

Public Notice

NORTH WHIDBEY POOL, PARK, AND RECREATION DISTRICT
REGULAR MEETING
JOHN VANDERZICHT MEMORIAL POOL
Tuesday, September 22, 2020
6:30pm

Meeting Called to Order:

- I. **Board Issues:**
- II. **Agenda Changes:**
- III. **Public Comments:**
- IV. **Approval of Minutes:**
 - 08.14.2020 Special Meeting Minutes
 - 08.25.2020 Regular Meeting Minutes
- V. **Voucher Review:**
 - Expense Vouchers: #8736 – #8768 \$34,126.95
 - Payroll: \$ 21,723.25
 - TOTAL: \$ 55,850.20
- VI. **Staff Reports:**
 - A) Maintenance & Facilities
 - B) Director
 - C) Aquatics
 - D) Administration
- VII. **Committee Reports:**
 - A) Commissioner Chargualaf By-Laws
- VIII. **Action Item/Review:**
- IX. **Unfinished Business:**
 - A) By-Laws of the North Whidbey Pool, Park, and Recreation District
 - B) Special Event and Facility Use Application
 - C) Employees Council Presentation – Ryan Nelson - Contract
 - D) Investment Presentation – Wanda Grone, County Treasurer - Resolution 2020-06
Investment Authorization Form

X. New Business:

- A) NWPPRD Small Roster Review - Resolution 99-71
- B) MRSC Resolution
- C) MRSC Contract
- D) Request for Proposal, Roof Repair/Replacement Services at John Vanderzicht Memorial Pool
- E) Barron Heating and Air Conditioning Contract

XI. Final Board Comments:

Next Meeting:

Tuesday, October 27, 2020

Adjournment:

Please Note: The Commissioners will be attending via Zoom. We strongly encourage members of the public to attend the meeting to use the Zoom instructions below to observe the meeting remotely. However, we will have the meeting available via speaker phone at the pool as well. The meeting will begin at 6:30pm, but the Zoom room will be open at 6:00pm to ensure everyone has sufficient time to enter.

Directions to Accessing the meeting through Zoom:

Topic: 09.22.2020 NWPPRD Regular Meeting

Time: Sep 22, 2020 06:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/87013804479?pwd=ajd3WjRvS2wxTjJpVDY3ZVJoUUE5dz09>

Meeting ID: 870 1380 4479

Passcode: 249991

One tap mobile

+12532158782, 87013804479# US (Tacoma)

+16699006833, 87013804479# US (San Jose)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

Meeting ID: 870 1380 4479

Find your local number: <https://us02web.zoom.us/j/87013804479>

Find your local number: <https://us02web.zoom.us/j/87013804479>

North Whidbey Pool, Park, and Recreation District Commissioner Communication

| | | |
|---|-----------------------------|--|
| Meeting Date: 9/22/2020 | Page 1 of 1 | Item: Approval of Minutes 08.14.2020 and 08.25.2020 |
| Agenda No: IV. | Presented by: BOC | |
| BACKGROUND: Approval of Minutes 08.14.2020 Special Meeting and 08.25.2020 Regular Meeting. | | |
| RECOMMENDED MOTION: I motion to approve the minutes from August 14, 2020, and August 25, 2020, as written. | | |
| | | |

NORTH WHIDBEY POOL, PARK, AND RECREATION DISTRICT

SPECIAL MEETING
JOHN VANDERZICHT MEMORIAL POOL
Oak Harbor, WA 98277
Friday, August 14, 2020
2:30pm

Meeting Called to Order: Meeting was called to order by the Chair Commissioner Wiegenstein at 2:33pm. Commissioners in attendance – Brooks-Leete, Chargualaf, Hardin, Merrill, and Wiegenstein.

Agenda:

- 1) State Audit Exit Conference – Review and discussion of letter to the State Auditor. Julie Millang and Commissioner Chris Wiegenstein will sign letter. Next scheduled audit 2022 and will cover two years from January 1, 2020 through December 31, 2021. Also reviewed and discussed suggestions from the State Auditor to review audit report, processes, compliance, and recommendations. Open Public Meetings, Regular and Special - Auditor recommended District ensure written meeting minutes are drafted, and approved promptly, following all open public meetings and that at Special Meetings, action is taken only on matters in the meeting notice. Cash handling, cash reconciliation, credit cards, cash accounts, were all reviewed. Recommended there is supporting documentation and approval process. Audit survey will be sent out. Local Government support team – help desk. Received auditors contact information, for Jordan Helms and Kelly. Commissioners are grateful for the time and effort auditors have put in.
- 2) Updated By-Laws – Attorney would like to see by-laws a little more formal. He is working on that. Julie updated Board of Commissioners on Director’s contract and job description. Clarification on \$30,000 spending limit. Attorney changed the wording on contract. Recommended updating the by-laws from time to time.
- 3) Executive Session – was not used or needed.
- 4) Director’s Contract – Commissioner Hardin asked for clarification of wording of vacation time. Commissioner Hardin moves to change the wording under vacation, 2nd paragraph, 2nd sentence, “The employee shall be allowed to be on vacation no more than 14 days”. Commissioner Brooks-Leete seconded the motion. Discussion. Agreement made that vacation cannot exceed 14 consecutive days at one time. Commissioner Hardin removes previous motion. Commissioner Brooks-Leete seconded the motion to remove the motion. Commissioner Hardin moves that under vacation, 2nd paragraph, 2nd sentence, “The Employee shall be allowed to use no more than ten (10) days’ of vacation at one time and may use vacation time only after a midterm evaluation satisfactory to Employer”. Commissioner Brooks-Leete seconded the motion. Motion passed unanimously. Changes to contract approved. Final Contact – Commissioner Brooks-Leete makes a motion that we approve the Director’s Contract as written on

08.14.2020. Commissioner Hardin seconded the motion. Discussion. Motion passes unanimously.

Adjournment – Commissioner Hardin moves that we adjourn. Commissioner Brooks-Leete seconded the motion. Motion passes unanimously. Meeting adjourned at 3:42pm.

Respectfully submitted,
Patti Caldwell

NORTH WHIDBEY POOL, PARK, AND RECREATION DISTRICT
MINUTES
JOHN VANDERSZICHT MEMORIAL POOL
Thursday, August 25, 2020

Meeting Called to Order: Meeting was called to order at 6:32pm by the Chair Commissioner Wiegenstein. Commissioners in attendance: Brooks-Leete, Chargualaf, Hardin, and Wiegenstein. Commissioner Merrill is absent.

Board Issues: None

Agenda Changes: None

Public Comments: None

Approval of Minutes: Commissioner Hardin moves that we accept the minutes from July 28, 2020 as written. Commissioner Brooks-Leete seconds the motion. Motion passes unanimously.

Voucher Review: Commissioner Hardin moves that we expense vouchers #8699 to #8735 in the amount of \$42,466.05 and Payroll Transfers in the amount of \$36,009.46 for total of \$78,475.51. Commissioner Brooks-Leete seconded the motion. Motion passes unanimously.

Staff Reports: Maintenance Report – CO2 Lines hooked up to spa working as they should. Copper fitting on spa heater was replaced. Installed all new emergency lights, except 3. Spa use is “this close”. Looking for “eyeballs”. Original company went out of business, looking for new source. A few more frames and doors need to be painted. Need three items: sump pump, HVAC motor, and VFD. Approximately \$9-10,000.

Director’s Report – Director Jay Cochran discussed Strategic Planning regarding creation of a Comprehensive/Strategic Plan for the District. The next funding cycle starts in January with the review of applications in April/May. USDA Loan Follow-Up with Whidbey Island Bank. She met with the Island County’s Treasurer Department regarding the County’s Investment Pool. Washington State Local Program who helps local government purchase real estate or build infrastructures by “piggybacking” on Washington State’s Bonds and using their credit. Jim Blumenthal, of Martin and Nelson, thinks we can do lot better than a USDA Loan. He provided some information and a scenario for better understanding. Employers Council is an organization that helps employers enhance workforce effectiveness by addressing their needs in employment law. This is tabled for a future board agenda item. The County’s Comprehensive Plan Parks and Recreation chapter is in your packet. LTAC funding, which is to support a facility or program that will increase tourism here on the Island. A roof repair could quality since the facility hosts swim teams from out of the area. LTAC could help cover costs to put on a special event. Our application for Governmental Administration Services (GAS) was approved. Currently, no items we need are listed. Facility Use Agreement. Grammatical changes have been made and our insurance company said it looks great.

Aquatics Report – Anacortes Pool lifeguard training Jessica has offered to certify a few guards that we have interested in life-guarding prior to the first initial COVID shut down, as well to recertify some of our guards that are due to be renewed, at the Anacortes pool. So, whenever we reopen, our guards will be ready. We had 18 people register for our first annual Virtual Sloth 5K run. We were lucky enough to have over \$250 worth of prizes donated from Home Depot and (5) \$5 gift certificates from Toppin’s Ice Cream Shop as well.

Administrative Report – L&I Report Amendment – As an exempt employee, the Director does not pay into L&I; however, the District is still required to pay L&I for her. Pacific Grace did not do this initially, she has since filed an amended report to ensure proper reporting and payment. She spoke to Ziplly Fiber to close our account on 07.28.2020. We updated our electronic time sheet subscription based on the number of employees currently working. This brings the monthly charge down from \$159 to \$39 per month. She received a message from Jessica at Fidalgo Pool after one of our lifeguards reached out to her regarding a recertification. She has graciously offered to work with our staff who may need recertification in the coming months. Our lifeguards have received Jessica’s contact information as well as pricing information for recertification. All recertification fees will be paid by the lifeguard directly to Fidalgo Pool and Fitness Center. August is our business license renewal month. We have no renewable endorsements this year, so no renewal or fee is necessary.

Committee Reports: None

Action Item/Review: None

Unfinished Business:

- 1) Facility Use Agreement – Carried over. Discussion. Looking for feedback.
- 2) Resolution 2020-04 – Commissioner Wiegenstein made a motion to approve Commissioner Chargualaf as Commissioner. Commissioner Brooks-Leete seconded the motion. Motion passes unanimously.
- 3) Pool Opening – Discussion.

Final Board Comments: Commissioner Brooks-Leete commented that she loves the direction we are headed. Commissioner Wiegenstein thanked the staff working through this difficult time. Commissioner Wiegenstein stated that he would like the P&L simplified to be more user friendly. Admin., Julie Millang will work on that.

Next Meeting: Tuesday, September 22nd, 2020

Commissioner Brooks-Leete motioned to adjourn meeting. Commissioner Hardin seconded the motion. Motion passes unanimously. Meeting adjourned at 8:15pm.

Respectfully submitted,
Patti Caldwell

North Whidbey Pool, Park, and Recreation District Commissioner Communication

| | | |
|---|-----------------------------|-----------------------------|
| Meeting Date: 9/22/2020 | Page 1 of 1 | Item: Voucher Review |
| Agenda No: V. | Presented by: BOC | |
| BACKGROUND: Approval of vouchers and payroll expenses. | | |
| RECOMMENDED MOTION: I motion that we approve to expense vouchers #8736 to #8768 in the amount of \$34,126.95 and Payroll Transfers for \$21,723.25 for a total of \$55,850.20. | | |
| | | |

| <i>County Warrant #</i> | <i>Processed:</i> | <i>Dist. Voucher #</i> | <i>Amount</i> |
|-------------------------|-------------------|------------------------|--------------------|
| 585930-585834 | 08.12.2020 | 8736-8744 | \$ 5,781.08 |
| 586174-586185 | 08.19.2020 | 8745-8758 | \$ 24,100.84 |
| 586663-586665 | 08.26.2020 | 8759-8763 | \$ 2,303.88 |
| 586935-586938 | 09.02.2020 | 8764-8768 | \$ 1,941.15 |
| | | | \$34,126.95 |

Payroll, Payroll Processing Fee, L&I Transfers from M & O Account to Payroll Account of \$21,723.25

Total of Voucher #s 8736-8768 & Payroll Transfer (Including Payroll Processing Fee and L&I) \$55,850.20

TO: Island County Auditors

FROM: North Whidbey Pool, Park, and Recreation District, Board of Commissioners

SUBJECT: Voucher Certification / Payroll Transfer and Approval

Vouchers and Payroll Transfers audited and certified by the Auditing Officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing which has been made available to the Board.

As of this date the Board, by a (unanimous, majority) vote, does approve review of those vouchers and Payroll Transfers included in the above list.

APPROVED September 22, 2020

Christopher Wiegenstein, Commissioner

John Chargualaf, Commissioner

Juli Brooks-Leete, Commissioner

Sean Merrill, Commissioner

Patricia (Pat) Hardin, Commissioner

North Whidbey Pool, Park, and Recreation District

Voucher Report Notes

August 2020

- #8736 CO2 Food Grade Micro Bulk (Volume: 800 lbs.) for Pool.
- #8737 Internet Service; includes installation.
- #8738 IT Monthly Service Agreement
- #8739 Computer Maintenance: UniFi Quarterly Updates, Director's PC internet connection, Patti access to public share, PCI Compliance, phone updates – cords, QuickBooks multi-user not working
- #8740 Internet WiFi Bridge: Ubiquiti Network Nanobeam AC 16DBI (WiFi Bridge), Ubiquiti Universal Antenna Mount, Bulk Flooded Network Cable, miscellaneous parts, fixed labor fee.
- #8741 Phone conference, emails, and research regarding employee health benefits and health reimbursement accounts.
- #8742 June 2020 (2) service dates for mowing, trimming and landscape maintenance at JVMP.
- #8743 July 2020: 1- regular mowing, trimming landscape maintenance and 1 – emergency mowing at Clover Valley Ballfields.
- #8744 July 2020 (2) service dates for mowing, trimming and landscape maintenance at JVMP.
- #8745 CO2 Cylinder Tank Rental for Hot Tub. Two tanks.
- #8746 Made repairs to outside air damper and tested from 0 to 100 percent operation using control system and modulating the minimum outdoor air position setting. Set control set point, then closed damper manually, tightened all hardware and verified proper opening/closing with control system. Verified that domestic hot water changes had occurred as per recent boiler inspection. Changed post purge time from 1 minute, 30 seconds to 360 seconds as per factory representative. Damper Rod Ball Joint Control Swivel. Outside air damper repair including actuator parts and labor. Motor did not require replacement so actual repair cost was adjusted lower than previously quoted. 30" damper rod.
- #8747 Portable Toilets
- #8748 Chamber of Commerce Membership Renewal
- #8749 CVP Garbage
- #8750 Payroll Processing for July 2020 Services
- #8751 Electric Bill

- #8752 Composite Digital Caliper; Maintenance materials including PVC, bushings, couplings, adapter insert, cement rain-r-shine.
- #8753 SDS Compliance Center for MSDS.
- #8754 Please see attached statement for details.
- #8755 Please see attached statement for details.
- #8756 Please see attached statement for details.
- #8757 Quarterly insurance premium.
- #8758 Duct Sox Installation: 2 techs and supervisor on site, remove old duct sox, install new cables and duct sox provided by customer, attach elbow of duct sox to hard line. Includes lift rental.
- #8759 16-19 Accountability Audit.
- #8760 Pest Control. Regular maintenance. Swept to disrupt spider activity. Treated perimeter for ants and other pests. Checked and refilled rodent bait stations noting mild to moderate rodent activity.
- #8761 EQ Pump Gasket.
- #8762 (5) MoFlow Suction Outlet Covers for Hot Tub.
- #8763 (2) Thermometers.
- #8764 Copper pipe for hot tub, replaced per insurance request.
- #8765 Gas Bill for Pool Boiler.
- #8766 Gas Bill for Patron/Spa Boiler – includes locker rooms, hallways, staff restroom, lobby, offices, front desk area, spa.
- #8767 Please see attached statement for details.
- #8768 (5) Monthly cell phone reimbursement per contract.

North Whidbey Park & Recreation District
Voucher Report
August 2020

08/26/20

| Date | Num | Name | Memo | Amount |
|---------------|------|--|--------------------------------|------------------|
| Aug 20 | | | | |
| 08/06/2020 | 8736 | 5000108/R1 Airgas-Norpac | CO2 Food Grade Micro Bulk | 1,392.48 |
| 08/06/2020 | 8737 | 5000911 Comcast | Internet Installation/Service | 443.99 |
| 08/06/2020 | 8738 | 5007369 R1 Whidbey Tech Solutions | IT Monthly Service Agreement | 416.81 |
| 08/06/2020 | 8739 | 5007369 R1 Whidbey Tech Solutions | Computer Maintenance | 362.09 |
| 08/06/2020 | 8740 | 5007369 R1 Whidbey Tech Solutions | Internet WiFi Bridge | 1,493.71 |
| 08/06/2020 | 8741 | 5010159 Law Office of Christon C. S... | Legal Fees | 585.00 |
| 08/06/2020 | 8742 | 5010506 Brite Water Lawn Care LLC | June 2020 Mow/Trim Pool | 217.40 |
| 08/06/2020 | 8743 | 5010506 Brite Water Lawn Care LLC | July 2020 Mow/Trim Ball Fields | 652.20 |
| 08/06/2020 | 8744 | 5010506 Brite Water Lawn Care LLC | July 2020 Mowing Maint Pool | 217.40 |
| 08/13/2020 | 8745 | 5000108/R1 Airgas-Norpac | CO2 Cylinder Rental (Hot Tub) | 94.98 |
| 08/13/2020 | 8746 | 5000365 Barron Heating, Inc. | Outside Air Damper Repair | 959.71 |
| 08/13/2020 | 8747 | 5001152 Diamond Rentals | Portable Toilets | 310.00 |
| 08/13/2020 | 8748 | 5001646 OH Chamber of Commerce | Chamber Membership | 250.00 |
| 08/13/2020 | 8749 | 5002046 R1 Island Disposal Inc. | CVP Garbage | 106.08 |
| 08/13/2020 | 8750 | 5002140R2 Pacific Grace Tax & Acc... | Payroll Processing July 2020 | 575.00 |
| 08/13/2020 | 8751 | 5002726 Puget Sound Energy | Electric Bill | 2,726.07 |
| 08/13/2020 | 8752 | 5002986 Oak Harbor Hardware-Ace | Digital Caliper/Maint Material | 47.83 |
| 08/13/2020 | 8753 | 5003599 Uline | SDS Compliance Center | 97.62 |
| 08/13/2020 | 8754 | 5003694 Visa | J. Cochran CC | 246.94 |
| 08/13/2020 | 8755 | 5003694 Visa | C. Hoffmire CC | 20.14 |
| 08/13/2020 | 8756 | 5003694 Visa | J. Millang CC | 1,096.45 |
| 08/13/2020 | 8757 | 5009914 Allegiance Premium Financ... | Insurance Premium Qtrly Pmt | 15,555.37 |
| 08/13/2020 | 8758 | 5010104 Triple C Construction Servi... | Duct Sox Installation | 2,014.65 |
| 08/20/2020 | 8759 | 5003316 State Auditor's Office | 16-19 Accountability Audit | 1,753.05 |
| 08/20/2020 | 8760 | 5003381 Surety Pest Control | Pest Control Regular | 90.39 |
| 08/20/2020 | 8761 | 5007814 WMS Aquatics | EQ Pump Lid Gasket | 31.27 |
| 08/20/2020 | 8762 | 5007814 WMS Aquatics | 5 MoFlow Suction Outlet Cover | 404.35 |
| 08/20/2020 | 8763 | 5007814 WMS Aquatics | (2) Thermometer | 24.82 |
| 08/26/2020 | 8764 | 5000365 Barron Heating, Inc. | Copper Pipe for Hot Tub | 264.75 |
| 08/26/2020 | 8765 | 5000738 R1 Cascade Natural Gas | Gas Bill- Pool | 1,386.11 |
| 08/26/2020 | 8766 | 5000738 R1 Cascade Natural Gas | Gas Bill- Lk Rm, Ofc, Lobby | 23.75 |
| 08/26/2020 | 8767 | 5001855 Home Depot | (2) Trash Grabbers, Gloves | 66.54 |
| 08/26/2020 | 8768 | 5010539 Jamie Cochran | (5) Cell Phone Reimbursement | 200.00 |
| Aug 20 | | | | 34,126.95 |

**Treasurer's Report
Transactions from 8/1/2020 to 8/31/2020**

646 - NO WHID POOL PARK REC MAINT

| | | | | | |
|----------------------------------|--------------------------------|-------------|-------------------------|-----------|-------------------|
| Cash Balance at 7/31/2020 | | | | | 345,090.17 |
| 08/27/2020 | IS CO TREASURER 8.27.2020 WIB | WB | 0.00 | 11,791.55 | |
| 08/31/2020 | AUG 20 PROP TAX DISTRIBUTION | | 0.00 | 5,029.82 | |
| | Revenue Total | | 0.00 | 16,821.37 | 16,821.37 |
| | | | | | |
| 08/05/2020 | CASCADE NATURAL NO WHIDBEY POO | KY 00585563 | 3,989.15 | 0.00 | |
| 08/05/2020 | CASCADE NATURAL NO WHIDBEY POO | KY 00585563 | 90.04 | 0.00 | |
| 08/05/2020 | CITY OF OAK HAR NO WHIDBEY POO | KY 00585564 | 653.10 | 0.00 | |
| 08/05/2020 | CITY OF OAK HAR NO WHIDBEY POO | KY 00585564 | 1,315.42 | 0.00 | |
| 08/05/2020 | CITY OF OAK HAR NO WHIDBEY POO | KY 00585564 | 59.42 | 0.00 | |
| 08/05/2020 | NORTH WHIDBEY P NO WHIDBEY POO | KY 00585566 | 39.97 | 0.00 | |
| 08/05/2020 | MILLANG, JULIE NO WHIDBEY POOL | KY 00585565 | 508.17 | 0.00 | |
| 08/12/2020 | BRITE WATER LAW NO WHIDBEY POO | KY 00585831 | 217.40 | 0.00 | |
| 08/12/2020 | BRITE WATER LAW NO WHIDBEY POO | KY 00585831 | 652.20 | 0.00 | |
| 08/12/2020 | BRITE WATER LAW NO WHIDBEY POO | KY 00585831 | 217.40 | 0.00 | |
| 08/12/2020 | WHIDBEY TECH SO NO WHIDBEY POO | KY 00585834 | 1,493.71 | 0.00 | |
| 08/12/2020 | WHIDBEY TECH SO NO WHIDBEY POO | KY 00585834 | 362.09 | 0.00 | |
| 08/12/2020 | COMCAST COMMUNI NO WHIDBEY POO | KY 00585832 | 443.99 | 0.00 | |
| 08/12/2020 | LAW OFFICE OF C NO WHIDBEY POO | KY 00585833 | 585.00 | 0.00 | |
| 08/12/2020 | AIRGAS NORPAC NO WHIDBEY POOL | KY 00585830 | 1,392.48 | 0.00 | |
| 08/12/2020 | WHIDBEY TECH SO NO WHIDBEY POO | KY 00585834 | 416.81 | 0.00 | |
| 08/14/2020 | PAYROLL - PK1MT | | 10,627.62 | 0.00 | |
| 08/19/2020 | VISA NO WHIDBEY POOL PARK & RE | KY 00586185 | 20.14 | 0.00 | |
| 08/19/2020 | VISA NO WHIDBEY POOL PARK & RE | KY 00586185 | 246.94 | 0.00 | |
| 08/19/2020 | VISA NO WHIDBEY POOL PARK & RE | KY 00586185 | 1,096.45 | 0.00 | |
| 08/19/2020 | DIAMOND RENTALS NO WHIDBEY POO | KY 00586177 | 310.00 | 0.00 | |
| 08/19/2020 | OAK HARBOR ACE NO WHIDBEY POOL | KY 00586180 | 47.83 | 0.00 | |
| 08/19/2020 | PUGET SOUND ENE NO WHIDBEY POO | KY 00586182 | 2,726.07 | 0.00 | |
| 08/19/2020 | ALLEGIANCE PREM NO WHIDBEY POO | KY 00586175 | 15,555.37 | 0.00 | |
| 08/19/2020 | ULINE NO WHIDBEY POOL PARK & R | KY 00586184 | 97.62 | 0.00 | |
| 08/19/2020 | TRIPLE C CONSTR NO WHIDBEY POO | KY 00586183 | 2,014.65 | 0.00 | |
| 08/19/2020 | PACIFIC GRACE T NO WHIDBEY POO | KY 00586181 | 575.00 | 0.00 | |
| 08/19/2020 | BARRON HEATING NO WHIDBEY POOL | KY 00586176 | 959.71 | 0.00 | |
| 08/19/2020 | GREATER OAK HAR NO WHIDBEY POO | KY 00586178 | 250.00 | 0.00 | |
| 08/19/2020 | ISLAND DISPOSAL NO WHIDBEY POO | KY 00586179 | 106.08 | 0.00 | |
| 08/19/2020 | AIRGAS NORPAC NO WHIDBEY POOL | KY 00586174 | 94.98 | 0.00 | |
| 08/26/2020 | SURETY PEST CON NO WHIDBEY POO | KY 00586664 | 90.39 | 0.00 | |
| 08/26/2020 | WMS AQUATICS-WM NO WHIDBEY POO | KY 00586665 | 31.27 | 0.00 | |
| 08/26/2020 | WMS AQUATICS-WM NO WHIDBEY POO | KY 00586665 | 404.35 | 0.00 | |
| 08/26/2020 | WMS AQUATICS-WM NO WHIDBEY POO | KY 00586665 | 24.82 | 0.00 | |
| 08/26/2020 | STATE AUDITORS NO WHIDBEY POOL | KY 00586663 | 1,753.05 | 0.00 | |
| 08/28/2020 | PAYROLL- PK1MT | | 11,095.63 | 0.00 | |
| | Expenditure Total | | 60,564.32 | 0.00 | -60,564.32 |
| | | | | | |
| Ending Cash Balance | | | Calculated Total | | 301,347.22 |
| | | | | | |
| | | | Book Total | | 301,347.22 |
| | | | | | |
| | | | Difference | | 0.00 |

Treasurer's Report
Transactions from 8/1/2020 to 8/31/2020

648 - NO WHID POOL PARK REC BOND

| | | |
|---------------------------|------------------|--------|
| Cash Balance at 7/31/2020 | | 230.40 |
| Ending Cash Balance | Calculated Total | 230.40 |
| | Book Total | 230.40 |
| | Difference | 0.00 |

Treasurer's Report
Transactions from 8/1/2020 to 8/31/2020

649 - NO WHID POOL PARK REC RESERVE

| | | | |
|---------------------------|------------------|--|-----------|
| Cash Balance at 7/31/2020 | | | 41,669.34 |
| Ending Cash Balance | Calculated Total | | 41,669.34 |
| | Book Total | | 41,669.34 |
| | Difference | | 0.00 |

Treasurer's Report
Transactions from 8/1/2020 to 8/31/2020

788 - NO WHID POOL PARK REC CAPITAL

| | | | |
|---------------------------|------------------|--|----------|
| Cash Balance at 7/31/2020 | | | 3,230.65 |
| Ending Cash Balance | Calculated Total | | 3,230.65 |
| | Book Total | | 3,230.65 |
| | Difference | | 0.00 |



KeyBank
P.O. Box 93885
Cleveland, OH 44101-5885

Public Sector Statement
August 31, 2020
page 1 of 3



13 T 363 00000 R EM AO
ISLAND COUNTY TREASURER
N WHIDBEY PARK & RECREATION DIST PAYROLL
PO BOX 699
COUPEVILLE WA 98239-0699

Questions or comments?
Call our Key Business Resource Center
1-888-KEY4BIZ (1-888-539-4249)

Public Transaction
ISLAND COUNTY TREASURER
N WHIDBEY PARK & RECREATION DIST PAYROLL

| | |
|-------------------------------|-------------------|
| Beginning balance 7-31-20 | \$10,210.59 |
| 2 Additions | +21,723.25 |
| 8 Subtractions | -23,544.50 |
| Ending balance 8-31-20 | \$8,389.34 |

Additions

| Transfers Date | Serial # | Source | |
|------------------------|----------|----------------------------------|--------------------|
| 8-14 | | Trf Fr DDA 0000473631001525 4731 | \$10,627.62 |
| 8-28 | | Trf Fr DDA 0000473631001525 4731 | 11,095.63 |
| Total additions | | | \$21,723.25 |

Subtractions

| Withdrawals Date | Serial # | Location | |
|---------------------------|----------|---|--------------------|
| 8-3 | | Direct Withdrawal, Labor&Industries&I Elf | \$1,322.58 |
| 8-4 | | Direct Withdrawal, Paid Family Med Payment | 234.76 |
| 8-4 | | Direct Withdrawal, Paid Family Med Payment | 124.51 |
| 8-5 | | Direct Withdrawal, Irs Usat taxpymt | 3,479.12 |
| 8-14 | | Direct Withdrawal, Intuit Payroll Squickbooks | 7,791.88 |
| 8-14 | | Direct Withdrawal, Labor&Industries&I Elf | 601.59 |
| 8-19 | | Direct Withdrawal, Irs Usat taxpymt | 1,689.96 |
| 8-28 | | Direct Withdrawal, Intuit Payroll Squickbooks | 8,300.10 |
| Total subtractions | | | \$23,544.50 |

Fees and charges

| Date | | Quantity | Unit Charge | |
|---------|-----------------------------|----------|-------------|----------|
| 8-13-20 | Returned Item Charge | 1 | 33.00 | -\$33.00 |
| 8-14-20 | Refund Returned Item Charge | 1 | 33.00 | +\$33.00 |

3631002283

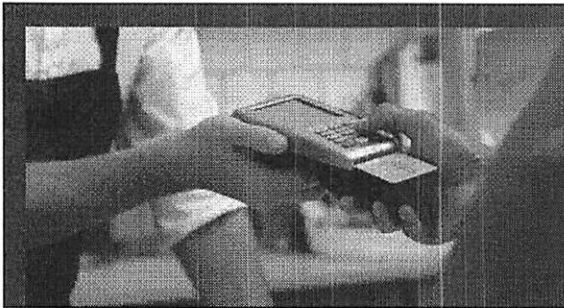
Fees and charges
(con't)

| <i>Date</i> | | <i>Quantity</i> | <i>Unit Charge</i> | |
|-------------------------------------|------------------------------|-----------------|--------------------|---------------|
| 8-14-20 | Overdraft Item Charge | 1 | 33.00 | -33.00 |
| 8-14-20 | Refund Overdraft Item Charge | 1 | 33.00 | +33.00 |
| Fees and charges this period | | | | \$0.00 |

See your Account Analysis statement for details.






| | |
|-----------------|------------|
| Statement Start | 08-01-2020 |
| Statement End | 08-31-2020 |
| Account Number | 947025706 |
| Page | 1 of 2 |

NORTH WHIDBEY PARK & RECREATION DIS
85 SE JEROME ST
OAK HARBOR WA 98277-3770



Payments made easy for you and your customers.

Accept all the payment methods your customers want to use, from anywhere your business takes you. Contact us to learn more about merchant services.

 Equal Housing Lender | Member FDIC |    

| | | |
|----------------------------|--------------------------------------|---------------------------|
| PUBLIC NOW CHECKING | Annual Percentage Yield Earned 0.03% | Account No. 947025706 |
| | | Interest Paid YTD: \$0.43 |

| | | | | | | | | | | |
|-------------------|---|-------------|---|---------------|---|-------------|---|-----------------|---|----------------|
| Beginning Balance | + | Deposits | + | Interest Paid | - | Withdrawals | - | Service Charges | = | Ending Balance |
| \$1,010.05 | | \$12,049.00 | | \$0.14 | | \$12,059.05 | | \$8.00 | | \$992.14 |

Deposit and Withdrawal totals include paid transactions only

DEPOSITS AND OTHER CREDITS

| Posted Date | Transaction Detail | Amount |
|-------------|--|--------|
| 08/03/20 | External Deposit BANKCARD - SETTLEMENT 628044000466460 | 6.00 |
| 08/05/20 | External Deposit BANKCARD - SETTLEMENT 628044000466460 | 6.00 |
| 08/06/20 | External Deposit CNI MLLNGTN DET EFT 080520 EFT04 - EFT PAYMNT ISA*00*NV *00*NV *ZZ*NV *ZZ*NV *200805*1 | 8.50 |
| 08/06/20 | External Deposit BANKCARD - SETTLEMENT 628044000466460 | 15.00 |
| 08/07/20 | External Deposit BANKCARD - SETTLEMENT 628044000466460 | 6.00 |
| 08/10/20 | External Deposit BANKCARD - SETTLEMENT 628044000466460 | 3.00 |
| 08/14/20 | Deposit | 72.50 |
| 08/14/20 | Deposit | 53.50 |
| 08/14/20 | Deposit | 90.50 |



DEPOSITS AND OTHER CREDITS

| Posted Date | Transaction Detail | Amount |
|-------------|--|-----------|
| 08/14/20 | Deposit | 81.50 |
| 08/14/20 | Deposit | 26.00 |
| 08/14/20 | Deposit | 11,475.00 |
| 08/14/20 | Deposit | 105.50 |
| 08/17/20 | External Deposit BANKCARD - SETTLEMENT 628044000466463 | 100.00 |
| 08/31/20 | Credit Interest | 0.14 |

WITHDRAWALS AND OTHER DEBITS

| Posted Date | Transaction Detail | Amount |
|-------------|---|-----------|
| 08/03/20 | External Withdrawal BANKCARD - MTHLY FEES 628044000466463 | 172.26 |
| 08/03/20 | External Withdrawal BANKCARD - MTHLY FEES 628044000466460 | 64.34 |
| 08/04/20 | External Withdrawal AUTHNET GATEWAY - BILLING 113232945 | 30.90 |
| 08/27/20 | Withdrawal NWPP AND REC SWEEP | 11,791.55 |
| 08/31/20 | Monthly Maintenance Fee | 8.00 |

DAILY BALANCE SUMMARY

| Date | Balance | Date | Balance | Date | Balance |
|-------|----------|-------|-----------|-------|-----------|
| 08/01 | 1,010.05 | 08/06 | 778.05 | 08/17 | 12,791.55 |
| 08/03 | 779.45 | 08/07 | 784.05 | 08/27 | 1,000.00 |
| 08/04 | 748.55 | 08/10 | 787.05 | 08/31 | 992.14 |
| 08/05 | 754.55 | 08/14 | 12,691.55 | | |

Summary of Overdraft and Returned Item Fees

| | Total For This Period | Total Year-To-Date |
|--------------------------|-----------------------|--------------------|
| Total Overdraft Fees | \$0.00 | \$0.00 |
| Total Returned Item Fees | \$0.00 | \$0.00 |

| | |
|-----------------|------------|
| Statement Start | 08-01-2020 |
| Statement End | 08-31-2020 |
| Account Number | 5000277821 |
| Page | 1 of 2 |

NORTH WHIDBEY POOL PARK
AND RECREATION DISTRICT
85 SE JEROME ST
OAK HARBOR WA 98277-3770



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Contact us to learn more about merchant services.

 Equal Housing Lender | Member FDIC |    

PUBLIC NOW CHECKING Account No. 5000277821
Interest Paid YTD: \$0.15

| | | | | | | | | | | |
|-------------------|---|----------|---|---------------|---|-------------|---|-----------------|---|----------------|
| Beginning Balance | + | Deposits | + | Interest Paid | - | Withdrawals | - | Service Charges | = | Ending Balance |
| \$615.84 | | \$39.97 | | \$0.00 | | \$0.00 | | \$8.00 | | \$647.81 |

Deposit and Withdrawal totals include paid transactions only

DEPOSITS AND OTHER CREDITS

| Posted Date | Transaction Detail | Amount |
|-------------|--------------------|--------|
| 08/14/20 | Deposit | 39.97 |

WITHDRAWALS AND OTHER DEBITS

| Posted Date | Transaction Detail | Amount |
|-------------|-------------------------|--------|
| 08/31/20 | Monthly Maintenance Fee | 8.00 |



DAILY BALANCE SUMMARY

| Date | Balance | Date | Balance | Date | Balance |
|-------|---------|-------|---------|-------|---------|
| 08/01 | 615.84 | 08/14 | 655.81 | 08/31 | 647.81 |

| Summary of Overdraft and Returned Item Fees | | |
|---|-----------------------|--------------------|
| | Total For This Period | Total Year-To-Date |
| Total Overdraft Fees | \$0.00 | \$0.00 |
| Total Returned Item Fees | \$0.00 | \$0.00 |

Rec'd 8.5.20
HERITAGE BANK

N WHIDBEY PARK AND REC
JAMIE COCHRAN
Account Number: ##### 3447
Page 1 of 4

5003694
VISA

SCORECARD
Bonus Points Available
4,677

Account Summary

| | | |
|-----------------------|---|------------|
| Billing Cycle | | 07/27/20 |
| Days In Billing Cycle | | 31 |
| Previous Balance | | \$3,687.71 |
| Purchases | + | 334.05 |
| Cash | + | 0.00 |
| Special | + | \$0.00 |
| Balance Transfers | + | \$0.00 |
| Credits | - | \$87.11 |
| Payments | - | \$3,687.71 |
| Other Charges | + | \$0.00 |
| Finance Charges | + | 0.00 |

NEW BALANCE \$246.94

Credit Summary

| | |
|-------------------------|-------------|
| Total Credit Line | \$10,000.00 |
| Available Credit Line | \$9,753.00 |
| Available Cash | \$9,753.00 |
| Amount Over Credit Line | \$0.00 |
| Amount Past Due | \$0.00 |
| Disputed Amount | \$0.00 |

Important Information About Your Account

MANAGE YOUR CARD ACCOUNT ONLINE. IT'S FREE! IT'S EASY! SIMPLY GO TO WWW.MYCARDSTATEMENT.COM AND ENROLL IN OUR ONLINE SERVICE. YOU CAN REVIEW ACCOUNT INFORMATION, TRACK SPENDING, SET ALERT SERVICE. NOTIFICATIONS, DOWNLOAD FILES, AND MUCH MORE. MANAGING YOUR ACCOUNT IS FAST, SECURE AND EASY WITH MYCARDSTATEMENT.COM. ENROLL TODAY!

AN ERROR OCCURRED BETWEEN THE DATES OF MAY 26, 2019 AND AUGUST 14, 2019. YOU MAY HAVE BEEN CHARGED AN INCORRECT INTERNATIONAL TRANSACTION FEE AMOUNT FOR SOME INTERNATIONAL TRANSACTIONS. IF YOU WERE CHARGED AN INCORRECT FEE AMOUNT, IT WAS REFUNDED ON JUNE 29, 2020.

Cardholder Account Summary

| Trans Date | Post Date | MCC Code | Reference Number | Description | Amount |
|------------|-----------|----------|-------------------------|---|---------|
| 07/03/20 | 07/05/20 | 5942 | 24431060185083319887457 | AMAZON.COM*MJ2K62LA2 AMZN | \$28.29 |
| | | | | AMZN.COM/BILL WA <i>Trend net for frmt desk</i> | |
| 07/07/20 | 07/08/20 | 5310 | 24055230190083737491012 | WALMART.COM AZ <i>Toilet Bowl Cleaner</i> | \$43.35 |
| | | | | 800-966-6546 AR | |

Account Inquiries

Customer Service: (800) 423-7503
Report Lost or Stolen Card: (727) 570-4881

Visit us on the web at:
www.MyCardStatement.com

Please send Billing Inquiries and Correspondence to:
PO BOX 30495 TAMPA, FL 33630-3495

Payment Summary

| | |
|------------------|------------|
| NEW BALANCE | \$246.94 |
| MINIMUM PAYMENT | \$15.00 |
| PAYMENT DUE DATE | 08/21/2020 |

NOTE: Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.



HERITAGE BANK

Account Number: #### #### #### 3447
Closing Date: 07/27/20
Credit Limit: \$10,000.00 Available Credit: \$9,753.00

Cardholder Account Summary Continued

| Trans Date | Post Date | MCC Code | Reference Number | Description | Amount |
|------------|-----------|----------|-------------------------|--|--------------|
| 07/08/20 | 07/09/20 | 5943 | 24164070190105191598236 | STAPLES DIRECT 800-3333330 MA <i>Disinfectant</i> | \$33.75 |
| 07/10/20 | 07/12/20 | 5942 | 24692160192100632449337 | AMZN Mktp US*MJ3IJ85G2 Amzn.com/bill VVA <i>All Purpose cleaner</i> | \$54.44 |
| 07/12/20 | 07/12/20 | 5942 | 24431060194083730196503 | AMAZON.COM*MJ9JV5B72 AMZN AMZN.COM/BILL WA <i>Tub & tile cleaner</i> | \$87.11 |
| 07/18/20 | 07/19/20 | 5942 | 24431060200083709366212 | AMAZON.COM*MV0J54XD1 AMZN AMZN.COM/BILL WA <i>Tub & tile cleaner</i> | \$87.11 |
| 07/21/20 | 07/21/20 | 6010 | 1 0203200336000060 | PAYMENT - THANK YOU | \$3,687.71 - |
| 07/24/20 | 07/26/20 | 5942 | 74431060206083000846069 | CREDIT VOUCHER AMAZON.COM AMZN.COM/BILL AMZN.COM/BILL WA <i>Return of Tub & tile cleaner</i> | \$87.11 - |

Additional Information About Your Account

ScoreCard Bonus Points Information as of 07/26/20

| SCORECARD | Beginning Balance | Points Earned | Points Adjusted | Points Redeemed | Ending Balance |
|-----------|-------------------|---------------|-----------------|-----------------|----------------|
| | 3,805 | 872 | 0 | 0 | 4,677 |

IT'S BACK-TO-SCHOOL TIME! EARN EXTRA POINTS WHILE DOING YOUR BACK-TO-SCHOOL SHOPPING! YOUR SCORECARD REWARDS CARD GIVES YOU EXTRA BONUS POINTS - 2X, 3X 4X OR MORE - THROUGH THE SCOREMORE MALL WITH PARTICIPATING RETAILERS ONLINE AND IN-STORE. MORE POINTS MEANS MORE GREAT MERCHANDISE AND TRAVEL REWARDS! LOG-IN AT WWW.SCORECARDREWARDS.COM TODAY FOR MORE DETAILS!

Interest Charge Calculation/Plan Level Information

| Plan Description | ICM ¹ | Balance Subject to Interest Rate | Periodic Rate | Annual Percentage Rate (APR) ² | Interest Charge | Ending Balance |
|-----------------------------|------------------|----------------------------------|---------------|---|-----------------|----------------|
| CURRENT | | | | | | |
| PURCHASES | E | \$ 0.00 | 0.7708% | 9.25% (V) | \$ 0.00 | |
| CASH | A | \$ 0.00 | 1.5000% | 18.00% | \$ 0.00 | |
| FEES/INTEREST CHARGE | | | | | \$ 0.00 | |
| TOTAL | | | | 0.00% | \$ 0.00 | \$ 246.94 |

¹ ICM Interest Charge Method: See reverse side of Page 1 for explanation.

² Your Annual Percentage Rate (APR) is the annual interest rate on your account.

(V) = Variable Rate. If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.



| | |
|------------------|-------------------------------|
| SCORECARD | Bonus Points Available |
| | 1,580 |

Account Summary

| | | |
|-----------------------|---|------------|
| Billing Cycle | | 07/27/20 |
| Days In Billing Cycle | | 31 |
| Previous Balance | | \$1,515.56 |
| Purchases | + | 20.14 |
| Cash | + | 0.00 |
| Special | + | \$0.00 |
| Balance Transfers | + | \$0.00 |
| Credits | - | \$0.00 |
| Payments | - | \$1,515.56 |
| Other Charges | + | \$0.00 |
| Finance Charges | + | 0.00 |

NEW BALANCE \$20.14

Credit Summary

| | |
|-------------------------|------------|
| Total Credit Line | \$5,000.00 |
| Available Credit Line | \$4,979.00 |
| Available Cash | \$4,979.00 |
| Amount Over Credit Line | \$0.00 |
| Amount Past Due | \$0.00 |
| Disputed Amount | \$0.00 |

Important Information About Your Account

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Cardholder Account Summary

| Trans Date | Post Date | MCC Code | Reference Number | Description | Amount |
|------------|-----------|----------|-------------------------|---|--------------|
| 07/11/20 | 07/12/20 | 5912 | 24692160193100343941936 | RITE AID STORE - 5247 OAK HARBOR WA <i>Vitamin C for Rust Removal</i> | \$20.14 |
| 07/21/20 | 07/21/20 | 6010 | 1 0203200336000100 | PAYMENT - THANK YOU | \$1,515.56 - |



Account Number: #### #### #### 3454
Closing Date: 07/27/20
Credit Limit: \$5,000.00 Available Credit: \$4,979.00

Additional Information About Your Account

1843

| ScoreCard Bonus Points Information as of 07/26/20 | | | | | |
|---|-------------------|---------------|-----------------|-----------------|----------------|
| SCORECARD | Beginning Balance | Points Earned | Points Adjusted | Points Redeemed | Ending Balance |
| | 1,448 | 132 | 0 | 0 | 1,580 |

IT'S BACK-TO-SCHOOL TIME! EARN EXTRA POINTS WHILE DOING YOUR BACK-TO-SCHOOL SHOPPING! YOUR SCORECARD REWARDS CARD GIVES YOU EXTRA BONUS POINTS - 2X, 3X 4X OR MORE - THROUGH THE SCOREMORE MALL WITH PARTICIPATING RETAILERS ONLINE AND IN-STORE. MORE POINTS MEANS MORE GREAT MERCHANDISE AND TRAVEL REWARDS! LOG-IN AT WWW.SCORECARDREWARDS.COM TODAY FOR MORE DETAILS!

| Interest Charge Calculation/Plan Level Information | | | | | | |
|--|------------------|----------------------------------|---------------|---|-----------------|-----------------|
| Plan Description | ICM ¹ | Balance Subject to Interest Rate | Periodic Rate | Annual Percentage Rate (APR) ² | Interest Charge | Ending Balance |
| CURRENT | | | | | | |
| PURCHASES | E | \$ 0.00 | 0.7708% | 9.25% (V) | \$ 0.00 | |
| CASH | A | \$ 0.00 | 1.5000% | 18.00% | \$ 0.00 | |
| FEES/INTEREST CHARGE | | | | | \$ 0.00 | |
| TOTAL | | | | 0.00% | \$ 0.00 | \$ 20.14 |

¹ ICM Interest Charge Method: See reverse side of Page 1 for explanation.
² Your Annual Percentage Rate (APR) is the annual interest rate on your account.
(V) = Variable Rate. If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.



SCORECARD

Bonus Points
 Available
 57,824

Account Summary

| | | |
|-----------------------|---|----------|
| Billing Cycle | | 07/27/20 |
| Days In Billing Cycle | | 31 |
| Previous Balance | | \$914.50 |
| Purchases | + | 1,096.45 |
| Cash | + | 0.00 |
| Special | + | \$0.00 |
| Balance Transfers | + | \$0.00 |
| Credits | - | \$0.00 |
| Payments | - | \$914.50 |
| Other Charges | + | \$0.00 |
| Finance Charges | + | 0.00 |

NEW BALANCE \$1,096.45

Credit Summary

| | |
|-------------------------|------------|
| Total Credit Line | \$2,500.00 |
| Available Credit Line | \$1,403.00 |
| Available Cash | \$1,403.00 |
| Amount Over Credit Line | \$0.00 |
| Amount Past Due | \$0.00 |
| Disputed Amount | \$0.00 |

Important Information About Your Account

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AN ERROR OCCURRED BETWEEN THE DATES OF MAY 26, 2019 AND AUGUST 14, 2019. YOU MAY HAVE BEEN CHARGED AN INCORRECT INTERNATIONAL TRANSACTION FEE AMOUNT FOR SOME INTERNATIONAL TRANSACTIONS. IF YOU WERE CHARGED AN INCORRECT FEE AMOUNT, IT WAS REFUNDED ON JUNE 29, 2020.

Cardholder Account Summary

| Trans Date | Post Date | MCC Code | Reference Number | Description | Amount |
|------------|-----------|----------|-------------------------|--|----------|
| 06/26/20 | 06/28/20 | 5047 | 24431060178207000223529 | AMERICAN AED 954-458-6618 FL Replacement AED Pads | \$147.00 |
| 06/26/20 | 06/28/20 | 5045 | 24430990178400812036242 | MSFT * E0100BDV6W Online MSBILL.INFO WA Exchange Plan 1 | \$69.71 |

Account Inquiries



Customer Service: (800) 423-7503
 Report Lost or Stolen Card: (727) 570-4881



Visit us on the web at:
www.MyCardStatement.com



Please send Billing Inquiries and Correspondence to:
 PO BOX 30495 TAMPA, FL 33630-3495

Payment Summary

| | |
|------------------|------------|
| NEW BALANCE | \$1,096.45 |
| MINIMUM PAYMENT | \$22.00 |
| PAYMENT DUE DATE | 08/21/2020 |

NOTE: Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.



Cardholder Account Summary Continued

| Trans Date | Post Date | MCC Code | Reference Number | Description | Amount |
|------------|-----------|----------|-------------------------|---|------------|
| 06/27/20 | 06/28/20 | 5045 | 24430990179400818046343 | MSFT * E0100BDV6V 800-642-7676 WA <i>Office 365</i> | \$36.55 |
| 06/29/20 | 06/30/20 | 5045 | 24765010181207860542774 | PPC COMMUNICATIONS <i>POS System</i> CINCINNATI OH | \$140.00 |
| 06/29/20 | 06/30/20 | 5734 | 24492150182637195223745 | BUDDY PUNCH <i>Electronic Timesheets</i> HTTPSBUDDYPUN WI | \$159.00 |
| 06/30/20 | 07/01/20 | 5734 | 24692160182100521690605 | ADOBE *800-833-6687 ADOBE.LY/ENUS CA <i>Adobe Pro Subscription</i> | \$16.32 |
| 07/07/20 | 07/08/20 | 7399 | 24906410189097741258532 | CFK*PF PRO 877-7232689 CA <i>Background</i> | \$25.00 |
| 07/08/20 | 07/09/20 | 5912 | 24445000191000744238157 | WALGREENS #11214 <i>Gloves checks</i> OAK HARBOR WA | \$21.76 |
| 07/08/20 | 07/09/20 | 7392 | 24492150190637928405619 | SLICKTEXT.COM <i>Sms Bulk Text Svc</i> SLICKTEXT.COM NY | \$49.00 |
| 07/16/20 | 07/17/20 | 5651 | 24431060199286402901671 | LIFEGUARD STORE - ONLINE <i>Gloves</i> 309-451-5858 IL | \$47.37 |
| 07/17/20 | 07/19/20 | 5310 | 24445000200400180692744 | WAL-MART #2319 <i>Laminating Sheets</i> OAK HARBOR WA | \$21.61 |
| 07/17/20 | 07/19/20 | 5968 | 24493980200026912674041 | ZOOM.US 888-799-9666 CA <i>Zoom Subscription</i> | \$32.65 |
| 07/21/20 | 07/21/20 | 6010 | 1 0203200336000160 | PAYMENT - THANK YOU | \$914.50 - |
| 07/21/20 | 07/22/20 | 4225 | 24194330203017041432184 | NORTHWEST MINI STORAGE <i>Storage Unit</i> 360-679-0661 WA | \$120.00 |
| 07/25/20 | 07/26/20 | 4814 | 24906410207098945917343 | NEXTIVA*VOIP SERVICE <i>Phone Service</i> 800-9834289 AZ | \$210.48 |

Additional Information About Your Account

ScoreCard Bonus Points Information as of 07/26/20

| SCORECARD | Beginning Balance | Points Earned | Points Adjusted | Points Redeemed | Ending Balance |
|-----------|-------------------|---------------|-----------------|-----------------|----------------|
| | 56,937 | 887 | 0 | 0 | 57,824 |

IT'S BACK-TO-SCHOOL TIME! EARN EXTRA POINTS WHILE DOING YOUR BACK-TO-SCHOOL SHOPPING! YOUR SCORECARD REWARDS CARD GIVES YOU EXTRA BONUS POINTS - 2X, 3X 4X OR MORE - THROUGH THE SCOREMORE MALL WITH PARTICIPATING RETAILERS ONLINE AND IN-STORE. MORE POINTS MEANS MORE GREAT MERCHANDISE AND TRAVEL REWARDS! LOG-IN AT WWW.SCORECARDREWARDS.COM TODAY FOR MORE DETAILS!

Interest Charge Calculation/Plan Level Information

| Plan Description | ICM ¹ | Balance Subject to Interest Rate | Periodic Rate | Annual Percentage Rate (APR) ² | Interest Charge | Ending Balance |
|----------------------|------------------|----------------------------------|---------------|---|-----------------|----------------|
| CURRENT | | | | | | |
| PURCHASES | E | \$ 0.00 | 0.7708% | 9.25% (V) | \$ 0.00 | |
| CASH | A | \$ 0.00 | 1.5000% | 18.00% | \$ 0.00 | |
| FEES/INTEREST CHARGE | | | | | \$ 0.00 | |
| TOTAL | | | | 0.00% | \$ 0.00 | \$ 1,096.45 |

¹ ICM Interest Charge Method: See reverse side of Page 1 for explanation.

² Your Annual Percentage Rate (APR) is the annual interest rate on your account.

(V) = Variable Rate. If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.



Commercial Account



5001855 P3

ACCOUNT ACTIVITY STATEMENT

RETURN MAIL ADDRESS
PO BOX 790420
ST. LOUIS, MO 63179

Commercial Account:
Statement Date 08/13/20
Credit Line \$5,000
Credit Available \$4,933

NORTH WHIDBEY POOL PARK
85 SE JEROME STREET
OAK HARBOR, WA 98277-3770

Account Balance \$66.54

Account Information

Please see Payment Page(s) for Amount Due and Payment Due Date(s)

| | |
|--|-------------|
| Current Payments and Unapplied Payments | -\$2,018.53 |
| Current Purchases and Debits | \$66.54 |
| Current Returns, Exchanges and Adjustments | \$0.00 |
| Previously Billed Invoices | \$0.00 |

548302



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SPECIAL NOTICE

Don't forget, 1-Year returns credited back to your Home Depot Card*

Additional benefits available to Commercial Card Holders:

- **60-day Terms:** On new purchases, receive net 60 payment terms with no late fees if paid in full
- **Fuel savings:** Earn Fuel savings for every \$100 of qualifying purchases made using your The Home Depot Commercial Account

Visit homedepot.com/cardbenefits to take advantage of 60-day payment terms and get more information on fuel savings including participating station availability and how to order more redemption cards

*Refer to The Home Depot Returns Policy for details

Important Changes: Our Privacy Notice has changed and can be found at www.citi.com/privacy.

CURRENT PAYMENTS AND UNAPPLIED PAYMENTS

Payments received since the last statement period.
Please contact us with your instructions on how to apply to specific invoices.

| Date | Amount |
|--------------|--------------------|
| 08/02/20 | -\$2,018.53 |
| Total | -\$2,018.53 |

Questions
About Your
Account

ACCT MGR HOME DEPOT CREDIT SERVICES
PHONE 1-800-395-7363
FAX 1-877-969-6751
EMAIL WWW.HOMEDEPOT.COM/MYCOMMERCIALACCOUNT

Send Billing Inquiries to:
HOME DEPOT CREDIT SERVICES
PO Box 790340
St. Louis, MO 63179-0340

Send a SECURE MESSAGE
right now to a customer
service professional online at
myhomedepotaccount.com

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Page 1 of 10

8 HP 13

This Account is Issued by Citibank, N.A.





Commercial Account



Remit payment and make checks payable to:
HOME DEPOT CREDIT SERVICES
DEPT. 32 - 2538835483
PO BOX 9001043
LOUISVILLE, KY 40290-1043

INVOICE DETAIL

BILL TO:
Acct: [REDACTED]
NORTH WHIDBEY POOL
PARK

| | | | |
|--------------------|--------------------|------------------------------------|-------------------|
| Amount Due: | Trans Date: | DUE DATE: | Invoice #: |
| \$44.80 | 07/16/20 | 09/01/20 | 513856 |
| PO: | | Store: 8563, OAK HARBOR, WA | |

| PRODUCT | SKU # | QUANTITY | UNIT PRICE | TOTAL PRICE |
|---|----------------------|-----------|-----------------|-------------|
| NIFTY NABBER | 00003504380001100012 | 1.0000 EA | \$20.57 | \$20.57 |
| NIFTY NABBER | 00003504380001100012 | 1.0000 EA | \$20.57 | \$20.57 |
| Purchased by: HOFFMIRE CHRISTOPHER | | | SUBTOTAL | \$41.14 |
| Customer #: 00004 | | | TAX | \$3.66 |
| | | | TOTAL | \$44.80 |

BILL TO:
Acct: [REDACTED]
NORTH WHIDBEY POOL
PARK

| | | | |
|--------------------|--------------------|------------------------------------|-------------------|
| Amount Due: | Trans Date: | DUE DATE: | Invoice #: |
| \$21.74 | 07/17/20 | 09/01/20 | 9611478 |
| PO: | | Store: 8563, OAK HARBOR, WA | |

| PRODUCT | SKU # | QUANTITY | UNIT PRICE | TOTAL PRICE |
|---|----------------------|-----------|-----------------|-------------|
| MED CLR PWDR FREE VINYL GLOVE 100 CT | 10054691430003700008 | 1.0000 EA | \$9.98 | \$9.98 |
| LG CLR PWDR FREE VINYL GLOVE 100CT | 10054691950003700008 | 1.0000 EA | \$9.98 | \$9.98 |
| Purchased by: MILLANG JULIE J | | | SUBTOTAL | \$19.96 |
| Customer #: 00003 | | | TAX | \$1.78 |
| | | | TOTAL | \$21.74 |

90E8h5





Account Balances August 2020

| | | |
|---------------------------|--------------------|--------------|
| M&O Operating | \$ 301,347.22 | |
| Bond Fund | \$ 230.40 | |
| Reserve Fund | \$ 41,669.34 | |
| Capital Project Fund | \$ 3,230.65 | |
| Petty Cash Account | \$ 647.81 | |
| Payroll Account | <u>\$ 8,389.34</u> | |
| | | |
| Total Balance of Accounts | | \$355,514.76 |

| | Aug-20 | Jan-Aug 20 | Budget | \$ Over Budget | % of Budget |
|---|---------|------------|--------------|----------------|-------------|
| Ordinary Income/Expense | | | | | |
| Income | | | | | |
| 310.00 LEVIES | | | | | |
| 311.00 General Property Taxes | 5029.82 | 486,498.06 | 863,550.00 | -377,051.94 | 56.34% |
| 312.00 Timber Harvest Taxes | 0.00 | 30.43 | | | |
| Total 310.00 LEVIES | 5029.82 | 486,528.49 | 863,550.00 | -377,021.51 | 56.34% |
| 340.00 JVMP Revenue | | | | | |
| 347.30 Fees | | | | | |
| 31 Daily Admission | 8.50 | 19,987.49 | 106,570.15 | -86,582.66 | 18.76% |
| 33 Passes | 0.00 | 3,930.44 | 14,464.80 | -10,534.36 | 27.17% |
| 34 Punch Cards | 0.00 | 2,467.17 | 8,454.46 | -5,987.29 | 29.18% |
| 36 Kayak Lessons | 0.00 | 3,375.00 | 4,500.00 | -1,125.00 | 75.0% |
| 37 ARC Classes | 100.00 | 400.00 | 5,400.00 | -5,000.00 | 7.41% |
| 38 Aerobics | 0.00 | 3,250.66 | 13,858.00 | -10,607.34 | 23.46% |
| 39 Swim Lessons | | | | | |
| School Group | 0.00 | 0.00 | 4,800.00 | -4,800.00 | 0.0% |
| Private | 0.00 | 4,205.00 | 18,000.00 | -13,795.00 | 23.36% |
| Youth | 0.00 | 10,323.22 | 93,120.00 | -82,796.78 | 11.09% |
| Total 39 Swim Lessons | 0.00 | 14,528.22 | 115,920.00 | -101,391.78 | 12.53% |
| Total 347.30 Fees | 108.50 | 47,938.98 | 269,167.41 | -221,228.43 | 17.81% |
| Total 340.00 JVMP Revenue | 108.50 | 47,938.98 | 269,167.41 | -221,228.43 | 17.81% |
| 350.00 Recreation Revenue | | | | | |
| Splash Camp | 0.00 | 0.00 | 2,700.00 | -2,700.00 | 0.0% |
| Recreation Activities | 27.54 | 46.82 | | | |
| Special Events/Programs | 0.00 | 0.00 | 3,000.00 | -3,000.00 | 0.0% |
| Total 350.00 Recreation Revenue | 27.54 | 46.82 | 5,700.00 | -5,653.18 | 0.82% |
| 360.00 Miscellaneous Revenue | | | | | |
| Prepaid Accounts | 0.00 | 531.96 | | | |
| 361.00 Interest | 0.00 | 0.15 | | | |
| 362.00 Rents & Concessions | | | | | |
| Private Party Rental | 0.00 | 782.00 | 7,425.00 | -6,643.00 | 10.53% |
| Open Swim Party Rental | 0.00 | 1,794.00 | 8,580.00 | -6,786.00 | 20.91% |
| Viewing Room Rental | 0.00 | 44.85 | 540.00 | -495.15 | 8.31% |
| Candy&Snacks | 0.00 | 860.00 | 5,500.00 | -4,640.00 | 15.64% |
| OHHS | 0.00 | 11,475.00 | 11,475.00 | 0.00 | 100.0% |
| BHBC | 0.00 | 0.00 | 35,824.00 | -35,824.00 | 0.0% |
| Lockers | 0.00 | 455.42 | 4,674.45 | -4,219.03 | 9.74% |
| Pool Group Rentals | 0.00 | 13.80 | 2,992.00 | -2,978.20 | 0.46% |
| Retail | 0.00 | 212.93 | 2,200.00 | -1,987.07 | 9.68% |
| Total 362.00 Rents & Concessions | 0.00 | 15,638.00 | 79,210.45 | -63,572.45 | 19.74% |
| 367.00 Contributions/Donations | 0.00 | 9.50 | | | |
| 369.00 Other Misc Revenues | | | | | |
| Cashier over/short | 0.01 | 4.32 | | | |
| Total 369.00 Other Misc Revenues | 0.01 | 4.32 | | | |
| Total 360.00 Miscellaneous Revenue | 0.01 | 16,183.93 | 79,210.45 | -63,026.52 | 20.43% |
| Total Income | 5165.87 | 550,698.22 | 1,217,627.86 | -666,929.64 | 45.23% |
| Gross Profit | 5165.87 | 550,698.22 | 1,217,627.86 | -666,929.64 | 45.23% |
| | | | | | |
| | | | | | |
| | | | | | |

| | Aug-20 | Jan-Aug 20 | Budget | \$ Over Budget | % of Budget |
|---|----------|------------|------------|----------------|-------------|
| Expense | | | | | |
| Payroll Expenses | | 680.64 | | | |
| 570.00 RECREATION SERVICES | | | | | |
| 576.20 NWPRD Expenses | | | | | |
| 576.20.10 Salary & Wages | | | | | |
| 500507 Deck Coordinator (COVID) | | 1,311.27 | | | |
| 100101 Executive Director | 10542.18 | 32,572.99 | 66,000.00 | -33,427.01 | 49.4% |
| 100102 Aquatic Director | 1148.25 | 8,819.62 | 36,404.00 | -27,584.38 | 24.2% |
| 100104 Client Service Spc | 696.09 | 23,821.41 | 74,368.00 | -50,546.59 | 32.03% |
| 100105 Dir of Finance & Admin | 537.32 | 14,362.56 | 9,500.00 | 4,862.56 | 151.19% |
| 100106 Dir of Client Services | 1974.67 | 8,889.08 | 28,500.00 | -19,610.92 | 31.19% |
| 100107 Admin Specialist | 1043.85 | 5,253.60 | 15,000.00 | -9,746.40 | 35.02% |
| 200201 Aerobics Inst JVMP | 18.56 | 1,313.89 | 4,200.00 | -2,886.11 | 31.28% |
| 200207 Lifeguard Training Instr | 0.00 | 71.52 | 2,184.00 | -2,112.48 | 3.28% |
| 200208 Kayak Inst JVMP | 0.00 | 57.00 | 1,972.00 | -1,915.00 | 2.89% |
| 200210 Private Lessons | 0.00 | 1,036.32 | 5,040.00 | -4,003.68 | 20.56% |
| 200212 Youth Instructor | 0.00 | 4,663.45 | 21,714.00 | -17,050.55 | 21.48% |
| 200221 Training | 0.00 | | | | |
| 200222 Training CSS | 0.00 | 871.63 | 2,688.00 | -1,816.37 | 32.43% |
| 200221 Training - Other | 0.00 | 2,774.01 | 14,780.00 | -12,005.99 | 18.77% |
| Total 200221 Training | 0.00 | 3,645.64 | 17,468.00 | -13,822.36 | 20.87% |
| 300301 Lifeguard | 1193.79 | 35,760.09 | 133,898.00 | -98,137.91 | 26.71% |
| 300303 Sr. Lifeguards | 0.00 | 2,749.90 | 10,203.00 | -7,453.10 | 26.95% |
| 500501 Director of Maintenance | 736.00 | 15,665.42 | 38,000.00 | -22,334.58 | 41.23% |
| 500502 Janitorial Staff | 190.76 | 5,805.28 | 21,600.00 | -15,794.72 | 26.88% |
| 500505 Shut Down Maintenance | 0.00 | 2,089.99 | 2,240.00 | -150.01 | 93.3% |
| 500506 Maintenance Assistant | 732.38 | 9,428.36 | 15,500.00 | -6,071.64 | 60.83% |
| Total 576.20.10 Salary & Wages | 18813.85 | 177,317.39 | 503,791.00 | -326,473.61 | 35.2% |
| 576.20.11 Payroll Benefits | | | | | |
| 20.111 Retirement | | | | | |
| Executive Director | 0.00 | 0.00 | 1,980.00 | -1,980.00 | 0.0% |
| Total 20.111 Retirement | 0.00 | 0.00 | 1,980.00 | -1,980.00 | 0.0% |
| 20.112 Sick Pay | 0.00 | 270.50 | 4,530.00 | -4,259.50 | 5.97% |
| 20.113 Vacation | | | | | |
| Executive Director | 0.00 | 0.00 | 2,750.00 | -2,750.00 | 0.0% |
| Aquatics Director | 0.00 | 0.00 | 760.00 | -760.00 | 0.0% |
| Director of Maintenance | 0.00 | 0.00 | 760.00 | -760.00 | 0.0% |
| Director of Finance | 0.00 | 0.00 | 190.00 | -190.00 | 0.0% |
| Director of Client Services | 0.00 | 0.00 | 570.00 | -570.00 | 0.0% |
| Total 20.113 Vacation | 0.00 | 0.00 | 5,030.00 | -5,030.00 | 0.0% |
| Total 576.20.11 Payroll Benefits | 0.00 | 270.50 | 11,540.00 | -11,269.50 | 2.34% |
| 576.20.12 Payroll Taxes | | | | | |
| Social Security | | 6,532.18 | | | |
| Medicare | | 1,527.71 | | | |
| Quarterly L & I | | 4,051.51 | | | |
| 576.20.12 Payroll Taxes - Other | | 7,715.54 | 71,267.00 | -63,551.46 | 10.83% |
| Total 576.20.12 Payroll Taxes | 2688.83 | 19,826.94 | 71,267.00 | -51,440.06 | 27.82% |
| 576.20.20 Personnel Benefits | | | | | |
| Cell phone | 0.00 | 0.00 | 480.00 | -480.00 | 0.0% |
| Emp Award Program | 0.00 | 0.00 | 600.00 | -600.00 | 0.0% |
| Emp Uniforms | 0.00 | 0.00 | 1,200.00 | -1,200.00 | 0.0% |
| Medical | 0.00 | 0.00 | 10,597.84 | -10,597.84 | 0.0% |
| Total 576.20.20 Personnel Benefits | 0.00 | 0.00 | 12,877.84 | -12,877.84 | 0.0% |

| | Aug-20 | Jan-Aug 20 | Budget | \$ Over Budget | % of Budget |
|--|----------------|------------------|------------------|-------------------|---------------|
| 576.20.30 Minor Purchases | | | | | |
| 20.31 JVMP | | | | | |
| Equipment Purchase | 0.00 | 4,975.25 | 1,000.00 | 3,975.25 | 497.53% |
| Aquatics Equipment | 0.00 | 0.00 | 2,500.00 | -2,500.00 | 0.0% |
| Retail Expense | 0.00 | 0.00 | 800.00 | -800.00 | 0.0% |
| Aerobic supplies | 0.00 | 0.00 | 600.00 | -600.00 | 0.0% |
| Cleaning & Sanitation | 0.00 | 1,702.32 | 5,000.00 | -3,297.68 | 34.05% |
| First Aide supplies | 0.00 | 0.00 | 500.00 | -500.00 | 0.0% |
| Event Food | 0.00 | 0.00 | 300.00 | -300.00 | 0.0% |
| Office supplies JVMP | 0.00 | 495.79 | 1,000.00 | -504.21 | 49.58% |
| Pool Chemicals | 1487.46 | 15,943.03 | 28,000.00 | -12,056.97 | 56.94% |
| Pool supplies | 0.00 | 29.23 | | | |
| Total 20.31 JVMP | 1487.46 | 23,145.62 | 39,700.00 | -16,554.38 | 58.3% |
| 20.33 Vehicle Maintenance | | | | | |
| Repair | 0.00 | 1,676.82 | 1,000.00 | 676.82 | 167.68% |
| Routine Maitnenace | 0.00 | 0.00 | 650.00 | -650.00 | 0.0% |
| Fuel Expense | 0.00 | 100.29 | 1,000.00 | -899.71 | 10.03% |
| Total 20.33 Vehicle Maintenance | 0.00 | 1,777.11 | 2,650.00 | -872.89 | 67.06% |
| 20.34 Concession Expense | 0.00 | 472.94 | 3,000.00 | -2,527.06 | 15.77% |
| 20.35 Sm Tools/Equip | 46.59 | 1,204.73 | 2,200.00 | -995.27 | 54.76% |
| 20.36 Kayak Equip | 0.00 | 0.00 | 650.00 | -650.00 | 0.0% |
| 576.20.30 Minor Purchases - Other | 97.62 | 1,222.01 | 1,000.00 | 222.01 | 122.2% |
| Total 576.20.30 Minor Purchases | 1631.67 | 27,822.41 | 49,200.00 | -21,377.59 | 56.55% |
| 576.20.40 Other Services | | | | | |
| 20.41 Professional Services | | | | | |
| Storage Unit | 0.00 | 620.00 | 1,440.00 | -820.00 | 43.06% |
| Web Hosting | 0.00 | 333.28 | 3,150.00 | -2,816.72 | 10.58% |
| Training Courses & Tuition | 0.00 | 0.00 | 2,000.00 | -2,000.00 | 0.0% |
| IT Service Contract | 416.81 | 3,256.19 | 3,000.00 | 256.19 | 108.54% |
| POS System | 0.00 | 700.00 | 1,680.00 | -980.00 | 41.67% |
| Emp Background Checks | 0.00 | 130.00 | 400.00 | -270.00 | 32.5% |
| Credit Card Processing | 267.50 | 2,706.92 | 7,370.00 | -4,663.08 | 36.73% |
| Accounting Consultant | 0.00 | 0.00 | 4,800.00 | -4,800.00 | 0.0% |
| Security System - Annual | 0.00 | 508.72 | 468.00 | 40.72 | 108.7% |
| Security System - Service Calls | 0.00 | 0.00 | 500.00 | -500.00 | 0.0% |
| Bank Fees | 8.00 | 64.00 | 500.00 | -436.00 | 12.8% |
| Computer Maintenance | 1855.80 | 3,401.78 | 2,500.00 | 901.78 | 136.07% |
| Copy Machine Maint | 0.00 | 142.41 | 700.00 | -557.59 | 20.34% |
| Dues & Memberships | 250.00 | 250.00 | 935.00 | -685.00 | 26.74% |
| ARC Classes & Fees | 0.00 | 300.00 | 1,260.00 | -960.00 | 23.81% |
| HVAC PMS | 0.00 | 2,160.42 | 5,234.58 | -3,074.16 | 41.27% |
| JVMP Landscape Maint | 434.80 | 441.45 | 770.00 | -328.55 | 57.33% |
| Legal | 585.00 | 8,342.50 | 11,700.00 | -3,357.50 | 71.3% |
| Payroll Processing | 575.00 | 3,578.54 | 3,500.00 | 78.54 | 102.24% |
| Pest Control | 90.39 | 361.05 | 400.00 | -38.95 | 90.26% |
| Porta-Potty | 310.00 | 780.00 | 1,800.00 | -1,020.00 | 43.33% |
| 20.41 Professional Services - Other | 0.00 | 200.00 | | | |
| Total 20.41 Professional Services | 4793.30 | 28,277.26 | 54,107.58 | -25,830.32 | 52.26% |
| 20.42 Communication | | | | | |
| Email | 0.00 | 378.92 | 1,100.00 | -721.08 | 34.45% |
| Advertising | 0.00 | 1,556.97 | 3,000.00 | -1,443.03 | 51.9% |
| Internet & Telephone | 443.99 | 1,911.49 | 3,960.00 | -2,048.51 | 48.27% |
| Postage | 0.00 | 66.95 | 300.00 | -233.05 | 22.32% |
| 20.42 Communication - Other | 0.00 | 245.00 | | | |
| Total 20.42 Communication | 443.99 | 4159.33 | 8,360.00 | -4,200.67 | 49.75% |

| | 20-Aug | Jan-Aug 20 | Budget | \$ Over Budget | % of Budget |
|--|------------------|-------------------|-------------------|--------------------|----------------|
| 20.43 Travel | 508.17 | 1,199.82 | 2,000.00 | -800.18 | 59.99% |
| 20.46 Insurance | 15555.37 | 46,666.11 | 72,000.00 | -25,333.89 | 64.81% |
| 20.47 Utilities | | | | | |
| Boiler | 3989.15 | 29,462.78 | 66,000.00 | -36,537.22 | 44.64% |
| Electricity | 2726.07 | 23,504.24 | 46,200.00 | -22,695.76 | 50.88% |
| Garbage | 0.00 | 254.00 | | | |
| CVP Water | 59.42 | 395.20 | 300.00 | 95.20 | 131.73% |
| Patron Water | 1315.42 | 10,050.76 | 19,842.68 | -9,791.92 | 50.65% |
| Pool Water/Garbage | 653.10 | 8,692.55 | 18,384.00 | -9,691.45 | 47.28% |
| Spa Boiler | 90.04 | 3,062.20 | 9,240.00 | -6,177.80 | 33.14% |
| Total 20.47 Utilities | 8833.20 | 75,421.73 | 159,966.68 | -84,544.95 | 47.15% |
| 20.48 NWPRD Repair & Maint | | | | | |
| Clover Valley Ball Fields | 0.00 | 0.00 | 10,000.00 | -10,000.00 | 0.0% |
| Clover Valley Dog Park | 106.08 | 5,818.21 | 5,000.00 | 818.21 | 116.36% |
| 20.48 NWPRD Repair & Maint - Other | 3436.04 | 45,395.87 | 26,000.00 | 19,395.87 | 174.6% |
| Total 20.48 NWPRD Repair & Maint | 3542.12 | 51,214.08 | 41,000.00 | 10,214.08 | 124.91% |
| Total 576.20.40 Other Services | 33676.15 | 174,501.74 | 274,966.68 | -100,464.94 | 63.46% |
| 576.20.50 Intergovernmental | | | | | |
| Audit | 1753.05 | 8,239.92 | 8,000.00 | 239.92 | 103.0% |
| Clean Water Utility | 0.00 | 78.26 | 470.00 | -391.74 | 16.65% |
| Business Tax | 0.00 | 1,415.51 | | | |
| Gov't Service Fees | 0.00 | 0.00 | 11.00 | -11.00 | 0.0% |
| Refunds | 0.00 | 5,559.22 | 3,000.00 | 2,559.22 | 185.31% |
| Water Rec Facility Permit | 0.00 | 811.00 | 815.00 | -4.00 | 99.51% |
| 576.20.50 Intergovernmental - Other | 0.00 | 84.34 | | | |
| Total 576.20.50 Intergovernmental | 1753.05 | 16,188.25 | 12,296.00 | 3,892.25 | 131.66% |
| 576.20.80 Park & Rec Services | | | | | |
| 80.40 Non Aquatic Rec Prog | | | | | |
| Special Events/Programs | 0.00 | 0.00 | 1,500.00 | -1,500.00 | 0.0% |
| Total 80.40 Non Aquatic Rec Prog | 0.00 | 0.00 | 1,500.00 | -1,500.00 | 0.0% |
| 80.41 Professional Services | | | | | |
| Landscape Maint | 652.20 | 652.20 | | | |
| Mowing | 0.00 | 245.03 | | | |
| Total 80.41 Professional Services | 652.20 | 897.23 | | | |
| Total 576.20.80 Park & Rec Services | 652.20 | 897.23 | 1,500.00 | -602.77 | 59.82% |
| Total 576.20 NWPRD Expenses | 59215.75 | 450,206.68 | 999,906.10 | -549,699.42 | 45.03% |
| Total 570.00 RECREATION SERVICES | 59215.75 | 450,206.68 | 999,906.10 | -549,699.42 | 45.03% |
| Total Expense | 59215.75 | 450,887.32 | 999,906.10 | -549,018.78 | 45.09% |
| Net Ordinary Income | -54049.88 | 99,810.90 | 217,721.76 | -117,910.86 | 45.84% |
| Net Income | -54049.88 | 99,810.90 | 217,721.76 | -117,910.86 | 45.84% |

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08/10/20

**North Whidbey Pool, Park and Recreation District
Payroll Summary-Semi-Monthly
August 14, 2020**

For Pay Period 07.16-07.31.2020

| | TOTAL | |
|---|---------------|------------------|
| | Hours | Rate |
| | | Aug 14, 20 |
| Employee Wages, Taxes and Adjustment | | |
| Gross Pay | | |
| Salary | 96.00 | 2,833.33 |
| Administrative Specialist | 42.02 | 630.30 |
| Aerobics Instructor | 1.28 | 18.56 |
| Aquatics Director | 50.90 | 763.50 |
| ARC Course Instructor | | 0.00 |
| Client Service Specialist | 50.35 | 696.09 |
| Custodial | 14.13 | 190.76 |
| Deck Coordinator-Covid-19 | | 0.00 |
| Director of Client Services | 86.85 | 1,650.15 |
| Director of Finance & Admin | | 0.00 |
| Lifeguard | 87.11 | 1,193.79 |
| Maintenance Assistant | 26.60 | 412.30 |
| Maintenance Director | 14.00 | 448.00 |
| Private Instructor | | 0.00 |
| Senior Lifeguard | | 0.00 |
| Shutdown Maintenance | | 0.00 |
| Training Aquatics | | 0.00 |
| Training Front Desk | | 0.00 |
| Youth Instructor | | 0.00 |
| Total Gross Pay | <u>469.24</u> | <u>8,836.78</u> |
| Adjusted Gross Pay | 469.24 | 8,836.78 |
| Taxes Withheld | | |
| Federal Withholding | | -338.00 |
| Medicare Employee | | -128.09 |
| Social Security Employee | | -547.89 |
| L&I Office Employee 5306-07 | | -13.21 |
| L&I Pool Employee-1501-00 | | -42.98 |
| Medicare Employee Addl Tax | | 0.00 |
| WA - Paid Fam Med Leave | | -22.37 |
| Total Taxes Withheld | | <u>-1,092.54</u> |
| Net Pay | <u>469.24</u> | <u>7,744.24</u> |
| Employer Taxes and Contributions | | |
| Federal Unemployment | | 602.67 |
| Medicare Company | | 128.09 |
| Social Security Company | | 547.89 |
| WA - Unemployment | | 0.00 |
| L&I Office Employer 5306-07 | | 32.03 |
| L&I Pool Employer 1501-00 | | 432.52 |
| Total Employer Taxes and Contributions | | <u>1,743.20</u> |

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08/25/20

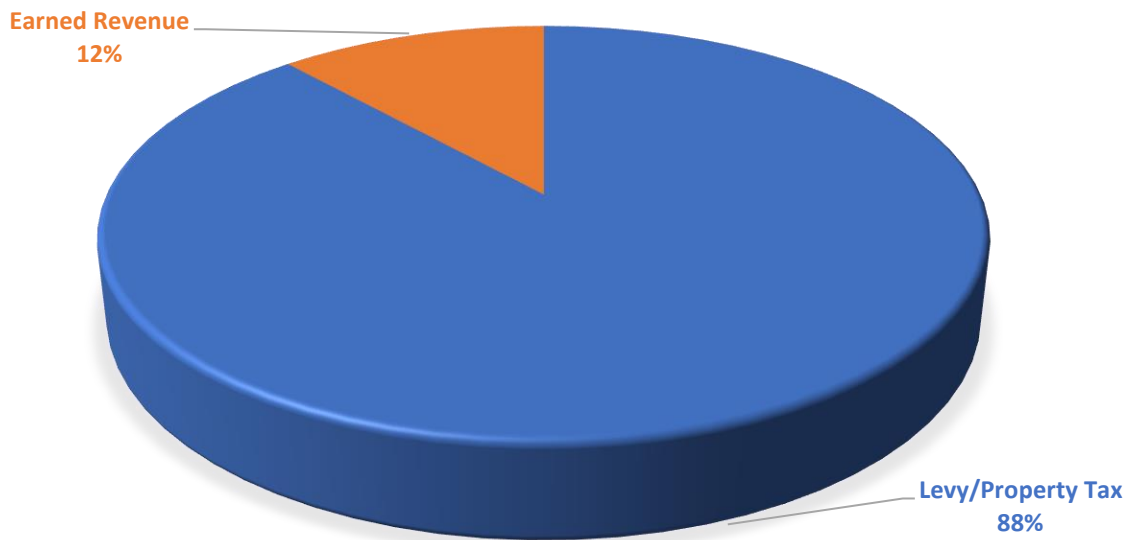
North Whidbey Pool, Park and Recreation District Payroll Summary-Semi-Monthly

August 31, 2020

For Pay Period 08.01-08.15.2020

| | TOTAL | | |
|---|--------|------|------------|
| | Hours | Rate | Aug 31, 20 |
| Employee Wages, Taxes and Adjustments | | | |
| Gross Pay | | | |
| Salary | 80.00 | | 2,833.33 |
| Administrative Specialist | 27.57 | | 413.55 |
| Aerobics Instructor | | | 0.00 |
| Aquatics Director | 25.65 | | 384.75 |
| Director of Client Services | 17.08 | | 324.52 |
| Director of Finance & Admin | 28.28 | | 537.32 |
| Hourly Sick | 2.50 | | 47.50 |
| Hourly Vacation | 6.00 | | 114.00 |
| Lifeguard | | | 0.00 |
| Maintenance Assistant | 20.65 | | 320.08 |
| Maintenance Director | 9.00 | | 288.00 |
| Private Instructor | | | 0.00 |
| Senior Lifeguard | | | 0.00 |
| Training Aquatics | | | 0.00 |
| Youth Instructor | | | 0.00 |
| Retroactive Salary | | | 4,875.52 |
| Total Gross Pay | 216.73 | | 10,138.57 |
| Adjusted Gross Pay | 216.73 | | 10,138.57 |
| Taxes Withheld | | | |
| Federal Withholding | | | -1,031.00 |
| Medicare Employee | | | -147.01 |
| Social Security Employee | | | -628.58 |
| L&I Office Employee 5306-07 | | | -5.38 |
| L&I Pool Employee-1501-00 | | | -12.25 |
| Medicare Employee Addl Tax | | | 0.00 |
| WA - Paid Fam Med Leave | | | -25.68 |
| Total Taxes Withheld | | | -1,849.90 |
| Net Pay | 216.73 | | 8,288.67 |
| Employer Taxes and Contributions | | | |
| Federal Unemployment | | | 2.18 |
| Medicare Company | | | 147.01 |
| Social Security Company | | | 628.58 |
| WA - Unemployment | | | 0.00 |
| L&I Office Employer 5306-07 | | | 13.04 |
| L&I Pool Employer 1501-00 | | | 154.82 |
| Total Employer Taxes and Contributions | | | 945.63 |

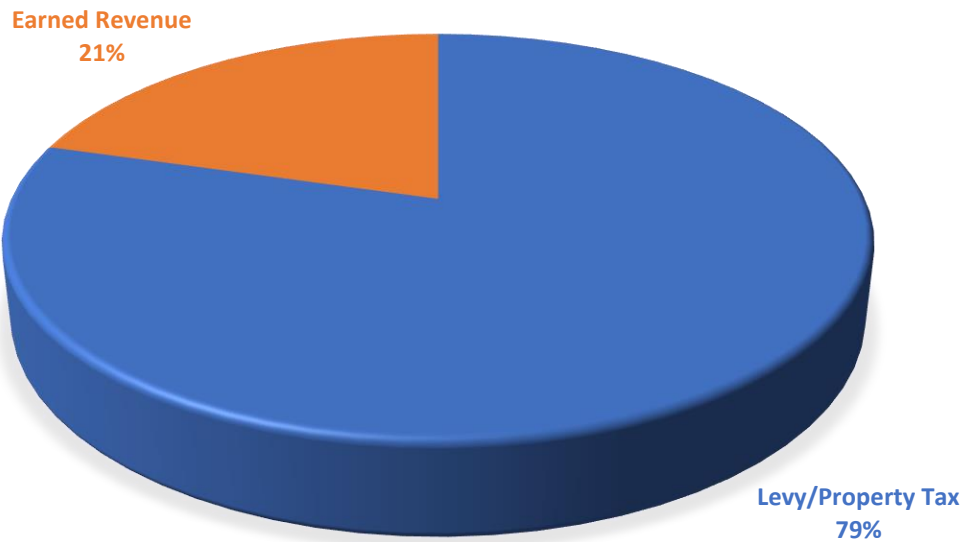
NWPPRD REVENUE: JANUARY-AUGUST 2020



2020 Notes:

- Facility closed 17 weeks during January-July period due to Covid-19.
- Limited instructor availability lead to reduced swim school offerings earlier in the year.

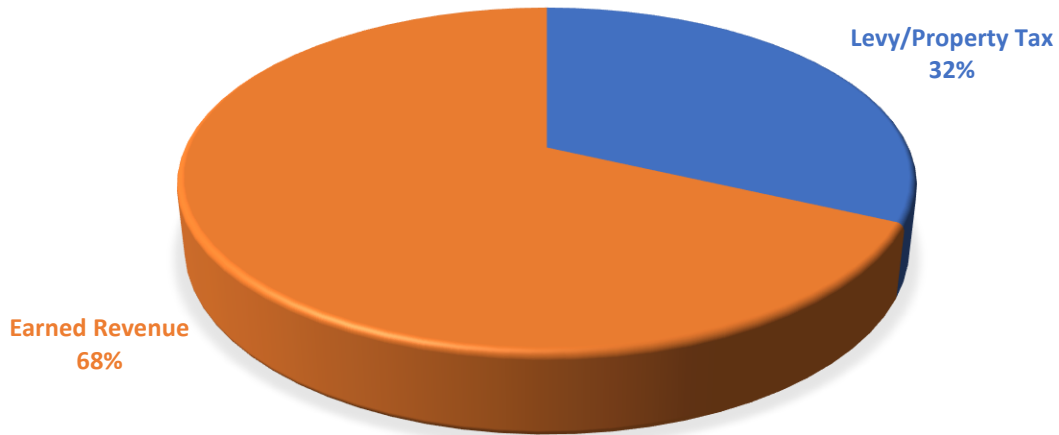
NWPPRD REVENUE: JANUARY-AUGUST 2019



2019 Notes:

- Facility closed 11 weeks during January-July period due to renovations.
- First levy funding dated 04.30.2019.
- Operated on a limited schedule with no swim school offered during this period.

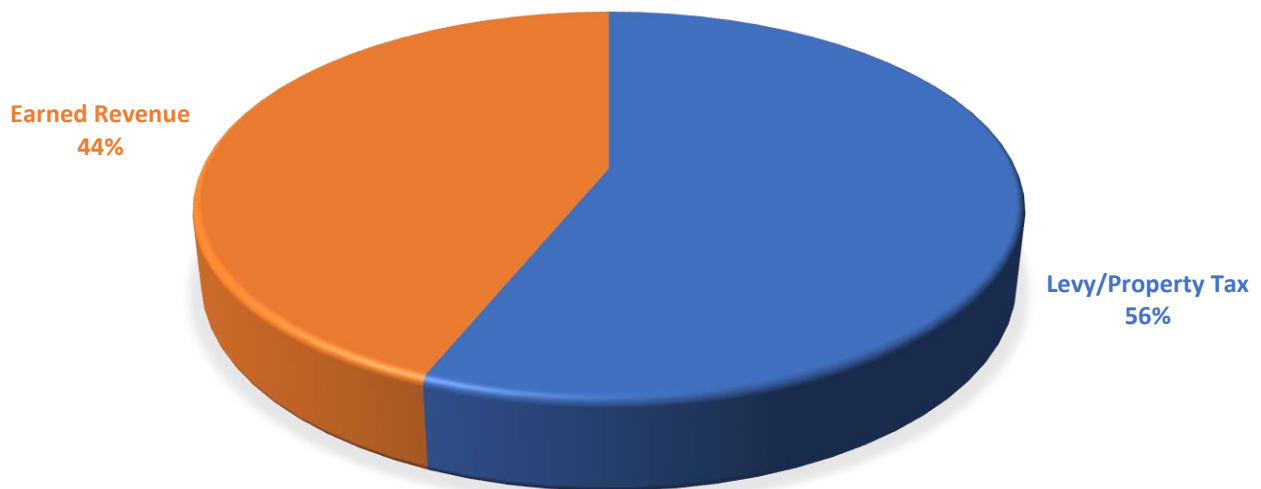
NWPPRD REVENUE: JANUARY-AUGUST 2018 (NO CURRENT LEVY FUNDING)



2018 Notes:

- No current levy funding received. Levy monies represent late property tax payments from previous levy years.
- Operations limited to swim team practices, SVC Kayak Course, non-aquatic classes.

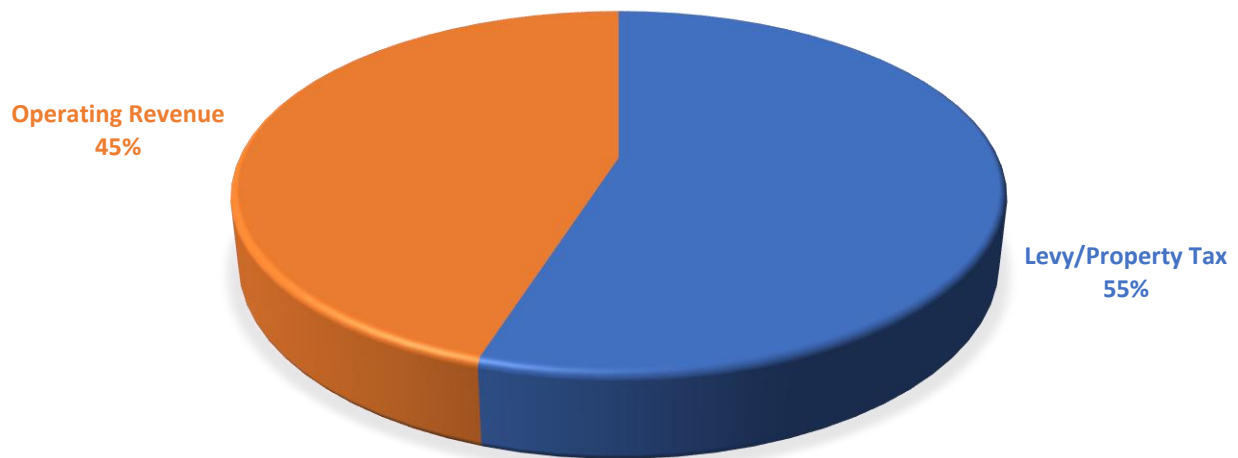
NWPPRD REVENUE: JANUARY- AUGUST 2017



2017 Notes:

- Fully operational during this time with all programs running.

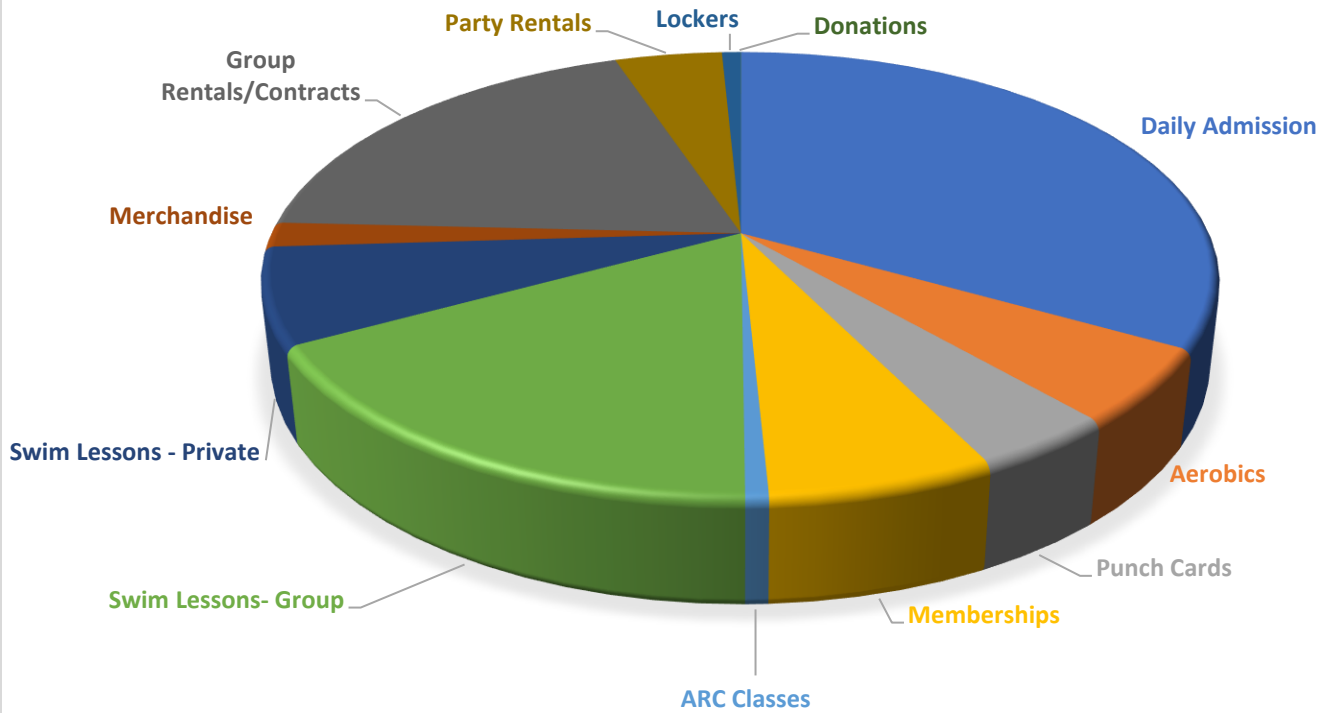
NWPPRD REVENUE: JANUARY-AUGUST 2016



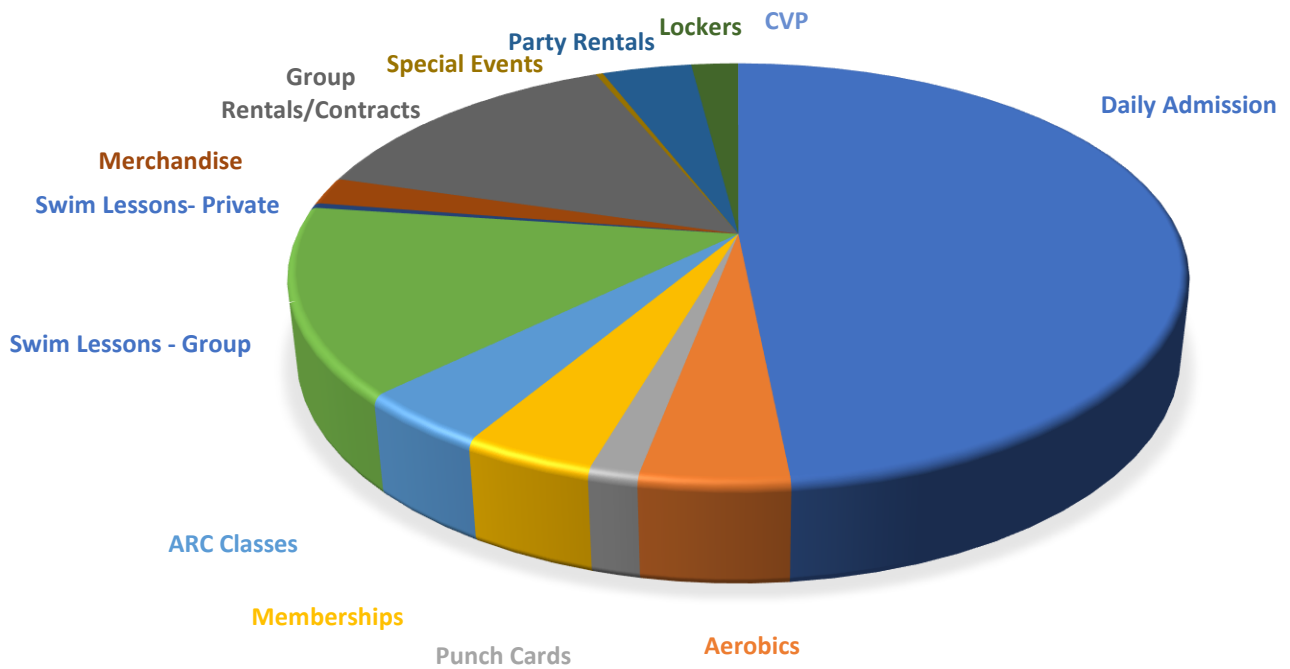
2016 Notes:

- Fully operational during this time with all programs running.

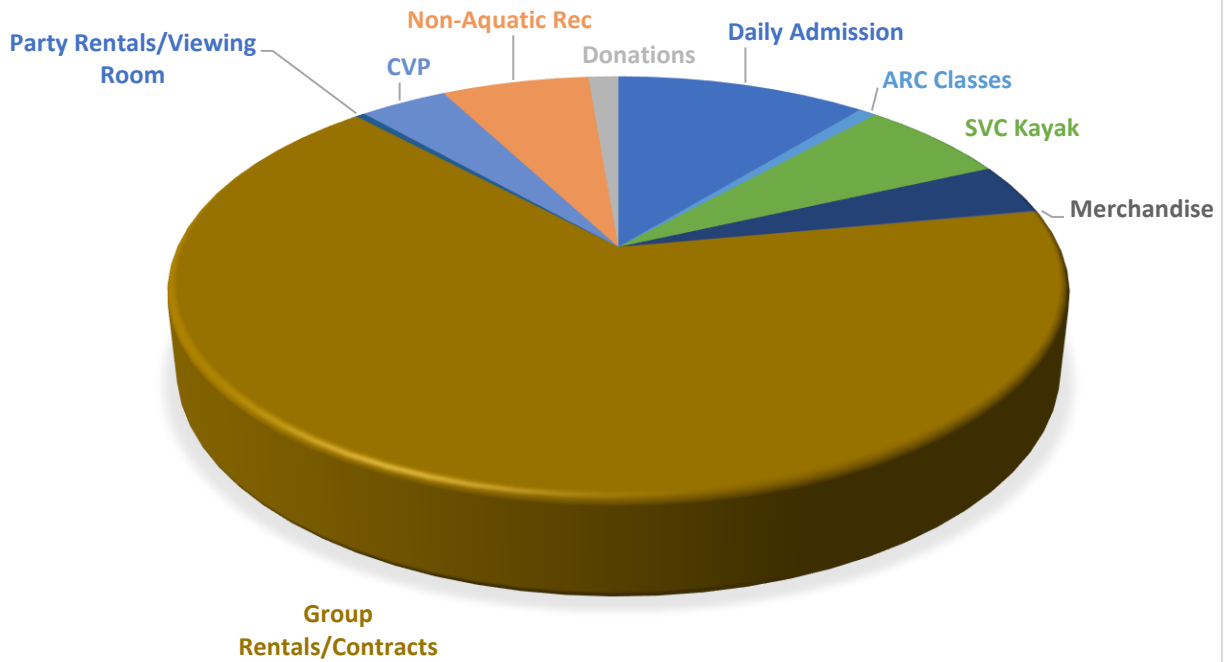
NWPPRD EARNED REVENUE BY CATEGORY: JANUARY-AUGUST 2020



NWPPRD EARNED REVENUE BY CATEGORY: JANUARY-AUGUST 2019

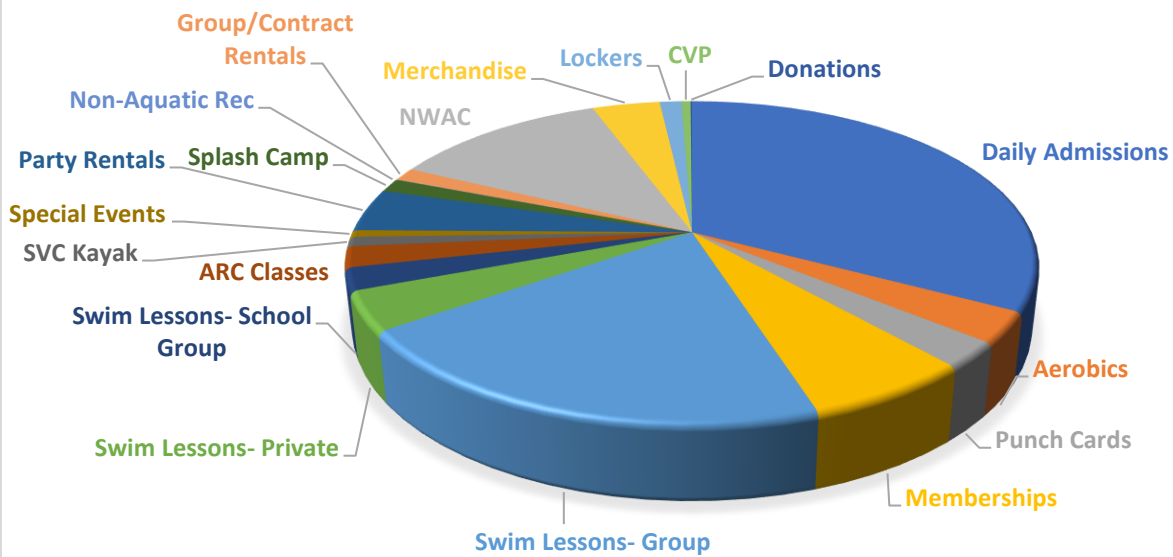


NWPPRD EARNED REVENUE BY CATEGORY: JANUARY-AUGUST 2018



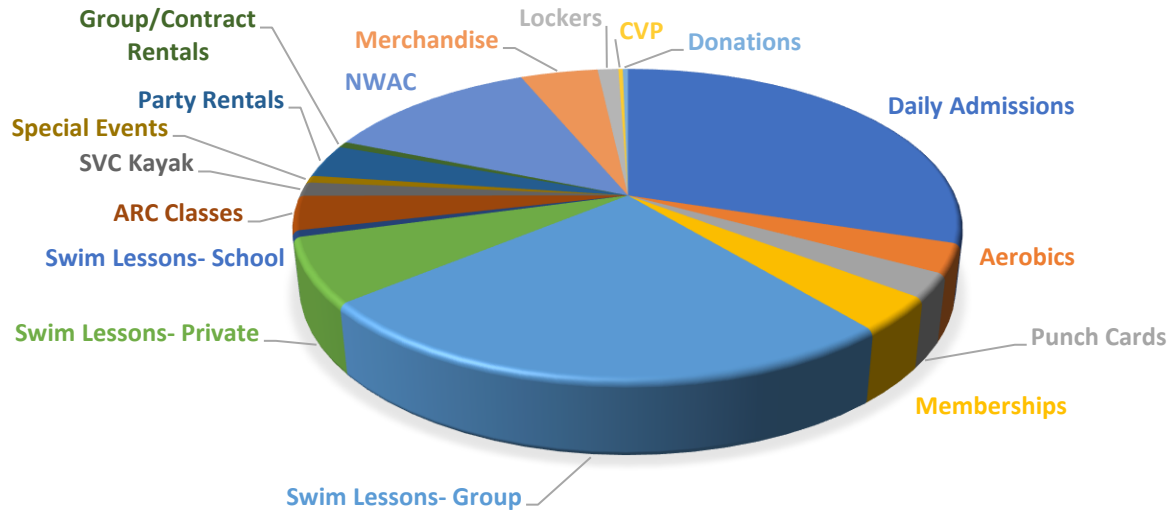
- Daily Admissions were from contract payments for admissions in 2017.

NWPPRD EARNED REVENUE BY CATEGORY: JANUARY-AUGUST 2017



- NWAC was a District Program during this time.

NWPPRD EARNED REVENUE BY CATEGORY: JANUARY-AUGUST 2016



- NWAC was District Program during this time.

JAY,
Maintenance Report 09.22.2020

It's hard to overstate that keeping the pool running and balanced is a fair amount of work regardless of being closed to the public. Current Pool Chemistry, as of 4:30 pm on 09/15/2020 the lap pool Cl 3ppm Ph 7.4 74 degrees Ta 95 Ch 290 with a calcium saturation index of -0.1, the training pool is of nearly the same chemistry at 74 degrees.

After some extensive work, all of the toilets in the building have been remounted. Some minor work remains on a few with reinstalling the flushing assemblies and caulking for a finished product. We still have 6 lavatory faucets to replace, all lavatory angle stops and drain assemblies have been replaced to this point as well. All showers are properly functioning though we're still attempting to source 2 ada slidebar spray wands. Once all this work is completed in the locker rooms, both floors will be acid washed just as was done with the rest of our floors.

Nearly all the emergency backup lighting and exit lights have been replaced, only 2 remain to be installed. We will need to bring in some scaffolding and rebuild the lights over the training pool and 1 atop the natatorium ceiling near the spa. A majority of the exterior lighting is down, and we'll work towards pricing this for inclusion in next year's budget.

We continue to work towards becoming fully code compliant. On 9/14 I met with the city's cross connection and backflow compliance officer in which we learned of 2 urgent issues needing rectified for department of health standards. One is the water main manual fill must be air gapped where it enters the surge tank. The other is a vertical backflow preventer needs installed in the front mechanical room in line just after the main leaves the strainer. Also, of note, there is a deduction meter feeding a defunct irrigation system. The city has agreed to consider this system as inactive, however, depending on DOH regulations it is something that could possibly need fully disconnected in the future. We need to have these two projects done by the end of this month or at the very least be under contract for their immediate repair. Failure to do so would most likely result in our water being disconnected.

As hard as it can be to find companies with experience working on these large municipal facilities I've reached out to the city for some additional help. The operators for the city's wastewater treatment plant have been on site and are helping us to size and source our main sump system. This is the sump ejector pump that allows us to backwash and drain our pool and is urgently needing replaced. Once sized and sourced we will handle the install in house only contracting out the electrical work. The location of the floats is an issue possibly explaining the degradation of the pump. These floats will be relocated for proper use and we will write into an operating manual for manual pump operation for draining the last of the vault or the last of the pool.

After going on and on and too much to do about the Spa for several years, the Spa modernization is completed and perfectly operational. The Island County Department of Health has inspected the modernization and they approve and are very impressed. The jet nozzles will need replacing at some point in the future, this is extraordinarily cost prohibitive and will have to be done in house at a point when we have full time maintenance. We still need to get a pump assembled for rapid drainage. We have a couple on hand that I believe can be made to work.

I'm putting together pricing for equipment replacement in the mechanical room for next year's budget. A lot depends on the sump pump replacement and how much water we can move that way. I hope to know which pump will work this week.

We will continue to keep very busy and hope upon hope that a new roof comes before the rainy season.

Best/ Shane Hoffmire NWPPRD Director of Maintenance and Aquatic Facility Operations

9/16/2020

This month I have been working on the Roof RFP and Contract. Through this process, I understand we need to have a Small Works Roster for public works and consultants. A small works roster is a list of public works contractors and consultants who want to bid on public works projects we may have. We are required by the State to have a small works roster. We already have a Purchasing and Public Works Contracting Resolution in place, Resolution No. 99-71 (in your packet), which also states this. I believe contracting with MRSC is the best way to do this. It is a nominal fee \$135.00, and they manage the process for us, publish the legal posting, and contact vendors and contractors on our behalf to update their status with us. Below is FAQ provided by MRSC. We will need to update our resolution. Currently, our resolution says we need to go out for a competitive bid if a project is over \$100k. Our policy is more restrictive than the State statute, and I would recommend we follow the state statute amount for projects less than \$350k. Setting this limit higher and contracting with MRSC will cost us less money overall. Our attorney is reviewing my findings, but so far, agrees that setting the limit to match the State's is a good idea. If we go with MRSC, we need to adopt a resolution stating this, which means we need a separate purchasing policy. I am already working on this. I have included the MRSC Washington Public Agency Contract Small Works and Consultant Rosters for your consideration.

What is MRSC Rosters?

MRSC Rosters is a Small Works, Consultant, and Vendor roster service of MRSC, a nonprofit organization that supports Washington local governments in efficiently procuring services and goods from businesses when using a roster contracting process. Businesses conveniently register with any or all of the participating public agencies with one, renewable application.

Can public agencies join MRSC Rosters between the registration deadlines if they post their own roster legal notice?

No. MRSC must post the legal notice on behalf of participating public agencies, prior to their use of MRSC Rosters. Due to the large number of participating agencies, we are only able to post the legal notice twice annually around the registration deadlines.

Do we have to have MRSC host both our Small Works and Consultant Rosters?

Yes. MRSC Rosters is a package service, so your membership would include the hosting of both your Small Works Roster and your Consultant Roster. We cannot maintain only one roster for a public agency because of the legal notice required language and the business registration process. Additionally, public agencies have the option to utilize the Vendor Roster component if they sign the Small Works/Consultant/Vendor Rosters Contract.

Can we continue using our current rosters after joining MRSC Rosters?

No. As part of your MRSC Rosters membership, MRSC hosts your official rosters, which means that your entire agency will exclusively use the hosted rosters in MRSC Rosters when using a roster contracting process and will discontinue use of previously maintained rosters. For example, signing the MRSC Rosters contracts means that both your public works department and purchasing department will use only the rosters hosted by MRSC Rosters; the purchasing department could not maintain its own rosters. This

is because of the language in the legal notice MRSC posts on your behalf and the functionality of the business registration process in the MRSC Rosters database.

How do participating public agencies use the MRSC Rosters?

When a participating public agency has a project and they choose to use a roster process, it logs into its account, search by service category, and then generate a list of businesses who have registered with their agency and selected the category being searched. From there, the agency follows its contracting procedures to select businesses and, in most cases, it contacts businesses about the project opportunity via email. MRSC has no involvement in the business selection or the contracting process, and any project inquiries are directed to the public agency.

How do I filter businesses by my geographic location?

You cannot filter businesses by location because, as with any roster, businesses cannot be required to be located in the geographic location of an agency in order to register. Also, Washington State law likely does not allow a local preference in the selection of businesses with whom to contract. See [AGO 61-62 No. 41](#)

Can we search the entire MRSC Rosters database?

No. As with any roster process, businesses are required to register specifically with your agency and therefore you may contact only those businesses.

Why can't I find the business I am looking for in my search?

The business will not appear in your search if it did not select your public agency, select the service category searched, and/or it did not meet the eligibility requirements.

If a business registers for my public agency after I send out the project solicitation, can I allow them to submit a bid/proposal?

To help ensure the fairness of the process, you should not allow the business to submit a bid/proposal unless you cancel the original solicitation, conduct a new search, and contact businesses from the newly-generated list.

A business told me that it is registered in MRSC Rosters, so why can't I find it in my search?

The business either did not register with your specific agency, did not select the specific service category you searched, failed to complete and submit its application, failed to renew its account, and/or did not meet the eligibility requirements.

Why don't all Washington local governments use MRSC Rosters?

Washington cities, counties, and special purpose districts have different contracting processes and project needs, so some agencies may determine that their internal resources are sufficient for maintaining their own rosters, they may simply choose to not maintain rosters, or their type of agency may not be authorized by statute to use a roster process.

Bond update

We received the bond from the Insurance company. After reviewing it, I questioned the company if we needed it, or should our existing policy cover me? After going back and forth for a couple of weeks, they conceded I am an employee of the district, and by signing a contract, that does not automatically make me a contracted employee. We canceled the bond and will not need to pay separately.

MWR - Quote for pricing. They would like us to provide a quote for the next five years. I have no idea at this point where we will be in 5 years. We will get recommendations on pricing structures when we go through the Master Plan process.

Employers Council Contract - I included the Employers Council Contract in your packet. I also have Ryan Nelson from the Employers Council who will give a presentation and allow you to ask questions.

I told him my main goals are solid handbook completed, ensuring our policies are inclusive and diverse, and create hiring practices that help us find good staff with a drive for Parks and Recreation.

To help us create a process for performance evaluations and to review and create job descriptions. If there are some other goals that you would like me to include, please let Ryan know during the meeting.

The school district has given the green light to create an agreement where we will share facilities. An agreement will mean an initial revenue loss. However, as we add more and more Recreation Programs, we should see that revenue is made in recreation programming.

Admin & Attendance Report

Admin & Attendance Report

September 2020 – Created by Julie Millang

1. We received a Notice of Rate Changes from Puget Sound Energy on September 3rd. PSE has filed a request with the state Utilities and Transportation Commission (UTC) to increase electric rates effective October 1st. Our Electric Schedule – Commercial 25 – will see a 2.14% rate increase if this is approved.
2. Puget Sound Energy periodically bills the District using an “estimated” read. This happens when they are not receiving electronic reads correctly at the time of the meter read and is based on the previous year’s usage for the given month. We receive a Notice of Corrected Charges up to four months after this has occurred. This process of estimated reads presents challenges with accurately forecasting monthly usage and leads to large discrepancies at times the estimated read is based on operational periods when we are currently not operational and vice versa. I will continue to work with PSE with the goal of obtaining statements showing only actual reads in the future.
3. I spoke with Ms. Grant at the Employment Security Department (ESD) regarding our Benefit Charging Statement at the end of August. I am attaching the letter they sent me explaining what is happening with unemployment for reimbursable employers. Ms. Grant told me ESD is still in the process of applying credits and directed me to pay the statement balance; if we end up with a credit it can be refunded to the District. The most recent Benefit Charging Notice received indicates five individuals have applied for unemployment benefits.
4. I created a new template for the P&L. This document is streamlined with indentations removed, columns supporting the portrait view, and monthly totals added to the first column – eliminating the second full document.



P.O. Box 9046 • Olympia WA 98507-9046

Dear Employer,

Look for your quarterly bill and benefit charge details in August

Normally, we would send your quarterly bill and benefit charge details for the second quarter of 2020 this weekend, July 17. We have delayed them because we need more time to make your statement as accurate as possible.

Good news: We're preparing to implement a federal law that cuts your bill in half

On July 9, Congress unanimously passed the [Protecting Nonprofits from Catastrophic Cash Flow Strain Act of 2020](#) and we anticipate that the President will sign it. Under this new law, we will bill you for only half of your 2020 benefit charges paid in part of quarter one and in all remaining quarters.

As many of you know, the previously passed [Coronavirus Aid, Relief, and Economic Security \(CARES\) Act](#) gave you that same 50 percent refund. But it required you to pay 100 percent of your billed benefits before we could give you a refund for half. The new law doesn't require you to pay 100 percent first.

In any quarter, you don't need to do anything to get the refund. We will automatically issue you a refund or a credit.

We'll send you monthly statements, quarterly bills

Starting this August, we'll send your benefit charge details monthly instead of quarterly — at least through the end of the year. That way you'll have the most accurate and up-to-date information about your account. We will continue to bill you quarterly. We'll send your second quarter statement and bill in August, and your bill will be due 30 days after you receive it.

For the first quarter

Since the new law applies only to benefits paid from March 15 through Dec. 26, 2020, the refund for first quarter will be 50 percent of benefit charges paid from March 15 to 31.

- **If you already paid your first quarter bill in full and have no benefit charges in quarter two**
We will automatically send you a refund by check. It will come separately from your statements. We'll start processing refunds in August.
- **If you already paid your first quarter bill in full and do have benefit charges in quarter two**
We will credit your account on your next statement.
- **If you have not paid your entire first quarter bill yet**
We will send you a new bill for the correct amount.

More details about your statement

- Your quarter one bill might have included waiting week benefit charges we paid for your employees. If so, we will credit you for those charges on your next statement. As per the CARES Act, the federal government currently pays 100% for those charges.
- If you have not yet paid your quarter one bill and it now includes penalties and interest, we will recalculate the penalties and interest to a lower amount.
- If you participate in the [SharedWork Program](#), we will remove from your statement any charges for weeks your employees were enrolled in your SharedWork plan. As per the CARES Act, the federal government currently pays 100% for those charges, too.

We're also clearing your account of imposter fraud

If you submitted to us a list of your employees who are victims of imposter fraud, thank you! We're processing what you submitted. Please don't resubmit the list.

Unemployment imposter fraud is when someone illegally applies for unemployment benefits using stolen personal information. Please know that **you are not responsible for benefit charges on these claims.**

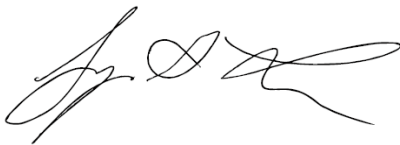
Important! Action requested: Please check your statement and follow the instructions in the **Employers** section of [this secure page](#) if you see an employee who should not be on your statement and who you haven't already reported to us.

We will produce a new annual benefit charge report that accounts for and excludes all 2020 imposter fraud claims.

Questions?

We understand you might be worried about paying your bill when the economy has been so uncertain. We hope the information in this letter helps to ease some anxiety. If you have questions about this letter, please reach out to our Account Management Center staff. Call them at 855-829-9243 or send an email to olympiaAMC@esd.wa.gov.

Sincerely,



Suzan G. LeVine
Commissioner
Employment Security Department

North Whidbey Pool, Park, and Recreation District Commissioner Communication

| | | |
|--|-----------------------------|--|
| Meeting Date: 9/22/2020 | Page 1 of 1 | Item: Committee Reports – By-Laws |
| Agenda No: VII | Presented by: BOC | |
| BACKGROUND: Commissioner Chargualaf, Committee Report on By-laws. | | |
| RECOMMENDED MOTION: None needed. | | |
| | | |

North Whidbey Pool, Park, and Recreation District Commissioner Communication

| | | |
|---|-------------------------------------|--|
| Meeting Date: 9/22/2020 | Page 1 of 1 | Item: Resolution 99-71 A resolution of the Board of Commissioner of the North Whidbey Park and Recreation District for purchasing and public works contracting establish a vendor list process for the purchase of supplies materials and equipment and small works roster process to award public works contracts. |
| Agenda No: X.A | Presented by: Jay Cochran | |
| <p>BACKGROUND: Review Resolution 99-71 because Director Cochran will recommend repealing and replacing this resolution with Resolution 2020-07, and then a purchasing resolution in the future that I am currently working on.</p> | | |
| <p>RECOMMENDED MOTION:</p> | | |
| | | |



NORTH WHIDBEY POOL, PARK, AND RECREATION DISTRICT

85 S.E. Jerome Street, Oak Harbor, Washington 98277

Phone (360) 675-7665
Fax: (360) 679-4034
www.oakharborpool.com

**BY-LAWS
of the
NORTH WHIDBEY
POOL, PARK, AND RECREATION DISTRICT
(IAW RCW 24.03.070)**

ARTICLE I. NAME, POWERS, RIGHTS, AND LIABILITIES

Section 1.1 Name: The name of the municipal corporation, duly established pursuant to the laws of the State of Washington, shall be “NORTH WHIDBEY POOL, PARK, AND RECREATION DISTRICT CORPORATION” hereinafter referred to as “District.”

Section 1.2 Powers, Rights, and Liabilities. By and in the District name, the District shall have and exercise all powers, functions, rights, and privileges now and hereafter given or granted to, and shall be subject to all the duties, obligations, liabilities and limitations, now and hereafter, imposed upon municipal corporations of the same class, by the Constitution and the laws of the State of Washington, and shall have and exercise by, or which are incidental to or inhere in municipal corporations of like character and degree. The District shall have all powers possible to have under the Constitution and laws of this State.

Section 1.3 Property: The properties managed by the District include the pool also herein referred to as “John Vanderzicht Memorial Pool” and the Clover Valley property, including ball fields, off-leash dog park, and adjacent property.

ARTICLE II. THE GOVERNING BODY-BOARD COMPOSITION

Section 2.1 Board Composition. The governing body of the District shall consist of a Board of five (5) elected members, known as Commissioners. The Commissioners must reside or own property within the boundaries of the District and must be registered to vote within the same District.

Section 2.2 Commissioner elections and terms will be in accordance with RCW 36.69 and 42.12.

Updated Director’s Job Description 8-11-2020

ARTICLE III. DUTIES OF THE BOARD AND BOARD MEETINGS

Section 3.1 Duties of the Board. The Board of Commissioners shall exclusively provide policy, oversight, and direction for the District, its' Director, and staff in accordance with RCW 36.69.120.

Section 3.2 Board Positions. The majority of the whole membership of the Board shall select a Chairperson, Vice-Chairperson and Secretary. The Chairperson shall hold office until the first meeting in the month of January of each year. These officers may, if reelected, serve more than one term.

Section 3.2.a Duties of the Chair. The Chairperson shall preside at all meetings of the Board. In the event of the Chairperson's absence or inability to preside, the Vice-Chairperson shall assume all duties. If, however, the Chairperson is to be permanently unable to preside, the Board shall select a new Chairperson for the remainder of the term. The Chairperson shall be responsible for developing the agendas for the monthly meetings of the Board and have it available at least five (5) days prior to the meeting for distribution upon request in accordance to RCW 42.30. This duty can be delegated.

Section 3.2.b Duties of the Secretary. In accordance with RCW 42.30 and 42.56, the Secretary shall be responsible for overseeing all records and files, including mandatory archiving of records, and the Secretary shall post all notices of regular and special Board Meetings. This includes archiving as outlined by the State Archival System. This duty can be delegated.

Section 3.3 The Board will govern lawfully to the RCW's with the best interest of the community that it serves and the citizens that reside in the District.

Section 3.4 Any ethical violation observed or reasonably suspected by any community member or District employee on District premises or in its' programs brought to the Board will be addressed promptly.

Section 3.5 The Board shall not cause or allow any practice, activity, decision, or organizational circumstance that is either unlawful or in violation of commonly accepted business practices or professional ethics.

Section 3.6 Meeting and Meeting Notice:

- a. All NWPRD Board meetings shall operate in compliance with all relevant provisions of RCW 42.30.
- b. Regular Meetings. The time and place of regular meetings of the Board shall be established by a Resolution of the Board. Such Resolution will also specify the appropriate notification of such meeting IAW RCW 42.30.075.
- c. Special Meeting. The Chairperson or majority of the whole Board may call special meetings at any time. The notification of such meeting must be delivered to each board member and others requiring notification IAW RCW 42.30.080.
- d. Executive Sessions. The Board may hold executive sessions IAW RCW 42.30.110.

Section 3.7 Quorum. A majority of all members of the Board shall be present to constitute a quorum for the transaction of business at all meetings of the Board. When a quorum is present at any Board meeting, the vote of a majority of the Board members present and voting shall decide any question brought before such meeting and such vote shall be binding upon all Board members, unless the question is one upon which by express provision of Washington State law, these By-laws or Robert's Rules of Order a different vote is required, in which case such express provisions shall govern and control the decision of such question.

Updated Director's Job Description 8-11-2020

Section 3.8 Parliamentary Procedure. Unless otherwise governed by the provisions of these By-Laws or laws of the State of Washington, Roberts Rules of Order, most recent edition, shall apply.

Section 3.9 Boards Acting as a Body. The Board shall act as a body in making decisions and announcing them. No member shall speak or act for the Board without prior authorization of the Board except as provided in these By-Laws.

Section 3.10 Board Meetings Records

- a. Minutes. The proceedings of the Board Meetings shall be recorded and maintained in accordance with RCW42.56. The minutes shall consist primarily of a record of the action taken. Prior to the adoption of the minutes, copies of the proposed minutes shall be forwarded to all Board members prior to the next regular meeting for their reference and/or correction. At the next regular meeting, the Board shall consider the minutes for adoption or necessary correction. Copies of the adopted minutes shall be made available to all Board members.
- b. Resolution/or Motion. Every action by the Board of a general or permanent nature and every action otherwise required by state statute shall be by Resolution or Motion.

Section 3.11 Committees. The Chairperson, from time to time, may appoint Board members to serve on standing or special committees. At the time of the appointment of such members, the Chairperson shall state the objective of the Committees and the date upon which a report shall be issued to the Board. The Chairperson shall be an ex-officio member of all such committees.

ARTICLE IV. DUTIES OF THE DIRECTOR

Section 4.1. Appointments and Removal. The Board shall appoint and remove the Director. The Director shall serve under contract to be reviewed for renewal at least annually. The Director shall perform the administrative duties specified in these By-Laws and the Director's job description, and additional duties designated by the Board and assigned in accordance with the Director's contract.

Section 4.2. Duties of the Director.

- a. To exercise general supervision over the administrative affairs of the District.
- b. To represent the District to the greater community, including partners, social organizations, and the public. Go out and be visible.
- c. To appoint and remove, at any time, employees of the District at his/her discretion, and as the law, policies of the District, and circumstances may indicate.
- d. To ~~deal with~~ supervise and manage -a diverse range of employees.
- e. To attend all meetings of the Board at which that body may require his/her attendance.
- f. To recommend for adoption by the Board such measures as ~~they~~ the Director deems necessary.
- g. To prepare and submit to the Board such reports as may be required or as the Director deems necessary.
- h. To keep the Board advised monthly of the financial condition of the District and its anticipated future needs.

Updated Director's Job Description 8-11-2020

- i. To make the Board aware of relevant trends, anticipated adverse media coverage, threatened, or pending lawsuits, or other ~~pertinent changes~~developments relevant to ~~in~~ the District.
- j. To prepare and submit to the Board a proposed operating budget and plan for the fiscal year and to be responsible for the administration of the ~~adopted~~ budget adopted by the Board.
- k. To administer the activities of the District in a manner that ~~to fulfill~~s its mission, promotes its programs, and maintains its facilities.
- l. To organize and schedule special events and programs.
- m. Familiarize ~~themselves~~his/her self with and follow all Washington ~~State RCW's~~laws and regulations relating to the governing governance of municipal corporations, Parks and Recreation Districts, purchasing, and public works, including but not limited to the provisions set forth in Ch. 36.69 of the Revised Code of Washington and Chs. 246-260 and 246-262 of the Washington Administrative Code.
- n. Implement, maintain, and follow all District resolutions, policies, and practices.
- o. As the District's Auditing Officer, the Director will protect District assets by ensuring compliance with internal accounting control procedures and regulations.
- p. The Director shall be authorized to expense up to thirty thousand dollars without Board Resolution or signatures once the District has in place an official bond for the faithful discharge of the Director's duties for fifty thousand dollars as required by RCW 42.24.180.
- q. The Director shall not, without Board approval, remove greater than 10% from the District Reserve Fund.
- r. Subject to the provisions and limitations set forth herein, ~~t~~The Director is authorized to sign contracts on behalf of the District once the following conditions are met:
 - 1. The contract is reviewed and approved by the Board.
 - 2. A resolution designating the Director as the Auditing Officer is on file with Island County.
 - 3. An official bond for the faithful discharge of the Director's duties for fifty thousand dollars is ~~on file~~obtained by ~~with~~ the District as required by RCW 42.24.180.
- s. To perform such other duties as the Board may ~~determine~~request from time to time.
- t. ~~And To perform p) and~~ all other duties assigned following their~~in his/her employment~~ contract.

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ARTICLE V. SEVERABILITY

Section 5.1 If any of these By-Laws, or its application to any person or circumstance is held invalid, the remainder of these By-Laws, or the application of the provisions to other persons or circumstances is not affected.

Updated Director's Job Description 8-11-2020

ARTICLE VI. AMENDMENTS

Section 6.1 These By-Laws, as adopted by the Board of Commissioners of North Whidbey Pool, Park and Recreation District may be revised or amended at any regular meeting of the Board; provided that amendments or proposed revisions are submitted in writing to each Board member at least ten days prior to that regular meeting.

Section 6.2 No amendments to the By-Laws shall be permitted without previous and equal advance notice of ten days to all Board members and a two-thirds vote of all Board members present and voting.

Section 6.3 The foregoing By-Laws of the North Whidbey Pool, Park, and Recreation District, consisting of four pages, have been amended, adopted and approved by a two-thirds vote of all Board members present and voting on the 24th day of October 2019, and shall supersede all past By-Laws of the District.

Approved: August 25, 2020

Sean Weigenstein, Commissioner

John Chargualaf, Commissioner

Juli Brooks-Leete, Commissioner

Sean Merrill, Commissioner

Patricia Hardin, Commissioner

Updated Director's Job Description 8-11-2020

North Whidbey Pool, Park, and Recreation District Commissioner Communication

| | | |
|--|------------------------------------|---|
| Meeting Date: 9/22/2020 | Page 1 of 1 | Item: Special Event and Facility Use Application |
| Agenda No: IX.B. | Presented by: BOC | |
| BACKGROUND: Update Facility Use Agreement with Special Event and Facility Use Application. | | |
| RECOMMENDED MOTION: I motion to approve Special Event and Facility Use Application form as written. | | |
| | | |



NORTH WHIDBEY
Pool Park & Recreation District

Special Event & Facility Use Application

1. Name of event sponsor or organization: _____

Sponsor's or organization address: _____

City: _____ State: _____ Zip: _____

Contact person: _____ Title: _____

Email: _____ Cell phone: _____

Home phone: _____ Business phone: _____

Fax: _____

2. Event information

Describe the event and all activities. Attach a separate page, if necessary.

- | | | |
|--|--|--|
| <input type="checkbox"/> Baby/Bridal Showers | <input type="checkbox"/> Engagement | <input type="checkbox"/> Reunion |
| <input type="checkbox"/> Fundraiser | <input type="checkbox"/> Sports/Athletics | <input type="checkbox"/> Birthday/Quinceañera |
| <input type="checkbox"/> Graduation | <input type="checkbox"/> Food/Vender Booths | <input type="checkbox"/> Inflatable/Amusements |
| <input type="checkbox"/> Carnival Games | <input type="checkbox"/> Other (describe): _____ | |

Event name: _____

Requested facility location: _____

3. 3. Supervisory Designee (person designated by event sponsor to be present and responsible while event is underway. See, Conditions of Use, Section C below):

Name: _____ Title: _____

Address: _____

Email: _____ Cell phone: _____

Home phone: _____ Business phone: _____

4. Are there any caterers, vendors, concessionaires, exhibitors, entertainers, promoters, or sponsors being utilized for the event? Yes No

If yes, provide their names, mailing addresses, and types of service for your event.
(Types of service = caterer, vendor, concessionaire, exhibitor, entertainer, promoter, or sponsor)

Type of service: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Type of service: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Type of service: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

5. *Does your event include any athletic or recreational activities? Yes No

6. Short Term Rentals: List each date the event will be held, expected attendance, and event duration each day. Include event set up and take down days. Attach a separate page, if necessary. If the time goes past midnight, be sure to include the new day and the hours. Rental hours need to be rounded to the half-hour.

Date(s) of Rental _____ Expected Attendance _____

A. ___ Tball Field Hours (dirt infield) ___ Baseball Hours (pitching mound) _____ Total Hours
_____ Fee Per Hour

B. ___ Dog Park Hours _____ Total Hours
_____ Fee Per Hour

C. ___ Pool Hours (entire facility)

or

D. ___ # of Lanes (we have six total) X ___ # of Lane Hours Per day _____ Total Hours
_____ Fee Per Hour or Day

7. Long Term Rentals (ongoing programs lasting longer than a month): Please fill out the provided calendar, using one for each month you want to rent the facility. Rental hours need to be rounded to the half-hour.

_____ Total Rental Hours

8. Non-Profit (please provide IRS Determination Letter) Yes No

9. Will food be cooked or served at the event? Yes No

10. Island County requires a temporary event permit to offer food to the public for sale. Please visit their website for more information (<https://www.islandcountywa.gov/Health/EH/Food-Service/Pages/Temporary-Event.aspx>)

11. If the event has Inflatable/Amusements check with the District about where these may be located.

12. Is your event: Indoors Outdoors, or Both

13. The event is: Open to the public Private group Personal invitation only

14. Is the event being advertised or promoted? Yes No

If yes, how? (Check all that apply)

- Television
- Newspaper
- Posters
- Invitation only
- Website address: _____
- Other: _____
- Radio
- Brochure
- Handout or announcement

15. Explain your procedure for collecting and keeping waivers and release of liability forms, which have been signed by all participants. (Provide a copy of the waiver and release of liability, which will be signed by all participants, with this Application. Copies of signed waivers and releases shall be provided to the District prior to the day before event commencement.)

16. Does the event include any of the following?

- Circus and carnivals
- Professional sporting activities
- Veterinary, legal liability/Animals
- Mechanical amusement devices
- Pyrotechnical uses
- Youth athletics (Swimming, AAU, Babe Ruth, Legion, etc.)
- Aircraft and balloon events
- Rap and/or heavy metal music

17. Do you require that any vendors (food or other), or event service providers, provide certificates of insurance naming facility user as additional insured? Yes No

If yes, provide a copy of the certificate of insurance from the vendors or service providers from whom you have received certificates and additional insured endorsements.

18. Do you have an emergency evacuation plan? Yes No

If yes: Explain how event management and attendees are notified:

19. Will there be medical personnel present at the event? Yes No

If yes: What number of:

_____ Doctors _____ Nurses _____ Other
 _____ Paramedics _____ EMT / EMS

20. Will there be an ambulance on-site? Yes No

CONDITIONS OF USE

A. RESERVATIONS (please initial, indicates the applicant is informed.)

- Rentals are on a first-come, first-serve basis.
- The rental process for a facility is not complete or confirmed until Renter delivers to the District the completed Facility Use Agreement, certificate of insurance, written evidence of permits and licenses, and any other items deemed necessary by the District, and the District approves such rental in writing.
- A person who is at least eighteen (18) years of age must sign this Agreement.
- Renter shall provide the District with a single contact who is to serve as the representative for Renter's activities.
- Renter shall be responsible for securing all required state and local permits and licenses for their rental.
- Renter shall not use the District's name to suggest endorsement or sponsorship of the event without the prior written approval of the District's Director or their designee.
- Renter's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.

- Renter shall permit any District officers, employees, or agents to visit the Facility during the rental period.
- Renter shall be responsible for picking up the keys to the Facility, if any, at the John Vanderzicht Memorial Pool before the event and during the Facility's customer service hours. Renter shall return keys immediately following the event to the Facility.
- Under no circumstances shall Renter sublease or allow any other organization or individual to use the Facility for the period for which Renter has contracted. Renter is an independent contractor and not the agent or employee of the District.

B. FEES

- The District requires a deposit, rental fees, and a damage deposit for most facility rentals. The rental fees do not include fees incurred following facility use such as lost keys, facility damage, or staying beyond the ending time.
- For short-term rentals, a rental deposit, and a damage deposit are due at the time of reservation. Remaining fees are due ten (10) business days before the rental date. For long-term rentals, one month of fees will be due as deposit, and the remaining fees will be invoiced at the end of every month based on reservation date and times. Invoices will be emailed at the end of the month and due upon receipt. Invoices not paid by the end of the next month will lose their space.
- Facility rental reservations that are cancelled by the Renter must be made in writing and will be processed and refunded as follows: Any cancellation due to a medical reason documented by a healthcare provider will be refunded in full. Cancellations made **30 or more days** prior of the rental date will receive a refund of fees paid, less the District's administration fee. Cancellations made up to **ten (10) business days** prior to rental date will be refunded less the District's administration fee and 50% of their deposit, and cancellations made **seven (7) days** before the rental will receive no refund.
- Transfers to another date, time or Facility made 7 days or less prior to the rental date are not permitted
- The District in its sole discretion may charge an additional amount of twice the regular rental rate for any event continuing past the ending time stated in this Agreement.
- Renter is responsible for any lost keys, and any costs that the District might incur to replace and/or re-key the Facility.
- In the event the Facility is left damaged, in disarray, or in need of extensive cleaning, Renter shall be charged for janitorial and/or repair fees incurred by the District to make the repairs or clean the Facility.

C. Facility/Equipment/ Accessories

- Renter agrees to take Facility as is.
- The Facility shall be used for the purpose stated in this Agreement and no other use will be permitted.
- Renter agrees to follow all local, county, and state guidance regarding use of the Facility.
- Renter agrees that a designee from their organization will be in charge and present for the entire event while the Facility is being used. This designees' name, address and phone number shall be provided to the District prior to approval and acceptance of this Application. The supervision of people in attendance of the rental, the Facility, and the adjoining property is the sole responsibility of the Event Sponsor and their designee. Activities must be confined to the area authorized for use. The District, in its sole discretion, may evict individuals from the Facility during the event if their conduct is deemed by the District to not be in the best interest of the public or otherwise detrimental or inappropriate in any way.
- Decoration or application of temporary materials to walls or floors is permitted. Renters are required to remove, at their own expense, any materials, equipment, furnishings, or rubbish left after use of a District facility.
- Tobacco, alcoholic beverages, illicit drugs, or firearms/weapons of any kind are prohibited in District buildings or on District property, including outdoor and parking areas.
- In the case of unforeseen circumstances or force majeure, the District reserves the right to modify or cancel this reservation as needed.
- Renter agrees to not enter areas designated by the District as "Staff Only" without written permission from the District.
- Renter agrees to enforce all facility rules for event participants or guests.
- The District is not responsible for items stored or left on District property.

- Renter shall be responsible for all damage to the Facility and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, Renter shall be charged for janitorial and/or repair fees incurred by the District as a result.
- Renter is prohibited from allowing more individuals into the Facility than the posted maximum occupancy.
- This Agreement is not all encompassing, at any time the District may modify this Agreement as needed to protect its interests or the health, safety and/or welfare of the community.
- For Facilities with portable toilets, they are provided for general use, any more than provided is the responsibility of the Renter.

NORTH WHIDBEY POOL PARK AND RECREATION DISTRICT FACILITY LEASE AND INDEMNIFICATION AGREEMENT

This lease and indemnification agreement, (hereinafter "Agreement"), is entered into by and between North Whidbey Pool, Park and Recreation District hereinafter "District"), and _____ (hereinafter "Renter regarding the Facility described as _____ The phrase "Facility" as used hereinafter shall include the building space above-described, unless otherwise specifically provided.

1. Purpose. The Facility shall be used by Renter for: _____, including activities normally ancillary thereto.
2. Term of Agreement. The Agreement term shall follow begin with the start date and time and the end date and time listed on page 2 of the Special Event & Facility Use Application.
3. Rent. As rent, Renter shall pay _____, per term above described, payable on or before _____.
4. Return of the Property. At the time of termination of this Agreement, Renter shall return the Facility to District in as good of condition as the same was at the time Renter took possession hereunder, reasonable wear and tear, due to reasonable use and occupancy, in conformance with the provisions of this Agreement excepted. Any damage to the physical structures or infrastructure shall be repaired by Renter.
5. Insurance. Renter shall procure and maintain in force, without cost or expense to District, on or before the commencement date of this Agreement and throughout the Agreement term or as long as Renter remains in possession of the Facility, a broad form comprehensive general liability policy of insurance covering bodily injury and property damage, with respect to the use and occupancy of the Facility with liability limits of not less than \$1,000,000, per occurrence. District shall be named as additional insured on all such policies, which policies shall in addition provide that they may not be cancelled or modified for any reason without fifteen (15) days prior written notice to District. Renter shall provide District with a certificate or certificates of such insurance within (10) days of the execution of this Agreement.
6. Agreement to Indemnify. Renter shall indemnify the District, its staff and agents from, and against, any and all claims, demands, causes of action, suits or judgments, including, but not limited to, any claims of insurance carriers, the Department of Labor and Industries, the Department of Social and Health Services, and any federal agency, health care provider or governmental taxation agency, (including costs and expenses incurred in connection therewith), for deaths or injuries to persons or for loss of or damage to property arising out of, or in connection with, the use and occupancy of the Facility by Renter, its agents, servants, employees, or invitees. In the event of any claims made or suits filed, District shall give Renter prompt written notice thereof and Renter shall have the right to defend or settle the same to the extent of its interest hereunder.
7. Assignment. Renter shall not assign, convey, or transfer this Agreement or any interest herein, without the prior written consent of District.
8. Notice. Any notice, declaration, demand, or communication to be given by a party to this Agreement to the other shall be in writing and transmitted to the other party by personal service or certified US Mail, Return Receipt Requested, postage fully prepaid, and addressed as follows:

To District: _____

To Renter:

The mailing and certifying of any such notice as herein provided shall be sufficient service thereof. All notices given in compliance with this section shall be deemed effective two (2) business days following the deposit thereof in the US mail, irrespective of the date of actual receipt of such notice by the addressee. Either party may, by notice, change its address for notice.

- 9. Legal Relationship. The parties of this Agreement execute the same solely as a Renter and a District. No partnership, joint venture, or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other. All terms, covenants, and conditions to be observed and performed by either of the parties hereto shall be joint and several, if entered into by more than one person. Unless otherwise specifically provided herein, no third party is intended to be benefited by this Agreement.
- 10. Applicable Law/Construction/Venue. This Agreement shall be governed and interpreted in accordance with the laws of the state of Washington. In the event this Agreement is in conflict with the provisions of any law or statutes governing the subject matter hereof, such law or statute only to the extent of such conflict shall be controlling. The venue of any action brought to interpret or enforce any provision of this Agreement shall be laid in the county in which the Facility is situated.
- 11. Entire Agreement. This Facility Lease and Indemnification Agreement contains the entire Agreement of the parties hereto and supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. Neither District nor Renter shall be liable to the other for any representations made by any person concerning the Facility or regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement. This Agreement may be amended only by written instrument executed by District and Renter or their lawful successors and assigns subsequent to the date hereof.

RENTER (Name & Title) Date _____

DISTRICT (Name & Title) Date _____

The following items must be submitted prior to the event:

- Signed and completed event application and facility lease agreement.
- **Facility Users are required to purchase a Special Event/Tenant-User Liability Policy of at least \$1,000,000 per occurrence limits.**
- Copy of the Insurance certificate naming the District:
North Whidbey Pool Park and Recreation District
85 SE Jerome St.
Oak Harbor, WA 98277
- Copy of all certificates of insurance from vendors that list you as an additional insured.
- Copy of all brochures, promotional materials, and event advertising.
- Copy of the complete schedules of events or activities.
- Copy of the waiver and release of liability form to be signed by participants in any recreational or athletic activity.

- The applicant declares that the information contained in this application is true and that no material facts have been suppressed or misstated.
- The applicant understands that incorrect information could cause this application to be denied.
- The applicant understands that completion of the application does not guarantee approval.

Applicant Name: _____

Signature: _____ Date: _____

For District Use Only

Facility Rental Fee \$ _____ Damage Deposit \$ _____ Rental Deposit \$ _____

Payment Due (circle which) Ten (10) business days before Rental Invoiced at the end of each month

Application Approved by: _____ Title: _____ Date: _____



NORTH WHIDBEY
Pool Park & Recreation District

Compliance Statement for HB 1824, Youth Sports-Head Injury Policies and SB 5083, Sudden Cardiac Arrest Awareness.

_____ requests the use of North Whidbey Pool Park and Recreation District

facilities for the following dates:_____.

_____, a private non-profit youth sports group, verifies all coaches, athletes or other participants, and their parent/guardian have complied with mandated policies for, the Management of Concussions and Head Injuries as prescribed by HB 1824, section 2 and Sudden Cardiac Arrest Awareness as prescribed by SB 5083, section 3.

Signed: _____

Date: _____, 20_____

*Note: Access to facilities may not be granted until all requirements of this application are complete.

Approved by: _____ Date: _____

North Whidbey Pool, Park, and Recreation District Commissioner Communication

| | | |
|--|--|----------------------------------|
| Meeting Date: 9/22/2020 | Page 1 of 1 | Item: Employees Council Contract |
| Agenda No: IX.C. | Presented by: Jay Cochran | |
| <p>BACKGROUND: Presentation and Approval of Employees Council Contract</p> <p>Update: 9/22/2020</p> <p>While speaking with Ryan Neal from the Employers Council about the presentation, he let me know we should consider another option. Archbright. Recently, Employers Council lost the colleague at their firm who specialized in Washington HR laws. They feel without this person, they could still do the work, but it would take a lot of research. Mr. Ryan believes they are not the best fit at this time. Their “sister” company Archbright is based in Seattle. Archbright has a tiered membership. The yearly membership level that would allow us to do an employee manual is more than double what Employers Council yearly membership is. However, we could join right now and get the membership fee waived for September and pay the remaining amount and get our manual done and then cancel. Below is the email from Kellon Keymer from “Archbright giving a bit more detail.”</p> <p>“ Membership Costs and to help with being budget-conscious.</p> <p>If Oak Harbor Pool signs up for membership in September, you still preserve the right to cancel the membership or downgrade to Bronze in December 2020 at 346 per month. As we are halfway through September, I will waive the September membership dues. The total cost for 2020 would be \$1038. This option will allow you to get your handbook done, use the legal, and downgrade to Bronze membership for 2021.</p> <p>Otherwise, if you sign up in the 4th Quarter, Anthela would be contractually committed to maintaining membership through December 31st, 2020. “</p> <p>In a phone call, Mr. Kellon did say we could cancel in December and confirmed this again today via email.</p> | | |
| <p>RECOMMENDED MOTION: I make a motion to enter into an Agreement with Archbright to create the District’s employee manual.</p> | | |
| | | |

MEMBERSHIP APPLICATION

Organization Name: _____

Other Names Known By: _____

Mailing Address: _____

Address City State Zip

Street Address: (If different) _____

Address City State Zip

Telephone: (_____) _____ Organization Type (501(c)(3)): _____

Public Sector Employer: _____ NAICS Code: _____

Organization Web Address: _____

Total number of employees in Washington, Idaho, and/or Oregon: _____

L&I account number: _____ **Membership Tier choice:** _____

REQUIRED CONTACTS:

| | | | |
|----------------------------------|-------|------------------|-------|
| MAIN Contact (required) | Title | Email (Required) | Phone |
| CEO/President Contact (required) | Title | Email (Required) | |
| HR Contact (required) | Title | Email (Required) | |
| Billing Contact (required) | Title | Email (Required) | |
| Controller/CFO | Title | Email (Required) | |
| General Manager | Title | Email (Required) | |
| Safety Manager | Title | Email (Required) | |
| Group Retro Contact | Title | Email (Required) | |
| Survey Contact | Title | Email (Required) | |

How Did You Hear About Archbright™? Former member Purchased/Participated in Archbright™ Survey

Referral: _____ Other: _____

EFFECTIVE DATE OF MEMBERSHIP: 1st of _____ (month), _____ (year)

We agree to pay charges for membership dues and services rendered at the rates set by Archbright. Membership in Archbright is an annual commitment and failure to make timely payments may result in the application of late payment charges and suspension of further membership privileges until payment is made. Member must provide written notification 30 days before year's end to change Membership Tier or terminate Membership. Otherwise Membership will auto-renew at current Tier selection.

Authorized Representative Signature: _____

ARCHBRIGHT MEMBERSHIP TERMS & CONDITIONS

1. Dues, Fees, Expenses and Invoices and Taxes

1.1. **Dues and Fees.** Member is subject to, and agrees to abide by, the Archbright™ Dues Rates (“Dues Rates”) and will be subject to, and notified of, any modifications to Dues Rates. Member will compensate Archbright™ for services rendered outside of Dues Rates.

1.2. **Expenses.** Member will reimburse Archbright™ for expenses that Archbright™ reasonably incurs in connection with delivery of any Services.

1.3. **Invoices.** (a) Dues. Member agrees to pay Archbright™ all dues within 30 days after receipt of Archbright™ dues invoice. b) Fees and Expenses. Member will pay Archbright™ all amounts within 15 days after receipt of Archbright™ invoice. Member is responsible for all applicable taxes, duties or other charges, including sales or use taxes, imposed by any federal, state or local governmental entity on Dues Rates and Services.

2. Term

2.1. The initial term of this Agreement shall be for a period of one (1) year based on a calendar year or pro rata based on membership date and shall automatically renew for additional one (1) year terms (the initial term and all renewal terms are collectively referred to as the “term”) unless earlier terminated in accordance with section 2.2.

2.2. **Termination.** Member may terminate this Agreement, on thirty (30) days’ prior written notice prior to the end of the calendar year. If Member terminates the Agreement, Member will be responsible for any portion of the compensation owed to Archbright™ for any Services, Expenses or Dues provided through the termination date.

3. Ownership and Copyright of Materials.

3.1. **Written Materials.** Written materials as used within this Agreement shall mean all written materials created by Archbright™ for Member and delivered or communicated to Member by or on behalf of Archbright™, including but not limited to all drafts and final revisions, electronic copies, derivative works, and all correspondence and written communication incident thereto.

3.2. **Electronic Materials.** Electronic materials as used within this Agreement and pursuant to any SOW shall mean all electronic materials created by Archbright™ for Member and delivered or communicated to Member by or on behalf of Archbright™, including but not limited to all drafts and final revisions, electronic copies, video components, audio components, DVD or CD versions, derivative works, and all correspondence and written communication incident thereto.

3.3. **Copyrights.** Archbright™ retains ownership of all copyrights in the written and electronic materials created or designed for and delivered to Member and any copies thereof.

3.4. **Trade Secrets.** The written and electronic materials, any information relating to the use of the same, and any methodologies embodied therein are confidential trade secrets and remain the exclusive property of Archbright™.

3.5. **Videotaping, Audio Taping, Photographing of Personnel.** The videotaping, audio taping or photographing of Archbright™ Personnel by any means is strictly prohibited unless prior written or e-mail authorization is granted by Archbright™.

MEMBERSHIP APPLICATION

Organization Name: _____

Other Names Known By: _____

Mailing Address: _____

Address City State Zip

Street Address: (If different) _____

Address City State Zip

Telephone: (_____) _____ Organization Type (501(c)(3)): _____

Public Sector Employer: _____ NAICS Code: _____

Organization Web Address: _____

Total number of employees in Washington, Idaho, and/or Oregon: _____

L&I account number: _____ **Membership Tier choice:** _____

REQUIRED CONTACTS:

| | | | |
|----------------------------------|-------|------------------|-------|
| MAIN Contact (required) | Title | Email (Required) | Phone |
| CEO/President Contact (required) | Title | Email (Required) | |
| HR Contact (required) | Title | Email (Required) | |
| Billing Contact (required) | Title | Email (Required) | |
| Controller/CFO | Title | Email (Required) | |
| General Manager | Title | Email (Required) | |
| Safety Manager | Title | Email (Required) | |
| Group Retro Contact | Title | Email (Required) | |
| Survey Contact | Title | Email (Required) | |

How Did You Hear About Archbright™? Former member Purchased/Participated in Archbright™ Survey

Referral: _____ Other: _____

EFFECTIVE DATE OF MEMBERSHIP: 1st of _____ (month), _____ (year)

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Authorized Representative Signature: _____

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1.2. **Expenses.** Member will reimburse Archbright™ for expenses that Archbright™ reasonably incurs in connection with delivery of any Services.

1.3. **Invoices.** (a) Dues. Member agrees to pay Archbright™ all dues within 30 days after receipt of Archbright™ dues invoice. b) Fees and Expenses. Member will pay Archbright™ all amounts within 15 days after receipt of Archbright™ invoice. Member is responsible for all applicable taxes, duties or other charges, including sales or use taxes, imposed by any federal, state or local governmental entity on Dues Rates and Services.

2. Term

2.1. The initial term of this Agreement shall be for a period of one (1) year based on a calendar year or pro rata based on membership date and shall automatically renew for additional one (1) year terms (the initial term and all renewal terms are collectively referred to as the “term”) unless earlier terminated in accordance with section 2.2.

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3.2. **Electronic Materials.** Electronic materials as used within this Agreement and pursuant to any SOW shall mean all electronic materials created by Archbright™ for Member and delivered or communicated to Member by or on behalf of Archbright™, including but not limited to all drafts and final revisions, electronic copies, video components, audio components, DVD or CD versions, derivative works, and all correspondence and written communication incident thereto.

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3.4. **Trade Secrets.** The written and electronic materials, any information relating to the use of the same, and any methodologies embodied therein are confidential trade secrets and remain the exclusive property of Archbright™.

3.5. **Videotaping, Audio Taping, Photographing of Personnel.** The videotaping, audio taping or photographing of Archbright™ Personnel by any means is strictly prohibited unless prior written or e-mail authorization is granted by Archbright™.

North Whidbey Pool, Park, and Recreation District Commissioner Communication

| | | |
|---|--|--|
| Meeting Date: 9/22/2020 | Page 1 of 1 | Item: Resolution 2020-06, Authorizing the Investment of North Whidbey Pool, Park, and Recreation District Monies in the Island County Treasurer Pool, A Local Government Pool |
| Agenda No: IX.D. | Presented by: Jay Cochran | |
| <p>BACKGROUND: Approval of Resolution 2020-06, Authorizing the Investment of North Whidbey Pool, Park, and Recreation District Monies in the Island County Treasurer Investment Pool, A Local Government Pool.</p> | | |
| <p>RECOMMENDED MOTION: I motion to approve Resolution 2020-06, authorizing the investment of North Whidbey Pool, Park, and Recreation District monies in the Island County Treasurer Investment Pool.</p> | | |
| | | |

Island County Treasurer's Investment Pool

A Local Government Investment Pool
Initiated January 1, 2019

Discussion topics to be covered:

- Internal investment pool or external investment pool?
- Why an external investment pool?
- Advantages of participation to special purpose districts
- Advantages to county
- Authority of county treasurer to invest
- Overview of investment pool structure
- Oversight of investment pool operations
- For Participants: processing investment requests and withdrawals
- For Participants: investment reporting
- Getting started

Internal investment pool or external investment pool?

An **internal investment pool** holds County funds separately from special purpose district funds.

Prior to January 1, 2019, Island County had an internal investment pool consisting of overnight money held in the Washington State Treasurer's Local Government Investment Pool (LGIP), and a variety of Treasury Bonds, Federal Agency Bonds, and Municipal Bonds of Local and Other State Governments. Special purpose districts' directed invested funds were held only in the Washington LGIP, a subset of the County's LGIP account.

An **external investment pool** combines all funds managed by the County Treasurer into one "pool".

The external pool still holds money market funds, Treasury Bonds, Federal Agency Bonds, and Municipal Bonds, but in greater quantity and flexibility to adapt to changes in market conditions. The County and the districts have access to all investment types. Each entity participates by purchasing/investing "shares" of the pool equal to a specific dollar amount.

Why an external investment pool?

The external pool structure allows the County to better identify and analyze its fiduciary and investment services provided by the Treasurer's Office.

Investment pool operations are accounted for separately from the general (current expense) fund and are not subject to budgetary limitations.

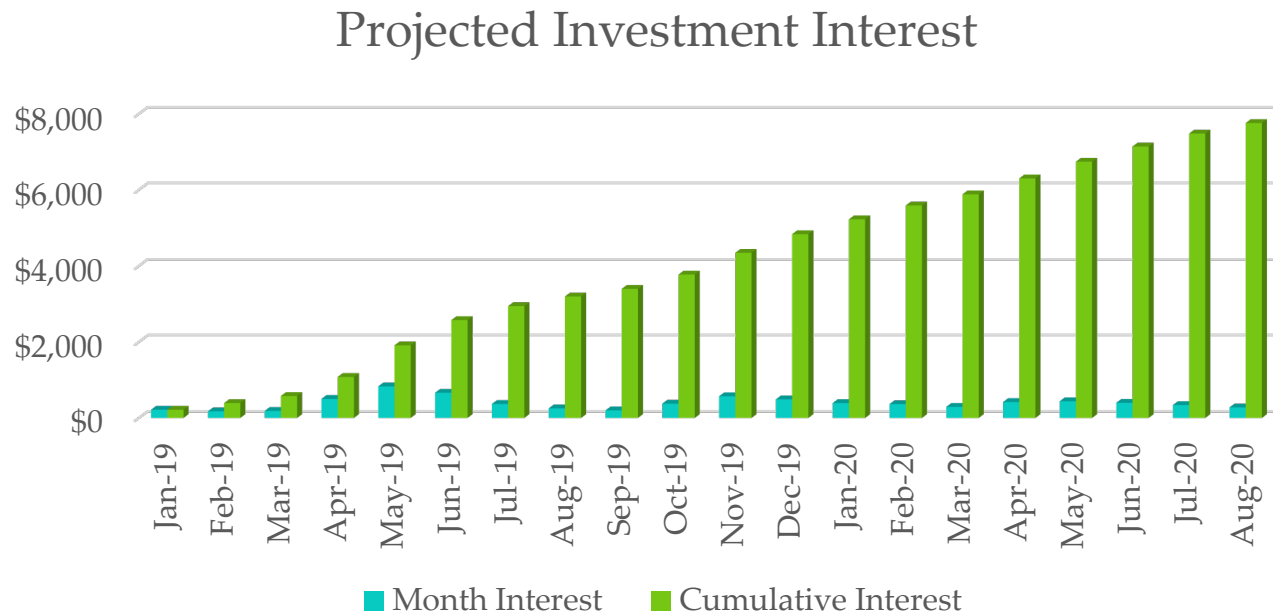
Advantages of pool participation for special purpose districts

Under this arrangement, special purpose districts have the opportunity to self direct their own investments to:

- Earn interest on excess cash until needed
- Earn higher yields due to the availability of longer-term securities with greater coupon rates (dependent on market conditions),
- Reflect interest income as earned (accrued), not by actual receipt of cash,
- Realize and share in benefits of purchasing at larger volumes,
- Have greater diversification of investments, providing lower concentration risk,
- Have access to investment expertise of County staff and resources, and
- Invest excess cash on hand until needed to meet requirements with minimal effort.

Example of investment earnings (for N Whidbey Pool, Park & Recreation District)

Using actual average monthly cash balances during the period 1/1/2019 – 8/31/2020, the graph below illustrates the monthly and cumulative investment earnings that could have been earned had the cash been invested (earnings from prior periods are not a guarantee of future performance).



Advantages to County

This arrangement provides an opportunity to separate Investment services from the other functions of the Treasurer's Office, thereby enhancing accountability to its participants.

An external investment pool exists as a fiduciary fund at the county level. It holds the investments purchased to earn investment interest income and any gains or losses on sales. It invests excess cash not needed to meet current requirements and schedules investment maturities to meet future needs.

The special purpose fund accrues interest payments earned on the holdings, and redistributes them to participants, less a fee based on the average investment balance per month of each participant.

Authority of County Treasurer to Administer (External) Investment Pool

Counties, as the local arm of state government, operate under the Revised Code of Washington (RCW) and Washington Administrative Code (WAC) statutes.

RCW 36.29.22: Upon the request of one or several units of local government that invest their money with the county under the provisions of RCW [36.29.020](#), the treasurer of that county may combine those units' moneys for the purposes of investment.

RCW 36.29.24: The county treasurer may deduct the amounts necessary to reimburse the treasurer's office for the actual expenses the office incurs and to repay any county funds appropriated and expended for the initial administrative costs of establishing a county investment pool provided in RCW [36.29.022](#). These funds shall be used by the county treasurer as a revolving fund to defray the cost of administering the pool without regard to budget limitations. Any credits or payments to political subdivisions shall be calculated and made in a manner which equitably reflects the differing amounts of the political subdivision's respective deposits in the county investment pool and the differing periods of time for which the amounts were placed in the county investment pool. A county investment pool must be available for investment of funds of any local government that invests its money with the county under the provisions of RCW [36.29.020](#), and a county treasurer shall follow the request from the local government to invest its funds in the pool. As used in this section "actual expenses" include only the county treasurer's direct and out-of-pocket costs and do not include indirect or loss of opportunity costs. As used in this section, "direct costs" means those costs that can be identified specifically with the administration of the county investment pool. Direct costs include: (1) Compensation of employees for the time devoted and identified specifically to administering the pool; and (2) the cost of materials, services, or equipment acquired, consumed, or expended specifically for the purpose of administering the pool.

Authorized Investments for Public Funds

Counties, as the local arm of state government, operate under the Revised Code of Washington (RCW) and Washington Administrative Code (WAC) statutes.

RCW 36.29.020: The county treasurer may invest in savings or time accounts in designated qualified public depositories, in certificates, notes, or bonds of the United States, or other obligations of the United States or its agencies, or of any corporation wholly owned by the government of the United States; in bankers' acceptances purchased on the secondary market, in federal home loan bank notes and bonds, federal land bank bonds and federal national mortgage association notes, debentures and guaranteed certificates of participation, or the obligations of any other government sponsored corporation whose obligations are or may become eligible as collateral for advances to member banks as determined by the board of governors of the federal reserve system or deposit such funds or any portion thereof in investment deposits as defined in RCW [39.58.010](#) secured by collateral in accordance with the provisions of chapters [39.58](#) and [39.59](#)

Overview of Investment Pool Structure (I)

Investment Objectives (in order or priority):

1. Safety of principal invested
2. Sufficient liquidity to meet participants' operating requirements
3. Attainment of a market-average rate of return throughout budgetary and economic cycles taking into account cash flow characteristics and in keeping with accepted financial management practices and procedures of all participants

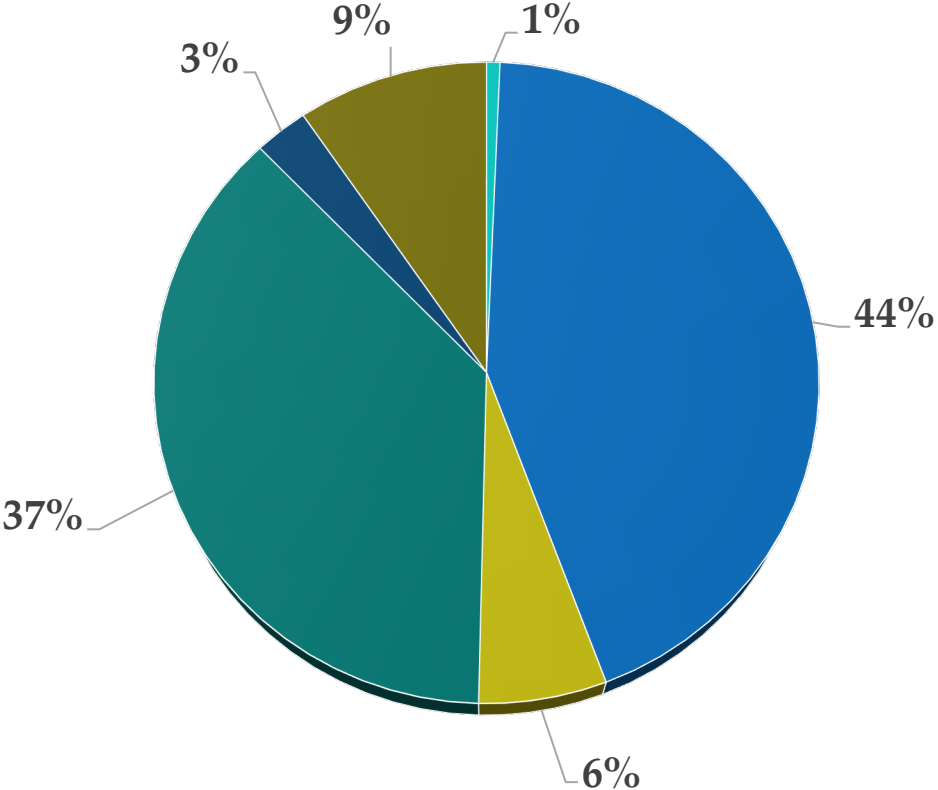
Overview of Investment Pool Structure (II):

Investment Diversification Limitations – concentrations are limited to:

| | |
|--|------|
| Washington State (WA) Local Government Investment Pool | 100% |
| U.S. Treasury Obligations | 100% |
| Federal Agency Securities | 90% |
| Municipal Investment Accounts | 40% |
| Certificates of Deposit | 40% |
| Repurchase Agreements (Repos) | 40% |
| Bonds of the State of WA or any local government in the State of WA | 20% |
| Bonds of other states or local governments of a state other than the State of WA | 15% |

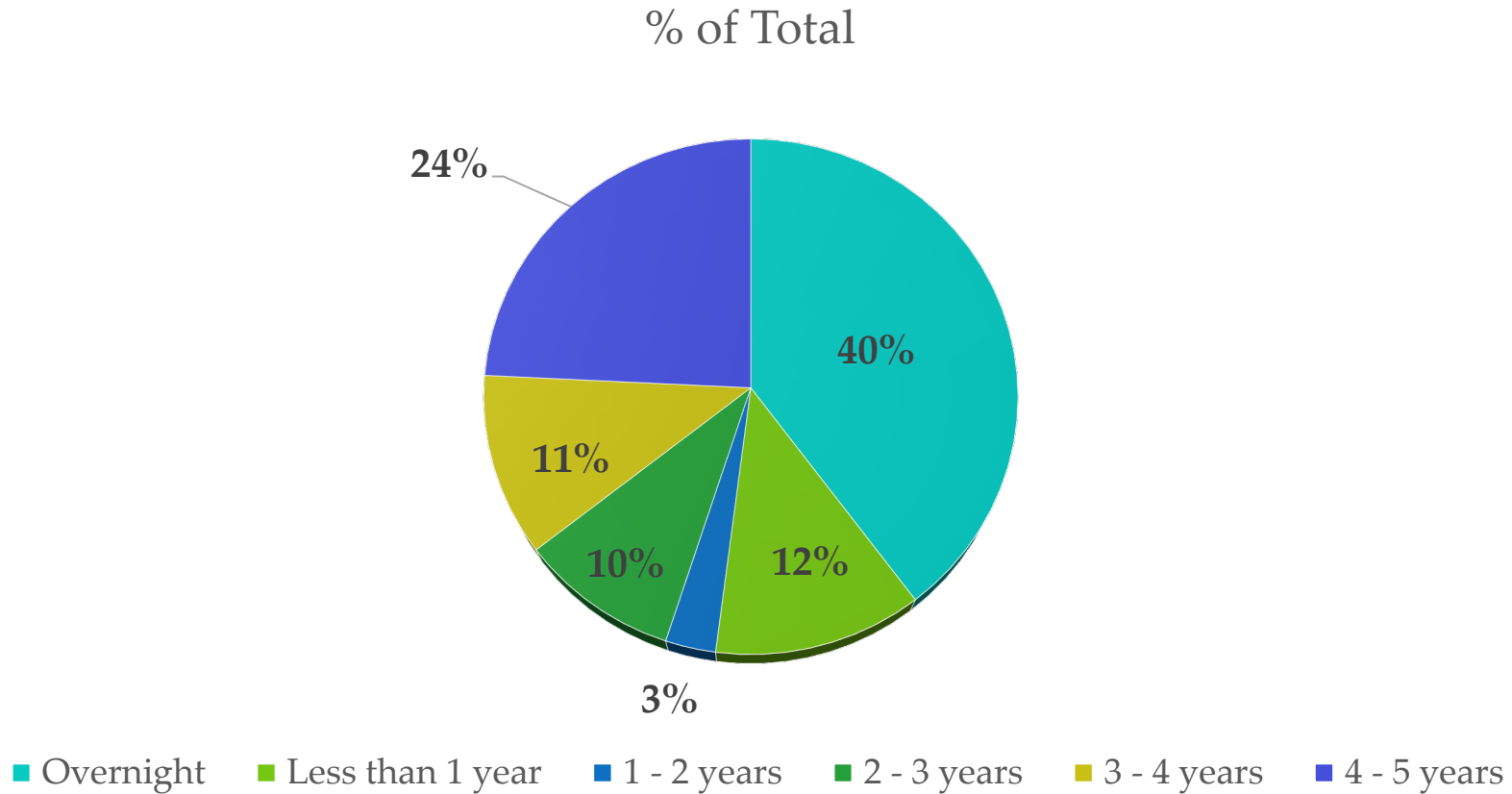
Portfolio Diversification as of 9.17.20

% of Total



- Treasury Bills
- Federal Agency Bonds
- WA State or Local Gov't Bonds
- WA State LGIP
- Money Market (Bank)
- Other State or Local Gov't Bonds

Portfolio Maturity Brackets as of 9.17.20



Oversight of Investment Pool Operations

Investment decisions are governed by the Island County Investment Policy:

<https://www.islandcountywa.gov/Treasurer/Documents/Island%20County%202020%20Re-approved%20Investment%20Policy.pdf>

Investment Operations are overseen by the Finance Committee, which meets quarterly on the 4th Tuesday of January, April, July, and October:

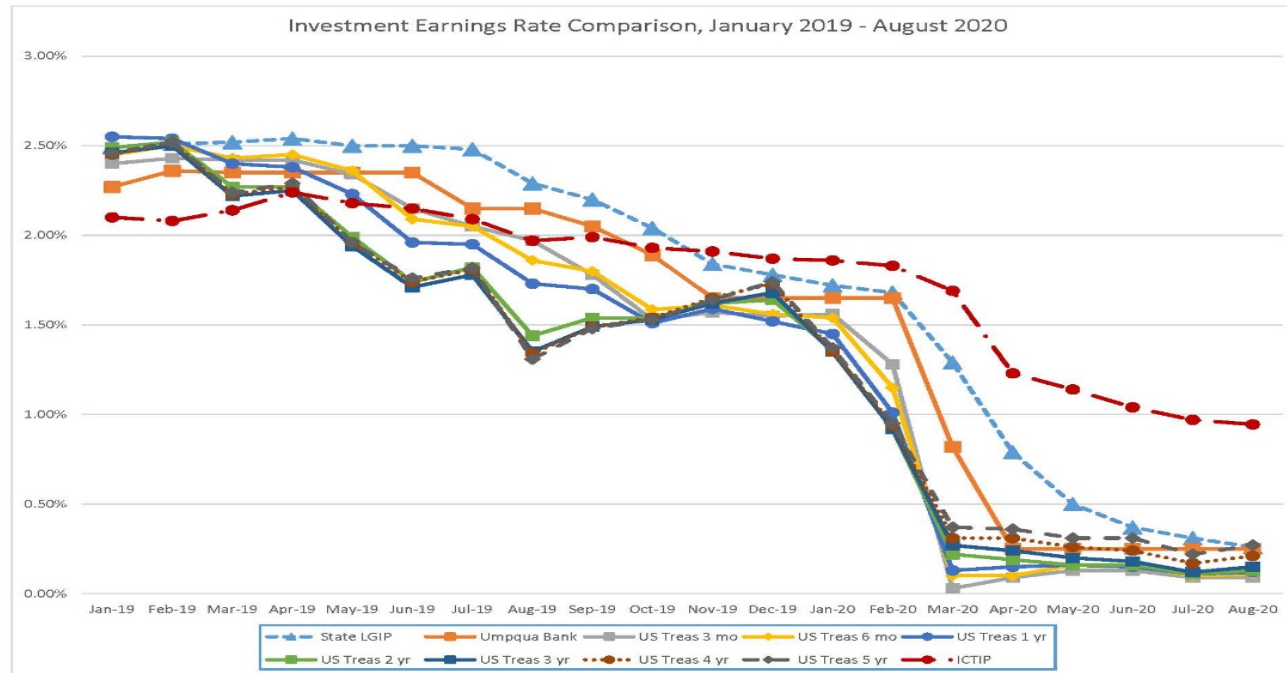
- Chair – County Treasurer
- Secretary – County Auditor
- Rotating Member – Board of Island County Commissioners Chair

Finance Committee Reports are posted on the Island County website:

<https://www.islandcountywa.gov/Treasurer/Pages/Finance.aspx>

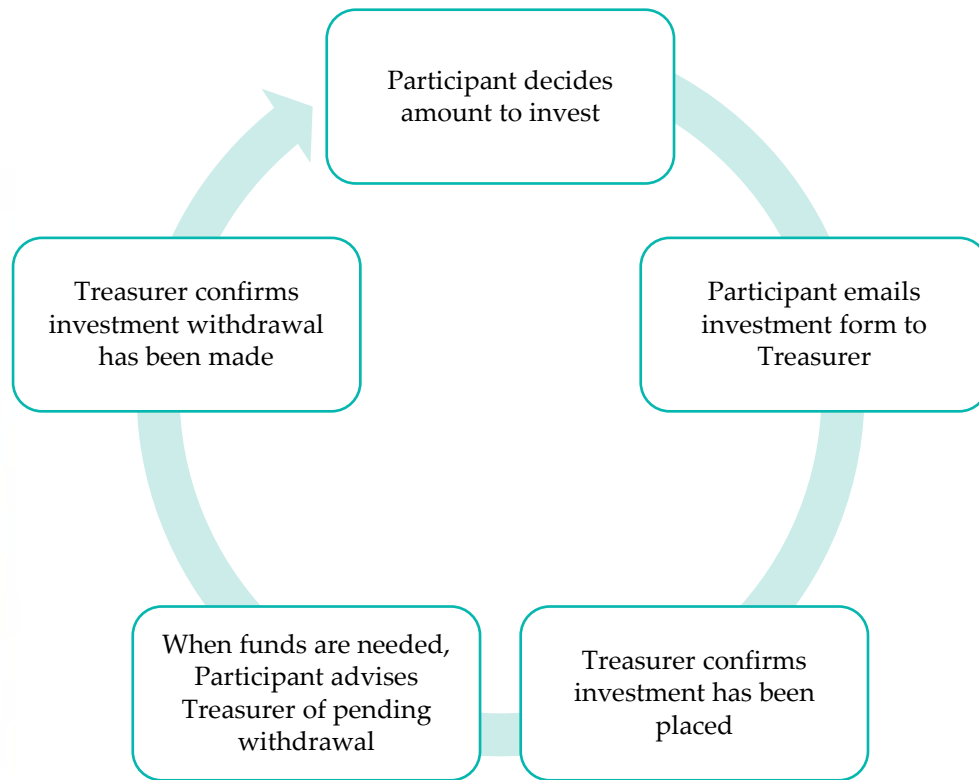
County Treasurer has authority to invest and manage funds

Comparative Yields of Typical Public Funds Investment Options as of 8.31.20*



*Past results are neither indicative of nor a guarantee of future performance, which is dependent on market conditions.

For Participants: Processing Investment Requests and Withdrawals



- Using provided sample investment request, participant emails form to Treasurer's Office
- Treasurer emails confirmation of investment purchase
- Using provided sample investment withdrawal notification and two days prior to date funds are required, participant emails Treasurer's Office
- Treasurer emails confirmation of investment withdrawal
- Funds are available for payables or other needs

For Participants: Investment Reporting You Will Receive

- Confirmation of investment request
- Confirmation of investment withdrawal
- Monthly Treasurer's Report by fund including investments purchased, withdrawn, and accrued interest earnings
- Monthly Treasurer's Report posted on website with current rate information
- Quarterly Finance Committee Report posted on website with Investment Compliance Reporting

| Description | Frequency | Provider |
|----------------------------|-----------|------------|
| Investment Request | Daily | Accountant |
| Investment Withdrawal | Daily | Accountant |
| Treasurer's Report by Fund | Monthly | Accountant |

Getting started . . .

1. Review the information posted on the Island County Treasurer's website about the Island County Treasurer's Investment Pool (ICTIP)
<https://www.islandcountywa.gov/Treasurer/Pages/Investments.aspx>
2. Request explanatory letter, sample forms for participation in ICTIP, appointment of an investment or auditing officer , and investment transaction request (invest or withdrawal) from Treasurer's Office
3. Pass resolution authorizing participation
4. Sign and return forms for participation, authorized officer, and transaction request
5. Begin earning investment interest on excess cash

Island County Treasurer's Office 360-679-7302
ICTInvestments@islandcountywa.gov

Wanda J. Grone, CPA – County Treasurer

A Resolution Authorizing the Investment of)
North Whidbey Pool, Park, and Recreation)
District Monies In the Island County Treasurer)
Investment Pool, A Local Government Pool)

Resolution 2020-06

WHEREAS, pursuant to RCW 36.29.022, three units of local government may request the County Treasurer to combine those units monies for the purposes of investment; and

WHEREAS, the North Whidbey Pool, Park, and Recreation District does hereby find that the deposit and withdrawal of money in a local government investment pool in accordance with the provisions of the chapter for the purposes of investment as stated therein are in the best interests of the North Whidbey Pool, Park, and Recreation District; and.

WHEREAS, We attest by our signatures that we have been duly authorized and empowered to enter into this agreement;

NOW, THEREFORE, BE IT RESOLVED that the North Whidbey Pool, Park, and Recreation District does hereby authorize the deposit and withdrawal of monies in a local government investment pool with the County Treasurer in accordance with this chapter for the purposes of investment as stated therein; and

BE IT FURTHER RESOLVED that pursuant to the attached form, the following investment District's Auditing Officer shall be authorized to order the deposit or withdrawal of monies in a local government investment pool.

PASSED AND ADOPTED by the North Whidbey Pool, Park, and Recreation District of the County of Island on this _____ day of _____, 20____

Christopher Wiegenstein, Commissioner

Juli Brooks-Leete, Commissioner

Sean Merrill, Commissioner

Patricia (Pat) Hardin, Commissioner

John Chargualaf, Commissioner

ATTEST:

Secretary to the Board

North Whidbey Pool, Park, and Recreation District Commissioner Communication

| | | |
|--|---|--|
| Meeting Date: 9/22/2020 | Page 1 of 1 | Item: Investment Presentation by Wanda Grone, County Treasurer, Investment Authorization Form |
| Agenda No: IX.D.2. | Presented by: Wanda Grone, County Treasurer | |
| BACKGROUND: Approval of Investment Authorization Form to withdraw authorized funds out of the Investment Pool as needed. | | |
| RECOMMENDED MOTION: I motion to approve that the Investment Authorization Form authorizing the withdraw of authorized funds out of the Investment Pool as needed, be approved as written. | | |
| | | |

Investment Authorization Form

Date:

TO: Island County Treasurer's Office
 Attn: Investment Officer
ICTInvestments@co.island.wa.us

_____ authorizes the Island County Treasurer
(District/Agency or other Entity)

to process the following request on _____ to/from the
(Date)

Island County Treasurer's Investment Pool, a local government investment pool program. It is understood that each transaction requires two business days' notice.

| Transaction Type (Invest or Withdraw) | Fund Number & Name (Three digits) | Dollar Amount |
|--|--------------------------------------|---------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| TOTAL TRANSACTION AMOUNT | | \$ _____ |

By _____
 Signature of Authorized Auditing Officer

North Whidbey Pool, Park, and Recreation District Commissioner Communication

| | | |
|---|-------------------------------------|--|
| Meeting Date: 9/22/2020 | Page 1 of 1 | Item: Resolution 99-71 A resolution of the Board of Commissioner of the North Whidbey Park and Recreation District for purchasing and public works contracting establish a vendor list process for the purchase of supplies materials and equipment and small works roster process to award public works contracts. |
| Agenda No: X.A | Presented by: Jay Cochran | |
| <p>BACKGROUND: Review Resolution 99-71 because Director Cochran will recommend repealing and replacing this resolution with Resolution 2020-07, and then a purchasing resolution in the future that I am currently working on.</p> | | |
| <p>RECOMMENDED MOTION:</p> | | |
| | | |

RESOLUTION NO. 99-71

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE NORTH WHIDBEY PARK AND RECREATION DISTRICT LOCATED IN ISLAND COUNTY, WASHINGTON, ON THE SUBJECT OF PURCHASING AND PUBLIC WORKS CONTRACTING; ESTABLISHING A VENDOR LIST PROCESS FOR THE PURCHASE OF SUPPLIES, MATERIALS, AND EQUIPMENT AND SMALL WORKS ROSTER PROCESS TO AWARD PUBLIC WORKS CONTRACTS.

WHEREAS, in order to maintain public confidence, the procedures for public procurements should assure that public funds are spent with propriety in accordance with the law;

WHEREAS, in order to implement these procedures, the Board of Commissioners are required by law to adopt a resolution establishing specific procedures for a vendor list and small works roster processes;

NOW, THEREFORE,

THE BOARD OF COMMISSIONERS OF THE NORTH WHIDBEY PARK AND RECREATION DISTRICT, HEREBY RESOLVES AS FOLLOWS;

Section 1. The following vendor list purchasing procedures and small works roster procedures are established for use by the District, pursuant to RCW 39.04.

A. Purchase of Materials, supplies or Equipment.

1. **Cost.** The District is not required to use formal sealed bidding procedures or the procedures set forth in this resolution to purchase materials, supplies, or equipment where the cost of same will not exceed seven thousand five hundred dollars (\$7500). When the District desires to purchase materials, supplies, or equipment estimated to cost between seven thousand five hundred dollars (\$7500) to fifteen thousand dollars (\$15,000), the procedures set forth in subsections A.2. through A.6. may be used.
2. **Publication of Notice.** At least twice a year, the District shall publish, in the Whidbey News Times and the Daily Journal of Commerce, notice of the existence of the District's roster of vendors for materials, supplies, and equipment, and shall solicit names of vendors for the roster.

3. **Telephone Quotations.** The District shall use the following process to obtain telephone quotations from vendors for the purchase of materials, supplies, or equipment;

- a) a written description shall be drafted of the specific materials, supplies, or equipment to be purchased, including the number, quantity, quality, and type desired, the proposed delivery date, and any other significant terms of purchase;
- b) a District employee shall make a good faith effort to contact at least three of the vendors on the roster established according to subsection 2 above and, reading from the written description, obtain telephone quotations from the vendors on the required materials, supplies, or equipment;
- c) at the time such telephone quotations are solicited, the District employee shall not inform a vendor of any other vendor's bid on the materials, supplies, or equipment;
- d) a written record shall be made by the District employee of each vendor's bid on the materials, supplies, or equipment, and of any conditions imposed on the bid by such vendor;
- e) all of the telephone bids or quotations shall be collected and presented at the same time to the Director for consideration, determination of the lowest responsible bidder, and award of the contract.

4. **Determining Lowest Responsible Bidder.** The District shall purchase the materials, supplies, or equipment from the lowest responsible bidder, provided that whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and the District may call for new bids or enter into direct negotiations to achieve the best possible price. The following factors, in addition to price, may be taken into account by the District in determining the lowest responsible bidder:

- a) any preferences provided by law to Washington products and vendors;
- b) the quality of the materials, supplies, and equipment to the District's specifications;
- c) the conformity of the materials, supplies, and equipment to the District's specifications;
- d) the purposes for which the materials, supplies, and equipment are required;
- e) the times for delivery of the materials, supplies, and equipment;

- f) the character, integrity, reputation, judgment, experience, and efficiency of the bidder; and
 - g) such other information as may have a bearing on the decision to purchase the materials, supplies, or equipment.
5. **Award.** Immediately after the contract award is made, the written record of each vendor's bids or quotations shall be open to public inspection and available to the public by telephone inquiry. Any contract awarded under this subsection need not be advertised.
6. **Posting.** A list of all contracts awarded under the above procedures must be posted at the John Vanderzicht Memorial Pool's Public Notices Board, on the 15th once every two months. The list shall contain the name of the vendor awarded the contract, the amount of the contract, a brief description of the items purchased under the contract, and the date it was awarded. The list shall also state the location where the bid quotations are available for public inspection.

B. Public Works Contracts.

1. **Cost.** The District may need not comply with formal sealed bidding procedures for contracting public works where the estimated cost does not exceed One Hundred Thousand Dollars (\$100,000), which includes the costs of labor, material, and subsections B.2. through B.8.
2. **Number of Rosters.** The District may create a single general small works roster or may create multiple small works rosters for different categories of anticipated work.
3. **Contractors on Small works Roster(s).** The small works roster(s) shall consist of contractors who:
- a) have requested to be on the roster(s); and
 - b) are properly licensed or registered in this state to perform the work.
4. **Publication.** Twice a year, the District shall publish a notice in the Whidbey News Times and the Daily Journal of Commerce, stating the existence of the small works roster(s) and shall solicit names of contractors for the roster(s).

5. **Telephone or Written Quotations.** The District shall obtain telephone or written quotations for public works contracts under this section as follows:

- a) the District shall write a description of the scope and nature of the work to be done, together with any other specifications material to the bid;
- b) a District employee shall contact at least five appropriate contractors from the small works roster(s) and, reading from the written description, obtain telephone or written bids from the contractors. At the time each of the bids are solicited, the District's representative shall not inform a contractor of the terms or amount of any other contractor's bid for the same project;
- c) once a contractor has been afforded an opportunity to submit a proposal, that contractor shall not be offered another opportunity until all other appropriate contractors on the roster have been given an opportunity to submit a bid;
- d) a written record shall be made by the District representative of each contractor's bid on the project and of any conditions imposed on the bid;
- e) all of the telephone bids or quotations shall be collected and presented at the same time to the Director for consideration, determination of the lowest responsible bidder, and award of the contract.

6. **Determining Lowest Responsible Bidder.** The North Whidbey Park & Recreation District Board of Commissioners shall award the contract for the public works project to the lowest responsible bidder provided that, whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and the Board of Commissioners may call for new bids or enter into direct negotiations to achieve the best possible price. In addition to price, the Board of Commissioners shall take into account all the factors described in Subsection A.4. of this resolution, together with the following.

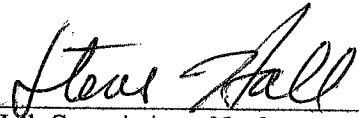
- a) the ability, capacity, and skill of the bidder to perform the contract;
- c) whether the bidder can perform the contract within the time specified by the District;
- d) the quality of the bidder's performance of previous contracts or services;

- e) the previous and existing compliance by the bidder with laws relating to the contract or services.
7. **Award.** Immediately after the contract award is made, the written record of each contractor's bids or quotations shall be open to public inspection and available to the public by telephone inquiry. Any contract awarded under this subsection need not be advertised.
8. **Posting.** A list of all contracts awarded under the above procedures must be posted at John Vanderzicht Memorial Pool Public Notice Board on the 15th at least once every two months. The list shall contain the name of the contractor awarded the contract, and the date it was awarded. The list shall also state the location where the bid quotations are available for public inspection.


ADOPTED this 20th day of July, 1999



T.J. Harmon, Commissioner No. 1



Steve Hall, Commissioner No. 2



Ron Telles, Chair



Brien Lillquist, Commissioner No. 4



Harvey Prosser, Commissioner No. 5

North Whidbey Pool, Park, and Recreation District Commissioner Communication

| | | |
|---|--|--------------------------------------|
| Meeting Date: 9/22/2020 | Page 1 of 1 | Item: MRSC Resolution 2020-07 |
| Agenda No: IX.B. | Presented by: Jay Cochran | |
| <p>BACKGROUND: Discussion and review of Resolution 2020-07.</p> <p>Update 9/22/2020- For section 4. Award, our attorney asks “(DO YOU NOT WANT TO INCLUDE THE OPTION FOR THE BoC TO DELEGATE SECTION TO THE DD FOR CERTAIN MATTERS BASED ON COST??)”</p> | | |
| <p>RECOMMENDED MOTION: I motion to approve the Resolution 2020-07 Establishing a Small Works Rosters with MRSC.</p> | | |
| | | |

A resolution of the Board of Commissioners) Resolution 2020-07
of North Whidbey Pool, Park, and)
Recreation District (District),)
Washington, on the subjects of establishing)
a small public works roster process to)
award public works contracts, and)
consulting services roster for)
professional services.)

WHEREAS, RCW 39.04.155 and other laws regarding contracting for public works by municipal corporations, allow certain contracts to be awarded by a small works roster process; and

WHEREAS, Ch. 39.80 RCW and other laws regarding contracting for consulting services by municipal corporation allow certain contracts to be awarded by a consultant roster process; and

NOW, THEREFORE, BE RESOLVED the Board of Commissioners of North Whidbey Pool, Park, and Recreation District, Washington, hereby follows:

Section 1. Resolution No. 99-71 is hereby repealed.

Section 2. MRSC Rosters. The District wants to contract with the Municipal Research and Services Center of Washington (MRSC) to have their official rosters hosted in the online database for municipal corporation use for small public works contracts and consulting services, developed and maintained by MRSC through MRSC Rosters and authorizes municipal corporation District Director to sign that contract.

Section 3. Small Public Works Roster. The following small works roster procedures are established for use by the municipal corporation pursuant to RCW 39.04.155:

1. **Cost.** The municipal corporation need not comply with formal sealed bidding procedures for the construction, building, renovation, remodeling, alteration, repair, or improvement of real property where the estimated cost does not exceed the limit established for the small works roster process in RCW 39.04.155 or other authorizing agency statute, which includes the costs of labor, material, equipment, sales, or use taxes as applicable. Instead, the municipal corporation may use the Small Public Works Roster procedures for public works projects as set forth in this resolution. The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the small works roster process.
2. **Publication.** At least once a year, MRSC shall, on behalf of the municipal corporations, publish in a newspaper of general circulation within the municipality's jurisdiction a notice of the existence of the small works roster and solicit the names of contractors for the small works roster. MRSC shall add responsible contractors to the small works roster at any time that a contractor completes the online application provided by MRSC, and meets minimum State requirements for roster listing.
3. **Telephone, Written, or Electronic Quotations.** The municipal corporation shall obtain telephone, written, or electronic quotations for public works contracts from contractors on the

appropriate small works roster to assure that a competitive price is established and to award contracts to a contractor who meets the mandatory bidder responsibility criteria in RCW 39.04.350(1). The municipal corporation may establish supplementary bidder criteria under RCW 39.04.350(3) to be considered in the process of awarding a contract.

- a) A contract awarded from a small works roster will not be advertised. Invitations for quotations shall include an estimate of the scope and nature of the work to be performed, materials, and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation.
- b) Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. "Equitably distribute" means that the municipal corporation may not favor certain contractors on the appropriate small works roster over other contractors on the appropriate small works roster who perform similar services.

If the estimated cost of the work is from one hundred and fifty thousand dollars (\$150,000) up to the authorized threshold for the use of the small works roster process in RCW 39.04.155 or other authorizing agency statutes, the municipal corporation may choose to solicit bids from less than all the appropriate contractors on the appropriate small works roster. When such an election is made, the municipal corporation must notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought. The municipal corporation has the sole option of determining whether this notice to the remaining contractors is made by:

- (i) publishing a notice in a legal newspaper in general circulation in the area where the work is to be done;
 - (ii) mailing a notice to these contractors; or
 - (iii) sending a notice to these contractors by facsimile or email.
- c) At the time bids are solicited, the municipal corporation representative shall not inform a contractor of the terms or amount of any other contractor's bid for the same project;
 - d) The municipal corporation representative shall make a written record of each contractor's bid on the project and any conditions imposed on the bid. Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry.

4. **Limited Public Works Process.** The municipal corporation may award a contract for work, construction, alteration, repair, or improvement projects using the limited public works process if the project cost is equal to or less than the amount established in RCW 39.04.155(3). For a limited public works project, the municipal corporation will solicit electronic or written quotations from a minimum of three contractors from the appropriate small works roster and shall award the contract to the lowest responsible bidder as defined under RCW 39.04.010. After an

award is made, the quotations shall be open to public inspection and available by electronic request.

For limited public works projects, the municipal corporation may waive the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW, thereby assuming the liability for the contractor's nonpayment of laborers, mechanics, subcontractors, material men, suppliers, and taxes imposed under Title 82 RCW that may be due from the contractor for the limited public works project. However, the municipal corporation shall have the right of recovery against the contractor for any payments made on the contractor's behalf.

The municipal corporation shall maintain a list of the contractors contacted and the contracts awarded during the previous 24 months under the limited public works process, including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date the contract was awarded.

- 5 **Determining Lowest Responsible Bidder.** The Board of Commissioners shall award the contract for the public works project to the lowest responsible bidder provided that, whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected, and the Board of Commissioners may call for new bids. A responsible bidder shall be a registered or licensed contractor who meets the mandatory bidder responsibility criteria established by Chapter 133, Laws of 2007 (SHB 2010), and who meets any supplementary bidder responsibility criteria established by the municipal corporations.
6. **Award.** All of the bids or quotations shall be collected by the District Director or his designee.
 - a) The District Director or her designee shall then present all bids or quotations and a recommendation for the award of the contract to the Board of Commissioners. The Board of Commissioners shall consider all bids or quotations received, determine the lowest responsible bidder, and award the contract; or
 - b) If the Board of Commissioners delegates the authority to award bids to the District Director of the municipal corporation for public works projects costing less than or equal to \$30,000.00, the District Director shall have the authority to award public works contracts without the Board of Commissioners approval, provided that the Board of Commissioners shall ratify the District Director's approval at the next scheduled Board of Commissioners meeting by means of the consent agenda. For public works projects costing more than \$30,000.00, the Board of Commissioners shall award all public works contracts.

Section 4. Consulting Services Roster. The following consulting services roster procedures are established for use by the municipal corporation pursuant to RCW 39.80.030:

1. **Consulting Services.** Consulting services are professional services with a primarily intellectual output or product and include architectural and engineering services as defined in RCW 39.80.020.

2. **Publication.** At least once a year, MRSC shall, on behalf of the municipal corporation, publish in a newspaper of general circulation within the municipality's jurisdiction a notice of the existence of the consulting service's roster and solicit the names of consultants for the consulting service's roster. MRSC shall add responsible consultants to the consulting service's roster at any time that a consultant completes the online application provided by MRSC, upload a Statement of Qualifications, and meets minimum State requirements for roster listing.

3. **Review and Selection of the Statement of Qualifications Proposals.** The municipal corporation shall use the following process to select the most highly qualified Architectural or Engineering firm off of the Consulting Services Roster to provide the required services:
 - a) The Board of Commissioners shall establish criteria that the District Director, or their designee, must consider in evaluating Architectural or Engineering firms for a given project. Such criteria shall include a plan to ensure that minority and women-owned firms and veteran-owned firms are afforded the maximum practicable opportunity to compete for and obtain public contracts for architectural or engineering services. The level of participation by minority and women-owned firms and veteran-owned firms shall be consistent with their general availability within the jurisdiction of the North Whidbey Pool, Park and Recreation District.
 - b) The District Director, or their designee, shall evaluate the written statements of qualifications and performance data on file with the North Whidbey Pool, Park, and Recreation District at the time that architectural or engineering services are required;
 - c) Such evaluations shall be based on the criteria established by the Board of Commissioners; and
 - d) The District Director, or their designee, shall conduct discussions with one or more firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services.
 - e) The firm deemed most highly qualified by the agency to do the project will be selected.

4. **Award.**
 - a) The Board of Commissioners considers the proposal received and awards the contract.

PASSED this ___ day of _____, 20__ and signed in authentication of its passage this ___ day of _____, 20__.

 Christopher Wiegenstein, Commissioner

 Juli Brooks-Leete, Commissioner

Sean Merrill, Commissioner

Patricia (Pat) Hardin, Commissioner

John Chargualaf, Commissioner

ATTEST:

Secretary for the Board

APPROVED AS TO FORM:

Patrick L. Hinton (WSBA 31473),
NORTH WHIDBEY POOL, PARK,
and RECREATION DISTRICT
ATTORNEY

North Whidbey Pool, Park, and Recreation District Commissioner Communication

| | | |
|--|-------------------------------------|--|
| Meeting Date: 9/22/2020 | Page 1 of 1 | Item: MRSC Washington Public Agency Contract Small Public Works and Consultant Roster |
| Agenda No: X.C | Presented by: Jay Cochran | |
| BACKGROUND: Review the contract for MRSC | | |
| RECOMMENDED MOTION: I motion to approve the contract with MRSC to have our Small Public Works and Consulting Services roster hosted on their online database. | | |
| | | |



Washington Public Agency Contract Small Works and Consultant Rosters

This contract (the "Contract") is made by and between Municipal Research and Services Center of Washington ("MRSC"), a not-for-profit corporation, and the Washington local government (the "Public Agency"),

1. Purpose. The purpose of this Contract is to provide the Public Agency with membership in MRSC Rosters.
2. Scope of Services. MRSC shall host the entire Public Agency's individual Small Public Works Roster ("Small Works Roster") and individual Consultant Roster ("Consultant Roster"), (collectively "Rosters"). MRSC shall advertise at least annually for the Small Works Roster and Consultant Roster in accordance with statutory requirements on behalf of the Public Agency. MRSC will assist small public works and consultant business (collectively, "businesses") with roster registration throughout the year, receive applications, review applicant eligibility for compliance with basic statutory eligibility requirements, and maintain business applications in an online database.
3. Effective Date and Term. This Contract shall be effective in the year in which it is signed on either May 1 if signed prior to May 1 or December 1 if signed prior to December 1, for a period of one year.
4. Access to MRSC Rosters by Public Agency Prior to Legal Notice. As of the Contract effective date, the Public Agency may access the MRSC Rosters database at www.mrscrosters.org by entering its account login information, as will be provided by MRSC. The Public Agency may search for and view business applications as of the effective date of the Contract, but it may not contact businesses about roster projects until after the legal notice is posted.
5. Notification of Transition to MRSC Rosters. As of the contract effective date, the Public Agency may begin notifying interested businesses that they may register with the Public Agency at any time in the MRSC Rosters, but that the Public Agency will not begin using the hosted rosters until after the legal notice is posted.
6. Roster Legal Notice. MRSC shall post the statutorily-required roster legal notice on behalf of the Public Agency in a newspaper of general circulation relative to the location of the Public Agency. The notice will occur the first Monday of January or June, or during the week of the first Monday of January or June for weekly newspapers.
7. Use of MRSC Rosters by Public Agency. As of the date of the applicable legal notice in January or June, all departments of the Public Agency will discontinue use of any previously-maintained rosters and begin using the MRSC Rosters exclusively when choosing to follow a roster contracting process, in accordance with the following statutory requirements:
 - (a) Small Works Roster. The Public Agency will use the Small Works Roster to select businesses for public work projects in accordance with RCW 39.04.155, as now or hereafter amended. The Public Agency shall be responsible for its own and the selected businesses' compliance with all other laws and regulations governing public works contracting, including retainage and bonds, prevailing wages, and any other applicable requirements.
 - (b) Consultant Roster. The Public Agency will use the Consultant Roster to select businesses for consultant projects in accordance with the laws and ordinances applicable to the Public Agency, including Chapter 39.80 RCW when contracting for architectural and engineering services. The Public Agency shall be responsible for its own and the selected businesses' compliance with all laws and regulations governing the purchase of services.

8. Compensation of Businesses. The Public Agency shall be responsible for payments to any business that it selects as a result of its use of MRSC Rosters. The Public Agency shall make all such payments directly to the businesses selected by the Public Agency.

9. Annual Membership Fee. The Public Agency will pay MRSC an annual membership fee based on the five-year average of the Public Agency's total capital expenditures. Payment of the annual membership fee is due within thirty (30) days of the Contract effective date.

Based on the following Membership Fee Scale, the Public Agency will pay an annual membership fee of \$_____.

| Total Capital Expenditures | Annual Membership Fee |
|-----------------------------------|------------------------------|
| Less than 5 million | \$135 |
| 5 to 10 million | \$275 |
| 10 to 15 million | \$425 |
| 15 to 25 million | \$575 |
| 25 to 50 million | \$745 |
| More than 50 million | \$1145 |

10. Relationship of Parties. MRSC will perform the services under this Contract as an independent contractor and not as an agent, employee, or servant of the Public Agency. Nothing in this Contract shall be construed to render the parties partners or joint ventures.

11. Limitation of MRSC Liability. MRSC shall not be, directly or impliedly, a party to any contract with small works, consulting, or vendor businesses which the Public Agency may enter into as a result of the Public Agency's use of the MRSC Rosters. MRSC does not accept responsibility or liability for the performance of any business used by the Public Agency as a result of its use of the MRSC Rosters.

12. Hold Harmless and Indemnification. Each party shall defend, indemnify, and hold the other party harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, to the extent arising from any negligent act or omission of that party's officers, employees, volunteers, and agents in connection with the performance of this Contract.

13. Termination. This Contract may be terminated, with or without cause, by written notice of either party to the other. Termination shall be effective thirty (30) days after written notice. Termination of the contract by the Public Agency does not entitle the Public Agency to a refund of the membership fee prorated as to the time remaining in the contract term following termination.

14. Renewal. This Contract may be renewed annually by completing the online renewal process that includes confirming that the Public Agency will continue abiding by the terms outlined in this Contract and making payment within thirty (30) days from the effective date of either May 1 or December 1.

15. Non-assignment. MRSC shall contract with Strategies 360 for the hosting of the Public Agency rosters in the online database. MRSC shall not otherwise subcontract or assign any of the rights, duties, or obligations imposed upon it by this Contract without the prior express written consent of the Public Agency.

16. Governing Law and Venue. This Contract shall be governed by the laws of the State of Washington.

17. Severability. Should any clause, phrase, sentence or paragraph of this Contract be declared invalid or void, the remaining provisions of this Contract shall remain in full force and effect.

18. Complete Agreement. This Contract constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

19. Public Agency Information. For purposes of Contract administration, the Public Agency provides the following information:

Official Public Agency Name: _____

Common Public Agency Name (if different): _____

Mailing Address: _____

County: _____

Type of Public Agency: _____

Website: _____

Primary Contact:

Additional Contact:

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____

Telephone: _____

Telephone: _____

Facsimile: _____

Facsimile: _____

20. Signatures. By signing this Contract, the Public Agency signatory below certifies that he/she has the authority to enter into this Contract on behalf of the entire Public Agency.

PUBLIC AGENCY

MRSC

[Signature]

[Signature]

[Title]

MRSC Rosters Manager

[Title]

[Date]

[Date]

North Whidbey Pool, Park, and Recreation District Commissioner Communication

| | | |
|--|-------------------------------------|---|
| Meeting Date: 9/22/2020 | Page 1 of 1 | Item: Request for Proposal, Roof Repair/Replacement Services at John Vanderzicht Memorial Pool |
| Agenda No: X.D. | Presented by: Jay Cochran | |
| BACKGROUND: We need to solicit for roof proposal, per State statute, and we have created a request for proposal to be reviewed by our Attorney | | |
| RECOMMENDED MOTION: I motion to approve going out for a Request for Proposal, Roof Repair/Replacement Services at John Vanderzicht Memorial Pool. | | |
| | | |

INVITATION FOR QUOTATIONS

PROJECT TITLE:

Roof Repair/ Replacement Services at the John Vanderzicht Memorial Pool

MATERIALS/SERVICES REQUESTED:

North Whidbey Pool, Park, and Recreation District (District) are soliciting bids from qualified contractors to provide roof replacement and/or repair services at the John Vanderzicht Memorial Pool, Oak Harbor, Washington, 98277.

CALENDAR OF EVENTS:

Listed below are important dates and times by which the actions noted must be completed. Dates and times are subject to change. If the District changes any of the dates and/or times, the change will be made by addendum.

| Event | Completion Date and Time |
|------------------------------|---|
| Issuance of Solicitation | Wednesday, September 30, 2020 |
| Question Submission Deadline | Wednesday, October 7, 2020, 12:00 p.m. |
| Pre-Conference Site Visit | BY APPOINTMENT ONLY between Monday, October 5, 2020, and Friday, October 9, 2020 |
| Mandatory | |
| X Not Mandatory | Please see Site Visit (Page 10) for information on requesting a site visit appointment |
| Submission Deadline | Friday, October 25, 2020, 12:00 p.m. |
| Evaluations/Demonstrations | Monday, October 26, 2020 – Tuesday, October 27, 2020 |
| Committee Recommendations | Tuesday, October 27, 2020 |
| Contract Executed | November 2020 |
| Estimated Start Date | December 2020 |

All questions concerning this solicitation must be directed to the District Director identified below, via email only. Questions to or communications with other District staff may disqualify Contractors from the evaluation process.

Jay Cochran, Director
 North Whidbey Pool, Park, and Recreation District
jcochran@oakharborpool.com

APPLICANTS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION

INSTRUCTIONS TO CONTRACTORS:

1. PRE-OFFER CONFERENCE, ADA ACCOMMODATIONS. The date, time, and location of any pre-offer conference are indicated on the preceding Invitation for Quotations (the "Solicitation") face sheet. The purpose of this conference will be to clarify the contents of this Solicitation to prevent any misunderstanding of the District's position. To maximize the effectiveness of the conference, Contractors are encouraged to submit questions in writing to the attention of the District Director before the conference date. Any doubt about the requirements of this Solicitation or any apparent omission or discrepancy should be presented to the District at this conference. The District will then determine if any responsive action is necessary and issue a written amendment to the Solicitation. Oral statements or instructions will not constitute an amendment to this Solicitation. Requests for reasonable accommodation to attend at a pre-offer conference should be directed to the District Director as early as possible to allow time to make appropriate arrangements.
2. DUE DATE AND TIME. The District Director must receive all offers at the specified location by the due date and time identified on the Solicitation face sheet. Offers, modifications, and withdrawals received after the submission due date and time will be rejected and not opened.
3. QUESTIONS, ORAL COMMUNICATIONS. Questions concerning this Solicitation shall be submitted in writing via email only to the District Director. The Contractor shall not contact or ask questions of other District staff or the District department for which the requirement is being procured. Contractors that directly communicate with other District staff regarding this Solicitation without prior authorization from the District Director may be disqualified. Written questions will be accepted until the date and time identified on the Solicitation face sheet. Any correspondence related to this Solicitation should refer to the solicitation number, page, and paragraph number. Contractors may only rely on written answers issued by the District Director. All oral communications are unofficial and nonbinding on the District. Substantive questions and answers are posted on the District website. It is the responsibility of the Contractor to assure they received responses to questions if any are issued.
4. EXAMINATION OF DOCUMENTS. It is the responsibility of the Contractor to carefully review the entire solicitation package, which includes, without limitation, specifications, requirements, terms and conditions, and insurance requirements. Submitting an offer is an agreement by the Contractor to all terms and conditions contained in the Solicitation. The Contractor should seek written clarification from the District Director regarding anything unclear before submitting an offer. Contractors must a) consider federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect the cost or performance of the work; b) study and carefully correlate the Contractor's observations with the Solicitation documents; and c) notify the District Director of all conflicts, errors, and discrepancies, if any, in the Solicitation documents. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Contractor of any responsibilities under this Solicitation or any subsequent contract. The Contractor, by delivering an offer in response to this Solicitation, agrees that they shall be held responsible for having familiarized themselves with the nature and extent of any local conditions that may affect the work to be performed, services to be provided, and the equipment to be furnished.

5. ACCEPTING CONTENT OF SOLICITATION. By submitting an offer in response to this Solicitation, the Contractor certifies they have fully read and understands the content of the Solicitation documents and have a full knowledge of the scope, nature, and detailed requirements of services and/or equipment to be provided and performed.
6. LIABILITY FOR ERRORS. While the District has used considerable efforts to ensure the information in the Solicitation is accurate, the District does not guarantee or warrant the information to be accurate, nor is it necessarily comprehensive or exhaustive. Nothing in this Solicitation is intended to relieve the Contractor from forming their own opinions and conclusions with respect to the matters addressed in the Solicitation and to communicate those opinions and conclusions to the District.
7. PREPARATION OF OFFER, COSTS, AND TAXES. All offers shall be submitted on the forms provided in the Solicitation package. The District is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate line item. The total cost quoted in an offer shall include all freight, handling, delivery, surcharges, and other incidental charges that may be required to provide the services or deliver the commodities. All prices shall include freight FOB destination and freight included to the designated delivery point. Additional charges, such as fuel surcharges, will not be accepted by the District. If the delivery combines items from more than one purchase order, separate packing slips shall be included in the shipment.
8. ACKNOWLEDGMENT. The Acknowledgment Form (Appendix A) shall be returned with the offer with an original blue-ink signature by a person authorized to sign the offer. The District may reject an unsigned offer as incomplete. Pricing documents and other documents that require information to be filled in must be completed in ink, typewritten, or computer printed. No offers will be accepted if a pencil is used. Erasures, interlineations, or other modifications in the offer shall be initialed in original blue ink by the authorized person signing the offer. Contractors shall submit **one (1) original**, marked "original," and **three (3) copies** of their offer with their submittal. Postmarked, telegraphic (facsimile), or email offers will not be considered.
9. SUBMISSION. Offers shall be submitted to the District Director at the location specified below in a sealed envelope or package provided by the Contractor and shall include (1) the Contractor's name and address, and (2) the project name clearly identified on the outside of the envelope or package, and (3) the submittal due date listed clearly on the outside of the envelope or package. The Contractor is responsible for the timely delivery of submitted offers, regardless of the delivery method. Contractors should allow sufficient time to ensure receipt by the District on or before the Submission Deadline. Offers received after the Submission Deadline will not be opened or considered. The District determines the timeliness of offer submissions in its sole discretion. We strongly recommend you send a proposal through the United States Postal Service. Other carriers are not delivering with consistency to the address below.

USPS Mailing Address

North Whidbey Pool, Park and Recreation District
Jay Cochran, Director
85 SE Jerome Street
Oak Harbor, WA 98277

10. OFFER ACCEPTANCE PERIOD. Offers, once opened, constitute an irrevocable offer and become the property of the District, and will not be returned to the Contractor. Offers opened after the Submission Deadline shall remain firm and unaltered for **ninety (90) calendar days** following the Submission Deadline. The District and Contractor may mutually agree to extend the period during which the offer shall remain firm and unaltered.
11. ADDENDA. If the District changes, revises, deletes, clarifies, increases, or otherwise modifies this Solicitation before the Submission Deadline, and the District will issue a written addendum and publish it on the District website. It is the responsibility of the Contractor to check for addenda. Failure to acknowledge receipt of all addenda on the returned Acknowledge Form (Appendix A) with the sealed offer may be grounds for deeming an offer non-responsive.
12. PREPARATION COSTS AND SAMPLES. The District is not liable for any costs incurred by the Contractor in preparing, evaluating, submitting, developing, demonstrating, presenting, negotiating, or providing a response to this Solicitation or samples provided. Contractors responding to the Solicitation, demonstrations, and interviews do so solely at their own expense. Offers submitted for consideration should be prepared simply and economically, providing adequate information straightforwardly and concisely.
13. DISTRICT RIGHT TO WITHDRAW OR AMEND SOLICITATION. The District, in its sole discretion, retains the absolute right without penalty to withdraw and/or amend all or any portion of this Solicitation at any time, for any reason, and no reason, up to contract execution. If there is any conflict between amendments, or between an amendment and the solicitation documents, whichever document was issued last in time shall be controlling. Any change to or interpretation of the Solicitation will be posted on the District website and incorporated into any contract awarded. It is the responsibility of the Contractor to check for addenda.
14. REJECTION OF OFFERS OR WAIVER OF IRREGULARITIES. All offers will be reviewed by the District Director to determine compliance with administrative requirements and instructions. To the extent authorized by applicable law, the District in its sole discretion may 1) reject any and all offers submitted, or portions thereof, 2) waive any defects, informalities, or irregularities; 3) reissue the Solicitation; 4) modify or cancel the Solicitation; and/or 4) re-advertise and solicit new offers on the same scope of work or a modified scope of work when it is in the best interests of, or advantageous to, the District. The District reserves the right to reject any conditional offer. Offer will be considered irregular and may be rejected if they show alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
15. NON-RESPONSIVE OFFERS. The District may at any time reject all or any part of any offer as non-responsive for any of the following reasons: 1) late or incomplete offer; 2) submission of exceptions to the Solicitation; 3) noncompliance with any part of the Solicitation; 4) providing inaccurate, misleading, exaggerated, or false information; or 5) failure to respond to every solicitation item or to provide all information requested.
16. OFFER IS NOT BINDING. Acceptance of an offer submission does not bind the District until the offer is reviewed and accepted by the appropriate District level of authority, and both parties execute a contract.

17. CONTRACTOR WITHDRAWAL OF OFFERS. Contractors may modify or withdraw a submitted offer before the Submission Deadline. A request to modify or withdraw an offer must be ***in writing***, signed by an authorized representative of the Contractor, and submitted to the District Director. Faxed withdrawals will NOT be accepted. A withdrawn offer may be resubmitted before the Submission Deadline. Negligence in preparing an offer confers no right of withdrawal or modification after the Submission Deadline.
18. NON-EXCLUSIVE CONTRACT. The District retains the discretion to make multiple or partial awards to obtain the same or similar services and/or products that are the subject of this Solicitation, and/or order greater or fewer products or quantities based on District needs. Contracts resulting from this Solicitation are not exclusive service agreements.
19. LICENSES AND CERTIFICATIONS. Contractors, both corporate and individual, must be fully licensed and certified (in good standing) for the type of work to be performed in Washington state at the time of offer and during the entire contract period.
20. SERIAL NUMBERS. Where applicable, offers shall be for equipment on which the original manufacturer's serial number, if applicable, has not been altered in any way. Throughout the contract term, the District reserves the right to reject any altered equipment.
21. BRAND NAMES AND EQUIVALENTS. References to manufacturers, trade names, brand names, or catalog numbers in the Solicitation are intended to be descriptive, but not restrictive unless otherwise stated, and are intended to indicate the level of quality, design, or performance desired. Any offer which proposes equal or greater quality, design, or performance may be considered. Offers based on equivalent products must clearly describe the alternatives offered and indicate how it differs from the product specified in the Solicitation, and include complete and sufficient descriptive literature and/or specifications to enable a full and fair determination as to whether the proposed alternative will be equal to or better than the product named in the Solicitation. The District has the sole authority to accept or reject any like item and may require the Contractor to provide additional information and/or samples. If the Contractor does not specify otherwise, it is understood that the brand referenced in the Solicitation will be supplied.
22. SPECIFICATIONS. The apparent silence in this Solicitation of a specification as to any detail, or the apparent omission from a specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications made herein shall be made on the basis of this statement.
23. DEVIATIONS OR EXCEPTIONS. For the purpose of evaluation, the Contractor must indicate any variance, exceptions and/or corrections to be made to any provision in this Solicitation, no matter how slight. Such deviations should be explained in detail. All such deviations requested by the Contractor shall be identified on the Exceptions Form (Appendix B). Absence of such deviations will be interpreted to mean the Contractor meets all specifications contained herein in every respect. Deviations not identified are waived. The District will reject offers that take material exception to District specifications and contracts.

24. DESCRIPTIVE LITERATURE. All offers shall include complete manufacturer's descriptive literature regarding the equipment and goods or the services the Contractor proposes to furnish. Literature shall be sufficient in detail to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the offer being rejected.
25. TEST MODELS/SAMPLES. When proposed, the District may request any or all Contractors provide a test model of the product(s) offered on a no-charge basis. The performance, characteristics, and components of the model(s) submitted for inspection and testing shall be considered a representative model of the product(s) offered and intended for delivery. Any product tested and found not capable of meeting the requirements of the solicitation specifications will not be considered for a contract award. At the conclusion of the testing, the Contractor may retrieve the product, if practical. The District is not responsible for any damages that may occur to any products supplied for testing.
26. WARRANTY. The Contractor warrants all materials and workmanship delivered under any resulting contract to be free from defects, damage or failure which the District may reasonably determine is the responsibility of the Contractor, for a minimum of 90-days after final acceptance and without cost to the District for labor, materials, parts, installation or any other costs except where longer periods of warranty of guarantees are specified. (WHERE WOULD WE SPECIFY A REQUIREMENT FOR A LONGER WARRANTY?? ROOFS CARRY WARRANTIES OF MANY YEARS DEPENDING ON TYPE)
27. COLLUSION. By signing the Acknowledgment Form (Appendix A), the Contractor certifies they have not directly or indirectly entered into any agreement, participated in any collusion, or taken any action in restraint of free competitive bidding. If the District determines in its sole discretion that collusion has occurred, none of the offers from the participants of such collusion will be considered. The District's determination will be final.
28. CONFLICT OF INTEREST. The Contractor shall disclose whether the Contractor is an immediate family member of or engaged in any business enterprise with a District employee, elected or appointed official with authority to make an Award under this Solicitation. Such disclosure shall be prominently identified in writing together with the offer.
29. GRATUITIES AND KICKBACKS. By signing the Acknowledgment Form (Appendix A), the Contractor certifies that neither the Contractor nor any employee has solicited, accepted, offered, or given, or agreed to solicit, accept, offer, or give, any gratuity, service, or reward, including an offer of employment, with the purpose of or in a manner that would influence any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or purchase request, to influence the content of any specification or procurement standard, or to influence any investigation, audit, proceeding or application, request for ruling, determination on a claim or controversy, or other matter.
30. PUBLIC RECORDS, CONFIDENTIAL INFORMATION. All offers received by the District become the property of the District and are not returned. Offers submitted in response to this Solicitation are public records as defined by the Public Records Act (Act), Chapter 42.56 RCW, and available for public inspection and copying. If a Contractor considers any portion of its offer, electronic or hard copy, to be protected from disclosure under Washington law, the Contractor shall specifically identify all information it claims to be confidential or proprietary by clearly marking each page and item accordingly. If the District receives a

request under the Act to inspect or copy the information that has been identified by the Contractor as confidential/proprietary and the District determines that release of the information is required by the Act or otherwise appropriate, the District's sole obligation will be to make a reasonable effort to notify the Contractor of the request and the date that the confidential/proprietary information will be released to the requestor unless the Contractor obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the District will release the requested information on the date specified. The District has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The District will not be liable to the Contractor for releasing records, even if the records have been marked by the Contractor as confidential and/or proprietary, in compliance with the Act, this section, or court order.

31. INTERLOCAL PURCHASING AGREEMENTS. This is for information only and not to determine the award. RCW 39.34 allows cooperative purchasing between public agencies, nonprofits, and political subdivisions. Public agencies that file an Intergovernmental Cooperative Purchasing Agreement with the District may purchase from District contracts. The Contractor agrees to sell additional items at the bid prices, terms, and conditions, to other eligible governmental agencies. The District has no responsibility for the payment of such purchases. Should the Contractor impose additional costs for such purchases, the Contractor is to name such additional pricing as a supplement to their offer.
32. DISCUSSIONS. The District reserves the right to conduct discussions with Contractors to eliminate minor irregularities, informalities, or apparent clerical mistakes in the submittal to clarify an offer and assure full understanding of, and responsiveness to, the solicitation requirements.
33. PERSONNEL. It is essential the Contractor provide adequate experienced personnel capable of and devoted to the successful accomplishment of the work to be performed in this Solicitation. The Contractor agrees that those persons identified in their submittal shall not be removed or replaced without a written request to and approval from the District.
34. INTERVIEWS. The District reserves the right to conduct interviews with some or all of the Contractors at any point during the evaluation process. However, the District may determine that interviews are not necessary. In the event interviews are conducted, the information provided during the interview process shall be considered when evaluating the stated criteria. The District shall not reimburse the Contractor for the costs associated with the interview process.
35. PROTESTS. Protests of this Solicitation must be filed with the District Director within five (5) days of the first advertising of the Solicitation. Protests of an Award made hereunder must be filed with the District Director within ten (10) days of the issue date of the Notice of Award or Notice of Intent to Negotiate and Award. To be considered, a protest shall be in writing, addressed to the District Director at the address set forth herein, and include (1) The name, address, and telephone number of the Contractor protesting, or the authorized representative of the Contractor; (2) The signature of the protesting Contractor or its representative; (3) The solicitation number and title under which the protest is submitted; (4) A detailed statement of the legal or factual grounds of the protest including any supporting documentation; and (5) The specific ruling or relief requested.

PROJECT BACKGROUND

The John Vanderzicht Memorial Pool (JVMP) is located at 85 SE Jerome Street, Oak Harbor, Washington. Long-term water intrusion from portions of the roof has been occurring during times of normal rainfall, with an increase during times of heavier rainfall.

SCOPE OF WORK

The District is soliciting bids for roof repair and or replacement services from qualified contractors to provide one of the following roof repair options:

- Repairs to stop water intrusion at the JVMP
- Replacement of roof or roofing material to stop water intrusion.

Contractors should provide pricing information for both options. After review of the offers received, the District will select one proposal and proceed with the most responsible bidder for that option, according to the decision made by the District.

SITE VISIT

To schedule a site visit appointment, please contact Jay Cochran, District Director, by email at jcochran@oakharborpool.com. Appointments will be scheduled on a first-come, first-served basis on one or two days, between Monday, October 5, 2020, and Friday, October 9, 2020, and will only be available on the dates listed. Please bring your ladders to access the roof.

A maximum of two (2) representatives from the Contractor team are authorized to attend the site visit. Photographs will be allowed during the site visit. Personal protective equipment (PPE), including hard hats, safety vest, and closed-toe shoes, will be required for individuals planning to access the roof. Persons accessing the roof should plan to provide their own PPE.

NOTICE TO CONTRACTORS

All work shall be in accordance with the plans, specifications, and other contract documents as administered by the representative of the District. Contractors for this project must comply with all applicable government and local agency requirements. All successful bidders are required to be licensed contractors in the State of Washington and must submit a photocopy of their valid Washington State Contractor's Registration at the time of the bid.

PREVAILING WAGES

This is a "Public Works" contract, as defined by the Revised Code of Washington (RCW) 39.040.010. All contractors shall comply with Chapter 39.12 RCW, Prevailing Wages on Public Works. Workers of all contractors, subcontractors, and lower-tier subcontractors shall be paid the "prevailing rate of wage," including "usual benefits" in kind and not by a cash payment in lieu of such usual benefits, as defined by Chapter 39.12 RCW. An Intent to Pay Prevailing Wage and an Affidavit of Wages Paid shall be filed with the Washington State Department of Labor and Industries ("L&I") as required by law and/or regulation. Certified payrolls will be required and shall be submitted for each time period the Contractor participates in the work. The successful Contractor is responsible for obtaining and completing all required forms and documents and submitting these to the proper authorities with a copy to the District.

Contractors are required to complete the Contractor training provided by L&I before bidding and/or performing work on public works projects (RCW 39.04.350 and RCW 39.06.020). Contractors may use the "Verify a Contractor" tool (<https://secure.lni.wa.gov/verify/>) to verify the training status for their company or other businesses. Contractors are exempt from this training requirement if the company has been in business with an active Unified Business Identifier (UBI) number for three or more years **AND** have performed work and submitted all required L&I documents on three or more public works projects.

INSURANCE REQUIREMENTS

Contractors must submit a copy of their current Certificate of Liability Insurance showing evidence of proper insurance. Required insurance levels are included in Appendix G, Draft Contract, Section 10, Insurance.

SUBMITTAL REQUIREMENTS

Submitted bids must include the following information:

- Acknowledgment Form (Appendix A)
- Exceptions Form (Appendix B)
- Solicitation Bid Form (Appendix E) showing the project budget for both the roof repair options
- Copy of the Contractor's valid Washington State Contractor's Registration
- Copy of the Contractor's current Certificate of Liability Insurance showing evidence of proper insurance, including the required levels shown in Appendix G, Draft Contract

- Certification of Compliance with Wage Payment Statutes (Appendix F)
- Bid Bond in an amount equal to five percent (5%) of the submitted bid or:
 - Certified check
 - Cashier's check
- Disclosures of material conflicts of interest as required in the Solicitation or as otherwise necessary to ensure the District's informed decision-making ability:

All bid proposals shall be accompanied by a bid bond deposit of 5% of the total bid to be received in the form of a surety bond, certified check, or cashier's check. Should the successful bidder fail to enter into such a contract and furnish a "performance bond" meeting requirements within the time of contract signing, the bid bond deposit shall be forfeited.

For contracts of one hundred fifty thousand dollars (\$150,000.00) or less, at the option of the Contractor, the District may, in lieu of the performance bond, retain ten percent (10%) of the contract amount for a period of thirty days after the date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens. See RCW 39.08.010.

Contract Binding Option:

___ Surety Bond (Performance Bond)

___ Retain 10% of Contract Amount per RCW 39.08.010

END OF INSTRUCTIONS TO CONTRACTORS

APPENDIX A

1. Primary Contact Person Information:

| | |
|----------------------------|---------------|
| Name / Title: | |
| Legal Name of Contractor : | |
| Telephone No. | Alternate No. |
| Email Address: | Fax Number: |

2. Company Information

| | | | |
|--|-------------------------------|--------------------------|---------------|
| Other Names of Contractor : | | | |
| Street Address Line 1: | | | |
| Street Address Line 2: | | | |
| City: | State: | Zip Code: | |
| Website Address: | | | |
| Type of Entity / Organizational Structure (check one): | | | |
| <input type="checkbox"/> | Corporation | <input type="checkbox"/> | Partnership |
| <input type="checkbox"/> | Limited Liability Partnership | <input type="checkbox"/> | Joint Venture |
| <input type="checkbox"/> | Nonprofit | <input type="checkbox"/> | Other: |
| Jurisdiction of Organization Structure: | | | |
| Date of Organization Structure: | | | |
| Federal Tax Identification Number: | | | |
| Washington State UBI Number: | | | |
| State Industrial Account Identification Number: | | | |

3. Did an outside individual/agency assist with the offer preparation?

| | | |
|-----|----|--------------------------|
| Yes | No | If yes, please describe: |
|-----|----|--------------------------|

4. Receipt of Addenda. Contractor acknowledges receipt of the following addenda, if any.

| | | | |
|---------------|--------|---------------|--------|
| Addendum No.: | Dated: | Addendum No.: | Dated: |
| Addendum No.: | Dated: | Addendum No.: | Dated: |
| Addendum No.: | Dated: | Addendum No.: | Dated: |

1. In submitting this offer, the Contractor represents that the Contractor has read this Solicitation, all attachments, contract terms and conditions, and all addenda, understand them, and desires to submit this offer to the District.
2. Contractor agrees that its offer will remain in effect for not less than ninety (90) calendar days from the Solicitation Deadline and may not be withdrawn or modified during that time.
3. Contractor agrees that the information provided by the Contractor in Appendix C (Solicitation Bid Form) reflects all costs for equipment and services to be provided to the District in compliance with the Solicitation and that no additional fees or charges will be incurred by the District other than as identified in the offer.
4. Contractor agrees that if awarded a contract, it will make no claim against the District-based upon ignorance of conditions or misunderstanding of the Contract documents, or the equipment/services to be provided under this Solicitation, and will comply with the minimum insurance requirements.
5. The undersigned certifies that he/she is authorized, offers, and agrees to furnish the services/equipment in accordance with the Solicitation requirements; that the information provided in the offer is true, accurate, and complete; and that he/she has the legal authority to commit the Contractor to a contractual agreement and intends to be bound by the offer and terms of the Solicitation.

Signature* (Contractor 's Authorized Representative): _____

Print Name and Title of Signer: _____

Dated this _____ day of _____ 20____

** If a corporation, offer documents must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, offer documents must be executed by a partner.*

APPENDIX B

SOLICITATION BID FORM

The undersigned Contractor proposes to provide North Whidbey Pool, Park, and Recreation District with all labor, equipment, and materials to recommend and perform roof repair services at the John Vanderzicht Memorial Pool.

| ITEM | Water Intrusion Repairs | Roof Replacement |
|---|-------------------------|------------------|
| Labor, equipment, and materials, include preparatory work and project cleanup | \$ | \$ |
| Debris and Waste Disposal Costs | \$ | \$ |
| Other Expenses | \$ | \$ |
| Sales Tax (9.0%) | \$ | \$ |
| Project Total (including sales tax) | \$ | \$ |

Offeror

Contact Person

Company Name (Print)

Name (Print)

Company Address

Signature of Authorized Representative*

City, State Zip Code

Title

Phone

Email

Fax

Date

Company Tax ID Number

** If a corporation, offer documents must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, offer documents must be executed by a partner.*

APPENDIX C

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that within three years immediately preceding the bid solicitation date (September 1, 2020), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Company Name:

Check One:

Corporation

Partnership

Limited Liability Partnership

Joint Venture

Nonprofit

Other: _____

State of Incorporation, or if not a corporation, state where the business entity was formed:

If a co-partnership, give firm name under which business is transacted:

Signature of Authorized Representative*

Name (Print)

Date

Title

City, State

** If a corporation, offer documents must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, offer documents must be executed by a partner.*

North Whidbey Pool, Park, and Recreation District Commissioner Communication

| | | |
|---|-------------------------------------|--|
| Meeting Date: 9/22/2020 | Page 1 of 1 | Item: Barron Heating and Air Conditioning Contract |
| Agenda No: X.E. | Presented by: Jay Cochran | |
| BACKGROUND: Approval of Barron Heating and Air Conditioning Contract. | | |
| RECOMMENDED MOTION: I motion to approve the Barron Heating and Air Conditioning Contract as written. | | |
| | | |



5100 Pacific Highway Suite 103, Ferndale, WA 98248
t. 360 676-1131 800-328-7774 f. 360-671-3713

560 S Burlington Blvd, Burlington, WA 98233
t. 360-424-4962 800-328-7774 f. 360-671-3713

SUBMITTED TO:
Customer North Whidbey Parks and Rec
Address 85 SE Jerome Street
Oak Harbor, WA 98277
Customer Contact Jay Cochran
Phone (W) 425-350-4099 (FAX) _____

EQUIPMENT LOCATION:
Site Name Same
Site Address _____
Site Contact _____
Date: 09/17/2020 Email: JCochran@OAKHARBORF

BARRON HEATING & AIR CONDITIONING proposes to furnish Maintenance & Service on the equipment specified in the "EQUIPMENT LIST". Maintenance & Service will be performed by a Qualified and Skilled HVAC\R Technician.

- We will maintain and service all equipment subject to this agreement. Maintenance and Service will be performed **Four** times per year; at regular intervals and during our normal working hours. Maintenance will be provided according to our itemized "MAINTENANCE CHECK LIST".
- Filter service will be provided (4) time(s) per year using pleated filters.
4" Filters replaced 3 times a year. 2" Filters are done quarterly
- *You may select a pre-approved amount for necessary repairs found on a scheduled maintenance visit. This amount is \$ _____. If repairs exceed this amount a written estimate will be provided.*

YOUR ANNUAL MAINTENANCE & SERVICE AGREEMENT INVESTMENT IS: \$7,856 + tax.
Payment for this Maintenance & Service Agreement is: Net, within 30 days of invoice. Billing will be Quarterly *(Power washing and or chemical cleaning condenser coils are not included in this agreement). All repairs, parts and labor are additional & will be quoted separately.*

The term of this agreement shall be for a period of One(1) years and will begin in the month of ~~December~~ December 2020 . Unless cancelled by agreement holder, the term will automatically renew for a period of 1 year each anniversary date. Any changes to scope or labor to be approved by owner. The "TERMS AND CONDITIONS" on the following page are part of this agreement. The customer acknowledges that he/she has read this agreement, understands it and agrees to be bound by its "TERMS AND CONDITIONS". The terms of this agreement may not be amended, modified, or rescinded except in writing and signed by both parties.

The pricing for this Maintenance & Service Agreement is valid for 90 days.

BARRON HEATING AND AIR CONDITIONING

By Justin Palmer Date 09/17/2020

This Agreement is hereby accepted by, (customer authorization and title)
By _____ PO# (if required) _____ Date _____