreement



Renewable Service Agreement for BAS

Duration: 2 Years

December 13, 2023 thru December 12, 2025



Des Moines Mount Rainier Pool

22722 19th Ave S

Des Moines, WA 98198

Prepared For:



December 12, 2023



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Executive Summary

Sunbelt Controls is pleased to have this opportunity to offer Des Moines Pool Metropolitan Park District our proposal for a comprehensive Renewable Service Agreement to provide maintenance and support for your Automated Logic Building Automation System (BAS) at the Des Moines Mount Rainier Pool.

This pool is a 1 building campus, with over 16,000 square feet of precisely controlled critical environments and maintenance/support spaces. The BAS system controls and monitors HVAC equipment essential to this facility's day-to-day activity. Additionally, the BAS provides a comfortable, healthy working environment for your staff while enabling you to control your facility at peak performance and optimal efficiency.

Key components of this Renewable Service Agreement are the service tasks performed to ensure this facility continues to operate per specification and according to facility goals. We will perform these tasks during visits scheduled throughout the duration of the agreement. At the conclusion of each visit, a report will be provided to you that details our findings and summarizes services performed. This report will highlight conditions operating outside of specified parameters, along with specific recommendations for remediation.

Below is a brief list of benefits you may receive by partnering with **Sunbelt Controls** to maintain your Building Automation System:

- **Reduced Energy Costs**
- **Optimized Performance & Value of Equipment and BAS**
- **Operational Efficiency and Sustainability**
- **Continued Health, Safety, and Comfort**
- **Reduced Downtime through Routine Maintenance and Detailed System Analysis**
- **GUI Software Maintenance**
- **Increased Operator Efficiency**
- **Fully Trained Facilities Staff**
- **Budgeted Predictable Maintenance Expenditures**
- **Significant Discounts through eParts Material Procurement Program**
- **Preferred Labor and Material Rates**
- **Minimized Labor Costs through Discounted Rates for System Enhancements and Additions**
- **Priority Response within 4 Hours for Service Calls**
- **Remote Response and Support**

In closing, this agreement has been developed to provide you with a comprehensive solution tailored to meet this site's unique needs and operational goals. It includes both the short-term and long-term support needed to ensure your facility operates at peak efficiency with minimal downtime. Please refer to the following section for a full description of the diagnostic, support, and optimization services included in your Renewable Service Agreement.

Thank you again for this opportunity and we look forward to serving you. If you have any questions or concerns, please do not hesitate to contact me at 206.571.3815.

Sincerely,

Eric Ringstad

Eric Ringstad
Project Manager



Summary of Services

The following is a summary of the services that you have selected to be included in your Renewable Service Agreement. These services shall be performed during your scheduled maintenance visits.

Maintenance Services:

Disaster Recovery (101-SPF)

Main Server (103-SPF)

System Controllers Analysis (104-SPF)

HVAC and Monitoring System Components (105-SPF)

On Site Training (117-SPF)

Remote Phone Support (119-SPF)

Remote Diagnostics of Building Systems (120-SPF)

Terminal Box Operational Verification (152-SPF)

Training & Development:

While Technician is onsite.

The term of this Agreement shall be December 13, 2023 through December 12, 2025.

The agreement price is **\$13,938** for this agreement.

- Pool: (4) Quarterly Visits

DMPMPD will be invoiced in the amount of **\$3,484** quarterly. This amount does not include WA Sales Tax.

Signature page and a summary of the agreement pricing and term are located on page 11.



Proposed Services

☐ In Warranty Service (100-SPF)

Your new Building Automation System is a valuable investment and requires regular service, even throughout the warranty period. To maintain warranty coverage for your newly installed system, it must continue to be operated as intended with regular maintenance performed. Sunbelt Controls will review operation of your system and settings on a Semi-Annual basis during the warranty period to ensure the system is operating as intended and your warranty coverage remains intact.

☒ Disaster Recovery (101-SPF)

Sunbelt Controls will maintain a copy of critical system files required to restore operation in the event that the site server equipment fails. The recovery files are kept current with each maintenance visit.

☐ Network Analysis (102-SPF)

We will provide a report on the health of the BACnet IP Network, by applying advanced diagnostics to your BAS network's communications. Our diagnostic tool will analyze the communication data and look for common issues affecting network performance. Here is a list of common issues and items that will be identified:

- Excessive Who-Is Activity
- Duplicate Device Instances
- Missing Acknowledgement ("ACK")
- Network Health Score
- Diagnostic Checks
- Communication Failures

With each diagnostic, a report will be generated that clearly and concisely illustrates the performance and status of your BAS IP network.

☒ Main Server (103-SPF)

The server is an important component in your building automation investment and is treated as the heart of the system. Our technician will perform maintenance on both the server machine and automation system application, including Windows and system updates, server hardware checks, and evaluating operating system alarms.

☒ System Controllers Analysis (104-SPF)

Our technician will systematically check the operation of the building's equipment for proper operation, optimal control, and the best sequences the industry has to offer. Control panels are inspected and wire terminations checked for proper connections. A finely tuned system directly converts to energy and cost savings. Each component that is key to the operation of your HVAC system is checked for proper operational parameters. Trends are analyzed, rotational or staging sequences exercised, and efficiency sequences tested so your system is operating at peak performance.

☒ HVAC and Monitoring System Components (105-SPF)

Each component that is key to the operation of your HVAC system is checked for proper operational parameters. Trends are analyzed, rotational or staging sequences exercised, and efficiency sequences tested so your system is operating at its optimum. Field devices (Valve Motors, Damper Motors) are exercised to confirm proper operation. Control sensors are calibrated as needed. Critical fail safe sequences are tested routinely to ensure your emergency equipment is ready when needed. Equipment covered by this agreement is listed below:



☒ **On Site Training (117-SPF)**

On-site training by your Sunbelt technician. This training is one-on-one and is tailored to your needs and customized for your site.

☐ **Owner Directed Support (118-SPF)**

To provide additional onsite technical resources to assist in the maintenance and management of your Building Automation System and facility, we will provide a factory-trained Technician to support your staff. Included in this agreement are (1) hours of onsite Owner Directed Support during each visit. You can utilize these visits for repairs, database adjustments, and/or training on a pre-planned or as needed basis.

☒ **Client Services**

Utilizing various technologies, we can support you and your staff remotely with Phone and Online support. This service is designed to provide you support as problems arise without requiring the expense of dispatching a technician to your site. Upon completion of Phone or Online support, if it is determined that it is necessary to send out a technician, this service will allow for much of the initial investigations to be accomplished prior to his/her arrival.

☒ **Remote Phone Support (119-SPF)**

You may have a question or issue that doesn't require a service technician to respond to the site. With our Phone Support option, you have direct access to a qualified technician that can answer questions or help troubleshoot system or mechanical issues remotely. Coupled with your maintenance contract, the Phone Support feature has you covered for all of your business-hour needs. See Appendix A for additional details.

☒ **Remote Diagnostics of Building Systems (120-SPF)**

Our qualified remote diagnostic technician will log into your system remotely to review operation, trends, and alarms, and relay issues to your facilities or engineering team. This service provides a **proactive** approach to occupant comfort and proper equipment operation. It's also designed to provide added support and reduce system management time required by your team.

☐ **Alarm Monitoring (125-SPF)**

Sunbelt will monitor emailed alarms during normal business hours, evaluate the condition that generated the alarm, and act accordingly based on the agreed upon workflow.

☐ **Software Upgrade (121-SPF)**

This service will keep your system at the latest version of software when new software revisions are released. Releases often include new features to improve your experience as a user. In some cases, new features include tools to help improve system diagnosis, operating efficiency, or reduced technician labor (cost savings).

☐ **System Survey (122-SPF)**

Our technician will perform a comprehensive initial survey of your building automation system that will provide you with a benchmark of the current system condition, as well and recommendations needed to allow the system to operate at its best. This survey is performed prior to the first scheduled service visit.

☐ **Anti-virus Software (123-SPF)**

Anti-Virus software will be provided, installed, and maintained for your server machine. This will help protect against virus, adware, and other malicious software. The software will be kept updated for the duration of the service agreement.

☐ **Carbon Monoxide Calibration (124-SPF)**



Sunbelt technician will calibrate the specified CO sensors with a calibration gas and kit.

☐ **General Maintenance Tasks (150-SPF)**

Perform maintenance tasks as proposed for routine visits. See Appendix A for additional details.

☒ **Terminal Box Operational Verification (152-SPF)**

The majority of your facility's energy usage occurs at the Terminal Device level (VAV/CAV). By performing reviews of the entire system's Terminal Device operation, accurate temperature and pressure control is ensured. Additionally, the indoor environment is maintained according to specifications an energy usage is significantly decreased. This service shall be performed X and shall include:

- **Review of Terminal Units for Fully Closed (0%) and Fully Open (100%) Dampers**
- **Review of Terminal Unites for Fully Closed (0%) and Fully Open (100%) Valves**
- **Review of Zones for system anomalies, such as the inability to maintain temperature Set Point**
- **General Review of overall Operation**

☐ **VRF/VRV Unit Operation Verification (153-SPF)**

By performing periodic reviews of your building's VRF/VRV systems using your main BAS GUI interface, you can ensure that Zone Temperature control is accurate, comfortable, and efficient. Additionally, you can confirm that your indoor environment is being maintained per specifications. This service shall be performed X and shall include:

- **Integrity of VRF/VRV communication between System Gateway to BAS GUI**
- **Review pertinent Trends/System Activity (Temperature, Faults, Alarms, etc.)**
- **Review for system anomalies, such as the inability to maintain temperature Set Point**
- **General Review of overall Operation**

☐ **Calibration Services (154-SPF)**

Routinely calibrating and/or verifying critical sensors allows you to remain in compliance with not only industry regulations but also ensures that your facility is operating safely and efficiently. We will perform calibration on your critical sensors on an annual basis. See Appendix A for additional details.

☐ **Drive Time (155-SPF)**

Drive time associated with the service of your facility.



Training & Development

Sunbelt Controls is committed to providing its clients opportunities for continuous improvement, enrichment, and development. An essential component of our commitment is the Factory Certified Training Courses provided at each of Sunbelt's (5) five Training Academies. Each Academy provides a formal learning experience that includes a dedicated workstation, a structured training curriculum, and a hands-on approach to learning. The courses are led by a factory-certified trainer and provide the same training offered to our own Technicians, Programmers, and Engineers, thus empowering clients to increase their understanding and knowledge of their BAS system. By including training as a part of your Renewable Service Agreement you are ensuring that your staff will have the knowledge and understanding needed to operate and control your building efficiently and effectively.

☐ **WebCTRL Basic (WC-206.5) – 2 Day Course**

Designed for Owner/Operators new to WebCTRL. During this class, you will learn how to:

- View and navigate the system interface
- Create schedules and schedule groups
- Set up trends and create trend graphs
- Run and Save Reports
- Better understand Alarm Management
- Read and edit logic pages
- Gas Detection

☐ **WebCTRL Intermediate (WC-306.5) – 3 Day Course**

Designed for Intermediate-level Owner/Operators. During this class, you will learn how to:

- Navigate the complete WebCTRL interface
- Better understand system architectures
- Track down and investigate alarms at all levels
- Create custom reports
- Utilize factory-supported Add-ons
- Reverse Engineer and troubleshoot logic pages

☐ **Field Tech for Owner/Operators (FTO-206.5) – 3 Day Course**

Designed for Intermediate-level Owner/Operators. During this class, you will learn how to:

- Start-up a basic Automated Logic WebCTRL system
- Perform basic systems and network troubleshooting
- Use the following WebCTRL applications:
- WEBCTRL, Eikon – LogicBuilder, ViewBuilder, SiteBuilder, EquipmentBuilder

☐ **ViewBuilder Basic (VB-206.5) – 2 Day Course**

Designed for Owner/Operators new to ViewBuilder. During this class, you will learn how to:

- Explore the symbol library
- Recognize microblock paths
- Attach .view files to equipment
- Attach floorplan .view files to areas
- Program floorplan and thermographic summary pages
- Use EquipmentBuilder to make .view files

☐ **Eikon Basic (EIK-206.5) – 2 Day Course**

Designed for Owner/Operators and Technicians new to Eikon LogicBuilder. During this class, you will learn how to:

- Describe the different types of microblocks
- Read a sequence of operations and translate it to a program
- Simulate a program to find errors.



Eikon Intermediate (EIK-306.5) – 3 Day Course

Designed for Owner/Operators and Technicians who develop new programs. During this class, you will learn how to:

- Use programming and naming standards
- Create a symbol library
- Use Eikon productivity tools
- Build a properties page
- Make major edits to an existing control program
- Create an advanced control program with a custom sequence of operations
- Attach floorplan .view files to areas
- Program floorplan and thermographic summary pages

☐ **Networking Basic (NET-206.5) – 2 Day Course**

Designed for Owner/Operators and Technicians with little experience with IP, ARC156, or MS/TP networks. During this class, you will learn how to properly set up and troubleshoot ALC networks, as well as learn:

- IP Basics
- ARC156 Basics
- MS/TP Basics
- SiteBuilder
- Wireshark Captures
- BACnet Discovery

☐ **Networking Intermediate (NET-306.5) – 3 Day Course**

Designed for Owner/Operators and Technicians who need to design complex network systems. During this class, you will learn about:

- BACnet bindings
- Wireshark
- Network Microblocks
- Subnet Masks
- Nat Routers / Firewalls
- Hierarchical Servers
- Network Security



Dedicated Account Team

Dedicated Account Team Overview

A key component of your Renewable Service Agreement is the team of professionals that will manage and perform the services at your facility as outlined herein this proposal. Your dedicated account team includes a Service Project Manager, a Primary Technician, and a Secondary Technician. Additional resources include our Service Coordinator, Dispatch Coordinator, and Online Support staff. These resources are focused on providing you the best service possible while ensuring your facility continues to operate at peak efficiency.

The following team will be dedicated to supporting you and providing exceptional service for your facility:

Eric Ringstad – Service Project Manager

Your dedicated Service Project Manager will work with you and your facilities staff to identify both building and business objectives, and develop service solutions tailored to meet such objectives. He works with the service team to ensure service provided is in accordance with this contract and that it continues to meet your needs, goals, and objectives. Annually, your Service Project Manager will review this agreement with your staff. During this review, he will discuss services performed during the past year and recommend options to further optimize system performance, address recurring system issues, and/or adjust our offerings to better meet your needs, goals, and objectives.

TBD – Primary Technician

Your Primary Technician is well-versed in both Building Automation and HVAC systems. The goal is for them to become familiar with your facility, your systems, and your procedures to become, in effect, a key technical resource dedicated to enhancing the performance of your building.

TBD – Secondary Technician

By assigning a Secondary Technician, we ensure depth of coverage and expand our pool of technical resources familiar with your facility. Overall, he serves as a backup to ensure seamless, continuous coverage.

Quality Assurance

In order to ensure that we are meeting your needs and providing value-added services to your campus staff and facilities, we will schedule an annual Quality Assurance Meeting and a Service Program Review prior to RSA completion. The purpose of these meetings is to ensure that our services structured and defined within this agreement are aligned with your current operational, departmental, and overall facility goals. As your needs and/or goals change, we can modify our deliverables to ensure that we continue to provide highest levels of service and value possible while at the same time ensuring that your facility operates optimally and efficiently.

***We look forward to partnering with you
& providing exceptional service.***



Technician Labor & Material Rates

Effective: Calendar Year 2023

	HOURLY CONTRACT RATES			HOURLY NON CONTRACT RATES		
	Regular	OT	DBL	Regular	OT	DBL
Seattle	\$191.00	\$286.50	\$382.00	\$211.00	\$316.50	\$422.00

Overtime Billing

Overtime rates begin after 4pm on weekdays
Weekend labor is overtime

WARRANTY

90 Days on Service Labor
1 Year on Parts

CONTRACT CUSTOMERS

Sunbelt Controls provide contract customers with a 1 hour response time to emergency call.
Onsite response to Quincy, WA is (4) hours.

Service Requests

Monitored email address for response coverage.

serviceseattle@sunbeltcontrols.com

*****24 HOUR EMERGENCY SERVICE IS AVAILABLE*****

877-786-2332



RSA Pricing & Signature Page

Location Name & Address

Des Moines Mount Rainier Pool

Attn: Scott Deschenes

Email: scott.deschenes@desmoinespool.org

Phone: 206.429.3852

Customer Name & Address

Des Moines Pool Metropolitan Park District

The term of this Agreement shall be December 13, 2023 through December 12, 2025.

The agreement price is \$13,938 for this agreement.

- Pool: (4) Quarterly Visits

DMPMPD will be invoiced in the amount of \$3484 quarterly. This amount does not include WA Sales Tax.

This agreement will renew automatically.

To indicate your acknowledgment and acceptance of this proposal, please sign in the space provided below and return one copy of this to my attention. This proposal is being provided in duplicate so that you might retain one copy for your records.

Accepted & Approved By:

Authorized Signature

Name

Date



Terms & Conditions

Sunbelt Controls Agrees:

1. To perform services as required.
2. To furnish the customer with a report of any irregularities revealed as a result of the inspection and adjustments. Corrective measures or repairs that are required will be recommended to customer.
3. Customer approval is required on repair work.
4. To service only the equipment listed.
5. To report to the person or office designated in writing by customer. Customer to inform of changes of personnel.

Excluded From This Plan:

1. The cost of repair parts, replacement parts (controllers, sensors, etc.), service calls.
2. Labor costs other than that required under the service agreement.
3. This agreement does not include the provision or installation of any required metering or instrumentation, or the analytics/fault detection diagnostics solution implementation.

Terms:

1. The service plan shall commence on the effective date noted in the maintenance pricing below. Either party may terminate this agreement by giving the other party thirty (30) days prior written notice.
2. Failure to make payment when due, or impairment of owner's credit, shall relieve Sunbelt Controls of the obligation of further performance of this agreement.
3. Current trip charges for all service calls and repairs will continue to apply.
4. General Conditions listed on following page of document.



General Conditions

1. For the convenience of both the Customer and Sunbelt Controls, the Customer will permit Sunbelt Controls personnel the use of his common building equipment, such as ladders, elevators, etc., together with free and timely access to necessary areas.
2. Sunbelt Controls will not be required to remove, replace or alter any part of the building structure in the performance of this agreement.
3. Both the Customer and Sunbelt Controls agree that all work referred to in this agreement shall be performed during the regular working hours of 7:00 AM to 4:30 PM, Monday through Friday, except Holidays.
4. Customer agrees to make prompt payments. Should a payment become thirty (30) days delinquent, this contract may become null and void at any time thereafter at the option of Sunbelt Controls, and all moneys owed to Sunbelt Controls will become due upon demand.
5. To assure best performance the Customer should operate the system and all equipment properly and as per manufacturer's instructions. Expenses to Sunbelt Controls caused by improper system operation, negligence, misuse of the equipment, or by any cause beyond the control of Sunbelt Controls, shall be paid by the Customer at current material and labor prices.
6. Operational efficiency will be assured if all necessary work is performed or equipment added by qualified Sunbelt Controls personnel. In the event of any alterations, additions, adjustments, or repairs by others (unless authorized by Sunbelt Controls) Sunbelt Controls assumes no responsibility and has option to terminate this agreement.
7. Any parts that are not available from normal sources in the judgment of Sunbelt Controls, and which may impair proper operation, may be replaced by Sunbelt Controls and paid for by the Customer.
8. Loss of business or any delays occasioned by events that Sunbelt Controls cannot control, such as strikes, riots, lock-outs, transportation delays, accidents, Acts of God, force majeure or any other cause beyond Sunbelt Controls' control shall not be the responsibility of Sunbelt Controls.
9. Any item of equipment or labor required by insurance companies, federal, state, municipal or other authorities will not be required to be furnished by Sunbelt Controls.
10. Sunbelt Controls shall not be responsible for original system design, installation or its performance in maintaining design conditions, except through failure of equipment covered herein.
11. This agreement covers the complete understanding between Sunbelt Controls and the Customer, and shall become a valid contract only when accepted and approved by authorized persons for both parties. No verbal representations shall be binding on either party.
12. If Secure Socket Layer Management service is selected, Sunbelt Controls is not responsible for Network Security or the Security of the Hardware/Computer Machine.



Appendix A

This Renewable Service Agreement includes the following activities and clarifications:

Maintenance Services:

Disaster Recovery (101-SPF)

Main Server (103-SPF)

System Controllers Analysis (104-SPF)

HVAC and Monitoring System Components (105-SPF)

On Site Training (117-SPF)

Remote Phone Support (119-SPF)

Remote Diagnostics of Building Systems (120-SPF)

Terminal Box Operational Verification (152-SPF)