



## CITY COUNCIL AGENDA

865 SE Barrington Drive, Oak Harbor, WA 98277

March 3, 2015

6:00 p.m.

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1. **CALL TO ORDER**
  - Invocation/Pledge of Allegiance
  - Excuse Absent Councilmembers
  
2. **HONORS AND RECOGNITIONS**
  - a. Proclamation of St. Patrick's Day
  - b. Fire Department Employee Recognition for Years of Service:
    - Steve McCalmont – 25 years
    - Angela Braunstein – 10 years
    - Shannon Holcomb – 10 years
  
3. **PRESENTATIONS**
  - a. Marine Corps League - Dutch Strehle (Commandant)
  - b. Update on the 2015 Whidbey Island Marathon
  
4. **APPROVAL OF AGENDA**
  
5. **CITIZEN COMMENT PERIOD**
  
6. **CONSENT AGENDA**
  - a. Minutes of the Special City Council meeting held on February 20, 2015 and Workshop held February 25, 2015
  - b. Approval of Accounts Payable and Check Numbers
  - c. Update to the Transportation Element of the Comprehensive Plan - Consultant Request for Proposal
  - d. Wastewater Treatment Plant – Request for Proposals for Construction Management
  - e. Authorization to Bid - One (1) Front Load Refuse Truck
  - f. Application for For Hire (Taxi) License - All Island Express Taxi, LLC
  - g. Whidbey Pedestrian Crossing – Consultant Request for Proposal
  - h. Waterfront Trail Repair - Consultant Request for Proposal
  - i. Authorize the Mayor to sign CWSRF Funding Agreements with Department of Ecology



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**7. STAFF, MAYOR AND COUNCIL COMMENTS**

- a. City Administrator
- b. Mayor
- c. Councilmembers

**8. ORDINANCE AND RESOLUTIONS**

- a. Resolution 1501: Approval of Fairway Point Final Plat, Division 3

**9. PUBLIC HEARINGS/PUBLIC MEETINGS**

- a. Resolution 1503: 2015 Comprehensive Plan Amendment Docket

**10. UNFINISHED BUSINESS**

**11. NEW BUSINESS**

- a. Economic Development Coordinator – Action to Approve Position Description
- b. Approve Contract with Ameresco for Lighting Upgrade Project

**12. ADJOURNMENT**

As a courtesy to Council and the audience, PLEASE TURN YOUR CELL PHONES OFF before the meeting begins. During the meeting's Public Comments section, Council will listen to your input regarding subjects of concern or interest that are not on the agenda.

For scheduled public hearings, if you wish to speak, please sign your name to the sign-up sheet, located in the Council Chambers. The Council will take all information under advisement. To ensure your comments are recorded properly, state your name and address clearly into the microphone. Please limit your comments to three minutes in order that other citizens have sufficient time to speak.

Thank you for participating in your City Government!

To assure disabled persons the opportunity to participate in or benefit from City services, please provide 24-hour advance notice to the City Clerk at (360) 279-4539 for additional arrangements to reasonably accommodate special needs. [2](#)

# City of Oak Harbor

OFFICE OF THE MAYOR  
SCOTT DUDLEY  
MAYOR



## **PROCLAMATION IN RECOGNITION OF ST. PATRICK'S DAY MARCH 17, 2015**

**WHEREAS**, by 1776 nearly 300,000 natives of Ireland had immigrated to the United States; and

**WHEREAS**, in 1858 Irish immigrants arrived in Oak Harbor, Washington; and

**WHEREAS**, at least eight signers of the Declaration of Independence were of Irish ancestry; and

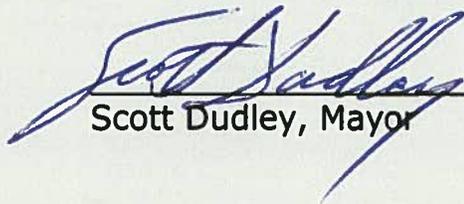
**WHEREAS**, the Irish and their descendants have helped to enrich the quality of life in the United States and have served with distinction in all areas of American society; and

**WHEREAS**, St. Patrick's Day parades and celebrations have taken place in Oak Harbor for 40 years; and

**WHEREAS**, the Annual St. Patrick's Day Parade will take place on Tuesday, March 17<sup>th</sup> on Pioneer Way, commencing at 4 pm.

**NOW, THEREFORE, WE**, Scott Dudley, Mayor, and Councilmembers of the City of Oak Harbor do hereby proclaim March 17<sup>th</sup>, 2015 as **St. Patrick's Day**.

Signed this 3rd day of March, 2015

  
\_\_\_\_\_  
Scott Dudley, Mayor

Oak Harbor City Council  
Special Meeting Minutes - 3:00 p.m.  
February 20, 2015

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**CALL TO ORDER**

Mayor Scott Dudley called the meeting to order at 3:00 p.m.

**ROLL CALL**

Present:

Mayor Scott Dudley  
Mayor Pro Tem Paggao  
Councilmember Campbell  
Councilmember Rick Almberg  
Councilmember Bob Severns  
Councilmember Beth Munns  
Councilmember Servatius

Staff Present:

City Administrator Dr. Cort  
City Attorney Nikki Esparza  
Chief of Fire Ray Merrill  
Public Works Director Cathy Rosen  
Development Services Director Steve Powers  
Deputy Chief of Police/Captain Teri Gardner  
Senior Services Administrator Mike McIntyre  
Executive Assistant to the Mayor Kellye Mazzoli  
City Clerk Anna Thompson

Councilmember Hizon was absent.

**PLEDGE OF ALLEGIANCE/INVOCATION**

Councilmember Servatius led the invocation and Mayor Dudley led the pledge of allegiance.

**Motion:** Councilmember Servatius moved to Excuse Councilmember Hizon, motion seconded by Councilmember Munns, unanimously approved.

**HONORS AND RECOGNITIONS**

**PRESENTATION**

Ancient Egyptian Arabic Order Nobles Mystic Shrine – Latroleum Lawrence

The Mayor announced that circumstances prevented Mr. Lawrence from appearing this afternoon. He will be rescheduled to a future meeting.

**APPROVAL OF AGENDA**

**Motion:** Councilmember Severns moved approve the Agenda as presented, motion seconded by Councilmember Campbell, motion unanimously approved.

## CITIZEN COMMENT PERIOD

Mayor Scott Dudley opened the citizen comment period at 3:03 p.m., no comments, closed at 3:03 p.m.

## CONSENT AGENDA

- a. Minutes of the Regular Meeting held on February 3, 2015 and Special City Council and Planning Commission Meeting on February 11, 2015
- b. Approval of Accounts Payable and Payroll Check Numbers
- c. Professional Services Agreement with ERCI – NE 4th Avenue Water Main Replacement
- d. Ordinance 1723: Repealing OHMC 5.40 entitled ‘Circuses, Carnivals, Traveling Shows and Expeditions’
- e. Ault Field Pump Station Contract Award
- f. City-wide Auctioneer Agreement
- g. Surplus and Sale of Dodge Charger
- h. Interlocal Agreement - Auction Services with North Whidbey Fire
- i. Interlocal Agreement - Auction Services with Island County
- j. Interlocal Agreement - Auction Services with Oak Harbor School District

Councilmember Almberg pulled Consent Agenda Item 6.c.

**Motion:** Councilmember Servatius moved to approved Consent Agenda Items 6. “a” through “b” and “d” through “j”, motion seconded by Councilmember Munns, unanimously approved.

### Consent Agenda Item 6.c Professional Services Agreement with ERCI – NE 4th Avenue Water Main Replacement.

Public Works Director Cathy Rosen provided clarification to the Council's questions.

**Motion:** Councilmember Servatius moved to approve Consent Agenda Item 6.c, seconded by Councilmember Munns, unanimously approved.

## MAYOR, STAFF AND COUNCIL COMMENTS

### City Administrator

Dr. Cort announced that the City Council Workshop is scheduled for February 25th and the Regular City Council meeting is set for March 3rd.

### Mayor

The Mayor informed the public that he and some of the Council and staff attended the AWC City Action Conference and met with Legislative officials in Olympia earlier this week.

### Councilmembers

Councilmembers Paggao, Campbell and Munns commented on the AWC Conference.

Councilmember Munns asked that staff provide an update on the 2015 Whidbey Island Marathon at the next council meeting.

## **ORDINANCES AND RESOLUTIONS**

### Ordinance 1722: Extension of the Impact Fee Reduction

Development Services Director Steve Powers provided the staff report.

Mayor Dudley opened the item for public comment at 3:26 p.m., no comments, closed at 3:26 p.m.

Discussion among Councilmembers and Staff.

### **Ordinance 1722: Extension of the Impact Fee Reduction**

**Motion:** Councilmember Munns moved to amend Ordinance Number 1722 to insert on the Effective Date February 21 [2015] as well as the Pass Date to today 20th of February 2015, motion seconded by Councilmember Severns, majority passed.

Councilmember Servatius opposed the Motion.

**Motion:** Councilmember Almberg moved to approve Ordinance Number 1722 as amended. Motion seconded by Councilmember Campbell, majority approved.

Councilmember Servatius opposed the Motion.

## **PUBLIC HEARINGS/PUBLIC MEETINGS**

### **UNFINISHED BUSINESS**

### **NEW BUSINESS**

### **ADJOURNMENT**

Councilmember Campbell moved to adjourn, seconded by Councilmember Almberg, unanimously carried.

The meeting adjourned at 3:47 p.m.

Anna M. Thompson, City Clerk

Oak Harbor City Council  
Workshop Meeting Minutes - 3:00 p.m.  
February 25, 2015

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**CALL TO ORDER**

Mayor Scott Dudley called the meeting to order at 3:00 p.m.

**ROLL CALL**

Present:

Mayor Scott Dudley  
Mayor Pro Tem Paggao  
Councilmember Joel Servatius  
Councilmember Tara Hizon  
Councilmember Rick Almberg

Staff Present:

City Administrator Dr. Cort  
Finance Director Dr. Merriman  
City Attorney Nikki Esparza  
Chief of Fire Ray Merrill  
Public Works Director Cathy Rosen  
Development Services Director Steve Powers  
Deputy Chief of Police/Captain Teri Gardner  
Purchasing Specialist Sandra Place  
Executive Assistant to the Mayor Kellye Mazzoli  
City Clerk Anna Thompson

Councilmembers Campbell, Munns, and Severns were absent.

**AGENDA**

- 1. Departmental Briefings**
  - a. Schedule Council iPad Orientation**

City Administrator Larry Cort introduced the item for discussion. Councilmember Servatius and Council Members discussed scheduling a date to schedule a time to set up the Council with iPads.

The Council scheduled the iPad orientation for March 17, 2014 at 4:00 p.m.

- 2. Pending Agenda Items**
  - a. Economic Development Position**

Dr. Cort announced this item for discussion.

Discussion among Councilmembers regarding this position.

**b. Implementing Energy Efficiency measure for the City**

Public Works Director Cathy Rosen provided a summary of Energy Efficient Measures for the City.

Updating City lights will save the City over sixty-two thousand dollars.

Discussion among Council.

**c. Granicus, Inc. – Web-based solution for media-related services**

Finance Director Dr. Doug Merriman provided a power point presentation of Granicus, Inc. to update media-related services for council meetings.

Dr. Merriman explained what media services Granicus can provide for the City Council Meetings.

Discussion among Council Members.

**d. Authorization to Bid-Two (2) Front Load Refuse Trucks**

Public Works Director Cathy Rosen briefed the council on the authorization to bid for One Front Load Refuse Truck.

Discussion among Council Members.

**e. Purchase authorization – three patrol vehicles**

Public Works Director Cathy Rosen provided a brief summary for future purchase of three patrol vehicles.

Staff and Council briefly discussed this item.

**f. RFP for Architectural Services for the Fire Station**

Fire Chief Ray Merrill discussed the need to solicit Request for Proposals for Architectural Services to design a new Fire Station.

Discussion among Council Members.

**3. Emerging Issues**

**a. Fire Recovery USA**

Fire Chief Ray Merrill provided a brief report on this item.

Discussion among Council Members.

## **ADJOURNMENT**

Mayor Dudley adjourned the meeting at 4:14 p.m.

Anna M. Thompson, City Clerk

**City of Oak Harbor  
City Council Agenda Bill**

Bill No. C/A 6.b  
Date: March 3, 2015  
Subject: Approval of Accounts Payable  
and Payroll Check Numbers

**FROM: Dr. Merriman, Finance Director**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

- ⊙ Scott Dudley, Mayor
- ⊙ Larry Cort, City Administrator
- ⊙ Doug Merriman, Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

**RECOMMENDED ACTION**

I move to approve:

Accounts Payable Vouchers and Payroll Checks, see Voucher Numbers and Check Numbers listed in the Background/ Summary Information section below.

**BACKGROUND / SUMMARY INFORMATION**

Oak Harbor Municipal Code Chapter 3.72 establishes procedures for claims (vouchers) payment. The documentation that regularly supports the signature coversheets is attached. Claim coversheets will be prior prior to the City Council meeting for appropriate Council signatures.

The following Voucher and Chekc Numbers are submitted for approval:

*Accounts Payable Voucher Numbers:*

-Voucher Numbers 161233 through 161575 in the amount of \$301,572.26.

*Payroll Check Numbers:*

- Direct Deposit check numbers 33770 through 33925.

- EFT check numbers 688 through 692.

- Payroll check numbers 97817 through 97869.

**LEGAL AUTHORITY**

**FISCAL IMPACT**

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

**ATTACHMENTS**

1. [Voucher Listing \(1\)](#)
2. [Voucher Listing \(2\)](#)
3. [Voucher Listing \(3\)](#)

Voucher List  
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161233	2/10/2015	0001609 ALL QUALITY STITCHES	474		JACKETS	293.49
					<b>Total :</b>	<b>293.49</b>
161234	2/10/2015	0005001 ARAMARK	938116000		DEC 2014/UNIFORM SERVICES	1,046.49
					<b>Total :</b>	<b>1,046.49</b>
161235	2/10/2015	0000077 BARGE, JA	EXP REIMB		EXP REIMB	542.36
					<b>Total :</b>	<b>542.36</b>
161236	2/10/2015	0006063 CELLEBRITE USA, INC	Q-38956-Y		SOFTWARE	3,098.99
					<b>Total :</b>	<b>3,098.99</b>
161237	2/10/2015	0000225 DAILY JOURNAL OF COMMERCE	3295559		BID CALL/AULT FIELD BOOST PUMP	478.80
					<b>Total :</b>	<b>478.80</b>
161238	2/10/2015	0005622 EC POWER SYSTEMS	418000		GENERATOR TESTING	436.43
					<b>Total :</b>	<b>436.43</b>
161239	2/10/2015	0006747 EQUINOX RESEARCH & CONSULTING	12-442-9		2014 PROF SVC/ARCHAEOLOGIST	7,347.34
					<b>Total :</b>	<b>7,347.34</b>
161240	2/10/2015	0000330 GARDNER, TERI	EXP REIMB		EXP REIMB	54.03
					<b>Total :</b>	<b>54.03</b>
161241	2/10/2015	0003656 GREAT FLOORS, LLC	620929 620931		FLOORING INSTALLATION FLOORING INSTALLATION	2,836.03 9,059.91
					<b>Total :</b>	<b>11,895.94</b>
161242	2/10/2015	0006452 HOAGLAND, JAMES	EXP REIMB		EXP REIMB	133.02
					<b>Total :</b>	<b>133.02</b>
161243	2/10/2015	0003095 HOME DEPOT CREDIT SERVICES	2093157 2701639 3613775 4042050		PLASTIC FIT/VALVE BOX LED LIGHTS MARINA TOOL 1/4X7SDSBT/TCON5116X2	29.62 234.66 26.08 24.84
					<b>Total :</b>	<b>315.20</b>

Voucher List  
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
161244	2/10/2015	0006072 MASTER'S TOUCH, LLC	O141843		TMT STORAGE	339.14	
<b>Total :</b>						<b>339.14</b>	
161245	2/10/2015	0003694 RECYCLING, WASHINGTON STATE ASSOC C 300000472			SMALL ORGANIZATION	225.00	
<b>Total :</b>						<b>225.00</b>	
161246	2/10/2015	0000846 SOUND PUBLISHING	WCW606915		BIDS BOOSTER PUMP	406.20	
<b>Total :</b>						<b>406.20</b>	
161247	2/10/2015	0005899 WASHINGTON AUDIOLOGY SERVICES	45219		HEARING TESTS	120.00	
<b>Total :</b>						<b>120.00</b>	
<b>15 Vouchers for bank code :</b>					bank	<b>Bank total :</b>	<b>26,732.43</b>
<b>15 Vouchers in this report</b>						<b>Total vouchers :</b>	<b>26,732.43</b>

Voucher List  
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161446	2/17/2015	0001916 KING COUNTY SHERIFF'S OFFICE	021715		BAIL/WARRENT #312097124	5,000.00
<b>Total :</b>						<b>5,000.00</b>
161447	2/17/2015	0007748 AMERICAN INTERNATIONAL MEDICAL	021315		VSD BOARD	1,190.00
<b>Total :</b>						<b>1,190.00</b>
161448	2/20/2015	0000967 ECOLOGY, WASHINGTON STATE DEPT OF	2015-WA0020567A		WASTEWATER PERMIT	10,282.68
			2015-WAR045554A		STORMWATER PERMIT	3,384.50
<b>Total :</b>						<b>13,667.18</b>
161449	2/20/2015	0000380 HEALTH, WASHINGTON STATE DEPT OF	62650		OPERATING PERMIT	9,791.30
<b>Total :</b>						<b>9,791.30</b>
161450	2/20/2015	0000561 MERRIMAN, DOUGLAS	TRAVEL ADVANCE1		TRAVEL ADVANCE	289.50
			TRAVEL ADVANCE1		TRAVEL ADVANCE	112.50
<b>Total :</b>						<b>402.00</b>
161451	2/20/2015	0007722 MERRIMAN, RYAN	020415		WELLNESS INCENTIVE	20.00
<b>Total :</b>						<b>20.00</b>
<b>6 Vouchers for bank code : bank</b>						<b>Bank total : 30,070.48</b>
<b>6 Vouchers in this report</b>						<b>Total vouchers : 30,070.48</b>

Voucher List  
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161458	2/25/2015	0000960 REVENUE, WASHINGTON STATE DEPT OF	021815		SALES/USE TAX	46,825.88
<b>Total :</b>						<b>46,825.88</b>
161459	2/25/2015	0000028 ALL ISLAND LOCK & KEY	23624		KEYS	15.65
			23633		PRIVACY LEVER SET	42.61
			49575		KEYS	66.50
			49577		LOCKOUT SERVICE/COMBINATION CH.	68.75
<b>Total :</b>						<b>193.51</b>
161460	2/25/2015	0002044 ANACORTES.NET/HOW IT WORKS	35904		FEB 2015/WEB HOSTING	15.95
			47420		MOBILE PAYMENTS	650.00
<b>Total :</b>						<b>665.95</b>
161461	2/25/2015	0007077 ANDREWS, SARA	021915		PUBLIC DEFENSE	300.00
			021915A		PUBLIC DEFENSE	600.00
<b>Total :</b>						<b>900.00</b>
161462	2/25/2015	0006865 ARMADA	022315		COLLECTION FEES/38-050021-02/04-12	210.12
<b>Total :</b>						<b>210.12</b>
161463	2/25/2015	0004019 ASSOCIATED PETROLEUM PRODUCTS	0702207-IN		FUEL	18,830.43
			0703270-IN		FUEL	3,867.34
<b>Total :</b>						<b>22,697.77</b>
161464	2/25/2015	0000064 AVANTI INTERNATIONAL	31139		CARTRIDGES	1,588.00
<b>Total :</b>						<b>1,588.00</b>
161465	2/25/2015	0000065 AVOCET ENVIRONMENTAL TESTING	1500441-IN		TESTING	122.00
<b>Total :</b>						<b>122.00</b>
161466	2/25/2015	0004733 BARRON HEATING & AIR COND, INC	159788		HEATER REPLACEMENT	16,609.36
<b>Total :</b>						<b>16,609.36</b>
161467	2/25/2015	0000081 BAY PRINTING	23388		FLYERS/POSTERS	92.40
<b>Total :</b>						<b>92.40</b>
161468	2/25/2015	0000091 BENS CLEANER SALES, INC	256780		CLEANING CHEMICALS	1,019.08

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161468	2/25/2015	0000091 0000091 BENS CLEANER SALES, INC	(Continued)			<b>Total : 1,019.08</b>
161469	2/25/2015	0000103 BLADE CHEVROLET, INC	156582		HANDLE	55.22
						<b>Total : 55.22</b>
161470	2/25/2015	0000112 BOB BARKER COMPANY, INC	WEB000356683		TOOTHPASTE/SOAP/BRUSHES	234.75
						<b>Total : 234.75</b>
161471	2/25/2015	0007749 BOWEN, DAVID	021115		PAVER SEALER REIMBURSEMENT	161.12
						<b>Total : 161.12</b>
161472	2/25/2015	0000962 BUILDING OFFICIALS, WASHINGTON ASSOC 29853			REGISTRATION/BUXTON/ANDERSON	600.00
						<b>Total : 600.00</b>
161473	2/25/2015	0000962 BUILDING OFFICIALS, WASHINGTON ASSOC 022315			REGISTRATION/WEST	525.00
						<b>Total : 525.00</b>
161474	2/25/2015	0000139 BUXTON, MIKE	TRAVEL ADVANCE TRAVEL ADVANCE		TRAVEL ADVANCE TRAVEL ADVANCE	106.50 195.00
						<b>Total : 301.50</b>
161475	2/25/2015	0003675 CAMPBELL, JAMES	TRAVEL REIMB		TRAVEL REIMB	172.48
						<b>Total : 172.48</b>
161476	2/25/2015	0000627 CAPITAL ONE COMMERCIAL	174664695211		SUPPLIES	1,133.59
						<b>Total : 1,133.59</b>
161477	2/25/2015	0006215 CAROLLO	0139052		2014 PROF SVC/PRELIMINARY ENGINE	12,538.73
						<b>Total : 12,538.73</b>
161478	2/25/2015	0006016 CARTER, MARGOT L	021215		PUBLIC DEFENSE	1,200.00
						<b>Total : 1,200.00</b>
161479	2/25/2015	0000150 CASCADE NATURAL GAS	03963180678 08793000004 11829220273 12470743597 13275491754		NATURAL GAS/#210 NATURAL GAS/POLICE STATION NATURAL GAS/#208 NATURAL GAS/#207 NATURAL GAS/#205	37.91 311.49 604.25 88.47 10.60

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161479	2/25/2015	0000150	CASCADE NATURAL GAS		(Continued)	
			18583000007		NATURAL GAS/TREATMENT PLANT	10.00
			36624000000		NATURAL GAS/FIRE STATION	1,250.32
			40661045647		NATURAL GAS/ANIMAL SHELTER	223.71
			45420760055		NATURAL GAS/#202	10.60
			57309970234		NATURAL GAS/#201	10.60
			58793000009		NATURAL GAS/CITY HALL	467.01
			62337906945		NATURAL GAS/#204	91.50
			67984882349		NATURAL GAS/#209	52.07
			80434000008		NATURAL GAS/CITY SHOP	1,770.29
			82193000005		NATURAL GAS/ANNEX	64.39
			90134000000		NATURAL GAS/ADULT CARE CENTER	109.22
			92612025210		NATURAL GAS/#203	10.60
					<b>Total :</b>	<b>5,123.03</b>
161480	2/25/2015	0007752	CASCADE RADIO GROUP	IN-1150169834	ADVERTISING	903.00
					<b>Total :</b>	<b>903.00</b>
161481	2/25/2015	0000170	CHIEF SUPPLY	217582	GLOVES	72.00
					<b>Total :</b>	<b>72.00</b>
161482	2/25/2015	0000188	CODE PUBLISHING COMPANY	48960	MUNICIPAL CODE UPDATE	2,383.27
					<b>Total :</b>	<b>2,383.27</b>
161483	2/25/2015	0005773	COMCAST	8498300290363841	INTERNET	228.48
					<b>Total :</b>	<b>228.48</b>
161484	2/25/2015	0000211	CREDIT BUREAU OF ISLAND COUNTY	021315	COLLECTION FEE/04-017000-01	54.20
					<b>Total :</b>	<b>54.20</b>
161485	2/25/2015	0000220	CUMMINS NORTHWEST, INC	001-41257 010-13223	COVERAGE INSITE LITE REGISTRATION	3,369.70 463.06
					<b>Total :</b>	<b>3,832.76</b>
161486	2/25/2015	0000256	DAY WIRELESS SYSTEMS	378539 379254	PROGRAMMING PARTS/CONVERSION	203.82 285.86
					<b>Total :</b>	<b>489.68</b>

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161487	2/25/2015	0000247 DIAMOND RENTALS	2289		REPAIRS	91.63
						<b>Total :</b>
161488	2/25/2015	0000253 DIVERSINT	14100830		DUAL PORT ENTERPRISE HD	576.69
						<b>Total :</b>
161489	2/25/2015	0005840 DUDLEY, SCOTT	TRAVEL REIMB		TRAVEL REIMB	421.92
						<b>Total :</b>
161490	2/25/2015	0000279 EMPLOYMENT SECURITY, WASHINGTON ST. 945052-10-7			4TH QTR 2014/UNEMPLOYMENT	9,399.93
						<b>Total :</b>
161491	2/25/2015	0002900 FASTENAL	WAOAK19269		FASTENERS	13.35
			WAOAK19283		FASTENERS	37.06
			WAOAK19296		FASTENERS	32.37
			WAOAK19309		FASTENERS	36.14
			WAOAK19314		TIES	14.34
			WAOAK19323		FASTENERS	34.99
			WAOAK19327		MAGNET	42.71
						<b>Total :</b>
161492	2/25/2015	0007141 FREEDOM PROPERTIES, LLC	022815		FEB 2015/ANIMAL SHELTER	2,500.00
						<b>Total :</b>
161493	2/25/2015	0004971 FREEMAN, DENISE L	2015-10		ZIPPER REPLACEMENT	37.98
						<b>Total :</b>
161494	2/25/2015	0007750 FROC, JUDY	021915		CAMP FEE REFUND	25.00
						<b>Total :</b>
161495	2/25/2015	0000355 FRONTIER	007-9244		CURRENT PHONE CHARGES	239.74
			279-0841		CURRENT PHONE CHARGES	76.60
			279-1060		CURRENT PHONE CHARGES	63.99
			675-1572		CURRENT PHONE CHARGES	60.90
			675-2111		CURRENT PHONE CHARGES	72.15
			675-3121		CURRENT PHONE CHARGES	63.84
			675-5190		CURRENT PHONE CHARGES	41.78
			675-6794		CURRENT PHONE CHARGES	58.55

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161495	2/25/2015	0000355 FRONTIER	(Continued) 679-2530 679-5551 679-8702 770-2694 770-2715		CURRENT PHONE CHARGES CURRENT PHONE CHARGES CURRENT PHONE CHARGES CURRENT PHONE CHARGES CURRENT PHONE CHARGES	63.84 184.36 72.84 35.11 26.50
<b>Total :</b>						<b>1,060.20</b>
161496	2/25/2015	0000326 FRONTIER BUILDING SUPPLY	104422		LUMBER	8.76
<b>Total :</b>						<b>8.76</b>
161497	2/25/2015	0001706 GARDNER, PAT	EXP REIMB		EXP REIMB	752.00
<b>Total :</b>						<b>752.00</b>
161498	2/25/2015	0002767 GATEWAY CONTROLS, INC	2014997		GATE REPAIRS	450.43
<b>Total :</b>						<b>450.43</b>
161499	2/25/2015	0002940 GRAY & OSBORNE, INC	13518.00-0000020 13518.00-0000021		2014 PROF SVC/WATER SYSTEM IMPR PROF SVC/WATER SYSTEM IMPROVEM	3,678.28 4,522.69
<b>Total :</b>						<b>8,200.97</b>
161500	2/25/2015	0000999 GRCC/WW	021215 139666 139883		CERTIFICATION EXAM/TYHUIS REGISTRATION/HUBBARD REGISTRATION/TYHUIS	200.00 225.00 200.00
<b>Total :</b>						<b>625.00</b>
161501	2/25/2015	0000345 GREATER OAK HBR CHAMBER OF COM	30182 30183 30184		MARKETING GRANT MARKETING GRANT FEB 2015/VISITOR CENTER GRANT	371.06 742.12 8,333.34
<b>Total :</b>						<b>9,446.52</b>
161502	2/25/2015	0002747 GUARDIAN SECURITY	559389		ALARM MONITORING	846.00
<b>Total :</b>						<b>846.00</b>
161503	2/25/2015	0002596 HABITAT FOR HUMANITY	021915		DUMPSTER DEPOSIT REFUND	1,262.12
<b>Total :</b>						<b>1,262.12</b>
161504	2/25/2015	0000323 HD FOWLER COMPANY	13842784		FREIGHT	57.63

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161504	2/25/2015	0000323 HD FOWLER COMPANY	(Continued)			
			I3842905		ADAPTER/FLANGES	68.85
			I3843105		COUPLING	96.51
			I3843772		FLANGES	47.98
			I3844588		ELLS/TEES/BUSHING	123.25
			I3844786		ADAPTER/FLANGES	380.18
					<b>Total :</b>	<b>774.40</b>
161505	2/25/2015	0006629 HIZON, TARA	TRAVEL REIMB		TRAVEL REIMB	172.48
					<b>Total :</b>	<b>172.48</b>
161506	2/25/2015	0005250 HONEYMOON BAY COFFEE ROASTERS	403212		DEC 2014 COFFEE SUPPLIES	93.22
			896060		COFFEE SUPPLIES	94.22
					<b>Total :</b>	<b>187.44</b>
161507	2/25/2015	0000397 ID CHECKING GUIDE	669481		2015 ID CHECKING GUIDE	29.95
					<b>Total :</b>	<b>29.95</b>
161508	2/25/2015	0005872 IMPAIRED DRIVING IMPACT PANEL	021615		DUI/UNDERAGE DRINKING PREVENTIC	166.67
					<b>Total :</b>	<b>166.67</b>
161509	2/25/2015	0000417 INDUSTRIAL BOLT & SUPPLY	580971-1		GRIND WHEEL/TIE	647.15
					<b>Total :</b>	<b>647.15</b>
161510	2/25/2015	0000415 ISLAND DISPOSAL	020315		JAN 2015/COLLECTION CHARGES	10,918.76
					<b>Total :</b>	<b>10,918.76</b>
161511	2/25/2015	0000433 ISLAND DRUG	114509197494		INMATE MEDS	12.24
			114509197731		MEDS	28.35
					<b>Total :</b>	<b>40.59</b>
161512	2/25/2015	0006952 JUPIN, TIMOTHY	EXP REIMB		EXP REIMB	189.96
					<b>Total :</b>	<b>189.96</b>
161513	2/25/2015	0004007 KAMAK, RAJESH	EXP REIMB		EXP REIMB	730.00
					<b>Total :</b>	<b>730.00</b>
161514	2/25/2015	0000476 KERR, JACK	01-15		JAN 2015/PUBLIC DEFENSE SCREENIN	1,400.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161514	2/25/2015	0000476 KERR, JACK	(Continued) 02-15		FEB 2015/PUBLIC DEFENSE SCREENIN	1,400.00
					<b>Total :</b>	<b>2,800.00</b>
161515	2/25/2015	0000494 LAKESIDE INDUSTRIES	5035741MB		ASPHALT	488.64
					<b>Total :</b>	<b>488.64</b>
161516	2/25/2015	0007201 LIFETEK TRAINING, INC	15-099		ANNUAL ALIGNMENT	60.00
					<b>Total :</b>	<b>60.00</b>
161517	2/25/2015	0000515 LOGGERS & CONTRACTORS, INC	00063061		HOSE/COUPLINGS/HANDLES	2,720.93
					<b>Total :</b>	<b>2,720.93</b>
161518	2/25/2015	0000522 LUEHR, TOM	1 1		DRIVING SERVICES DRIVING SERVICES	78.00 75.00
					<b>Total :</b>	<b>153.00</b>
161519	2/25/2015	0000660 MARKET PLACE FOOD & DRUG	190813 591764		GROCERIES GROCERIES	200.35 489.53
					<b>Total :</b>	<b>689.88</b>
161520	2/25/2015	0006072 MASTER'S TOUCH, LLC	P38121 P38122		JAN 2015/POSTAGE FOR LATE NOTICE JAN 2015/POSTAGE FOR STATEMENTS	466.83 2,915.70
					<b>Total :</b>	<b>3,382.53</b>
161521	2/25/2015	0006072 MASTER'S TOUCH, LLC	38121 38122		JAN 2015/LATE NOTICES JAN 2015/MAILING SERVICES FOR STA	273.27 885.91
					<b>Total :</b>	<b>1,159.18</b>
161522	2/25/2015	0007450 MAZZOLI, KELLYE	TRAVEL REIMB		TRAVEL REIMB	182.22
					<b>Total :</b>	<b>182.22</b>
161523	2/25/2015	0000561 MERRIMAN, DOUGLAS	TRAVEL REIMB		TRAVEL REIMB	177.10
					<b>Total :</b>	<b>177.10</b>
161524	2/25/2015	0004818 MICHAEL BOBBINK LAND USE SRVCS	021515		FEB 2015/HEARING EXAMINER	1,500.00
					<b>Total :</b>	<b>1,500.00</b>

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161525	2/25/2015	0000565 MICROFLEX, INC	00022275		ONLINE SERVICE	1,304.40
<b>Total :</b>						<b>1,304.40</b>
161526	2/25/2015	0000538 MID AMERICAN RESEARCH CHEMICAL	0544034-IN		ZYME-CRETE	379.42
<b>Total :</b>						<b>379.42</b>
161527	2/25/2015	0005445 MONTOYA, MATTHEW J	002		JAN 2015/PUBLIC DEFENSE	10,000.00
<b>Total :</b>						<b>10,000.00</b>
161528	2/25/2015	0007670 NETWORKFLEET, INC	OSV000000220114		MONTHLY SERVICE	323.27
<b>Total :</b>						<b>323.27</b>
161529	2/25/2015	0003946 OAC SERVICES, INC	129089		PROF SVC/OAK HARBOR WWT	2,127.67
<b>Total :</b>						<b>2,127.67</b>
161530	2/25/2015	0000672 OAK HARBOR ACE	250857		FASTENERS	6.63
			251254		STRAP/WALL ANCHOR	8.46
			251296		GRAFITTI REMOVER	32.58
			251324		GRAFITTI REMOVER	10.86
			251336		SPRAYPAINT	10.86
			251367		STRIP	3.79
			251372		SPRING	92.84
			251386		SNAP RND EYE	26.07
			251391		PAINTBRUSH/CAULK/MAGNET	16.03
			251400		MAGNET	-9.23
			251429		HOSE/BALL VALVE	36.94
			251434		PLANO CASE	4.12
			251466		RODS	11.94
			251475		CEMENT/PRIMER	9.76
			251494		HOSE/CAN OPENER/CARWASH	45.07
			251499		CLEANER	10.86
			251539		PLATES	1.72
			251547		RODS	-5.97
			251581		WASHERS/BENDS	11.94
			251587		FASTENERS/FLANGE/CAPS/NIPPLE/GA	47.85
			251656		TRAP/WASHERS/FLANGES	13.54
			251661		TAPE/ROLLER	13.53

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161530	2/25/2015	0000672 OAK HARBOR ACE	(Continued)			
			251668		SAW HOLE/DRILL BITS/TOOL	46.14
			251675		GRAFITTI REMOVER	15.20
			251680		EPSOM SALT	5.42
			251684		SCREWS/FASTENERS	13.95
			251723		BRUSHES/BULBS	31.25
			251752		CAPS	8.14
			251754		WALL PLATE	1.08
			251767		CAPS	3.79
			251769		PAINT REMOVER	13.03
			251772		CAP	-1.63
			251790		TAPE	55.35
					<b>Total :</b>	<b>591.91</b>
161531	2/25/2015	0000668 OAK HARBOR AUTO CENTER	001-229316		FILTERS	3.31
			001-229453		U-JOINT	13.12
			001-229763		BRUSHES	59.17
			001-230387		FILTERS	5.60
			001-230470		FILTERS	39.22
			001-230471		FILTERS	78.44
			001-230538		FILTERS	16.82
					<b>Total :</b>	<b>215.68</b>
161532	2/25/2015	0006743 OAK HARBOR ELKS LODGE	022815		2015 MARATHON SERVICES	3,000.00
					<b>Total :</b>	<b>3,000.00</b>
161533	2/25/2015	0002985 PACIFIC TIRE CO. INC	0084644		TIRES	143.22
			0084910		TIRES	276.05
					<b>Total :</b>	<b>419.27</b>
161534	2/25/2015	0000702 PAYNE, RANDY	EXP REIMB		EXP REIMB	162.89
					<b>Total :</b>	<b>162.89</b>
161535	2/25/2015	0000709 PERS	01089388		JAN 2015/UNFUNDED LIABILITY	26.98
					<b>Total :</b>	<b>26.98</b>
161536	2/25/2015	0007751 PHENOVA	112368		WP DISSOLVED OXYGEN	102.53

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161536	2/25/2015	0007751 0007751 PHENOVA			(Continued)	<b>Total : 102.53</b>
161537	2/25/2015	0000730 POWELL, JANIS	1		DRIVING SERVICES	102.40
						<b>Total : 102.40</b>
161538	2/25/2015	0004622 POWERS-RANG, LISA	TRAVEL ADVANCE		TRAVEL ADVANCE	212.50
						<b>Total : 212.50</b>
161539	2/25/2015	0000746 PUGET SAFETY EQUIPMENT	0024501-IN		GLOVES/SHIELD	252.10
						<b>Total : 252.10</b>
161540	2/25/2015	0000743 PUGET SOUND ENERGY	200000136776		ELECTRICITY/1301 SE CATALINA DR	36.94
			200000881421		ELECTRICITY/1500 S BEEKSMA DR DIS	2,035.33
			200000919684		ELECTRICITY/1501 SE CITY BEACH ST	10.16
			200000947859		ELECTRICITY/CITY SHOP	2,764.97
			200001097589		ELECTRICITY/1500 S BEEKSMA DR EB/	11.68
			200001884218		ELECTRICITY/1888 NE 5TH AVE PUMP	13.69
			200002036164		ELECTRICITY/30505 ST ROUTE 20	230.10
			200002036719		ELECTRICITY/34777 STATE ROUTE 20 S	107.61
			200002036917		ELECTRICITY/BTWN BAYSHORE DR & I	149.26
			200002037097		ELECTRICITY/2000 SW SCENIC HEIGH	24.32
			200002037261		ELECTRICITY/1780 SW SPRINGFIELD C	10.77
			200002037501		ELECTRICITY/3285 SW SCENIC HEIGH	105.50
			200002170617		ELECTRICITY/552 NW CLIPPER DR	10.16
			200002511539		ELECTRICITY/2075 SW FT	10.16
			200002723381		ELECTRICITY/1500 S BEEKSMA DR CM	189.44
			200003267636		ELECTRICITY/1000 SE IRELAND ST	16.84
			200003459654		ELECTRICITY/1957 FORT NUGENT RD I	164.46
			200004342099		ELECTRICITY/650 NE 7TH AVE SEWAGI	16.55
			200004562878		ELECTRICITY/800 SE MIDWAY BLVD	170.36
			200004856627		ELECTRICITY/1577 NW 8TH AVE	10.16
			200005263310		ELECTRICITY/SMITH PARK	10.16
			200005461666		ELECTRICITY/1500 S BEEKSMA DR WK	10.64
			200005643446		ELECTRICITY/NEIL PK & HOLLAND GAF	30.74
			200005933094		ELECTRICITY/700 SE PIONEER WAY LA	5,311.75
			200006103952		ELECTRICITY/5941 STATE ROUTE 20	13.96
			200007268135		ELECTRICITY/SW ERIS ST SW BARRIN	172.38

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161540	2/25/2015	0000743	PUGET SOUND ENERGY			
			(Continued)			
			200007702943		ELECTRICITY/700 AV W & MIDWAY	231.21
			200007824192		ELECTRICITY/75 SE JEROME ST	10.16
			200008386993		ELECTRICITY/FABER ST & HARVEST D	10.77
			200008816189		ELECTRICITY/ANNEX	19.69
			200010322895		ELECTRICITY/2330 SW ROSARIO PL	34.38
			200010499248		ELECTRICITY/1948 NW CROSBY AVE	112.25
			200010499446		ELECTRICITY/1661 NE 16TH AVE SWRS	25.32
			200010530240		ELECTRICITY/651 SE BAYSHORE DR LI	102.75
			200010530802		ELECTRICITY/CITY BEACH PARK	10.77
			200010531024		ELECTRICITY/940 SE PIONEER WAY C/	263.44
			200010531172		ELECTRICITY/1300 NE BIG BERRY LOC	10.77
			200010531354		ELECTRICITY/1500 S BEEKSMA DR CAI	201.79
			200010531941		ELECTRICITY/800 SE DOCK ST	124.97
			200010699706		ELECTRICITY/1500 S BEEKSMA DR BAI	30.18
			200011316839		ELECTRICITY/SR 20 & 650 AV W	1,299.43
			200011551930		ELECTRICITY/ADULT CARE CENTER	30.65
			200011579964		ELECTRICITY/285 SE JEROME ST	12.78
			200012220337		ELECTRICITY/128 E WHIDBEY AVE	10.16
			200012278087		ELECTRICITY/FIRE STATION	1,200.65
			200012425357		ELECTRICITY/TREATMENT PLANT	4,063.27
			200012838765		ELECTRICITY/PIONEER PARK	22.18
			200013370750		ELECTRICITY/MARINA	4,130.11
			200013734963		ELECTRICITY/672 CHRISTIAN RD PUMI	4,074.68
			200013968405		ELECTRICITY/1540 SE PIONEER WAY L	176.48
			200014151886		ELECTRICITY/1370 SE DOCK ST	116.01
			200014366534		ELECTRICITY/700 AV W & 80 NW	271.30
			200014596478		ELECTRICITY/CITY HALL	864.98
			200015399153		ELECTRICITY/1678 SW 8TH AVE	10.16
			200015618321		ELECTRICITY/600 NE 7TH AVE	125.95
			200015685833		ELECTRICITY/287 SE CABOT DR SWRF	69.68
			200017255619		ELECTRICITY/690 SW HELLER RD WTF	547.24
			200017441482		ELECTRICITY/CITY BEACH PARK	437.38
			200017575347		ELECTRICITY/1367 NW CROSBY AVE S	125.99
			200017653656		ELECTRICITY/3300 OLD GOLDIE RD PL	74.46
			200017654415		ELECTRICITY/1000 SW THORNBERRY I	186.87
			200017853025		ELECTRICITY/2081 NE 9TH AVE SWRPI	12.64

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161540	2/25/2015	0000743 PUGET SOUND ENERGY	(Continued)			
			200019043344		ELECTRICITY/90 SE PIONEER WAY LIG	57.66
			200019500517		ELECTRICITY/1137 NW KATHLEEN DR I	37.46
			200020179194		ELECTRICITY/626 CHRISTIAN DR	41.54
			200020235012		ELECTRICITY/SENIOR CENTER	786.90
			200020308330		ELECTRICITY/1500 S BEEKSMA DR KIT	10.16
			200022441113		ELECTRICITY/980 SW MCCROHAN ST I	86.47
			200023231067		ELECTRICITY/945 E WHIDBEY AVE #B	41.63
			200023360569		ELECTRICITY/700 W HELLER RD TRAFI	63.56
			200024715845		ELECTRICITY/1285 NE TAFTSON ST LF	31.72
			200025075157		ELECTRICITY/33500 STATE ROUTE 20	299.10
			220000598098		ELECTRICITY/ANIMAL SHELTER	166.45
			220002244337		ELECTRICITY/END OF GUN CLUB ROA	71.59
			220002247165		ELECTRICITY/SW FAIRWAY PIONT DR	13.34
			220003651407		ELECTRICITY/#101	565.05
			220003735804		ELECTRICITY/275 SE PIONEER WAY	573.14
			220005593946		ELECTRICITY/1770 NE GOLDIE ST PUM	24.52
			220005790955		ELECTRICITY/301 SE PIONEER WAY	494.71
			300000005003		ELECTRICITY/STAYSAIL RV PARK	391.92
			300000009906		ELECTRICITY/2220 SW VISTA PARK DR	26.58
			300000010409		ELECTRICITY/PARKS	62.39
			300000010458		ELECTRICITY/INTSCTN OF MIDWAY & M	375.96
			300000010516		ELECTRICITY/900 SE MIDWAY BLVD	241.36
					<b>Total :</b>	<b>35,152.80</b>
161541	2/25/2015	0002508 RINEY PRODUCTION SERVICES	10-1404		TAPING SERVICES	2,172.84
					<b>Total :</b>	<b>2,172.84</b>
161542	2/25/2015	0003024 ROBBINS, EPHRAIM	TRAVEL ADVANCE		TRAVEL ADVANCE	248.50
					<b>Total :</b>	<b>248.50</b>
161543	2/25/2015	0000801 SEA WESTERN, INC	182194		STREAMLIGHT	538.07
					<b>Total :</b>	<b>538.07</b>
161544	2/25/2015	0004415 SEATTLE PUMP	15-0160		VACTOR CONNECTORS	139.17
			15-0363		HOSE/END WELDMENT	1,858.77

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161544	2/25/2015	0004415 0004415 SEATTLE PUMP	(Continued)			<b>Total : 1,997.94</b>
161545	2/25/2015	0000809 SENIOR SERVICES OF ISLAND	OH01-2015		JAN 2015/SENIOR SERVICES	1,500.00
						<b>Total : 1,500.00</b>
161546	2/25/2015	0007029 SERVATIUS, JOEL	TRAVEL REIMB		TRAVEL REIMB	175.28
						<b>Total : 175.28</b>
161547	2/25/2015	0000816 SHELL FLEET PLUS	0000000065163545502		FUEL	19.60
						<b>Total : 19.60</b>
161548	2/25/2015	0000817 SHELLEY, TIM	TRAVEL REIMB		TRAVEL REIMB	21.50
						<b>Total : 21.50</b>
161549	2/25/2015	0000822 SHRED-IT USA, INC	9404864632 94630560		SHREDDING SHREDDING	716.59 -663.62
						<b>Total : 52.97</b>
161550	2/25/2015	0007754 SIGNMART	SM-17247		HAND HELD STOP SIGNS	133.20
						<b>Total : 133.20</b>
161551	2/25/2015	0000831 SIX ROBBLEES', INC	14-299777 14-299778 14-299884 14-299885		TRIANGLE FLARE KIT TRIANGLE FLARE KIT AUTOMATIC BRAKE LENS	22.79 22.79 237.55 14.09
						<b>Total : 297.22</b>
161552	2/25/2015	0000814 SKAGIT FARMERS SUPPLY	420964		GRASS SEED	7.60
						<b>Total : 7.60</b>
161553	2/25/2015	0000846 SOUND PUBLISHING	702536 WCW613689 WCW613701 WCW614031 WCW614042		JAN 2015/PUBLICATIONS-ACCT#801256 CITY APPLICATIONS CITY APPLICATIONS CITY NOTICES CITY ORDINANCES	828.27 169.46 170.70 152.01 138.31
						<b>Total : 1,458.75</b>
161554	2/25/2015	0000851 SPRINT	182311697		LONG DISTANCE	5.76

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161554	2/25/2015	0000851 0000851 SPRINT	(Continued)			<b>Total : 5.76</b>
161555	2/25/2015	0003883 STAPLES BUSINESS ADVANTAGE	3254498252		TONER	69.25
			3254498256		BINDERS/TABS	79.24
			3254498259		TONER	123.85
			3254498260		TONER/INDEX	1,166.60
			3255060047		CLEANER	25.20
			3255060050		COVER/ADAPTER	554.31
			3255060054		STAPLER/STAPLES/MOUSE PAD	31.15
			3256245414		ADAPTER	130.41
			3256245419		FILE/STAMP	32.74
			3256245421		CABLE	55.05
					<b>Total :</b>	<b>2,267.80</b>
161556	2/25/2015	0005786 STOWES SHOES & CLOTHING	0008659		BOOTS/BAZA	189.02
			0008915		BOOTS/WILLIAMS	200.00
					<b>Total :</b>	<b>389.02</b>
161557	2/25/2015	0003749 STUMP, PATRICK L	1		DRIVING SERVICES	120.00
					<b>Total :</b>	<b>120.00</b>
161558	2/25/2015	0000874 SURETY PEST CONTROL	1048376		PEST EXTERMINATION	54.35
			1048780		PEST EXTERMINATION	59.79
					<b>Total :</b>	<b>114.14</b>
161559	2/25/2015	0005273 TANDEM SERVICE CORP, INC	1132426		PUMPING FEES	266.31
					<b>Total :</b>	<b>266.31</b>
161560	2/25/2015	0007265 THOMPSON, ANNA	021815		WELLNESS INCENTIVE	20.00
					<b>Total :</b>	<b>20.00</b>
161561	2/25/2015	0000923 UNITED PARCEL SERVICE	0000A0182W055		SHIPPING	11.76
			0000A0182W065		SHIPPING	27.73
					<b>Total :</b>	<b>39.49</b>
161562	2/25/2015	0000926 USABLUEBOOK	561535		ROOT CONTROL	167.04
					<b>Total :</b>	<b>167.04</b>

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161563	2/25/2015	0000932 VERIZON WIRELESS	9740246781		CURRENT COMM CHARGES	5,182.45
					<b>Total :</b>	<b>5,182.45</b>
161564	2/25/2015	0005469 WASHINGTON MARRIOTT WARDMAN PK	022315		HOTEL ACCOMMODATIONS	6,952.44
					<b>Total :</b>	<b>6,952.44</b>
161565	2/25/2015	0001052 WASHINGTON STATE PATROL	115005450		BACKGROUND CHECKS	462.00
					<b>Total :</b>	<b>462.00</b>
161566	2/25/2015	0002032 WASHINGTON WASTEWATER PERSONNL	021315		APPLICATION/ROBBINS	15.00
					<b>Total :</b>	<b>15.00</b>
161567	2/25/2015	0000985 WASTE MANAGEMENT	021015		DUMPSTER DEPOSIT REFUND	1,257.06
					<b>Total :</b>	<b>1,257.06</b>
161568	2/25/2015	0001055 WATERWORX DIVE SERVICE	021215		UNDERWATER SERVICES	2,000.08
					<b>Total :</b>	<b>2,000.08</b>
161569	2/25/2015	0006853 WEED, GRAAFSTRA & BENSON, INC, LAW OI 32			PPROF SVC/GENERAL	6,979.00
					<b>Total :</b>	<b>6,979.00</b>
161570	2/25/2015	0001000 WHIDBEY AUTO PARTS, INC.	234820 236335		GRIND WHEEL FITTING	26.82 4.34
					<b>Total :</b>	<b>31.16</b>
161571	2/25/2015	0001007 WHIDBEY CLEANERS	266315		GARMENTS	13.04
					<b>Total :</b>	<b>13.04</b>
161572	2/25/2015	0007753 WL CONSTRUCTION SUPPLY, LLC	6206		BLADE	389.99
					<b>Total :</b>	<b>389.99</b>
161573	2/25/2015	0001037 WORK OUTFITTERS	50310		BOOTS/BOONSTRA	165.96
					<b>Total :</b>	<b>165.96</b>
161574	2/25/2015	0001067 ZEP SALES & SERVICE	9001452806		CHERRY BOMB COMPLETE	135.77
					<b>Total :</b>	<b>135.77</b>
161575	2/25/2015	0001068 ZUMAR INDUSTRIES, INC	0174346		SH248SMA	849.16

Voucher List  
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161575	2/25/2015	0001068	0001068 ZUMAR INDUSTRIES, INC		(Continued)	<b>Total : 849.16</b>
118 Vouchers for bank code : bank						<b>Bank total : 274,839.83</b>
118 Vouchers in this report						<b>Total vouchers : 274,839.83</b>

**City of Oak Harbor  
City Council Agenda Bill**

Bill No. C/A 6.c  
Date: March 3, 2015  
Subject: Update to the Transportation  
Element of the Comprehensive  
Plan - Consultant Request for  
Proposal

**FROM: Cathy Rosen, Public Works Director**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

- ⊙ Scott Dudley, Mayor
- ⊙ Larry Cort, City Administrator
- ⊙ Doug Merriman, Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

**RECOMMENDED ACTION**

A motion to authorize staff to issue a Request for Proposal to qualified transportation consulting firms for services needed to develop the update to the Transportation Element of the Oak Harbor Comprehensive Plan.

**BACKGROUND / SUMMARY INFORMATION**

The purpose of this agenda bill is to request authorization to issue a Request for Proposal to qualified transportation consultants for updating the Transportation Element of the Oak Harbor Comprehensive Plan.

The Transportation Element of the Comprehensive Plan is required under [RCW 36.70A.070](#). An update to the Transportation Element is required on or before June 30, 2016 under [RCW 36.70A.130](#).

Much of the work required to develop the update to the Transportation Element is of a specialized nature. City staff does not have the resources and manpower to accomplish the tasks needed for this project.

The Transportation Element of the Comprehensive Plan is intended to provide guidance regarding necessary improvements to the City's transportation infrastructure. Major items to be addressed in the plan include:

- Travel demand forecasting
- Public outreach
- Development of a prioritized list of transportation projects to meet current and future needs
- Identification of necessary street networks and ROW corridors with emphasis on the southwest portion of the City's Urban Growth Area, and

- Estimates of total project costs (engineering, permitting, construction, etc.)

As required by RCW 36.70A, a financial analysis comparing prioritized transportation needs against probable funding resources is also part of the plan. Recommendations on funding options will be provided in the financial analysis.

Upon Council authorization, a Request for Proposal will be forwarded to three qualified transportation consultant firms selected from the Municipal Research and Services Center (MRSC) consultant roster. Responding firms will submit written proposals which will be evaluated by staff. A City interview panel will be formed and the responding consultants will each present their proposals in person. The interview panel will then select the consultant firm deemed most qualified for the project. Staff will begin negotiations with the selected firm to establish a scope of services and fee for the project.

## **LEGAL AUTHORITY**

## **FISCAL IMPACT**

## **PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

October 21, 2014 - Council approved The Surface Transportation Program – regional grant application for funding the update to the Transportation Element of the Comprehensive Plan.

December 16, 2014 - Council approved Resolution 14-53 on accepting the terms of the Washington State Department of Transportation Local Agency Agreement for utilizing federal funds for updating the Transportation Element of the Oak Harbor Comprehensive Plan.

This item has not been presented at a Council workshop.

## **ATTACHMENTS**

1. [2016 City of Oak Harbor Transportation Element Request for Proposal](#)

# 2016 CITY OF OAK HARBOR TRANSPORTATION ELEMENT REQUEST FOR PROPOSAL

## PURPOSE

The City of Oak Harbor Public Works and Development Services departments invite XYYZZ firm to submit a proposal for developing the update to the Transportation Element of the City of Oak Harbor Comprehensive Plan in accordance with the Washington State Growth Management Act. The Transportation Element includes, but is not limited to, travel demand modeling, population and economic forecasting, level of service standards, concurrency regulations, financial planning, multimodal components and public involvement.

The purpose of this project is to update and finalize the City of Oak Harbor Transportation Element and Concurrency Management Program in accordance with Washington State Growth Management Act (GMA) requirements. The Transportation Element will be consistent with the City of Oak Harbor Comprehensive Plan Land Use Element and will include land use data and projections for a twenty year horizon.

The Transportation Element will also include land use assumptions used in estimating travel; multimodal improvements or strategies that are made concurrent with development, estimated traffic impacts to facilities, and service needs, active living components and other critical elements. The transportation modeling and population and economic forecast work associated with this project should incorporate, as appropriate, information in the Island County Transportation Element and the Skagit-Island RTPO.

## SCOPE OF SERVICES

The Scope of Services includes, but is not limited to, services necessary to prepare an update to the City of Oak Harbor Comprehensive Plan Transportation Element as prescribed in the Growth Management Act. The respondent is asked to use their technical expertise, professional experience and creativity when developing a proposal designed to meet the project objectives. As such, respondents may propose activities that differ from those in this work statement if they believe that these processes will produce a more sound transportation plan. The respondent is required to provide a description of their skills and qualifications related to the expected consultant activities listed below. Please include relevant project examples.

1. Land Use Data Collection / Projections and Socio-Economic Forecasts and Allocations Anticipated forecast horizon is between 20 to 30 years. The forecasts are expected to be prepared to support compliance with GMA and the travel demand model maintained by the Skagit Council of Governments (SCOG). The travel demand model is used in development of the transportation elements of Island and Skagit County GMA plans and related analysis. The travel demand model also supports the development of the Regional Transportation Plan (RTP) for the RTPO. Forecasts variables would be prepared or allocated to Cities, Urban Growth Areas (UGA), and Traffic Analysis Zone (TAZ).
2. Travel Demand Modeling Current Island and Skagit County model has a 2008 base year. The expectation is the consultant will be responsible for coordinating modeling efforts with the existing RTPO model.
3. Existing and Future Conditions Analysis The consultant is expected to conduct analysis of deficiencies and development of improvement alternatives/scenarios. Alterations to land use designations/assumptions should be considered among the differing scenarios. It is the desire of the City of Oak Harbor to incorporate multimodal analysis as part of the transportation element.

4. Preparation of Long Range Transportation Plan Report Prepare a nearer term and long range travel demand forecast for City of Oak Harbor.
5. Financial Analysis and Forecasting The update will include a financial analysis of transportation costs (improvements, maintenance, preservation and operations), reasonably expected transportation revenues available during the plan period and financial strategies to close any revenue gap in accordance with GMA.
6. Concurrency Management Program Update The consultant is expected to review and recommend changes to the concurrency management system for City of Oak Harbor, including incorporating multimodal measures.
7. Transportation Planning Goals Goals and policies in the existing 2007-2035 Transportation Element will be reviewed and updated to coordinate and guide the development and implementation of the Comprehensive Plan. Transportation goals and policies are to be developed consistent with GMA requirements and integration of the land use element with the transportation infrastructure.
8. Assistance with SEPA The selected consultant is expected to provide assistance to the City of Oak Harbor in preparing both the threshold determination under SEPA and a SEPA Checklist.
9. Project Management and Agency Coordination Agency coordination is a critical element of GMA that requires the transportation plan of adjacent agencies to be in general agreement. These agencies may include the Washington State Department of Transportation (WSDOT), Skagit-Island Regional Transportation Planning Organization (RTPO), and Skagit and Island Counties.
10. Public Meetings and Briefings The transportation element and plan development process will entail public involvement. A public involvement plan will be included in the scope of work.
11. Mapping and Geographic Information System (GIS) Analysis The transportation systems of the City of Oak Harbor will need to be developed in conjunction with and to support the other components of the comprehensive plan. GIS and mapping is expected to play an importation role in analysis and communication of the transportation element.

## EXPECTED MAJOR PRODUCTS

This consulting effort is expected to produce two major products.

1. Transportation Plan in accordance with the requirements of RCW 36.070(6)(a) for the City of Oak Harbor.
2. Transportation Element of the Comprehensive Plan for the City of Oak Harbor's Growth Management Act compliant Comprehensive Plan.

## Resources Available for Review

Existing Information, data and documents known to be available include:

- Transportation Data/Counts. City of Oak Harbor: <http://www.oakharbor.org>
- Island County (<http://www.islandcounty.net/default.htm>) and Skagit Council of Governments maintain traffic count data and the Skagit-Island Travel Demand Model (<http://www.scog.net>)
- City of Oak Harbor GMA related plan documents
- Inventory of lane and intersection arrangements

- Collision data
- Oak Harbor GIS data
- Adopted community plans and studies, land use information, zoning
- U.S. Bureau of Census data
- Building permits, utility records, etc.
- Socioeconomic data provided by the Washington State Department of Commerce

## **PROPOSAL SUBMITALS**

To be considered responsive to this Request for Proposal, the submitted proposal must follow the direction presented and include the information required below.

Proposer shall send five (5) sets of the proposal with a cover letter indicating the project(s) they are submitting for. Sets of proposals are to include one (1) original (containing original signatures) and four (4) individually bound copies of the proposal. Each proposal should have no more than seven (7) sheets (double sided or not), plus a cover and a one page cover letter. Consultant should not exceed two (2) additional double-sided sheets per proposed sub-consultant.

Submittals must include the following information: Firm name, phone and fax numbers, email address for point of contact; Name of Principal-in-Charge and Project Manager; Number of employees in each firm proposed to project; Fed. Tax Id Number; UBI Number; D/M/WBE Certification number; Year Firm established; SIC Code (Name), NAICS Code (Name); Firm Type and Annual Gross Receipt. Include any information that would be relevant to evaluate your qualifications for that project listed above being submitted for.

DO NOT submit information regarding fees, price, man-hours or any other cost information with the Proposal. Submittals containing this information will not be considered.

## **ACCEPTANCE/REJECTION OF RESPONSES**

The City reserves the right and holds at its discretion the following rights and options

- To waive any or all informalities in any proposal
- To reject any or all responses
- To issue subsequent requests

## **ANTICIPATED SCHEDULE**

City of Oak Harbor Public Works will review all the proposals received and will select up to (3) three Consulting Firms for interviews. The following schedule has been established for the submission and evaluation of the proposals and selection of the consultant. These are tentative dates only and the City reserves the right to adjust these dates at its sole discretion:

- RFP Question Submittal Deadline - 4:30 p.m.                      March 18, 2015
- RFP Response Submittal Deadline – 4:30 p.m.                      March 25, 2015
- Tentative Candidate Selection/Interviews                      March 30 – April 13

## **EVALUATION CRITERIA**

Submittals will be evaluated and ranked based on the following:

- Professional qualifications of the consultant, previous experience with similar projects, and technical competence of the consultant team
- Understanding and approach toward scope of services and demonstrated ability to successfully interact with clients
- Appropriateness of organization, key personnel and their availability
- References from public agency clients
- Familiarity and experience with the Washington State Growth Management Act
- Capability to meet schedules and demonstrated cost controls from similar projects
- Ability to comply with the WSDOT consultant contract requirements included in Chapter 31 of the WSDOT Local Agency Guidelines Manual

City of Oak Harbor encourages disadvantaged, minority, and women-owned consultant firms to respond.

**The submittal must be mailed to:** City of Oak Harbor Public Works, Attn: Arnie Peterschmidt, 865 SE Barrington Drive, Oak Harbor, WA 98277 by March 25, 2015 no later than 4:30 PM. No submittals will be accepted after the specified date and time.

## **ASSURANCES**

This project is partially funded by the Regional Surface Transportation Program Federal-Aid funds administered by the Washington State Department of Transportation.

City of Oak Harbor, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

## **CONTACT INFORMATION**

Questions concerning this RFP must be received by email (no phone calls) no later than 4:30 p.m. on March 18, 2015. Email solicitation should be directed to: Arnie Peterschmidt, Project Engineer  
Email: [apeterschmidt@oakharbor.org](mailto:apeterschmidt@oakharbor.org)

Based on questions received, the project manager will provide clarification or further information through the project web site if needed (Public Works Web Page).

**City of Oak Harbor  
City Council Agenda Bill**

Bill No. C/A 6.d  
Date: March 3, 2015  
Subject: Wastewater Treatment Plant -  
Construction Management  
Request for Proposals

**FROM: Cathy Rosen, Public Works Director**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

- ⊙ Scott Dudley, Mayor
- ⊙ Larry Cort, City Administrator
- ⊙ Doug Merriman, Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

**RECOMMENDED ACTION**

Authorize staff to solicit proposals from Construction Management companies to support City staff during construction of the new wastewater treatment plant project.

**BACKGROUND / SUMMARY INFORMATION**

The purpose of this agenda bill is to authorize staff to solicit proposals from Construction Management companies to augment the City's staff during construction of the new wastewater treatment plant.

The City of Oak Harbor is preparing for construction of the new wastewater treatment plant. In order for the City to properly manage the project, additional staff is needed to support our efforts. The attached Request for Proposals (RFP) is intended to solicit proposals from engineering and construction management firms capable of providing the services necessary to properly staff the City's interest in the construction project.

Selection of construction management support services will consist of soliciting proposals from qualified firms registered with the Municipal Research Services and Consulting (MRSC) roster, interviewing the most qualified consultants and negotiating a scope of services.

The expected schedule is as follows:

- March – solicit RFPs
- March 31 through April 3 – review proposals
- April 7 through April 10 – interview applicants
- May 5 – consider award of CM contract

**LEGAL AUTHORITY**

**FISCAL IMPACT**

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

This topic was discussed at the January 28, 2015 City Council Workshop.

There have been no previous City Council actions on this item.

**ATTACHMENTS**

1. [Request for Proposals](#)



# **Request for Proposals Construction Manager Consultant**

## **Clean Water Facility**

**City of Oak Harbor, Public Works Department, Engineering Division  
March 3, 2015**

## 1.0 INTRODUCTION

The City of Oak Harbor, Washington (City) is accepting proposals from qualified Project and Construction Management Consulting firms to:

- To provide highly qualified and experience project and construction management personnel to support and augment City staff in overall management including team leadership, financial tracking, scheduling, quality assurance and other duties.
- Support an integrated delivery model together with the City staff, Carollo Engineers, Hoffman Construction, OAC Services and other vendors to maximize project value to rate payers and others. The project is using the Heavy Civil GC/CM delivery method.
- Assist the City managers in determining the best overall value of self-performed work by the GC/CM (if any) under RCW 39.10 for Heavy Civil projects.

The CITY's overall project team includes Carollo Engineers as the Engineer of Record, Hoffman Construction as the Heavy Civil GC/CM, OAC Services as GC/CM Consultant, as well as specialty consultants for geotechnical engineering, surveying, archeology, materials testing and other disciplines.

Proposal submittal deadline:

**March 26, 2015, 4:30 p.m. Pacific Time**

Please submit four (4) copies of the RFP to:

**The City of Oak Harbor  
865 SE Barrington Drive  
Oak Harbor, WA 98277  
Attention: Joe Stowell, City Engineer**

Questions may be directed to Joe Stowell, via email to: [jstowell@oakharbor.org](mailto:jstowell@oakharbor.org).

## 2.0 PROJECT DESCRIPTION

The Oak Harbor Clean Water Facility will replace two aging wastewater treatment facilities with a new plant that meets modern standards for capacity, reliability and performance. The new facility will provide continued reliable wastewater service to the community while protecting and preserving the surrounding environment.

The City's wastewater system currently consists of two facilities: a rotating biological contactor (RBC) facility near Windjammer Park (RBC Plant), and a Lagoon Plant on the U.S. Navy Seaplane Base. Multiple alternatives were evaluated over a 2 year period to identify the best alternative to replace these facilities. The selected alternative consists of a new membrane bioreactor (MBR) treatment facility located in the vicinity of Windjammer Park, near the City's existing RBC plant. The Project will be completed in phases to accommodate existing and future flows and loads. Portions of the existing RBC plant must be kept in service throughout construction. The site is complex for a number of reasons, including: 1) challenging geotechnical conditions; 2) location relative to the 100-year flood plain; 3) adjacency to well-used public spaces; 4) potential for cultural resources to be discovered during construction; and 5) adjacency to existing commercial and other heavy traffic areas.

The treatment capacity of the initial phase of the Project is expected to be 2.7 million gallons per day (mgd). The project will include the following components:

- A new headworks (pumping and primary treatment) facility;
- Secondary treatment using the MBR treatment process;
- Disinfection with ultraviolet (UV) light;
- Solids treatment to Class A quality;
- Electrical service and primary/secondary distribution;
- Outfall structures;
- Odor control;
- Associated non-process facilities (laboratory, administration, maintenance, etc.);
- Additional amenities/features selected by the City to allow the facility to fit within the surrounding environment.

Additional information about the project can be found at <http://www.oakharborcleanwater.org/>.

### **3.0 PROJECT SCHEDULE**

#### **Design**

- 60% Design Submittal: May, 2015
- 90% Design Submittal: September, 2015
- Final Design: December, 2015

#### **Construction**

- May 2015: Early Sitework and Excavation
- June 2015: Outfall Construction
- Dec 2015 – Dec 2017: Treatment Plant Construction
- Jan 2018 – Jan 2019: Site Restoration and Mitigation Projects

#### 4.0 BUDGET

The final scope of work and associated budget line for construction activities is expected to be finalized in the pre-construction phase of the project. The most current projected project budget is as follows:

Treatment Plant Construction (Site Preparation & Facilities)	\$70,032,930
Outfall Construction	3,255,643
Property Acquisition	5,406,588
Professional Services, GC/CM, Legal, and Administration	<u>16,168,573</u>
Total	<u>\$94,863,734</u>

Potential CM consultants should be aware that the final project budget figures are currently under review and are likely subject to significant variations in the total project cost

#### 5.0 SCOPE OF SERVICES:

The successful CM consultant will provide specific project staff with proven qualifications and experience on similar projects to advise and assist the City in overall project management services in close coordination and cooperation with existing City Staff and current project team members. The City intends to interview and select staff members from the CM's proposed staff.

Services will include:

- Assist the City in coordination and administration of project planning, design, and construction.
- Provide oversight of the permitting and entitlements process responsibilities.
- Assist with financial management including control of costs to maximum value received within available project funding.
- Assist the City and Hoffman in overseeing the Master Project Schedule, including a plan for commissioning, start up, training and turnover.
- Prepare and coordinate preparation of periodic progress and financial information reports required by the City.
- Assist in communication with staff, community, and news media to enhance understanding and support for the project as necessary
- Assist the City in occupancy and warranty planning

#### 6.0 PERSONNEL TO BE PROVIDED:

The successful CM consultant will meet with City staff to finalize expected staffing to be provided by the consultant, roles and responsibilities and integration with City staff. The on-site personnel listed below are expected to be fully dedicated to the project—on site personnel shall have no other client obligations during the course of this project. Contingent personnel listed below shall be used on an as needed basis and may be located at the consultant's office or the project site.

### **On-Site Personnel:**

**Resident Engineer (RE).** This individual shall demonstrate a successful track record leading the delivery of waste water treatment plants, working collaboratively with designer and contractors, and overseeing smooth hand off to plant operations. The RE will support City staff in the overall leadership of the project, This role is expected to be full time beginning at contract signing through the construction completion, start up and successful commissioning. The RE is expected to live within commuting distance of the project site.

**Quality Assurance Manager/Inspector (QA).** This individual shall demonstrate a successful track record of overseeing the overall quality delivery on federally funded projects of similar size and complexity. The QA will provide overall coordination and oversight of the quality effort including procuring and scheduling specialty inspectors, coordinating with Hoffman's QC Manager and Carollo's staff. This role is expected to be full time beginning prior to ground breaking and continue through the construction completion, start up and successful commissioning. The Project Manager is expected to live within commuting distance of the project site.

**Administrative Specialist.** This individual shall support the RE and other consultant and City staff with meeting coordination, document control, public relations and other duties as assigned. The Administrative Specialist is expected to live within commuting distance of the project site.

### **Contingent Staffing:**

**Project Controls Specialist.** This individual or team of specialist shall provide project document control, project work flow coordination, financial tracking, forecasting and reporting and other tasks. Subject to negotiation, this role may be fulfilled at the consultant's office or the project site.

**Cost Estimating Specialist.** This individual or team of specialist shall provide cost estimating and cost validation as needed throughout the project. The cost estimator must be familiar with treatment plant facilities. This roll may be fulfilled at the consultant's office.

## **7.0 SUBMITTAL REQUIREMENTS**

Proposers are encouraged to provide a proposal that demonstrates its understanding of the Clean Water Project, its staff qualifications and experience on similar work and its availability to serve. Selection of the consultant will rest heavily on the qualifications, skills and availability of key staff members as well as the compatibility with other project members. An understanding of collaborative project delivery and the GCCM delivery method is critical.

Proposers are encouraged to provide concise information organized for easy review by City staff and consultants.

**Section 1. Letter of Interest**

Provide a letter interest of the firm in this project.

**Section 2. Firm Profile**

Provide an overall firm profile outlining the history, primary markets, services, clients, staff size and expertise. Profile your firm's leadership and how they will support the City.

**Section 3. Relevant Experience**

Provide project or service profiles highlighting similar work. Include the scope of services provided, years construction, staff personnel assigned to the project, and how this is relevant to the Clean Water Project. Highlight experience with GCCM delivery and your role in procurement, negotiations and delivery.

**Section 4. Proposed Staff**

Provide detailed resumes for all proposed staff including employment history, project experience, and roles on each project, years in the industry and years with your firm. Provide an explanation of your proposed role for each individual. For the On-Site Staff listed above confirm their availability and their ability to be within daily commuting distance to Oak Harbor.

**Section 5. Proposed Approach**

Describe how you propose to assist the City in organizing the overall management effort, organizing an integrated City/Consultant team for the project. How will you and your staff integrate with the ongoing design and planning efforts to ensure successful delivery? Provide a recommended organizational chart to describe your recommendations.

**Section 6. References**

Provide at least three client references for each proposed staff member.

**7.1 Submittal Delivery**

Submittals shall be delivered to:

The City of Oak Harbor  
865 SE Barrington Drive

Oak Harbor, WA 98277  
Attention: Joe Stowell, City Engineer

In a sealed envelope or box clearly marked as “Request for Proposals, CM Services, Clean Water Facility” by the date and time listed above.

**7.2 Late Submittals**

Submittals, modifications of submittals, received at the office designated in the solicitation after the exact hour and date specified for receipt will not be accepted.

**7.3 Cancellation of Request for Proposals or Postponement of Submittal Due Date and Time**

The City reserves the right to cancel this RFP at any time. The City may change the date and time for receiving submittals prior to the date and time established for submittal.

Questions will be encouraged during the pre-submittal conference also.

**7.4 Cost of Submittals**

Respondents are responsible for all costs of competition.

**7.5 Collusion or Improper Contact**

Contact with the City staff, Selection Committee members, Carollo Engineers, Hoffman Construction or OAC Services regarding this RFP is or collusion of any kind strictly prohibited. Respondents violating this prohibition will be disqualified from competition.

**9.7 Public Disclosure of Submittals**

Submittals received by the City in response to this RFP become public records and are subject to Chapter 42.56 RCW, the Public Records Act. The Respondent should clearly identify in its submittal any specific information that it claims to be confidential or proprietary. After a decision to award the contract has been made, the submittals shall be available for inspection and copying by the public. If the City receives a Public Records Act request to view the information so marked in the Respondent's submittal following an award, its sole obligations shall be to notify the Respondent (1) of the request and (2) of the date that such information will be released to the requester unless the Respondent obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Respondent fails to timely obtain a court order enjoining disclosure, the City will release the requested information on the date specified.

**7.6 Non-Closure Obligation**

Any data provided by the City either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize

nor distribute the City data in any form without the express written approval of the the City.

#### **7.7 Submittal Signature**

Each submittal shall include a completed submittal response form, the first page of this document, signed by an authorized representative of the Respondent.

#### **7.8 Addenda**

If at any time, the City changes, revises, deletes, clarifies, increases, or otherwise modifies the RFP, the City will issue a written Addendum to the RFP. Proposers must register on the County's website for this RFP to be notified of addendum and new documents on this RFP. It is the Proposer's responsibility to check for addenda and other new documents on-line.

#### **7.9 Questions and Interpretation of the RFP**

No oral interpretations of the RFP will be made to any Responder. All questions and any explanations must be requested in writing and directed to the City no later than date specific in Section or as extended per addendum. Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all Responders by addendum. Communications concerning this RFP with other than the listed Buyer or Purchasing staff may cause the Responder to be disqualified.

All questions regarding this procurement must be submitted via email to:

Joe Stowell, P.E.  
City Engineer  
City of Oak Harbor  
[jistowell@oakharbor.org](mailto:jistowell@oakharbor.org)

### **8.0 CONSULTANT SELECTION PROCESS**

The City shall review all valid submittals against the submittal requirements listed above and may hold interviews with proposes at the City's sole discretion. The most highly qualified firm(s) will be engaged in negotiations to refine service and fees.

### **9.0 COMPENSATION AND CONTRACTING**

Compensation for services provided is expected to be based on negotiated hourly rates and a not-to-exceed contract. A professional services agreement in a form provided by the City shall be negotiated with the successful proposer. The City reserves the right to negotiate with more than one proposer and select personnel from more than one firm if deemed to be in the City's best interest.



**City of Oak Harbor  
City Council Agenda Bill**

Bill No. C/A 6.e  
Date: March 3, 2015  
Subject: Authorization to bid-One (1)  
Front Load Refuse Truck

**FROM: Cathy Rosen, Public Works Director**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

- ⊙ Scott Dudley, Mayor
- ⊙ Larry Cort, City Administrator
- ⊙ Doug Merriman, Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

**RECOMMENDED ACTION**

A motion authorizing staff to proceed with advertisement to bid for one (1) front load refuse trucks.

**BACKGROUND / SUMMARY INFORMATION**

Proposed in the 2015-2016 biennial budget includes funds for the replacement of one front load refuse truck used for commercial pick up. It was purchased in 2008 and has been in use nearly every business day since we received it and it has an expected seven year life cycle.

Past practice has been to cycle the refuse trucks out every seven years. Staff has determined that seven years is ideal to get the most value out of the refuse truck and to limit the extreme repair and maintenance costs associated with heavy wear and tear on the refuse body specifically. In addition to the standard age criteria, staff looked at criteria's which include usage (hours or mileage), type of service, reliability, condition and repair costs. The ability to quantify replacement decisions is vital to our replacement program and by using all six criteria mentioned above; staff determined that these replacements are justified.

The bid specifications will include the trade-in of this vehicle and will call for a Currotto can attachment that allows staff to turn a front load refuse truck into a side arm refuse truck as an emergency backup. The City's current Currotto can attachment is worn out and is in need of replacement as well.

Funds have been set aside in the Equipment Rental replacement fund to replace the front load refuse truck with the Currotto can attachment.

Pending Council authorization City staff is ready to pursue competitive bidding for these acquisitions.

**LEGAL AUTHORITY**

**FISCAL IMPACT**

Funds Required: Not to exceed \$2,000.00

Appropriation Source: Solid Waste Fund

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

This item was reviewed at the City Council workshop on February 25, 2015.

**ATTACHMENTS**

1. [Criteria Master Sheet #61](#)



**Heavy Truck/Equipment Replacement Scoring Guidelines**  
(Vehicle/Equipment Over 10,500 lbs. G.V.W.R., Except Ambulances)

<b>Factor</b>	<b>Points</b>
Age	One point for each year of chronological age, based on in-service date of truck.
Usage	(a) One point for each 10,000 miles of use. (b) One point is assigned for every 750 hours-of operation.
Type of Service	1- 5 points are assigned based on the type of service under which the vehicle operates. For instance, a 5 is assigned to trucks that are utilized in demanding conditions under full load or under conditions that are considered very severe service. In contrast, a 1 would describe a vehicle used in a role that does not put severe demands on any of its components
Reliability	Points are calculated based on the ratio of frequency (occurrences) of repair over the last twelve months (LTM) of service compared to the frequency in the vehicle's second twelve months (STM) of life. For example, $LTM = 6 / STM = 2 =$ a score of 3.0 The maximum is 5 points. (PM, Statutory Inspections, and accidents not included)
Condition	This category takes into consideration an inspection of the body and underbody condition, rust, interior condition, accident history, and anticipated major or chronic repairs or major component replacement. A scale of 1 to 5 points is used with 5 indicating very poor condition or high expected maintenance cost.
Repair Costs	1 to 5 points are assigned based on total life-to-date repair costs (excluding the cost of accident damage). A 5 is assigned to a truck with life-to-date (LTD) repair costs equal to or greater than the vehicle's original purchase price, while a 1 is given to a truck with LTD maintenance costs are equal to 20% or less of its original purchase cost.

<b>Point Ranges</b>		
Under 23 points	Condition I	Excellent
23 to 27 points	Condition II	Good
28 to 32 points	Condition III	Qualified for replacement
33 points and above	Condition IV	Needs immediate consideration
	Condition V	Unsafe, functionally obsolete, non-compliant with O.S.H.A. and/or D.O.T.

**City of Oak Harbor  
City Council Agenda Bill**

Bill No. C/A 6.f  
Date: March 3, 2015  
Subject: For Hire (Taxi) License  
Application for All Island  
Express Taxi, LLC

**FROM: Teri Gardner, Deputy Police Chief/ Captain**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

- ⊙ Scott Dudley, Mayor
- ⊙ Larry Cort, City Administrator
- ⊙ Doug Merriman, Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

**RECOMMENDED ACTION**

Approve the application for taxi license – All Island Express Taxi, LLC.

**BACKGROUND / SUMMARY INFORMATION**

Mr. Rosengren operates All Island Express Taxi, LLC on the south end of Whidbey Island. He submitted a Background check application in order to begin the Taxi Application process to be licensed in the City of Oak Harbor in December of 2014.

The Background check was approved, with the condition that he obtain a 'For Hire Certificate' from Washington State Department of Licensing (DOL). Chief Green and the City Clerk have been in contact with a representative of the DOL, Derek Goudriaan, to ensure Mr. Rosengren obtained all necessary forms in order to be in compliance with State Law. See correspondence attached in Attachment 1 for reference.

On February 20, 2015, the DOL emailed the Clerk a copy of the 'For Hire Certificate' which fulfilled the conditions for Mr. Rosengren's Background check approval per Chief Green.

Note that additional drivers listed on Mr. Rosengren's application will apply for background checks if Council approves this Taxi License Application.

Mr. Rosengren has provided all necessary documentation in order to become properly licensed by the State and City of Oak Harbor, which includes:

- Approved Background Check.
- Washington State For Hire Certificate.
- Certificate of Liability Insurance.

- For Hire Addendum.
- Completed Business License Application and Taxi License Application.
- Council Approval needed.

If Council Approves the Taxi Application, Mr. Rosengren will be issued a City Business License and For Hire (Taxi) License.

With respect to OHMC 5.30.070(4), the City currently has two operating taxi companies: Ault Field Taxi and Whidbey Taxi.

**LEGAL AUTHORITY**

RCW 46.72 and RCW 81.72 as well as agency rules WAC 308-89 provide the basis for regulation of For Hire (Taxi) Businesses. These laws provide local jurisdictions with the authority to regulate For Hire (Taxi) businesses within their jurisdiction. In order to comply with State Law, Taxi Applicants in our City must obtain a Washington State For Hire Vehicle Certificate. This ensures that the business has and maintains valid insurance coverage. In addition, the Applicant must obtain an Oak Harbor Business License and For Hire (Taxi) License to comply with Oak Harbor Municipal Code (OHMC), Chapter 5.30 *For Hire Vehicles*.

The process by which an applicant receives our Business License and For Hire (Taxi) License is as follows:

- Receive Background check approval from OHPD
- Obtain Washington State 'For Hire Vehicle Certificate'
- Certificate of Liability Insurance
- Submit 'For Hire Addendum'
- Submit completed Business License Application and Taxi License Application
- Receive Council Approval per OHMC 5.30

**FISCAL IMPACT**

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

N/A

**ATTACHMENTS**

1. [Taxi License Application](#)
2. [Background Application and Correspondence](#)

3. [Washington State Department of Licensing For Hire Certificate](#)
4. [Certificate of Liability Insurance](#)
5. [For Hire Addendum](#)
6. [Business License Application](#)

CITY OF OAK HARBOR

APPLICATION FOR TAXI LICENSE

Fee: \$50.00 first two taxi's  
\$25.00 each additional  
Due January 1 each year  
Stalls: \$5.00 per month per stall

\* \* \* \* \*

Name of Applicant Ted ROSENBERG

Address PO BOX 904 Phone Number 360 341 8294

Fax Number \_\_\_\_\_ Date of Birth 09-14-55

Name and address of Taxi Company ALL ISLAND EXPRESS TAXI  
PO BOX 904 Clinton WA 98036

OPERATORS OF VEHICLES:

- |    |  |  |   |
|----|--|--|---|
| 1. | Name <u>Ted ROSENBERG</u>                            | Driver's Lic. # <u>ROSENTE F 4570M</u>                         | (police approval)<br><u>YES</u> <u>NO</u> |
| 2. | Name <u><del>THOMAS GRIMM</del></u>                  | Driver's Lic. # <u><del>GRIFFITHS</del></u>                    | <u>YES</u> <u>NO</u>                      |
| 3. | Name <u>Anthony D Caldwell</u><br><u>Bruce Grimm</u> | Driver's Lic. # <u>CALOWAY 420 PR</u><br><u>GRIMM BS 488R4</u> | <u>YES</u> <u>NO</u>                      |

Name of Insurance Company Gateway Insurance  
Policy Number CAP635141401

VEHICLES

	Make	Year	License Number
1.	<u>Ford</u>	<u>1996</u>	<u>C79579A</u>
2.	<u>Ford</u>	<u>1998</u>	<u>AMX 6023</u>
3.	_____	_____	_____

Vehicles inspected by Police. YES NO

[Signature]  
Signature of Applicant  
12/2/14  
Date

(Rate charges and schedule must be attached to application. All amendments to the rate schedule must be filed with the City Clerk.) See Rates attached below.

050 drop  
070 mile  
100 EXTRA PERSON



**Meter Charges**

Drop	\$2.00
Rate	\$2.40 per mile
Extra Passenger	\$1.00
Sitting Time	\$.50 per minute

Drop @.60

Rate @.70 per mile

Extra Passengers 1.00

Sitting Time .50 per min

A handwritten signature in cursive script, appearing to read 'F. M.' or similar, with a long horizontal stroke extending to the right.



**OAK HARBOR POLICE DEPARTMENT  
TAXI DRIVER APPLICATION/BACKGROUND CHECK**

**CITY CLERK** - Please attach one of these forms to each application for a license to operate a taxi.

**Applicant Fees – Payable at City Hall, per name, prior to records checks being performed:**

Trans Code: 0048 <sup>76</sup>\$10.00 WSP WATCH Check per name

Trans Code: 0904 \$10.00 Oak Harbor Police Department local records check

If there are multiple names (alias, maiden, etc.), charge \$10.00 for each WSP WATCH check. The \$10.00 OHPD fee is charged only once; not a per name charge.

Applicant Name (Print) Ted Theodore ROSENBERG ROSENBERG Date of Birth 09-14-55

Applicant Phone Number: (360) 507 9978

Alias/Maiden Names \_\_\_\_\_

States resided in since age 18 WASHINGTON

Applicant Social Security Number 535-645534 Taxi Company AN Island Express

Driver's License Number ROSENT4570M

<b>OHPD RECORDS USE ONLY</b>									
DRIVER'S CHECK - Run each state listed above and enter state name below.									
ST	<u>WA</u>	ST	ST	ST	ST	ST	ST	ST	ST
After running each of the following, write "Attached" or "None" in the space provided.									
LOCAL RECORDS	<u>Ø</u>	WATCH	<u>Ø</u>						
CHECKS RUN BY	<u>may</u>	DATE	<u>12-9-14</u>						

APPLICATION is:  Approved  Disapproved <sup>\*(CONDITIONALLY)</sup>

If disapproved, give reason: \_\_\_\_\_

\* MUST PROVIDE PROOF OF STATE CITY OF OAK HARBOR HIRE PERMIT / LICENSE ON UBI # 602945-100-001-0002 (SEE ATTACHED INFO)

DEC 08 2014  
PAID  
Finance Department

Officer Signature [Signature] Date 12-09-14

\*\*\*\*\*

CITY OF OAK HARBOR  
865 SE BARRINGTON DR  
OAK HARBOR, WA 98277-4092  
360-279-4530

\*\*\*\*\*

Reg# #/Rcpt#: 001-00223868 [ MC ]  
Accounting Date: Mon, Dec 8, 2014  
Date/Time: Mon, Dec 8, 2014 4:47 PM

\*\*\*\*\*

0076/TAXI - WSP WATCH BACKGROUND CK  
REF#:THEODORE ROSENGREN

FEE AMOUNT:\$ 10.00

0904/POLICE-FEES-FINGERPRINTS/PHOTO  
REF#:T ROSENGREN

FEE AMOUNT:\$ 10.00

-----  
RECEIPT TOTAL = \$ 20.00

\*\*\*\*\*

Payment Data:

Pmt# :1

Payer: ALL ISLAND EXPRESS TAXI  
METHOD: CHECK \$ 20.00  
Ref#: 5397

\*\*\*\*\*

RECEIPT SUMMARY

\*\*\*\*\*

TOTAL TENDERED = \$ 20.00  
RECEIPT TOTAL = \$ 20.00

-----  
CHANGE DUE = \$ 0.00

\*\*\*\*\*

THANK YOU!!

WWW.OAKHARBOR.ORG

\*\*\*\*\*

v:1.0.4237

## Ed Green

---

**From:** DOL BPD For Hire and Limousines <ForHire@dol.wa.gov>  
**Sent:** Monday, December 08, 2014 9:32 AM  
**To:** Ed Green; DOL BPD For Hire and Limousines  
**Cc:** Anna Thompson; Teri Gardner; Goudriaan, Derek (DOL)  
**Subject:** RE: All Island Taxi

Hello Chief Green,

Thank you for your inquiry regarding All Island Taxi, and the administrative action taken by our department. Our investigation determined All Island Express Taxi was operating without a For Hire permit or vehicle certificates as required by state law. As a result of the investigation we issued a fine and a cease and desist order effective October 30, 2014.

It appears the business is now taking steps toward coming into compliance with state law. In mid-November we received a licensing application for All Island Express Taxi, UBI 602-985-100, from the owner Ted Rosengren. However, the application remains incomplete as of today, and no For Hire permit has been issued.

As part of the application from All Island Express Taxi a For Hire Addendum is required from the local jurisdiction. The form allows local authorities to show whether or not For Hire transportation is regulated with laws enacted for that purpose. It appears Mr. Rosengren needs your city clerk, or other authority, to complete and sign an addendum.

There is no need for you to send our office any reports or citations at this time. I will send you an email if and when All Island Express Taxi completes the application and is issued a For Hire permit.

Sincerely,  
Derek Goudriaan

*Derek Goudriaan*

For Hire / Limousine Program Manager  
Washington Department of Licensing  
PO BOX 9039  
Olympia, WA 98507-9039  
360-664-1539 // [dgoudriaan@dol.wa.gov](mailto:dgoudriaan@dol.wa.gov)

---

**From:** Ed Green [<mailto:egreen@oakharbor.org>]  
**Sent:** Friday, December 05, 2014 11:51 AM  
**To:** DOL BPD For Hire and Limousines  
**Cc:** Anna Thompson; Teri Gardner  
**Subject:** All Island Taxi

Mr. Goudriaan –

I received this notice regarding All Island Taxi today (12-05-2014) from my City Clerk. I am writing because it says if we want or need to know the discipline to contact your office. I would like to know for the officers on the street:

1. Is All Island Taxi permitted to operate?
2. If they are permitted are their conditions or restrictions?
3. They do not have a business license to operate inside the City of Oak Harbor so if they are operating here we will be citing them for that violation.

4. And does DOL need copies of any reports generated if we stop and cite them for any reasons?

Thank you,

**Edgar J. Green, Chief of Police**  
Oak Harbor Police Department  
860 SE Barrington Drive  
Oak Harbor WA 98277  
Desk: (360) 279-4602  
Cell: (360) 914-7118  
FAX: (360) 279-4609  
[www.oakharbor.org](http://www.oakharbor.org)

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STATE OF WASHINGTON  
DEPARTMENT OF LICENSING  
PO Box 9039 • Olympia, Washington 98507-9039

December 2, 2014

Oak Harbor Clerk  
865 SE Barrington Dr  
Oak Harbor WA 98277

**RE: Disciplinary action taken: All Island Express Taxi, LLC**

Dear City Clerk:

This letter and the enclosure is being sent to inform you of a disciplinary action taken against a business operating within your jurisdiction. The enclosure pertains to:

All Island Express Taxi, LLC  
UBI: 602-985-100-001-0002  
PO Box 998  
Clinton, WA 98236

For additional information about this disciplinary action please contact the Limousine and For Hire program at 360-664-1539, by email to [forhire@dol.wa.gov](mailto:forhire@dol.wa.gov), or by mail to this address:

Department of Licensing  
Limousine & For Hire Program  
PO Box 9039  
Olympia, Washington 98507-9039

If you have any questions or need assistance with business licensing matters, please visit our website at <http://www.dol.wa.gov/business/>.

Sincerely,

Derek Goudriaan  
Limousine and For Hire Program Manager

Authority: Chapters 46.72 and 46.72A RCW

Enclosure

## Anna Thompson

---

**From:** Goudriaan, Derek (DOL) [DGOUDRIAAN@DOL.WA.GOV]  
**Sent:** Friday, February 20, 2015 9:49 AM  
**To:** Anna Thompson  
**Subject:** RE: All Island Express Taxi

Hi Anna,

Yes, the vehicle certificate is what he needs and he carries it in his vehicle. The actual For Hire permit is an endorsement maintained by BLS and can be confirmed by BLS as shown here...

<http://bls.dor.wa.gov/LicenseSearch/lqsLicenseDetail.aspx?RefID=336812>

### License Information:

**Entity Name:** ALL ISLAND EXPRESS TAXI LLC  
**Business Name:** ALL ISLAND EXPRESS TAXI  
**License Type:** Washington State Business  
**Entity Type:** Limited Liability Company  
**UBI:** 602985100 Business ID:001 Location ID:0003  
**Status:** To check the status of this company, go to [Secretary of State](#) and [Department of Revenue](#).

**Location Address:**  
750 HWY 525  
LINTON, WA, 98236-0904

**Mailing Address:**  
PO BOX 904  
CLINTON, WA, 98236-0904

[View Additional Locations](#)

	Status	Expires	First Issued	
<b>Registered Trade Names:</b>				
ALL ISLAND EXPRESS TAXI	Active	N/A	01/19/2010	
ALL ISLAND RETRO CAR	Active	N/A	11/14/2014	<i>Der</i>
ALL SOUTH WHIDBEY ROAD SERVICE LLC	Active	N/A	08/24/2011	<i>ek</i>
ALL WHIDBEY SEA-TAC SHUTTLE LLC	Active	N/A	08/24/2011	<i>Goud</i>
WHIDBEY SEATAC SHUTTLE	Active	N/A	11/14/2014	<i>riaa</i>

### Governing People:

MELINE PAYNE  
TED ROSENGREN

e / Limousine Program Manager  
Washington Department of Licensing  
PO BOX 9039  
Olympia, WA 98507-9039  
360-664-1539 // [dgoudriaan@dol.wa.gov](mailto:dgoudriaan@dol.wa.gov)

*n*  
*For*  
*Hir*

---

**From:** Anna Thompson [<mailto:athompson@oakharbor.org>]  
**Sent:** Friday, February 20, 2015 9:24 AM  
**To:** Goudriaan, Derek (DOL)  
**Subject:** RE: All Island Express Taxi

- [Contact us](#)
- [Forms](#)
- [About us](#)
- [Home](#)
- [Start your business](#)
- [Change or update your business information](#)
- [How to renew your license](#)

Note: Print out of Link sent in Email above

## Search Business Licenses

### License Information:

**Entity Name:** ALL ISLAND EXPRESS TAXI LLC  
**Business Name:** ALL ISLAND EXPRESS TAXI  
**License Type:** Washington State Business  
**Entity Type:** Limited Liability Company  
**UBI:** 602985100 Business ID:001 Location ID:0003  
**Status:** To check the status of this company, go to [Secretary of State](#) and [Department of Revenue](#).

**Location Address:**  
 8750 HWY 525  
 CLINTON, WA, 98236-0904

**Mailing Address:**  
 PO BOX 904  
 CLINTON, WA, 98236-0904

[View Additional Locations](#)

	Status	Expires	First Issued
<b>Registered Trade Names:</b>			
ALL ISLAND EXPRESS TAXI	Active	N/A	01/19/2010
ALL ISLAND RETRO CAR	Active	N/A	11/14/2014
ALL SOUTH WHIDBEY ROAD SERVICE LLC	Active	N/A	08/24/2011
ALL WHIDBEY SEA-TAC SHUTTLE LLC	Active	N/A	08/24/2011
WHIDBEY SEATAC SHUTTLE	Active	N/A	11/14/2014

### Governing People:

MELINE PAYNE  
 TED ROSENGREN

Information Current as of 02/20/2015 6:40AM Pacific Time

[New Search](#)

This site is limited to searching for business licenses issued through the Washington State Business Licensing Service.

- [Contact us](#)
- [Forms](#)
- [About us](#)
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STATE OF WASHINGTON  
DEPARTMENT OF LICENSING  
PO Box 9039 • Olympia, Washington 98507-9039

**Note:** This is the "For Hire Certificate" required from the State. With this Certificate, the Background Check Conditions from OHPD were met.

January 7, 2015

Ted Rosengren  
All Island Express Taxi LLC dba All Island Express Taxi  
Po Box 904  
Clinton, WA 98236 0904

**RE: UBI 602 985 100 001 0003**



UBI: 602 985 100 001 0003  
Expiration Date: 11 30 2015

NOTE: VALID ONLY FOR THE FOR HIRE VEHICLE DESCRIBED ON THIS CERTIFICATE.

PROOF OF INSURANCE MUST BE CARRIED IN THE VEHICLE AT ALL TIMES.

Cab#

Vehicle I.D.: 2FMZA5140WBD37970  
Model Year: 1998  
Make: FORD  
License Plate No.: AMX6003

ALL ISLAND EXPRESS TAXI LLC  
ALL ISLAND EXPRESS TAXI  
8750 HWY 525  
CLINTON WA 98236 0904

Director, Department of Licensing

Sincerely,

*Ginnie Gleason*  
Auditor 2  
Business and Professions Division  
For Hire Limousine and Dealer Program

WAC 308-89-040

We are committed to providing equal access to our services.  
If you need accommodation, please call 360-664-1389 or TTY 360-664-1389.



STATE OF WASHINGTON  
DEPARTMENT OF LICENSING  
PO Box 9039 • Olympia, Washington 98507-9039

January 7, 2015

Ted Rosengren  
All Island Express Taxi LLC dba All Island Express Taxi  
Po Box 904  
Clinton, WA 98236 0904

**RE: UBI 602 985 100 001 0003**



UBI: 602 985 100 001 0003  
Expiration Date: 11 30 2015

NOTE: VALID ONLY FOR THE FOR HIRE VEHICLE DESCRIBED ON THIS CERTIFICATE.

PROOF OF INSURANCE MUST BE CARRIED IN THE VEHICLE AT ALL TIMES.

Cab#

Vehicle I.D.: 2FMZA5140WBD37970  
Model Year: 1998  
Make: FORD  
License Plate No.: AMX6003

ALL ISLAND EXPRESS TAXI LLC  
ALL ISLAND EXPRESS TAXI  
8750 HWY 525  
CLINTON WA 98236 0904

Director, Department of Licensing

Sincerely,

*Ginnie Gleason*  
Auditor 2  
Business and Professions Division  
For Hire Limousine and Dealer Program

WAC 308-89-040



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/5/2015

<b>PRODUCER</b> (206) 420-4270 FAX: (206) 420-3284 <b>Key Insurance LLC</b> 5200 Southcenter Blvd, Ste 110  <b>Tukwila WA 98188</b>	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
<b>INSURED</b> <b>All Island Express Taxi, Llc,</b> P.o. Box 998  <b>Clinton WA 98236</b>	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: <b>Gateway Ins Co.</b> INSURER B: INSURER C: INSURER D: INSURER E:	<b>NAIC #</b> 28339

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMPI/OP AGG	\$
<b>A</b>		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<b>CAP635141401</b>	<b>10/14/2014</b>	<b>10/14/2015</b>	COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$ 100/300/25
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
<b>A</b>		<b>OTHER</b> <b>UIM</b>	<b>CAP635141401</b>	<b>10/14/2014</b>	<b>10/14/2015</b>	<b>\$25/50/10</b>	

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

1998 Ford 2FMDA5146WBB00734  
 1998 Ford 2FMZA5140WBD37970

### CERTIFICATE HOLDER

faxbls@dor.wa.gov

State of Washington  
 Business Licensing Services  
 P.O. Box 9034  
 Olympia, WA 98034

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Melissa Ajeto/MJA



State of Washington  
 Business Licensing Service  
 PO Box 9034  
 Olympia WA 98507-9034  
 Telephone: 1-800-451-7985

UBI # 662-985-100

**For Hire Addendum**

This addendum form may only be submitted as an attachment to the Business License Application.

Owner name Mel Payne / Ted Rosenqvist  
 Firm/trade name All Island Express Taxi

**For Hire permit:**

Please have this form completed and signed by your **local jurisdiction authority**, which is the city your business is physically located in. To obtain contact information for your local jurisdiction, please visit [mrsc.org/cityprofiles/citylist.aspx](http://mrsc.org/cityprofiles/citylist.aspx). Each For Hire vehicle certificate is \$55.00. If you have NOT paid a For Hire Licensing fee to your local jurisdiction, you must send an additional \$110.00 with this addendum for a state For Hire permit.

**Local Jurisdiction Authority**

- This certifies that the above-named for hire operator is approved to transport passengers for hire under provisions of local laws enacted for that purpose.
- This local jurisdiction partners with the Business Licensing Service and requires the for hire operator to have a City business license prior to commencing operations in this local jurisdiction.
- This local jurisdiction does not regulate for hire operators.
- This local jurisdiction does not regulate for hire operators that are outside the city limits.
- This local jurisdiction does not recognize this business as a for hire.
- This local jurisdiction does not regulate cabulance (medical transportation).

**City Official comments:**

*[Signature]* Signature of jurisdiction authority      2/20/15 Date  
City of Oak Harbor Local jurisdiction/city      City Clerk Title of office      360-279-4539 Telephone number



**CITY OF OAK HARBOR**  
 865 S.E. BARRINGTON DRIVE  
 OAK HARBOR, WA 98277-4092  
 (360) 279-4500

APPLICATION FOR YEAR ENDING  
 DATE BUSINESS OPENED / /

**APPLICATION FOR CITY BUSINESS LICENSE**

**FILL OUT FORM COMPLETELY - INCOMPLETE APPLICATIONS CANNOT BE PROCESSED**

<b>BUSINESS NAME</b> All Island Express Taxi <b>DBA</b> <b>MAILING ADDRESS</b> P.O. Box 904 Clinton WA 98236	<b>BUSINESS LOCATION</b> 8750 Hwy 525 Clinton 98236 <b>BUSINESS PHONE #</b> 360-507-9978 <b>UBI NUMBER</b> 600985100 <b>STATE LIC #</b> <b>CONTRACTOR LICENSE #</b>																		
<b>CIRCLE KIND OF BUSINESS</b> WHOLESALE FINANCIAL INST. <u>OTHER</u> BUSINESS IN A RESIDENCE? YES NO TOTAL NUMBER OF EMPLOYEES 2 RETAIL SERVICES MANUFACTURING REAL ESTATE SOLICITING																			
<b>DESCRIPTION OF BUSINESS (give details)</b> TAXI																			
<b>CIRCLE OWNER STATUS:</b> INDIVIDUAL PARTNERSHIP LLP <u>LLC</u> CORPORATION NON-PROFIT (*ATTACH LATEST COPY OF IRS 501 (C) EXEMPTION CERTIFICATE)																			
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>LIST OWNERS, PARTNERS OR OFFICERS</th> <th>TITLE</th> <th>RESIDENCE ADDRESS</th> <th>CITY</th> <th>ZIP</th> <th>RESIDENCE PHONE</th> </tr> </thead> <tbody> <tr> <td>1. Ted Rosenblum</td> <td></td> <td>8750 Hwy 525</td> <td>Clinton</td> <td>98236</td> <td>360 341-1581</td> </tr> <tr> <td>2. Mel Payne</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		LIST OWNERS, PARTNERS OR OFFICERS	TITLE	RESIDENCE ADDRESS	CITY	ZIP	RESIDENCE PHONE	1. Ted Rosenblum		8750 Hwy 525	Clinton	98236	360 341-1581	2. Mel Payne					
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City of  
 Oak Harbor  
**FEB 20 2015**  
**PAID**  
 Finance Department

I DECLARE UNDER PENALTY OF PERJURY THAT THE INFORMATION AND STATEMENT CERTIFIED HEREIN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I AM AWARE THAT ANY VIOLATION OF THE OAK HARBOR MUNICIPAL CODE WILL TERMINATE THE BUSINESS LICENSE.

SIGNED BY [Signature]  
 OFFICE/TITLE Owner  
 APPLICATE DATE 2/20/15

**THE CITY OF OAK HARBOR SALES TAX LOCATION CODE IS 1503.**  
 ALL BUSINESS SIGNS WITHIN THE CITY LIMITS MUST BE APPROVED BY THE BUILDING DEPARTMENT  
 NOTE: ADDITIONAL CITY PERMITS MAY BE NECESSARY BEFORE THE OWNER CAN COMMENCE BUSINESS.

AMOUNT PAID	DATE ISSUED	BY	SIC#	DATE BUSINESS DISCONTINUED	LICENSE NUMBER
\$					

**THIS FORM MUST BE RETURNED**

**City of Oak Harbor  
City Council Agenda Bill**

Bill No. C/A 6.g  
Date: March 3, 2015  
Subject: Whidbey Pedestrian Crossing -  
Consultant Request for Proposal

**FROM: Cathy Rosen, Public Works Director**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

- ⊙ Scott Dudley, Mayor
- ⊙ Larry Cort, City Administrator
- ⊙ Doug Merriman, Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

**RECOMMENDED ACTION**

A motion to authorize staff to issue a Request for Proposal to qualified consulting firms for services needed to develop a design and construction documents for the Whidbey Avenue Pedestrian Crossing.

**BACKGROUND / SUMMARY INFORMATION**

The purpose of this agenda bill is to request authorization to issue a Request for Proposal to qualified transportation consultants for designing the E Whidbey Avenue Pedestrian Crossing.

The segment of E Whidbey Avenue between SR 20 and Oak Harbor Street is the busiest east-west arterial street in Oak Harbor, carrying an average of 10,200 vehicles per day. The street segment is five lanes wide and is situated between a large multi-family neighborhood on the north side and a shopping center and transit stop on the south. This has resulted in chronic mid-block jay-walking by pedestrians traveling between their homes and the commercial areas and a transit stop on the opposite side of the street.

The Whidbey Avenue Pedestrian Crossing project is intended to provide a safe and convenient place for pedestrians to cross E Whidbey Avenue. The conceptual plan includes a pedestrian refuge island in the center of the street, a pedestrian-activated warning system and adjacent curb ramps. All of the facilities will be built in conformance with the American's with Disabilities Act.

The City of Oak Harbor was awarded \$224,500 from the Transportation Alternative Program for designing and constructing the Whidbey Avenue Pedestrian Crossing.

Designing the crossing requires specialized knowledge of pedestrian facilities and engineering staff does not have the time necessary to design the crossing and develop the construction and supporting documents for the project. Upon Council authorization, a Request for Proposal will be forwarded to three qualified consultant firms selected from the Municipal Research and Services Center (MRSC) consultant roster. Responding firms will submit written proposals which will be evaluated by staff. A City

interview panel will be formed and the responding consultants will each present their proposals in person. The interview panel will then select the consultant firm deemed most qualified for the project. Staff will begin negotiations with the selected firm to establish a scope of services and fee for the project.

## **LEGAL AUTHORITY**

## **FISCAL IMPACT**

## **PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

This item has not been presented at a workshop.

*August 6, 2014* – City Council passed a motion to seek an opinion letter from a licensed traffic engineer confirming that this is or is not a recommend location for crossing prior to expending any engineering funds for a traffic study or design.

*August 6, 2014* – City Council passed a motion to postpone taking action on adopting on Resolution 14-31 until after receiving the opinion letter.

*October 14, 2014* - City Council adopted Resolution 14-31 accepting the terms of the Washington State Department of Transportation Local Agency Agreement for utilizing federal funds for design and construction of the Whidbey Avenue Pedestrian Crossing.

## **ATTACHMENTS**

1. [2015 City of Oak Harbor Whidbey Avenue Pedestrian Crossing](#)

# 2015 CITY OF OAK HARBOR

## Whidbey Avenue Pedestrian Crossing

### PURPOSE

The City of Oak Harbor Public Works Department invites XXYYZZ firm to submit a proposal for developing construction documents and permitting documents for an enhanced mid-block pedestrian crossing on Whidbey Avenue in Oak Harbor.

### SCOPE OF SERVICES

The Scope of Services includes, but is not limited to, topographic survey of the project site, delineation of existing right-of-way and portions of adjacent property, development of a preliminary pedestrian crossing design, completion of Oak Harbor Right of Way and Grading permit applications, environmental documentation satisfying NEPA, construction plans, specifications and estimates stamped by a professional engineer licensed in the State of Washington.

This project is funded through a federal Transportation Alternative Project grant. The consultant must have the ability to comply with the WSDOT consultant contract requirements included in Chapter 31 of the WSDOT Local Agency Guidelines Manual.

The design of the pedestrian crossing must be in accordance with the National Cooperative Highway Research Program – Report 562 Improving Pedestrian Safety at Unsignalized Intersections, the current Manual of Uniform Traffic Control Devices, the Americans with Disabilities Act, the E. Whidbey Avenue – Pedestrian Crossing Evaluation, Oct 10, 2014, Ryan Peterson, PTOE, PE and sound engineering practice. The designed facilities should, to the extent feasible, incorporate materials included in the Qualified Products List maintained by WSDOT.

### EXPECTED PRODUCTS

This consulting effort is expected to produce the following products:

1. A preliminary plan of the enhanced pedestrian crossing sufficient to support the permits and environmental documentation for the project.
2. Complete construction bid package for building the pedestrian crossing approved by the WSDOT Local Programs engineer.

### PROPOSAL SUBMITALS

To be considered responsive to this Request for Proposal, the submitted proposal must follow the direction presented and include the information required below.

Proposers shall send three (3) sets of the proposal with a cover letter indicating the project they are submitting for. Sets of proposals are to include one (1) original (containing original signatures) and two (2) individually bound copies of the proposal. Each proposal should have no more than four (4) sheets (double sided or not), plus a cover and a one page cover letter. Consultant should not exceed two (2) additional double-sided sheets per proposed sub-consultant.

Submittals must include the following information: Firm name, phone and fax numbers, email address for point of contact; Name of Principal-in-Charge and Project Manager; Number of employees in each firm proposed to project; Fed. Tax Id Number; UBI Number; D/M/WBE Certification number; Year Firm established; SIC Code (Name), NAICS Code (Name); Firm Type and Annual Gross Receipt. Include any

information that would be relevant to evaluate your qualifications for that project listed above being submitted for.

DO NOT submit information regarding fees, price, man-hours or any other cost information with the Proposal. Submittals containing this information will not be considered.

### ACCEPTANCE/REJECTION OF RESPONSES

The City reserves the right and holds at its discretion the following rights and options

- To waive any or all informalities in any proposal
- To reject any or all responses
- To issue subsequent requests

### ANTICIPATED SCHEDULE

City of Oak Harbor Public Works will review all the proposals received and will select up to (3) three Consulting Firms for interviews. The following schedule has been established for the submission and evaluation of the proposals and selection of the consultant. These are tentative dates only and the City reserves the right to adjust these dates at its sole discretion:

- RFP Question Submittal Deadline - 4:30 p.m.                      March 18, 2015
- RFP Response Submittal Deadline – 4:30 p.m.                      March 25, 2015
- Tentative Candidate Selection/Interviews                      March 30 – April 13

### EVALUATION CRITERIA

Submittals will be evaluated and ranked based on the following:

- Professional qualifications of the consultant: Licensed Civil Engineer experienced in traffic engineering with an emphasis on pedestrian facilities.
- Previous experience with similar projects, and technical competence of the consultant team
- Understanding and approach toward scope of services and demonstrated ability to successfully interact with clients
- Appropriateness of organization, key personnel and their availability
- References from public agency clients
- Familiarity and experience with design of pedestrian transportation facilities
- Capability to meet schedules and demonstrated cost controls from similar projects
- Ability to comply with the WSDOT consultant contract requirements included in Chapter 31 of the WSDOT Local Agency Guidelines Manual

City of Oak Harbor encourages disadvantaged, minority, and women-owned consultant firms to respond.

**The submittal must be mailed to:** City of Oak Harbor Public Works, Attn: Arnie Peterschmidt, 865 SE Barrington Drive, Oak Harbor, WA 98277 by March 25, 2015 no later than 4:30 PM. No submittals will be accepted after the specified date and time.

### ASSURANCES

This project is partially funded by Transportation Alternative Project Federal-Aid funds administered by the Washington State Department of Transportation.

City of Oak Harbor, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as

defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

**CONTACT INFORMATION**

Questions concerning this RFP must be received by email (no phone calls) no later than 4:30 p.m. on March 18, 2015. Email solicitation should be directed to: Arnie Peterschmidt, Project Engineer  
Email: [apeterschmidt@oakharbor.org](mailto:apeterschmidt@oakharbor.org)

Based on questions received, the project manager will provide clarification or further information through the project web site if needed (Public Works Web Page).

DRAFT

**City of Oak Harbor  
City Council Agenda Bill**

Bill No. C/A 6.h  
Date: March 3, 2015  
Subject: Waterfront Trail Repair -  
Consultant Request for Proposal

**FROM: Cathy Rosen, Public Works Director**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

- ⊙ Scott Dudley, Mayor
- ⊙ Larry Cort, City Administrator
- ⊙ Doug Merriman, Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

**RECOMMENDED ACTION**

A motion to authorize staff to issue a Request for Proposal to qualified consulting firms for services needed to develop a design and construction documents for the Waterfront Trail Repair.

**BACKGROUND / SUMMARY INFORMATION**

The purpose of this agenda bill is to request authorization to issue a Request for Proposal to qualified consultants for designing the Waterfront Trail Repair.

The Oak Harbor Waterfront Trail is a pedestrian and recreational facility that spans the entire City waterfront. Most of the trail is paved with asphalt or concrete pavement. The Waterfront Trail Repair project is in Veteran's Park on the south side of E Pioneer Way immediately east of the intersection with Regatta Drive. The trail at the project site is cement concrete eight feet wide. The existing trail at the project site was undermined by a landslide in February 2013 and has been closed since. The trail on either side of the slide is in good condition. The work includes relocation and reconstruction of the cement concrete trail and safety railing at a safe distance from the slide and bluff, landscaping, soil stabilization and installation of amenities to create a scenic overlook area.

The City of Oak Harbor was awarded \$150,000 from the Federal Transportation Alternative Program for designing and constructing this project.

Staff does not have the time necessary to design the repair and develop the construction and supporting documents for the project. Upon Council authorization, a Request for Proposal will be forwarded to three qualified consultant firms selected from the Municipal Research and Services Center (MRSC) consultant roster. Responding firms will submit written proposals which will be evaluated by staff. A City interview panel will be formed and the responding consultants will each present their proposals in person. The interview panel will then select the consultant firm deemed most qualified for the project. Staff will begin negotiations with the selected firm to establish a scope of services and fee for the project.

**LEGAL AUTHORITY**

**FISCAL IMPACT**

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

This item has not been presented at a workshop.

*August 6, 2014* City Council adopted Resolution 14-30 accepting the terms of the Washington State Department of Transportation Local Agency Agreement for utilizing federal funds for design and construction of the Waterfront Trail Repair.

**ATTACHMENTS**

1. [2015 City of Oak Harbor Waterfront Trail Repair](#)

# 2015 CITY OF OAK HARBOR

## Waterfront Trail Repair

### PURPOSE

The City of Oak Harbor Public Works Department invites XXYYZZ firm to submit a proposal for developing construction documents and permitting documents for repair of the Waterfront Trail in Oak Harbor.

### SCOPE OF SERVICES

The Scope of Services includes, but is not limited to, topographic survey of the project site, delineation of existing right-of-way, development of a preliminary design, completion of Oak Harbor Right of Way, Grading and Shoreline Substantial Development permit applications, environmental documentation satisfying NEPA, construction plans, specifications and estimates stamped by a professional engineer licensed in the State of Washington.

This project is funded through a federal Transportation Alternative Project grant. The consultant must have the ability to comply with the WSDOT consultant contract requirements included in Chapter 31 of the WSDOT Local Agency Guidelines Manual.

The design of the repair must be in accordance with the Americans with Disabilities Act, City of Oak Harbor Standards and sound engineering practice. The designed facilities should, to the extent feasible, incorporate materials included in the Qualified Products List maintained by WSDOT.

### EXPECTED PRODUCTS

This consulting effort is expected to produce the following products:

1. A preliminary plan of the enhanced pedestrian crossing sufficient to support the permits and environmental documentation for the project.
2. Complete construction bid package for building the pedestrian crossing approved by the WSDOT Local Programs engineer.

### PROPOSAL SUBMITALS

To be considered responsive to this Request for Proposal, the submitted proposal must follow the direction presented and include the information required below.

Proposers shall send three (3) sets of the proposal with a cover letter indicating the project they are submitting for. Sets of proposals are to include one (1) original (containing original signatures) and two (2) individually bound copies of the proposal. Each proposal should have no more than four (4) sheets (double sided or not), plus a cover and a one page cover letter. Consultant should not exceed two (2) additional double-sided sheets per proposed sub-consultant.

Submittals must include the following information: Firm name, phone and fax numbers, email address for point of contact; Name of Principal-in-Charge and Project Manager; Number of employees in each firm proposed to project; Fed. Tax Id Number; UBI Number; D/M/WBE Certification number; Year Firm established; SIC Code (Name), NAICS Code (Name); Firm Type and Annual Gross Receipt. Include any information that would be relevant to evaluate your qualifications for that project listed above being submitted for.

DO NOT submit information regarding fees, price, man-hours or any other cost information with the Proposal. Submittals containing this information will not be considered.

## ACCEPTANCE/REJECTION OF RESPONSES

The City reserves the right and holds at its discretion the following rights and options

- To waive any or all informalities in any proposal
- To reject any or all responses
- To issue subsequent requests

## ANTICIPATED SCHEDULE

City of Oak Harbor Public Works will review all the proposals received and will select up to (3) three Consulting Firms for interviews. The following schedule has been established for the submission and evaluation of the proposals and selection of the consultant. These are tentative dates only and the City reserves the right to adjust these dates at its sole discretion:

- RFP Question Submittal Deadline - 4:30 p.m. March 18, 2015
- RFP Response Submittal Deadline – 4:30 p.m. March 25, 2015
- Tentative Candidate Selection/Interviews March 30 – April 13

## EVALUATION CRITERIA

Submittals will be evaluated and ranked based on the following:

- Professional qualifications of the consultant: Licensed Civil Engineer experienced with ADA sidewalk and railing design and civil site work.
- Previous experience with similar projects, and technical competence of the consultant team
- Understanding and approach toward scope of services and demonstrated ability to successfully interact with clients
- Appropriateness of organization, key personnel and their availability
- References from public agency clients
- Familiarity and experience with design of pedestrian and park facilities
- Capability to meet schedules and demonstrated cost controls from similar projects
- Ability to comply with the WSDOT consultant contract requirements included in Chapter 31 of the WSDOT Local Agency Guidelines Manual

City of Oak Harbor encourages disadvantaged, minority, and women-owned consultant firms to respond.

**The submittal must be mailed to:** City of Oak Harbor Public Works, Attn: Arnie Peterschmidt, 865 SE Barrington Drive, Oak Harbor, WA 98277 by March 25, 2015 no later than 4:30 PM. No submittals will be accepted after the specified date and time.

## ASSURANCES

This project is partially funded by Transportation Alternative Project Federal-Aid funds administered by the Washington State Department of Transportation.

City of Oak Harbor, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

**CONTACT INFORMATION**

Questions concerning this RFP must be received by email (no phone calls) no later than 4:30 p.m. on March 18, 2015. Email solicitation should be directed to: Arnie Peterschmidt, Project Engineer  
Email: [apeterschmidt@oakharbor.org](mailto:apeterschmidt@oakharbor.org)

Based on questions received, the project manager will provide clarification or further information through the project web site if needed (Public Works Web Page).

DRAFT

**City of Oak Harbor  
City Council Agenda Bill**

Bill No. C/A 6.i  
Date: March 3, 2015  
Subject: Authorization to sign CWSRF  
Funding Agreements with  
Department of Ecology

**FROM: Doug Merriman, Finance Director**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

- ⊙ Scott Dudley, Mayor
- ⊙ Larry Cort, City Administrator
- ⊙ Doug Merriman, Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

**RECOMMENDED ACTION**

Authorize the Mayor to sign Department of Ecology State Revolving Fund Agreements WQC-2015-OakHar-00021 and WQC-2015-OakHar-00110.

**BACKGROUND / SUMMARY INFORMATION**

In 2014, the City of Oak Harbor filed for two applications for 2015 Clean Water State Revolving Fund (CWSRF) financing through the Water Quality Combined Financial Assistance Program for funding of the new Wastewater Treatment Plant. As a result, the City has been awarded advantageous funding for the following:

- 1) The design of a new membrane bioreactor (MBR) facility that will replace the existing lagoon RBC facilities. The amount of the loan is \$8,260,000, with interest rates of 2.7%, for a term of 20 years.
- 2) The design and construction of the replacement outfall for the wastewater treatment plant. The amount of the loan is \$3,200,000, with interest rate of 2.7%, for a term of 20 years.

The loans are to be secured by the revenues of the City of Oak Harbor Wastewater system. Loan principal is disbursed on a reimbursement basis for qualified expenditures. The originating funding source for the CWSRF program come from federal sources. Accordingly, the City must comply with federal standards as outlined in the loan agreements.

**LEGAL AUTHORITY**

Under RCW 35A.11.020, The legislative body of each code city shall have power to organize and regulate its internal affairs within the provisions of this title and its charter, if any; and to define the functions, powers, and duties of its officers and employees;

**FISCAL IMPACT**

This fiscal impact of accepting the indebtedness of the two CWSRF loans is a commitment to a debt future debt service payment of approximately \$750,000 per annum. The debt service payment will be funded via user rates.

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

City Council previously authorized staff to prepare, and the Mayor to sign, the two applications for 2015 funding at its December 3, 2013 regular meeting.

**ATTACHMENTS**

1. [Department of Ecology Revolving Fund Agreement - WQC-2015-OakHar-00021](#)
2. [Department of Ecology Revolving Fund Agreement - WQC-2015-OakHar-00110](#)



## Agreement WQC-2015-OakHar-00021

### Water Quality Combined Financial Assistance AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

THE CITY OF OAK HARBOR

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and THE CITY OF OAK HARBOR, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds activities described herein.

#### GENERAL INFORMATION

Project Title:	City of Oak Harbor Wastewater Treatment Plant
Total Cost:	\$8,260,000.00
Total Eligible Cost:	\$8,260,000.00
Ecology Share:	\$8,260,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	04/01/2013
The Expiration Date of this Agreement is no later than	12/31/2017
Project Type:	Wastewater Facility

#### Project Short Description:

This project will provide the design of a new membrane bioreactor (MBR) facility that will replace the RECIPIENT's existing facilities (lagoon and RBC) to provide continued reliable wastewater service to the community of Oak Harbor while protecting and preserving the surrounding environment. The facility will meet modern standards for reliability and performance.

#### Project Long Description:

This project will provide the design of a new membrane bioreactor (MBR) facility that will replace the RECIPIENT's existing facilities (lagoon and RBC) to provide continued reliable wastewater service to the community of Oak Harbor while protecting and preserving the surrounding environment. The facility will meet modern standards for reliability and performance. The RECIPIENT's wastewater system serves approximately 22,300 people within the City and the U.S. Navy Seaplane Base. Wastewater is currently treated at two facilities: a rotating biological contactor (RBC) facility near Windjammer Park (RBC Plant), and the Navy's Seaplane Base Lagoon Plant (Lagoon Plant).

Wastewater flows and loads treated at the RECIPIENT's existing RBC Plant are approaching permitted limits, triggering the need for a Facilities Plan and increasing treatment capabilities.

The wastewater treatment plant design will accommodate an initial treatment capacity of 3.4 million gallons per day (mgd). The estimated project cost for the initial phase of the WWTP is \$72.0 million in 2011 dollars. Other project components, including a new outfall and conveyance system improvements, will be completed by the RECIPIENT as separate projects and are not included in this funding application.

Overall Goal:

The overall goal of this project is to successfully design a reliable, long-term facility that obtains the highest level of water quality practical while recognizing the limitations of the rate payers of the City to fund the improvements.

Agreement No: WQC-2015-OakHar-00021  
Project Title: City of Oak Harbor Wastewater Treatment Plant  
Recipient Name: THE CITY OF OAK HARBOR

**RECIPIENT INFORMATION**

Organization Name: THE CITY OF OAK HARBOR

Federal Tax ID: 91-6001476  
DUNS Number: 054009196

Mailing Address: 865 SE Barrington Drive  
Oak Harbor, WA, 98277

Physical Address: Douglas Merriman  
City of Oak Harbor

**Contacts**

<b>Project Manager</b>	Joe Stowell City Engineer  865 SE Barrington Drive Oak Harbor, Washington, 98277 Email: jstowell@oakharbor.org Phone: (360) 279-4520
<b>Billing Contact</b>	Douglas Merriman Finance Director  865 SE Barrington Drive Oak Harbor, Washington, 98277 Email: dmerriman@oakharbor.org Phone: (360) 279-4531
<b>Authorized Signatory</b>	Douglas Arthur Merriman Finance Director  865 SE Barrington Drive Oak Harbor, Washington, 98277 Email: dmerriman@oakharbor.org Phone: (360) 279-4531

Agreement No: WQC-2015-OakHar-00021  
Project Title: City of Oak Harbor Wastewater Treatment Plant  
Recipient Name: THE CITY OF OAK HARBOR

**ECOLOGY INFORMATION**

Mailing Address: Department of Ecology  
Water Quality  
PO BOX 47600  
Olympia, WA 98504-7600

Physical Address: Water Quality  
300 Desmond Drive  
Lacey, WA 98503

**Contacts**

<b>Project Manager</b>	Shawn McKone  3190 160th Ave SE Bellevue, Washington, 98008-5452 Email: shmc461@ecy.wa.gov Phone: (425) 649-7037
<b>Financial Manager</b>	Jeanna Ridner  P.O. Box 47600 Olympia, Washington, 98504-7600 Email: jmac461@ecy.wa.gov Phone: (360) 407-6533

Agreement No: WQC-2015-OakHar-00021  
Project Title: City of Oak Harbor Wastewater Treatment Plant  
Recipient Name: THE CITY OF OAK HARBOR

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

IN WITNESS WHEREOF, the parties hereby sign this Agreement

**Washington State  
Department of Ecology**

**THE CITY OF OAK HARBOR**

\_\_\_\_\_  
Program Manager

Date

\_\_\_\_\_  
Scott Dudley

Date

Heather Bartlett

\_\_\_\_\_  
Mayor

Water Quality

**SCOPE OF WORK**

Task Number: 1 **Task Cost: \$85,000.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report (including photos); compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed project that meets agreement and Ecology administrative requirements.

Task Expected Outcome:

- \* Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.
- \* Properly maintained project documentation

Recipient Task Coordinator: Joe Stowell, P.E. Oak Harbor City Engineer

**Project Administration/Management**

**Deliverables**

Number	Description	Due Date
1.1	Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

## SCOPE OF WORK

Task Number: 2 Task Cost: \$750,000.00

Task Title: Alternative Public Works Contracting Analysis and

### Task Description:

A. The RECIPIENT will procure the services of a consultant(s) with expertise in the analysis and support of alternative public works contracting procedures outlined in RCW 39.10. The RECIPIENT must procure the services in accordance with state law and maintain copies of all contracts for services in the RECIPIENT'S records. The RECIPIENT must submit a list of all consultants hired to perform services under this task before ECOLOGY will provide reimbursement for work. The list must identify the nature of the work the consultant will perform and the cost agreed to in the professional services contract.

B. The RECIPIENT will evaluate alternatives for public works contracting methods for the wastewater treatment plant Project. Alternatives will include conventional Design-Bid-Build, Design-Build, and General Contractor/Construction Manager (GC/CM) models. The RECIPIENT will use the contracting method that the analysis demonstrates to provide the best value for Project implementation. This task will include the following elements:

1. Evaluating alternative models of project delivery.
2. Contracting with qualified individuals or firms to provide Owners Advisor services.
3. Complete all necessary applications and interviews with the Washington State Capital Project Advisory Review Board in order to complete the project with alternate delivery methods, as necessary.
4. If alternate method is approved, procure GC/CM services according to requirements of applicable state laws.
5. Evaluate additional value analysis and constructability reviews on 30 percent design level to add value by reducing project cost, schedule and/or risk. Results will be incorporated into the final design phase.

C. Contracted with a qualified engineering consulting firm (Carollo Engineers) to provide engineering services for the Preliminary Design phase.

D. Completed a Value Engineering (VE) review (Robinson, Stafford and Rude, Inc.) to identify opportunities to increase project value by increasing performance and/or decreasing cost or risk. Incorporate accepted VE ideas into the Preliminary Design documents.

E. Consider green project reserve elements during design of the facility and incorporate those that add value to the project and can be reasonably afforded.

F. Develop procurement documents for key treatment equipment, including membrane bioreactor (MBR) and ultraviolet (UV) disinfection equipment. Selected manufacturers following a competitive bidding process will participate in Preliminary and Final Design phases by completing shop drawings for Engineer's use.

G. Complete property acquisition for new WWTF site, including due diligence such as topographical survey, geotechnical field work, and archaeological exploration in coordination with DAHP or Section 106 requirements.

H. Update the financial plan including 30% planning level cost estimates and the estimated impact on ratepayers to ensure cost effective funding feasibility.

### Task Goal Statement:

To evaluate and determine the project delivery method with the best value for ratepayers that will result in successful implementation of the Project.

**Task Expected Outcome:**

Additional value analysis and constructability reviews to add value by reducing project cost , schedule and/or risk, to be incorporated into final design.

**Recipient Task Coordinator:** Joe Stowell

**Alternative Public Works Contracting Analysis and Deliverables**

<b>Number</b>	<b>Description</b>	<b>Due Date</b>
2.1	List of consultants providing advisory services, including a summary of the scope of work for each agreement and a summary of budgets incorporated into each agreement.	
2.2	Report summarizing project delivery methods and recommendation with associated approvals, if applicable.	
2.3	Documentation of RECIPIENT's process for procuring alternative delivery services.	
2.4	Copy of the GC/CM or Design-Build contract, if applicable.	

## SCOPE OF WORK

Task Number: 3 **Task Cost: \$7,425,000.00**

Task Title: Final Design and Permitting

### Task Description:

A. The RECIPIENT will procure engineering services in accordance with state law. The RECIPIENT must submit all contracts for engineering services before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will design a new wastewater treatment facility consistent with the recommended alternative presented in the 2013 City of Oak Harbor Wastewater Facilities Plan. The new facility will include the following process and non-process components:

- Influent diversion and piping to convey raw wastewater from the existing RBC plant location to the new treatment facility location.
- Influent pump station, flow measurement and sampling.
- Influent coarse screening and grit removal.
- Flow equalization.
- Influent fine screening.
- Aeration basins, aeration blowers, MBR tanks, and associated mechanical equipment.
- Disinfection facilities using UV technology.
- Effluent storage and conveyance piping from the new treatment facility to a new outfall to be completed as a separate project.
- Ancillary and non-process facilities, such as chemical storage, odor control, administration/operations, and electrical.
- Facility landscaping, paving, sidewalk, architectural features necessary to complete a functional wastewater treatment plan.

C. The RECIPIENT will conduct field studies necessary to support property acquisition for the new treatment facility site and to finalize all necessary local, state and federal permits for facility construction. Studies will include, but not be limited to, site surveys, archeological investigations and explorations, and environmental reviews.

D. The plans and specifications, construction contract documents, and addenda must be approved by the RECIPIENT prior to submittal for ECOLOGY review. All construction plans submitted to ECOLOGY for review and approval will be reduced to no larger than 11" x 17" in size. All reduced drawings must be completely legible. The project manager may request plans be submitted in either PDF or AutoCAD electronic format, and specifications in a searchable PDF or Microsoft Word electronic file. A current construction cost estimate will be submitted along with each plan/specification submittal. The project manager may request a spreadsheet in electronic file format.

E. Investment Grade Efficiency Audit. The RECIPIENT will procure a third party analysis of potential energy and water efficiency measures for incorporation into the design of any wastewater facilities. The analysis will identify potential efficiency measures, provide cost estimates, and evaluate their cost effectiveness.

F. The RECIPIENT will complete a federal cross cutter analysis in preparation for construction activities. The ECOLOGY will provide technical assistance to ensure that review is complete for all Revolving Fund required cross cutters for wastewater facility projects. The RECIPIENT will submit a final draft Cross Cutter Report to ECOLOGY for review and comment.

### Task Goal Statement:

Complete final design of a wastewater treatment facility consistent with the approved 2013 City of Oak Harbor Wastewater Facility Plan.

### Task Expected Outcome:

\*Final design documents (plans and specifications) complete, approved by Ecology, and ready for bidding and construction.

Agreement No: WQC-2015-OakHar-00021  
Project Title: City of Oak Harbor Wastewater Treatment Plant  
Recipient Name: THE CITY OF OAK HARBOR

\*Updated financial plan including final design cost estimates and estimated impact on ratepayers.

Recipient Task Coordinator: Joe Stowell

**Final Design and Permitting**

**Deliverables**

<b>Number</b>	<b>Description</b>	<b>Due Date</b>
3.1	Executed contracts for design services.	
3.2	Final design documents (plans and specifications) as described above	
3.3	Investment Grade Efficiency Audit documentation.	
3.4	Electronic copy (PDF) of final Cross Cutter Report.	

**BUDGET**

**Funding Distribution EL150065**

Funding Title: SRF  
 Funding Type: loan Funding Expiration Date: 12/31/2017  
 Funding Effective Date: 04/01/2013  
 Funding Source:

Title: CWSRF - SFY15  
 Type: Federal  
 CFDA: 66.458

Assistance Agreement:

Description: The Clean Water Act (CWA) (33 U.S.C. §1251-1387) established the State Revolving Fund (SRF) low interest loan program (40. C.F.R. Part 31, 35 Sub Part K). Funds come from a combination of Federal Capitalization Grant provided through the Environmental Protection Agency (EPA), state match, and revolved funds from repayments and interest on previous loans.

Recipient Match %: 0  
 InKind Interlocal Allowed: No  
 InKind Other Allowed: No  
 Is this Funding Distribution used to match a federal grant? No

Effective Interest Rate: 2.7% Interest Rate: 1.7% Admin Charge: 1%

Terms: 20 years

Project Start Date: 04/01/2013 Project Completion Date: 12/31/2017

Estimated Initiation of Operation date:

Loan Security: Revenue Secure Lien Obligation of the Recipient

Final Accrued Interest: \$

Final Loan Amount: \$

Repayment Schedule Number: 2091

SRF	Task Total
Alternative Public Works Contracting Analysis and	\$ 750,000.00
Project Administration/Management	\$ 85,000.00
Final Design and Permitting	\$ 7,425,000.00

**Total: \$ 8,260,000.00**

**Funding Distribution Summary**

**Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
SRF	0.00 %	\$ 0.00	\$ 8,260,000.00	\$ 8,260,000.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 8,260,000.00</b>	<b>\$ 8,260,000.00</b>

**AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

**SPECIAL TERMS AND CONDITIONS**

**SECTION 1: DEFINITIONS**

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY’s ADMINISTRATIVE REQUIREMENTS FOR RECIPIENTS OF ECOLOGY GRANTS AND LOANS at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund of that name created by ordinance or resolution of the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the

Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed.

“Project Schedule” means that schedule for the project specified in the agreement.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of

additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

**SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.**

**A. Architectural and Engineering Services:** The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final negotiated agreement and submit a copy of the agreement to ECOLOGY.

**B. Cultural and Historic Resources Protection:** The RECIPIENT must comply with all requirements listed in Section 106 of the National Historic Preservation Act (for federally funded projects) or Executive Order 05-05 (for state funded projects) prior to implementing any project that involves soil disturbing activities. A soil disturbing activity includes but is not limited to planting vegetation, installing fence posts, sloping stream banks, channel modifications, geotechnical test borings, and other construction projects. For more details regarding these requirements, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

**C. Equipment Purchase:** Equipment not included in the scope of work or a construction plan and specification approval must be pre-approved by ECOLOGY’s project manager before purchase.

**D. Funding Recognition:** The RECIPIENT must inform the public about ECOLOGY or EPA funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site- specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY’s financial manager upon request.

**E. Growth Management Planning:** The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, “Growth Management Planning by Selected Counties and Cities.” If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

**F. Interlocal:** The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, “Interlocal Cooperation Act.” The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY.

**G. Post Project Assessment Survey:** The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY’s Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

**SECTION 3: THE FOLLOWING CONDITIONS APPLY TO NONPOINT ACTIVITY PROJECTS ONLY**

A. **Technical Assistance:** Technical assistance for agriculture activities provided under the terms of this agreement will be consistent with the current U.S. Natural Resource Conservation Service (“NRCS”) Field Office Technical Guide for Washington State. However, ECOLOGY may accept as eligible technical assistance, proposed practices, or project designs that do not meet these standards if approved in writing by the NRCS and ECOLOGY.

B. **Project Status Evaluation:** ECOLOGY will evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY’s Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

C. **Best Management Practices (BMP) Implementation:** If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

**SECTION 4: THE FOLLOWING CONDITIONS APPLY TO CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS ONLY.**

A. **Centennial-Funded Projects Used to Match Section 319-Funded Projects:** Projects used by ECOLOGY to meet a matching requirement for the Section 319 program require the RECIPIENT to comply with Federal Section 319 reporting requirements. Required reporting includes providing project data on BMP implementation and annual pollutant load reduction.

B. **Section 319 Reporting Requirements:** The RECIPIENT must complete ECOLOGY’s “Clean Water Act Section 319 Initial Data Reporting Sheet.” The RECIPIENT must submit this form to ECOLOGY’s Financial Manager with the signed agreement. The form is available on ECOLOGY’s Water Quality Program funding website.

C. **The RECIPIENT must complete ECOLOGY’s “Federal Clean Water Act Section 319 Grant Load Reductions Reporting Form” annually.** This form is used to gather information on pollutant load reduction for each best management practice (BMP) installed for the project. The RECIPIENT must submit this form to ECOLOGY’s Financial Manager by January 15 of each year, and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed and submitted the form to the financial manager. This form is available on our website.

**SECTION 5: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 FUNDED PROJECTS ONLY.**

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form

2. Clean Water Act Section 319 Initial Data Reporting Sheet  
Contact your ECOLOGY financial manager for the forms.

A. **Disadvantaged Business Enterprise (DBE):**

GENERAL COMPLIANCE, 40 CFR, Part 33 - The RECIPIENT agrees to comply with the requirements of EPA's

Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D - A RECIPIENT must negotiate with the appropriate EPA award official or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

Current Fair Share Objective/Goal - The dollar amount of this assistance agreement is over \$250,000; or the total dollar amount of all of the RECIPIENT's non-TAG assistance agreements from EPA in the current fiscal year is over \$250,000. The Washington State Department of Ecology has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

MBE: SUPPLIES 8.00%;SERVICES 10.00%; EQUIPMENT 8.00%; CONSTRUCTION 10.00%  
WBE: SUPPLIES 4.00%; SERVICES 4.00%; EQUIPMENT 4.00%; CONSTRUCTION 6.00%

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404 - If the RECIPIENT has not yet negotiated its MBE/WBE fair share objectives/goals, the RECIPIENT agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The RECIPIENT agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA shall respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C - Pursuant to 40 CFR, Section 33.301, the RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State, Local and Government recipients, this shall include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and Local Government recipients, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

**B. Funding Recognition:** The RECIPIENT must use the following paragraph in all reports, documents, and signage developed under this agreement:

This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.

**C. Time Extension:** The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

**SECTION 6: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.**

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Opinion of RECIPIENT's Legal Council
2. Authorizing Ordinance or Resolution
3. Pre-Award Compliance Review Report for All Applicants Requesting Federal Assistance
4. Federal Funding Accountability and Transparency Act (FFATA) Form
5. Clean Water State Revolving Fund Initial Data Reporting Sheet

**A. Alteration and Eligibility of Project:** During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

**B. American Iron and Steel (Buy American):** This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

**C. Authority of RECIPIENT:** This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Clean Water State Revolving Fund Data Reporting Sheet (Data Reporting Sheet): The RECIPIENT shall submit the completed Data Reporting Sheet before this agreement is signed by ECOLOGY. ECOLOGY shall provide the Data Reporting Sheet form to the RECIPIENT.

E. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including, but not limited to Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part, and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

Fair Share Objective/Goals, 40 CFR, Part 33, Subpart D. If the dollar amount of this agreement or the total dollar amount of all of the RECIPIENT's financial assistance agreements in the current federal fiscal year from the Revolving Fund is over \$250,000, the RECIPIENT accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the Office of Minority Women Business Enterprises as follows:

Construction 10.00% MBE 6.00% WBE  
Supplies 8.00% MBE 4.00% WBE  
Services 10.00% MBE 4.00% WBE  
Equipment 8.00% MBE 8.00% WBE

By signing this agreement the RECIPIENT is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as Office of Minority Women Business Enterprises.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

1) Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. Qualified Women and Minority business enterprises may be found on the Internet at [www.omwbe.wa.gov](http://www.omwbe.wa.gov) or by contacting the Washington State Office of Minority and Women's Enterprises at 866-208-1064.

2) Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

3) Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

5) Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) If the prime contractor awards subcontracts, requiring the subcontractors to take the five good faith efforts in paragraphs 1 through 5 above.

MBE/WBE Reporting, 40 CFR, Part 33, Sections 33.302, 33.502 and 33.503. The RECIPIENT agrees to provide forms: EPA Form 6100-2 DBE Subcontractor Participation Form and EPA Form 6100-3 DBE Subcontractor Performance Form to all its DBE subcontractors, and EPA Form 6100-4 DBE Subcontractor Utilization Form to all its prime contractors. These forms are available on ECOLOGY's Water Quality Program funding website.

EPA Form 6100-2 – The RECIPIENT must document that this form was received by DBE subcontractor. DBE subcontractors may submit the completed form to the EPA Region 10 DBE coordinator in order to document issues or concerns with their usage or payment for a subcontract.

EPA Form 6100-3 – This form must be completed by DBE subcontractor(s), submitted with bid, and kept with the contract.

EPA Form 6100-4 – This form must be completed by the prime contractor, submitted with bid, and kept with the contract.

The RECIPIENT also agrees to submit ECOLOGY's MBE/WBE participation report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302. The RECIPIENT also agrees to ensure that RECIPIENTS of identified loans also comply with provisions of 40CFR, Section 33.302.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

“The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally

available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

F. Electronic and Information Technology (EIT) Accessibility: RECIPIENTs shall ensure that loan funds provided under this agreement for costs incurred in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

G. Free Service: The RECIPIENT shall not furnish utility service to any customer free of charge if providing that free service affects the RECIPIENT's ability to meet the obligations of this agreement.

H. Insurance: The RECIPIENT shall at all times carry fire and extended coverage, public liability and property damage, and such other forms of insurance with responsible insurers and with policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a “Loan Amount”) shall bear interest based on the interest rate identified in this agreement as the “Effective Interest Rate,” per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments semiannually over the term of this loan “Loan Term” as outlined in this agreement.

J. Loan Repayment:  
Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all of the other agreements and obligations on its part contained herein shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants,

agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

#### Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology

Agreement No: WQC-2015-OakHar-00021  
Project Title: City of Oak Harbor Wastewater Treatment Plant  
Recipient Name: THE CITY OF OAK HARBOR

Cashiering Unit  
P.O. Box 47611  
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a formal amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

#### K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

**Reserve Requirement:** For loans that are Revenue-Secured Debt with terms greater than five years, the RECIPIENT must accumulate a reserve for the loan equivalent to at least the Average Annual Debt Service on the loan during the first five years of the repayment period of the loan. This amount shall be deposited in a Reserve Account in the Loan Fund in approximately equal annual payments commencing within one year after the initiation of operation or the project completion date, whichever comes first.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, an account of that name created in the Loan Fund to secure the payment of the principal and interest on the loan. The amount on deposit in the Reserve Account may be applied by the RECIPIENT (1) to make, in part or in full, the final repayment to ECOLOGY of the loan amount or, (2) if not so applied, for any other lawful purpose of the RECIPIENT once the Loan Amount, plus interest and any other amounts owing to ECOLOGY, have been paid in full.

**Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan):** All ULID Assessments in the ULID shall be paid into the loan Fund and used to pay the principal of and interest on the loan. The ULID Assessments in the ULID may be deposited into the Reserve Account to satisfy a Reserve Requirement if a Reserve Requirement is applicable.

**L. Maintenance and Operation of a Funded Utility:** The RECIPIENT shall at all times maintain and keep a funded Utility in good repair, working order and condition and also shall at all times operate the Utility and the business in an efficient manner and at a reasonable cost.

**M. Opinion of RECIPIENT’s Legal Counsel:** The RECIPIENT must submit an “Opinion of Legal Counsel to the RECIPIENT” to ECOLOGY before this agreement shall be signed. ECOLOGY will provide the form.

**N. Payment to Consultants:** The RECIPIENT shall ensure that loan funds provided under this agreement to reimburse for costs incurred by individual consultants (excluding overhead) is limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed. Contracts for services awarded using the procurement requirements in 40 CFR Parts 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the RECIPIENT with responsibility for the selection, direction, and control of the individuals who shall be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 30.27(b) or 40 CFR 31.36(j) for additional information.

**O. Prevailing Wage (Davis-Bacon Act):** The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works,

Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

P. Litigation; Authority: No litigation is now pending, or to the RECIPIENT’s knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

Q. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT’s financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

R. Sale or Disposition of Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the Utility, or any real or personal property comprising a part of the Utility unless one of the following applies:

1. The facilities or property transferred are not material to the operation of the Utility; or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the Utility; or are no longer necessary, material, or useful to the operation of the Utility.
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no

more than three percent of the total assets of the Utility.

3. The RECIPIENT receives from the transferee an amount which shall be in the same proportion to the net amount of Senior Lien Obligations and this loan then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the Utility from the portion of the Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

The proceeds of any transfer under this paragraph shall be used (1) to redeem promptly or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan; or (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

S. Sewer-Use Ordinance or Resolution: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater.
- 3) Require that new sewers and connections be properly designed and constructed.
- 4) Require all existing and future residents to connect to the sewer system. Such ordinance or resolution shall be submitted to ECOLOGY upon request by ECOLOGY.

T. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole

discretion, withdraw the loan and make no further payments under this agreement.

**Repayment Demand.** In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

**Interest after Repayment Demand.** From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

**Accelerate Repayments.** In the event of a default, ECOLOGY may at its sole discretion declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligations upon the Net Revenue. Repayments not made immediately upon such acceleration shall incur late charges.

**Late Charges.** All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

**Intercept State Funds.** In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

**Property to ECOLOGY.** In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

**Documents and Materials.** If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

**Collection and Enforcement Actions.** In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

**Fees and Expenses.** In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

**Damages.** Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

**U. User-Charge System:** The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system

provides adequate revenues necessary to operate and maintain the utility, to establish a reserve to pay for replacement, to establish the required Loan Reserve Account, and to repay the loan.

## GENERAL FEDERAL CONDITIONS

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

### CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

### Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements:

RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than \$25,000,000 in annual federal funds

ECOLOGY will not pay any invoice until it has received a completed and signed FFATA Data Collection Form. ECOLOGY is required to report the FFATA information for federally funded agreements, including the required DUNS number, at [www.fsr.gov](http://www.fsr.gov) <<http://www.fsr.gov>> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <<http://www.usaspending.gov>>.

For more details on FFATA requirements, see [www.fsr.gov](http://www.fsr.gov) <<http://www.fsr.gov>>.

## GENERAL TERMS AND CONDITIONS

### 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

### 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

### 3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

- a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.
- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

### 4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

## 5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

## 6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to understand if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email [payeehelpdesk@des.wa.gov](mailto:payeehelpdesk@des.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, have been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement and, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

## 7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable Federal, State and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

## 8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part,

in this Agreement or the proceeds thereof.

## 9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

## 10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

## 11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of

all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

## 12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

## 13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

## 14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

## 15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission, or gift in return for award of a subcontract hereunder.

## 16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

## 17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by

giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any provisions or terms incorporated herein by reference including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (e) the General Terms and Conditions.

#### 18. PRESENTATION AND PROMOTIONAL MATERIALS

RECIPIENT shall obtain ECOLOGY's approval for all communication materials or documents related to the fulfillment of this Agreement, steps for approval:

- a) Provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution of any documents or materials compiled or produced.
- b) ECOLOGY reviews draft copy and reserves the right to require changes until satisfied.
- c) Provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets, such as a refrigerator magnet with a message as well as media announcements, and any other online communication products such as Web pages, blogs, and Twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT must provide a complete description including photographs, drawings, or printouts of the product that best represents the item.

RECIPIENT shall include time in their project timeline for ECOLOGY's review and approval process.

RECIPIENT shall acknowledge in the materials or documents that funding was provided by ECOLOGY.

#### 19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

#### 20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of ECOLOGY; present papers, lectures, or seminars involving information supplied by ECOLOGY; use logos, reports, maps, or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part

with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
  - a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
  - b. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
  - g) Conversions. Regardless of the agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluation performance, compliance, and any other conditions under this Agreement.

## 22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

### 23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

### 24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

### 25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

### 26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post consumer recycled paper.

For more suggestions visit ECOLOGY's web pages: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp> and Sustainability, [www.ecy.wa.gov/sustainability](http://www.ecy.wa.gov/sustainability).

### 27. TERMINATION

#### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Failure to Commence Work.** ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

**Non-Performance.** The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

**b) For Convenience**

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Non-Allocation of Funds.** ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

**c) By Mutual Agreement**

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

**d) In Event of Termination**

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

**28. THIRD PARTY BENEFICIARY**

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

Agreement No: WQC-2015-OakHar-00021  
Project Title: City of Oak Harbor Wastewater Treatment Plant  
Recipient Name: THE CITY OF OAK HARBOR

**29. WAIVER**

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.



## Agreement WQC-2015-OakHar-00110

### Water Quality Combined Financial Assistance AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

THE CITY OF OAK HARBOR

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and THE CITY OF OAK HARBOR, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds activities described herein.

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#### GENERAL INFORMATION

Project Title:	City of Oak Harbor Wastewater Outfall Project
Total Cost:	\$3,200,000.00
Total Eligible Cost:	\$3,200,000.00
Ecology Share:	\$3,200,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	04/01/2013
The Expiration Date of this Agreement is no later than	12/31/2016
Project Type:	Wastewater Facility

#### Project Short Description:

The RECIPIENT will design and construct a replacement outfall for their wastewater treatment plant in the Windjammer Vicinity. Due to a collapsed wastewater outfall into Oak Harbor the RECIPIENT is constructing the new outfall in advance of constructing a new wastewater treatment plant.

#### Project Long Description:

The RECIPIENT will design and construct a replacement outfall for their wastewater treatment plant in the Windjammer Vicinity. Due to a collapsed wastewater outfall into Oak Harbor the RECIPIENT is constructing the new outfall in advance of constructing a new wastewater treatment plant.

The RECIPIENT currently operates two wastewater treatment facilities: a rotating biological contactor (RBC) facility near Windjammer Park (RBC Plant), and the Navy's Seaplane Base Lagoon Plant (Lagoon Plant). The facilities were constructed independent of each other and had their own outfalls up to 2010 at which point the outfall into Oak Harbor collapsed. All flows are currently pumped from the RBC Plant to the Lagoon Plant for discharge into

Agreement No: WQC-2015-OakHar-00110  
Project Title: City of Oak Harbor Wastewater Outfall Project  
Recipient Name: THE CITY OF OAK HARBOR

**Crescent Harbor.**

In 2008, it was determined that the existing wastewater treatment facilities had exceeded 85 percent of their permitted treatment capacity. As required by the permit, the RECIPIENT started a facility planning process. After several years of public feedback and technical review, the Windjammer vicinity was selected as the location for a replacement wastewater treatment facility.

**Overall Goal:**

To design and construct a new outfall in Oak Harbor that will provide a reliable, long-term discharge location for the RECIPIENT's new wastewater treatment plant (to be constructed under a separate project phase). Preliminary modeling of the new diffuser, performed during the facility planning stage, indicates that the new outfall will ensure continued protection of water quality in Oak Harbor when operating in tandem with the new wastewater treatment plant. The outfall will use modern diffuser design concepts to maximize the dilution of wastewater in the receiving water. The RECIPIENT' is also committed to minimizing the impacts to rate payers by using construction techniques that will minimize construction costs.

Agreement No: WQC-2015-OakHar-00110  
Project Title: City of Oak Harbor Wastewater Outfall Project  
Recipient Name: THE CITY OF OAK HARBOR

**RECIPIENT INFORMATION**

Organization Name: THE CITY OF OAK HARBOR

Federal Tax ID: 91-6001476  
DUNS Number: 054009196

Mailing Address: 865 SE Barrington Drive  
Oak Harbor, WA, 98277

Physical Address: Douglas Merriman  
City of Oak Harbor

**Contacts**

<b>Project Manager</b>	Joe Stowell City Engineer  865 SE Barrington Drive Oak Harbor, Washington, 98277 Email: jstowell@oakharbor.org Phone: (360) 279-4520
<b>Billing Contact</b>	Douglas Merriman Finance Director  865 SE Barrington Drive Oak Harbor, Washington, 98277 Email: dmerriman@oakharbor.org Phone: (360) 279-4531
<b>Authorized Signatory</b>	Douglas Arthur Merriman Finance Director  865 SE Barrington Drive Oak Harbor, Washington, 98277 Email: dmerriman@oakharbor.org Phone: (360) 279-4531

Agreement No: WQC-2015-OakHar-00110  
Project Title: City of Oak Harbor Wastewater Outfall Project  
Recipient Name: THE CITY OF OAK HARBOR

**ECOLOGY INFORMATION**

Mailing Address: Department of Ecology  
Water Quality  
PO BOX 47600  
Olympia, WA 98504-7600

Physical Address: Water Quality  
300 Desmond Drive  
Lacey, WA 98503

**Contacts**

<b>Project Manager</b>	Shawn McKone  3190 160th Ave SE Bellevue, Washington, 98008-5452 Email: shmc461@ecy.wa.gov Phone: (425) 649-7037
<b>Financial Manager</b>	Jeanna Ridner  P.O. Box 47600 Olympia, Washington, 98504-7600 Email: jmac461@ecy.wa.gov Phone: (360) 407-6533

Agreement No: WQC-2015-OakHar-00110  
Project Title: City of Oak Harbor Wastewater Outfall Project  
Recipient Name: THE CITY OF OAK HARBOR

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

IN WITNESS WHEREOF, the parties hereby sign this Agreement

**Washington State  
Department of Ecology**

**THE CITY OF OAK HARBOR**

\_\_\_\_\_  
Program Manager

Date

\_\_\_\_\_  
Scott Dudley

Date

Heather Bartlett

\_\_\_\_\_  
Mayor

Water Quality

**SCOPE OF WORK**

Task Number: 1 **Task Cost: \$50,000.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report (including photos); compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed project that meets agreement and Ecology administrative requirements.

Task Expected Outcome:

- \* Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.
- \* Properly maintained project documentation

Recipient Task Coordinator: Joe Stowell, P.E., Oak Harbor City Engineer

**Project Administration/Management**

**Deliverables**

Number	Description	Due Date
1.1	Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

## SCOPE OF WORK

Task Number: 2 **Task Cost: \$325,000.00**

Task Title: Design and Permitting

### Task Description:

A. The RECIPIENT will procure engineering services in accordance with state law. The RECIPIENT will include ECOLOGY's specification insert in the contract documents. The RECIPIENT must submit all contracts for engineering services before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will design the outfall project. Plans and specifications developed by the RECIPIENT must be consistent with the requirements of Chapter 173-240 WAC. Elements of the design will include:

1. A replacement wastewater outfall to be located in Oak Harbor.

C. The plans and specifications, construction contract documents, and addenda must be approved by the RECIPIENT prior to submittal for ECOLOGY review. All construction plans submitted to ECOLOGY for review and approval will be reduced to no larger than 11" x 17" in size. All reduced drawings must be completely legible. The project manager may request plans be submitted in either PDF or AutoCAD electronic format, and specifications in a searchable PDF or Microsoft Word electronic file. A current construction cost estimate will be submitted along with each plan/specification submittal. The project manager may request a spreadsheet in electronic file format.

D. Investment Grade Efficiency Audit. The RECIPIENT will procure a third party analysis of potential energy and water efficiency measures for incorporation into the design of any wastewater facilities. The analysis will identify potential efficiency measures, provide cost estimates, and evaluate their cost effectiveness.

E. The RECIPIENT will complete the facility designs within one year after the execution of this AGREEMENT.

F. The RECIPIENT will comply with federal cross cutting requirements, and assist ECOLOGY with any consultation required by federal resource protection agencies. The RECIPIENT will submit a final Cross Cutter Report to ECOLOGY for review and final determination of impacts for each of the required federal cross cutters. Costs incurred for construction activities that occur before federal cross cutter approval will not be eligible for reimbursement.

### Task Goal Statement:

Complete final design of a new outfall to be located in Oak Harbor and submit design document to ECOLOGY for review and approval. Obtain necessary permits for the construction of the designed outfall.

### Task Expected Outcome:

\*Continued coordination with stakeholders.

\*Design documents (drawings and specifications) complete, approved by Ecology and ready for bidding and construction.

Recipient Task Coordinator: Joe Stowell

**Design and Permitting**

**Deliverables**

<b>Number</b>	<b>Description</b>	<b>Due Date</b>
2.1	Executed contracts for engineering services and documentation of the RECIPIENT's process for procuring engineering services.	
2.2	One electronic copy (in PDF) of review draft of design plans and specifications.	
2.3	One electronic copy (in PDF) and two paper copies of completed final design plans and specifications. Plan set shall be half-size drawings.	
2.4	Two copies of final Cross Cutter Report to ECOLOGY's Project Manager for ECOLOGY's review and concurrence.	
2.5	Investment Grade Efficiency Audit documentation.	
2.6	List of identified and secured permits that are necessary for construction.	

## SCOPE OF WORK

Task Number: 3 **Task Cost: \$325,000.00**

Task Title: Construction Management

### Task Description:

A. The RECIPIENT will provide adequate and competent construction management and inspection for the Project. This may involve procuring the professional services. If professional services are procured, the RECIPIENT will procure them in accordance with state law. The RECIPIENT will include ECOLOGY's specification insert in the contract documents. The RECIPIENT must submit all contracts for construction management services before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will develop a detailed Construction Quality Assurance Plan as required by WAC 173-240-075 and submit it to ECOLOGY for review. This plan must describe the activities which the RECIPIENT will undertake to achieve adequate and competent oversight of all construction work.

C. The RECIPIENT will provide a plan of interim operation for the facility while under construction.

D. The RECIPIENT will ensure construction progresses according to a timely schedule developed to meet completion dates indicated in the construction contract. The RECIPIENT will revise or update the schedule whenever major changes occur and resubmit to ECOLOGY. In the absence of any major changes, the RECIPIENT will describe progress of the construction in the quarterly progress reports.

E. Upon completion of construction, the RECIPIENT will provide ECOLOGY's Project Manager with a set of "as-built" plans (i.e., record construction drawings which reflect changes, modifications, or other significant revisions made to the project during construction).

F. Upon project completion, the RECIPIENT will submit the Declaration of Construction Completion form to ECOLOGY in accordance with WAC 173-240-090. The form, when signed by a professional engineer, indicates that the project was completed in accordance with the plans and specifications and major change orders approved by the ECOLOGY, and is accurately shown on the as-built plans.

### Task Goal Statement:

Ensure construction contractor completes construction of a replacement outfall in Oak Harbor consistent with the requirements of the approved plans, specifications and change orders in a timely manner.

### Task Expected Outcome:

- \* Outfall construction completed according to approved plans, specifications and change orders.
- \* Construction completed within scheduled timeline specified in the construction contract.
- \* Operations and maintenance information compiled for others to incorporate into a new facility Operations and Maintenance Manual.

Recipient Task Coordinator: Joe Stowell

**Construction Management**

**Deliverables**

<b>Number</b>	<b>Description</b>	<b>Due Date</b>
3.1	A copy of all executed contracts for engineering services and construction management work to be performed under this task, and documentation of the RECIPIENT's process for procuring engineering services.	
3.2	Construction Quality Assurance Plan and plan updates (if necessary).	
3.3	Construction schedule and periodic schedule updates.	
3.4	Plan of interim operation of the facility while under construction.	
3.5	One electronic copy (in PDF) of "as-built" plans. If the RECIPIENT is unable to generate an electronic copy of the "as-built" plans, they may substitute one paper copy formatted as half-size drawings.	
3.6	Declaration of Construction Completion form to be provided by ECOLOGY.	

**SCOPE OF WORK**

Task Number: 4 **Task Cost: \$2,500,000.00**

Task Title: Construction

Task Description:

A. The RECIPIENT will include ECOLOGY’s specification insert in the bid documents. The RECIPIENT will execute a contract with the low responsive responsible bidder to construct the PROJECT. The RECIPIENT must submit Bid Tabs, the Notice of Award, and a copy of the executed contract before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will construct the wastewater outfall designed under Task 2 of this AGREEMENT in accordance with the approved plans (drawings) and specifications. This construction project will include the following elements:  
 1. A replacement wastewater outfall to be located in Oak Harbor.

C. The RECIPIENT will conduct a pre-construction conference and invite ECOLOGY staff

Task Goal Statement:

Construct an outfall in Oak Harbor along the general alignment of the existing RBC plant outfall in accordance with the approved plans and specifications developed under Task 2.

Task Expected Outcome:

\*Complete installation of a new wastewater outfall in Oak Harbor that follows the general alignment of the existing RBC plant outfall.

Recipient Task Coordinator: Joe Stowell

**Construction**

**Deliverables**

Number	Description	Due Date
4.1	Copy of the advertisement for bids and the affidavit of publication.	
4.2	Bid Tabs, the Notice of Award, and a copy of the executed construction contract.	
4.3	Copy of the notice to proceed.	
4.4	Investment Grade Efficiency Audit documentation. Minutes of the pre-construction meeting.	

**SCOPE OF WORK**

Task Number: 5 **Task Cost: \$0.00**

Task Title: Change Order

Task Description:

A. The RECIPIENT will negotiate all change orders to the construction contract necessary for successful completion of the PROJECT.

B. The RECIPIENT will submit the change orders to ECOLOGY for approval. Change orders that are a significant deviation from the approved plans/specifications must be submitted for approval, prior to execution. All other change orders must be submitted within 30 days after execution.

Task Goal Statement:

N/A

Task Expected Outcome:

Complete change orders to the construction contract necessary for the successful completion of the PROJECT.

**Change Order**

**Deliverables**

Number	Description	Due Date
5.1	A copy of all change orders.	

**BUDGET**

**Funding Distribution EL150067**

Funding Title: SRF  
 Funding Type: loan Funding Expiration Date: 12/31/2016  
 Funding Effective Date: 04/01/2013  
 Funding Source:

Title: CWSRF - SFY15  
 Type: Federal  
 CFDA: 66.458

Assistance Agreement:

Description: The Clean Water Act (CWA) (33 U.S.C. §1251-1387) established the State Revolving Fund (SRF) low interest loan program (40. C.F.R. Part 31, 35 Sub Part K). Funds come from a combination of Federal Capitalization Grant provided through the Environmental Protection Agency (EPA), state match, and revolved funds from repayments and interest on previous loans.

Recipient Match %: 0  
 InKind Interlocal Allowed: No  
 InKind Other Allowed: No  
 Is this Funding Distribution used to match a federal grant? No

Effective Interest Rate: 2.7% Interest Rate: 1.7% Admin Charge: 1%  
 Terms: 20 years  
 Project Start Date: 04/01/2013 Project Completion Date: 12/31/2016  
 Estimated Initiation of Operation date: 12/31/2017  
 Loan Security: Revenue Secure Lien Obligation of the Recipient  
 Final Accrued Interest: \$  
 Final Loan Amount: \$  
 Repayment Schedule Number: 2081

SRF	Task Total
Project Administration/Management	\$ 50,000.00
Design and Permitting	\$ 325,000.00
Construction Management	\$ 325,000.00
Construction	\$ 2,500,000.00
Change Order	\$ 0.00

**Total: \$ 3,200,000.00**

**Funding Distribution Summary**

**Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
SRF	0.00 %	\$ 0.00	\$ 3,200,000.00	\$ 3,200,000.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 3,200,000.00</b>	<b>\$ 3,200,000.00</b>

**AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

**SPECIAL TERMS AND CONDITIONS**

**SECTION 1: DEFINITIONS**

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY’s ADMINISTRATIVE REQUIREMENTS FOR RECIPIENTS OF ECOLOGY GRANTS AND LOANS at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defeasement” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY's Funding Guidelines that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund of that name created by ordinance or resolution of the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the

Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed.

“Project Schedule” means that schedule for the project specified in the agreement.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of

additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

**SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.**

**A. Architectural and Engineering Services:** The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final negotiated agreement and submit a copy of the agreement to ECOLOGY.

**B. Cultural and Historic Resources Protection:** The RECIPIENT must comply with all requirements listed in Section 106 of the National Historic Preservation Act (for federally funded projects) or Executive Order 05-05 (for state funded projects) prior to implementing any project that involves soil disturbing activities. A soil disturbing activity includes but is not limited to planting vegetation, installing fence posts, sloping stream banks, channel modifications, geotechnical test borings, and other construction projects. For more details regarding these requirements, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

**C. Equipment Purchase:** Equipment not included in the scope of work or a construction plan and specification approval must be pre-approved by ECOLOGY’s project manager before purchase.

**D. Funding Recognition:** The RECIPIENT must inform the public about ECOLOGY or EPA funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site- specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY’s financial manager upon request.

**E. Growth Management Planning:** The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, “Growth Management Planning by Selected Counties and Cities.” If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

**F. Interlocal:** The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, “Interlocal Cooperation Act.” The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY.

**G. Post Project Assessment Survey:** The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY’s Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

**SECTION 3: THE FOLLOWING CONDITIONS APPLY TO NONPOINT ACTIVITY PROJECTS ONLY**

A. **Technical Assistance:** Technical assistance for agriculture activities provided under the terms of this agreement will be consistent with the current U.S. Natural Resource Conservation Service (“NRCS”) Field Office Technical Guide for Washington State. However, ECOLOGY may accept as eligible technical assistance, proposed practices, or project designs that do not meet these standards if approved in writing by the NRCS and ECOLOGY.

B. **Project Status Evaluation:** ECOLOGY will evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY’s Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

C. **Best Management Practices (BMP) Implementation:** If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

**SECTION 4: THE FOLLOWING CONDITIONS APPLY TO CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS ONLY.**

A. **Centennial-Funded Projects Used to Match Section 319-Funded Projects:** Projects used by ECOLOGY to meet a matching requirement for the Section 319 program require the RECIPIENT to comply with Federal Section 319 reporting requirements. Required reporting includes providing project data on BMP implementation and annual pollutant load reduction.

B. **Section 319 Reporting Requirements:** The RECIPIENT must complete ECOLOGY’s “Clean Water Act Section 319 Initial Data Reporting Sheet.” The RECIPIENT must submit this form to ECOLOGY’s Financial Manager with the signed agreement. The form is available on ECOLOGY’s Water Quality Program funding website.

C. The RECIPIENT must complete ECOLOGY’s “Federal Clean Water Act Section 319 Grant Load Reductions Reporting Form” annually. This form is used to gather information on pollutant load reduction for each best management practice (BMP) installed for the project. The RECIPIENT must submit this form to ECOLOGY’s Financial Manager by January 15 of each year, and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed and submitted the form to the financial manager. This form is available on our website.

**SECTION 5: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 FUNDED PROJECTS ONLY.**

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form

2. Clean Water Act Section 319 Initial Data Reporting Sheet  
Contact your ECOLOGY financial manager for the forms.

A. **Disadvantaged Business Enterprise (DBE):**

GENERAL COMPLIANCE, 40 CFR, Part 33 - The RECIPIENT agrees to comply with the requirements of EPA’s

Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D - A RECIPIENT must negotiate with the appropriate EPA award official or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

Current Fair Share Objective/Goal - The dollar amount of this assistance agreement is over \$250,000; or the total dollar amount of all of the RECIPIENT's non-TAG assistance agreements from EPA in the current fiscal year is over \$250,000. The Washington State Department of Ecology has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

MBE: SUPPLIES 8.00%;SERVICES 10.00%; EQUIPMENT 8.00%; CONSTRUCTION 10.00%  
WBE: SUPPLIES 4.00%; SERVICES 4.00%; EQUIPMENT 4.00%; CONSTRUCTION 6.00%

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404 - If the RECIPIENT has not yet negotiated its MBE/WBE fair share objectives/goals, the RECIPIENT agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The RECIPIENT agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA shall respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C - Pursuant to 40 CFR, Section 33.301, the RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State, Local and Government recipients, this shall include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and Local Government recipients, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

**B. Funding Recognition:** The RECIPIENT must use the following paragraph in all reports, documents, and signage developed under this agreement:

This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.

**C. Time Extension:** The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

**SECTION 6: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.**

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Opinion of RECIPIENT's Legal Council
2. Authorizing Ordinance or Resolution
3. Pre-Award Compliance Review Report for All Applicants Requesting Federal Assistance
4. Federal Funding Accountability and Transparency Act (FFATA) Form
5. Clean Water State Revolving Fund Initial Data Reporting Sheet

**A. Alteration and Eligibility of Project:** During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

**B. American Iron and Steel (Buy American):** This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

**C. Authority of RECIPIENT:** This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Clean Water State Revolving Fund Data Reporting Sheet (Data Reporting Sheet): The RECIPIENT shall submit the completed Data Reporting Sheet before this agreement is signed by ECOLOGY. ECOLOGY shall provide the Data Reporting Sheet form to the RECIPIENT.

E. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including, but not limited to Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part, and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

Fair Share Objective/Goals, 40 CFR, Part 33, Subpart D. If the dollar amount of this agreement or the total dollar amount of all of the RECIPIENT's financial assistance agreements in the current federal fiscal year from the Revolving Fund is over \$250,000, the RECIPIENT accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the Office of Minority Women Business Enterprises as follows:

Construction 10.00% MBE 6.00% WBE  
Supplies 8.00% MBE 4.00% WBE  
Services 10.00% MBE 4.00% WBE  
Equipment 8.00% MBE 8.00% WBE

By signing this agreement the RECIPIENT is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as Office of Minority Women Business Enterprises.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

1) Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. Qualified Women and Minority business enterprises may be found on the Internet at [www.omwbe.wa.gov](http://www.omwbe.wa.gov) or by contacting the Washington State Office of Minority and Women's Enterprises at 866-208-1064.

2) Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

3) Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

5) Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) If the prime contractor awards subcontracts, requiring the subcontractors to take the five good faith efforts in paragraphs 1 through 5 above.

MBE/WBE Reporting, 40 CFR, Part 33, Sections 33.302, 33.502 and 33.503. The RECIPIENT agrees to provide forms: EPA Form 6100-2 DBE Subcontractor Participation Form and EPA Form 6100-3 DBE Subcontractor Performance Form to all its DBE subcontractors, and EPA Form 6100-4 DBE Subcontractor Utilization Form to all its prime contractors. These forms are available on ECOLOGY's Water Quality Program funding website.

EPA Form 6100-2 – The RECIPIENT must document that this form was received by DBE subcontractor. DBE subcontractors may submit the completed form to the EPA Region 10 DBE coordinator in order to document issues or concerns with their usage or payment for a subcontract.

EPA Form 6100-3 – This form must be completed by DBE subcontractor(s), submitted with bid, and kept with the contract.

EPA Form 6100-4 – This form must be completed by the prime contractor, submitted with bid, and kept with the contract.

The RECIPIENT also agrees to submit ECOLOGY's MBE/WBE participation report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302. The RECIPIENT also agrees to ensure that RECIPIENTS of identified loans also comply with provisions of 40CFR, Section 33.302.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

“The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally

available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

F. Electronic and Information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs incurred in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

G. Free Service: The RECIPIENT shall not furnish utility service to any customer free of charge if providing that free service affects the RECIPIENT's ability to meet the obligations of this agreement.

H. Insurance: The RECIPIENT shall at all times carry fire and extended coverage, public liability and property damage, and such other forms of insurance with responsible insurers and with policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a “Loan Amount”) shall bear interest based on the interest rate identified in this agreement as the “Effective Interest Rate,” per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments semiannually over the term of this loan “Loan Term” as outlined in this agreement.

J. Loan Repayment:  
Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all of the other agreements and obligations on its part contained herein shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants,

agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

#### Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology

Cashiering Unit  
P.O. Box 47611  
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a formal amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

#### K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

**Reserve Requirement:** For loans that are Revenue-Secured Debt with terms greater than five years, the RECIPIENT must accumulate a reserve for the loan equivalent to at least the Average Annual Debt Service on the loan during the first five years of the repayment period of the loan. This amount shall be deposited in a Reserve Account in the Loan Fund in approximately equal annual payments commencing within one year after the initiation of operation or the project completion date, whichever comes first.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, an account of that name created in the Loan Fund to secure the payment of the principal and interest on the loan. The amount on deposit in the Reserve Account may be applied by the RECIPIENT (1) to make, in part or in full, the final repayment to ECOLOGY of the loan amount or, (2) if not so applied, for any other lawful purpose of the RECIPIENT once the Loan Amount, plus interest and any other amounts owing to ECOLOGY, have been paid in full.

**Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan):** All ULID Assessments in the ULID shall be paid into the loan Fund and used to pay the principal of and interest on the loan. The ULID Assessments in the ULID may be deposited into the Reserve Account to satisfy a Reserve Requirement if a Reserve Requirement is applicable.

**L. Maintenance and Operation of a Funded Utility:** The RECIPIENT shall at all times maintain and keep a funded Utility in good repair, working order and condition and also shall at all times operate the Utility and the business in an efficient manner and at a reasonable cost.

**M. Opinion of RECIPIENT’s Legal Counsel:** The RECIPIENT must submit an “Opinion of Legal Counsel to the RECIPIENT” to ECOLOGY before this agreement shall be signed. ECOLOGY will provide the form.

**N. Payment to Consultants:** The RECIPIENT shall ensure that loan funds provided under this agreement to reimburse for costs incurred by individual consultants (excluding overhead) is limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed. Contracts for services awarded using the procurement requirements in 40 CFR Parts 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the RECIPIENT with responsibility for the selection, direction, and control of the individuals who shall be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 30.27(b) or 40 CFR 31.36(j) for additional information.

**O. Prevailing Wage (Davis-Bacon Act):** The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works,

Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

P. Litigation; Authority: No litigation is now pending, or to the RECIPIENT’s knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

Q. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT’s financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

R. Sale or Disposition of Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the Utility, or any real or personal property comprising a part of the Utility unless one of the following applies:

1. The facilities or property transferred are not material to the operation of the Utility; or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the Utility; or are no longer necessary, material, or useful to the operation of the Utility.

2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no

more than three percent of the total assets of the Utility.

3. The RECIPIENT receives from the transferee an amount which shall be in the same proportion to the net amount of Senior Lien Obligations and this loan then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the Utility from the portion of the Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

The proceeds of any transfer under this paragraph shall be used (1) to redeem promptly or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan; or (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

S. Sewer-Use Ordinance or Resolution: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater.
- 3) Require that new sewers and connections be properly designed and constructed.
- 4) Require all existing and future residents to connect to the sewer system. Such ordinance or resolution shall be submitted to ECOLOGY upon request by ECOLOGY.

T. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole

discretion, withdraw the loan and make no further payments under this agreement.

**Repayment Demand.** In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

**Interest after Repayment Demand.** From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

**Accelerate Repayments.** In the event of a default, ECOLOGY may at its sole discretion declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligations upon the Net Revenue. Repayments not made immediately upon such acceleration shall incur late charges.

**Late Charges.** All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

**Intercept State Funds.** In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

**Property to ECOLOGY.** In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

**Documents and Materials.** If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

**Collection and Enforcement Actions.** In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

**Fees and Expenses.** In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

**Damages.** Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

**U. User-Charge System:** The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system

provides adequate revenues necessary to operate and maintain the utility, to establish a reserve to pay for replacement, to establish the required Loan Reserve Account, and to repay the loan.

## GENERAL FEDERAL CONDITIONS

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

### CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

### Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements:

RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than \$25,000,000 in annual federal funds

ECOLOGY will not pay any invoice until it has received a completed and signed FFATA Data Collection Form. ECOLOGY is required to report the FFATA information for federally funded agreements, including the required DUNS number, at [www.fsrs.gov](http://www.fsrs.gov) <<http://www.fsrs.gov>> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <<http://www.usaspending.gov>>.

For more details on FFATA requirements, see [www.fsrs.gov](http://www.fsrs.gov) <<http://www.fsrs.gov>>.

## GENERAL TERMS AND CONDITIONS

### 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

### 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

### 3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

- a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.
- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

### 4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

## 5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

## 6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to understand if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email [payeehelpdesk@des.wa.gov](mailto:payeehelpdesk@des.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, have been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement and, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

## 7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable Federal, State and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

## 8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part,

in this Agreement or the proceeds thereof.

#### 9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

#### 11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of

all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

## 12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

## 13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

## 14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

## 15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission, or gift in return for award of a subcontract hereunder.

## 16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

## 17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by

giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any provisions or terms incorporated herein by reference including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (e) the General Terms and Conditions.

#### 18. PRESENTATION AND PROMOTIONAL MATERIALS

RECIPIENT shall obtain ECOLOGY's approval for all communication materials or documents related to the fulfillment of this Agreement, steps for approval:

- a) Provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution of any documents or materials compiled or produced.
- b) ECOLOGY reviews draft copy and reserves the right to require changes until satisfied.
- c) Provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets, such as a refrigerator magnet with a message as well as media announcements, and any other online communication products such as Web pages, blogs, and Twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT must provide a complete description including photographs, drawings, or printouts of the product that best represents the item.

RECIPIENT shall include time in their project timeline for ECOLOGY's review and approval process.

RECIPIENT shall acknowledge in the materials or documents that funding was provided by ECOLOGY.

#### 19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

#### 20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of ECOLOGY; present papers, lectures, or seminars involving information supplied by ECOLOGY; use logos, reports, maps, or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part

with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
  - a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
  - b. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
  - g) Conversions. Regardless of the agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluation performance, compliance, and any other conditions under this Agreement.

## 22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

### 23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

### 24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

### 25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

### 26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post consumer recycled paper.

For more suggestions visit ECOLOGY's web pages: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp> and Sustainability, [www.ecy.wa.gov/sustainability](http://www.ecy.wa.gov/sustainability).

### 27. TERMINATION

#### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Failure to Commence Work.** ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

**Non-Performance.** The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

**b) For Convenience**

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Non-Allocation of Funds.** ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

**c) By Mutual Agreement**

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

**d) In Event of Termination**

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

**28. THIRD PARTY BENEFICIARY**

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

Agreement No: WQC-2015-OakHar-00110  
Project Title: City of Oak Harbor Wastewater Outfall Project  
Recipient Name: THE CITY OF OAK HARBOR

## 29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

**City of Oak Harbor  
City Council Agenda Bill**

Bill No. 8.a  
Date: March 3, 2015  
Subject: Resolution 15-01: Fairway Point  
Final Plat, Division 3

**FROM: Steve Powers, Development Services Director**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

- ⊙ Scott Dudley, Mayor
- ⊙ Larry Cort, City Administrator
- ⊙ Doug Merriman, Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

**RECOMMENDED ACTION**

Approve the Final Plat of Fairway Point PRD Phase 3, Division 2 Resolution No. 15-01

**BACKGROUND / SUMMARY INFORMATION**

The initial Fairway Point Planned Residential Development (PRD), consisting of 140 lots in three divisions (including Phase 3, Division 2), was approved in 2004. The approved PRD plans are attached to this report for reference. Division 4 was added to the PRD in 2007. Its approval added 40 lots to the project, for a total of 180 lots. Over the years, the developer has constructed the project in phases and has recorded final plats for 141 lots. This final plat proposes to add 26 lots to the development and extend SW Fairway Point Drive to connect with Fairway Lane located west of this subdivision.

Please note the far western-end of this plat was re-designed. As a consequence the lot layout in this area varies slightly from that shown in the PRD. This deviation is acceptable.

**REVIEW AND APPROVAL PROCESS**

As was previously noted, the submittal and review requirements for final plats are addressed in OHMC Chapter 21.40. The approval process is specifically found at OHMC 21.40.050, which states:

**21.40.050 Review and approval process.**

- (1) The director shall forward the final plat application to the city council if:
  - (a) The application is in order; and
  - (b) Improvements are constructed in a satisfactory manner and approved by the city engineer or a bond or other security acceptable to the city engineer has been satisfactorily posted for deferred improvements.
- (2) The recommendations of the director regarding the final plat shall be forwarded to the mayor for placement upon city council agenda.

(3) After receipt of the recommendation on any final plat, the city council shall consider the final plat at a public meeting. (Ord. 1568 § 6, 2010)

City staff reviewed the application and found it in order as required by OHMC 21.40.050(1)(a). The Public Works Department and the Engineering Division reviewed the final plat map for accuracy and conformance with the approved preliminary subdivision and for compliance with the requirements of the Subdivision Code (which requires compliance with RCW 58.17) and recommends approval of the final subdivision plat. The Planning Division has reviewed and recommends approval of the final subdivision plat for conformance with the PRD, preliminary plat, zoning ordinances and other applicable land use controls, as well as the conditions and environmental mitigation measures required for the preliminary subdivision approval.

The majority of the necessary public improvements were constructed in a satisfactory manner and are approved by the City Engineer as required by OHMC 21.40.050(1)(b). Improvements that are yet to be completed have been bonded for by the developer.

State law provides the necessary guidance for the City Council's review and action once the staff recommendation is received. RCW 58.17.170 states, in part, "When the legislative body of the city, town or county finds that the subdivision proposed for final plat approval conforms to all terms of the preliminary plat approval, and that said subdivision meets the requirements of this chapter, other applicable state laws, and any local ordinances adopted under this chapter which were in effect at the time of preliminary plat approval, it shall suitably inscribe and execute its written approval on the face of the plat." The City Council makes its decision in a public meeting.

### **CONCLUSION**

The final plat is in conformance with the requirements of RCW 58.17, OHMC 21.40, the approved planned residential development and the approved preliminary plat. Staff has reviewed the application for conformance with the appropriate technical requirements and has determined that the proposed final plat meets the code requirements. Staff recommends approval of the final plat.

### **LEGAL AUTHORITY**

In general, RCW Chapter 58.17 governs the approval of subdivision plats. The approval of a final plat is specifically addressed in RCW 58.17.160 and 170. The City's subdivision regulations are found in OHMC Title 21, with final plats addressed in OHMC Chapter 21.40. Finally, final plats are categorized as a Type VI review process under OHMC 18.20.280. Type VI process does not require a public hearing; approval action may be taken in a public meeting.

### **FISCAL IMPACT**

Funds Required: N/A

Appropriation Source: N/A

There are no immediate fiscal impacts with the approval of the final plat. The developer was responsible for constructing all required infrastructure in accordance with the City's standards. Once the plat is

approved and recorded, the City will accept the public infrastructure, rights of way and easements as indicated on the face of the plat. The street and the associated infrastructure will be added to the City's inventory and maintenance schedules.

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

**ATTACHMENTS**

1. [Fairway Point PRD Plans](#)
2. [Final Plat of Fairway Point PRD Phase 3, Division 2](#)
3. [Resolution 15-01](#)

# FAIRWAY POINT

LANDED GENTRY  
DEVELOPMENT, INC.

Underwood & Associates

909 7th Street  
Anacortes, WA 98221  
360-770-7501

MIKE UNDERWOOD  
E-mail: mikeunderwood@isomedia.com

## NOTES

### PROJECT DATA:

- TOTAL SITE AREA: 36.04 acres
- PROJECT DENSITY: 4.9 lots/acre
- NUMBER OF LOTS: 140 LOTS
- ZONING: R-1
- COMPREHENSIVE PLAN: LOW DENSITY, RESIDENTIAL

- DEVELOPER: LANDED GENTRY DEVELOPMENT, INC.  
504 E. FAIRHAVEN AVE.  
BURLINGTON, WA 98233  
(360) 755-9021

- CONSULTANT: SUMMIT ENGINEERS & SURVEYORS, INC.  
2218 OLD HIGHWAY 99 SO. RD.  
MOUNT VERNON, WA 98273  
(360) 416-4999

- WATER SOURCE: CITY OF OAK HARBOR
- SEWAGE DISPOSAL: CITY OF OAK HARBOR

- BUILDING SETBACKS  
FRONT STREET: 20' TO BUILDING
- SIDE STREET: 10' TO BUILDING  
20' TO GARAGE
- INTERIOR SIDE YARD: 5'
- REAR YARD: 10'

- NEW STREET TREE NORWAY MAPLE  
2" CALIPER ACER PLATANOIDES  
OR ALTERNATE ACCEPTABLE TO  
THE CITY OF OAK HARBOR

- EXISTING TREE  
[SEE PLAN FOR TREES TO BE  
RETAINED PER RETENTION  
PROGRAM]

- TREE RETENTION AREA - SEE A3  
AND CIVIL DRAWINGS  
FENCES WITHIN THE TREE RETENTION  
AREA SHALL NOT EXCEED 42" IN  
HEIGHT.

## DRAWING INDEX

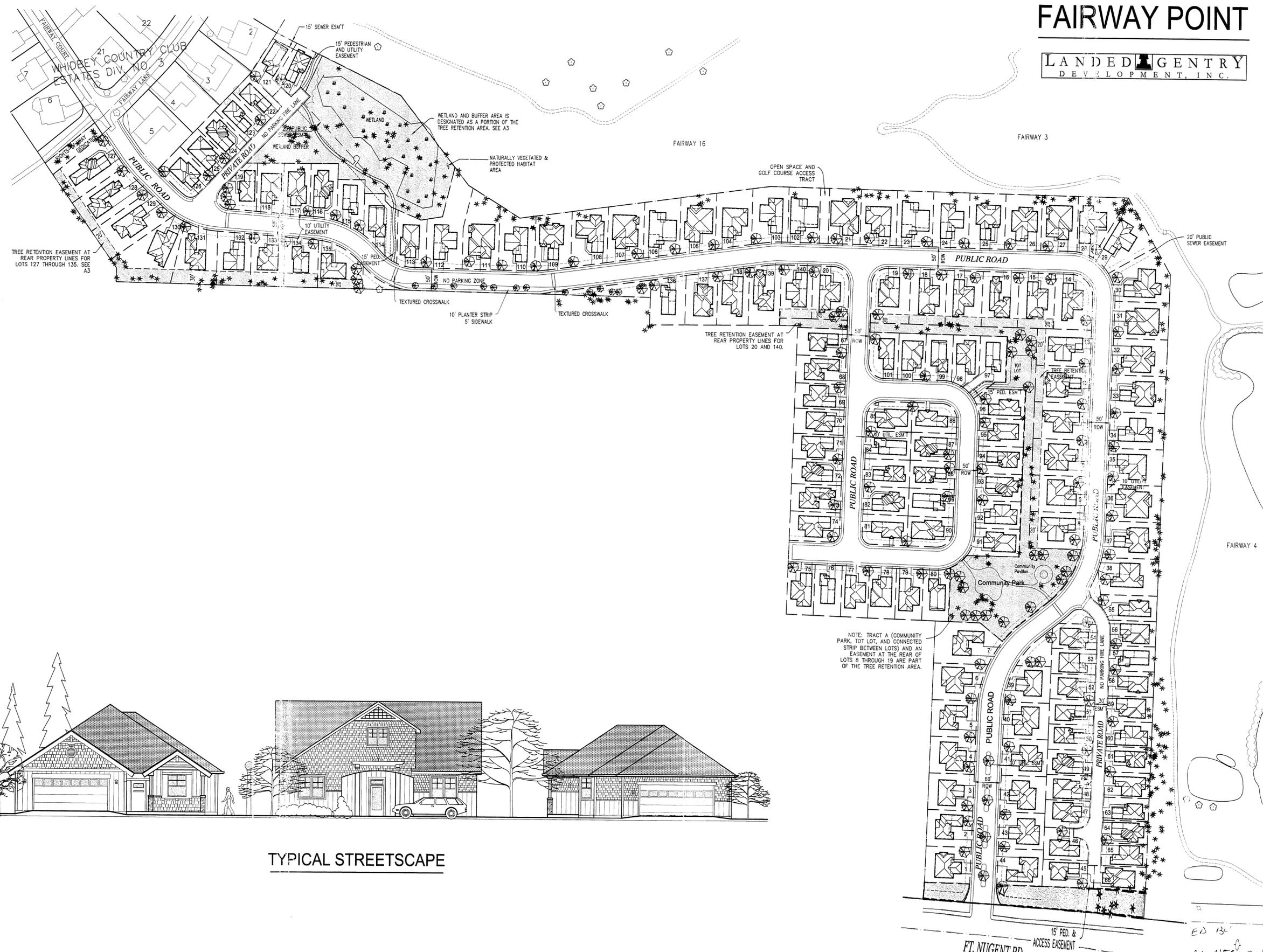
- A1 SITE PLAN  
TITLE SHEET, PROJECT INFO  
TYPICAL STREETSCAPE ELEVATION
- A2 PHASE PLAN  
LOT AREAS
- A3 OPENSOURCE PLAN  
TRAIL PLAN  
USABLE AREA CALCULATIONS
- A4 BUILDING ENVELOPE PLAN  
BUILDING TYPE PLAN  
FENCE DETAILS
- A5 LANDSCAPE PLAN  
STREET TREES  
TYPICAL RESIDENCE LANDSCAPE PLAN

LANDED /  
GENTRY  
DEVELOPMENT

OAK HARBOR, WA  
FAIRWAY POINT

SITE PLAN  
STREETSCAPE

DATE 8/25/04 SHEET



TYPICAL STREETSCAPE

SITE PLAN

AS APPROX PLANNING 9/28/04  
COMMISSION w/ AMENDMENT TO CONDITIONS OF APPROVAL RECEIVED  
SEP 23 2004  
A1

# FAIRWAY POINT

LANDED GENTRY  
DEVELOPMENT, INC.

Underwood & Associates

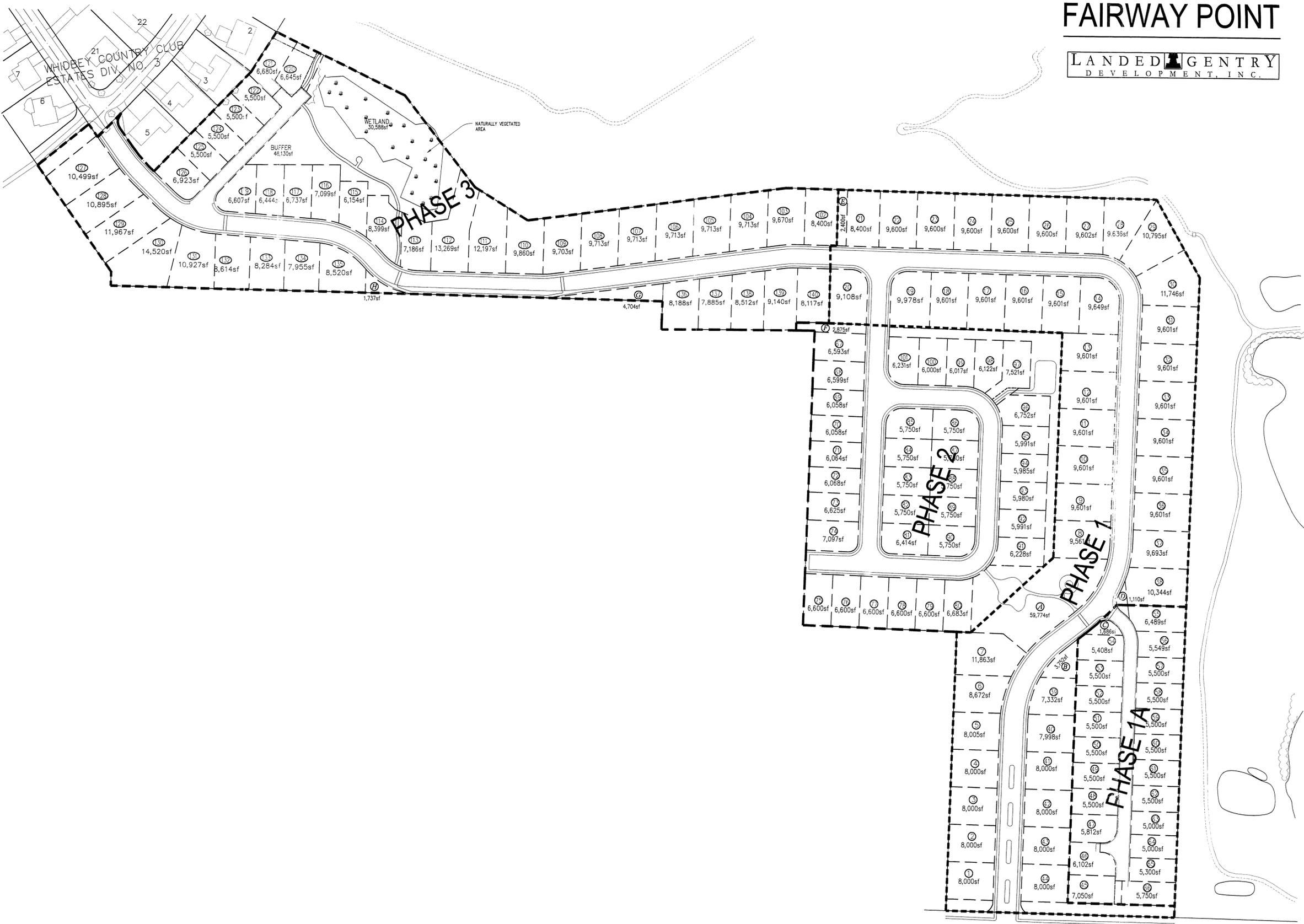
909 7th Street  
Anacortes, WA 98221  
360-770-7501

MIKE UNDERWOOD  
E-mail: mikeunderwood@isomedia.com

**NOTES**

29 LOT NUMBER  
9,604sf LOT SIZE

--- PHASE BOUNDARY LINE



LANDED / GENTRY DEVELOPMENT

OAK HARBOR, WA  
FAIRWAY POINT

PHASE PLAN  
LOT AREAS

DATE  
8/25/04

SHEET

A2

REVISIONS



PHASE PLAN



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SEP 23 2004

CITY OF OAK HARBOR  
Development Services Department

# FAIRWAY POINT

LANDED / GENTRY  
DEVELOPMENT, INC.

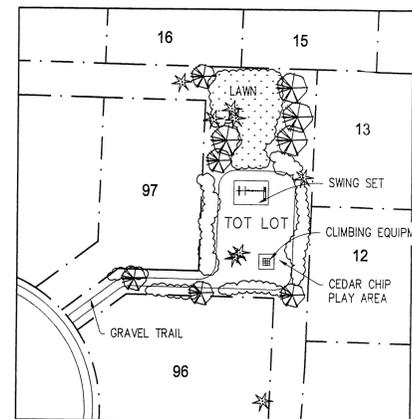
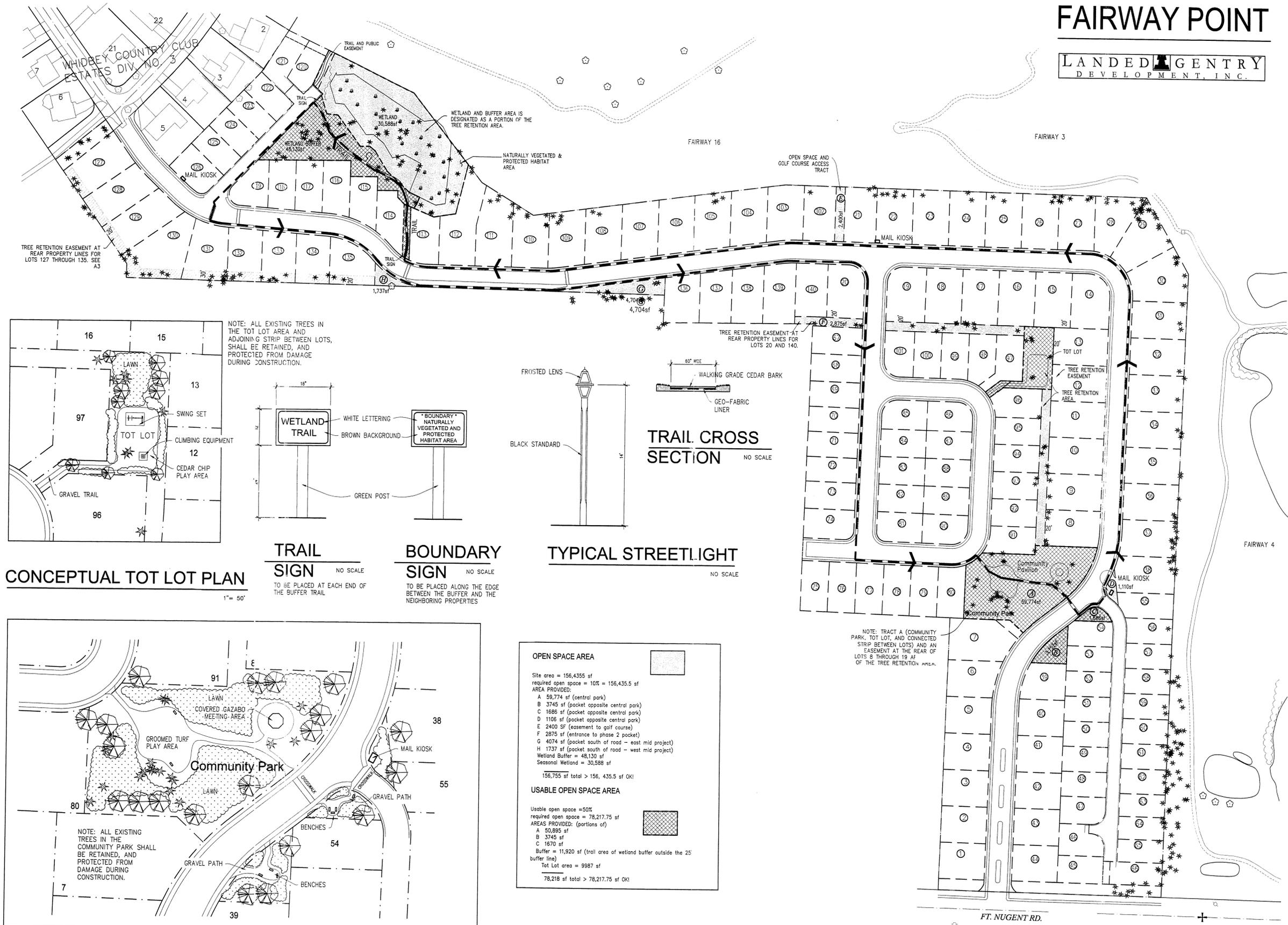
Underwood & Associates

909 7th Street  
Anacortes, WA 98221  
360-770-7501

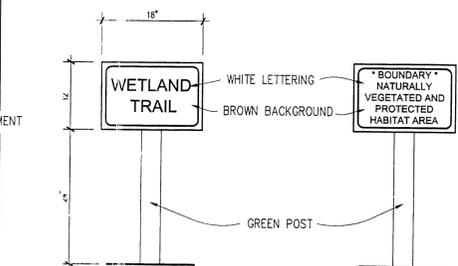
MIKE UNDERWOOD  
E-mail: mikeunderwood@somedia.com

### NOTES

- WALKING LOOP (1.09 miles)
- STREET LIGHT
- MAIL KIOSK
- EXISTING TREE [SEE PLAN FOR TREES TO BE RETAINED PER RETENTION PROGRAM]
- FENCES WITHIN THE TREE RETENTION AREA SHALL NOT EXCEED 42" IN HEIGHT

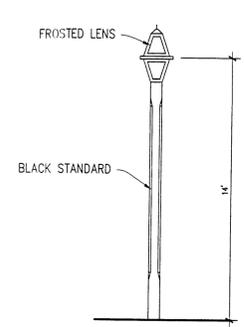


NOTE: ALL EXISTING TREES IN THE TOT LOT AREA AND ADJOINING STRIP BETWEEN LOTS, SHALL BE RETAINED, AND PROTECTED FROM DAMAGE DURING CONSTRUCTION.

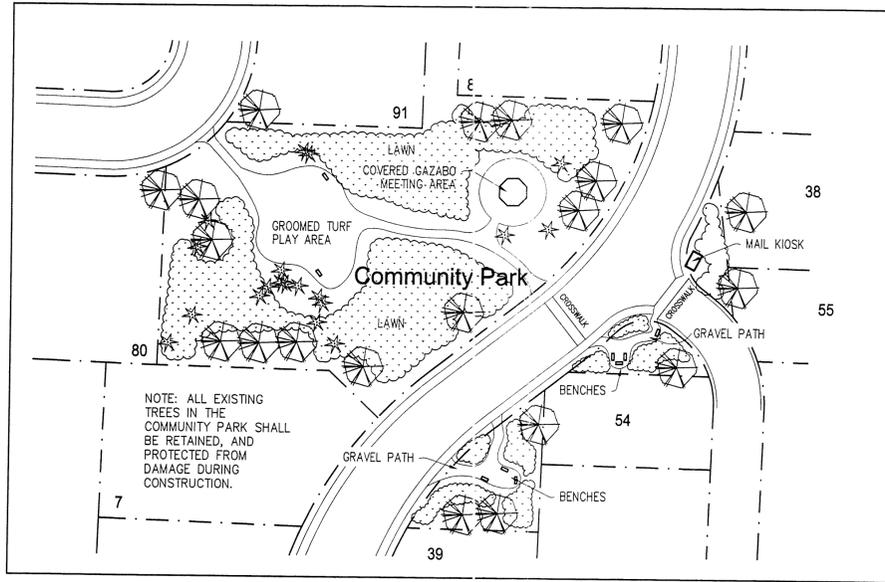


**TRAIL SIGN** NO SCALE  
TO BE PLACED AT EACH END OF THE BUFFER TRAIL

**BOUNDARY SIGN** NO SCALE  
TO BE PLACED ALONG THE EDGE BETWEEN THE BUFFER AND THE NEIGHBORING PROPERTIES



**TYPICAL STREETLIGHT** NO SCALE

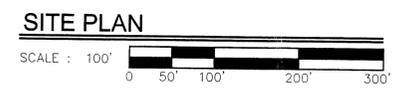


NOTE: ALL EXISTING TREES IN THE COMMUNITY PARK SHALL BE RETAINED, AND PROTECTED FROM DAMAGE DURING CONSTRUCTION.

**CONCEPTUAL COMMUNITY PARK PLAN**  
1" = 50'

OPEN SPACE AREA	
Site area = 156,435.5 sf	required open space = 10% = 15,643.5 sf
AREA PROVIDED:	
A	59,774 sf (central park)
B	3,745 sf (packet opposite central park)
C	1,686 sf (packet opposite central park)
D	1,106 sf (packet opposite central park)
E	2,400 SF (easement to golf course)
F	2,875 sf (entrance to phase 2 packet)
G	4,074 sf (packet south of road - east mid project)
H	1,737 sf (packet south of road - west mid project)
Wetland Buffer	= 48,130 sf
Seasonal Wetland	= 30,588 sf
156,755 sf total > 156,435.5 sf OK!	
USABLE OPEN SPACE AREA	
Usable open space = 50%	required open space = 7,821.75 sf
AREAS PROVIDED: (portions of)	
A	50,895 sf
B	3,745 sf
C	1,670 sf
Buffer	= 11,920 sf (trail area of wetland buffer outside the 25' buffer line)
Tot Lot area	= 9,987 sf
78,218 sf total > 78,217.75 sf OK!	

NOTE: TRACT A (COMMUNITY PARK, TOT LOT, AND CONNECTED STRIP BETWEEN LOTS) AND AN EASEMENT AT THE REAR OF LOTS 8 THROUGH 19 AT THE TREE RETENTION AREA.



LANDED / GENTRY  
DEVELOPMENT

OAK HARBOR, WA

FAIRWAY POINT

OPEN SPACE PLAN  
USABLE AREA  
TRAIL MAP

DATE 8/25/04 SHEET

A3

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Development Services Department

# FAIRWAY POINT

LANDED GENTRY  
DEVELOPMENT, INC.

Underwood & Associates



909 7th Street  
Anacortes, WA 98221  
360-770-7501

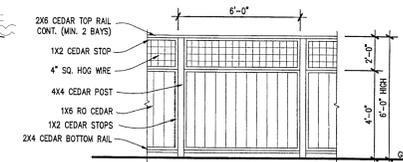
MIKE UNDERWOOD  
E-mail: mikeunderwood@isomedia.com

### NOTES

29 LOT NUMBER  
--- BUILDING TYPE ZONE LINE

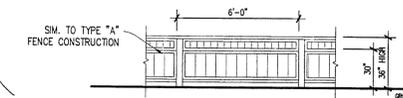
### FENCE:

- AT COMMON PROPERTY LINE WITH ANOTHER RESIDENCE OR COMMON OPENSACES NOT LISTED BELOW:
  - A TYPE "A" SOLID CEDAR FENCE NOT EXCEEDING 6' IN HEIGHT IS ALLOWED
- AT GOLF COURSE PROPERTY LINE:
  - A TYPE "B" CEDAR FENCE NOT EXCEEDING 36" IN HEIGHT MAY BE INSTALLED ONLY WITH PRIOR APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE.
- AT WETLAND BUFFER:
  - A TYPE "C" 30" HIGH CEDAR SPLIT RAIL FENCE SHALL BE INSTALLED AT THE PROPERTY LINE.
- WITHIN TREE RETENTION AREA:
  - FENCES WITHIN THE TREE RETENTION AREA SHALL NOT EXCEED 42" IN HEIGHT.



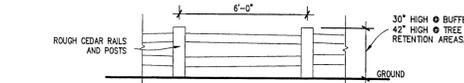
**A** 6' CEDAR FENCE ELEVATION

FOR USE AROUND AND BETWEEN RESIDENCES FOR PRIVACY



**B** 36" CEDAR FENCE ELEVATION

FOR USE AT GOLF COURSE AND GOLF COURSE REAR YARDS ONLY



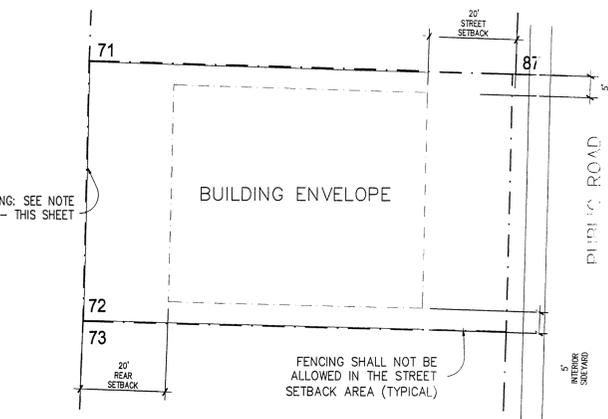
**C** SPLIT RAIL FENCE

FOR USE ALONG THE REAR OF LOTS ADJACENT TO THE BUFFER AREA (LOTS 112 TO 120), AND ALSO ALONG THE REAR OF LOTS CONTAINING TREE RETENTION AREAS (LOTS 140, 8 TO 20)

FAIRWAY POINT VILLAS  
1400 TO 2000 SF MODELS

FAIRWAY CUSTOM HOMES  
1800 TO 2600 SF MODELS

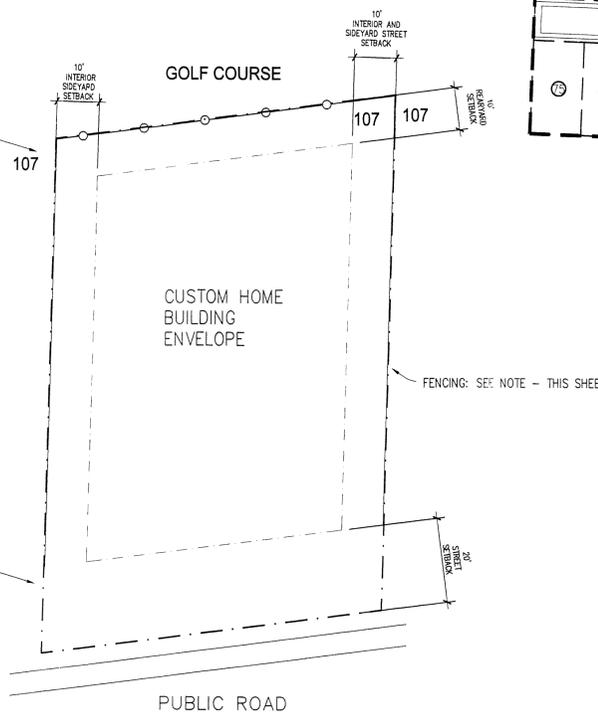
FAIRWAY POINT INTERIOR  
1400 TO 2400 SF MODELS  
ONE AND TWO STORY



TYPICAL BUILDING ENVELOPE PLAN AT PROJECT PERIMETER

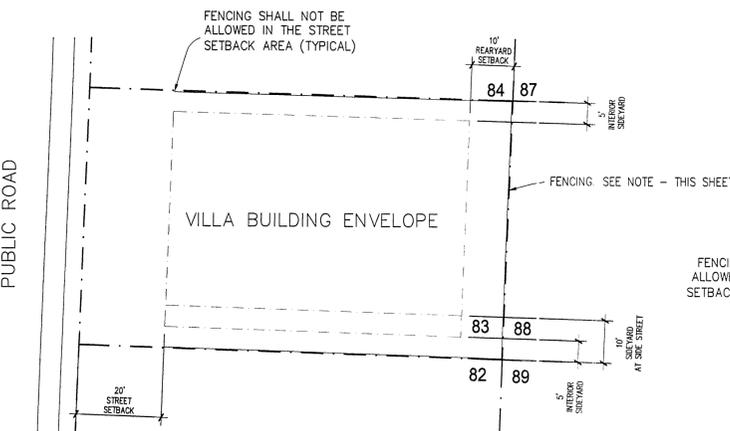
WHERE ABUTTING ADJACENT RESIDENTIAL 1"=20'

FENCING WHERE ALLOWED BY THE ARCHITECTURAL CONTROL COMMITTEE SHALL NOT EXCEED 36" IN THE REARYARD ADJOINING THE GOLF COURSE.



TYPICAL FAIRWAY POINT CUSTOM ENVELOPE PLAN

FENCING PLAN 1"=20'



TYPICAL FAIRWAY POINT INTERIOR AND VILLA BUILDING ENVELOPE PLAN

FENCING PLAN 1"=20'



### BUILDING TYPES AND FENCING PLAN

SCALE: 100' 0 50' 100' 200' 300'

LANDED / GENTRY DEVELOPMENT

OAK HARBOR, WA  
FAIRWAY POINT

BUILDING ENVELOPE PLAN  
FENCING PLAN  
BUILDING TYPES

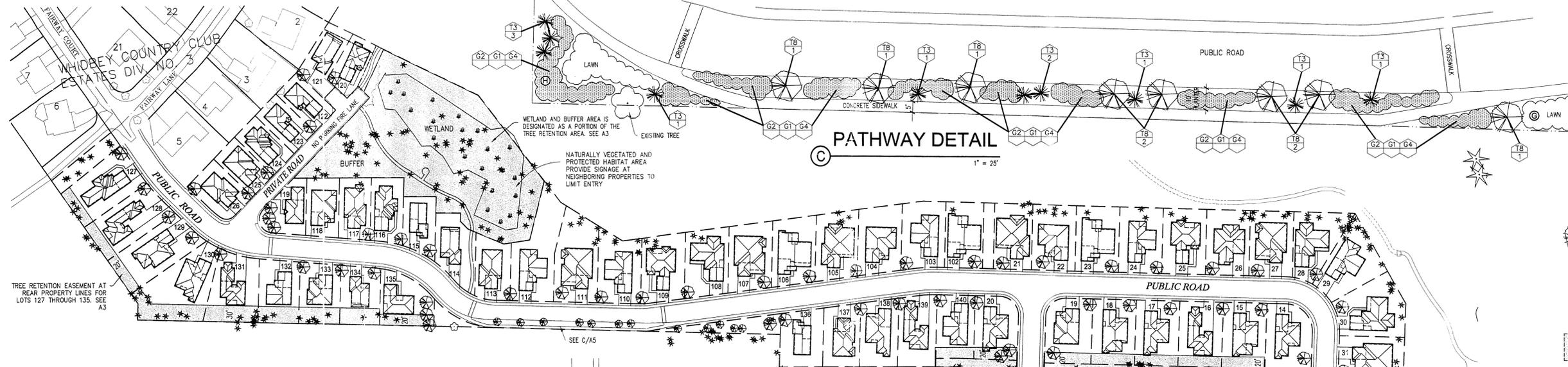
DATE: 8/25/04 SHEET: A4

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Development Services Department

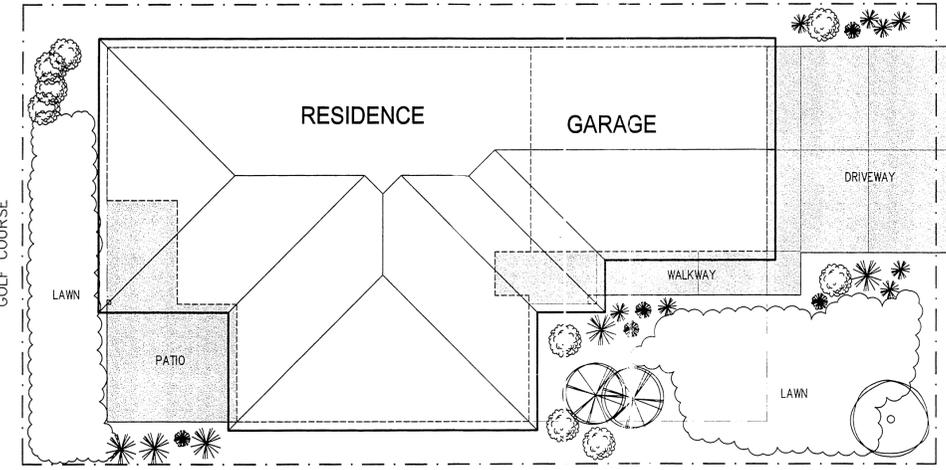
**NOTES**

-  NEW STREET TREE NORWAY MAPLE 2" CALIPER ACER PLATANOIDES OR ALTERNATE ACCEPTABLE TO THE CITY OF OAK HARBOR
-  EXISTING TREE [SEE PLAN FOR TREES TO BE RETAINED PER RETENTION PROGRAM]
-  TREE RETENTION AREA - SEE A3 AND CIVIL DRAWINGS  
FENCES WITHIN THE TREE RETENTION AREA SHALL NOT EXCEED 42" IN HEIGHT.



**PATHWAY DETAIL**

1" = 25'



**TYPICAL RESIDENTIAL LANDSCAPE PLAN**

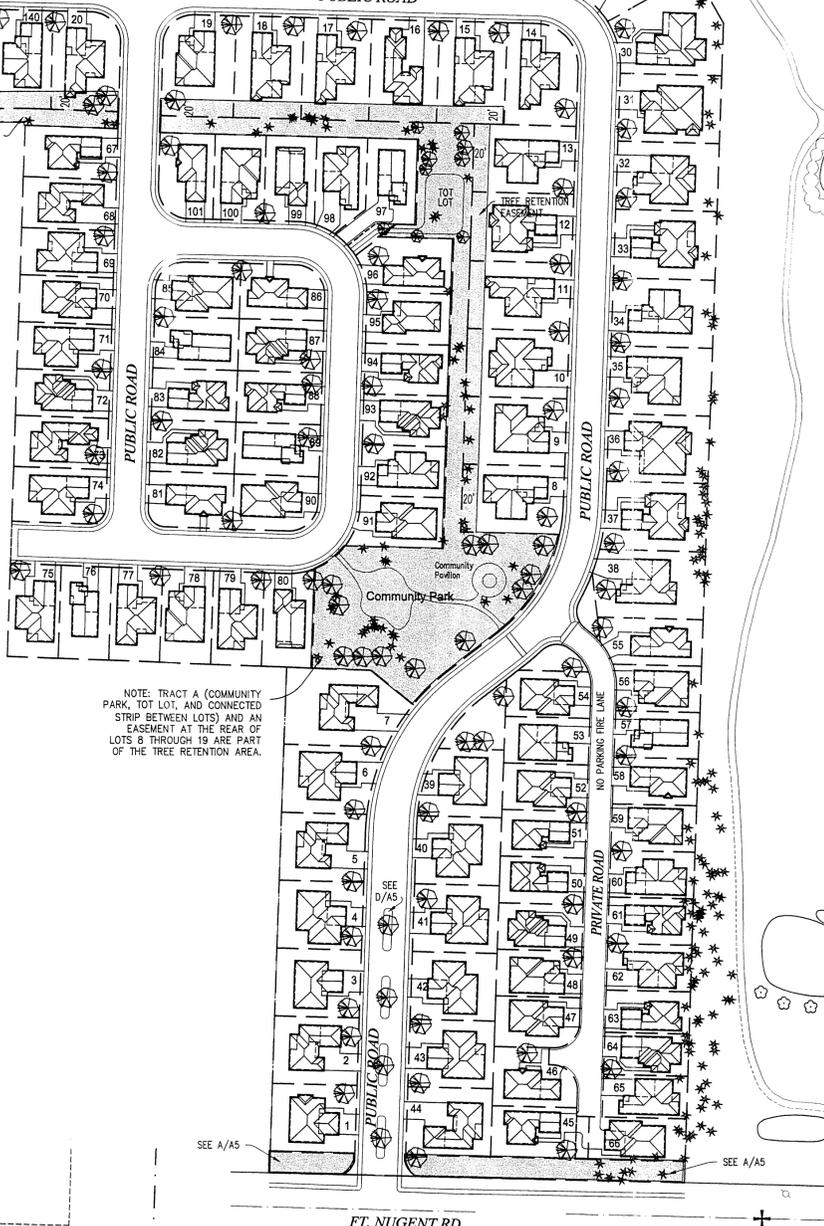
NO SCALE

**RESIDENTIAL LANDSCAPE LEGEND**

-  NORWAY MAPLE 2" CALIPER ACER PLATANOIDES
-  EUROPEAN WHITE BIRCH 8-10' BETULA PENDULA
-  RED JAPANESE MAPLE 4-5' ACER PALMANTUM "ATROPURPUREUM"
-  DAVID VIBURNUM 2 GAL. VIBURNUM DAVIDII
-  DWARF RHODODENDRON 2 GAL.
-  DEODIOUS AZALEA 2 GAL.

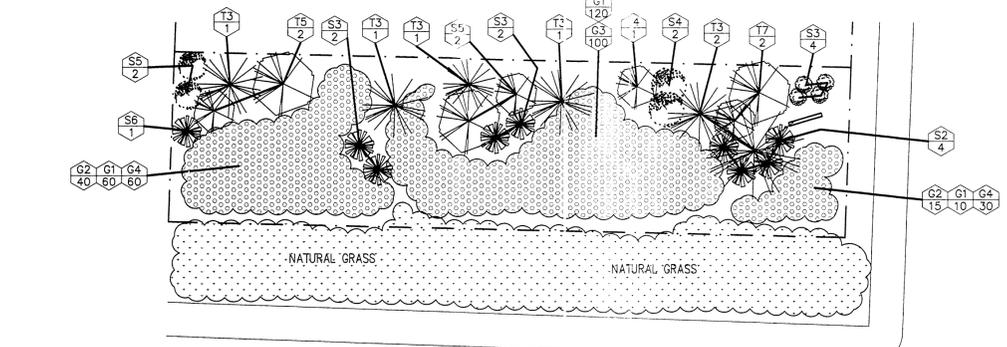
NOTE: THE BUFFER ZONE PLANTING SHALL BE SELECTED FROM THE FOLLOWING LIST. ANY PLANT SUBSTITUTION FOR PLANT SPECIES MUST BE APPROVED BY THE CITY, AND NO ON-SITE SUBSTITUTION ALLOWED.

MARK	BOTANICAL NAME	COMMON NAME
<b>TREES</b>		
T1	PRUNUS C. "THUNDERCLOUD"	FLOWERING PLUM
T2	PINUS	MUGO PINE
T3	QUERCUS GARRYANA	GARRY OAK
T4	ACER PLATANOIDES	NORWAY MAPLE
T5	ACER PALMANTUM "ATROPURPUREUM"	RED JAPANESE MAPLE
T6	CRATAEGUS PHAENOPYRUM	WASHINGTON HAWTHORN
T7	SALIX PURPUREA	PURPLELEAF WILLOW
T8	ACER PLATANOIDES	NORWAY MAPLE - STREET TREE
<b>SHRUBS</b>		
S1	ERICA DARLEYENSIS "DARLY DEE"	HEATHER
S2	CICTUS PURPUREUS	ORCHID ROCKROSE
S3	ESCALLONIA X. "PINK PRINCESS"	PINK PRINCESS ESCALLONIA
S4	RHODODENDRON "ANNA ROSE WHITNEY"	
S5	RHODODENDRON "BLANEY'S BLUE"	
S6	AZALEA "GERARDD'S CRIMSON"	EVERGREEN AZALEA (KURUME)
<b>GROUND COVER</b>		
G1	ARCTOSTAPHYLOS UVA-URSIS	KINNIKINNICK
G2	LUPINUS LATIFOLIUS	BROADLEAF LUPINE
G3	HYPERICUM PERFORATUM	ST. JOHN'S WORT
G4	EPIMEDIUM GRANDIFLORUM	EPIMEDIUM



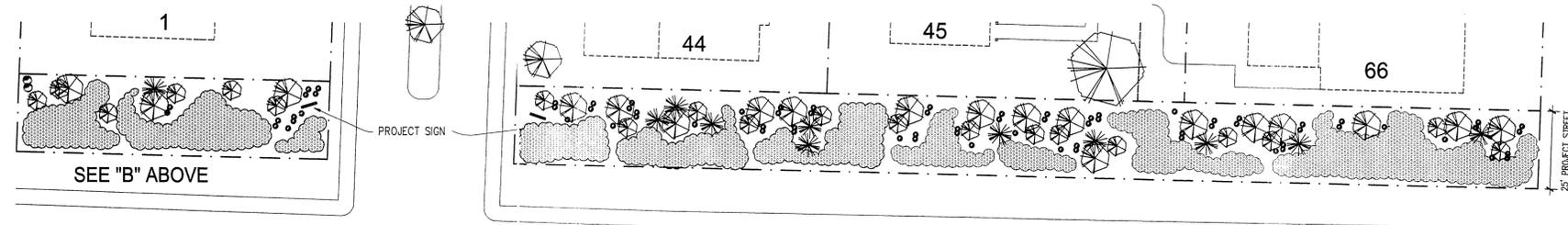
**TYPICAL ISLAND LANDSCAPE PLAN**

NO SCALE



**TYPICAL STREET PLAN**

NO SCALE



**CONCEPTUAL PROJECT STREET BUFFER LANDSCAPE PLAN**

1" = 25'

**LANDSCAPE PLAN**

SCALE: 100' 0 50' 100' 200' 300'

**TREE RETENTION PLAN**

CONSERVATION AND TREE RETENTION EASEMENT WILL BE PLACED WITHIN ALL OPEN SPACE AND BUFFER TRACTS. FOLLOWING INITIAL CLEARING OF RIGHTS-OF-WAYS, DEVELOPMENT SERVICES AND THE PROPERTY OWNER WILL EVALUATE EXISTING TREES AND UNDERBRUSH LOCATED WITHIN TRACTS TO DETERMINE IF ADDITIONAL TREE ENHANCEMENT WILL BE NECESSARY TO MEET THE INTENT OF THE TREE RETENTION ORDINANCE.

OAK HARBOR, WA  
**FAIRWAY POINT**

LANDSCAPE PLAN  
TYPICAL RESIDENTIAL  
LANDSCAPE PLAN

DATE  
8/25/04

SHEET

**A5**

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CITY OF OAK HARBOR  
Development Services Department

**FAIRWAY POINT PLANNED RESIDENTIAL DEVELOPMENT, PHASE 3, DIVISION 2**

**CITY ENGINEER APPROVAL**

I hereby certify that the plat of Fairway Point PRD, Phase 3, Division 2, is consistent with all applicable city improvement standards and requirements in force on the date of preliminary plat approval, examined and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

By: \_\_\_\_\_  
City Engineer

**CITY COUNCIL APPROVAL**

Approved by the Council of the City of Oak Harbor, Washington this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Attest:  
\_\_\_\_\_  
Clerk Mayor

**CITY FINANCE DIRECTOR APPROVAL**

I hereby certify that all taxes and delinquent assessments for which the property may be liable as of the date of certification have been duly paid, satisfied or discharged.

This \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
City Finance Director

**COUNTY TREASURER APPROVAL**

This is to certify that all taxes heretofore levied and which have become a lien upon the lands herein described, have been fully paid and discharged, according to the records of my office, up to and including the year of 2015.

\_\_\_\_\_  
Island County Treasurer

**TREE RETENTION EASEMENT:**

A 20' to 30' wide Tree Retention Easement is hereby reserved and established along the southerly lines of Lots 126-135, inclusive, as shown hereon. Native vegetation standards, definitions, and replanting requirements are outlined in Oak Harbor Municipal Code Section 19.46.140, January, 2011. Maintenance of the the Tree Retention Easement is the responsibility of the individual lot owner per Section 6.2.2A of the Covenants & Restrictions as noted in the 5th Amendment to the Declaration of Covenants for Fairway Point PRD.

**ACCESS EASEMENT, TRAIL EASEMENT, & LANDSCAPE BUFFER:**

- a. A 20' to 30' wide Access Easement is hereby reserved and granted to the City of Oak Harbor over, under, and across the 30' panhandle of Lot 122 and the southerly 20 feet of Lot 122 and Tract 997 as shown hereon, for the purpose of access to maintain sewer facilities.
- b. A 10' to 20' wide Trail Easement is hereby reserved and granted to the Community Association and their guests, over and across the east 10' of the 30' panhandle of Lot 122, and the southerly 20' of Lot 122 and Tract 997, and the easterly 15' panhandle of Tract 997, as shown hereon, for the purposes of pedestrian access. The Community Association has the rights & responsibilities for maintenance per Plat Notes 9 & 10, page 2.
- c. A 10' Landscape Buffer is reserved along the northwesterly line of Lot 122 for the benefit of Lots 4 & 5, Plat of Whidbey Country Club Estates #3, as shown hereon. Per Section 6.2.2A of the Covenants & Restrictions as noted in the 5th Amendment to the Declaration of Covenants for Fairway Point PRD, maintenance is the responsibility of the owner of lot 122.

ISLAND COUNTY PARCEL: S6612-00-0000B-1 (Property ID 811429)

**EASEMENT PROVISIONS**

- A. An easement is reserved for and granted to the City of Oak Harbor, Frontier Communications Northwest, Cascade Natural Gas Corporation, Comcast, Puget Sound Energy, and their respective successors and assigns under and upon the front 10 feet of each lot and tract abutting the streets as shown herein, in which to install, lay, construct, renew, operate, maintain and remove utility systems, lines, fixtures, and appurtenances attached thereto, for the purpose of providing utility services to the subdivision and other property, together with the right to enter upon the lots and tracts at all times for the purposes stated, with the understanding that any Grantee shall be responsible for all unnecessary damage it causes to any real property owner by exercise of rights and privileges herein granted.
- B. An additional easement is hereby reserved to Puget Sound Energy, Inc., as recorded under Auditor's File Number 4361995 on July 7, 2014, which includes a 10' strip contiguous with the road right-of-way as shown hereon.
- C. A sanitary sewer easement is hereby reserved and granted to the City of Oak Harbor over, under, and across Tract 997 & Lot 122 as shown hereon in which to install, lay, construct, renew, operate, maintain and remove sewer systems, lines, fixtures, and appurtenances attached thereto, for the purpose of providing sewer services to the subdivision and other property, together with the right to enter upon the lots and tracts at all times for the purposes stated, with the understanding that Grantee shall be responsible for all unnecessary damage it causes to any real property owner by exercise of rights and privileges herein granted.
- D. An easement is hereby reserved and granted to the the City of Oak Harbor, Frontier Communications Northwest, Cascade Natural Gas Corporation, Comcast, Puget Sound Energy, and their respective successors and assigns under, and upon a 50 foot wide easement through Tract 999, as shown herein, in which to install, lay, construct, renew, operate, maintain and remove utility systems, lines, fixtures, and appurtenances attached thereto, for the purpose of providing utility services to the subdivision and other property, together with the right to enter upon the lots and tracts at all times for the purposes stated, with the understanding that any Grantee shall be responsible for all unnecessary damage it causes to any real property owner by exercise of rights and privileges herein granted.
- E. A private 10' wide storm drain easement is hereby reserved and granted to Lots 107-121 over, under, and across the northerly lines of Lots 107-120 (inclusive), and across Tract 997, as shown hereon. The Community Association has the rights & responsibilities for maintenance per Plat Notes on page 2.
- F. A private 10' storm drain easement, for an interceptor trench, is hereby reserved and granted to Lots 126-129, across the southerly 10 feet of said Lots, together with the east 5' of Lot 126 and the west 5' feet of Lot 127, as shown hereon. A private 5' storm drain easement, for an interceptor trench, is hereby reserved and granted to the Lots 130-132 over, under, and across the 5 feet southerly of and contiguous with the 10' utility easement, as shown hereon. The Community Association has the rights & responsibilities for maintenance per Plat Notes on page 2.
- G. Per the Acknowledgement recorded under AF# 4372960, the financial responsibility, operations and maintenance of the private water utility system within the newly dedicated right-of-way that encompasses the southwesterly extension of Fairway Lane on the westerly side of the plat, will continue to be the sole responsibility of the Swantown Water District. The City of Oak Harbor, FP3, LLC; Landed Gentry and its affiliates are not bound by any financial, operational or maintenance responsibilities as a part of this construction beyond its installation and warranty requirements. The City of Oak Harbor holds no financial, operational and maintenance responsibilities or obligations for private utility systems within it's right-of-way.
- H. Per the Acknowledgement recorded under AF# 4372959, the financial responsibility, operations and maintenance of the private sanitary sewer systems within the newly dedicated right-of-way that encompasses the southwesterly extension of Fairway Lane on the westerly side of the plat, will continue to be the sole responsibility of the Whidbey Country Club Estates, Division 3, Homeowners Association (WCCE#3HOA). The City of Oak Harbor, FP3, LLC, Landed Gentry and its affiliates, are not bound by any financial, operational, or maintenance responsibilities as a part of this construction beyond its installation and warranty requirements. The City of Oak Harbor holds no financial, operational and maintenance responsibilities or obligations for private utility systems within it's right-of-way.
- I. An easement for existing sidewalk is reserved over a 15' x 9' wedge on Tract 998 as shown on Page 4. The City of Oak Harbor has access rights to maintain the sidewalk.

**COVENANTS, CONDITIONS RESERVATIONS & RESTRICTIONS:**

Filed under AF#4175743, AF#4175744, AF#4206521, AF#4278696, AF#4336004, & AF#4336006. Also: 5th Amendment to the Declaration of Covenants for Fairway Point PRD as recorded under AF# \_\_\_\_\_ for Fairway Point PRD, Phase 3, Division 2.

All common element areas and all undeveloped lots in this phase are subject to development rights set forth in the Declaration.

**DEDICATION**

Know all people by these presents that FP3, LLC, a State Corporation, owner in fee simple, or contract purchaser and mortgage holder of the land hereby platted, declares this plat and dedicates to the use of the public forever, the streets and avenues shown hereon, and the use thereof for all public purposes not inconsistent with the use thereof for public roadway purposes, together with the right to make all necessary slopes for cuts and fills upon the lots and blocks shown hereon in the original reasonable grading of all such Streets and Avenues shown hereon. This subdivision has been made with our free consent and in accordance with our desires.

In witness whereof we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

FP3, LLC PEOPLE'S BANK  
By: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
Manager FP3, LLC Title: \_\_\_\_\_

STATE OF WASHINGTON )  
 )SS  
COUNTY OF ISLAND )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed this instrument, on oath stating that he was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of FP3, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

In witness whereof I have set my hand and affixed by official seal the day and year above written.

Dated: \_\_\_\_\_  
Signature: \_\_\_\_\_  
(Printed Name) \_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON  
Residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 )SS  
COUNTY OF ISLAND )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed this instrument, on oath stating that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of Peoples Bank to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

In witness whereof I have set my hand and affixed by official seal the day and year above written.

Dated: \_\_\_\_\_  
Signature: \_\_\_\_\_  
(Printed Name) \_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON  
Residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

RECEIVED:

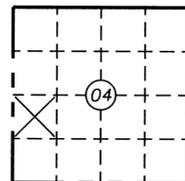
FEB 19 2015

CITY OF OAK HARBOR  
DEVELOPMENT SERVICES DEPARTMENT

**SURVEYOR'S CERTIFICATE**

I hereby certify that the plat of Fairway Point PRD, Phase 3, Division 2, is based upon a complete and actual survey and subdivision of Section 4, Township 32 N, Range 1 E; that the courses and distances are shown correctly thereon; that the monuments have been (or will be) set and the lot and block corners staked (or will be) correctly on the ground; and that I have fully complied with the provisions of the statutes and platting regulations.

Douglas R. Slager, Professional Land Surveyor Date 02/18/2015  
Certificate No. 28074



**AUDITOR'S CERTIFICATE**

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.  
AT \_\_\_\_\_ M., IN VOLUME \_\_\_\_\_ OF PLATS, PAGE \_\_\_\_\_, UNDER  
AUDITOR'S FILE NO. \_\_\_\_\_, RECORDS OF ISLAND COUNTY,  
AT THE REQUEST OF HARMSSEN & ASSOCIATES, INC.

\_\_\_\_\_  
COUNTY AUDITOR DEPUTY AUDITOR

**FAIRWAY POINT PRD**

PHASE 3, DIVISION 2

SCALE: 1" = N/A DRAWN BY: DRS FEB 18, 2015	 840 SE 8TH AVENUE, SUITE 102 OAK HARBOR, WA 98277 TEL: (360) 675-5973	SHEET 1 of 5 DWG: 13-202.C3D14
REVISED: F/B: LL JOB#: 13-202		S.T.R. INDEX 04 - 32N - 01E NW 1/4, SW 1/4

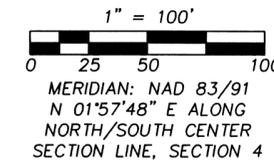
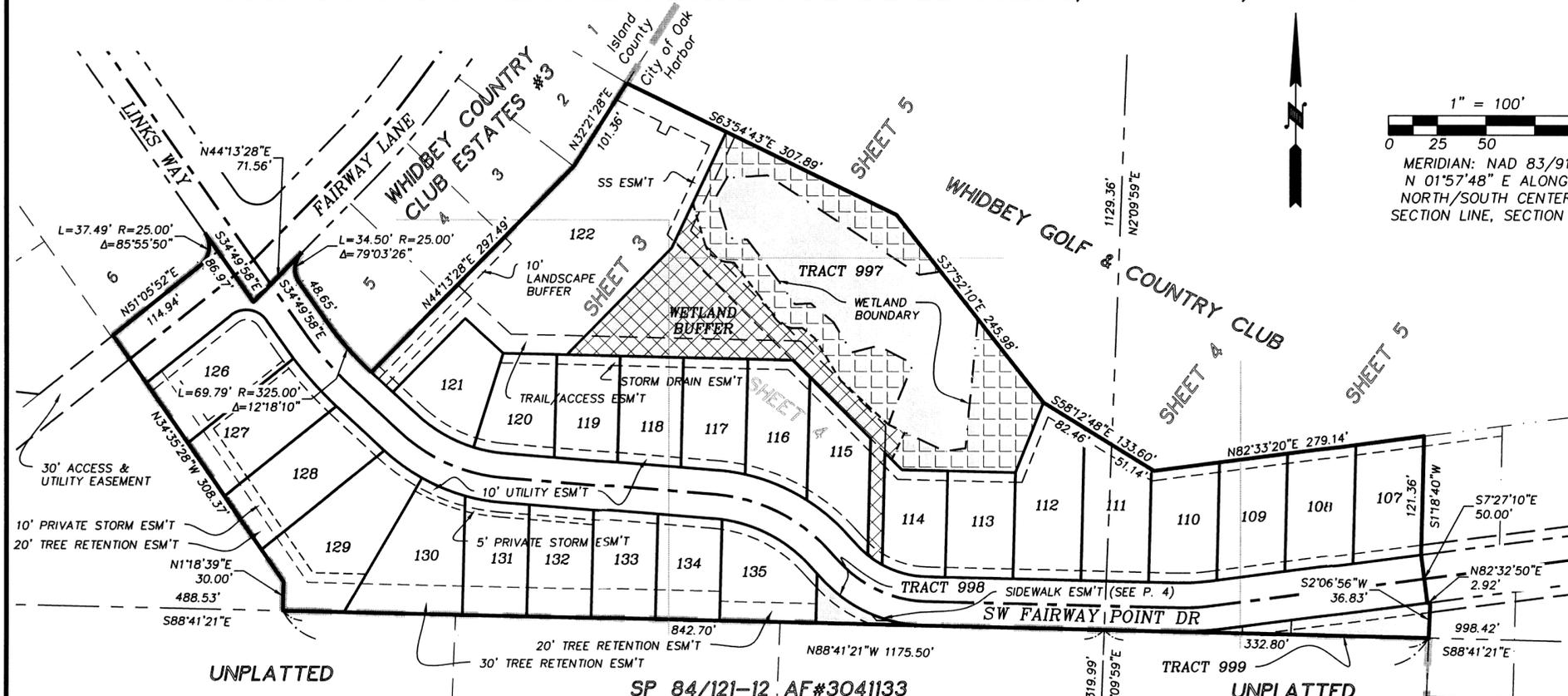
# FAIRWAY POINT PLANNED RESIDENTIAL DEVELOPMENT, PHASE 3, DIVISION 2

## SURVEY NOTES:

- Survey procedures & equipment:  
Equipment - Leica TC805I Total Station with retro-prisms calibrated against NGS baseline at Bayview Airport.  
Procedure: Field traverse and use of existing monumentation, all control traverse angles and distances double measured, meets or exceeds the standards contained in WAC 322-130-090.
- Distances are in feet and decimals thereof.
- All controlling monuments shown are of record, are locally accepted as representative of their purported positions, and were visited during the course of this survey unless otherwise noted.
- Reference surveys: Survey by R.D. Cray, AF#4195033; Plat of Whidbey Country Club Estates, Vol 12 of Plats, Pages 57-58, AF#326894 (399154); Fairway Point PRD, Phases 1 & 1a, AF#4175742; Fairway Point PRD, Phase 2, AF#4206519; Fairway Point PRD, Phase 3, Division 1, AF#4336003; Fairway Point PRD, Phase 4, AF#4278694; Record of Survey, Vol 13 of Surveys, Page 278, AF#4155183.

## WETLAND BUFFER:

The wetland buffer is all of Tract 997 except the wetland itself and that portion of open space between lots 114 and 115.



## PLAT NOTES:

- Zoning: R1-P.R.D.
- "Community Association" as used hereon refers to the Fairway Point Community Association.
- Access to stormwater facilities and sewer main manholes to remain unobstructed for inspection and maintenance of the system. Access roads are to be maintained for vehicular access. No alteration is allowed without the approval of the City of Oak Harbor.
- Certification, as contained herein, comprises the declaration of the surveyor's professional judgement. It does not constitute a warranty or a guarantee, expressed or implied; nor does it relieve any other party of his or her responsibility to abide by contract documents, applicable codes, standards, regulations, and ordinances.
- All lot corners and the points of curvature are marked on the ground with a rebar and a plastic cap marked "28074" unless noted otherwise.
- No permanent building, deck, or other structure shall be erected within the easements shown hereon.
- All lot owners shall have an undivided interest in all tracts and common areas within all phases of the "Fairway Point" P.R.D., as ultimately recorded.
- The storm water runoff is to be directed to the adjacent private regional drainage facilities, as shown on "Fairway Point" P.R.D., Phase 1, Divisions 1 & 1a, recorded under Auditor's File Number 4175742, after passing through the approved on-site water quality facilities.
- Tracts on this plat are subject to the purposes stated as follows, as well as for uses not found to be inconsistent with said purposes:  
Tract 997: reserved for tree retention, wetlands & buffer, open space, and for pedestrian ingress and egress, sanitary sewer pipeline, private stormwater conveyance pipeline, and access by the City of Oak Harbor to said sanitary sewer facilities for the purposes associated therewith and herein stated, as shown on plat.  
Tract 998 & 999: reserved for Open Space.  
Maintenance of said tracts and the costs associated therewith shall be the responsibility of Community Association per Notes 10 & 11 following.
- The Community Association shall be responsible for the maintenance and repair of any trails, walkways, irrigation systems, private lighting, landscaping, recreation facilities, and any other commonly owned private facility within the common tracts and easements for the benefit of the property owners, their families, and guests.
- If the Community Association disbands, the individual property owners will become responsible for the maintenance and best management practices for all commonly held tracts and easements.
- SW Fairway Point Drive, as shown hereon, is a public roadway, as is the roadway adjoining the northwesterly line of Lot 126. The public roadways shall be maintained by the City of Oak Harbor.
- All landscape areas in public right-of-way shall be maintained by the Community Association. Said areas may be reduced or eliminated if deemed detrimental to City road purposes. Should the Community Association disband, maintenance responsibilities will be the responsibility of the individual lot owners.
- Roof and lot stormwater collection & conveyance systems to be privately owned and maintained by the homeowner. The manifold/collector pipes will be the Community Association's responsibility, including the common curtain/trench drains that are not within dedicated right-of-way and the common drain through lots 107 to 120. The City of Oak Harbor will own and maintain only the stormwater system within the dedicated Right-of-Way, starting at the catch basins.
- Front yard setbacks are 20 feet. Side yard setbacks are 5 feet and rear yard setbacks are 10', except where easements extend into the lots farther than the setback distance, in which case the setbacks are coincident with the easement line.

## LEGEND

	PROPERTY LINE
	RIGHT-OF-WAY
	CENTERLINE OF R/W
	EXISTING EASEMENT
	SECTION LINE
	ADJOINING PROPERTY LINE
	PROPOSED EASEMENT
	MUNICIPAL BOUNDARY
	TREE RETENTION EASEMENT
	WETLAND
	OPEN SPACE AREA
	USEABLE OPEN SPACE AREA
	WETLAND BUFFER (NATURALLY VEGETATED AND PROTECTED HABITAT AREA)

## LEGAL DESCRIPTION:

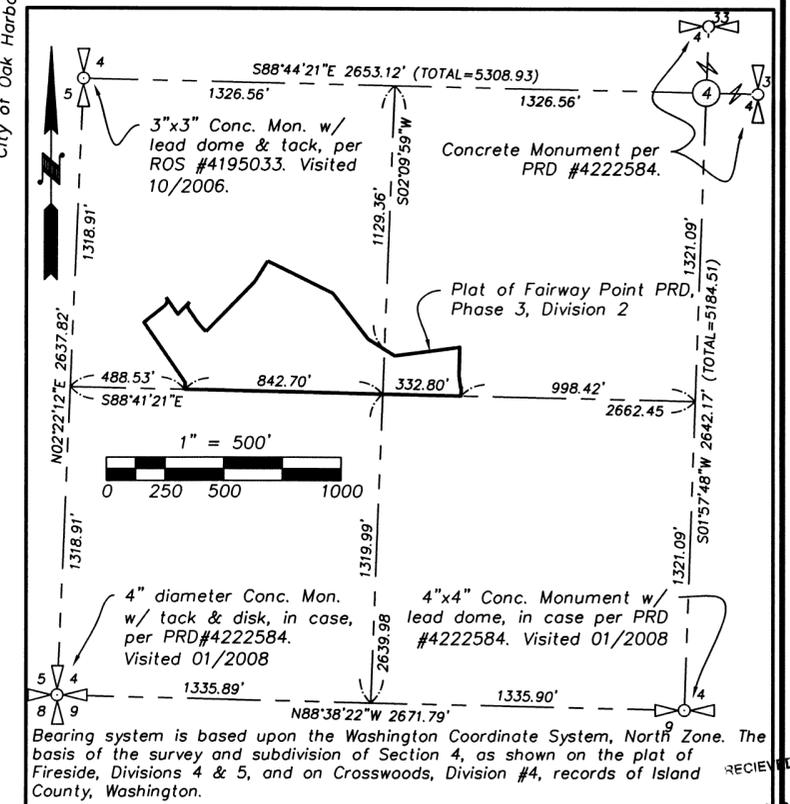
(Per Land Title Order No 108153-0, dated June 5, 2014)

Tract B, Fairway Point PRD, Phase 3, Division 1, as per plat recorded under Auditor's File Number 4336005, records of Island County, State of Washington.

Situate in County of Island, State of Washington.



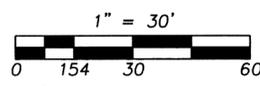
UNPUBLISHED WORK © 2014 BY HARMSSEN & ASSOCIATES INC



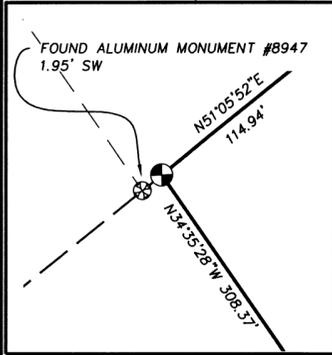
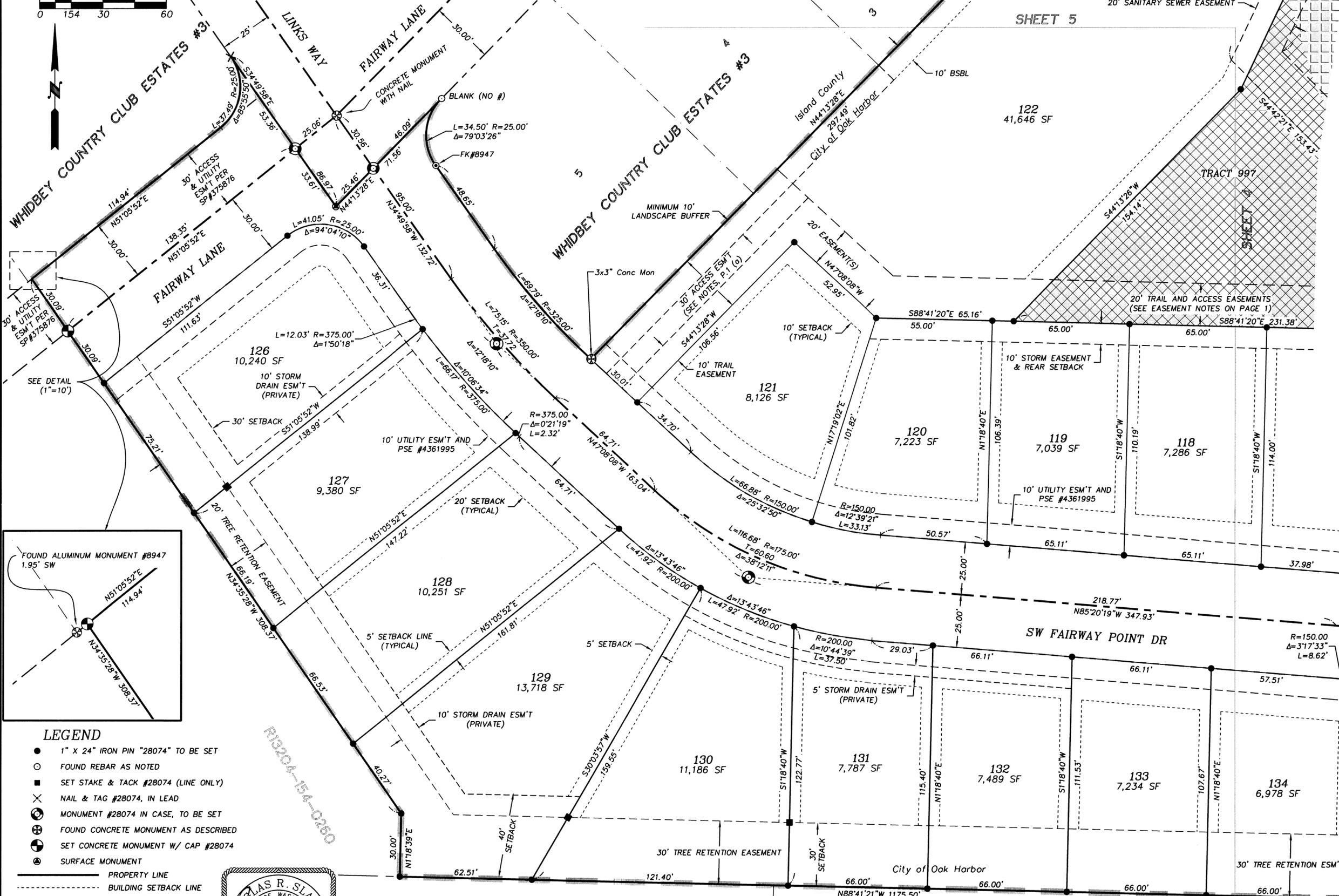
## FAIRWAY POINT PRD PHASE 3, DIVISION 2

SCALE: 1" = 50' DRAWN BY: DRS FEB 18, 2015	<b>HARMSSEN &amp; ASSOCIATES INC</b> 840 SE 8TH AVENUE, SUITE 102 OAK HARBOR, WA 98277 TEL: (360) 675-5973	SHEET 2 of 5 DWG: 13-202 C3D14
REVISED: F/B: LL JOB#: 13-202		S.T.R. INDEX 04 - 32N - 01E NW 1/4, SW 1/4

FAIRWAY POINT PLANNED RESIDENTIAL DEVELOPMENT, PHASE 3, DIVISION 2



SHEET 5



- LEGEND**
- 1" x 24" IRON PIN "28074" TO BE SET
  - FOUND REBAR AS NOTED
  - SET STAKE & TACK #28074 (LINE ONLY)
  - ✕ NAIL & TAG #28074, IN LEAD
  - ⊙ MONUMENT #28074 IN CASE, TO BE SET
  - ⊕ FOUND CONCRETE MONUMENT AS DESCRIBED
  - ⊖ SET CONCRETE MONUMENT W/ CAP #28074
  - ⊙ SURFACE MONUMENT
  - PROPERTY LINE
  - - - BUILDING SETBACK LINE
  - - - RIGHT-OF-WAY
  - - - CENTERLINE OF R/W
  - - - EXISTING EASEMENT
  - - - SECTION LINE
  - - - ADJOINING PROPERTY LINE
  - - - PROPOSED EASEMENT
  - - - TREE RETENTION
  - - - MUNICIPAL BOUNDARY



- OPEN SPACE AREA
- ▨ USEABLE OPEN SPACE AREA
- ▧ WETLAND BUFFER (NATURALLY VEGETATED AND PROTECTED HABITAT AREA)

R13204-128-0350

R13204-126-1220

UNPLATTED

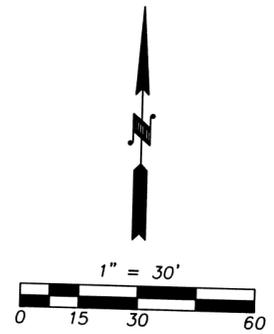
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PHASE 3, DIVISION 2		FEB 9 2015
SCALE: 1" = 50'	<b>HARMSSEN &amp; ASSOCIATES INC</b>	SHEET 3 of 5 CITY OF OAK HARBOR DEVELOPMENT SERVICES DEPARTMENT
DRAWN BY: DRS FEB 18, 2015		
REVISED: F/B: LL	840 SE 8TH AVENUE, SUITE 102 OAK HARBOR, WA 98277 TEL: (360) 675-5973	S.T.R. INDEX 04 - 32N - 01E NW 1/4, SW 1/4
UNPUBLISHED WORK © 2014 BY HARMSSEN & ASSOCIATES INC		JOB#: 13-202

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# FAIRWAY POINT PLANNED RESIDENTIAL DEVELOPMENT, PHASE 3, DIVISION 2

SHEET 5

- LEGEND**
- 1" X 24" IRON PIN "28074" TO BE SET
  - FOUND REBAR AS NOTED
  - ⊗ MONUMENT #28074 IN CASE, TO BE SET
  - ⊕ FOUND CONCRETE MONUMENT AS DESCRIBED
  - ⊗ "X" IN SEWER MANHOLE LID

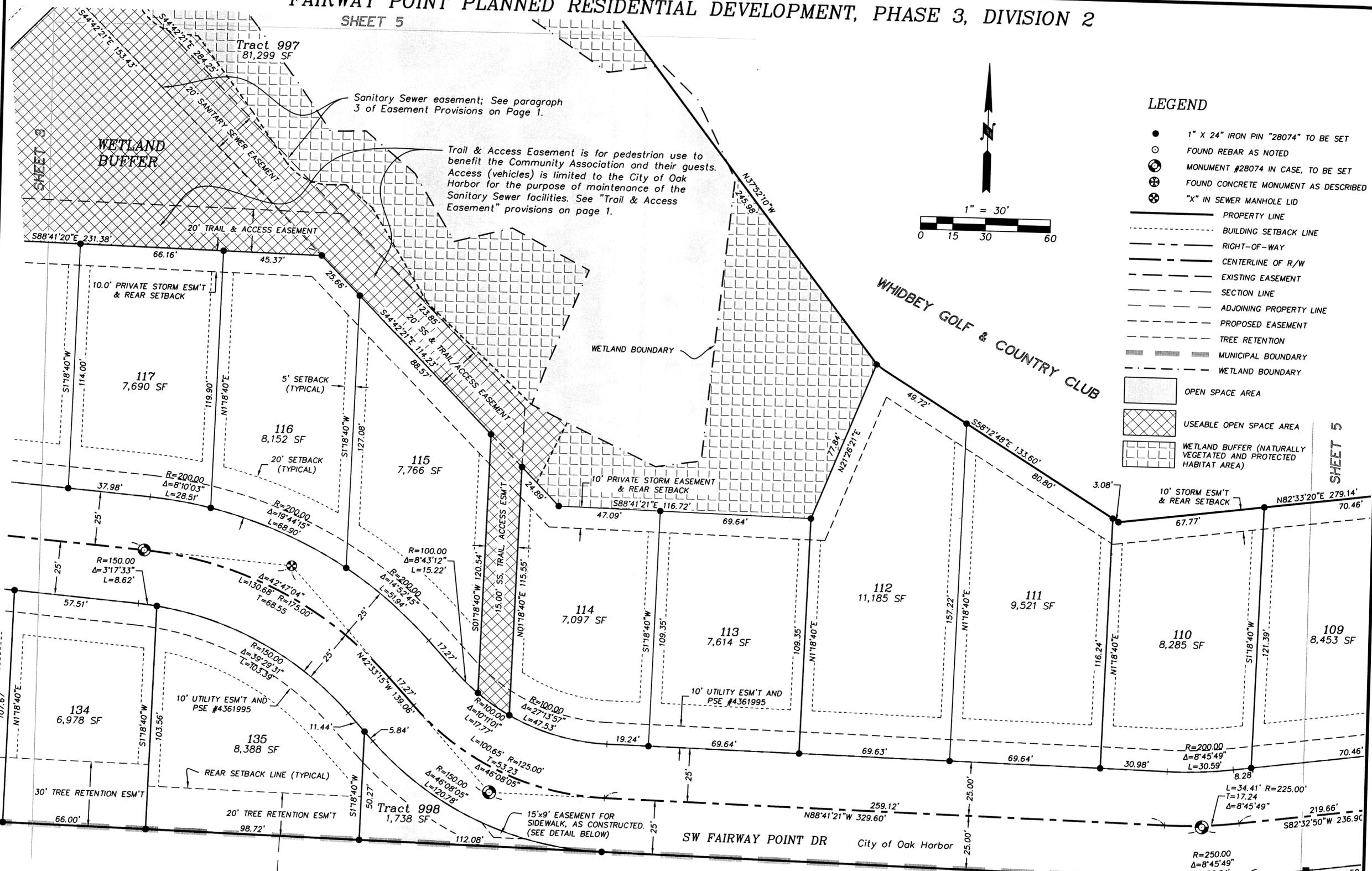


- PROPERTY LINE
- - - BUILDING SETBACK LINE
- - - RIGHT-OF-WAY
- - - CENTERLINE OF R/W
- - - EXISTING EASEMENT
- - - SECTION LINE
- - - ADJOINING PROPERTY LINE
- - - PROPOSED EASEMENT
- - - TREE RETENTION
- - - MUNICIPAL BOUNDARY
- - - WETLAND BOUNDARY

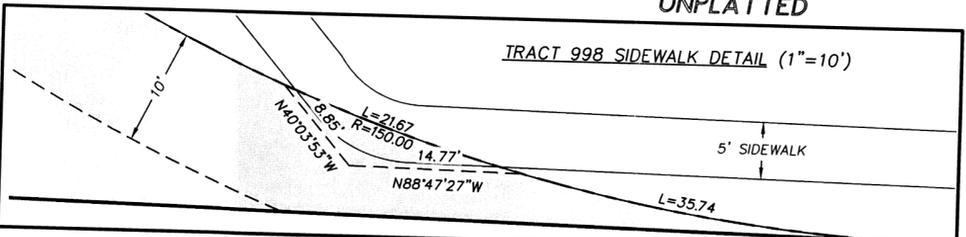
OPEN SPACE AREA

USEABLE OPEN SPACE AREA

WETLAND BUFFER (NATURALLY VEGETATED AND PROTECTED HABITAT AREA)



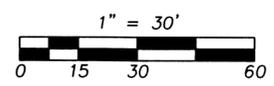
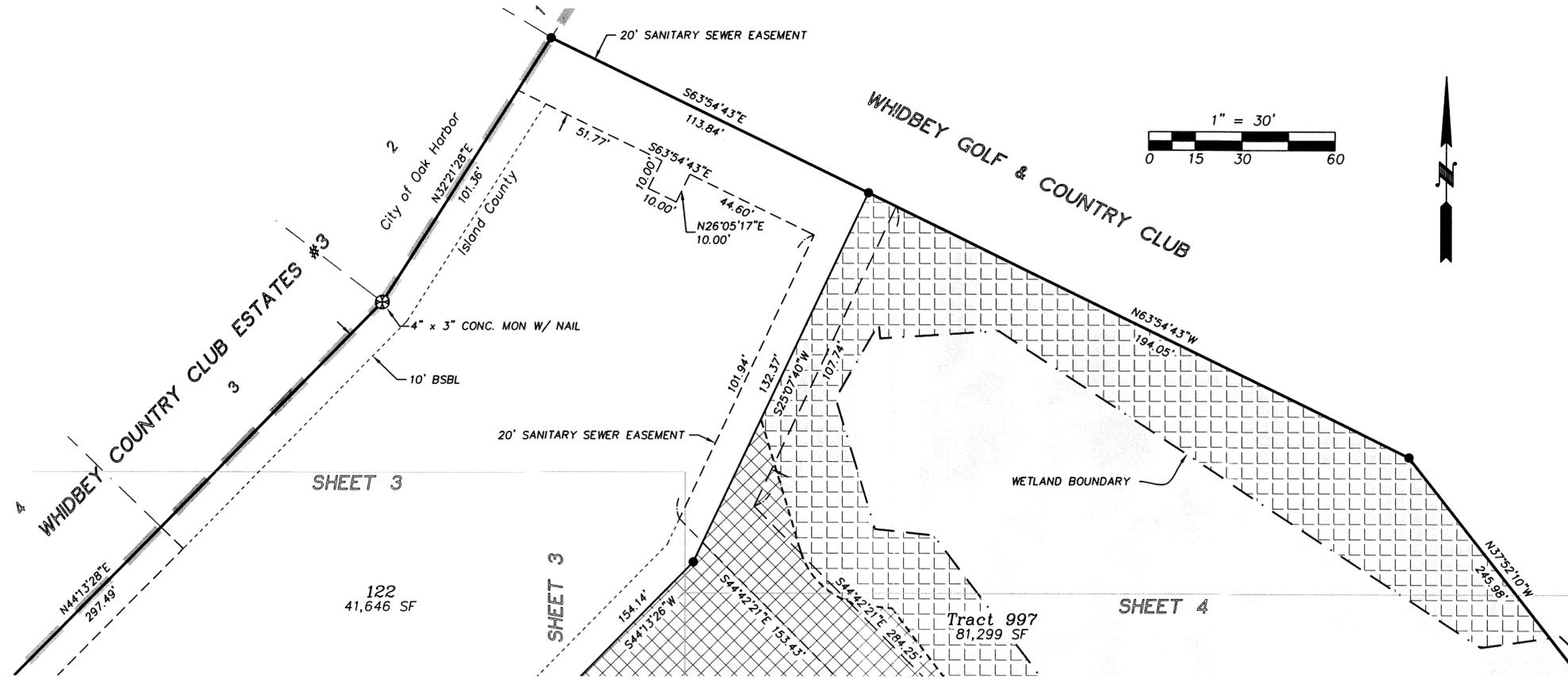
**WETLAND BUFFER:**  
The wetland buffer is all of Tract 997 except the wetland itself and that portion of open space between lots 114 and 115.



<b>FAIRWAY POINT PRD</b>		RECEIVED
PHASE 3, DIVISION 2		FEB 19 2015
CITY OF OAK HARBOR DEVELOPMENT SERVICES DEPARTMENT		SHEET 4 of 5
<b>HARMSEN &amp; ASSOCIATES INC</b>		DWG: 13-202 C3D14
840 SE 8TH AVENUE, SUITE 102 OAK HARBOR, WA 98277 TEL: (360) 675-5973		S.T.R. INDEX 04 - 32N - 01E NW 1/4, SW 1/4
SCALE: 1" = 50' DRAWN BY: DRS FEB 18, 2015	REVISED: F/B: LL JOB#: 13-202	

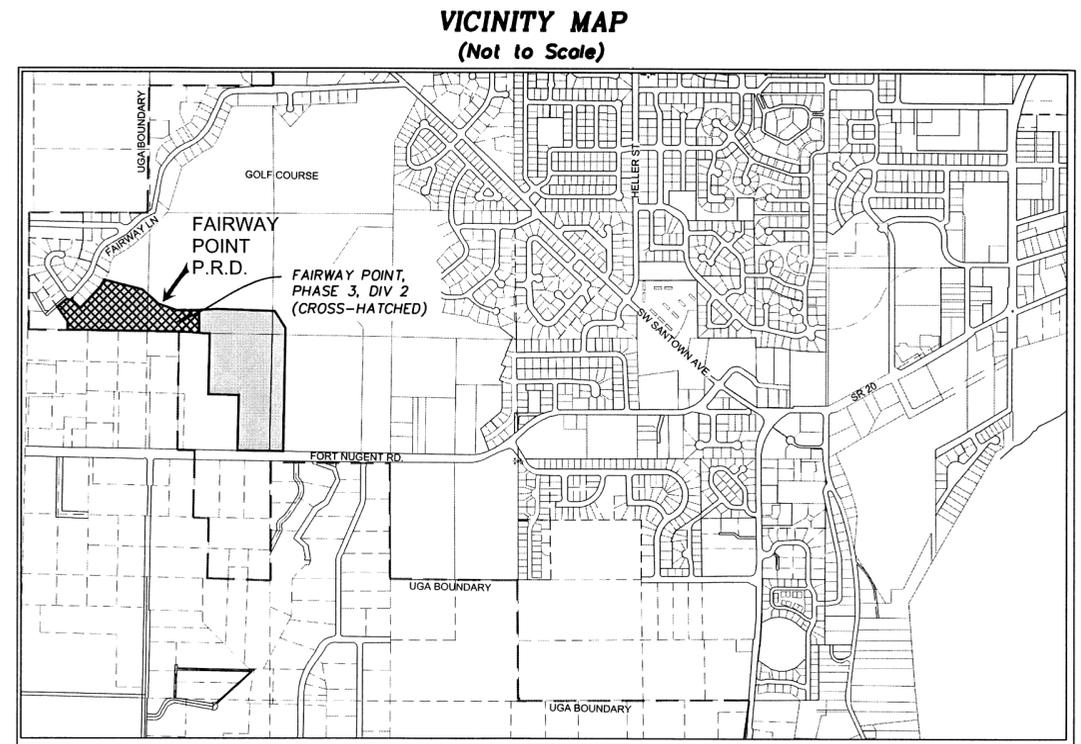
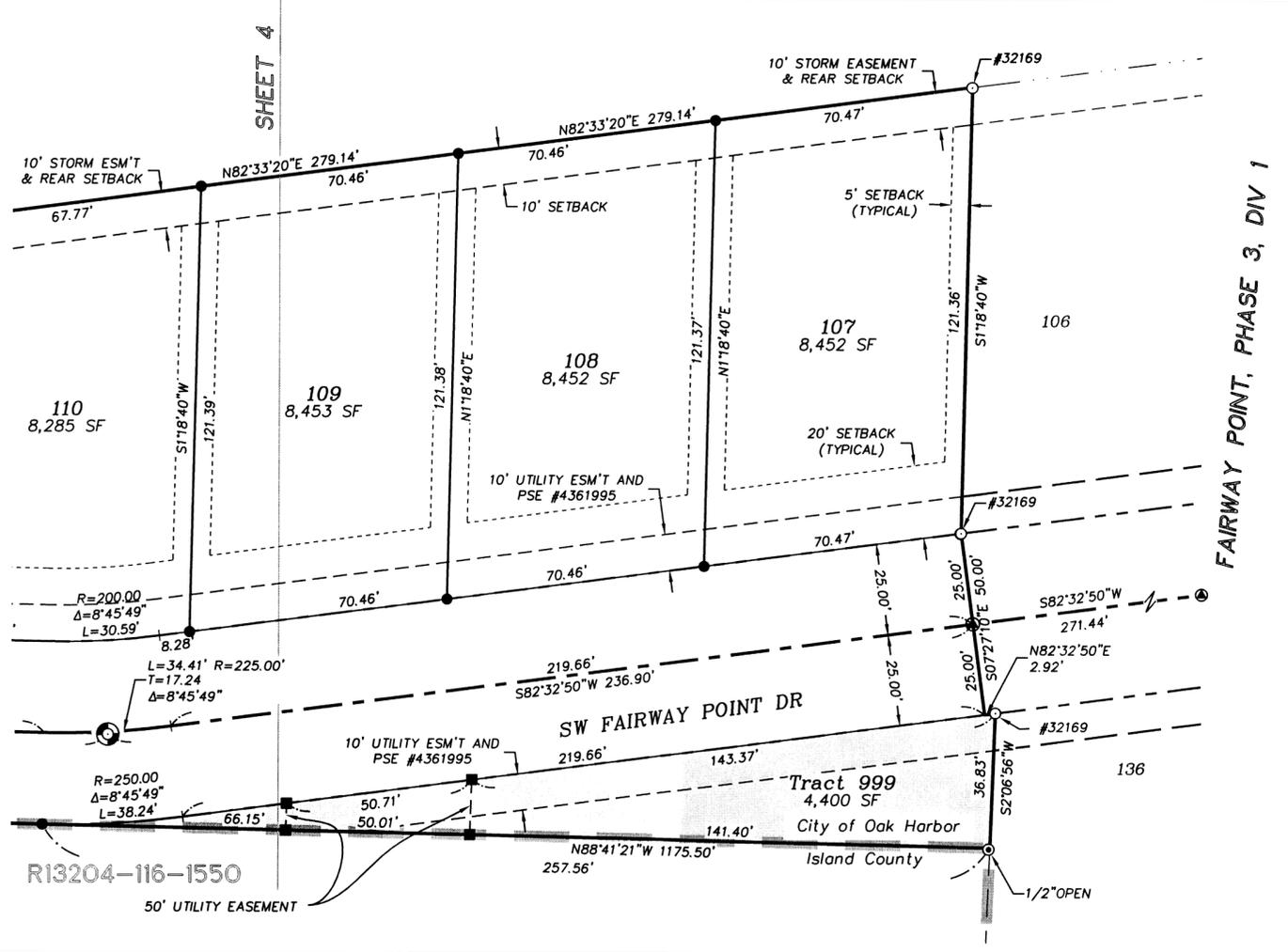
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# FAIRWAY POINT PLANNED RESIDENTIAL DEVELOPMENT, PHASE 3, DIVISION 2



### LEGEND

- 1" x 24" IRON PIN "28074" TO BE SET
- FOUND REBAR AS NOTED
- SET STAKE & TACK #28074 (LINE ONLY)
- ⊙ MONUMENT #28074 IN CASE, TO BE SET
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<b>FAIRWAY POINT PRD</b>		RECEIVED
PHASE 3, DIVISION 2		FEB 19 2015
SCALE: 1" = 50'	<b>HARMSEN &amp; ASSOCIATES INC</b>	SHEET 5 of 5 CITY OF OAK HARBOR DWG: 13-208-0014
DRAWN BY: DRS FEB 18, 2015		
REVISED: F/B: LL JOB#: 13-202	840 SE 8TH AVENUE, SUITE 102 OAK HARBOR, WA 98277 TEL: (360) 675-5973	S.T.R. INDEX 04 - 32N - 01E NW 1/4, SW 1/4

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RESOLUTION NO. 15-01

A RESOLUTION APPROVING THE FINAL PLAT OF FAIRWAY POINT PRD, PHASE 3 DIVISION 2

WHEREAS, the Planning Commission on September 28, 2004, held a public hearing after said hearing was published on September 11, 2004 in the Whidbey News Times on the Planned Residential Development plan and the Preliminary Plat for Fairway Point; and

WHEREAS, the City Council adopted the Findings of Fact, Conclusions of Law and Record of Decision of the Planning Commission by reference (subject to certain conditions) and approved the Preliminary Plat of Fairway Point on October 19, 2004; and

WHEREAS, the Final Plant of Fairway Point PRD, Phase 3 Division 2, the last phase of Fairway Point Subdivision conforms to all terms of the preliminary plat and meets the requirements of OHMC 21.40 Final Plat; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OAK HARBOR, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

The Final Plat of Fairway Point PRD, Phase 3 Division 2 consisting of 26 single-family residential lots, a copy of said plat which is hereto attached and by reference made a part hereof, is hereby approved.

PASSED by the City Council this 3<sup>rd</sup> day of March, 2015.

CITY OF OAK HARBOR

\_\_\_\_\_  
Scott Dudley, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**City of Oak Harbor  
City Council Agenda Bill**

Bill No. 9.a  
Date: March 3, 2015  
Subject: 2015 Comprehensive Plan  
Amendment Docket

**FROM: Steve Powers, Development Services Director**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

- ⊙ Scott Dudley, Mayor
- ⊙ Larry Cort, City Administrator
- ⊙ Doug Merriman, Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

**RECOMMENDED ACTION**

1. Conduct the public hearing.
2. Approve Resolution No. 15-03

**BACKGROUND / SUMMARY INFORMATION**

The Comprehensive Plan Amendment Process begins every year in October with a notice to the newspaper soliciting applications for amendments. The applications normally received through this process are requests from property owners to change their current land use designation.

During the public solicitation process, staff and the Planning Commission also compile amendments to consider for the upcoming year based on trending issues or State mandates. All the amendments are then compiled and advertised to the public. This year the draft preliminary docket was advertised in the Whidbey News Times on December 20, 2014. This is intended to give the public an opportunity to comment on the amendments.

The Planning Commission is required to hold a public hearing to consider the preliminary docket in January and forward it to the City Council with a recommendation. The City Council is required to conduct a public hearing on the preliminary docket by March 31<sup>st</sup>. The City Council may approve the docket as presented or modify the docket.

**DISCUSSION**

In accordance with OHMC 18.50.050 (3), three types of amendments may be placed on a docket; Sponsored, Mandated, and Discretionary. Most of the items tracking on the current preliminary docket are “mandated” items with the exception of one sponsored item. The amendments proposed for 2015 are listed below:

- 2016 Major Update to the Comprehensive Plan – Mandated.

Although strides have been made in many areas of the 2016 Update such as on the topics of Countywide Planning Policies, buildable lands analysis and population demographics, there is still a significant amount of work yet to be completed (e.g. land use policies, housing policies and transportation plan update). The tentative schedule has the majority of the remaining work being completed in 2015 with final adoption by June 30, 2016.

- Capital Improvements Plan annual update - *Mandated*
- Facility Plan for the Wastewater Treatment Plant (WWTP) – *Mandated*

The facility plan must be adopted as part of the Sewer Comprehensive Plan and the Comprehensive Plan.

- Land Use Map amendment – *Sponsored Amendment*

Change map designation from Low Density Residential to Medium Density Residential for 3 lots on SW 3<sup>rd</sup> Avenue (R132034884830, R132034884940, and R132034885060).

OHMC 18.15.070 establishes the criteria to review the Comprehensive Plan Amendment Docket. Attachment 1 provides the applicability of the criteria to the proposed preliminary docket items.

The items on the proposed preliminary docket meet the established criteria in OHMC 18.15.070. Except for the sponsored amendment, the items on this year's preliminary docket are mandated by the State or by local plans. The Planning Commission held a hearing and discussed the preliminary docket at their January 27, 2015 meeting. There were no public comments received on the proposed docket. At the conclusion of the public hearing the Planning Commission unanimously recommended the City Council approve the proposed docket as presented.

### **LEGAL AUTHORITY**

RCW 36.70a.130(2)(a) specifically states that revisions to comprehensive plans should be considered no more frequently than once every year (some exceptions apply). Therefore, Oak Harbor has adopted a review process that allows Comprehensive Plan amendments to be considered annually. The process is codified under OHMC 18.15.

### **FISCAL IMPACT**

Fund Required: N/A

### **PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

The Planning Commission held a hearing and discussed the preliminary docket at their January 27, 2015 meeting. There were no public comments received on the proposed docket. At the conclusion of the public hearing the Planning Commission unanimously recommended the City Council approve the proposed docket as presented.

**ATTACHMENTS**

1. [Criteria Table](#)
2. [Resolution No. 15-03: 2015 Comprehensive Plan Amendment Docket](#)

<b>Criteria provided in OHMC 18.15.070 (2)</b>	<b>2016 Update</b>	<b>CIP</b>	<b>Facility Plan for the WWTP</b>	<b>Land Use Changes (3 lots on SW 3<sup>rd</sup> Ave)</b>
(a) The proposed amendments are consistent with Growth Management Act (GMA) and the Countywide Planning Policies (CPP).	✓Yes Mandated (RCW 36.70A.130)	✓Yes Mandated (RCW RCW 90.58.080)	✓Yes A WWTP was identified for replacement in the Sewer Comprehensive Plan by 2017. The treatment plant is an essential public facility for the City	Considering the land use prior to zoning changes is consistent with GMA and CPP
(b) The proposal does not appear to contradict other elements, goals and policies within the Comprehensive Plan.	None identified	None identified	None identified	None identified at this time
(c) The proposal will implement or further existing goals and policies in the Comprehensive Plan.	✓Yes Updates will keep the Comprehensive Plan in compliance with GMA	✓Yes Updates will keep the Comprehensive Plan in compliance with GMA	✓Yes The adoption of the Facility Plan supports existing goals and policies	Consideration of this land use change will be done within the context of existing goals and policies
(d) The proposal would correct an inconsistency within or make a clarification to a provision of the Comprehensive Plan.	NA	NA	NA	NA
(e) The proposed amendments have been clearly defined to determine a fairly accurate scope of work.	✓Yes – the scope of the updates was determined in 2013.	✓Yes	✓Yes	✓Yes
(f) The proposed amendments respond to an expressed desire by the community.	NA	NA	The Sewer Comprehensive Plan has identified the need for a new treatment facility by 2017	This is a sponsored amendment and is requested by a property owner with a desire to develop property at a slightly higher density than the current designation.
(g) The public interest would be best served by considering the proposal in the current year.	✓Yes	✓Yes	✓Yes	✓Yes

RESOLUTION NO. 15-03

A RESOLUTION ADOPTING THE 2015 COMPREHENSIVE PLAN AMENDMENT DOCKET

WHEREAS, the City of Oak Harbor first adopted a Comprehensive Plan consistent with the requirements of the Washington State Growth Management Act (Chapter 36.70A RCW) in 1995 by Ordinance 1027, and adopted amendments to the plan in 1997 by Ordinance 1100, in 1998 by Ordinance 1161, in 2000 by Ordinance 1215, in 2001 by Ordinance 1287, in 2003 by Ordinance 1340, in 2004 by Ordinance 1396, in 2005 by Ordinance 1439, in 2007 by Ordinance 1488, in 2008 by Ordinance 1542, in 2009 by Ordinance 1564, in 2010 by Ordinance 1594, in 2012 by Ordinance 1647, and in 2014 by Ordinance 1708; and

WHEREAS, THE CITY OF OAK HARBOR, in the public interest, may adopt amendments or revisions to the Comprehensive Plan no more frequently than once per year in accordance with the State of Washington Growth Management Act RCW 36.70A.130(2); and

WHEREAS, the City of Oak Harbor in accordance with RCW 36.70A.130 has adopted Ordinance 1565 that established a schedule and process to review and amend the Comprehensive Plan; and

WHEREAS, the proposals in the preliminary docket, as presented below, were reviewed against the criteria established in OHMC 18.15.070(2) and determined to be generally consistent; and

WHEREAS, the Planning Commission conducted a public hearing on the preliminary docket on January 27, 2015 and recommended approval; and

WHEREAS, the City Council conducted a public hearing on the docket on March 3, 2015; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Oak Harbor that the docket contained herein shall be established as the 2015 Comprehensive Plan Docket:

**2015 Comprehensive Plan Amendment Docket**

<b>Proposed Amendment</b>	<b>Type of Amendment</b>	<b>Priority as per OHMC 18.15.050</b>
2016 Comprehensive Plan Update	Mandated RCW 36.70A.130	Priority A
Capital Improvements Plan	Mandated RCW 36.70A.130	Priority A
Facility Plan for the Wastewater Treatment Plant	Mandated	Priority A
Future Land Use Map – 3 lots on SW 3 <sup>rd</sup> Ave	Sponsored	Priority B

PASSED by the City Council and approved by its Mayor this 3<sup>rd</sup> day of March, 2015.

THE CITY OF OAK HARBOR

---

Scott Dudley  
Mayor

Attest:

---

City Clerk

Approved as to form:

---

City Attorney

**City of Oak Harbor  
City Council Agenda Bill**

Bill No. 11.a  
Date: March 3, 2015  
Subject: Economic Development  
Coordinator - Action to  
Approve Position Description

**FROM: Larry E Cort, City Administrator**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

- ⊙ Scott Dudley, Mayor
- ⊙ Larry Cort, City Administrator
- ⊙ Doug Merriman, Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

**RECOMMENDED ACTION**

Action to approve the Position Description for a full-time Economic Development Coordinator for City of Oak Harbor.

**BACKGROUND / SUMMARY INFORMATION**

Beginning in late 2012, the City initiated a half-time Economic Development Coordinator position under the supervision of the City Administrator. This half-time position was carved out of an existing Senior Planner level position within Development Services. Much was accomplished during this two year period, including building fresh relationships between City staff and local and regional business communities, crafting stronger outreach to business recruitment specialists and local job retention, and strengthening broad-based economic revitalization in Oak Harbor.

Starting this year, this economic development position is proposed to expand to full time. Attached is a draft Position Description (see attached) containing a broad spectrum of potential economic development duties, many crafted from successful communities within Washington. While this list of potential duties is fairly broad, there are arguably a number of projects already identified in the City which could provide some immediate priorities for the new Economic Development Coordinator. Attached are several possible examples:

- a. While the Downtown Main Street program will be driven largely by an active merchant community, there will be plenty of opportunities for the City to partner in activities that would benefit the Main Street program. Such programs have enjoyed tremendous benefit in communities over the nation.
- b. Build stronger economic development opportunities using existing programs and activities already being used by City officials and departments. The coordinator position could be instrumental in building an enhanced role connecting multiple entities in new ways.

- c. About ten years ago, the City’s Comprehensive Plan incorporated several commercial enhancement opportunities in Oak Harbor, such as the northern Midway Boulevard overlay zone and the southern Goldie Street corridor. Placing these creative options back on the front burner, led by the Economic Development Coordinator, could help bring new options to older commercial districts.
- d. Perform research and analyses on potential grant applications for economic development projects, including those of potential public and private benefit.
- e. Develop a public outreach program that builds positive relationships with the Chamber of Commerce, Oak Harbor School District, NAS Whidbey Island, Economic Development Committee, Island Transit and other entities that promote local, regional and national incentives for Oak Harbor.
- f. Assume an important collaborative role in helping to develop the downtown waterfront design plan encompassing the Wastewater Treatment Plant and other projects that might eventually be built in and around the new plant.
- g. Assume formative economic role in the “Feet on the Street” concept developed in late 2014 by a group of Oak Harbor citizens and approved for implementation in 2015 and 2016. Focus will be on signage enhancement and creative approaches to downtown development options in the Bayshore Way areas.

Consistent with the previous effort to manage the Economic Development Coordinator, the new full-time staff member will be managed by the City Administrator’s office. The recent move from the Legal Department to downstairs at City Hall will leave an opportunity to establish the new position in the office formally occupied by the City Attorney.

The Economic Development Coordinator position is proposed to be funded at the Senior Planner level.

**LEGAL AUTHORITY**

None.

**FISCAL IMPACT**

Position approved for funding during the 2015-16 budget process.

**PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

Council Workshop discussion on February 25, 2015.

**ATTACHMENTS**

- 1. [Economic Development Coordinator Draft Position Description](#)

**CITY OF OAK HARBOR  
JOB DESCRIPTION**

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**Job Title:** *Economic Development Coordinator*  
**Department:** *Administration*  
**Reports to:** *City Administrator*  
**Status:** *Exempt /Non-union*

**Job Summary:**

Under the direction of the City Administrator, plan, organize and complete economic development projects that focus on retaining and recruiting new businesses to the City. Perform lead duties and provide work direction on projects as assigned. Perform complex projects independently, make presentations before the City Council, community organizations and others regarding assigned projects. Support the economic development function by performing limited scope projects independently, initiating business recruitment and retention efforts in person or on the telephone, perform research and support duties for other economic development staff and maintains records, prepare data and respond to customer inquiries regarding assigned projects. The Economic Development Coordinator reports to the City Administrator.

**Essential Job Functions:**

1. Serve as City resource for commercial and development issues and City liaison to City businesses, commercial enterprises and related groups; identify opportunities for outreach to and to establish and improve relationships with business focused community groups; work and independently act as a team-player in all interactions with other city staff.
2. Assist the City Administrator and management team in planning, organizing, coordinating, and evaluating economic development activities within the City; coordinate and encourage the development of strategies that maintain and enhance the short and long-term financial health of the City.
3. Develop and implement a business recruitment and retention campaign and marketing strategy and business assistance programs for existing and prospective businesses; serve as a “broker” in recruiting and assisting business interested in locating in the City to identify suitable properties for their enterprises.
4. Coordinate and facilitate public/private partnerships for development projects; work with developers, property owners, and potential new businesses to identify opportunities for new development and redevelopment; develop liaisons between the City and various business-related organizations and agencies; coordinate communication, projects and activities with various City departments and personnel, special interest groups and the general public; provide information and technical assistance to staff, citizens, community and neighborhood groups in the development of improvement programs and projects.
5. Coordinate program activities; evaluate program progress and results; develop, prepare and coordinate special projects as assigned; manage procurement process and work of consultants hired to assist the City in economic development efforts.
6. Communicate with, respond to and resolve complaints, conflicts, concerns and questions, and provide recommended solutions to citizens, contractors, customers, developers, property owners, business owners and public and private agencies concerning City services, policies and procedures, activities and programs.
7. Provide technical expertise and respond to complex questions; act as facilitator between the development community and City staff; communicate with department directors, City officials and others regarding policy issues and matters of mutual concern.
8. Research and compile information concerning program needs and resources; analyze and prioritize potential economic development projects/opportunities; provide financial impact analyses of potential projects and partnerships that involve or require City participation.
9. Review proposed ordinances and codes that relate to economic development. Recommend changes that would encourage or facilitate economic development in desired areas.
10. Provide financial analysis for projects that require City participation. Prepare specifications and develop Requests for Proposal (RFP’s) for public/private projects. Analyze responses and make recommendations on proposals.
11. Research, strategize and submit grant applications for potential funding sources for economic development projects. Investigate the use of LID’s, bonds or other financing instruments that might facilitate redevelopment of business districts. Monitor grant performance and expenditure of funds.
12. Explore existing State and local laws to determine what development tools that currently exist that could help the City in its development efforts.

13. Prepare and present oral and visual reports to public and private agencies, City Council, hearing bodies, community groups and other organizations to explain City policies and community impacts, to respond to questions and comments and to present technical information and policy options for consideration.
14. Assist with the media and preparation of news releases; coordinate department contacts as necessary.
15. Research, analyze and report on economic and market trends; develop and prepare program proposals, staff reports, proclamations, ordinances, position papers; analyses; publications; visual aids; displays; newsletters; activity and progress reports.
16. Establish and maintain effective and cooperative working relationships and teamwork with the executive team, department heads, supervisors, employees, public officials, business representatives and the public using good judgment, tact and courtesy.
17. Train and provide work direction to assigned project personnel.

**Associated Job Functions:**

1. Attend various workshops, continuing education meetings, seminars and conferences.
2. Perform other duties and responsibilities as assigned.

**Performance Requirements (Knowledge, Skills and Abilities):**

- Knowledge of Principles and practices of economic development.
- Ability to gain a working knowledge of City processes, procedures, codes and regulations, City organization, operations and objectives.
- Knowledge of financial feasibility, pro forma analysis, current economic trends and economic forecasting.
- Skills in project management, consensus building, and business recruitment and techniques.
- Knowledge of marketing and promotion techniques and skills.
- Knowledge of financing instruments and strategies for financing development projects.
- Ability to read, interpret, apply and explain rules, regulations, codes, policies and procedures.
- Assist with complex economic development issues and resource allocations issues
- Analyze complex issues and impacts and provide clear and concise recommendations and alternative solutions.
- Ability to plan, prioritize, schedule and organize work, develop schedules, timelines, work programs and cost estimates and meet schedules and timelines.
- Ability to compile and prepare reports, RFP's, pro forma financial analysis and other documents etc.
- Ability to facilitate the development process.
- Ability to research methods and report analysis.
- Ability to communicate effectively both orally and in writing with public speaking techniques and customer service skills. Thorough knowledge of English, spelling, grammar, vocabulary and punctuation.
- Ability to negotiate and seek creative solutions using good interpersonal skills.
- Ability to analyze situations accurately and recommend an effective course of action or present alternative solutions.
- Ability to implement economic development strategy for the city.
- Ability to use personal computer with associated software and presentation/graphics software, dictation equipment, planimeter, audiovisual equipment and other office equipment.
- Ability to work independently, problem solve, manage projects and be a flexible and proactive self starter.

**Working Environment and Physical Demands:**

Work is performed primarily in an office environment with some travel to other City buildings by foot or by car, and occasional fieldwork and site visits that may be performed in all types of weather conditions. Attendance at evening meetings several times a month is also necessary. Work requires normal hearing and visual acuity, eye/hand coordination and manipulation skills to operate a personal computer, telephone and other equipment, as well as the ability to sit for extended periods of time and access all areas of the facility including stairs, sufficient mobility to drive a vehicle and to visit development sites, and walking on all types of terrain.

**Experience and Training Requirements:**

- Bachelor's degree in Economics, Business Administration, Public Administration, Planning, Marketing or related field *and*
- Three years professional experience in planning, economic development, community development, property management, construction or project management, public relations or similar field.
- Must have demonstrated competency with personal computer and word processing, spreadsheet, data base and presentation/graphics software.

- Valid Washington State driver's license or otherwise establish the ability to perform the job in an equally efficient manner without driving.
- Must pass background and drivers record checks.

*A combination of education, training and experience that provides the required knowledge, skills and abilities to perform the essential job functions will be considered.*

Established: HR 11/12

FLSA: Exempt

Revised:

Salary: --

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The statements contained herein reflect general details as necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned including work in other functional areas to cover absences or relief, to equalize peak work periods, or otherwise to balance the workload.

**City of Oak Harbor  
City Council Agenda Bill**

Bill No. 11.b  
Date: March 3, 2015  
Subject: Approve Contract with  
Ameresco for Lighting Upgrade  
Project

**FROM: Cathy Rosen, Public Works Director**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

- ⊙ Scott Dudley, Mayor
- ⊙ Larry Cort, City Administrator
- ⊙ Doug Merriman, Finance Director
- ⊙ Nikki Esparza, City Attorney, as to form

**RECOMMENDED ACTION**

A motion to:

- 1) Authorize the Mayor to sign the Energy Service Proposal (Professional Services Contract) with Ameresco for lighting upgrades, and
- 2) Authorize the Mayor to sign the acceptance of the Department of Commerce Grant in the amount of \$210,000.

**BACKGROUND / SUMMARY INFORMATION**

City staff has been working with Ameresco, Inc., an energy consultant, on the State contract under Department of Energy Services (DES) on a proposal to implement energy efficiency measures for the City. The proposal includes changing City owned street lights to LED technology and implementing lighting conservation measures at the following locations:

- City Hall
- Fire Station
- Marina
- Publics Works
- Parks
- Police Department
- Senior Center

The City will be required to upgrade the lighting at many of these facilities because the current lighting uses T-12 32 watt lights which are being phased out and will not be available in the future. Ameresco has completed an analysis of the expected energy savings from the lighting upgrades and estimated the simple payback period for each facility. Payback periods range from 3.21 years at the Police Department to

15.77 years in Parks. A summary of the simple payback for each facility is included in the attached energy services proposal.

## **LEGAL AUTHORITY**

### **FISCAL IMPACT**

The total estimated cost of this project, including design and implementation of the improvements and one year of post installation and verification of the energy savings by Ameresco and project management by the Washington State Department of Energy Services, is \$847,705.

Working with Ameresco, the City applied for and was awarded a grant from the Washington Department of Commerce in the amount of \$210,000. These grant funds must be expended by June 30, 2015. In addition, the City is eligible to apply for energy savings incentive funds from Puget Sound Energy. Based on the proposed lighting upgrades, the estimated incentive from Puget Sound Energy is \$124,061.

Based on this information, the maximum amount of City funding for the project is \$513,644. The financing for the next project costs will be obtained through the City's participation in the State of Washington's Local Option Capital Asset Lending (LOCAL) program.

The LOCAL program is an expanded version of the successful state agency lease/purchase program. The program was originally created by the Legislature in 1989 ([RCW 39.94](#)) to provide the lowest cost financing for state agency purchases by pooling funding needs into larger offerings of securities. The Legislature passed legislation in 1998 to provide local governments access to the program. Local government agencies of all types can finance equipment or real estate needs through the State Treasurer's office subject to existing debt limitations and financial considerations. The major benefits of LOCAL are (1) simplicity and (2) low cost financing. Participants will benefit from the current program rating of Moody's Aa2, low fees and expenses, and access to the public bond markets.

The State issues LOCAL bonds in March and August of each year. Accordingly, interim funding for the net project costs of the Ameresco project will be provided through an interfund loan, with each respective department paying for its prorated sharing of the debt service cost. Once the City receives its prorated share of the August 2015 LOCAL bond issue from the State, the net proceeds will be used to retire, in full, the interfund loan.

### **PREVIOUS COUNCIL / BOARD / CITIZEN INPUT**

The Department of Energy Services (DES) funding authorization was approved by City Council in December 2013.

### **ATTACHMENTS**

1. [Department of Commerce Grant Working Papers Survey](#)
2. [Ameresco Tables B, C & D](#)
3. [Ameresco Energy Services Proposal](#)



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## 2013 – 2015 Energy Efficiency and Solar Grants for Higher Education, Local Governments and State Agencies

### Program Guidelines

September 2014

#### REVISED PROGRAM GUIDELINES

Commerce has revised the 2013 - 2015 Energy Efficiency and Solar Grant Program to place more emphasis on cost effective energy efficiency and solar projects.

Here are the key program changes:

- All projects must have a simple payback of **50 years or less**. If your project exceeds this payback period, it will not be considered cost effective and will be eliminated from the competition. Commerce defines simple payback as the total project costs divided by the energy savings.
- Commerce's grant funds must be used predominately for deeper energy efficiency or solar measures. Our program is about saving energy and not about repairing buildings or paying for basic operations and maintenance or weatherization measures. We understand that in some instances the building must be repaired before an energy efficiency measure maybe installed. Building repairs and operation and maintenance and/or weatherization measures must represent a small fraction of the total project cost. When you are applying for an energy efficiency and solar grant for the same building only installing weatherization and/or operations and maintenance measures is not acceptable.
- Projects that simply replace like for like equipment will no longer be considered. Applicants must provide system and equipment efficiency improvements that exceed current minimum standards. Demonstrate these efficiency improvements by selecting equipment from recognized efficiency programs. For example, when replacing a heat pump, specify equipment that exceeds the minimum federal standards by specifying an Energy Star Heat pump. When replacing T-12 lighting, use the CEE High-Performance T-8 Specification rather than conventional T-8 ballast and lamps.
- All solar applications regardless if they are for a solar only grant or a solar grant and an energy efficiency grant must involve building(s) that meet the program's minimum energy efficiency threshold, as defined by an EPA's ENERGY STAR Portfolio Manager® score of 80 or greater. The ENERGY STAR score must be submitted with the application.



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- Energy efficiency grants will be segregated into two categories: facilities and street lighting-only. Each category will be scored separately with awards provided to the best candidates in each category. Facility projects are identified as projects that are focused on improving energy efficiency in buildings primarily or may include a combination of facility measures and street lighting in the same proposal. Street lighting-only projects are identified as projects that are served by utility street lighting tariff and/or light the public right of way. Outdoor lighting served by a facility utility meter is not street lighting.
- Grant applications for facilities must share their Energy Star Portfolio Manager Account with a Commerce Efficiency Grants master account. If the grant is awarded, the Energy Star Portfolio Manager account must be maintained through the evaluation period.

Commerce will use be using the following new average energy rates in determining the project's simple payback:

- Electricity \$0.079/kWh
- Gas \$0.85/therm
- Fuel Oil \$3.18/gal
- Propane \$1.80/gal

All of these average Washington rates come from the most recent EIA commercial rates. Commerce is using these average rates to make cost-benefit analysis uniform across all proposals.

- Applications for this round must be submitted online through *ZoomGrants*. Commerce is now using *ZoomGrants* to manage its online application process. *ZoomGrants* registration and the grant application itself will be accessible through a link on the Commerce 2013-2015 Energy Efficiency and Solar grant website that will be available soon:  
<http://www.commerce.wa.gov/Programs/services/CapitalFacilities/Pages/EnergyEfficiencyGrants.aspx>

## Background and Purpose

Engrossed Substitute Senate Bill 5035, Chapter 19 Section 1075

(<http://apps.leg.wa.gov/documents/billdocs/2013-14/Pdf/Bills/Session%20Laws/Senate/5035-S.SL.pdf>) as passed by the Second Session, 2013 Legislature includes an appropriation of \$25 million to the Washington State Department of Commerce (Commerce) for energy efficiency and solar cost saving grants. The appropriation requires at least \$5,000,000 to be set aside for projects that involve the purchase and installation of Washington-manufactured solar energy systems, including solar modules and inverters. The legislation also directs Commerce to award at least 10 percent of each competitive grant round to small cities or towns with a population of fewer than five thousand residents.

Commerce's 2013 - 2015 Energy Efficiency and Solar Grant program focuses first on energy efficiency. Energy efficiency is the most cost effective energy resource available. The program then focuses on solar energy. Solar, a renewable energy resource helps create jobs and economic growth in the clean energy field and helps Washington meet its greenhouse gas reduction goals.



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Energy efficiency and solar grants will be awarded through a competitive process and may be used solely for energy and operational cost savings improvements. Related projects that are necessary to implement energy efficiency improvements may also be considered for funding. The immediate goal of the program is to stimulate Washington's economy by creating jobs. The long-term goal is to reduce energy costs at the state's public education facilities, local agencies and state agencies.

Grants will be awarded for projects using Energy Savings Performance Contracting (ESPC) or equivalent <http://www.des.wa.gov/services/facilities/Energy/ESPC/Pages/default.aspx>. In order to be considered, applicants must demonstrate they have the expertise to manage their own projects and must follow the ESPC guidelines.

## Eligibility

Public higher education institutions, local agencies and state agencies are eligible to apply.

Commerce defines local agencies as: any city and any town, county, special district, municipal corporation, agency, port district or authority, or political subdivision of any type, or any other entity or authority of local government in corporate form or otherwise. Commerce will be using the list of small cities or towns produced by the Office of Financial Management (OFM) Please reference the official *April 1, 2014 Population Determination*, scheduled to be released June 30, 2014 through the following website: <http://www.ofm.wa.gov/pop/april1/info.asp>

State agencies may not submit applications for leased facilities. Local agencies and higher educational facilities may submit applications for leased facilities as long as there is a minimum 10 year lease from the time of the final Commerce grant payment.

Commerce's program is **not** open to:

- K-12 public schools
- New construction projects
- Combined heat and power (co-generation) projects

The Office of the Superintendent of Public Instruction (OSPI) received a separate appropriation for K-12 schools. Please click here for more information:

<http://www.k12.wa.us/SchFacilities/Programs/EnergyImprovement/default.aspx>

## Applications and Grant Amounts

Commerce's 2013 - 2015 Energy Efficiency and Solar Grant program through *ZoomGrants* will include applications for both energy efficiency and solar grants.

Applicants applying for Commerce's program may receive:

- An energy efficiency grant
  - An energy efficiency grant for street lighting-only (this is considered an energy efficiency grant)
- A solar grant
- Both an energy efficiency and a solar grant



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## Eligible applicants may apply for:

- An energy efficiency grant for facilities or a combined facility and street lighting grant
- A street lighting-only grant
- A solar-only grant if the application is for a building that meets Commerce's minimum energy efficiency threshold, as defined by an EPA's ENERGY STAR Portfolio Manager® score of 80 or greater.
- An energy efficiency grant and a solar grant at the same time

All solar grants, regardless if they are a solar only grant or a solar grant and an energy efficiency grant, must involve building(s) that meet the program's minimum energy efficiency threshold, as defined by an EPA's ENERGY STAR Portfolio Manager® score of 80 or greater (see solar grant requirements for more details)

The maximum energy efficiency grant amount any entity can receive (combination of applications if more than one) is \$500,000.

The minimum solar grant amount (regardless if it is a solar photovoltaic (PV) or a non-PV system - solar thermal, solar driven engine, etc.) is based on the project providing a minimum of 20,000 kilowatt hour (kWh) or equivalent Btu/year of generation or savings. For small cities and towns (with populations of 5,000 or less) the minimum solar grant amount is based on the project providing a minimum of 10,000 kWh or equivalent Btu/year of generation or savings.

All solar projects have a maximum grant amount of \$1 million. However, Commerce reserves the right to modify grant request amounts based on application demand levels. Scoring for solar grants will consider the Washington manufactured components. The solar energy savings or production score will be adjusted by the Washington manufactured content ratios included in WAC 458-20-273 (14). <http://apps.leg.wa.gov/wac/default.aspx?cite=458-20-273>. Projects with more Washington made components will receive a higher score.

NOTE: An applicant can receive the maximum grant amount for one project or the maximum amount could be split between multiple projects. Commerce reserves the right to modify grant request amounts based on application demand levels. Additionally, final awards may take into account fair and equitable geographical distribution and the applicant's access to other sources of funds necessary to complete the project.

## **Funding Availability and Timing**

2015 Grants will be awarded in one round. Applications are due by September 18, 2014 by 5:00 p.m. Applications must be submitted through *ZoomGrants*. *ZoomGrants* may be accessed through a link on the Commerce 2013 - 2015 Energy Efficiency and Solar Grants website: <http://www.commerce.wa.gov/Programs/services/CapitalFacilities/Pages/EnergyEfficiencyGrants.aspx>. The link will be available soon.

If an applicant received an award in Round One of the 2013 - 2015 competition, they may submit another application in the 2015 Grant round *only* if they have not yet received the cumulative maximum grant award of \$500,000 for energy efficiency or \$1 million for solar.



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We encourage applicants to aggregate energy measures and submit them as a single project whenever possible. Qualified applicants may also submit more than one grant application per round – provided the applications are for different energy measures. However, Commerce will not consider applications that seek funding for more than one project in the same building in the same round.

Commerce will have \$8,229,366 available for grants in this round. \$822,936 will be set aside for small cities and towns. There will be at least \$2,101,903 available for solar grants and up to \$5,304,527 for energy efficiency grants.

## Project Start Date

Projects that enter into a contract for construction on or after July 1, 2013, are eligible to apply for a grant.

## Grant Scoring Criteria

Both energy efficiency and solar grants will be awarded through a competitive process. Commerce will score higher education, local government, small cities and towns, and state agency applications within their own category. Facility projects are identified as projects that are focused on improving energy efficiency in buildings primarily or may include a combination of facility measures and street lighting in the same proposal. For example, all state agencies will be scored collectively against each other. State agencies will not be scored against any other eligible entity (i.e. local governments, higher education, small cities and towns).

Energy efficiency grants will be segregated into two categories: facilities and street lighting-only. Each category will be scored separately with awards provided to the best candidates in each category. Street lighting-only projects are identified as projects that are served by utility street lighting tariff and/or light the public right of way. Outdoor lighting served by a facility utility meter is not street lighting.

Energy efficiency and solar projects will be scored separately, even if the project includes both energy efficiency and solar.

All energy efficiency and solar projects will be scored on (in order of priority and weighted per ESSB 5035, Sec. 1075):

- Leverage ratio (the higher the ratio of non-state funds to state funds, the higher the score);
- Energy savings (the higher the energy savings, the higher the score).

## Leverage

Commerce has the following program GOALS:

- The Commerce grant is to constitute 25 percent or less of the total project cost (leverage ratio of 3:1)
- Applicants are encouraged to provide funding equivalent to at least seven years worth of energy savings or more



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Commerce scores applications based on the amount of *non-state funds* an applicant contributes to a project (the higher the ratio of non-state funds to state funds, the higher the score).

The following source of funds *cannot be used as leverage* for any applicant:

- Any funds that originated as an appropriation from the Legislature are considered state funds. (These funds cannot be used to supplant other funds obtained through the private sector – e.g. payoff loans).

Higher Education may use the following funds as leverage:

- Lease/Purchase program through the Office of the State Treasurer <http://www.tre.wa.gov/government/leasePurchaseProgram.shtml>
- Utility incentives
- Student fees
- Private donations
- Private lenders
- Federal funds
- Non-state appropriated funds

Local Governments may use the following funds as leverage:

- Local Option Capital Asset Lending (LOCAL) program through the Office of the State Treasurer <http://www.tre.wa.gov/LOCAL/index.shtml>
- Private lenders
- Utility incentives
- Local and federal funds
- Non-state appropriated funds

State agencies may use the following funds as leverage:

- Lease/Purchase program through the Office of the State Treasurer <http://www.tre.wa.gov/government/leasePurchaseProgram.shtml>
- Utility incentives
- Federal funds
- Private donations
- Non-state appropriated funds

In addition, in-house labor (employee time, benefits and overhead) cannot be used as leverage. All leveraged funds must be capital.

## Energy Efficiency Savings

The program seeks to promote larger projects with deep energy efficiency savings and paybacks of seven years or more. Commerce will not fund projects with simple paybacks in excess of 50 years.

Energy savings are based on current operating conditions as compared to the proposed operating conditions. Commerce does not allow modified baselines. Commerce will use the following new average energy rates in determining the project's simple payback:



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- Electricity \$0.079/kWh
- Gas \$0.85/therm
- Fuel Oil \$3.18/gal
- Propane \$1.80/gal

All of these average Washington rates come from the most recent EIA commercial rates. Commerce is using these average rates to make cost-benefit analysis uniform across all proposals.

## Energy Star Portfolio Manager for Facilities Grants

All energy efficiency facilities grant applications are required to document the baseline energy use of the facility using Energy Star Portfolio Manager. Funded projects (except for street lighting-only projects) will be required to continue to provide data using Energy Star Portfolio Manager through the evaluation period.

1. Create a Portfolio Manager Baseline
  - For projects that include a single facility with independent metering, create a Portfolio Manager account for the facility.
    - <http://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/use-portfolio-manager/get-started-benchmarking>
  - For projects that include multiple facilities or for projects served by a campus metering, create a Portfolio Manager account using the campus option.
    - [http://www.energystar.gov/buildings/sites/default/uploads/tools/HowtoBenchmarkCampus\\_021114\\_508.pdf](http://www.energystar.gov/buildings/sites/default/uploads/tools/HowtoBenchmarkCampus_021114_508.pdf)
2. Set Portfolio Manager Target Outcomes
  - Portfolio Manager allows the user to set targets for the facility or campus. Set the target to indicate the outcome expected from the grant project.
  - After you have created the account and input one year of energy data, open the "Planning" tab. "Set Performance Baseline & Target". Under the drop down "I want to" choose "add/edit baseline or target"
3. Share the Portfolio Manager Account with Commerce
  - Follow the Energy Star sharing instructions
  - Create a Contact with the user name: *ComGrants*
  - Share the account data using the "Read Only" option
  - Instructions: [http://www.energystar.gov/buildings/sites/default/uploads/tools/PortfolioManager\\_ShareData.pdf?21a9-73c7](http://www.energystar.gov/buildings/sites/default/uploads/tools/PortfolioManager_ShareData.pdf?21a9-73c7)
4. Also include a printed copy of the EPA ENERGY STAR Portfolio Manager® progress and goals report.

## Document and Share Energy Star Results

Follow the Energy Star instructions provided in the "Energy Star Portfolio Manager for Facilities Grants" noted above.



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## Specific Solar Grant Requirements

Commerce's solar grants are open to new solar systems and to the expansion of existing systems.

Commerce's solar grants **cannot** be used for:

- Replacing existing solar systems
- Community solar projects (as defined by WAC 458.20.273)
- Leased equipment
- Solar power purchase agreement projects
- One or two solar panels, no demonstration projects
- Solar electric car charging stations

Commerce's solar grants are available for made in Washington Solar PV electric generation systems and solar thermal water heating systems.

- PV solar electric generation technologies (roof-mounted, ground-mounted and building-integrated PV)
- Solar thermal energy displacing systems (solar water heaters, solar space heating, and solar cooling systems) and non-PV solar electric (sterling engine)
- Non-PV electric generating systems (dish sterling, solar troughs, dish and lens, and concentrating solar systems of up to 1MW).

All applicants applying for Commerce's solar grants regardless if it is a solar only grant or a solar and energy efficiency grant must submit documentation to demonstrate that the building(s) are energy efficient and do not need energy conservation work. Please use EPA's ENERGY STAR Portfolio Manager® first and then if your building type doesn't fit into one of the 18 categories, use the second documentation method listed below:

- Use EPA ENERGY STAR Portfolio Manager® to create an ENERGY STAR score. The ENERGY STAR score must be 80 or higher <http://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/use-portfolio-manager/identify-your-property-type/> this method is limited to a set of 18 building descriptions.
- If your building type does not receive an ENERGY STAR score using Portfolio Manager®, use ENERGY STAR Target Finder. When entering data, enter the buildings actual energy use in the "estimated energy use" cells. Submit the "statement of energy use intent" report with your grant submission. To be eligible for a solar only grant, the building site EUI must be 30 percent lower than the median building site EUI included in this report. Target Finder supports 80 different building types <https://portfoliomanager.energystar.gov/pm/targetFinder?execution=e10s1>

## PV Systems

- All PV systems must have a mandatory minimum of 20,000 kWh/year of generation. The exception to this is applications from small cities and towns. Small cities and towns (with populations of 5,000 or less) must have a minimum 10,000 kWh/year of generation.



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- Be on the Department of Revenue list of Washington Manufacturers equipment approved for “Made in Washington” renewable energy systems cost recovery incentive payments (WAC 458.20.273, <http://apps.leg.wa.gov/wac/default.aspx?cite=458-20-273> and <http://dor.wa.gov/docs/pubs/industspecific/manufacturinglist.pdf>)

## Solar Thermal Systems

- All solar water heaters must have a mandatory minimum of 20,000 kWh or equivalent Btu/year of savings. The exception to this is applications from small cities and towns. Small cities and towns (with populations of 5,000 or less) must have a minimum 10,000 kWh or equivalent Btu/year of savings.
- Meet the Department of Revenue’s definition of “Manufactured in Washington” (WAC 458.20.273 (15), <http://apps.leg.wa.gov/wac/default.aspx?cite=458-20-273> <http://dor.wa.gov/docs/pubs/industspecific/manufacturinglist.pdf> and meet the definition of when assembly constitutes manufacturing (WAC 458.20.136 (7) <http://apps.leg.wa.gov/wac/default.aspx?cite=458-20-136>)

## PV, Non-PV Electrical Generating Systems and Solar Thermal Systems

Applicants applying for both PV and solar hot water systems must meet all the requirements listed above.

## **Performance Requirements**

All grant awards are contingent on applicants reaching binding agreements with their contractors to achieve or exceed projected energy savings, and to meet or beat the proposed budget and project start date in the application. If the applicant and its contractors cannot execute binding agreements that meet or beat these key metrics for scoring applications, then the initial grant allocation will be rescinded and the applicant will be encouraged to resubmit the application in a future round. Commerce will not reimburse project costs under this grant program unless the project meets or exceeds the energy and cost performance stated in the application.

## **Energy Efficiency Application Submission Requirements**

All energy efficiency applicants must submit:

- An on-line application through *ZoomGrants*
- An investment grade audit (IGA) or a final Energy Service Proposal. ASHRAE Level 111 IGA is the standard
- A letter from the applicant’s utility(s) stating the approximate rebate/incentive level
- Energy Star Documentation and Sharing or Street lighting audit forms. The building(s) current EPA ENERGY STAR Portfolio Manager® score and/or energy use intensity (EUI) (except for street lighting-only projects) - please provide printout from the website
- A measurement and verification (M&V) plan
- For agencies working with the Department of Enterprise Service (DES), please submit a copy of your Interagency Agreement with DES



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- If your agency *is not* using a DES project consultant, then a copy of the Request for Proposal (RFP) or Request for Qualifications (RFQ) that was used to select your ESCO or energy consultant is required
- Governor's Executive Order 05-05 review is required if your project has the potential to affect a building (or buildings) that are over 50-years old and/or proposes ground altering activities. Please provide the Department of Archaeology and Historic Preservation (DAHP), and local area tribes, the opportunity to review and comment prior to submitting your application
- A letter from the Department of Archaeology and Historic Preservation stating that the project complies with Executive Order 05-05 requirements, or proof that consultation on your application is on-going  
<http://www.dahp.wa.gov/governors-executive-order-05-05>

## Documentation Supporting Going beyond Code for Energy Efficiency Projects

In this round of competition, applicants must provide system and equipment efficiency improvements that exceed current minimum standards. Demonstrate these efficiency improvements by selecting equipment from recognized efficiency programs. For example, when replacing a heat pump, specify equipment that exceeds the minimum federal standards by specifying an Energy Star Heat pump. When replacing T12 lighting, use the CEE High-Performance T8 Specification rather than conventional T-8 ballast and lamps. In your application highlight program specifications including:

- Utility Programs
- Energy Star equipment or lighting standards
- Consortium for Energy Efficiency (CEE) equipment or lighting standards

## Documentation Supporting Street Lighting-Only Projects

All street lighting-only project submission should include an audit supporting the project. This includes the baseline inventory of lamps and the details of the project upgrade. Utility rebate forms for custom lighting projects will typically provide the appropriate level of documentation. Documentation should include:

- Baseline lighting condition (fixture type, wattage and quantity)
- Installed efficient lighting condition (fixture type, wattage and quantity)
- Hours of operation and any reduction in hours in operation from controls

Applications for street lighting-only projects shall also include a copy of the utility tariffs applicable to the project baseline and the completed project.

## **Solar Application Submission Requirements**

All solar applicants must submit:

- An on-line application through *ZoomGrants*
- An investment grade audit (IGA) or a final Energy Service Proposal. ASHRAE Level 111 IGA is the standard
- Proof of compliance with Made in Washington WACs or Manufactured in WA WAC



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- A M&V plan
- A site plan
- A shade analysis (from Solar PathFinder or Solmetric SunEye)
- Expected annual generation (kWh)
- A list of equipment and where they are made (modules, inverter(s), and racking for PV)
- For agencies working with the Department of Enterprise Service (DES), please submit a copy of your Interagency Agreement with DES
- If your agency *is not* using a DES project consultant, then a copy of the Request for Proposal (RFP) or Request for Qualifications (RFQ) that was used to select your ESCO or energy consultant is required
- Governor's Executive Order 05-05 review is required if your project has the potential to affect a building (or buildings) that are over 50-years old and/or proposes ground altering activities. Please provide the Department of Archaeology and Historic Preservation, and local area tribes, the opportunity to review and comment prior to submitting your application
- A letter from the Department of Archaeology and Historic Preservation (DAHP) stating that the project complies with Executive Order 05-05 requirements, or proof that consultation on your application is on-going  
<http://www.dahp.wa.gov/governors-executive-order-05-05>

If you are applying for a solar grant you must also submit documentation from EPA's ENERGY STAR Portfolio Manager® that the building(s) has an ENERGY STAR Portfolio Manager® score of 80 or greater or if your building type does not receive an ENERGY STAR score using Portfolio Manager®, use ENERGY STAR Target Finder and submit the "statement of energy use intent" report with your grant submission. Follow the Energy Star Documentation and Sharing instructions.

## **Answers to Commonly Asked Program Questions**

**If there are other state funds in the project, does the applicant identify them even though they don't count as leverage funds?**

**Answer:** Yes, Commerce wants all project funds identified.

**What if an applicant doesn't want to use the Department of Enterprise Services (DES) program and use a self-performing alternative non-Energy Service Company (non-ESCO)?**

**Answer:** An applicant does not have to use the DES program. However, the applicant must follow DES guidelines for Energy Savings Performance Contracting.

RCW 39.35C details Energy Savings Performance Contracting:

<http://www.des.wa.gov/services/facilities/Energy/ESPC/Pages/default.aspx>

Applicants may also work with solar installer companies, as long as the solar installer companies follow both the DES guidelines listed above and all of Commerce's program guidelines.



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## **Does the applicant have to follow public works statutes?**

**Answer:** Yes, all projects must comply with public works statutes (RCW 39.80 and 39.04 cover ordinary public works contracting).

## **Is competitive bidding required for hiring an Energy Service Company (ESCO) or a non-ESCO?**

**Answer:** If you are hiring an ESCO from the DES list, then you do not have to go through a competitive process (DES has already done this work in compiling their ESCO list). If you are hiring a non-ESCO or hiring your own ESCO and following the ordinary public works contracting process, then yes, you do have to select through a competitive process.

## **Can the grant be used to pay for in-house labor and if it cannot, can the in-house labor be used as leverage?**

**Answer:** Commerce's funds *cannot* be used to pay for in-house labor. All leverage funds must be capital and not employee time, benefits and overhead.

## **Can both a loan's principal and interest be included as non-state funds for match?**

**Answer:** No, only the principal can be used.

## **If a project is beginning construction before the September 18, 2014 application deadline, can the applicant still apply for a grant to cover project costs? The construction contract was signed after July 1, 2013.**

**Answer:** Yes, the applicant can apply for a Round Two grant. The grant funds can be used to pay for costs incurred after July 1, 2013, as long as those costs are included in the awarded project's final scope of work. Capital costs incurred between January 1, 2013 and June 30, 2013 for the project will not be reimbursed, but can count as leverage. Capital costs must have been for either energy efficiency projects (i.e. lighting, controls) or projects that had to be done before an energy efficiency measure could be installed (i.e. a new roof before installing insulation). Costs associated with tenant improvements such as new walls, carpeting, floors, electric upgrades for IT equipment cannot be used for leverage.

## **Can Grantees include their administrative costs on the project?**

**Answer:** No. Administrative costs for Grantees are not covered by these grants.

## **What Contractor costs are eligible?**

**Answer:** 2013 - 2015 Energy Efficiency and Solar Grant funds may be used for:

- Design, architectural, engineering, and energy consulting/auditing work
- Construction labor and materials
- Hazardous material removal and disposal, if related to installing the energy measures
- Capitalized equipment
- Construction management (from external sources only)

## **Are projects required to do Measurement and Verification of Energy Savings (M&V)?**

**Answer:** Yes, all projects are required to do M&V once the project has been completed and the Notice of the Commencement of Energy Savings has been issued. The length



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of the M&V depends if the project uses Energy Savings Performance Contracting and is done by an ESCO or not.

If a project is done by an ESCO, the recommended minimum length of M&V is three years. Projects that do not follow Energy Savings Performance Contracting and do not use an ESCO, the M&V period is 10 years, or until the energy and operational cost savings pay for the project, whichever is shorter.

More detailed M&V requirements are in the Commerce contract.

## **Are projects required to annually submit EPA ENERGY STAR Portfolio Manager scores?**

**Answer:** Yes, projects are required to annually submit EPA ENERGY STAR Portfolio Manager scores (except street lighting-only projects) for at least the same length of time as their M&V period.

## **Street Light Requirements**

### **Are street lights that are not owned by the local government (but maintained by the local government) eligible for Commerce's grant?**

**Answer:** Yes, Commerce allows street lights that are maintained by the local government and owned by the utility to be eligible for our grant. Commerce wants all local governments to benefit as much as possible from the energy savings resulting from more efficient street lighting. In some cities, the utility will give the local government either a new lower rate (tariff) for the street lights they maintain or a long-term rebate.

### **Is there any additional paperwork Commerce wants local governments to provide who are installing energy efficient lighting on privately owned street lights?**

**Answer:** Yes, Commerce must receive from the utility a letter or proof of an agreement stating what the new rate (tariff) or rebate is and how long this will be in place or a guarantee that the rate won't change. This letter, agreement or guarantee must be submitted with the application.

### **If the applicant's utility cannot provide any of these guarantees, can an applicant still apply for a Commerce grant to change non-owned, but maintained street lights?**

**Answer:** No. But the applicant can still apply for lights they own.

### **Is the rebate you are referring to above the same as the rebate the utility gives for installing energy efficiency street lights?**

**Answer:** No. The rebate the utility gives for installing energy efficient street lights is generally a one-time financial incentive. The rebate Commerce is talking about is an on-going rebate that lowers the cost the local government pays to the utility for the street lights.

### **Can a Public Utility District (PUD) apply for a Commerce grant to change street lights they own and maintain?**

**Answer:** Yes, PUDs are a form of local government.



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**Can a local government in a PUD service territory apply for a Commerce grant to change street lights on lights they do not own, but maintain?**

**Answer:** Yes, as long as the PUD has not already applied for a Commerce grant to change street lights on the lights they own. If the PUD has applied, then the local government cannot apply. Please check with your local PUD before submitting your application.

**Are mutual or coops or rural electric associations (REA) (i.e. Ohop Mutual Light Company or Peninsula Light Company or Benton REA) eligible for the Commerce grant?**

**Answer:** No, the 2013 - 2015 Energy Efficiency and Solar Grant Program is only for public entities. The organizations listed above are private corporations or non-profit organizations under Washington state laws.

**Can Commerce's energy efficiency grant be used to pay for street light materials only?**

**Answer:** Yes, applicants may submit an application for materials only. However, the application must still meet all of the program guidelines (including submitting an Energy Services Proposal).

**Can Commerce's grant be used to pay for in-house labor to install the street lights?**

**Answer:** No. Commerce's funds cannot be used to pay for in-house labor.

**Can in-house labor be used as leverage?**

**Answer:** No, all leverage funds must be capital and not employee time, benefits or overhead.

**Can the local utility do the Investment Grade Audit/Energy Savings Proposal?**

**Answer:** Yes, the local utility can do the Investment Grade Audit/Energy Savings Proposal. Because the project only involves street lights, this document will not be as long or as complex as one that involves several energy conservation measures. This document must still contain all the basic information outlined in DES Energy Savings Performance Contracting Guidelines.

## Specific Contract Requirements

**Are binding agreements with contractors required?**

**Answer:** Yes. All grant awards are contingent upon Grantees reaching binding agreements with their contractors to achieve or exceed projected energy savings and to meet or beat the proposed budget stated in the application.

**Are prevailing wages required?**

**Answer:** Yes. Grantees are required to pay at least state prevailing wages (RCW 39.12). If your project is receiving any federal funds then you are required to pay whichever wage rate is higher (this may be either the Davis-Bacon Act or state requirements). If you have questions regarding prevailing wages please contact Washington State Department of Labor & Industries (<http://www.lni.wa.gov/>)



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**Does Commerce require a percentage of the project work be given to small businesses or Minority/Women Business Enterprises (M/WBE)?**

**Answer:** No. However, if your local jurisdiction has such laws they must be followed.

**Are apprenticeships required?**

**Answer:** Yes. Apprenticeships are required on all construction costs over \$1 million.

**Are there requirements concerning lead paint?**

**Answer:** Yes. If the project involves retrofitting, remodeling, weatherization involving removal, remodeling, etc. of a painted surface in a building (built in or prior to 1978) that serves children, the project will need a trained person to direct the activity such as the disposal of the material with the paint, putting up barriers so that the paint dust doesn't travel, etc. The Grantee needs to ensure that they hire someone or have someone on staff that is trained to deal with lead paint if they are going to be working in an area where there is lead paint.

**Must projects follow Executive Order 05-05 (Archaeology and Cultural Resources Review)?**

**Answer:** If the project disturbs ground and/or affects structures that are more than 50 years old a review is required by DAHP (<http://www.dahp.wa.gov/governors-executive-order-05-05>). If your project meets either of these two criteria, contact DAHP as soon as possible to start the review process before applying. If your project is receiving federal funds and you are going through a Section 106 Review, please provide Commerce with this information and Executive Order 05-05 may not be required.

**What happens if a project has already begun and falls into the Executive Order 05-05 criteria?**

**Answer:** Your project will still be required to follow Executive Order 05-05 requirements as part of the application process.

**Are contract amendments required if the scope of work changes?**

**Answer:** Yes. If the project's scope of work changes (due to unforeseen circumstances) an amendment to the Grantees' contract with Commerce is needed. *Any change in the scope of work must not deviate substantially from the Grantee's submitted application, and is subject to prior approval by Commerce and possibly re-scoring of the application, which could change the grant amount.*

## **Costs, Invoicing and Payment**

**How do we get paid?**

**Answer:** Funds are available once a contract is executed. Funds are electronically transferred into a **Statewide Vendor Account** number you provide to us. If you need to set up an account number please visit the Department of Enterprise Services at <http://des.wa.gov/services/IT/SystemSupport/Accounting/Pages/swps.aspx> to learn how to create an account. This process may take a couple of weeks, so please make sure you have this information available for us.



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## **How often can we be paid?**

**Answer:** Commerce will work with each Grantee to determine the payment plan that best suits them. No one can be paid more than one time per month. If the Grantee prefers, they may be paid quarterly or at the end of the project.

## **What documents must be submitted in order to initiate payment?**

**Answer:** Requests for payment must be submitted on a signed, original A-19 Invoice Voucher form supplied by Commerce. The Grantee shall evidence the costs claimed on the Invoice Voucher by including:

- A copy of each invoice claimed; and
- A copy of the cancelled check or electronic funds transfer confirming payment of each expenditure for the amount of each invoice claimed.

## **Can the A-19 form be submitted electronically?**

**Answer:** Yes

## **Can multiple projects be submitted on one A-19?**

**Answer:** No. Each A-19 is customized for the project and must be billed separately. These forms will be created and sent to you electronically by Commerce.

## **What is Commerce's agency number?**

**Answer:** 1030

## **If the project has already begun, can costs incurred to date be reimbursed even if your contract with Commerce has not been signed?**

**Answer:** Yes. Project costs incurred after July 1, 2013 will be reimbursed. Any capital costs for the project incurred between January 1, 2013 and June 30, 2013 will not be reimbursed, but can count as leverage. Capital costs must have been for either energy efficiency projects (i.e. lighting, controls) or projects that had to be done before an energy efficiency measure could be installed (i.e. a new roof before installing insulation). Costs associated with tenant improvements such as new walls, carpeting, floors, electric upgrades for IT equipment cannot be used for leverage.

## **Reporting**

### **Are project status reports required?**

**Answer:** Yes. All Grantees are required to submit a Project Status Report each time you submit a reimbursement request. Your contract manager will send you the form.

However, if you are using the services of a non-ESCO contractor, you must submit an Inspection Status Report with the final reimbursement request. This form must be signed by an individual authorized by the Grantee *and* signed and stamped by the project's licensed engineer or architect.

### **Are project photos required?**

**Answer:** Yes, at 0 and 100 percent of project completion. Also, photos showing people and/or students and buildings or people actively working on projects are great for telling success stories.



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## Jobs Reporting

### **Why are the numbers of jobs funded being tracked?**

**Answer:** The Legislature's intent was to create jobs quickly due to the high unemployment rate in the construction industry. Commerce will report the number of jobs funded to the Governor and the Legislature.

### **How often are the number of jobs funded reported?**

**Answer:** Quarterly, using the 2013 - 2015 Energy Efficiency and Solar Grants Quarterly Report form to be provided Commerce, *until the entire project is complete*, not just until Commerce grant funds have been completely reimbursed.

### **Are contractors paid to complete the 2013 - 2015 Energy Efficiency and Solar Grants Quarterly Report form?**

**Answer:** No. The grant does not include any additional funds to fill out this form.

## Time Frame

### **How long does it take to execute a contract?**

**Answer:** Contracts take three to four weeks to execute once all needed information is provided to Commerce.

### **What is the contract's time frame?**

**Answer:** Technically these funds expire on June 30, 2015. Washington operates under a biennial (two year) budget and each appropriation in the 2013 - 2015 Capital Budget, must, by law, lapse at the close of the biennium (June 30, 2015). Since many projects take more than two years to complete, Commerce will request a reappropriation of any unspent funds as of that date. However, we cannot guarantee that the Legislature will agree to extend funding, nor can we legally obligate funds from one biennium to the next. Grantees are advised to discuss pending reappropriations with their legislators prior to the beginning of the legislative session in which the reappropriation is expected to occur.

## Rescinding Awards

### **Can the grant you received be rescinded?**

**Answer:** Yes, under any of the following conditions:

- If the leverage ratio of non-state funding to state funding is less than the ratio stated in the application; or
- If the final Energy Services Proposal (or equivalent, if not working with an ESCO) does not meet or exceed the minimum energy savings identified in the application; or
- If the project does not meet or beat the proposed budget set forth in the application.



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## 2013 – 2015 Energy Efficiency and Solar Grants for Higher Education, Local Governments and State Agencies

### Program Contacts:

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<http://www.commerce.wa.gov/Programs/services/CapitalFacilities/Pages/EnergyEfficiencyGrants.aspx>

B. TABLE 2 CASH FLOW

PROJECT SAVINGS BASED ON ESTIMATED ENERGY SAVINGS (100%)

Year ending Reference Year	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	
Mechanical, General, and Water savings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lighting Savings:	\$ -	\$ 62,589	\$ 63,528	\$ 64,481	\$ 65,448	\$ 66,430	\$ 67,427	\$ 68,438	\$ 69,465	\$ 70,507	\$ 71,564	\$ 72,638	\$ 73,727	\$ 74,833	\$ 75,956	\$ 77,095	\$ 78,251	\$ 79,425	\$ 80,616	\$ 81,826	\$ 83,053	
Lighting Maintenance Savings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Maintenance Savings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Savings:	\$ -	\$ 62,589	\$ 63,528	\$ 64,481	\$ 65,448	\$ 66,430	\$ 67,427	\$ 68,438	\$ 69,465	\$ 70,507	\$ 71,564	\$ 72,638	\$ 73,727	\$ 74,833	\$ 75,956	\$ 77,095	\$ 78,251	\$ 79,425	\$ 80,616	\$ 81,826	\$ 83,053	
Cumulative Savings:	\$ -	\$ 62,589	\$ 126,118	\$ 190,599	\$ 256,047	\$ 322,478	\$ 389,904	\$ 458,342	\$ 527,807	\$ 598,313	\$ 669,878	\$ 742,515	\$ 816,242	\$ 891,076	\$ 967,031	\$ 1,044,126	\$ 1,122,377	\$ 1,201,803	\$ 1,282,419	\$ 1,364,245	\$ 1,447,298	

PROJECT SAVINGS BASED ON GUARANTEED ENERGY SAVINGS (90%)

Year ending	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Mechanical, General, and Water savings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lighting Savings:	\$ -	\$ 56,331	\$ 57,175	\$ 58,033	\$ 58,904	\$ 59,787	\$ 60,684	\$ 61,594	\$ 62,518	\$ 63,456	\$ 64,408	\$ 65,374	\$ 66,354	\$ 67,350	\$ 68,360	\$ 69,385	\$ 70,426	\$ 71,483	\$ 72,555	\$ 73,643	\$ 74,748
Lighting Maintenance Savings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Maintenance Savings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Savings:	\$ -	\$ 56,331	\$ 57,175	\$ 58,033	\$ 58,904	\$ 59,787	\$ 60,684	\$ 61,594	\$ 62,518	\$ 63,456	\$ 64,408	\$ 65,374	\$ 66,354	\$ 67,350	\$ 68,360	\$ 69,385	\$ 70,426	\$ 71,483	\$ 72,555	\$ 73,643	\$ 74,748
Cumulative Savings:	\$ -	\$ 56,331	\$ 113,506	\$ 171,539	\$ 230,443	\$ 290,230	\$ 350,914	\$ 412,508	\$ 475,026	\$ 538,482	\$ 602,890	\$ 668,264	\$ 734,618	\$ 801,968	\$ 870,328	\$ 939,713	\$ 1,010,140	\$ 1,081,622	\$ 1,154,177	\$ 1,227,820	\$ 1,302,568

ANNUAL PROJECT COSTS

Amount Financed: \$ 513,644  
Cash Payment: \$ -

Year ending	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Annual Financing Costs	\$ -	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835
Ameresco Measurement and Verification	\$ -	\$ 6,305	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DES Measurement and Verification	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Costs to Client	\$ -	\$ 66,140	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835

NET ANNUAL CASH FLOW WHEN FINANCING PROJECT:

Year ending	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Cash Flow from Estimated Energy Savings (with Inflation)	\$ -	\$ (3,551)	\$ 3,693	\$ 4,646	\$ 5,613	\$ 6,595	\$ 7,591	\$ 8,603	\$ 9,629	\$ 10,671	\$ 11,729	\$ 12,809	\$ 13,916	\$ 15,050	\$ 16,211	\$ 17,398	\$ 18,611	\$ 19,850	\$ 21,125	\$ 22,436	\$ 23,783
Cumulative	\$ -	\$ (3,551)	\$ 142	\$ 4,789	\$ 10,402	\$ 16,997	\$ 24,588	\$ 33,191	\$ 42,821	\$ 53,492	\$ 65,221	\$ 78,030	\$ 91,926	\$ 107,000	\$ 123,351	\$ 141,000	\$ 159,955	\$ 180,225	\$ 201,810	\$ 224,719	\$ 249,952
Cash Flow from Guaranteed Energy Savings (with Inflation)	\$ -	\$ (9,810)	\$ (2,660)	\$ (1,802)	\$ (932)	\$ (48)	\$ 849	\$ 1,759	\$ 2,683	\$ 3,621	\$ 4,573	\$ 5,537	\$ 6,514	\$ 7,504	\$ 8,507	\$ 9,523	\$ 10,551	\$ 11,591	\$ 12,643	\$ 13,707	\$ 14,783
Cumulative	\$ -	\$ (9,810)	\$ (12,469)	\$ (14,271)	\$ (15,203)	\$ (15,251)	\$ (14,402)	\$ (12,643)	\$ (9,960)	\$ (6,339)	\$ (1,767)	\$ 63,607	\$ 129,962	\$ 197,312	\$ 265,672	\$ 335,057	\$ 405,483	\$ 476,966	\$ 549,521	\$ 623,164	\$ 697,912

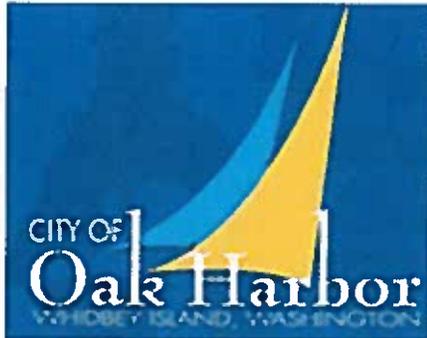
C. TABLE 3 FULL LIST OF MEASURES

ECM #	Conservation Measure	Baseline			Proposed			Savings			Financials			Simple Payback
		Current Annual Use - Electrical Consume (kWh)	Current Annual Use - Demand (kW)	Current Electric Cost (\$)	Future Total Annual Use - Electrical Consume (kWh)	Future Total Annual Use - Demand (kW)	Future Electric Cost (\$)	Annual Savings Consume (kWh)	Annual Savings Demand (kW)	Annual Resource Savings (\$)	Labor/Mat'l Cost (\$)	Utility Incentive (\$)	Final Labor/Mat'l Cost (\$)	
<i>Lighting Conservation Measures</i>														
<i>City of Oak Harbor</i>														
OH-L1	City Hall - This project will retrofit or replace existing lighting with 28-watt T8s and LEDs.	47,147	204	\$ 4,513	21,419	104	\$ 2,050	25,728	101	\$ 2,463	\$ 28,043	\$ 5,146	\$ 22,897	9.30
OH-L2	Fire Station - This project will retrofit or replace existing lighting with 28-watt T8s and LEDs.	89,635	265	\$ 8,580	33,735	93	\$ 3,229	55,900	172	\$ 5,351	\$ 61,560	\$11,180	\$ 50,380	9.42
OH-L3	Marina - This project will retrofit or replace existing lighting with 28-watt T8s and LEDs.	82,154	254	\$ 7,864	30,529	96	\$ 2,922	51,625	158	\$ 4,941	\$ 43,297	\$10,325	\$ 32,972	6.67
OH-L4	Parks - This project will retrofit or replace existing lighting with 28-watt T8s and LEDs.	25,403	99	\$ 2,431	10,892	48	\$ 1,043	14,510	52	\$ 1,389	\$ 21,908	\$ -	\$ 21,908	15.77
OH-L5	Public Works Interior - This project will retrofit or replace existing lighting with 28-watt T8s and LEDs.	127,227	548	\$12,178	63,162	300	\$ 6,046	64,065	248	\$ 6,132	\$ 78,603	\$ 9,640	\$ 68,963	11.25
OH-L6	Police Department - This project will retrofit or replace existing lighting with 28-watt T8s and LEDs.	140,669	248	\$13,465	62,711	109	\$ 6,003	77,959	140	\$ 7,462	\$ 39,577	\$ 15,592	\$ 23,985	3.21
OH-L7	Public Works Exterior - This project will retrofit or replace existing lighting with LEDs.	42,185	121	\$ 4,038	16,030	46	\$ 1,534	26,155	75	\$ 2,503	\$ 31,113	\$ 4,588	\$ 26,525	10.60
OH-L8	Senior Center - This project will retrofit or replace existing lighting with 28-watt T8s and LEDs.	34,819	109	\$ 3,333	16,516	52	\$ 1,581	18,302	57	\$ 1,752	\$ 16,710	\$ 3,660	\$ 13,050	7.45
OH-L9	Streetlighting - This project will retrofit or replace existing lighting with LEDs.	498,063	1,424	\$47,673	178,411	510	\$ 17,077	319,652	914	\$ 30,596	\$ 217,235	\$ 63,930	\$ 153,305	5.01

D. TABLE 4 SELECTED MEASURES

ECM #	Conservation Measure	Baseline			Proposed			Savings			Annual Resource Savings \$	Labor/Mat'l Cost \$	Utility Incentive \$	Final Labor/Mat'l Cost \$	Simple Payback
		Current Annual Electrical Consume kWh	Current Annual Demand kW	Current Electric Cost \$	Future Total Annual Use - Electrical Consume kWh	Future Annual Demand kW	Future Electric Cost \$	Annual Electric Consume kWh	Annual Demand kW	Annual Savings \$					
<b>City of Oak Harbor</b>															
<b>Lighting Conservation Measures</b>															
OH-L1	City Hall - This project will retrofit or replace existing lighting with 28-watt T8s and LEDs.	47,147	204	4,513	21,419	104	\$2,050	25,728	101	\$2,463	\$28,043	\$5,146	\$22,897	9.30	
OH-L2	Fire Station - This project will retrofit or replace existing lighting with 28-watt T8s and LEDs.	89,635	265	8,580	33,735	93	\$3,229	55,900	172	\$5,351	\$61,560	\$11,180	\$50,380	9.42	
OH-L3	Marina - This project will retrofit or replace existing lighting with 28-watt T8s and LEDs.	82,154	254	7,864	30,529	96	\$2,922	51,625	158	\$4,941	\$43,297	\$10,325	\$32,972	6.67	
OH-L4	Parks - This project will retrofit or replace existing lighting with 28-watt T8s and LEDs.	25,403	99	2,431	10,892	48	\$1,043	14,510	52	\$1,389	\$21,908		\$21,908	15.77	
OH-L5	Public Works Interior - This project will retrofit or replace existing lighting with 28-watt T8s and LEDs.	127,227	548	12,178	63,162	300	\$6,046	64,065	248	\$6,132	\$78,603	\$9,640	\$68,963	11.25	
OH-L6	Police Department - This project will retrofit or replace existing lighting with 28-watt T8s and LEDs.	140,669	248	13,465	62,711	109	\$6,003	77,959	140	\$7,462	\$39,577	\$15,592	\$23,985	3.21	
OH-L7	Public Works Exterior - This project will retrofit or replace existing lighting with LEDs.	42,185	121	4,038	16,030	46	\$1,534	26,155	75	\$2,503	\$31,113	\$4,588	\$26,525	10.60	
OH-L8	Senior Center - This project will retrofit or replace existing lighting with 28-watt T8s and LEDs.	34,819	109	3,333	16,516	52	\$1,581	18,302	57	\$1,752	\$16,710	\$3,660	\$13,050	7.45	
OH-L9	Streetlighting - This project will retrofit or replace existing lighting with LEDs.	498,063	1,424	47,673	178,411	510	\$17,077	319,652	914	\$30,596	\$217,235	\$63,930	\$153,305	5.01	

**ENERGY SERVICES PROPOSAL**



**For:** City of Oak Harbor  
2013 - 2015 Department of Commerce Energy Efficiency Grants  
Oak Harbor, Washington

**By:** Ameresco, Inc.  
- Gary Robertson, Project Manager  
- Fritz Feiten, Account Executive  
Ameresco Project Number 81096-00

June 20, 2014

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## EXECUTIVE SUMMARY

### A. SUMMARY & PROPOSED SERVICES

Ameresco is pleased to present this proposal for the implementation of energy efficiency measures for The City of Oak Harbor.

This Proposal follows the outline contained in Section 2 of the Energy Services Agreement. It presents the contractual terms under which Ameresco, The City of Oak Harbor, and the Department of Enterprise Services Energy Program (DES Energy Program) will work together over the term of the project. This Proposal describes the scope, costs, guarantees, and other aspects of the project.

The services in this Proposal include design, construction, system verification, and Measurement and Verification (M&V) services for the first year. Although The City of Oak Harbor will operate and maintain the new equipment, Ameresco will provide important M&V services during the first year to help ensure the predicted savings are achieved. Ongoing M&V services are also offered for an additional cost, at the owner's request.

### B. PROJECT DESCRIPTION

The project improves City of Oak Harbor infrastructure while saving energy. This project will upgrade existing lighting with 28-watt T8 fluorescent and LED fixtures at City Hall, the Fire Station, the Marina, Parks, Police Department, Public Works Building interior, and Senior Center.

This project also includes converting all high intensity discharge (HID) city owned street lighting (approximately 253 street lights) to new light emitting diode (LED) lighting.

### C. PROJECT BENEFITS

#### 1. Financial Benefits

Table 1 shows project costs, estimated utility incentives, and savings related to this project. The guaranteed maximum project cost is \$743,427. Including sales tax and DES Energy Program project management fees, the total project cost is \$847,705. The estimated utility incentive for the project is \$124,061.

All construction costs will be open book to the Owner, and any cost savings related to savings on the ESCO's (energy services company) labor and material costs will revert to the Owner at the end of the project.

The project will produce over \$62,589 annually in energy savings. The project produces a positive cash flow as shown on Table 1 Financial Analysis in the second year of operation. This is based on The City of Oak Harbor financing \$513,644.

#### 2. Environmental Benefits

In addition to building improvements and energy savings, there is a significant positive impact on the environment as a result of this project. The energy savings produced as a result of this project will directly reduce the amount of power produced by the utilities and reduce CO<sub>2</sub> emissions by over 588,506 lbs. annually.

### D. GUARANTEES

Ameresco guarantees that the project cost, related specifically to energy savings and the project scope, will not exceed the maximum price of \$743,427 (project cost before sales

tax and DES Energy Program project management fee). Also, Ameresco guarantees that the project will perform such that electrical savings will not be less than 588,506 kWh per year. This corresponds with 90% of the estimated energy savings.

**E. CONCLUSION**

This project represents an excellent opportunity for the City of Oak Harbor to improve its facilities while saving energy. The project provides over \$840,000 in facility improvements. Ameresco looks forward to working with the City of Oak Harbor and DES Energy Program in making this project a success.

**I. FACILITY DESCRIPTION**

Building	Address	Sq. Ft.	Approx. Age	Building Occupancy Schedule
City Hall	865 SE Barrington Drive	14,000	55	9 / 5
Fire Station	855 E Whidbey Ave		20	24 / 7
Marina	1401 Catalina Drive			24 / 7
Parks Department	Various			9 / 5
Police Department	860 SE Barrington Drive	11,000	55	24 / 7
Public Works	1400 16 <sup>th</sup> Ave		18	9 / 5
Senior Center	51 SE Jerome St		25	12 / 5

**II. ENERGY CONSERVATION MEASURES (ECMs) TO BE IMPLEMENTED**

**A. City Hall**

**1. Lighting Conservation Measures**

- a) ECM-OH-L1: This measure will retrofit or replace existing lighting with 28-watt T8s and LEDs.

**B. Fire Station**

**1. Lighting Conservation Measures**

- a) ECM-OH-L2: This measure will retrofit or replace existing lighting with 28-watt T8s and LEDs.

**C. Marina**

**1. Lighting Conservation Measures**

- a) ECM-OH-L3: This measure will retrofit or replace existing lighting with 28-watt T8s and LEDs.

**D. Parks Department**

**1. Lighting Conservation Measures**

- a) ECM-OH-L4: This measure will retrofit or replace existing lighting with 28-watt T8s and LEDs.

E. Public Works

1. Lighting Conservation Measures

- a) ECM-OH-L5: Interior Lighting  
This measure will retrofit or replace existing lighting with 28-watt T8s and LEDs.
- b) ECM-OH-L7: Exterior Lighting  
This measure will retrofit or replace existing lighting with 28-watt T8s and LEDs.

F. Police Department

1. Lighting Conservation Measures

- a) ECM-OH-L6: Interior Lighting  
This measure will retrofit or replace existing lighting with 28-watt T8s and LEDs.

G. Senior Center

1. Lighting Conservation Measures

- a) ECM-OH-L8: Interior Lighting  
This measure will retrofit or replace existing lighting with 28-watt T8s and LEDs.

H. City Owned Street Lighting

1. Lighting Conservation Measures

- a) ECM-OH-L9: Street Lighting Upgrades  
This project will convert two hundred fifty three 400 W HID street lights to 168 W LED technology per the lighting audit spreadsheet. The project budget and savings based upon CREE fixtures, some having individual photocells as noted on the reference spreadsheet. All conversions include a new LED fixture.

### III. ESCO SERVICES

Ameresco will provide the following services:

1. Energy Audit: The energy audit is complete and is incorporated herein.
2. Design Services: Provide a detailed engineering design as needed to obtain Owner review and approval of the proposed system and to obtain competitive bids. Provide construction support services, start-up, and testing. Provide as-built drawings and relevant O&M manuals.

3. **Construction:** Provide, or cause to be provided, all material, labor, and equipment, including paying for permits, fees, bonds, and insurance, required for the complete and working installation of the ESCO equipment.
  - a) The ESCO may perform portions of the construction work or may subcontract portions to qualified firms. In either case, the ESCO will share information regarding actual costs of the work with the Owner.
  - b) The lighting retrofit is substantially a maintenance activity. As such, lighting maintenance workers will be used to perform fixture retrofits. These workers will be paid the applicable Washington State Department of Labor & Industries prevailing wage for the county of the work under a classification of "Electrical Fixture Maintenance Workers" or equivalent.
  - c) When the ESCO has completed the installation of the Equipment, including start-up and operation verification and training in accordance with the Proposal, the ESCO will provide to Owner a "Notice of Commencement of Energy Savings" and Owner shall have 10 days within which to accept the Notice.
  - d) At the conclusion of the last phase of the project, the ESCO will submit a "Notice of Substantial Completion" to the Owner.
4. **Construction Management:** Provide construction management services to coordinate and supervise the work. The Owner is expected to coordinate day-to-day communications with tenants and any scheduling of tenant relocations in and around occupied areas. The ESCO will provide construction superintendence of the work and will coordinate any impact upon building tenants with the Owner.
5. **Operation training:** The ESCO will provide on-going training for the building staff during construction.
6. **Performance Maintenance:** The ESCO will provide on-going measurement and verification to help ensure the predicted savings are achieved throughout the first year of the agreement. Specific tasks will include:
  - a) **Year One: Post Installation Measurement and Verification (M&V)** will be performed based on the International Performance Measurement and Verification Protocol (IPMVP) – Option A (Retrofit Isolation-Key Parameter Measurement), Section IX – Method of Calculating Energy Savings and Energy Cost Savings, and the following Measurement and Verification table:

ECM	Conservation Measure	IPMVP Option	Work to be Performed	Years to be Done	Work To Be Performed By
OH-L1	City Hall - This project will retrofit or replace existing lighting with 28-watt T8s and LEDs.	A	* A sample of fixtures will be measured during the first year for both baseline and as-installed power use (kW). The system's actual total demand will be matched against the Lighting Audit (Exhibit 1).	1	Ameresco
OH-L2	Fire Station - This project will retrofit or replace existing lighting with 28-watt T8s and LEDs.	A	* A sample of fixtures will be measured during the first year for both baseline and as-installed power use (kW). The system's actual total demand will be matched against the Lighting Audit (Exhibit 1).	1	Ameresco
OH-L3	Marina - This project will retrofit or replace existing lighting with 28-watt T8s and LEDs.	A	* A sample of fixtures will be measured during the first year for both baseline and as-installed power use (kW). The system's actual total demand will be matched against the Lighting Audit (Exhibit 1).	1	Ameresco
OH-L4	Parks - This project will retrofit or replace existing lighting with 28-watt T8s and LEDs.	A	* A sample of fixtures will be measured during the first year for both baseline and as-installed power use (kW). The system's actual total demand will be matched against the Lighting Audit (Exhibit 1).	1	Ameresco
OH-L5	Public Works Interior - This project will retrofit or replace existing lighting with 28-watt T8s and LEDs.	A	* A sample of fixtures will be measured during the first year for both baseline and as-installed power use (kW). The system's actual total demand will be matched against the Lighting Audit (Exhibit 1).	1	Ameresco
OH-L6	Police Department - This project will retrofit or replace existing lighting with 28-watt T8s and LEDs.	A	* A sample of fixtures will be measured during the first year for both baseline and as-installed power use (kW). The system's actual total demand will be matched against the Lighting Audit (Exhibit 1).	1	Ameresco
OH-L7	Public Works Exterior - This project will retrofit or replace existing lighting with LEDs.	A	* A sample of fixtures will be measured during the first year for both baseline and as-installed power use (kW). The system's actual total demand will be matched against the Lighting Audit (Exhibit 1).	1	Ameresco
OH-L8	Senior Center - This project will retrofit or replace existing lighting with 28-watt T8s and LEDs.	A	* A sample of fixtures will be measured during the first year for both baseline and as-installed power use (kW). The system's actual total demand will be matched against the Lighting Audit (Exhibit 1).	1	Ameresco
OH-L9	Streetlighting - This project will retrofit or replace existing lighting with LEDs.	A	* A sample of fixtures will be measured during the first year for both baseline and as-installed power use (kW). The system's actual total demand will be matched against the Lighting Audit (Exhibit 1).	1	Ameresco

b) The ESCO will attend one annual meeting to review the Measurement & Verification results and reconcile energy savings.

7. **Equipment Maintenance:** The ESCO will provide no equipment maintenance or repairs after the warranty period. Following the completion of the installation and Owner acceptance of the Equipment, the Owner shall provide all necessary service, repairs, and adjustments to the Equipment so that the Equipment will perform in the manner and to the extent set forth in the Proposal. The ESCO shall have no obligation to service or maintain the Equipment after the warranty period.
8. **Operation and Maintenance Procedures:** None provided for existing equipment. Operation and maintenance manual will be provided for the installed equipment.
9. **Warranty:** The ESCO will warrant Equipment for one year following Notice of Substantial Completion.
10. **Hazardous Waste:** Should the project require removal or disposal of hazardous material, the ESCO may have the hazardous material or substances removed and disposed of at the request of the Owner. The ESCO will not assume ownership of the material, but may act on behalf of the Owner to properly remove and dispose of the material. The Owner shall pay the ESCO for the cost of such work. The Owner agrees and acknowledges that it has not relied on or employed the ESCO to analyze or identify the presence of any hazardous substance on the Owner's premises. The cost of hazardous material abatement and disposal is not included in this proposal with the exception of PCB ballasts.

## IV. PROJECT COSTS

### A. MAXIMUM PROJECT COST

The ESCO guarantees that the Maximum Project Cost will not exceed Seven Hundred Forty Three Thousand Four Hundred Twenty Seven Dollars and No Cents (\$743,427). This cost does not include sales tax, DES Energy Program project management fees, or continued measurement and verification charges. With sales tax and DES Energy Program project management fees, the Total Project Cost is Eight Hundred Forty Seven Thousand Seven Hundred Five Dollars and No Cents( \$847,705 ). The ESCO does not guarantee the value of sales tax or DES Energy Program project management fees.

### B. PROJECT COST TABLE

PROJECT COSTS	Mech, Water, General	Lighting	Total Project Costs
Engineering Audit	\$ -	\$ -	\$ -
Estimated Labor and Material Cost	\$ -	\$ 538,045	\$ 538,045
M,W,G Design @ 10.0% of Labor & Material	\$ -		\$ -
Lighting Design @ 6.0% of Labor & Material		\$ 32,283	\$ 32,283
Construction Mgt @ 6.0% of Labor & Material	\$ -	\$ 32,283	\$ 32,283
Bonding @ 2.0% of Labor & Material	\$ -	\$ 10,761	\$ 10,761
ESCO Overhead and Profit @ 18.0% of Labor & Material	\$ -	\$ 96,848	\$ 96,848
1st Year of Ameresco M&V			\$ 6,305
Subtotal:	\$ -	\$ 710,220	\$ 716,525
Construction Contingency @ 5.0% of CC	\$ -	\$ 26,902	\$ 26,902
<b>Subtotal - Maximum Project Cost:</b>	\$ -	\$ 737,122	\$ 743,427
Est. Sales Tax @ 8.7% of Maximum Project Cost	\$ -	\$ 64,130	\$ 64,678.15
0 Additional Years of M&V - Ameresco (includes tax)			\$ -
1 Years of M&V - DES			\$ -
DES Project Management Fees			\$ 39,600
<b>TOTAL PROJECT PRICE:</b>	\$ -	\$ 801,252	\$ 847,705
Estimated Utility Incentive	\$ -	\$ 124,061	\$ 124,061
Commerce Grant Request			\$ 210,000
Estimated Client Net Cost (excluding add'l years M&V)			\$ 513,644
Client Initial Cash Payment of Non-State Dollars			\$ -
Client Initial Cash Payment of State Dollars			\$ -
<b>Amount to be Financed by Client:</b>			\$ 513,644
<b>Year 2 Estimated Cash Flow:</b>			\$ 3,693

**C. ITEMS INCLUDED IN MAXIMUM PROJECT COST**

1. Maximum project costs include the following:
  - a) Engineering audit, including the cost for preparation of this proposal. This is a fixed fee.
  - b) Engineering design. This is a fixed fee.
  - c) Construction management services. This is a fixed fee.
  - d) Installation of the ESCO Equipment Including the following costs:
    - (1) All costs paid by the ESCO for the installation of the ESCO Equipment. This includes costs paid to subcontractors or directly to ESCO personnel when related to installation or system verification of the ESCO Equipment.
    - (2) The portion of reasonable travel, lodging, and meals expenses of the ESCO or of its officers or employees incurred while traveling in discharge of duties connected with the Work.
    - (3) Cost of all equipment, materials, supplies and equipment incorporated in the Work, including costs of transportation thereof.
    - (4) Cost or rental charges, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers which are consumed in the performance of the Work, and the cost less salvage value on such items used but not consumed which remain the property of the ESCO.
    - (5) Cost of premiums for all bonds and insurance, which the ESCO is required to purchase and maintain.
    - (6) Permit fees, royalties, and deposits lost for causes other than the ESCO's negligence.
    - (7) Losses and expenses not compensated by insurance or otherwise sustained by the ESCO in connection with the Work, provided they have resulted from causes other than the fault or neglect of the ESCO. Such losses shall include settlements made with the written consent and approval of the Owner. If, however, such loss requires reconstruction and the ESCO is placed in charge thereof, the ESCO shall be paid for its services a fee.
    - (8) Minor expenses such as copies, long distance telephone calls, telephone service at the site, express mail services, and similar petty cash items.
    - (9) Demolition cost and cost of removal of all debris.
    - (10) Costs incurred due to an emergency affecting the safety of persons and property.
    - (11) Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.
    - (12) The cost of construction financing including contingency and an allowance for Owner initiated scope improvements only if agreed to by the Owner and DES Energy Program in advance.
    - (13) Cost of equipment startup, training, system verification and balancing performed by the ESCO.
    - (14) Bonding, Liability Insurance, and Builder's Risk Insurance.

- (15) Overhead and Profit. This includes the ESCO's remuneration for compensation of personnel, expenses, risks related to the project, and profit. This is a fixed fee.
- (16) Metering equipment costs for any permanent metering or monitoring equipment left on site.
- (17) The ESCO shall provide a Schedule of Values at the end of construction bidding. The schedule of values will include all costs related to the installation of the ESCO equipment, excepting fixed fee items.

#### D. EXCLUSIONS

- 1. Maximum project costs do not include the following:
  - a) Modifications or upgrades of existing electrical service or distribution systems.
  - b) Pole Labeling is not included.

#### E. CONSTRUCTION CONTINGENCY

A construction contingency of \$26,902 (not including sales tax) has been established for this project. The contingency is for items necessary to complete the original scope of work upon approval by the Owner and DES Energy Program. Such approval for the use of contingency funds for work in the original scope shall not be unreasonably withheld. The ESCO shall not be allowed to mark-up contingency funds expended for items included in the original scope of this project. The ESCO and Owner will jointly manage any contingency left after the project scope is completed. The ESCO shall be allowed to mark-up items beyond the original scope and approved by Owner. All unused construction contingency funds shall reduce the overall project cost to the Owner.

#### F. ONGOING SERVICES

Ongoing measurement and verification for the first year is included in the project fees. After the end of Year 1, the ESCO will present a proposal to the Owner for ongoing measurement and verification services for future years, at the owner's request. These services will verify energy savings and provide engineering assistance in maintaining the savings as described in Section III. The owner may cancel these services at any time. Such cancellation will also terminate the energy savings guarantee (Section XI).

#### G. ACCOUNTING RECORDS

The ESCO shall check all material, equipment, and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The accounting system shall be satisfactory to the Owner. The Owner shall be afforded access to all the ESCO's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Contract, and the Contractor shall preserve all such records for a period of three years, or for such longer period as may be required by law, after the final payment.

#### H. RECONCILIATION OF LABOR & MATERIAL COSTS

The financed amount is based on an estimate of Labor & Material costs. In recognition that actual Labor & Material costs may vary from the estimate, the following procedures are established to reconcile this difference:

- a) When actual Labor & Material costs exceed the estimated Labor & Material costs (plus contingency), the additional expense will be borne by the ESCO without affecting the Owner's payment.
- b) When actual Labor & Material costs are less than the estimated Labor & Material costs (plus Contingency), the remaining funds will be retained by the Owner.

## **V. RECOMMENDATIONS FOR REPLACEMENT OF EXISTING EQUIPMENT**

There is no additional equipment that Ameresco recommends for replacement based on the scope of this audit.

## **VI. STANDARDS OF COMFORT SERVICE**

### **A. ILLUMINATION LEVELS**

- 1. The lighting and illumination levels for lighting systems provided by the ESCO will comply with Exhibit 3.

This project scope will maintain existing minimum light levels. This project will not address existing pole spacing issues or other existing low light level issues. The intent of this project is to conserve energy, and the City will approve all submittals before installation.

## **VII. ESTIMATED ANNUAL SAVINGS AMOUNT AND UTILITY INCENTIVE**

### **A. ELECTRICAL**

The ESCO estimates that annual electrical costs will be reduced by \$62,589. This estimate is based on an annual consumption being reduced by 653,896 kWh and 1,916 kW.

### **B. UTILITY INCENTIVE**

The ESCO estimates that an incentive in the amount of \$124,061 will be provided by Puget Sound Energy.

## **VIII. METHOD OF CALCULATING ENERGY SAVINGS AND ENERGY COST SAVINGS**

### **A. ENERGY AUDIT**

The energy cost savings are calculated in Exhibit 1. These savings calculations have been reviewed and accepted by the DES Energy Program project management, the Owner and the ESCO.

**B. CALCULATION OF SAVINGS**

1. The Owner and ESCO agree that the energy savings exists if the ESCO equipment performs as described below (as measured per Section III.6):
  - a) Lighting systems installed by the ESCO: The lighting systems perform properly when new components with efficiencies equal to or greater than those in Exhibit 1 are installed.
2. The Owner and the ESCO agree that should the ESCO installed equipment not perform as outlined in Section IX.B.1, the ESCO shall pay the equivalent value of the guaranteed level of the calculated energy savings associated with the failed area. The Owner agrees to notify the ESCO by telephone within two working days of detecting any non-performing ESCO installed equipment with a follow-up in writing within three business days.
3. The ESCO shall have two weeks from notification to repair the ESCO equipment without reduction of savings.
4. Modifications to Baseline by Owner: The Owner shall maintain all existing facilities and installed equipment during the term of this contract at or above current maintenance levels. Owner agrees to maintain the energy efficiency of the systems installed.

**IX. FINANCING**

Project financing if needed, will be provided by the Owner.

**X. ENERGY SAVINGS GUARANTEE**

The ESCO guarantees that the equipment will perform as indicated in Section IX - Method of Calculating Energy Savings and Energy Cost Savings. This performance level is guaranteed for one year following the notice of commencement of savings (defined as Year 1), or for the duration of the monitoring and verification services, whichever is shorter. Based on this performance, and as indicated in Exhibit 1, electrical savings will not be less than 588,506 kWh per year. This corresponds with 90% of the estimated energy savings.

In the event that the guaranteed performance in Year One, pursuant to Section IX – Method of Calculating Energy Savings and Energy Cost Savings, is less than the guaranteed minimum, the ESCO shall pay the Owner in accordance with Section IX.B.2.

**XI. ESCO COMPENSATION****A. PAYMENTS**

1. Owner agrees to make progress payments based on construction progress and one subsequent payment for retainage.
2. Retainage will be released within 45 days after receipt of all lien releases, L&I releases, and Revenue and Employment Security certificates and releases by Owner.

**B. TAX INCENTIVES**

1. Owner agrees to relinquish any and all tax credits and deductions associated with the project scope to the ESCO. This includes any tax deductions associated with the Federal Energy Policy Act of 2005.

B. TABLE 2 CASH FLOW

PROJECT SAVINGS BASED ON ESTIMATED ENERGY SAVINGS (100%)

Year ending Reference year	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034			
Mechanical, General, and Water savings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Lighting Savings:	\$ 62,569	\$ 63,520	\$ 64,481	\$ 65,443	\$ 66,405	\$ 67,367	\$ 68,329	\$ 69,291	\$ 70,253	\$ 71,215	\$ 72,177	\$ 73,139	\$ 74,101	\$ 75,063	\$ 76,025	\$ 76,987	\$ 77,949	\$ 78,911	\$ 79,873	\$ 80,835	\$ 81,797	\$ 82,759		
Lighting Maintenance Savings:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other Maintenance Savings:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Savings:	\$ 62,569	\$ 63,520	\$ 64,481	\$ 65,443	\$ 66,405	\$ 67,367	\$ 68,329	\$ 69,291	\$ 70,253	\$ 71,215	\$ 72,177	\$ 73,139	\$ 74,101	\$ 75,063	\$ 76,025	\$ 76,987	\$ 77,949	\$ 78,911	\$ 79,873	\$ 80,835	\$ 81,797	\$ 82,759		
Cumulative Savings:	\$ -	\$ 62,569	\$ 126,118	\$ 190,599	\$ 255,047	\$ 322,478	\$ 390,904	\$ 458,342	\$ 527,807	\$ 598,313	\$ 669,878	\$ 742,515	\$ 816,242	\$ 891,078	\$ 967,031	\$ 1,044,126	\$ 1,122,377	\$ 1,201,803	\$ 1,282,419	\$ 1,364,245	\$ 1,447,298	\$ -	\$ -	\$ -

PROJECT SAVINGS BASED ON GUARANTEED ENERGY SAVINGS (80%)

Year ending Reference year	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034		
Mechanical, General, and Water savings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Lighting Savings:	\$ 50,331	\$ 51,175	\$ 52,033	\$ 52,904	\$ 53,787	\$ 54,684	\$ 55,594	\$ 56,518	\$ 57,456	\$ 58,407	\$ 59,374	\$ 60,354	\$ 61,348	\$ 62,357	\$ 63,381	\$ 64,419	\$ 65,471	\$ 66,537	\$ 67,617	\$ 68,711	\$ 69,819	\$ 70,941	
Lighting Maintenance Savings:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other Maintenance Savings:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Savings:	\$ 50,331	\$ 51,175	\$ 52,033	\$ 52,904	\$ 53,787	\$ 54,684	\$ 55,594	\$ 56,518	\$ 57,456	\$ 58,407	\$ 59,374	\$ 60,354	\$ 61,348	\$ 62,357	\$ 63,381	\$ 64,419	\$ 65,471	\$ 66,537	\$ 67,617	\$ 68,711	\$ 69,819	\$ 70,941	
Cumulative Savings:	\$ -	\$ 50,331	\$ 101,506	\$ 153,539	\$ 206,443	\$ 260,227	\$ 314,911	\$ 370,505	\$ 427,019	\$ 484,475	\$ 542,882	\$ 602,240	\$ 662,559	\$ 723,829	\$ 786,050	\$ 849,221	\$ 913,342	\$ 978,413	\$ 1,044,434	\$ 1,111,405	\$ 1,179,326	\$ 1,248,197	\$ 1,318,018

ANNUAL PROJECT COSTS

Amount Financed: \$ 511,644

Cash Payment: \$ -

Year ending Reference year	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	
Annual Financing Costs	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	
Americo Measurement and Verification (with Inflation)	\$ -	\$ 0,305	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Costs to Client:	\$ 59,835	\$ 60,140	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835	\$ 59,835

NET ANNUAL CASH FLOW WHEN FINANCING PROJECT:

Year ending Reference year	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	
Cash Flow from Estimated Energy Savings (with Inflation) Cumulative	\$ -	\$ (3,551)	\$ 3,083	\$ 4,046	\$ 5,613	\$ 6,595	\$ 7,591	\$ 8,603	\$ 9,629	\$ 10,671	\$ 11,729	\$ 12,808	\$ 13,908	\$ 15,029	\$ 16,181	\$ 17,364	\$ 18,578	\$ 19,823	\$ 21,100	\$ 22,409	\$ 23,750	\$ 25,123
Cash Flow from Guaranteed Energy Savings (with Inflation) Cumulative	\$ -	\$ (9,810)	\$ (2,690)	\$ (1,827)	\$ (920)	\$ (48)	\$ 849	\$ 1,759	\$ 2,683	\$ 3,623	\$ 4,573	\$ 5,534	\$ 6,506	\$ 7,489	\$ 8,482	\$ 9,495	\$ 10,528	\$ 11,581	\$ 12,654	\$ 13,747	\$ 14,860	\$ 16,003
Total:	\$ -	\$ (13,361)	\$ (5,607)	\$ (5,877)	\$ (4,533)	\$ (528)	\$ 841	\$ 1,904	\$ 2,946	\$ 4,050	\$ 5,156	\$ 6,274	\$ 7,402	\$ 8,547	\$ 9,712	\$ 10,899	\$ 12,106	\$ 13,333	\$ 14,589	\$ 15,869	\$ 17,173	\$ 18,503

C. TABLE 3 FULL LIST OF MEASURES

EOM #	Conservation Measure	Baseline				Proposed				Savings				Financials		
		Current Annual Use - Electrical Consume (kWh)	Current Electric Demand (kW)	Current Electric Cost (\$)	Current Total Cost (\$)	Future Total Annual Consume (kWh)	Future Annual Electric Demand (kW)	Future Electric Cost (\$)	Future Total Cost (\$)	Annual Savings Consume (kWh)	Annual Savings Electric Demand (kW)	Annual Resource Savings (\$)	Labor/Mat'l Cost (\$)	Utility Incentive (\$)	Final Labor/Mat'l Cost (\$)	Simple Payback
	<i>City of Oak Harbor</i>															
	<i>Lighting Conservation Measures</i>															
OH-L1	City Hall - This project will retrofit or replace existing lighting with 28-watt T8s and LEDs.	47,147	204	\$ 4,513	\$ 4,513	21,418	104	\$ 2,050	\$ 2,050	25,728	101	\$ 2,463	\$ 28,043	\$ 5,146	\$ 22,897	9.30
OH-L2	Fire Station - This project will retrofit or replace existing lighting with 28-watt T8s and LEDs.	89,635	265	\$ 8,580	\$ 8,580	33,735	93	\$ 3,229	\$ 3,229	55,900	172	\$ 5,351	\$ 61,560	\$ 11,180	\$ 50,380	9.42
OH-L3	Marina - This project will retrofit or replace existing lighting with 28-watt T8s and LEDs.	82,154	254	\$ 7,864	\$ 7,864	30,529	98	\$ 2,922	\$ 2,922	51,625	158	\$ 4,941	\$ 43,297	\$ 10,325	\$ 32,972	6.67
OH-L4	Parks - This project will retrofit or replace existing lighting with 28-watt T8s and LEDs.	25,403	99	\$ 2,431	\$ 2,431	10,892	48	\$ 1,043	\$ 1,043	14,510	52	\$ 1,309	\$ 21,908	\$ -	\$ 21,908	18.77
OH-L5	Public Works Interior - This project will retrofit or replace existing lighting with 28-watt T8s and LEDs.	127,227	548	\$ 12,178	\$ 12,178	63,162	300	\$ 6,046	\$ 6,046	64,065	248	\$ 6,132	\$ 78,603	\$ 9,640	\$ 68,963	11.25
OH-L6	Police Department - This project will retrofit or replace existing lighting with 28-watt T8s and LEDs.	140,669	248	\$ 13,465	\$ 13,465	62,711	109	\$ 6,003	\$ 6,003	77,959	140	\$ 7,462	\$ 39,577	\$ 15,592	\$ 23,985	3.21
OH-L7	Public Works Exterior - This project will retrofit or replace existing lighting with LEDs.	42,185	121	\$ 4,038	\$ 4,038	18,030	46	\$ 1,534	\$ 1,534	26,155	75	\$ 2,503	\$ 31,113	\$ 4,588	\$ 26,525	10.60
OH-L8	Senior Center - This project will retrofit or replace existing lighting with 28-watt T8s and LEDs.	34,819	109	\$ 3,333	\$ 3,333	16,516	52	\$ 1,581	\$ 1,581	18,302	57	\$ 1,752	\$ 18,710	\$ 3,660	\$ 13,050	7.45
OH-L9	Street Lighting - This project will retrofit or replace existing lighting with LEDs.	498,063	1,424	\$ 47,673	\$ 47,673	178,411	510	\$ 17,077	\$ 17,077	319,652	914	\$ 30,596	\$ 217,235	\$ 83,930	\$ 153,305	5.01

D. TABLE 4 SELECTED MEASURES

ECM #	Conservation Measure	Baseline			Proposed			Savings			Annual Resource Savings \$	Labor/Inst/Equip Cost \$	Utility Incentive \$	Final Labor/Inst/Equip Cost \$	Simple Payback
		Current Annual Use Electrical kWh	Current Annual Use Demand kW	Current Total Cost \$	Future Use - Electric kWh	Future Total Annual Demand kW	Future Total Cost \$	Annual Savings Consume kWh	Annual Savings Electric Demand kW	Annual Savings Demand kW					
<b>Lighting Conservation Measures</b>															
<b>City of Oak Harbor</b>															
OH-L1	City Hall - This project will retrofit or replace existing lighting with 28-watt T8s and LEDs.	47,147	204	\$4,513	21,419	104	\$2,050	25,728	101	\$2,463	\$28,043	\$5,146	\$22,897	9.30	
OH-L2	Fire Station - This project will retrofit or replace existing lighting with 28-watt T8s and LEDs.	69,635	265	\$8,560	33,735	93	\$3,229	55,900	172	\$5,351	\$61,560	\$11,190	\$50,380	9.42	
OH-L3	Marina - This project will retrofit or replace existing lighting with 28-watt T8s and LEDs.	82,154	254	\$7,864	30,529	98	\$2,922	51,625	158	\$4,941	\$43,297	\$10,325	\$32,972	8.67	
OH-L4	Parks - This project will retrofit or replace existing lighting with 28-watt T8s and LEDs.	25,403	99	\$2,431	10,662	48	\$1,043	14,510	52	\$1,389	\$21,908		\$21,908	15.77	
OH-L5	Public Works Interior - This project will retrofit or replace existing lighting with 28-watt T8s and LEDs.	127,227	548	\$12,178	63,162	300	\$8,046	64,055	248	\$8,132	\$78,603	\$9,640	\$68,963	11.25	
OH-L6	Police Department - This project will retrofit or replace existing lighting with 28-watt T8s and LEDs.	140,669	248	\$13,465	62,711	109	\$6,003	77,959	140	\$7,462	\$39,577	\$15,592	\$23,985	3.21	
OH-L7	Public Works Exterior - This project will retrofit or replace existing lighting with LEDs.	42,185	121	\$4,038	18,030	48	\$1,534	26,155	75	\$2,503	\$31,113	\$4,588	\$26,525	10.60	
OH-L8	Senior Center - This project will retrofit or replace existing lighting with 28-watt T8s and LEDs.	34,819	109	\$3,333	18,516	52	\$1,581	16,302	57	\$1,752	\$16,710	\$3,660	\$13,050	7.45	
OH-L9	Streetsighting - This project will retrofit or replace existing lighting with LEDs.	498,083	1,424	\$47,673	178,411	510	\$17,077	319,652	914	\$30,596	\$217,235	\$63,930	\$153,305	5.01	

**EXHIBIT 1** Detailed Lighting Audit Calculations (Provided electronically)

**EXHIBIT 2** Bond Form (Incorporated herein (AIA A312))

**EXHIBIT 3** Energy Services Agreement (Incorporated herein)