City of Oak Harbor

City Council Meeting Agenda
May 1, 2012
6:00 p.m.

Happy May Day!

Oak Harbor City Council
REGULAR MEETING
Tuesday, May 1, 2012, 6:00 p.m.

Welcome to the Oak Harbor City Council Meeting

*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, please sign your name to the sign up sheet, located in the Council Chambers if you wish to speak. The Council will take all information under advisement, but generally will not take any action during the meeting. 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!***

CALL TO ORDER

INVOCATION Rev. Paul Orritt, Grace by the Sea Anglican Church

ROLL CALL

MINUTES 4/17/2012 Minutes

NON-ACTION COUNCIL ITEMS:

1. Proclamation – Bike to Work Month.
2. Proclamation – National Nurses Week.
3. Presentation of Green Road Certification to the City of Oak Harbor.
4. Public Comments.

COUNCIL CONSIDERATION AND ACTION ON THE FOLLOWING MATTERS:

5. Consent Agenda:

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   a. Excused Absence Request – Jim Campbell from the 6/19/12 Meeting.

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   b. Approval of Accounts Payable Vouchers (Pay Bills).

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6. Public Hearing - Zoning Map Adoption.

Page 107

7. Contract – HVAC Services.

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8. Contract – Vending Services.

Page 211

9. Contract – Janitorial Services.

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10. Future City Council Pending Items.
11. City Administrator's Comments.
12. Council Members' Comments.
13. Mayor's Comments.

ADJOURN

If you have a disability and are in need of assistance, please contact the City Clerk at (360) 279-4539 at least two days before the meeting.

"Small deeds done are better than great deeds planned."
~Peter Marshall

City Council Regular Meeting
Tuesday, April 17, 2012, 6:00 p.m.
City Hall – Council Chambers

CALL TO ORDER Mayor Dudley called the meeting to order at 6:00 p.m.

INVOCATION Councilmember Campbell gave the Invocation.

ROLL CALL

Mayor Scott Dudley
Six Members of the Council,
- Rick Almberg
- Jim Campbell
- Tara Hizon
- Beth Munns
- Joel Servatius
- Bob Severns

Steve Powers, Interim City Administrator
Bill Hawkins, City Attorney
Cathy Rosen, Public Works Director
Eric Johnston, City Engineer
Jessica Neill-Hoyson, HR Manager
Mike McIntyre, Senior Services Director
Rick Wallace, Chief of Police
Renée Recker, Executive Assistant to the Mayor
Margery Hite, Special Counsel to the City

Mayor Pro Tempore Paggao was absent and formally excused from the meeting.

Mayor Dudley welcomed those present and encouraged members of the audience and Council to be respectful and courteous. He welcomed those viewing the meeting via television and live streaming through the City's website.

The Agenda was approved as presented.

MINUTES

3/28/12 Special Meeting – Councilmembers Servatius and Campbell abstained as they were not in attendance at the meeting. The minutes were approved as presented.

4/3/12 Regular Meeting – Councilmember Campbell abstained as he was not in attendance at the meeting. The minutes were approved as presented.

NON-ACTION COUNCIL ITEMS

Proclamation – Earth Day

Councilmember Campbell presented the Proclamation to the City of Oak Harbor Environmental Educator, Maribeth Crandall. Ms. Crandell thanked the Mayor and Council and noted Earth Day will be celebrated on April 28th in conjunction with Holland Happening events. She added a movie regarding Arbor Day will be shown at the library on April 27th from 3:00 p.m. – 5:00 p.m.

Proclamation – Arbor Day

Councilmember Munns presented the Proclamation to Parks Manager Hank Nydam. Mr. Nydam thanked the Mayor and Council and noted a volunteer group will be planting over 100 trees and native plants at Ft. Nugent Park on May 5th. He added the City was recently recognized by the Arbor Day Foundation as a Tree City USA for the 9th consecutive year.

Public Comments

Paul Brewer, Oak Harbor. Mr. Brewer commended the City for the scheduled Earth Day activities and noted the partnership between the City and NAS for recycling efforts.

Mel Vance, Oak Harbor. Mr. Vance invited everyone to the east end of Windjammer Park the third Saturday of every month through October for kite flying activities.

There were no other public comments.

COUNCIL CONSIDERATION AND ACTION ON THE FOLLOWING MATTERS:

Consent Agenda

A. Noise Permit – Ruck in Remembrance 14.8 mile hike.
B. Reappointment – Arts Commission – K.C. Pohtilla.
C. Excused Absence – Councilmember Beth Munns, 5/1/12 meeting.
D. Agreements with North Whidbey Park and Recreation District: Recreational Services, Boat Rental Services, Water Recreational Protection Services.
E. Approval of Accounts Payable Vouchers (Pay Bills)

MOTION: Councilmember Cambell moved to approve Consent Agenda Items A through E with Item E paying Accounts Payable check numbers 149623-149625 and 149627-149757 in the amount of $148,670.28, Accounts Payable check number 149626 in the amount of $114.30, Accounts Payable check numbers 149617-149622 in the amount of $444.28 and Payroll check numbers 95471-95483 in the amount of $398,971.79. The motion was seconded by Councilmember Munns and carried unanimously.

ERCI Contract Amendment – Archaeology Recovery, Phase II

City Engineer Johnston advised the Mayor and Council the purpose of this agenda bill is to authorize the Mayor to sign an amendment to the existing Professional Services Agreement with Equinox Research and Consulting International (ERCI) for archaeology services related to the Archaeological Recovery Project. The proposed amendment would expand the scope of services to include the first eight weeks of field work once the Archaeological Excavation Permit is received (Phase 2). Mr. Johnston added the permit is taking longer to acquire than was anticipated, but it should be issued within the next two weeks.

Mr. Johnston noted the eight week timeframe should be sufficient to field test the recovery protocols and gauge the pace of the recovery effort. In addition, information gathered from this period will be used to project a reliable estimate for how much time and money will be needed to complete the project. Mr. Johnston noted that estimate would then be built into a second contract amendment covering Phase 3 which would cover the balance of the required field work.

Mr. Johnston added funding for this phase of the archaeology recovery is available within the funding plan previously authorized by Resolution 10-16 for the SE Pioneer Project. He noted this is possible because the actual construction costs for the project were less than the budgeted costs.

Mayor Dudley opened the meeting for public comment.

There being none, the comment period was closed.

City Engineer Johnston addressed questions of Council regarding costs associated with the amendment, overall project costs and the source of the funding. Councilmember Munns expressed appreciation to staff for the recent tour of the Pit Road site, noting it was educational and helpful in the decision-making process.

MOTION: **Councilmember Munns made a motion to authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with Equinox Research and Consulting International (ERCI) to expand the scope of services to include Phase 2 of the Archaeological Recovery project and increasing the not to exceed contract amount by $30,000 from $288,758.25 to $318,758.25. The motion was seconded by Councilmember Severns and carried unanimously.**

The Council took a five minute recess at 6:25 p.m.

Three Council motions from 4/3/12 meetings:

- **Parliamentary Procedure, Conduct, State/End Times, Comments**
- **Voting, to include a show of hands in addition to a verbal vote**
- **A policy or procedure to ban the wearing of hats in Council Chambers**

Mayor Dudley advised Council and members of the audience that normally we turn to City staff to introduce an agenda bill, once that introduction is made, public comment is taken and then the item is brought back to the City Council for discussion and possible action. Mayor Dudley added that due to the fact the next three bullet items have been introduced by City Council members, the procedure will be to take each bullet item and turn to each City Council member for introduction, turn to the public for comment, then to the City Council for discussion. Mayor Dudley turned to Councilmember Almberg to address the first bullet item.

Councilmember Hizon stated that due to the obvious level of interest in this item and the time it will take to discuss each one, she would like to make a **motion to table Agenda Item 6 all together for a future special meeting or workshop. The motion was seconded by Councilmember Almberg.**

Mayor Dudley noted this item had not been introduced yet and after introduction by the Councilmember responsible for the item and public comment, the item will be returned to the City Council for discussion. The item could then be tabled if the Council took such an action.

Councilmember Hizon stated she was under the impression the item had been introduced.

City Attorney Hawkins advised that Councilmember Almberg can table his motion if he so chooses and noted he was not aware if Councilmember Almberg seconded Councilmember Hizon's motion.

Councilmember Hizon withdrew her motion, Councilmember Almberg withdrew his second.

MOTION: Councilmember Almberg stated that due to the complex issue, he would like to table his original motion to have it be deferred to a future special meeting to be determined by staff and the Council to discuss Item #6 in its entirety. The motion was seconded by Councilmember Campbell.

Mayor Dudley noted he did not recognize the motion or the second because the item had not been introduced as he previously described. He reiterated his position the item be introduced by the Councilmember responsible for the item, public comment be taken and then the item can be discussed by the City Council for action.

City Attorney Hawkins advised the Mayor and Council that Councilmember Almberg introduced the item in the manner he desired, he made a motion to table his own issue, it was seconded and is now a non-debatable item that receives no public comment. The item now needs to go for a Council vote.

Councilmember Campbell noted that according to the agenda bill on this issue, matters introduced by a councilmember which are seconded by another councilmember and not on the agenda shall be set over to another **full** council meeting for consideration and action, if any.

Councilmember Servatius called for a point of order and asked if Councilmember Campbell's discussion is considered debating on a non-debatable motion.

Councilmember Hizon stated she would like to hear what Councilmember Campbell has to say.

City Attorney Hawkins asked Councilmember Campbell if his discussion was making a point and not debating the motion.

Councilmember Campbell advised he is making a point that the agenda bill states the Council needs all seven members to continue and there are only six members present.

City Attorney Hawkins advised at this point there is a motion and second on the floor and it is non-debatable.

The motion carried unanimously.

The Council took a five minute recess at 6:40 p.m.

Public Hearing – Sewer Code Revision
City Engineer Johnston advised the Mayor and Council the purpose of this agenda bill is to consider proposed changes to Chapter 14.03.061 of the Oak Harbor Municipal Code related to mandatory sewer connection. He added the proposed change extends the prohibition on requiring connection by grinder pump to December 31, 2017.

Mr. Johnston noted the draft ordinance was distributed for comment to those people who attended the LID special benefit workshop and added their email list to a contacts list. He noted two people responded with comments, one by email and one by telephone. Since the Ordinance under consideration at this time is narrowly focused on grinder pump connection, it is recommended that the comments be addressed with the broader, citywide policy discussion on septic systems and conversion to sewers currently underway as part of the wastewater treatment facility plan process.

Mayor Dudley opened the meeting to public comment.

Joanna Hardy, Oak Harbor. Ms. Hardy asked what the average cost would be for property owners to hookup to the system and what the monthly cost would be thereafter.

There being no further public comment, the comment period was closed.

In response to Ms. Hardy's question, City Engineer Johnston advised the flat rate monthly fee for the sewer connection will be approximately $42. He added for a routine, non-complicated connection to the system the fee could be between $10,000 and $15,000. He added cost is one of the reasons why staff is looking at a citywide policy.

MOTION: Councilmember Almberg made a motion to adopt Ordinance No. 1623 as recommended. The motion was seconded by Councilmember Severns and carried unanimously.

Waste Water Treatment Plant – Site Resolution
City Engineer Johnston advised the Mayor and Council this agenda bill proposes the adoption of a resolution related to candidate sites for a new wastewater treatment facility. Mr. Johnston noted this is a significant project for the City and there is never going to be an absolute perfect site – he added all six sites have their pros and cons. Mr. Johnston discussed the fact the project is running up against scheduling deadlines and it is staff's recommendation the City Council adopt Resolution No. 12-10 as presented. He advised Council it is never too late to look at other sites however this would be at a cost in dollars and time. He added any other sites are not likely to outrank what is currently under consideration.

He reviewed a power point presentation, attached as Exhibit A. Included in the presentation was a proposed schedule of Council actions & deadlines, an overview of the 6th site (Crescent Harbor North), public input from the April 11, 2012 Council Workshop and an overview of the 2010 Wastewater Rate Study and Assumptions.

Included in the presentation was information regarding the six site alternatives such as the process to be used (AS or MBR), the number of triple bottom line and objectives met, how projects are "phased-in" over time, project cost summaries and recommended alternatives. Included in the site discussion, Mr. Johnston noted the site itself would not necessarily be the site that is pinpointed on the map – but in the general vicinity.

Mr. Johnston introduced Carollo Project Manager, Brian Matson, who provided a summary of the presentation and addressed questions of Council. Topics discussed included the new outfall into Oak Harbor Bay, project phasing and assumptions made in making the recommendation for the preferred two sites. Mr. Matson reviewed key points associated with the two recommended sites – Windjammer and Crescent Harbor North. He added both sites have opportunities and challenges and discussed ways to reduce up-front costs to control rates by phasing in the schedule. He concluded by reviewing the steps to be followed after the Council provides direction.

Mayor Dudley opened the meeting to public comment.

Teron Rice, Oak Harbor, discussed cost savings associated with the Windjammer Park site and the new technology associated with treatment facilities. He is in support of the Windjammer Park site.

Joanne Hardy, **Oak Harbor**, discussed costs associated with the project, funding sources and the relocation of the existing ball fields. She encouraged the Council to choose the Windjammer Park site.

Scott Richards, **Oak Harbor**, discussed the project from a "business" standpoint regarding cost savings and encouraged the Council to choose the Windjammer Park site.

Dee Harbour, **Oak Harbor**, advised the Mayor and Council she is a member of the Park Board and asked that should the Windjammer Park site be chosen, no additional park land be used.

Tricia Miller, Oak Harbor, lives by the Crescent Harbor North site and discussed water and drainage concerns. She expressed support for the Windjammer Park site.

Helen Chatfield-Weeks, Oak Harbor, complimented staff for their presentation and expressed her belief the Council will make the best decision.

John Koetje, Oak Harbor, read a letter from Corky Bridgeford regarding the benefits of the Crescent Harbor North site and encouraged the Council to consider a waiver of hook-up fees to property owners who choose to sell their land for the site.

Russell Hardy, Oak Harbor, noted he owns 1/3 of the well with the property owners who are offering to sell their land and he has not made up his mind if he would let them buy him out.

Shane Hoffmire, Oak Harbor, discussed increased rates associated with the project, the importance of not using more park land and expressed support for the Windjammer Park site.

Paul Brewer, Oak Harbor, expressed concern regarding the population figures used to compute the size of facility needed. He added Oak Harbor is not growing right now and a smaller facility could be built with possible expansion in the future. He would not want to see more park land used and encouraged the Council to look at available property in the area of Windjammer Park.

Mel Vance, Oak Harbor, expressed his belief that no one in the City has any idea of what the City Council is doing and the City should go back out to the people to see if they want the facility at Windjammer Park. He wants more public input.

Island County Commissioner Angie Homola advised the Mayor and Council she is not speaking on behalf of the full Board of Commissioners. She encouraged the City to work closely and proactively with the County and noted the County would help the City in any way they can.

Billy Cook, Oak Harbor, noted the cost savings associated with the Windjammer Park location and expressed support for that site.

Cecil Pierce, Oak Harbor, noted this meeting is one of the most professional meetings he has seen in a long time. He asked about the possible relocation of the ball fields and who would pay for the associated costs.

Hap Fakkema, Oak Harbor, thanked Council for the comment opportunity and staff for the informative presentation. He encouraged Council and staff to consider the Beachview Farm as a third alternative. He discussed his farm in general, projected growth and the possibilities of more amenities in the vicinity of the facility should that site be chosen. He added that location would be the perfect opportunity for the City and County to work together.

There being no further public comment, the comment period was closed.

The Council took a five minute recess at 7:55 p.m.

Mr. Johnston and Mr. Matson addressed questions regarding drainage, wetlands, the inclusion of activated sludge in the discussion as a means of cost reduction, the fact the facility would be sited within the vicinity of the designated site taking into consideration the sites particular pros and cons, phasing and what actions will take place once a decision has been made.

Councilmember Munns discussed the possibility of adding a third site for consideration as suggested by Mr. Fakkema and the costs associated with that decision as well as the

timing issue. She added the Council would have to authorize more funding to study the additional site. She discussed the population numbers used and the need to plan for growth.

City Engineer Johnston addressed her comments and discussed the need to carefully choose the design capacity number – he added staff will reevaluate the number as no one wants to build a facility that is too big. He added once direction is given staff will proceed with further evaluation of the chosen sites. Mr. Matson added the the ecology regulatory agency requires a 20 year plan based on growth numbers, but not in the first year. He discussed project phasing.

Discussion continued regarding the lagoon, activated sludge, the fact the Beachview Farm is not in the City's UGA, the possibility of installing lift stations, the potential for growth in the Goldie Road Annexation area, costs associated with adding a third site ($30,000), the possibility of adding to the list after the Resolution is adopted, the archeological assessment of the potential locations and changes to the existing utility rates.

MOTION: Councilmember Almberg made a motion to adopt Resolution No. 12-10 with the addition of the word "vicinity" after each location listed in 2(a)(b). Councilmember Munns seconded the proposed amendment.

The amendment to the motion carried unanimously.

MOTION: Councilmember Almberg made a motion to adopt Resolution No. 12-10 as amended. Councilmember Hizon seconded the motion.

Councilmember Servatius suggested the Council consider the addition of Beachview Farm as an additional site.

Councilmember Hizon noted this issue has been before Council for over a year and it is time to make a decision. She added there is some flexibility in the Resolution and the Council needs to demonstrate an effort to go forward with a site decision.

The motion was approved unanimously.

Introduction - Personnel Code Update and Handbook Repeal
Interim City Administrator Powers introduced Human Resources Manager Neill-Hoyson who will present this agenda bill. He added Ms. Margery Hite, Special Counsel to the City, is also in attendance to answer questions. Ms. Neill-Hoyson distributed the proposed new policy manual to the Mayor and Council. She advised the purpose of this item is to introduce one ordinance and a resolution concerning the personnel policies applicable to non-represented City Employees. She added a second housekeeping ordinance will follow to ensure the rest of the Code is consistent with the proposed changes. She noted the ordinance is needed to clarify the City Council's policies on wages, hours and conditions of employment. The resolution is necessary to repeal the Personnel Policies Manual since it will conflict with the new ordinance, if they are adopted.

Ms. Neill-Hoyson reviewed a powerpoint presentation attached as Exhibit B. She noted the Personnel Code sets legislative policy by topic and delegates the implementation to the Mayor. She added the Employee Policy Manual is what administers legislative policy as set by the Council. Topics discussed by Ms. Neill-Hoyson included the current personnel code, the history of the project, the need to set legislative policy on important personnel matters, recruitment and hiring practices, compensation, health insurance benefits, work hours, leave, employment discrimination, at-will employees, code of ethics, interactions with bargaining units, the upcoming housekeeping Ordinance and supplemental Resolution, the timeline for consideration and adoption and Council policies.

Mayor Dudley opened the meeting to public comment.

Mel Vance, Oak Harbor, suggested the proposed code of ethics include elected officials as well.

There being no further public comment, the comment period was closed.

Staff addressed questions of Council regarding the definition of a work week and the City's current policies.

Councilmember Munns asked if once the City has a record of offering a certain level of health care benefits, could they be lowered to a lesser level.

Ms. Hite clarified that in terms of what the City can change, yes – they could be changed but it would have to be negotiated with the bargaining units. She added the status quo is what the City would begin with. She added the change in benefits would be a fairness issue and the City would also have to make it fair to those who are not represented.

Councilmember Hizon asked what the appropriate method would be to forward comments she has received from employees to staff for consideration.

Ms. Neill-Hoyson suggested she give them to her informally.

City Attorney Hawkins advised the Council of two separate informational sessions for employees scheduled for April 18th – one at City Hall and one at Public Works. This will be an opportunity for employees to ask questions and provide comment on the proposed new handbook, which will be incorporated into the final product.

Councilmember Almberg asked what motivation a non-represented employee would have to not join a union to protect themselves.

Ms. Neill-Hoyson advised the Council the new handbook does not take away any rights the employees currently have. She added it has been the history of the City to treat non-represented employees as if they are represented and that is how the City is intending to continue. She added, however, there are no guarantees and they would have no contract.

Councilmember Almberg expressed concern about that issue and noted the number of non-represented employees is smaller than represented.

Special Counsel Hite noted the Personnel Code would become the contract for the non-represented employees and the City is not changing those provisions.

Discussion followed regarding the upcoming employee meeting, the fact the employees got the proposed handbook last week, employee comments that are being received by some Council members, and the fact it looks like the Mayor will take on more responsibility (and liability) and the Council will have less. Council asked that staff provide them with the questions and answers that are generated from the employee meetings.

Discussion was held regarding Ordinance Section 2.34.055 and the provision the employees currently in the positions listed in section (1) will have no later than six months from the date of adoption of the ordinance to enter into an employment contract.

Ms. Neill-Hoyson noted that if the employee on the list does not want to enter into an employment contract they would continue under their current contract, or if they don't currently have a contract, they would continue with their current employment status. They still could be for cause. She added the employees on the list are currently at-will employees and none are for cause employees being changed to at-will.

Special Council Hite noted that in a Mayor-Council form of government, the City Council sets the legislative policies which are then carried out by the Mayor.

Councilmember Servatius advised he will provide comments via email and asked for clarification from the City Attorney as to whether it would violate open public meeting laws to copy the other Council Members on his email.

City Attorney Hawkins advised it would not be a good idea to copy the other Council Members and suggested all comments be forwarded to City staff for distribution.

Councilmember Hizon encouraged all City employees to attend the session and encouraged them to voice their concerns in detail. She added their comments will help the Council when they decide what is best with the employees.

MOTION: Councilmember Munns made a motion to set May 15, 2012 as the public hearing date to consider adoption of both the Ordinance and Resolution. The motion was seconded by Councilmember Hizon. The motion carried unanimously.

Future City Council Pending Items
As noted in the agenda packet.

Interim City Administrator Comments
Interim City Administrator Powers noted the City had a successful Whidbey Island Marathon weekend. With regard to recent discussion on parliamentary procedure, Mr. Powers advised the Mayor and Council staff has been in contact with Parliamentarian

Ann McFarlane and is in the process of narrowing down dates for training. Mr. Powers advised that staff will schedule a special meeting late May or early June to discuss collective bargaining. Mr. Powers announced the City's Wellness Committee earned the AWC Well City Award for the 7th year in a row. He noted this award provides both tangible and intangible benefits to the City as the City receives a break on health care premiums as a result of the award. He thanked Committee members Lisa Bebee, Angela Braunstein, Dina Nichols, Kim Perrine, Janet Sabalausky and Tim Shelley. Mr. Powers noted the next City Council Retreat date is still tracking for December 8, 2012.

Councilmember Comments

Councilmember Campbell advised he had nothing to report at this meeting.

Councilmember Almberg noted as standing committee meetings are now being televised, he had nothing to report.

Councilmember Munns encouraged the Council to read a recent correspondence from the AWC Legislative Director.

Councilmember Severns announced the Island County Economic Development Committee will meet on June 15, 2012 from 11:00 a.m. to 1:30 p.m. at the Best Western Hotel. He added Senator Haugen will be in attendance as will Representatives Bailey and Smith.

Councilmember Hizon announced the Youth Services Board will meet April 18th at the United Way office at 5:15 p.m. She encouraged the public to continue with their good comments and is excited about the streaming of Council meetings and Facebook.

Councilmember Servatius advised he has received a surprising amount of feedback recently and continues to welcome people to contact him on his city email and phone.

Mayor's Comments
Mayor Dudley reiterated the Whidbey Island Marathon information and expressed appreciation to Race Director Tamra Sipes and Executive Assistant Karen Crouch for their efforts. He noted Holland Happening is fast approaching.

There being no further business to come before the Council, the meeting was adjourned at 9:40 pm

_____
Karen Crouch, Executive Assistant

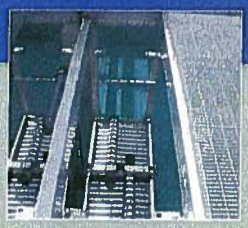
EXHIBIT A


City of
Oak Harbor
WHIDBEY ISLAND WASHINGTON
Oak Harbor Facilities Plan
City Council Meeting
April 17, 2012
carollo
Engineers...Working Wonders With Water®
BHC
CONSULTANTS

Tonight's Agenda

- Schedule
- Overview of 6th Site (Crescent Harbor North)
- Public Comments Summary
- Overview of 2010 Rate Study
- Briefly Summarize Workshop Presentation
- Questions?

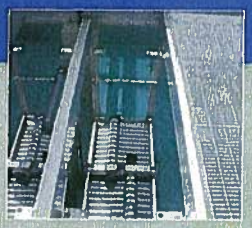
Schedule



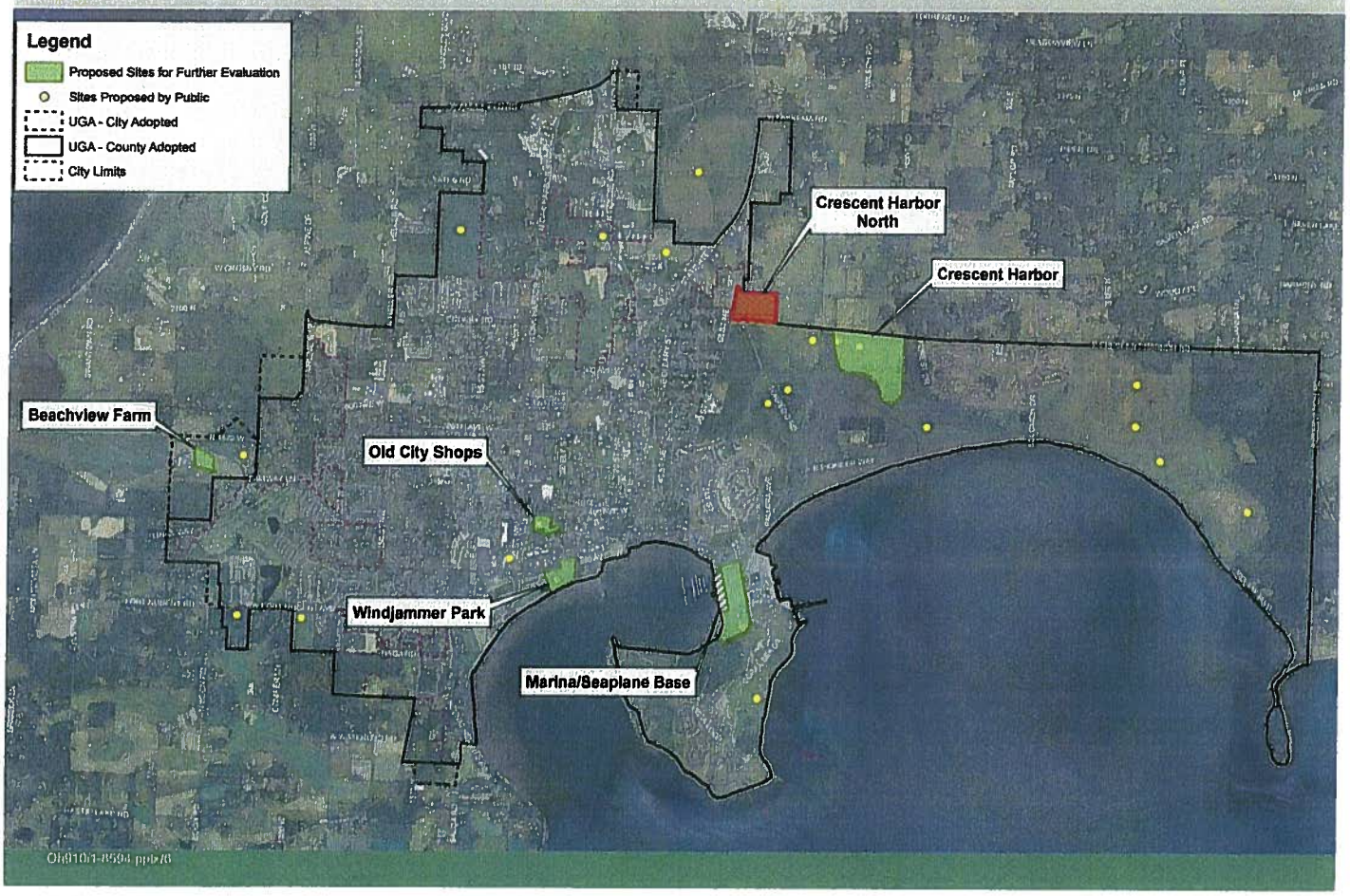
Schedule - Council Actions & Deadlines

- April 18 - Action on Resolution
- August 14 - Resolution on final, preferred site
- October 16 - Resolution on phasing plan
- December 18 - Resolution on facility plan for submittal to Department of Ecology
- December 31, 2012 - Required facility plan submittal deadline
- December 31, 2014 - Required engineering design plan submittal deadline

Overview of 6th Site

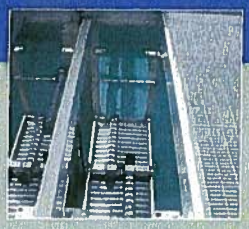


Six Sites Included in Resolution 12-05



Crescent Harbor North Site Map

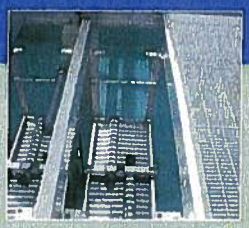
Summary of Public Comment



Public Input from April 11, 2012

- Continue public involvement throughout process
- 4 written comments received
  - 2 in favor of Crescent Harbor North
  - 2 in favor of Windjammer
- Unwritten feedback:
  - Site-specific conditions at Crescent Harbor North must be addressed
    - Drainage, wet lowland areas
    - Aesthetics/screening are important
    - Be consistent with rural land use
  - Maintain affordability of sewer rates
  - Take a long-term view for the project

Overview of 2010 Rate Study



2010 Wastewater Rate Study

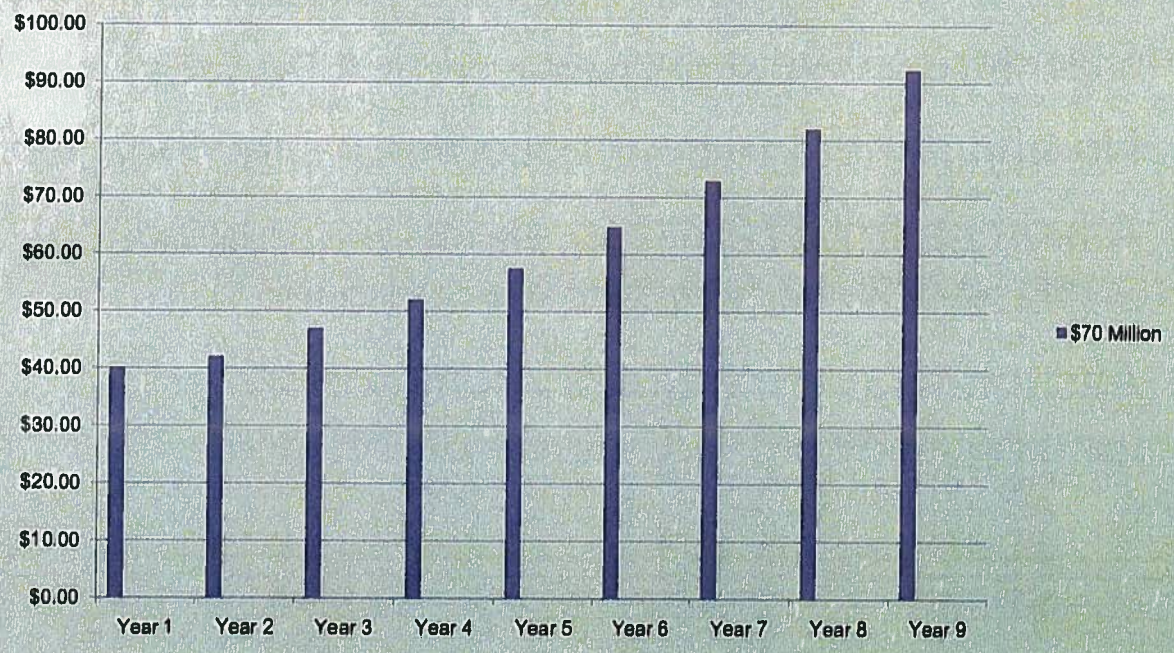
- Cost of Service Analysis
  - Differing costs for different customer classes
- Accounted for Capital projects listed in 20 year Comprehensive plan
- Includes an assumed $70 million capital expense for wastewater plant
  - Now listed in CIP but was not listed during development of rate study
- Council adopted recommendations for progressive rate increases in water, sewer and storm drainage (Ord 1587)

2010 Wastewater Rate Study- Assumptions

- 6% Interest rate on standard revenue bond
- Standard 20 year payback period on bond
- No adjustment to connection/capacity charges
- Assumes full $70million expenditure between 2016 and 2017 for plant construction
- Assumes no contribution from outside sources or funding partners (US Navy, grants etc)

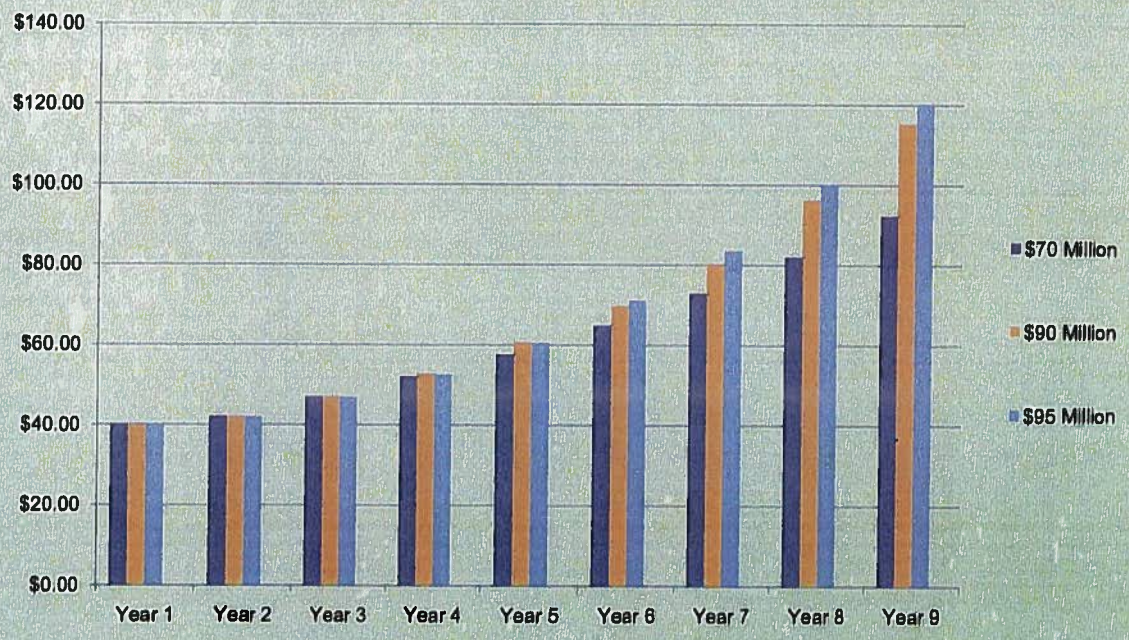
2010 Wastewater Rate Study

Average Single-Family Monthly Bill - Projected Rate Increases									
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
$70 Million	$40.00	$42.00	$47.00	$52.00	$57.50	$64.75	$72.85	$81.95	$92.20



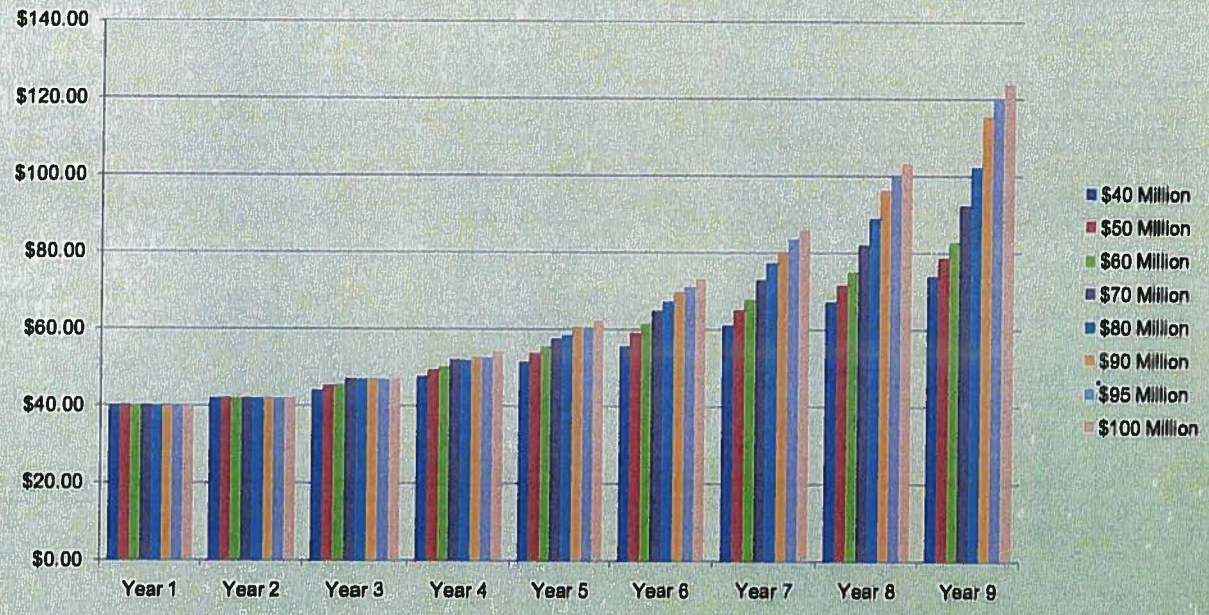
2010 Wastewater Rate Study

Average Single-Family Monthly Bill - Projected Rate Increases									
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
$70 Million	$40.00	$42.00	$47.00	$52.00	$57.50	$64.75	$72.85	$81.95	$92.20
$90 Million	$40.00	$42.00	$47.00	$52.65	$60.55	$69.65	$80.10	$96.10	$115.30
$95 Million	$40.00	$42.00	$47.00	$52.65	$60.55	$71.15	$83.60	$100.30	$120.35

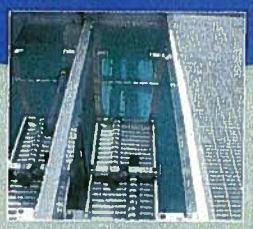


2010 Wastewater Rate Study

Average Single-Family Monthly Bill - Projected Rate Increases									
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
$40 Million	$40.00	$42.00	$44.10	$47.65	$51.45	$55.55	$61.10	$67.20	$73.90
$50 Million	$40.00	$42.00	$45.15	$49.20	$53.65	$59.00	$64.90	$71.40	$78.55
$60 Million	$40.00	$42.00	$45.55	$50.35	$55.65	$61.50	$67.95	$75.10	$83.00
$70 Million	**$40.00**	**$42.00**	**$47.00**	**$52.00**	**$57.50**	**$64.75**	**$72.85**	**$81.95**	**$92.20**
$80 Million	$40.00	$42.00	$47.00	$52.00	$58.50	$67.25	$77.35	$88.95	$102.30
$90 Million	$40.00	$42.00	$47.00	$52.65	$60.55	$69.65	$80.10	$96.10	$115.30
$95 Million	$40.00	$42.00	$47.00	$52.65	$60.55	$71.15	$83.60	$100.30	$120.35
$100 Million	$40.00	$42.00	$47.00	$54.05	$62.15	$73.05	$85.85	$103.00	$123.60



April 11 Workshop Summary

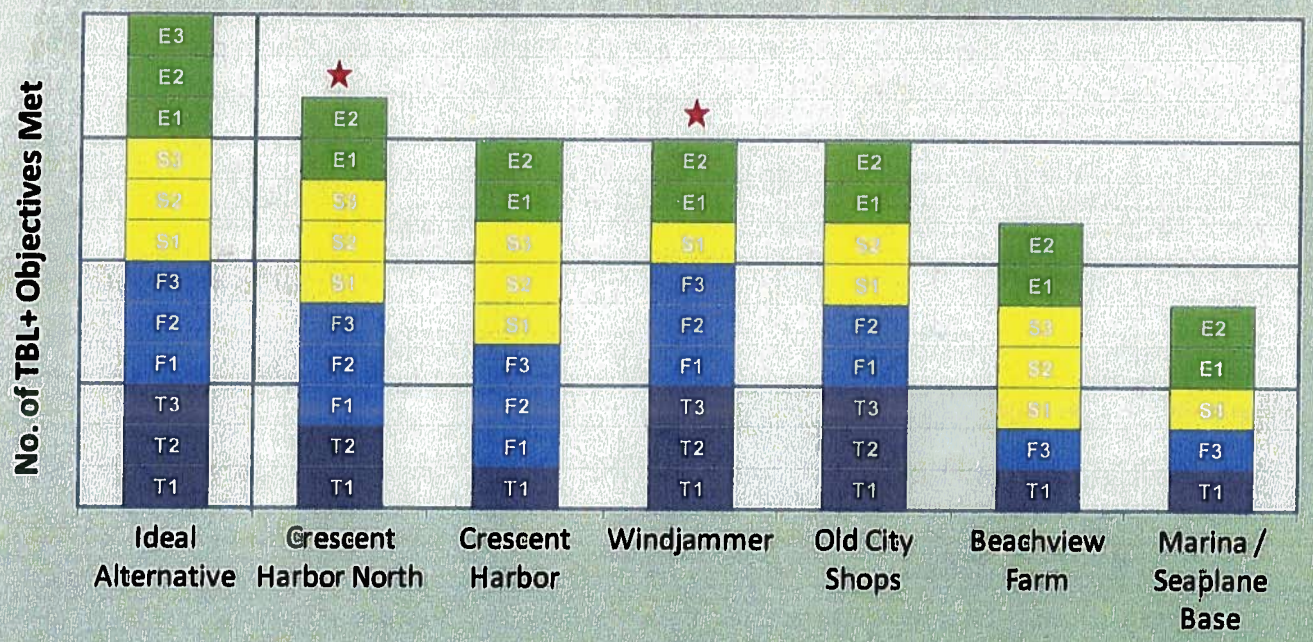


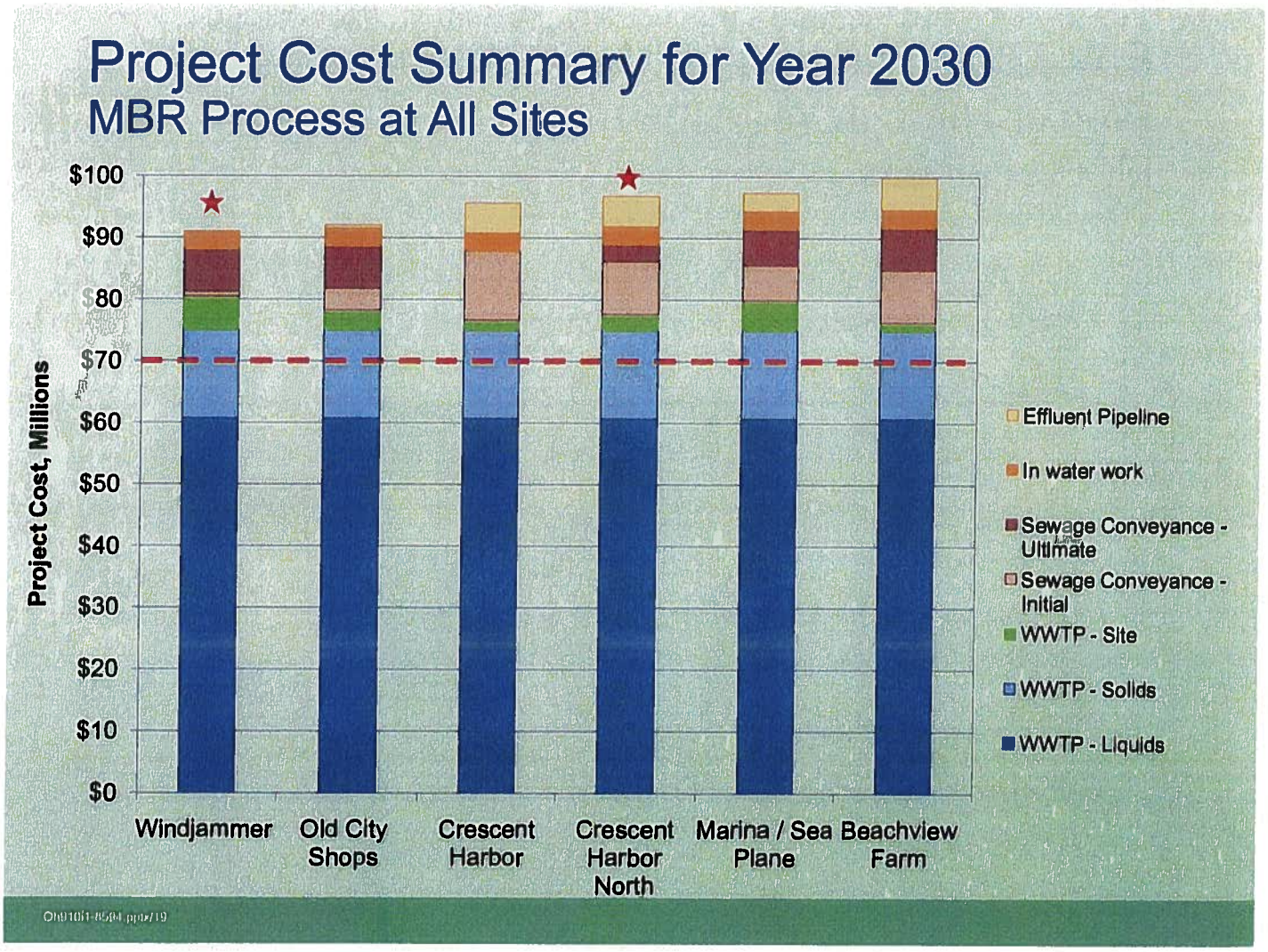
Alternatives Presented on April 11, 2012

Site	Process	Discharge
Crescent Harbor North	MBR (1)	Oak Harbor
Crescent Harbor	MBR (1)	Oak Harbor
Windjammer	MBR	Oak Harbor
Old City Shops	MBR	Oak Harbor
Beachview Farm	MBR (1)	Oak Harbor
Marina/Seaplane Base	MBR	Oak Harbor

(1) Activated Sludge (AS) possible to reduce cost of initial phase.

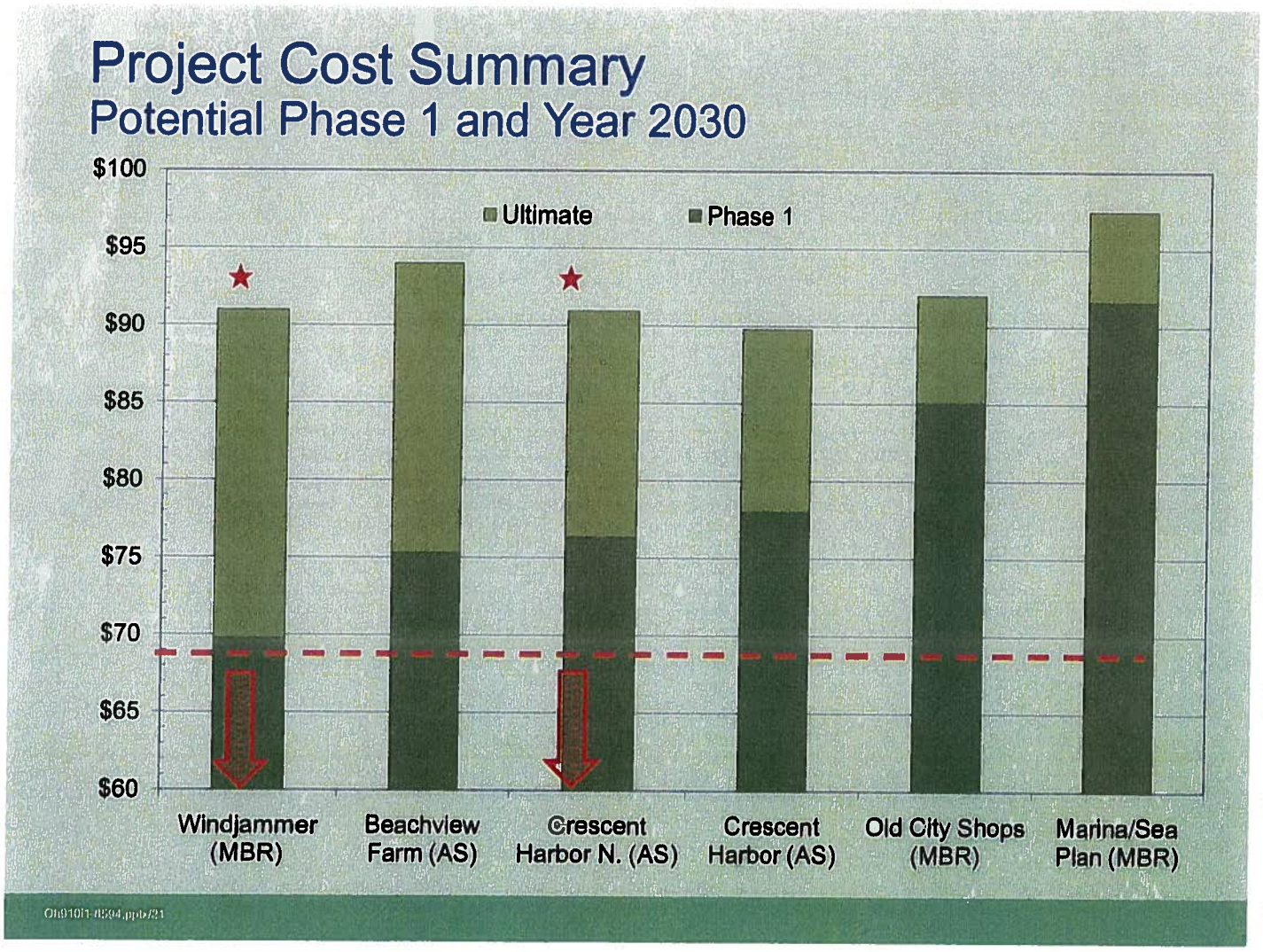
Full TBL+ Summary of Sites/Alternatives
Project Through Year 2030
MBR at all Site




Project Cost Summary for Year 2030
MBR Process at All Sites
Project Cost, Millions
$100
$90
$80
$70
$60
$50
$40
$30
$20
$10
$0
Windjammer
Old City Shops
Crescent Harbor
Crescent Harbor North
Marina / Sea Plane
Beachview Farm
Effluent Pipeline
In water work
Sewage Conveyance - Ultimate
Sewage Conveyance - Initial
WWTP - Site
WWTP - Solids
WWTP - Liquids

Projects are "phased-in" over time in several ways…

- Phase-in WWTP capacity
  - Design for lower flows/loads now; expand to meet higher flows/loads in the future
- Phase-in WWTP components
  - Build new liquid stream now; defer solids treatment (i.e. continue to use existing Seaplane Base Lagoon)
- Phase-in WWTP "performance"
  - Design for less restrictive permit limits now; expand to meet more restrictive limits in the future
- Phase-in wastewater conveyance
  - "Just-in-time" installation/expansion of pipes/pumps for wastewater


Project Cost Summary
Potential Phase 1 and Year 2030
$100
$95
$90
$85
$80
$75
$70
$65
$60
Ultimate
Phase 1
Windjammer (MBR)
Beachview Farm (AS)
Crescent Harbor N. (AS)
Crescent Harbor (AS)
Old City Shops (MBR)
Marina/Sea Plan (MBR)

Recommended Alternatives

1. Consider two sites for further evaluation:
   - Windjammer Park
   - Crescent Harbor North
2. Develop final alternatives around membrane bioreactor (MBR) process
   - Consider AS at Crescent Harbor North
3. Discharge treated effluent through new outfall into Oak Harbor Bay
   - Evaluate opportunities for beneficial reuse

Final Thoughts

Our recommendation is based on the following key points:

- Windjammer MBR
  - Best opportunity to complete an initial phase below $70M target while controlling long-term cost
  - Highest quality treated water for current and future environmental protection
  - Required to justify decision to use more expensive alternative
- Crescent Harbor North AS
  - Meets defined "Social" objectives for the Project
  - Very close to the lowest Phase 1 / Ultimate cost
  - Defined site acquisition and permitting process

Next Steps Following Council Direction

- Develop information to directly compare and differentiate sites
  - "Master Plan" concepts at each location:
    - Where on the site could the facility go?
    - How would/could adjacent property fit in?
  - Added detail for the community:
    - What might the facility look like?
    - What kind of neighbor would this facility be?
  - Updated cost information:
    - Finalize estimated costs for "engineering" elements
    - Fine-tune "site-specific" costs
  - Compare Phase 1, long-term rate impacts

Questions?

EXHIBIT B

PERSONNEL CODE UPDATE AND HANDBOOK REPEAL

Purpose

Agenda bill introduces one ordinance and a resolution concerning the personnel policies applicable to non-represented employees.

The Ordinance is needed to clarify Council's policies on wages, hours and conditions of employment.

The resolution is necessary to repeal the Personnel Policies Manual, as it will conflict with the new ordinance, if adopted.

Definitions

- Personnel Code
  - Sets legislative policy by topic and delegates implementation to the mayor
  - Example **Employment Discrimination**
    - *"Employment discrimination complaints shall be expedited for prompt and fair resolution and shall be confidential to the extent practicable, consistent with public disclosure laws and due process"*

Definitions continued

- Employee Policy Manual
  - Administers legislative policy set by council
  - Example **EEO Discrimination Complaint Procedure**
    - "The Purpose of the EEO Discrimination Complaint procedure…is to promote equal employment opportunities for City employees by providing a means for internal resolution of sexual harassment complaints, and/or discrimination complaints which are based on age, marital status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability."

Background

- Current personnel code does not clearly outline Council policy
- Employee Handbook (Manual) was not written to administer Council policy
- Current personnel code has delegation to Mayor to administer Council policy
- Employee Handbook (Manual) adopted via council resolution causing updating difficulties

History

- Staff began work on this project in January of 2011
- Project had been on the HR "to do" list for many years
- Rough drafts were complete in November of 2011
- Informally introduced to Council at the March 3rd retreat

Need to Set Policy

Code revision seeks to set legislative policy on important personnel matters.

Council can and should discuss proposed policy being set and consider whether these are the right policies.

Recruitment and Hiring

It is the policy of the City of Oak Harbor that employees shall be selected **on the basis of merit and fitness to perform the duties of the position for which the employee is hired.**

Compensation

1. It is the policy of the City of Oak Harbor to pay adequate levels of compensation to city employees. Providing adequate compensation to city employees promotes productivity, reduces turnover, and improves the city's ability to attract and retain qualified personnel to carry out the functions of city government. **Compensation should reflect the market for such personnel in the region.**

Compensation continued

2. The human resources manager is directed to develop a **wage and salary schedule** for all regular positions within city government. The human resources manager shall prepare a current wage and salary schedule for presentation to the city council **for consideration and adoption at the time of the adoption of the biennial budget.** The wage and salary schedule, together with the current description of all regular positions within city employment to be known as "**the classification plan**", shall be adopted as part of the biennial salary ordinance.
4. At the time of adoption of the wage and salary schedule, the city council shall decide whether to set a cost of living adjustment (COLA) for regular employees not subject to collective bargaining agreement.

Health Insurance Benefits

1. It is the policy of the City of Oak Harbor to provide health insurance benefits to its employees at a level which is comparable to benefits provided by other local municipal government entities in the state of Washington. Health insurance benefits for city employees promote the health and well-being of city employees, reduce the use of sick leave, and promote employee retention.

Health Insurance Benefits continued

2. The level of benefits offered to city employees shall be established by the city council through the biennial salary ordinance. Part-time employees working less than twenty (20) hours per week shall not be entitled to health care benefits unless otherwise provided in an employment contract. The human resources manager shall prepare the benefit plan for city council approval.
3. Because an active wellness program has been shown to reduce employee use of sick leave, improve productivity and reduce the need for health care services, the city council authorizes the participation of the city of Oak Harbor in the wellness program offered by the city's health care administrator.

Hours of Work

1. For purposes of the Fair Labor Standards Act and the Washington Minimum Wage Act, the City of Oak Harbor declares the work period to be forty (40) hours, Monday through Sunday, for all regular employees, except police and fire department employees. The work period for police and fire employees shall be established by the mayor or his/her designee and set out in their respective collective bargaining agreements.
2. The human resources manager and the finance director are directed to establish work hour recording and compensation procedures to comply with state and federal law.

Leave

1. It is the policy of the City of Oak Harbor to comply with all state and federal leave laws. The human resources manager is directed to establish procedures and practices to ensure that the city complies with such laws and can demonstrate compliance.
2. It is the city's policy to coordinate leave granted to city employees with leave requirements of state and federal law so that city-granted leave is counted towards fulfillment of any state and federal requirements. The human resources manager is directed to establish procedures and practices to coordinate city-granted leave with state and federal requirements; to minimize conflicts; and to maximize credit of city-granted leave towards state and federal requirements.

Employment Discrimination

1. The City of Oak Harbor shall not discriminate against any employee on the basis of being a member of any class protected under state or federal law nor shall the city retaliate against any employee for asserting any rights to be protected from discrimination as prohibited by state or federal law. Allegations of sexual or racial harassment are employment discrimination claims. Employee complaints of prohibited employment discrimination shall be subject to an employment discrimination grievance process. The human resources manager shall develop and publish the procedures for the employment discrimination grievance process and post those procedures for ready employee access.
2. **Employment discrimination complaints shall be expedited for prompt and fair resolution and shall be confidential to the extent practicable, consistent with public disclosure laws and due process.**

"At-will" Employees

The code presently lists employees "not covered" by the personnel rules and later states that, "Positions listed in OHMC 2.34.030(7)(c) through (j) shall be at-will employees of the city…" The current personnel handbook, provides a conflicting list.

"At-will" Employees continued

A new list is proposed in the personnel code to clarify "At-will" positions.

- City Administrator;
- Finance Director;
- City Attorney and any assistant city attorneys'
- Chief of Police;
- Fire Chief;
- Development Services Director;
- Public Works Director;
- Executive Assistant to the Mayor.

"At-will" Employees continued

Employment Contracts

The conditions of employment for "at-will" employees are set by individual employment contract, approved by city council. This allows for negotiation on an individual basis, while seeking standard contract terms for the most part.

"At-will" Employees continued

Employment Contracts

3. Employees holding the above-listed positions at the time of adoption of this ordinance who do not already have employment contracts with the city or whose contracts have not been revised in the previous five years **shall be offered employment contracts providing the terms of service and compensation as approved by the city council.** Such contracts shall be prepared for city council approval no later than six (6) months from the date of adoption of this ordinance. **Employees who decline to enter into contracts of employment offered to them pursuant to this subsection shall continue in their status at the time of adoption of this ordinance** until separation from city service and shall not be entitled to any of the rights or benefits conferred upon the above-listed positions by contracts established pursuant to subsection 2 above.

Code of Ethics

1. Highest standards of professionalism and customer service are expected of city of Oak Harbor employees. The human resources manager is directed to incorporate a code of ethics in public service in the standards of conduct that reflect these values.
2. The code of ethics shall describe and prohibit nepotism, conflicts of interest, and official misconduct by city employees.

Interactions with Bargaining

- Any changes to the Code or Policy Manual that affect wages, hours and working conditions will need to be bargained
- Four contracts open for bargaining in 202
  - Public Works
  - Marina
  - Police
  - Fire

Housekeeping Ordinance and Supplemental Resolution

- Ordinance addressing language cleanup for other areas of the code necessary to make all code consistent.
- Resolution addressing continuation of the Shared Leave Program and the Opt-out Program until both programs are evaluated.

Timeline

- April 17th
  - Introduction of Personnel Code update and Handbook Repeal
- May 1st
  - Introduction of Housekeeping Ordinance and Resolution for Shared Leave and Opt-out
- May 15th
  - Presentation for adoption of all items above

Council Policies

Council should consider if there are matters not covered here that the city council would like to make legislative policies in the personnel code.

QUESTIONS?

City of Oak Harbor

OFFICE OF THE MAYOR
SCOTT DUDLEY
MAYOR

PROCLAMATION IN RECOGNITION OF

BIKE TO WORK MONTH

MAY 2012

WHEREAS, For more than a century, the bicycle has been a part of the lives of most Americans; and

WHEREAS, millions of Americans engage in bicycling as an environmentally sound form of transportation, an excellent form of fitness, and provides quality family recreation; and

WHEREAS, the education of cyclists and motorists as to the proper and safe operation of bicycles is important to the safety and comfort of all users; and

WHEREAS, the League of American Bicyclists and independent bicyclists throughout the state are promoting greater public awareness of bicycle operation and safety education in an effort to reduce accidents, injuries and fatalities; and

WHEREAS, the League of American Bicyclists has named Oak Harbor a "Bicycle Friendly Community".

NOW, THEREFORE, WE, Scott Dudley, Mayor, and Councilmembers of the City of Oak Harbor do hereby proclaim **May 2012** as **Bike to Work Month.**

Signed this 1st day of May, 2012

Scott Dudley, Mayor

City of Oak Harbor

OFFICE OF THE MAYOR
SCOTT DUDLEY
MAYOR

PROCLAMATION IN RECOGNITION OF

NATIONAL NURSES WEEK

With the Theme: "Different Roles, One Profession"

WHEREAS, The nearly 2.9 million registered nurses in the United States comprise our nation's largest health care profession; and

WHEREAS, the depth and breadth of the registered nursing profession meets the different and emerging health care needs of the American population in a wide range of settings; and

WHEREAS, the American Nurses Association, as the voice for the registered nurses of this country, is working to chart a new course for a healthy nation that relies on increasing delivery of primary and preventive health care; and

WHEREAS, a renewed emphasis on primary and preventive health care will require the better utilization of all of our nation's registered nursing resources; and

WHEREAS, professional nursing has been demonstrated to be an indispensable component in the safety and quality of care of hospitalized patients; and

WHEREAS, that more qualified registered nurses will be needed in the future to meet the increasingly complex needs of health care consumers in this community.

NOW, THEREFORE, WE, Scott Dudley, Mayor, and Councilmembers of the City of Oak Harbor do hereby declare the week of **May 7 through 13, 2012** as **National Nurses Week** along with the American Nurses Association, Naval Hospital Oak Harbor and the NHOH Nurses Association in celebration of the ways in which registered nurses strive to provide safe and high quality patient care and map out the way to improve our health care system. We ask that all residents of this community join in honoring the registered nurses who care for all of us. That the residents of Oak Harbor celebrate the accomplishments and efforts of our registered nurses to improve our health care system and show our appreciation for the nation's registered nurses not just during this week, but at every opportunity throughout the year.

Signed this 1st day of May, 2012

Scott Dudley, Mayor

City of Oak Harbor
City Council Agenda Bill

Bill No. 4

Date: MAY 1, 2012

Subject: **PUBLIC COMMENTS**

FROM: **Scott Dudley, Mayor**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

PSP Steve Powers, Interim City Administrator
Doug Merriman, Finance Director
Bill Hawkins, City Attorney

SUMMARY STATEMENT

City Council will accept public comments for items not otherwise on the agenda for the first 15 minutes of the Council meeting. You may also speak to any of the consent agenda items.

City of Oak Harbor
City Council Agenda Bill

Bill No. C/A 5A
Date: May 1, 2012
Subject: Excused Absence Request
Councilmember Jim Campbell

FROM: Scott Dudley
Mayor

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Steve Powers, Interim City Administrator
Doug Merriman, Finance Director
Bill Hawkins, City Attorney as to form

PURPOSE

The purpose of this agenda bill is to present and approve Councilmember Jim Campbell's excused absence request for the June 19, 2012 City Council meeting.

AUTHORITY

Per RCW 35A.12.060: *...A council position shall become vacant if the councilmember fails to attend three consecutive regular meetings of the council without being excused by the council.*

SUMMARY STATEMENT

Councilmember Campbell has submitted an excused absence request for the June 19, 2012 City Council meeting.

STANDING COMMITTEE REPORT

N/A

RECOMMENDED ACTION

Approve Councilmember Campbell's excused absence for the June 19, 2012 City Council meeting.

ATTACHMENTS

None

MAYOR'S COMMENTS

City of Oak Harbor
City Council Agenda Bill

Bill No. d/A 5B
Date: May 1, 2012
Subject: Approval of Accounts Payable Vouchers

FROM: **Doug Merriman, Finance Director**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Scott Dudley, Mayor
Steve Powers, Interim City Administrator
Bill Hawkins, City Attorney, as to form

SUMMARY

Oak Harbor Municipal Code Chapter 3.72 establishes procedures for claims (vouchers) payment. The documentation that regularly supports the signature cover sheets is included in this agenda packet. Claim cover sheets will continue to be on hand prior to the City Council meeting for City Council signatures.

AUTHORITY

Oak Harbor Municipal Code Chapter 3.72.

RECOMMENDED ACTION

Approve accounts payable vouchers.

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
149758	4/13/2012	0006715	BENSON, KRISTIN/ERIC	Ref000194963		UB Refund Cst #00146332	11.20
						Total :	**11.20**
149759	4/13/2012	0006717	FLETCHER, STUART	Ref000194965		UB Refund Cst #00158808	82.83
						Total :	**82.83**
149760	4/13/2012	0001494	HOMES FOR RENT	Ref000194962		UB Refund Cst #00145856	10.12
						Total :	**10.12**
149761	4/13/2012	0000483	KOETJE AGENCY	Ref000194961		UB Refund Cst #00122785	95.88
						Total :	**95.88**
149762	4/13/2012	0006716	SHIRLEY, RICHARD/DARCY	Ref000194964		UB Refund Cst #00147324	122.22
						Total :	**122.22**

5 Vouchers for bank code : bank — **Bank total : 322.25**

5 Vouchers in this report — **Total vouchers : 322.25**

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
149772	4/20/2012	0006720 CANONIZADO, REYNALDO	Ref000194976		UB Refund Cst #00127457	134.19
					Total :	**134.19**

1 Vouchers for bank code : bank — **Bank total : 134.19**

1 Vouchers in this report — **Total vouchers : 134.19**

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
149763	4/13/2012	0000860	STANDARD INSURANCE COMPANY	033112		LONG TERM DISABILITY	4,309.28
						Total :	**4,309.28**
149764	4/13/2012	0000179	CLERKS PETTY CASH	041212		PETTY CASH	59.25
						Total :	**59.25**
149765	4/13/2012	0006540	SWCA ENVIRONMENTAL CONSULTANT	10405		PROF SVC/PIONEER WAY ARCHAE	11,113.53
						Total :	**11,113.53**
149766	4/13/2012	0004903	US BANK	4485591000119689		CREDIT CARD PURCHASES	429.86
						Total :	**429.86**
149767	4/19/2012	0000965	REVENUE, WASHINGTON STATE DEPT	040912		1ST QTR 2012/LEASEHOLD EXCISE	23,530.02
						Total :	**23,530.02**
149768	4/19/2012	0006718	GRAY, JOSEPH	041712		2012 MARATHON WINNER	500.00
						Total :	**500.00**
149769	4/19/2012	0006719	BOGATAY, RICK	041712		2012 MARATHON WINNER	125.00
						Total :	**125.00**
149770	4/19/2012	0005939	HOUK, ELVA	041712		2012 MARATHON WINNER	500.00
						Total :	**500.00**
149771	4/19/2012	0000036	AMERICAN PUBLIC WORKS	041612		CSM-GLUTH	550.00
						Total :	**550.00**
149773	4/25/2012	0000001	3M	TP34380		CUTTABLE FILM	290.23
						Total :	**290.23**
149774	4/25/2012	0006328	ABC SPECIAL EVENTS	15093-1		EVENT RENTAL	2,066.71
				15706-1		EVENT RENTALS	509.53
						Total :	**2,576.24**
149775	4/25/2012	0000028	ALL ISLAND LOCK & KEY	20929		KEYS	11.41
						Total :	**11.41**

Bank code : bank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
149776	4/25/2012	0000033	ALPINE PRODUCTS, INC	TM-122894		PAINT	10,490.91
						Total :	10,490.91
149777	4/25/2012	0001072	AMERIFLEX, LLC	ADMIN00000159092		ANNUAL RENEWAL	266.00
						Total :	266.00
149778	4/25/2012	0000712	AMERIGAS	3007795665		PROPANE/MARINA	277.77
						Total :	277.77
149779	4/25/2012	0006722	ANACORTES POLICE DEPARTMENT	APD-04		REGISTRATIONS	150.00
						Total :	150.00
149780	4/25/2012	0000042	ANACORTES, CITY OF	040112A		MAR 2012/COLLECTION CHARGES	11,212.10
				900-9080-00		MAR 2012/WATER PURCHASED	72,716.58
				901-9080-01		MAR 2012/WATER PURCHASED	900.59
				901-9080-02		MAR 2012/WATER PURCHASED	7,129.53
						Total :	91,958.80
149781	4/25/2012	0002044	ANACORTES.NET/HOW IT WORKS	30238		WEB HOSTING	15.95
						Total :	15.95
149782	4/25/2012	0004019	ASSOCIATED PETROLEUM PRODUCTS	0291121-IN		FUEL	16,485.07
				0294145-IN		FUEL	5,497.89
						Total :	21,982.96
149783	4/25/2012	0004890	AUTO ADDITIONS, INC	IN0005549		FLASHER	160.34
						Total :	160.34
149784	4/25/2012	0001667	BAINBRIDGE ASSOCIATES	BAI 12-0404-005		PROP METER	4,429.61
						Total :	4,429.61
149785	4/25/2012	0000078	BARNETT IMPLEMENT COMPANY	621971		BLADES	129.68
						Total :	129.68
149786	4/25/2012	0005045	BAYVIEW EMBROIDERY 'N PRINT	00012		VOLUNTEER T-SHIRTS	3,545.95
						Total :	3,545.95
149787	4/25/2012	0000083	BAZA, ALVIN	040612		WELLNESS INCENTIVE	20.00

Bank code : bank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
149787	4/25/2012	0000083	BAZA, ALVIN	(Continued)			
				TRAVEL ADVANCE		TRAVEL ADVANCE	127.00
						Total :	147.00
149788	4/25/2012	0000084	BEBEE, STEVE	TRAVEL ADVANCE		TRAVEL ADVANCE	127.00
						Total :	127.00
149789	4/25/2012	0000094	BERG VAULT COMPANY	52803		COVER	74.66
						Total :	74.66
149790	4/25/2012	0000103	BLADE CHEVROLET, INC	127460		FITTINGS	17.04
						Total :	17.04
149791	4/25/2012	0000109	BLUMENTHAL UNIFORMS	931544		COLLAR INSIGNIA/MERRILL	6.47
						Total :	6.47
149792	4/25/2012	0003097	BOYER, TALLIE	040612		WELLNESS INCENTIVE-FEB/MAR	40.00
						Total :	40.00
149793	4/25/2012	0001074	BRAUNSTEIN, BRIAN	040612		WELLNESS INCENTIVE	20.00
						Total :	20.00
149794	4/25/2012	0000129	BRIDGEFORD, EMORY	TRAVEL ADVANCE		TRAVEL ADVANCE	328.48
				TRAVEL ADVANCE		TRAVEL ADVANCE	179.00
						Total :	507.48
149795	4/25/2012	0000137	BRIM TRACTOR COMPANY	IM54706		CUTTERBAR	276.43
						Total :	276.43
149796	4/25/2012	0005615	BUILDERS EXCHANGE OF	1031643		PUBLISH PROJECTS ONLINE	149.25
						Total :	149.25
149797	4/25/2012	0000139	BUXTON, MIKE	TRAVEL ADVANCE		TRAVEL ADVANCE	179.00
						Total :	179.00
149798	4/25/2012	0002644	C JOHNSON CONSTRUCTION, INC	042412		RETAINAGE	1,941.17
						Total :	1,941.17

Bank code : bank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
149799	4/25/2012	0006731	CARTER, KRISTEN	042312		MARATHON WINNER	1,000.00
						Total :	**1,000.00**
149800	4/25/2012	0005208	CARTER, SERLOYD	040612		WELLNESS INCENTIVE	20.00
						Total :	**20.00**
149801	4/25/2012	0000153	CASCADE COLUMBIA DISTRIBUTION	565992		SODIUM FLUORIDE	2,020.12
						Total :	**2,020.12**
149802	4/25/2012	0000150	CASCADE NATURAL GAS	08793000004		NATURAL GAS/POLICE STATION	413.60
				18583000007		NATURAL GAS/TREATMENT PLANT	10.00
				36624000000		NATURAL GAS/FIRE STATION	1,033.41
				58793000009		NATURAL GAS/CITY HALL	612.61
				80434000008		NATURAL GAS/CITY SHOP	1,295.27
				82193000005		NATURAL GAS/ANNEX	94.88
				90134000000		NATURAL GAS/ADULT CARE CENTI	70.06
						Total :	**3,529.83**
149803	4/25/2012	0005971	CHANNEL VIEW FARMS	39		FLOWER BASKETS	3,462.40
						Total :	**3,462.40**
149804	4/25/2012	0004819	CHERRY, KIMBERLY	040612		WELLNESS INCENTIVE	20.00
						Total :	**20.00**
149805	4/25/2012	0000170	CHIEF SUPPLY	475504		LAMPS/CHARGER/HOODS/HELMET	402.94
						Total :	**402.94**
149806	4/25/2012	0003734	COACHMAN INN	042012		HOTEL ACCOMMODATIONS	1,634.60
						Total :	**1,634.60**
149807	4/25/2012	0001433	COLE, DONNA	1		TRAVEL REFUND	29.00
						Total :	**29.00**
149808	4/25/2012	0006397	COMPETITOR GROUP, INC	55418		ADVERTISING	140.00
						Total :	**140.00**
149809	4/25/2012	0000197	CONCRETE NORWEST	793159		CRUSHED ROCK	927.56
				793197		0160A/POZZOLITH/WATER	94.57

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
149809	4/25/2012	0000197 CONCRETE NORWEST	(Continued)			
			793963		CRUSHED ROCK	179.36
			794705		0115A	27.18
			794915		BUILDING SAND	173.93
			795336		WASHED FILL SAND	260.88
			795595		WASHED FILL	173.93
			796940		CRUSHED ROCK	326.10
					Total :	**2,163.51**
149810	4/25/2012	0001559 CONTROL CONTRACTORS SERVICE	101032		FAN	145.12
					Total :	**145.12**
149811	4/25/2012	0005029 CRANDELL, MARIBETH	EXP REIMB		EXP REIMB	28.00
					Total :	**28.00**
149812	4/25/2012	0000222 CUSTOM ENGRAVING	12-266		HELMET/LOCKER TAGS	19.02
			12-267		NAME TAGS/NIIRO/GRAVEL	47.83
			12-269		RETIREMENT PLATE/VELASQUEZ	27.18
			12-275		PLATE/SOPTICH	31.52
			12-278		NAME TAG/SERVATIUS	7.61
			12-281		PLAQUES	108.70
			12-292		DOOR SIGNS/MERRILL/BUXTON	13.04
			12-310		MARATHON PLAQUES	326.10
					Total :	**581.00**
149813	4/25/2012	0000225 DAILY JOURNAL OF COMMERCE	3260412		CN: SOLID WASTE & RECYCLING F	725.20
					Total :	**725.20**
149814	4/25/2012	0000256 DAY WIRELESS SYSTEMS	443148		RADIO MAINTENANCE	361.61
					Total :	**361.61**
149815	4/25/2012	0005937 DEKOKER, STEVEN	042012		MARATHON WINNER	500.00
					Total :	**500.00**
149816	4/25/2012	0000247 DIAMOND RENTALS	500608-3		PORTABLES	49.95
			500612-3		PORTABLES	49.95
			500613-3		PORTABLES	99.90
			500618-3		PORTABLES	49.95

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
149816	4/25/2012	0000247 DIAMOND RENTALS	(Continued)			
			500619-3		PORTABLES	49.95
			500627-3		PORTABLES	49.95
			501366		PORTABLES	99.90
					Total :	**449.55**
149817	4/25/2012	0006724 DIEKMAN POLYGRAPH SERVICES	12-11		PRE-EMPLOYMENT EXAMINATION	175.00
					Total :	**175.00**
149818	4/25/2012	0001109 DOUBLETREE HOTEL	40407		HOTEL ACCOMMODATIONS/MICHA	884.79
					Total :	**884.79**
149819	4/25/2012	0006725 DOYO-KHALSA, TAHOMA	042012		MARATHON WINNER	1,000.00
					Total :	**1,000.00**
149820	4/25/2012	0005840 DUDLEY, SCOTT	TRAVEL REIMB		TRAVEL REIMB	390.17
					Total :	**390.17**
149821	4/25/2012	0000175 DUNN-TERRY, ROXANN	EXP REIMB		EXP REIMB	415.00
					Total :	**415.00**
149822	4/25/2012	0000273 EDGE ANALYTICAL, INC	12-05658		TESTING SERVICES	260.00
					Total :	**260.00**
149823	4/25/2012	0006276 EXPRESS SERVICES, INC	10869762-4		OFFICE SERVICE SUPPORT	978.40
					Total :	**978.40**
149824	4/25/2012	0002900 FASTENAL	WAOAK11360		5/8-11X8 A307A HDG/HEX NUTS/5/8	40.52
			WAOAK11362		IC WB HIVIS YLW	12.97
			WAOAK11405		CABLE TIES	17.71
					Total :	**71.20**
149825	4/25/2012	0000355 FRONTIER	007-9244		CURRENT PHONE CHARGES	277.01
			240-0614		CURRENT PHONE CHARGES	83.97
			279-0841		CURRENT PHONE CHARGES	62.13
			675-1572		CURRENT PHONE CHARGES	52.19
			675-1669		CURRENT PHONE CHARGES	53.19
			675-2111		CURRENT PHONE CHARGES	57.95

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
149825	4/25/2012	0000355 FRONTIER	(Continued)			
			675-3121		CURRENT PHONE CHARGES	52.19
			675-6794		CURRENT PHONE CHARGES	48.62
			679-3541		CURRENT PHONE CHARGES	49.40
			679-4091		CURRENT PHONE CHARGES	81.21
			679-5551		CURRENT PHONE CHARGES	185.18
			679-8702		CURRENT PHONE CHARGES	56.04
			770-2694		CURRENT PHONE CHARGES	35.11
			770-2715		CURRENT PHONE CHARGES	26.50
					Total :	**1,120.69**
149826	4/25/2012	0000326 FRONTIER BUILDING SUPPLY	62058		LUMBER	3,336.00
					Total :	**3,336.00**
149827	4/25/2012	0000325 FRONTIER FORD	90208		NONMIRROR	72.85
					Total :	**72.85**
149828	4/25/2012	0001706 GARDNER, PAT	EXP REIMB		EXP REIMB	48.00
			EXP REIMB		EXP REIMB	288.73
			EXP REIMB		EXP REIMB	289.00
					Total :	**625.73**
149829	4/25/2012	0000340 GIFFORD, KATHY	040612		WELLNESS INCENTIVE	20.00
					Total :	**20.00**
149830	4/25/2012	0003780 GLOVER, CAROL	1		TRAVEL REFUND	15.00
					Total :	**15.00**
149831	4/25/2012	0000349 GRAINGER	0330360		BRASS STRAP	216.33
			9790848254		CONTROL STATION	197.83
			9796831965		V BELTS	197.12
					Total :	**611.28**
149832	4/25/2012	0002747 GUARDIAN SECURITY	1367578		ALARM MONITORING	57.00
					Total :	**57.00**
149833	4/25/2012	0006590 HAFFNER, OTTO	040612		WELLNESS INCENTIVE	20.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
149833	4/25/2012	0006590 0006590 HAFFNER, OTTO	(Continued)		Total :	20.00
149834	4/25/2012	0005311 HB JAEGER COMPANY, LLC	31060		CONCXPLS/PLXPL/PL X PL	200.48
					Total :	200.48
149835	4/25/2012	0003095 HOME DEPOT CREDIT SERVICES	8025416		CEMPAT	31.19
					Total :	31.19
149836	4/25/2012	0005250 HONEYMOON BAY COFFEE ROASTERS	352909		COFFEE SUPPLIES	46.11
			672375		COFFEE SUPPLIES	186.44
					Total :	232.55
149837	4/25/2012	0006520 HOPKINS, CAMERON	040612		WELLNESS INCENTIVE	20.00
					Total :	20.00
149838	4/25/2012	0000627 HSBC BUSINESS SOLUTIONS	105659254211		SUPPLIES	1,124.63
			161743554211		SUPPLIES	314.62
					Total :	1,439.25
149839	4/25/2012	0000392 HUBBARD, SCOTT	040612		WELLNESS INCENTIVE	20.00
					Total :	20.00
149840	4/25/2012	0000417 INDUSTRIAL BOLT & SUPPLY	506246-1		ELBOWS	156.84
			507387-1		CONNECTORS/WASHERS/TIES	143.19
					Total :	300.03
149841	4/25/2012	0002383 ISLAND COUNTY SHERIFF	042012		INMATE EXPENSE REIMBURSEMEN	45.47
					Total :	45.47
149842	4/25/2012	0005949 ISLAND COUNTY SHERIFF RESERVES	481		RESERVE SERVICES	977.50
					Total :	977.50
149843	4/25/2012	0000410 ISLAND COUNTY SOLID WASTE	033112		MAR 2012/TIPPING FEES	65,504.10
			980170		DISPOSAL CHARGES	198.50
					Total :	65,702.60
149844	4/25/2012	0000411 ISLAND COUNTY TREASURER	R13324-461-3620		PROPERTY TAXES	17.90

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
149844	4/25/2012	0000411 0000411 ISLAND COUNTY TREASURER	(Continued)		Total :	17.90
149845	4/25/2012	0000415 ISLAND DISPOSAL	040112		MAR 2012/RECYCLING SERVICES	4,473.45
			2815589		RECYCLING	41.00
					Total :	4,514.45
149846	4/25/2012	0000441 ISLAND SYSTEMS	154653		WATER/MARINA	5.90
			155011		WATER/MARINA	11.80
					Total :	17.70
149847	4/25/2012	0000447 JAMESON, KEITH	040612		WELLNESS INCENTIVE	20.00
			TRAVEL ADVANCE		TRAVEL ADVANCE	127.00
					Total :	147.00
149848	4/25/2012	0006311 JANSEN, JONATHAN	040612		WELLNESS INCENTIVE	20.00
					Total :	20.00
149849	4/25/2012	0000794 JOHN DEERE FINANCIAL	20728		LIGHT ASSY	97.79
					Total :	97.79
149850	4/25/2012	0003336 JOHNSON CONTROLS, INC	1-4964797951		SERVICE AGREEMENT	1,345.43
			1-5033124024		AGREEMENT SERVICES	2,706.09
					Total :	4,051.52
149851	4/25/2012	0001028 KAY'S CREATIONS	041912		SEWING/NIIRO	20.00
					Total :	20.00
149852	4/25/2012	0006362 KBA, INC	3000559		PROF SVC/SE PIONEER WAY REC(	8,760.24
					Total :	8,760.24
149853	4/25/2012	0000477 KESSELRING'S	32437		RESERVE ACADEMY RANGE AMMC	217.40
					Total :	217.40
149854	4/25/2012	0006322 KITSAP SUN	600935		ADVERTISING	360.00
					Total :	360.00
149855	4/25/2012	0001475 KOCH, MARGARET	1		TRAVEL REFUND	29.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
149855	4/25/2012	0001475 0001475 KOCH, MARGARET	(Continued)		Total :	29.00
149856	4/25/2012	0000485 KRIEG CONSTRUCTION	7591		ASPHALT	292.71
					Total :	292.71
149857	4/25/2012	0000491 LABOR & INDUSTRIES, WASHINGTON S	219380		BOILER INSPECTIONS	691.70
					Total :	691.70
149858	4/25/2012	0006728 LANDSCAPE FORMS, INC	0000045108		LITTER RECEPTACLES	7,304.64
					Total :	7,304.64
149859	4/25/2012	0000950 LICENSING, WASHINGTON STATE DEP	041312		CONCEALED WEAPON PERMITS	741.00
					Total :	741.00
149860	4/25/2012	0003347 LIQUIVISION TECHNOLOGY, INC	4090		REPAIRS	4,369.74
					Total :	4,369.74
149861	4/25/2012	0000221 LN CURTIS & SONS	2094222-00		BOOTS/CUEVAS	236.38
					Total :	236.38
149862	4/25/2012	0000515 LOGGERS & CONTRACTORS, INC	00055876		SHOVELS/BROOMS	335.89
			00055877		HOSE/DIES/ADAPTERS/ELBOWS/B	1,569.62
					Total :	1,905.51
149863	4/25/2012	0000522 LUEHR, TOM	1		DRIVING SERVICES	99.00
			2		DRIVING SERVICES	96.00
					Total :	195.00
149864	4/25/2012	0000530 MAILLIARD'S LANDING NURSERY	55067		YARD WASTE	114.45
			55094		YARD WASTE	136.50
			55138		YARD WASTE	107.45
			55149		YARD WASTE	89.95
			55188		YARD WASTE	139.30
			55212		YARD WASTE	69.30
			55241		YARD WASTE	105.00
			55300		YARD WASTE	53.20
			55327		YARD WASTE	36.40
			55337		YARD WASTE	61.60

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
149864	4/25/2012	0000530	MAILLIARD'S LANDING NURSERY	(Continued)			
				55360		YARD WASTE	49.35
				55383		YARD WASTE	49.70
				55469		YARD WASTE	48.30
				55493		YARD WASTE	45.15
				55523		YARD WASTE	85.05
				55553		YARD WASTE	80.15
				55609		YARD WASTE	127.05
				55795		YARD WASTE	151.55
				55817		YARD WASTE	118.30
				55868		YARD WASTE	183.05
				55893		YARD WASTE	152.60
				55921		YARD WASTE	225.40
						Total :	**2,228.80**
149865	4/25/2012	0000660	MARKET PLACE FOOD & DRUG	198401		GROCERIES	172.20
				198405		GROCERIES	511.70
				198417		GROCERIES	273.53
				313921		GROCERIES	450.19
						Total :	**1,407.62**
149866	4/25/2012	0000362	MARSH-MCBIRNEY - HACH COMPANY	7674581		SENSOR CAP REPLACEMENT	252.13
						Total :	**252.13**
149867	4/25/2012	0002871	MASTER METER, INC	0199782-IN		REG BL 5/8" CF 3G DS IR SG	24,348.80
						Total :	**24,348.80**
149868	4/25/2012	0006072	MASTER'S TOUCH, LLC	P24177		MAR 2012/POSTAGE FOR STATEME	80.65
				PM113069		POSTAGE LATE NOTICES	377.62
				PM113095		POSTAGE STATEMENTS	2,471.58
						Total :	**2,929.85**
149869	4/25/2012	0006072	MASTER'S TOUCH, LLC	24177		MAR 2012/MAILING SERVICES FOR	1,145.80
				M121195		JAN 2012/LATE NOTICES	326.10
						Total :	**1,471.90**
149870	4/25/2012	0000040	MATRIX	607946529		MAR 2012/LONG DISTANCE	536.37

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
149870	4/25/2012	0000040 0000040 MATRIX	(Continued)		Total :	536.37
149871	4/25/2012	0002291 MCYOUNG, MARY	1		TRAVEL REFUND	29.00
					Total :	29.00
149872	4/25/2012	0006726 MEYLING, JOHANNES	4999		MOORAGE REFUND	96.75
					Total :	96.75
149873	4/25/2012	0004818 MICHAEL BOBBINK LAND USE SRVCS	043012		APR 2012/HEARING EXAMINER SEI	1,500.00
					Total :	1,500.00
149874	4/25/2012	0000568 MIDWAY MUFFLER & TIRE	84543		MUFFLER INSTALLATION	216.11
					Total :	216.11
149875	4/25/2012	0005445 MONTOYA, MATTHEW J	73		APR 2012/PUBLIC DEFENSE	5,500.00
					Total :	5,500.00
149876	4/25/2012	0001892 MUTUAL MATERIALS CO	890710		PVCGG/COUPLING/CAP/PLUG	157.38
					Total :	157.38
149877	4/25/2012	0003416 NAUTILUS ENVIRONMENTAL, LLC	5704		ANALYSIS	600.00
					Total :	600.00
149878	4/25/2012	0000608 NC MACHINERY COMPANY	MVCS0212988		TIPS/PINS/RETAINERS	197.57
					Total :	197.57
149879	4/25/2012	0005954 NEILL HOYSON, JESSICA	TRAVEL REIMB		TRAVEL REIMB	12.92
					Total :	12.92
149880	4/25/2012	0000621 NIIRO, CEDRIC	040612		WELLNESS INCENTIVE	20.00
					Total :	20.00
149881	4/25/2012	0006721 NORTHWEST ENERGY SYSTEMS OF	041212		MECHANICAL PERMIT FEES	38.50
					Total :	38.50
149882	4/25/2012	0000672 OAK HARBOR ACE	200980		TRAY/ROLLER/MASKING TAPE	15.07
			201103		PRIMER/CEMENT/ELBOW/COUPLE	18.53
			201107		PIPE	4.12

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
149882	4/25/2012	0000672 OAK HARBOR ACE	(Continued)			
			201149		FUSES/CONNECTS	16.79
			201157		BLADE/MASKING TAPE/KNIFE/RULI	7.02
			201409		OIL	49.98
			201415		GLUE	5.97
			201599		BALL VALVE/CONNECTORS	30.95
			201602		PAINTBRUSHES/HARDWARE/PART	98.18
			201609		CABLE TIES	19.54
			201633		CLIP/CONNECTOR/NIPPLE/PIPE	31.25
			201686		ROUNDUP	47.82
			201697		CHAIN LOOP	27.16
			201720		HAMMERS	31.50
			201786		FASTENERS	3.13
			201801		BOX/FASTENERS	40.75
			201834		PASTE	9.76
			201848		VELCRO COINS	15.17
			201849		COUPLERS/ELBOWS/ADAPTER/CE	25.44
			201850		CLAMPS/TUBING	8.85
			201869		BALL VALVE/ADAPTERS/BEND/TUB	20.10
			201871		FOLDING TABLE	80.42
			201901		ADAPTERS/HOSE/CLAMPS	8.86
			201931		VALVE	5.97
			201935		FAUCET SPRAY HEAD/FASTENERS	10.13
			201953		FREIGHT	16.72
			201957		SPRAYPAINT	13.02
			201966		DRAIN/COUPLING	12.48
			201984		GLOVES/KNEEPADS	40.20
			202000		ROUNDUP	4.88
			202081		SMART STRAW/FLASHLIGHT	17.36
			202087		WHEELS	49.98
			202098		FREIGHT	33.64
			202110		WHEELS	-49.98
			202111		WHEELS	28.24
			202144		FASTENERS	41.13
			202243		FUSE/NAILS	6.60
					Total :	846.73

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
149883	4/25/2012	0000668	OAK HARBOR AUTO CENTER	001-125369		FITTINGS/AIR BLOW GUN/CPL/NPL	14.58
				001-127328		DISTRIBUTOR CAP/ROTOR/STARTI	192.89
				001-127396		FILTERS	22.41
				001-127419		FILTERS	157.17
				001-127420		FILTERS	38.62
				001-127460		TRUCK CARGO NET	27.82
				001-127461		TRUCK CARGO NET	27.82
				001-127750		BRAKE HOSE	15.65
				001-127772		BRAKE HOSE	15.65
				001-127930		HUB	70.10
				001-127942		FILTERS	13.43
				001-127993		FILTERS	10.00
				001-128095		FILTERS	9.00
				001-128138		HUB	-70.10
						Total :	**545.04**
149884	4/25/2012	0000681	OAK HARBOR SCHOOL DISTRICT	0000110393		APR 2012/COMPUTER NETWORK S	6,708.33
						Total :	**6,708.33**
149885	4/25/2012	0000089	OWEN EQUIPMENT COMPANY	00063768		FLANGE	1,211.14
						Total :	**1,211.14**
149886	4/25/2012	0000698	P & L GENERAL CONTRACTORS	2659		TRAILER RENTAL	217.40
						Total :	**217.40**
149887	4/25/2012	0005867	PACIFIC POWER BATTERIES	16060543		BATTERIES	204.79
				16060544		BATTERIES	95.22
						Total :	**300.01**
149888	4/25/2012	0000709	PERS	00921365		MAR 2012/UNFUNDED LIABILITY	26.98
						Total :	**26.98**
149889	4/25/2012	0000299	PLACE, SANDRA	EXP REIMB		EXP REIMB	390.67
						Total :	**390.67**
149890	4/25/2012	0000710	PLATT ELECTRIC SUPPLY, INC	1428844		CONTACT BLOCK/BLK SELECT SW	92.51
						Total :	**92.51**

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
149891	4/25/2012	0000724	PONY MAILING & BUSINESS CENTER	194763		SHIPPING	73.93
						Total :	73.93
149892	4/25/2012	0001431	PORTER, OLIVE	1		TRAVEL REFUND	29.00
						Total :	29.00
149893	4/25/2012	0004622	POWERS, LISA	040612		WELLNESS INCENTIVE	20.00
						Total :	20.00
149894	4/25/2012	0000743	PUGET SOUND ENERGY	0682202007		ELECTRICITY/SW ERIE ST SW BAR	153.40
				0889461000		ELECTRICITY/SEWAGE LAGOON S	6,313.63
				0908850001		ELECTRICITY/285 SE JEROME STR	26.49
				0948350004		ELECTRICITY/KITCHEN EAST SIDE	11.15
				1055170003		ELECTRICITY/STREET LIGHTS	12,538.40
				1149160002		ELECTRICITY/POLICE STATION	1,573.06
				1306440387		ELECTRICITY/SR 20 & SW 24 ST	221.45
				1306444926		ELECTRICITY/34777 STATE ROUTE	81.14
				1306445121		ELECTRICITY/CITY BEACH PARK	134.37
				1306447796		ELECTRICITY/2000 SW SCENIC HE	19.10
				1306449073		ELECTRICITY/1780 SW SPRINGFIE	9.94
				1306449248		ELECTRICITY/3285 SW SCENIC HE	105.42
				2069491005		ELECTRICITY/1577 NW 8TH AVENU	9.35
				2117261004		ELECTRICITY/CITY BEACH PARK	518.28
				2149541001		ELECTRICITY/945 E WHIDBEY AVE	47.35
				2438649366		ELECTRICITY/NW CROSBY AVE & N	85.27
				2668731009		ELECTRICITY/SENIOR CENTER	1,002.36
				2728350006		ELECTRICITY/ANNEX	20.19
				2972721001		ELECTRICITY/2081 NE 9TH AVENUE	10.35
				3004881003		ELECTRICITY/HELLER RD AND 700	53.40
				3069491003		ELECTRICITY/1678 SW 8TH AVE	9.35
				3223642657		ELECTRICITY/SAB 4993 SR 20 E SI	238.94
				3415305956		ELECTRICITY/626 N CHRISTIAN RC	41.07
				3460950003		ELECTRICITY/MIDWAY & SE 8TH ST	121.93
				3997850007		ELECTRICITY/SEWAGE LIFT PMP 9	11.46
				4249160005		ELECTRICITY/LIFT STATION E PION	201.27
				4763991009		ELECTRICITY/SMITH PARK	9.35
				5039160006		ELECTRICITY/1137 NW KATHLEEN	33.66

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
149894	4/25/2012	0000743 PUGET SOUND ENERGY	(Continued)			
			5145502000		ELECTRICITY/90 SE PIONEER WAY	50.12
			5315850007		ELECTRICITY/700 AV W & MIDWAY	158.37
			5410100654		ELECTRICITY/1957 SW FORT NUGI	164.27
			5462650002		ELECTRICITY/HELLER RD TELEME	526.19
			5528850000		ELECTRICITY/NEIL PK & HOLLAND	27.85
			5839160008		ELECTRICITY/DISPOSAL PLANT	3,454.32
			5848181003		ELECTRICITY/FIDALGO & HATHAW	19.20
			6012561814		ELECTRICITY/3300 OLD GOLDIE R(	69.43
			6012568561		ELECTRICITY/SWANTOWN RIDGE	173.08
			6160160005		ELECTRICITY/1285 NE TAFTSON S	31.12
			6768202001		ELECTRICITY/1501 S BEEKSMA DR	24.01
			6847901524		ELECTRICITY/PARKS	55.64
			6847904155		ELECTRICITY/1948 NW CROSBY A\	95.80
			6847904528		ELECTRICITY/1661 NE 16TH AVE	21.30
			6847906499		ELECTRICITY/MIDWAY AVE STREE	241.52
			6847906598		ELECTRICITY/651 SE BAYSHORE D	76.88
			6847908149		ELECTRICITY/CITY BEACH PARK	9.35
			6847908198		ELECTRICITY/SE PIONEER 2AY & S	191.85
			6847908362		ELECTRICITY/1300 NE BIG BERRY	9.35
			6847909006		ELECTRICITY/SE PIONEER WAY &	134.33
			6847909394		ELECTRICITY/MIDWAY & SE 4TH S	150.41
			6847909501		ELECTRICITY/SE PIONEER WAY &	87.72
			6902550000		ELECTRICITY/MCCROHAN & BARR	98.35
			6969160008		ELECTRICITY/PUMP STA AULT FLD	477.17
			7195081000		ELECTRICITY/600 NE 7TH AVE	121.92
			7258350003		ELECTRICITY/CITY BCH COMFRT S	160.97
			7479771003		ELECTRICITY/552 NW CLIPPER ST	9.35
			7647999403		ELECTRICITY/SE CITY BEACH ST E	95.26
			7848350000		ELECTRICITY/75 SE JEROME ST	9.35
			7944581003		ELECTRICITY/5941 STATE ROUTE 2	12.39
			8191791048		ELECTRICITY/ADULT CARE CENTE	22.29
			8258350001		ELECTRICITY/RESTROOM KITCHEI	11.10
			8291970286		ELECTRICITY/2330 SW ROSARIO P	32.06
			8382791005		ELECTRICITY/FABER ST & HARVES	9.35
			8549402009		ELECTRICITY/2075 SW FT NUGENT	10.28
			8639451007		ELECTRICITY/1301 SE CATALINA DI	34.03

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
149894	4/25/2012	0000743 PUGET SOUND ENERGY	(Continued)			
			8833451001		ELECTRICITY/700 AV W & 80 NW	263.55
			8848350008		ELECTRICITY/CITY BEACH PARK	9.35
			8922751006		ELECTRICITY/128 E WHIDBEY AVE	9.43
			8926771000		ELECTRICITY/PIONEER PARK	16.55
			9045851004		ELECTRICITY/1370 SE DOCK ST	45.54
			9049160006		ELECTRICITY/CITY HALL	899.81
			9142061002		ELECTRICITY/SR 20 & 650 AV W	943.00
			9173951006		ELECTRICITY/287 SE CABOT DR	71.51
			9269160009		ELECTRICITY/MARINA	3,007.52
			9374761006		ELECTRICITY/TREATMENT PLANT	4,246.18
			9406881004		ELECTRICITY/CITY SHOP	2,583.45
			9640160009		ELECTRICITY/VALVE PIT E SIDE RE	19.26
			9816271002		ELECTRICITY/FIRE STATION	1,113.19
			9848350006		ELECTRICITY/BATHOUSE EAST BE	16.34
					Total :	**43,721.79**
149895	4/25/2012	0006723 RANG, JEFFREY	EXP REIMB		EXP REIMB	475.00
					Total :	**475.00**
149896	4/25/2012	0000960 REVENUE, WASHINGTON STATE DEPT	040612		MAR 2012/SALES USE TAX	42,482.44
					Total :	**42,482.44**
149897	4/25/2012	0002508 RINEY PRODUCTION SERVICES	10-721		RECORDING SERVICES	2,263.73
			10-737		RECORDING SERVICES	2,660.47
					Total :	**4,924.20**
149898	4/25/2012	0000775 ROSEN, CATHERINE	TRAVEL REIMB		TRAVEL REIMB	30.53
			TRAVEL REIMB		TRAVEL REIMB	30.53
					Total :	**61.06**
149899	4/25/2012	0006732 RUDEEN, DOUGLAS	042312		MARATHON WINNER	250.00
					Total :	**250.00**
149900	4/25/2012	0000781 SAFEWAY	2392		GROCERIES	9.75
					Total :	**9.75**
149901	4/25/2012	0006704 SCIMITAR CONSTRUCTION	2		PROF SVC/SAFE ROUTES TO SCH(	63,819.57

Bank code : bank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
149901	4/25/2012	0006704	0006704 SCIMITAR CONSTRUCTION	(Continued)		Total :	63,819.57
149902	4/25/2012	0005967	SEATTLE AUTOMOTIVE DIST	06-773074		DISC PADS	42.35
				06-773086		DISC PADS	40.06
				06-773198		DISC PADS	42.35
						Total :	124.76
149903	4/25/2012	0004415	SEATTLE PUMP	12-1177		TAIL HOSE GUIDE/SKID	380.34
						Total :	380.34
149904	4/25/2012	0000719	SEVERNS, RHONDA	040612		WELLNESS INCENTIVE-FEB/MAR	40.00
						Total :	40.00
149905	4/25/2012	0003782	SHARP ELECTRONICS CORPORATION	C743725-701		MAINTENANCE CONTRACT	7.55
						Total :	7.55
149906	4/25/2012	0000817	SHELLEY, TIM	040612		WELLNESS INCENTIVE	20.00
						Total :	20.00
149907	4/25/2012	0000822	SHRED-IT WEST WASHINGTON	101203212		SHREDDING	49.50
				101231360		SHREDDING	81.20
						Total :	130.70
149908	4/25/2012	0006542	SIPES, TAMRA	EXP REIMB		EXP REIMB	396.40
						Total :	396.40
149909	4/25/2012	0000831	SIX ROBBLEES', INC	14-248073		GLOVES	144.46
				14-248073-1		GLOVES	288.92
				14-248893		NON CHLORINATED BRAKE	88.83
						Total :	522.21
149910	4/25/2012	0000814	SKAGIT FARMERS SUPPLY	319542		GLOVES	41.28
				321786		FENCE POST DRIVER	36.95
				326016		MOSS OUT	69.52
				326531		LAWN SEED	30.41
						Total :	178.16
149911	4/25/2012	0006605	SKAGIT POWDER COATING, INC	9226		RAILS	162.30

Bank code : bank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
149911	4/25/2012	0006605	0006605 SKAGIT POWDER COATING, INC (Continued)				
						Total :	162.30
149912	4/25/2012	0001238	SKILLPATH SEMINARS	10416184		REGISTRATION/GARDNER	89.00
						Total :	89.00
149913	4/25/2012	0000843	SOLID WASTE SYSTEMS, INC	0055258-IN		HOPPER COVER/PLATE/CLAMP SE	77.37
						Total :	77.37
149914	4/25/2012	0000846	SOUND PUBLISHING	365741		MAR 2011/PUBLICATIONS-ACCT#8(	792.56
				595659		VENDING SERVICES	105.66
				596154		SOLID WASTE TRANS	598.74
						Total :	1,496.96
149915	4/25/2012	0000851	SPRINT	694209817-053		CURRENT CELL CHARGES	843.78
						Total :	843.78
149916	4/25/2012	0000851	SPRINT	414568819-053		MARAPR LAPTOPS	516.54
						Total :	516.54
149917	4/25/2012	0000851	SPRINT	182311697		LONG DISTANCE	5.74
						Total :	5.74
149918	4/25/2012	0003613	STANLEY ACCESS, INC	0901732074		PH HC REPAIR	234.79
				0901964473		DOOR REPAIR	234.79
						Total :	469.58
149919	4/25/2012	0003883	STAPLES BUSINESS ADVANTAGE	3172078516		RECORD BOOKS	149.06
				3172078521		TONER	190.37
				3172078523		WRIST COILS/ID HOLDER/CORK B(	57.61
				3172782060		RECORD BOOK	49.69
				3172782061		PENS	-23.90
				3172782062		PENS	32.20
				3172782063		TONER	657.11
				3172782064		BOOKS	1,355.79
				3172782065		TONER/CD CASES	151.52
				3172782066		PENS/DVDS	64.87
						Total :	2,684.32

Bank code : bank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
149920	4/25/2012	0006395	STAT RESPONSE	146		RESPONDERS	392.50
						Total :	392.50
149921	4/25/2012	0006460	STATEWIDE RENT-A-FENCE, INC	23892		PANEL RENTAL	90.40
						Total :	90.40
149922	4/25/2012	0005786	STOWES SHOES & CLOTHING	0008133		BOOTS/BAZA	150.00
						Total :	150.00
149923	4/25/2012	0000874	SURETY PEST CONTROL	317426		PEST EXTERMINATION	38.05
				317427		PEST EXTERMINATION	30.44
				317428		PEST EXTERMINATION	43.48
				317429		PEST EXTERMINATION	30.44
				317430		PEST EXTERMINATION	43.48
				319282		PEST EXTERMINATION	43.48
						Total :	229.37
149924	4/25/2012	0006730	SWINOMISH INDIAN TRIBAL	042312		REMAINS RELOCATION SERVICES	62,827.75
						Total :	62,827.75
149925	4/25/2012	0006729	TREE SOLUTIONS, INC	25597		ARBORIST SERVICES	4,215.00
						Total :	4,215.00
149926	4/25/2012	0000923	UNITED PARCEL SERVICE	0000A0182W142		SHIPPING	73.09
						Total :	73.09
149927	4/25/2012	0004903	US BANK	4485591000222970		CREDIT CARD PURCHASES	1,012.22
						Total :	1,012.22
149928	4/25/2012	0000934	UTILITIES UNDERGROUND LOCATION	2030161		MAR 2012/LOCATES	62.35
						Total :	62.35
149929	4/25/2012	0003196	VILLAFLOR, RAMON	040612		WELLNESS INCENTIVE	20.00
						Total :	20.00
149930	4/25/2012	0001675	VMI, INC	221934		TECNEC SPARTAN EDGE	237.89
						Total :	237.89

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
149931	4/25/2012	0005514 WAGNER, SUE	1		TRAVEL REFUND	29.00
					Total :	29.00
149932	4/25/2012	0003917 WALTON, DAVID	EXP REIMB		EXP REIMB	220.00
					Total :	220.00
149933	4/25/2012	0005680 WAMSLEY, DAVE	1207		FINISH LINE MUSIC	1,300.00
					Total :	1,300.00
149934	4/25/2012	0002032 WASHINGTON WASTEWATER PERSON	SMS001		REGISTRATION/BAZA/JAMESON	270.00
					Total :	270.00
149935	4/25/2012	0002032 WASHINGTON WASTEWATER PERSON	SMS001		REGISTRATION/BEBEE	135.00
					Total :	135.00
149936	4/25/2012	0001055 WATERWORX DIVE SERVICE	04192012		APR 2012/UNDERWATER SERVICE	254.09
					Total :	254.09
149937	4/25/2012	0000996 WEST PUBLISHING COMPANY	824700661		MAR 2012/WEST INFORMATION CH	599.42
					Total :	599.42
149938	4/25/2012	0001039 WESTERN PETERBILT, INC	S745093		CYLINDER	333.69
					Total :	333.69
149939	4/25/2012	0005064 WHATCOM COUNTY AS FINANCE	17007		1ST QTR 2012/NW MINI CHAIN	444.75
					Total :	444.75
149940	4/25/2012	0001000 WHIDBEY AUTO PARTS, INC.	135698		CHAIN CABLE	10.41
					Total :	10.41
149941	4/25/2012	0001007 WHIDBEY CLEANERS	219850		SEWING/NIIRO	20.84
					Total :	20.84
149942	4/25/2012	0000675 WHIDBEY COMMUNITY PHYSICIANS	631275		PHYSICAL/TYHUIS	210.00
			632360		PHYSICAL/BOER	256.00
					Total :	466.00
149943	4/25/2012	0006340 WHIDBEY EXAMINER	00007293		ADVERTISING	363.20

Bank code : bank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
149943	4/25/2012	0006340	0006340 WHIDBEY EXAMINER	(Continued)		**Total :**	**363.20**
149944	4/25/2012	0006151	WHIDBEY MARKETPLACE & NEWS,LLC	5377		ADVERTISING	750.00
				5421		ADVERTISING	875.00
						Total :	**1,625.00**
149945	4/25/2012	0001017	WHIDBEY PRINTERS	45303		REGULAR ENVELOPES	137.23
						Total :	**137.23**
149946	4/25/2012	0004185	WHIDBEY SEATAC SHUTTLE	12-0423-51C		TRANSPORTATION SERVICES	2,598.00
						Total :	**2,598.00**
149947	4/25/2012	0004627	WOODS LOGGING SUPPLY, INC	1059362		CHAINSAWS/WRENCHES	508.47
				1060584		CHAINSAWS	-448.39
						Total :	**60.08**
149948	4/25/2012	0000744	YUNCK, RW	509		PRE-EMPLOYMENT SCREENING	325.00
						Total :	**325.00**

185 Vouchers for bank code : bank — **Bank total : 605,510.27**

185 Vouchers in this report — **Total vouchers : 605,510.27**

City of Oak Harbor
City Council Agenda Bill

Bill No. 6
Date: May 1, 2012
Subject: Adoption of Official Zoning Map

FROM: Steve Powers RSP
Interim City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:
Scott Dudley, Mayor
Doug Merriman, Finance Director
Bill Hawkins, City Attorney, as to form

PURPOSE
This agenda bill presents an ordinance for adoption of the Official Zoning Map for the City of Oak Harbor.

AUTHORITY
The Washington State Growth Management Act (RCW 36.70A) requires that counties and cities adopt zoning and other development regulations that are consistent with their adopted Comprehensive Plans. Cities are authorized by RCW 35A.63 to adopt appropriate regulations complying with state law for the regulation of property in the city, including adopting zoning codes and official zoning maps per RCW 35A.63.100(1). Adoption of the zoning map with signatures of the Mayor and City Clerk with the City's seal affixed is required by Oak Harbor Municipal Code 19.16.010[1].

FISCAL IMPACT DESCRIPTION

Funds Required: $ 0

Appropriation Source: Not applicable

Approval of the attached ordinance does not require non-budgeted expenditures by the City or lead to new revenues. Therefore, staff does not anticipate there will be a fiscal impact from this action.

SUMMARY STATEMENT
The City of Oak Harbor Official Zoning Map is a vital tool in conveying the locations and boundaries of the zoning districts of the City. The City of Oak Harbor updates its Comprehensive Plan and Future Land Use Map by taking action on Comprehensive Plan amendments annually in December with subsequent amendments to zoning and the Official Zoning Map following in the spring.

BACKGROUND

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[1] 19.16.010 Official zoning map.

The locations and boundaries of the zoning districts shall be as shown on the map accompanying this title and made a part of this title, entitled, "Official Zoning Map – Oak Harbor, Washington." The official zoning map and all the notations, references and amendments thereto and other information shown thereon are made a part of this title, just as if such information set forth on the map were fully described and set out herein. The official zoning map, attested by the signature of the mayor and the city clerk, with the seal of the municipality affixed, shall be kept on file in the office of the planning director, and shall be available for inspection by the public. (Ord. 1555 § 6, 2009).

Since the City's first zoning map adoption on August 6, 1968, the zoning map has been adopted several times in combination with the City's Comprehensive Plan. The official zoning map for the City has been amended over the years with numerous zoning changes occurring, most notably many changes occurred in 1997 in order to implement land use changes from the 1995 Comprehensive Plan. Since that time, zoning changes to individual properties have occurred annually as a result of either sponsored, mandated, or discretionary land use changes to the Comprehensive Plan.

DISCUSSION

As stated above, adoption of the City's official zoning map is linked inextricably to the City's Comprehensive Plan cycle and is required for consistency with the Growth Management Act. Updating the zoning map for the City occurs normally every year after the land use amendments are adopted in December by City Council. The individual zoning changes are then also adopted by City Council a few months after the December land use changes; typically around February or March. This year the City is formalizing the process by adopting the official zoning map separate from the individual land use and zoning amendments and hopes to continue this process every year. Adoption of the zoning map separately from the land use and zoning amendments will allow the City to make minor changes such as Scribner's errors on an annual basis.

Should the City Council decide to approve this item, the ordinance attached to this agenda bill shall be adopted and the zoning map made official by the signatures and date by the Mayor and City Clerk.

PUBLIC NOTICE AND COMMENT

Public notice of the public hearing before City Council was advertised in the Whidbey News-Times on April 14, 2012.

CONCLUSION

In order to be in conformance with the Growth Management Act, RCW 35A.63, and OHMC 19.16.010 staff recommends City Council adopt the attached ordinance which includes Exhibit A - Official Zoning Map for the City of Oak Harbor.

STANDING COMMITTEE REPORT

This item was presented to the Governmental Services Standing Committee at their April 10, 2012 meeting.

RECOMMENDED ACTION

1. Conduct the public hearing.
2. Adopt the ordinance and the attached official zoning map

ATTACHMENTS

Attachment 1: Draft Ordinance with Exhibit A - Official Zoning Map

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE OFFICIAL ZONING MAP OF THE CITY OF OAK HARBOR AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, pursuant to RCW Chapter 35A.63, cities are authorized to adopt appropriate regulations complying with state law for the regulation of property in the city, including adopting zoning codes and official zoning maps, and

WHEREAS, the following ordinance is necessary for the public health, safety and general welfare;

THE CITY COUNCIL OF THE CITY OF OAK HARBOR do ordain as follows:

Section One. That certain map, identified as the "City of Oak Harbor Official Zoning Map", dated May 1, 2012, one copy of which has been and is on file in the office of the City Clerk for use and examination by the public is hereby incorporated in full by this reference and is hereby adopted as the official zoning map for the City of Oak Harbor.

Section Two. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances is not affected.

Section Three. Effective Date. This Ordinance shall be in full force (5) five days following publication.

PASSED by the City Council this 1st day of May, 2012.

( ) APPROVED by its Mayor this _____ day of _____, 2012.
( ) Vetoed

THE CITY OF OAK HARBOR

_____
Mayor

Attest:

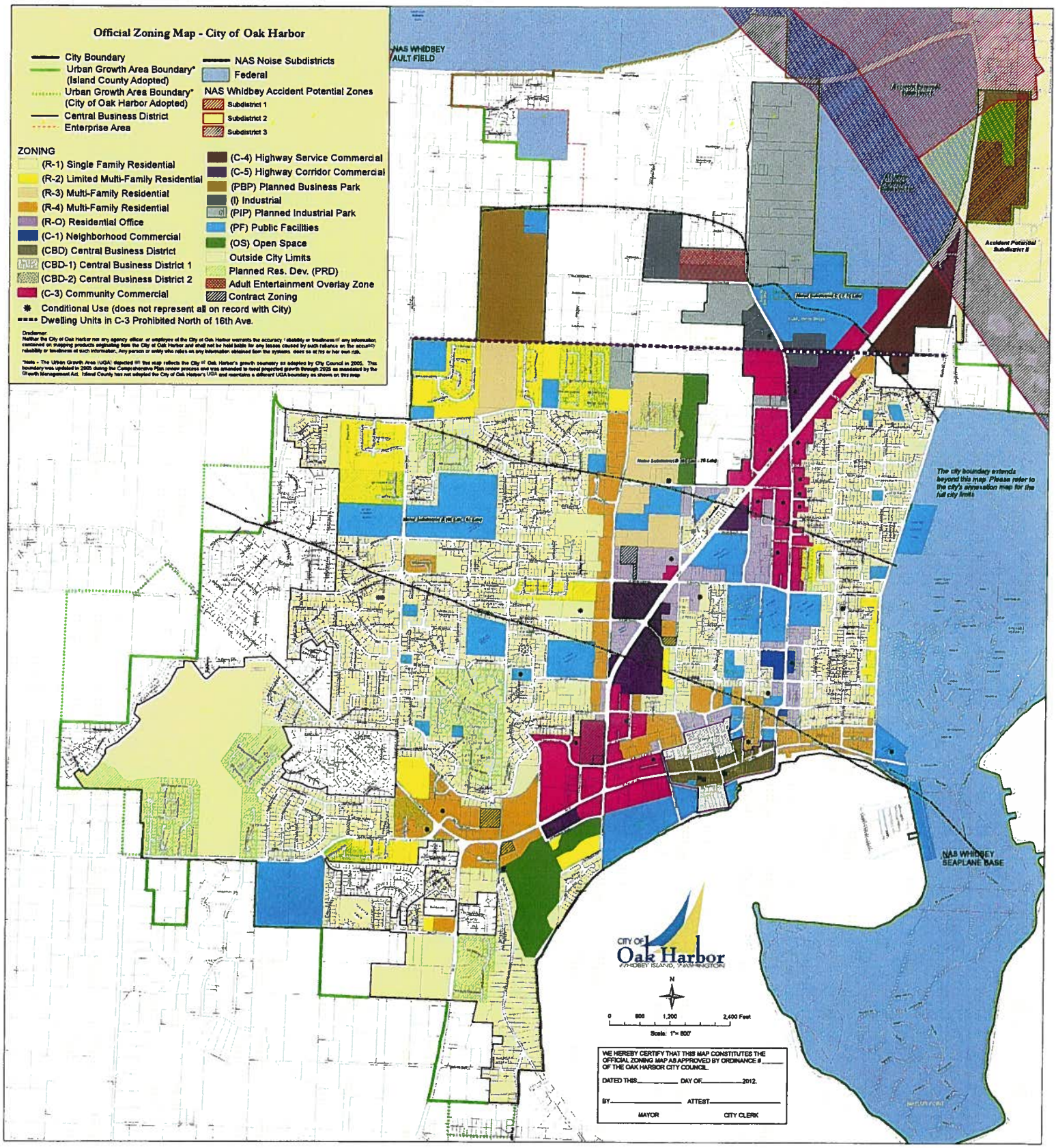
_____
City Clerk

Approved as to Form:

City Attorney

Published: _____

Exhibit A


Official Zoning Map - City of Oak Harbor
City Boundary
Urban Growth Area Boundary* (Island County Adopted)
Urban Growth Area Boundary* (City of Oak Harbor Adopted)
Central Business District
Enterprise Area
NAS Noise Subdistricts
Federal
NAS Whidbey Accident Potential Zones
Subdistrict 1
Subdistrict 2
Subdistrict 3
ZONING
(R-1) Single Family Residential
(R-2) Limited Multi-Family Residential
(R-3) Multi-Family Residential
(R-4) Multi-Family Residential
(R-O) Residential Office
(C-1) Neighborhood Commercial
(CBD) Central Business District
(CBD-1) Central Business District 1
(CBD-2) Central Business District 2
(C-3) Community Commercial
(C-4) Highway Service Commercial
(C-5) Highway Corridor Commercial
(PBP) Planned Business Park
(I) Industrial
(PIP) Planned Industrial Park
(PF) Public Facilities
(OS) Open Space
Outside City Limits
Planned Res. Dev. (PRD)
Adult Entertainment Overlay Zone
Contract Zoning
* Conditional Use (does not represent all on record with City)
Dwelling Units in C-3 Prohibited North of 16th Ave.
NAS WHIDBEY
AULT FIELD
Accident Potential Subdistrict II
The city boundary extends beyond this map. Please refer to the city's annexation map for the full city limits
NAS WHIDBEY SEAPLANE BASE
CITY OF Oak Harbor
WHIDBEY ISLAND, WASHINGTON
N
0 600 1,200 2,400 Feet
Scale: 1" = 600'
WE HEREBY CERTIFY THAT THIS MAP CONSTITUTES THE OFFICIAL ZONING MAP AS APPROVED BY ORDINANCE #_____ OF THE OAK HARBOR CITY COUNCIL.
DATED THIS_____ DAY OF_____2012.
BY_____ ATTEST_____
MAYOR CITY CLERK

City of Oak Harbor
City Council Agenda Bill

Bill No. 7
Date: May 1, 2012
Subject: HVAC Services Contract Award

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Scott Dudley, Mayor
Steve Powers, Interim City Administrator
Doug Merriman, Finance Director
William H. Hawkins, City Attorney, as to form

PURPOSE

This agenda bill seeks authorization to award a contract to Barron Heating and Air Conditioning for HVAC maintenance services at several City facilities. The term of the contract will be for two years with the option to renew for a third year.

AUTHORITY

OHMC 2.360.030 Competitive Processes for Purchase Services.

Where reasonably possible, the City is directed to use competitive bid processes or competitive solicitation processes for purchase services as in the same manner as is used for purchase of supplies and equipment (Ord. 1470 § 7, 2006).

FISCAL IMPACT DESCRIPTION

Funds Required: Year 1: $4,879.45, Year 2: $4,879.45, Year 3: $5,121.77

Appropriation Source: Professional Services from 001.45, 001.50, 001.55, 129.55 & 510.50

SUMMARY STATEMENT

On March 6, 2012, City Council authorized staff to advertise for proposals for HVAC maintenance services. The City currently utilizes three separate professional maintenance service contracts to provide routine scheduled maintenance of City Hall, Police Department, Senior Center, Fire Department and the Public Works Department buildings. By contracting with one company, the City will be able to lower the overall cost for these services and increase efficiency of scheduling, as well as reducing trips by the selected maintenance provider. With combining the facilities, as well as installing newer equipment at the Senior Center, the City has reduced the visits per year to just two (2) seasonal trips.

Notice was published on March 10 and March 17, 2012 in the Whidbey News Times and the Seattle Daily Journal of Commerce to obtain proposals from qualified providers of HVAC maintenance services.

The proposed bidders toured the facilities to inventory, inspect and observe the HVAC and ventilation equipment prior to submitting their bids.

Amount of the Bids: Staff received and opened ten sealed bids on March 30, 2012. The bid totals are tabulated below:

Company	2012	2013	2014
Barron	$ 4,879.45	$ 4,879.45	$ 5,121.77
GSC Mechanical	$ 6,724.35	$ 6,724.35	$ 7,733.02
Pacific Air Control	$ 8,000.32	$ 8,000.32	$ 8,240.33
CCI	$ 9,919.00	$ 17,304.00	$ 17,825.00
Smith Mechanical	$ 11,798.00	$ 11,798.00	$ 12,488.00
MacDonald-Miller	$ 12,458.00	$ 12,840.00	$ 13,312.00
Handy's Heating	$ 14,778.86	$ 14,778.86	$ 15,517.80
Johnson Control	$ 17,226.00	$ 17,743.00	$ 18,276.00
Siemens	$ 17,469.00	$ 18,081.00	$ 18,714.00
Diamond Constructors	$ 17,594.73	$ 17,594.73	$ 18,474.47

Staff reviewed the bid prices and is knowledgeable of the qualifications and experience of the low bidder.

It is recommended that the bid award, in the amount of $4,879.45 for the first and second year, and $5,121.77 for the third year, be awarded to Barron Heating and Air Conditioning, who is the lowest responsible bidder. Barron is located in Ferndale and Mount Vernon and can offer a reasonable response time for requested repairs.

Funding: The funding for the current service contracts is $12,333.57. The new funding required would be a cost savings to the City in the amount of $7,454.12 for the first and second year, and $7,211.80 for the third year.

STANDING COMMITTEE REPORT

The request for bids was reviewed by the Public Works Standing Committee on March 1, 2012. Bid results have not been presented to any standing committees due to timing issues.

RECOMMENDED ACTION

Authorize the bid award to Barron Heating and Air Conditioning in the amounts of $4,879.45 for the first and second year of service, with the option to contract for a third year in the amount of $5,121.77, and authorize the Mayor to sign the contract.

ATTACHMENTS

- Professional Services Agreement
- HVAC Services proposal from Barron Heating and Air Conditioning

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this _____ day of _____, 2012, by and between the CITY OF OAK HARBOR, a Washington municipal corporation, hereinafter referred to as the "CITY" and BARRON HEATING AND AIR CONDITIONING, hereinafter referred to as the "SERVICE PROVIDER".

WHEREAS, the CITY desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient CITY resources are not available to provide such services; and

WHEREAS, the SERVICE PROVIDER represents the SERVICE PROVIDER is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, the parties hereto agree as follows:

1. Scope of Services.
   The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Exhibit "A" attached hereto and incorporated herein (the "Project").

2. Term.
   The Project shall begin on MAY 2, 2012, and shall be completed no later than DEC 31, 2013, with an option to renew for a third year, until DEC 31, 2014, unless sooner terminated according to the provisions herein.

3. Compensation and Method of Payment.
   3.1 Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.
   3.2 No payment shall be made for any service rendered by the SERVICE PROVIDER except for services identified and set forth in this Agreement.
   3.3 The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement as follows: 2012-$4,879.45 AND 2013-$4,879.45 (AND 3rd year option 2014-$5,121.77)

4. Reports and Inspections.
   4.1 The SERVICE PROVIDER at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.

4.2 The SERVICE PROVIDER shall at any time during normal business hours and as often as the CITY or State Auditor may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the CITY or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The CITY shall receive a copy of all audit reports made by the agency or firm as to the SERVICE PROVIDER'S activities. The CITY may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the SERVICE PROVIDER'S activities that relate, directly or indirectly, to this Agreement.

5. Independent Contractor Relationship.

5.1 The parties intend that an independent contractor relationship will be created by this Agreement. The CITY is interested primarily in the results to be achieved; subject to paragraphs herein, the implementation of services will lie solely with the discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

5.2 In the performance of the services herein contemplated, the SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

6. Service Provider Employees/agents.

The CITY may at its sole discretion require the SERVICE PROVIDER to remove an employee(s), agent(s) or servant(s) from employment on this Project. The SERVICE PROVIDER may, however, employ that (those) individual(s) on other non-CITY related projects.

7. Hold Harmless/Indemnification.

7.1 SERVICE PROVIDER shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the SERVICE PROVIDER in performance of this Agreement, except for injuries and damages caused by the sole negligence of the CITY.

7.2 For purposes of this indemnification and hold harmless agreement, the SERVICE PROVIDER waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The parties expressly agree that this waiver of workers' compensation immunity has been negotiated.

7.3 No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

8. Insurance.

The SERVICE PROVIDER shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the SERVICE PROVIDER, its agents, representatives, or employees.

8.1 Minimum Scope of Insurance. SERVICE PROVIDER shall obtain insurance of the types described below:

a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The CITY shall be named as an insured under the SERVICE PROVIDER'S Commercial General Liability insurance policy with respect to the work performed for the CITY.

c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Professional Liability Insurance appropriate to the SERVICE PROVIDER'S profession.

8.2 Minimum Amounts of Insurance. SERVICE PROVIDER shall maintain the following insurance limits:

a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of One Million Dollars ($1,000,000) per accident.

b. Commercial General Liability insurance shall be written with limits no less than One Million Dollars ($1,000,000) each occurrence, Two Million Dollars ($2,000,000) general aggregate.

c. Professional Liability insurance shall be written with limits no less than One Million Dollars ($1,000,000) per claim and One Million Dollars ($1,000,000) policy aggregate limit.

8.3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

a. The SERVICE PROVIDER'S insurance coverage shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the SERVICE PROVIDER'S insurance and shall not contribute with it.

b. The SERVICE PROVIDER'S insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30)

days prior written notice by certified mail, return receipt requested, has been given to the CITY.

8.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

8.5 Verification of Coverage. SERVICE PROVIDER shall furnish the CITY with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the SERVICE PROVIDER before commencement of the work.

9. Treatment of Assets.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement.

10. Compliance with Laws.

10.1 The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

10.2 The SERVICE PROVIDER specifically agrees to pay any applicable business and occupation (B&O) taxes that may be due on account of this Agreement.

11. Nondiscrimination.

11.1 The CITY is an equal opportunity employer.

11.2 Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability; provided that the prohibition against discrimination in employment because of disability, or the use of a trained dog guide or service animal by a person with a disability, shall not apply if the particular disability prevents the proper performance of the particular worker involved. The SERVICE PROVIDER shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The SERVICE PROVIDER shall take such action with respect to this Agreement as

may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

11.3 Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability.

11.4 If any assignment and/or subcontracting has been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. Assignment/subcontracting.

12.1 The SERVICE PROVIDER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

12.2 Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

12.3 Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the CITY.

13. Changes.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

14. Maintenance and Inspection of Records.

14.1 The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

14.2 The SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this Agreement, for six (6) years after its expiration. The SERVICE PROVIDER agrees that the CITY or its designee shall have full access

and right to examine any of said materials at all reasonable times during said period.

15. Other Provisions.
The following additional terms shall apply: It is agreed between the parties that pursuant to changes in state law necessitating that services hereunder be expanded, the parties shall negotiate an appropriate amendment. If after thirty (30) days of negotiation, agreement cannot be reached, the CITY may terminate this Agreement no sooner than sixty (60) days thereafter.

16. Termination.
16.1 Termination for Convenience. The CITY may terminate this Agreement, in whole or in part, at any time, by giving thirty (30) days' written notice to the SERVICE PROVIDER. Upon such termination for convenience, the CITY shall pay the SERVICE PROVIDER for all services provided under this Agreement through the date of termination.
16.2 Termination for Cause. If the SERVICE PROVIDER fails to perform in the manner called for in this Agreement, or if the SERVICE PROVIDER fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days' written notice thereof, the CITY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the SERVICE PROVIDER setting forth the manner in which the SERVICE PROVIDER is in default. The SERVICE PROVIDER will only be paid for services performed in accordance with the manner of performance set forth in this Agreement through the date of termination.

17. Notice.
Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

18. Attorneys Fees and Costs.
If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

19. Jurisdiction and Venue.
19.1 This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.
19.2 Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Island County, Washington.

20. Severability.

20.1 If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

20.2 If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision that may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

21. Entire Agreement.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute a material breach of contract and be cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:

CITY OF OAK HARBOR
865 SE Barrington Drive
Oak Harbor, WA 98277

_____
Scott Dudley, Mayor

Attest:

_____
Connie Wheeler, City Clerk

SERVICE PROVIDER:

Barron Heating & Air Conditioning
5100 Pacific Highway
Ferndale, WA 98248

_____

ATTACHMENT "A"
SCOPE OF WORK

1. The contractor will be required to conduct semi-annual/seasonal, prescheduled preventative maintenance visits to each facility as follows:

   City Hall: two (2) mechanical/seasonal visits on all equipment and controller.
   Police Department: two (2) mechanical/seasonal visits on all equipment.
   Fire Department: two (2) mechanical/seasonal visits on all equipment, except automation equipment; AND one (1) automation control visit for controllers.
   Senior Center: two (2) mechanical/seasonal visits on all equipment.
   Public Works: two (2) Semi-annual/seasonal visits on all HVAC units and furnaces; AND one (1) mechanical visit on all exhaust fans, unit heaters, air dryers, compressors, and radiant tube heaters.

NOTE: City will provide apparatus with secure work platform for access to roof top exhaust fans and high bay unit heaters. The City will also provide all filters and belts for equipment as required for maintenance.

2. The contractor will be required to address any concerns about the system operation and recommend the most efficient and economical solution to the City, including identifying energy waste and inefficiencies.

3. The contractor will be required to ensure equipment is operating to expected industry standards.

4. The contractor will be required to inform the City of the life expectancy of existing equipment to allow for budgeting and replacement of equipment.

5. The contractor will provide the City with an emergency contact and be able to respond 24/7.

6. The contractor shall provide, if available, discounts on parts and labor for scheduled or unscheduled maintenance repairs.

BARRON

HEATING AIR CONDITIONING

MAINTENANCE AND SERVICE AGREEMENT PROPOSAL FOR:

CITY OF OAK HARBOR

865 BARRINGTON DRIVE
OAK HARBOR, WA 98277

We're Not

COMFORTABLE

Until You Are!

5100 Pacific Highway
Ferndale, WA 98248
800-328-7774. 360-676-1331

Proposal presented March 30, 2012

RFP PROPOSAL FORM

TO: City of Oak Harbor

FROM: Company Name: Barron Heating & Air Conditioning

COMPANY ADDRESS: 5100 Pacific Highway

CITY, STATE, ZIP CODE: Ferndale WA 98248

PHONE, EMAIL & FAX NUMBER: 800-328-7774 F = 360-671-3713
www.Barronheating.com

SUBMITTAL REQUIREMENTS CHECKLIST:

1. Copies of licenses and training certificates for key personnel who would be assigned to the contract.
2. A completed and signed Form #1 Contractor Qualification Certificate
3. A completed and signed RFP Proposal Form
4. A completed and signed Cost Proposal Form
5. A completed and signed Non-Collusion Certificate

Exceptions:

Except as noted below, the undersigned hereby agrees to comply with all the terms & conditions put forth in the City's Request for Proposal.

I hereby acknowledge I have read and understand the insurance requirements listed in Attachment "B", and have either 1) provided an insurance certificate showing amounts of current coverage or 2) provided a statement below indicating our company currently has the necessary coverage's or is willing to obtain, at our cost, the necessary coverage's required.

Daniel Millington
Authorized Signature

033012
Date

Service Manager
Title

COST PROPOSAL FORM

Please provide lump sum amounts for each of the following:

2012 Total $ 4,879 45 + Tax
Duration-April-December

2013 Total $ 4 879 45 + Tax

Option to renew:

2014 Total $ 5,121 77 + Tax

FORM #1 CONTRACTOR QUALIFICATION CERTIFICATE

(Form to be submitted with RFP)

GENERAL COMPANY INFORMATION

COMPANY NAME Barron Heating & Air Conditioning

ADDRESS 5100 Pacific Highway, Ferndale WA 98248

OWNER NAME Bill Pinkey, John Barron

CONTACT PERSON'S NAME AND TITLE Dan Millspaugh, Service Manager

E-MAIL danm@barronheating.com

MINIMUM QUALIFICATIONS:

1. OPEN WASHINGTON STATE DEPARTMENT OF REVENUE BUISNESS LICENSE # (UBI); 600-092-564
2. ACTIVE WASHINGTON STATE CONTRACTOR LICENSE #; BARROHA179D7
3. CURRENT EMPLOYMENT SECURITY #; 365696019

VERIFY THE FOLLOWING

4. CHOOSE ONE:

   ☒ Proposer has current industrial insurance coverage for employees working in Washington; or
   o Proposer is not required to have industrial insurance coverage for employees working in Washington as required by Title 51 RCW.

5. CHOOSE ONE:

   ☒ Proposer has not been disqualified or debarred from bidding on any federal or state bidding; or
   o Proposer has been disqualified or debarred from bidding on any federal or state bidding;

   Explain:

ADDITIONAL QUALIFICATIONS:

6. NUMBER OF YEARS IN BUSINESS UNDER CURRENT COMPANY NAME/LICENSE # 40
7. NUMBER OF EMPLOYEES IN YOUR COMPANY 90

8. EXPERIENCE WORKING WITH MUNICIPALITIES

HVAC maintenance and service agreement for the City of Ferndale WA., 2009-present
HVAC maintenance and service agreement for the City of Marysville WA., 1990-2008
HVAC installations and service for Island County, 2007-present
HVAC maintenance and service for Central Whidbey Fire and Rescue, 2010-present
City of Ferndale Facilities Superintendant; Mike Ormiston work cell, 360-410-0206
Island County Maintenance Dept. Facilities Director; Dan Sherk work cell, 360-202-9322

9. PLEASE LIST EXPERIENCE OF "KEY PERSONNEL" THAT WILL BE ASSIGNED TO SUPERVISE OR WORK ON CITY CONTRACTED SITE:

Eight Skilled Technicians who have all received an AA Degree in Commercial and Industrial HVAC and Refrigeration Technology and have had a minimum of 5 – 16 years of field experience in Commercial, Light Commercial and residential HVAC/R maintenance and repairs.

10. PLEASE DESCRIBE CURRENT SCREENING PROCESS FOR HIRING EMPLOYEES:

Application for employment. Candidate must supply a driver's abstract indicating a clean driving record. Pass a written 50 question HVAC exam, complete and pass by illustrating a "working" electrical wiring diagram for an HVAC system. Must pass a mandatory drug screened Urinalysis. Have completed two (2) personal interviews, one conducted by one of the company owners, John Barron.

11. PLEASE DESCRIBE CURRENT EMPLOYEE TRAINING AND/OR RELEVANT CERTIFICATIONS:

Must have minimum an "active" electrical training card for the State of Washington, prefer an "active" electrical License. Have an Associate in Applied Science Degree in HVAC Technology from an accredited College or Trade School. Have a "Universal" type EPA refrigeration certification. Passed the Industry Competency Exams (ICE) for; Commercial refrigeration, Light Commercial Heating and Cooling. At one time required ALL Technicians were required to be certified by the North American Technician Excellence (NATE) for installation and service of heat pumps, air conditioners and gas furnaces, some still are. Continuing education (8 hours annual) for electrical certifications. All are CPR and First Aid Certified.

12. LIST YOUR COMPANIES RECENT EXPERIENCE IN REQUESTED SERVCIES:

Barron Heating & Air Conditioning Inc. has 3100 service agreements that we perform annual maintenance on the equipment. Of the 3100, 400+ are commercial sites with multiple pieces of equipment varying in size from 92 tons cooling, 1,100,000 btu's heating, down to simple residential equipment in a commercial applications. Our commercial HVAC accounts vary from Puyallup WA, to Orcas Island and from simple Law offices to San Juan high School & middle schools, to multiple floored buildings locally.

Page 14 is revised as follows:

RFP PROPOSAL FORM

TO: **City of Oak Harbor**

FROM: Company Name: Barron Heating & Air Conditioning

COMPANY ADDRESS: 5100 Pacific Highway

CITY, STATE, ZIP CODE: Ferndale, WA. 98248

PHONE, EMAIL & FAX NUMBER: 800·328·7774 F- 360·671·3713
www.Barronheating.com

SUBMITTAL REQUIREMENTS CHECKLIST:

1. Copies of licenses and training certificates for key personnel who would be assigned to the contract.
2. A completed and signed Form #1 Contractor Qualification Certificate
3. A completed and signed RFP Proposal Form
4. A completed and signed Cost Proposal Form
5. A completed and signed Non-Collusion Certificate
6. A completed **Addenda Received** (see below)

Exceptions:
Except as noted below, the undersigned hereby agrees to comply with all the terms & conditions put forth in the City's Request for Proposal.
I hereby acknowledge I have read and understand the insurance requirements listed in Attachment "B", and have either 1) provided an insurance certificate showing amounts of current coverage or 2) provided a statement below indicating our company currently has the necessary coverage's or is willing to obtain, at our cost, the necessary coverage's required.

Daniel Millspaugh
Authorized Signature

033012
Date

Service Manager
Title

ADDENDA RECEIVED

Addendum No.	Date Received	Name of Recipient
01	032312	Dan Millspaugh
02	032712	Dan Millspaugh

NOTE: Bidder shall acknowledge receipt of all addenda. Bidder is responsible for verifying the actual number of agenda issued prior to submitting a Proposal.

Page 15 is amended as follows:

COST PROPOSAL FORM

Please provide total for each facility and grand total for all facilities as follows:

2012 duration, (April – December)	**Facility**	**Totals**
	Fire Department	$ 781 81
	Police Department	$ 807 59
	City Hall	$ 808 60
	Senior Center	$ 482 79
	Public Works	$ 1998 66
	GRAND TOTAL	$ 4,879 45

2013	**Facility**	**Totals**
	Fire Department	$ 781 81
	Police Department	$ 807 59
	City Hall	$ 808 60
	Senior Center	$ 482 79
	Public Works	$ 1998 60
	GRAND TOTAL	$ 4,879 45

2014 - *Option to renew*	**Facility Total**	**Totals**
	Fire Department	$ 820 26
	Police Department	$ 847 86
	City Hall	$ 848 79
	Senior Center	$ 506 76
	Public Works	$ 2,098 10
	GRAND TOTAL	$ 5,121 77

NON-COLLUSION CERTIFICATE

STATE OF Washington

ss.

COUNTY OF Whatcom

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in the preparation and submission of a proposal to the City of ~~Bellevue~~ for consideration in the award of a contract on the improvement described as follows: Oak Harbor

Barron Heating & Air Conditioning

Name of Company

Service Manager

Title

Sworn to before me this day of 2012, March 29th

Notary Public

RAKSHA S. RUGHANI
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES 4-26-2015

OP ID: L1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/16/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Unity Group - Bellingham
110 Unity Street, P.O. Box X
Bellingham, WA 98227
Robert H. Dale
360-647-9000
360-734-8496

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: BARRO-2

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Western Insurance	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Barron Heating & Air Conditioning Inc
5100 Pacific Hwy
Ferndale, WA 98248

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	X	X	CWP2943960	10/24/11	10/24/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			CWP2943960	10/24/11	10/24/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DEDUCTIBLE [X] RETENTION $ 10,000			CU2943961	10/24/11	10/24/12	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		CWP2943960 WASHINGTON STOP GAP	10/24/11	10/24/12	WC STATU-TORY LIMITS [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Install Floater			CWP2943960	10/24/11	10/24/12	All Risk	200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
REF: Water heater Install and Repair Work. Certificate holder is Additional Insured per CL CG 00 20 03 07 (Includes Waiver, Primary wording and Per project).

CERTIFICATE HOLDER

NAVI

Navien America, Inc.
20 Goodyear
Irvine, CA 92618

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Nancy R. Shaffer

ACORD 25 (2009/09) The ACORD name and logo are registered marks of ACORD

Heating, Ventilation, Air Conditioning & Refrigeration
Contractor Vendor Information

Barron Heating & Air Conditioning	**3/25/2012**
Company	Date / Total pages
Dan Millspaugh, Commercial Account Mngr, ext. 106	**800-328-7774, 360-676-1131 ext. 3**
Company contact	Phone
5100 Pacific Highway	**360-671-3713**
Address	Fax
Ferndale, WA 98248	danm@barronheating.com
City, State, Zip	E-mail
Contact person, in conjuction with after hours:	**360-715-2544 (5pm-8am M-F and weekends)**
Dan Millspaugh 360-410-7995	24-hour Emergency Service Phone Number

Hourly Rates

Hourly rates:	Regular *	Overtime *
Journeyman	$ 84.00	$ 126.00
Travel time is at above hourly rate(s) not to exceed 30 minutes		
Emergency response. On site within 2 (two) hours of notification	* Billed @ quarter hour increments	

Additional Charges or Discounts

Truck Charge(s)		$ 0
Mileage charge per mile		$ 0
Specialized Tools (vac pump, Freon recovery unit, combustion analyzers, Freon leak detection.), List:		
Freon Recovery machine	per use	$ 50.00
Vacuum Pump	per use	$ 10.00
Pressurized chemical coil cleaner (outdoor only)	per day	$ 20.00
Electronic Freon Detector	per day	$ 15.00
Electronic Combustion Analyzer	per use	$ 15.00

Special discounts, variable pricing, volume rebates, List:

All quoted (unscheduled) additional repairs, parts & Labor	discount	5 %
No additional charges for equipment used on scheduled maintenance work.		0

Technician Qualifications

All Barron HVAC/R Technicians are graduates with Associates in Applied Science degrees from an accredited College or Trade School in HVAC/R Technology. All are O6A electrical licensed by the State of Washington, or with the appropriate training card credentials.
Technicians are uniformed, alcohol & drug screened, Barron participates in a "drug free" program.

City of Oak Harbor Contact information

Please submit the information herein to:

Address: City of Oak Harbor
Oak Harbor
865 Barrington Drive
Oak Harbor, WA 98277

Sandra Place, Budget and Purchasing Specialist
e-mail: splace@oakharbor.org
Phone:
Operations Manager, Rich Tyhuis
cell Phone: 360-914-7251
e-mail: rtyhuis@oakharbor.org

Gas Furnace

1. Test temperature rise through furnace.
2. Test all furnace safety controls for proper operation.
3. Sand and calibrate spark rod, ohm value of hot surface igniter.
4. Test and adjust furnace gas pressure if applicable.
5. Check furnace electrical connections and wiring condition.
6. Test furnace sequence of operation.
7. Clean furnace blower compartment.
8. Check and clean furnace burner compartment.
9. Check furnace blower wheel **(cleaning is an additional cost).**
10. Check and clean furnace burners if applicable.
11. Inspect venting for rust and/or corrosion.
12. Check, sand flame sensor and pilot, check micro-amps.
13. Lubricate all moving parts if applicable.
14. Replace furnace filter **(media air cleaners is an additional cost).**
15. For **ALL** fossil-fuel burning equipment: Combustion analyzer testing and CO detection test performed in living area.

Heat Pumps & Air Conditioners

1. Replace air handler standard filter **(media air cleaners is an additional cost).**
2. Check and tighten all wire connections.
3. Test thermostat for proper operation.
4. Check, brush clean evaporator coil **(chemical cleaning is extra).**
5. Check, brush clean outdoor unit condenser coil if necessary.
6. Check outdoor condensing unit for level.
7. Check refrigerant charge and operating pressures.
8. Clear condensate trap and piping with compressed CO2
9. Check auxiliary heat, emergency heat for proper operation.
10. Check blower wheel (Remove & cleaning blower wheel is extra).
11. Check for correct temperature drop and rise through the system.
12. Check, inspect operation of all safety controls and contactors.
13. Lubricate all moving parts if applicable.
14. Test all electrical components operating amperage and voltages.
15. Verify correct defrost sequence of operation.

Electric Furnaces

1. Clean or replace filter **(media air cleaners is extra).**
2. Lubricate motor.
3. Check electrical connections.
4. Complete sequential operational check.
5. Check AMP draw of motor.
6. Check AMP draw of elements.
7. Check on/off sequence.
8. Check temperature rise.

Unit & Infrared heaters

1. Airside/see **"Gas furnace".**
2. Clean combustion air screen.
3. Sand, calibrate sparker rod.
4. Check hot surface igniter ohms.
5. Lubricate motor.
6. Check fan cycling devices.
7. Check gas pressures.
8. Check flame sense micro-amps.
9. Check safety circuit.
10. Check all wiring connections.
11. Verify operation by thermostat.
12. Check all motor amperages.

Geo-thermal Heat-pumps

1. Check for water leaks
2. Lubricate pumps & seals
3. Verify loop pressure
4. Verify coaxial pressures
5. Verify coaxial temperatures
6. Check heat-of-rejection rate
7. Verify pump flow rates
8. All motor amperage checks
9. Inspect blower wheel
10. Safety circuit check
11. Verify Freon operating pressures
12. Check compressor amperages
13. Airflow delta-T (if applicable)
14. Check system zone valves
15. Inspect wire connections
16. Change air filter if applicable

Boilers

1. Check for fuel and water leaks.
2. Lubricate pumps.
3. Brush clean heat exchanger.
4. Clean and service burners.
5. Check pilot or igniter.
6. Check firing rate.
7. Check flame safety circuit.
8. Check high limit safety.
9. Verify boiler loop pressure and feed valve.
10. Boiler controls test, adjust.
11. Check draft and flue static
12. Inspect venting, vacuum if necessary.
13. Verify temperature rise in boiler and supply and return.

Condensing Boilers

1. Gas-fired appliances, same as **"Gas furnaces"** above.
2. Water-side inspection, same as **"Boilers"** above.
3. Test combustion efficiency
4. Brush clean heat exchangers with chemicals and flush clear
5. Check and clean burners and burner plates.
6. Clean and flush condensate trap and related piping.
7. Check combustion motor.
8. Clean water screens.

Itemized Maintenance Inspection Check Points

BARRON
HEATING AIR CONDITIONING

5100 Pacific Highway, Ferndale WA 98248
(360)-676-1131, Toll free (800)-328-7774
www.barronheating.com

BARRON
HEATING AIR CONDITIONING

5100 Pacific Highway, Ferndale, WA 98248
t. 1 360 676-1131 1 800 328-7774 f. 1 360 671-3713

3302 Cedardale Road, Mount Vernon, WA 98274
t. 1 360 424-4962 1 800 967-8126 f. 1 360 848-9107

HVAC MAINTENANCE & SERVICE AGREEMENT

SUBMITTED TO:

Customer City of Oak Harbor
Address 865 SE Barrington Drive
Oak Harbor, WA 98277
Customer Contact Rich Tyhuis
Phone (360) 279-4753 (FAX) 360-679-3902

EQUIPMENT LOCATION:

Site #1 City Hall, Annual, $808.60, 2014 Annual $848.79
#2 Police Dept., Annual, $807.59, 2014 Annual $847.86
#3 Fire Dept., Annual, $781.81, 2014 Annual $820.26
#4 Senior Center, Annual, $482.79, 2014 Annual $506.76
#5 Public Works, Annual, $1998.66 2014 Annual $2,098.10
Date: March 30, 2012 Email:

BARRON HEATING & AIR CONDITIONING proposes to furnish Maintenance & Service on the equipment specified in the "EQUIPMENT LISTS PER INDIVIDUAL CITY OF OAK HARBOR SITES 1 THROUGH 5".

- **Maintenance & Service will be performed by a Qualified and Skilled HVAC\R Technician.**
- We will maintain and service all equipment subject to this agreement, equipment list available per individual City site. Maintenance will be provided according to our itemized "MAINTENANCE CHECK POINTS".
- Filters and drive V-belts provided by the City of Oak Harbor.
- *The City of Oak Harbor will receive a 5% discount on all separately quoted repairs, parts and labor.*

Your COMBINED ANNUAL Maintenance and Service Agreement investment for all sites listed above is: $4,879.45 + tax. Payment for this Maintenance & Service Agreement is at time of completed service, or semi-annually Net, within 30 days of invoice.

The term of this agreement shall be for a period of two (2) years with a "Third-year Option". Agreement shall commence in the month of April 2012, and the Third-year Option shall commence April 2014 with an increases listed above (in red) per individual City site, combined total of $5,121.77+ tax.

The "TERMS AND CONDITIONS" on the following page are part of this agreement. The customer acknowledges that he / she has read this agreement, understands it and agrees to be bound by its "TERMS AND CONDITIONS". The terms of this agreement may not be amended, modified, or rescinded except in writing and signed by both parties.

BARRON HEATING AND AIR CONDITIONING

By Daniel Millspaugh Date 033012
Dan Millspaugh, Account Manager danm@barronheating.com

This Agreement is hereby accepted by, (customer authorization and title)

By _____ **PO# (if required)** _____ **Date** _____

BARRON
HEATING AIR CONDITIONING

5100 Pacific Highway, Ferndale, WA 98248
t. 1 360 676-1131 1 800 328-7774 f. 1 360 671-3713

3302 Cedardale Road, Mount Vernon, WA 98274
t. 1 360 424-4962 1 800 967-8126 f. 1 360 848-9107

SCOPE OF COVERAGE
FOR
City of Oak Harbor, all sites

Maintenance & Service consists of the following schedule:

- **Semi-Annual, Pre-season, heating:** Full mechanical inspection and routine preventative maintenance servicing of all heating equipment listed in the City of Oak Harbor sites. Heating equipment includes; packaged A/C gas-fired and heat-pump roof top units (RTU's), Split heat-pump systems (CU, AHU), Hanging unit heaters (UH), heated make-up air units (MAU's), duct heaters (DH), gas fired radiant tube heaters (RT) and gas fired furnaces (FG). All equipment check points and maintenance performed will be in heating mode as per manufacturer's specifications. Drive V-belts will be changed as needed and at time of servicing, all filters will be replaced at time of heating service. (Sept. - Oct.)

- **Semi-Annual, Pre-season, cooling:** Full mechanical inspection and routine preventative maintenance servicing of all cooling equipment listed in the City of Oak Harbor sites. Cooling equipment includes; packaged A/C and heat-pump roof top units (RTU's), Split heat-pump and air conditioning systems (CU, A/C, AHU). All equipment checks points and maintenance performed will be in cooling mode per manufacturer's specifications. Drive V-belts will be replaced as needed, all filters will be replaced at time of cooling service. (April – May)

- **Annual** thermostat calibration and Building automation controls check with controls system operation overview.

- **Equipment repairs:** Quoted separately, unless an established limit has been set per site to make immediate repairs to failing or failed units.

- **Equipment Reports:** Supplied to the City of Oak Harbor upon completion of scheduled maintenance and unscheduled repair work.

***Preferential service is given over non-contract customers in emergency* and non-emergency situations**

BARRON
HEATING AIR CONDITIONING

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3302 Cedardale Road, Mount Vernon, WA 98274
t. 1 360 424-4962 1 800 967-8126 f. 1 360 848-9107

HVAC MAINTENANCE & SERVICE AGREEMENT

SUBMITTED TO:

Customer City of Oak Harbor
Address 865 Barrington Drive
Oak Harbor, WA 98277
Customer Contact Rich Tyhuis
Phone (W) 360-279-4735 (FAX) 360-679-3902

EQUIPMENT LOCATION:

Site #1 City Hall
Site Address 865 SE Barrington Drive
Oak Harbor, WA 98277
Site Contact
Date: March 29, 2012 Phone 360-

BARRON HEATING & AIR CONDITIONING proposes to furnish Maintenance & Service on the equipment specified in the "EQUIPMENT LIST". Maintenance & Service to be performed by a qualified and skilled HVAC/R Technician.

- We will maintain and service all equipment subject to this agreement. Maintenance and Service will be performed two times per year; once prior to heating season (Sept-Oct) and once prior to cooling season (April-May), at regular intervals and during our normal working hours. Maintenance will be provided according to our itemized "MAINTENANCE CHECK POINTS".
- Filters & drive V-belts provided by the City of Oak Harbor. Filters will be changed at time of equipment servicing.
- *You may select a pre-approved amount for necessary repairs found on a scheduled maintenance visit. This amount is $_____. If repairs exceed this amount a written estimate will be provided.*

Your ANNUAL maintenance & service agreement investment for this site (City Hall site #1) is: $808.60 + tax.
(Power washing and or chemical cleaning of evaporator & condenser coils are not included in this agreement). All repairs, parts and labor are additional & will be quoted separately.

The term of this agreement shall be for a period of two years and will begin in the month of April 2012.

The terms of this agreement may not be amended, modified, or rescinded except in writing and signed by both parties.

BARRON HEATING AND AIR CONDITIONING

By Daniel Millspaugh Date 033012
Dan Millspaugh, Account Manager

This Agreement is hereby accepted by, (customer authorization and title)

By_____ PO# (if required)_____ Date_____

EQUIPMENT LIST FOR:

City Hall

UNIT #	MAKE	TYPE	MODEL #	SERIAL #	LOCATION	ACCESS	BELTS
BO-1	PARKER	N/G BOILER	30501		MECH RM 1		
BO-2	PARKER	N/G BOILER	30501		MECH RM 2		
AHU-1	McQUAY	AIR HANDLER			MECH RM 1		
AHU-2	McQUAY	AIR HANDLER			MECH RM 2		
RTU-1	RPJ II	GAS PAK A/C			ROOF	LADDER	
RTU-2	RPG II	GAS PAK A/C			ROOF	LADDER	
CU-1	McQUAY	A/C CONDENSER			ROOF	LADDER	
CU-1	McQUAY	A/C CONDENSER			ROOF	LADDER	

3/29/2012

City Hall Pg. 2

UNIT #	MAKE	TYPE	MODEL #	SERIAL #	LOCATION	ACCESS	BELTS
EF-1	PENN	EXHAUST FAN			ROOF	LADDER	
EF-2	PENN	EXHAUST FAN			ROOF	LADDER	
EF-3	PENN	EXHAUST FAN			ROOF	LADDER	
EF-4	PENN	EXHAUST FAN			ROOF	LADDER	
EF-5	PENN	EXHAUST FAN			ROOF	LADDER	
CP-1	B&G	CIRC PUMP			MECH RM 1		
CP-2	B&G	CIRC PUMP			MECH RM 2		
HTW-1	Bradfordwhite	DOMESTIC HOT WTR			MECH RM 1		
ZC-1	ZONE CONT	BARBER COLMAN	8000		MECH RM 1		

BARRON
HEATING AIR CONDITIONING

5100 Pacific Highway, Ferndale, WA 98248
t. 1 360 676-1131 1 800 328-7774 f. 1 360 671-3713

3302 Cedardale Road, Mount Vernon, WA 98274
t. 1 360 424-4962 1 800 967-8126 f. 1 360 848-9107

HVAC MAINTENANCE & SERVICE AGREEMENT

SUBMITTED TO:

Customer City of Oak Harbor
Address 865 Barrington Drive
Oak Harbor, WA 98277
Customer Contact Rich Tyhuis
Phone (W) 360-279-4735 (FAX) 360-679-3902

EQUIPMENT LOCATION:

Site #2 Police Department
Site Address: 860 SE Barrington Drive
Oak Harbor, WA 98277
Site Contact Rick Wallace, Chief of Police
Date: March 29, 2012 Phone 360-279-4600

BARRON HEATING & AIR CONDITIONING proposes to furnish Maintenance & Service on the equipment specified in the "EQUIPMENT LIST". Maintenance & Service to be performed by a qualified and skilled HVAC/R Technician.

- We will maintain and service all equipment subject to this agreement. Maintenance and Service will be performed two times per year; once prior to heating season (Sept-Oct) and once prior to cooling season (April-May), at regular intervals and during our normal working hours. Maintenance will be provided according to our itemized "MAINTENANCE CHECK POINTS".
- Filters & drive V-belts provided by the City of Oak Harbor. Filters will be changed at time of equipment servicing.
- *You may select a pre-approved amount for necessary repairs found on a scheduled maintenance visit. This amount is $_____. If repairs exceed this amount a written estimate will be provided.*

Your ANNUAL maintenance & service agreement investment for this site (Police Dept. site #2) is: $807.59 + tax.
(Power washing and or chemical cleaning of evaporator & condenser coils are not included in this agreement). All repairs, parts and labor are additional & will be quoted separately.

The term of this agreement shall be for a period of two years and will begin in the month of April 2012.

The terms of this agreement may not be amended, modified, or rescinded except in writing and signed by both parties.

BARRON HEATING AND AIR CONDITIONING

By Daniel Millspaugh Date 033012
Dan Millspaugh, Account Manager

This Agreement is hereby accepted by, (customer authorization and title)

By_____ PO# (if required)_____ Date_____

EQUIPMENT LIST FOR:

Police Department

UNIT #	MAKE	TYPE	MODEL #	SERIAL #	LOCATION	ACCESS	BELTS
RTU-1	TRANE	GAS PAK A/C			ROOF	LADDER	
RTU-2	TRANE	GAS PAK A/C			ROOF		
RTU-3	TRANE	GAS PAK A/C			ROOF		
RTU-4	TRANE	GAS PAK A/C			ROOF		
AHU-1	TBD	AIR HANDLER			TBD		
CU-1	TBD	HEAT PUMP ODU			OUTSIDE		
CU-2	FUGITSU	A/C CONDENSER			ROOF	LADDER	
CU-3	FUGITSU	A/C CONDENSER			ROOF		

Police Dept. Pg. 2

UNIT #	MAKE	TYPE	MODEL #	SERIAL #	LOCATION	ACCESS	BELTS
AC-1	FUGITSU	AIR HANDLER			TBD		
AC-2	FUGITSU	AIR HANDLER			TBD		
EF-1	TBD	EXHAUST FAN			ROOF	LADDER	
EF-2	TBD	EXHAUST FAN			ROOF		
EF-3	TBD	EXHAUST FAN			ROOF		
EF-4	TBD	EXHAUST FAN			ROOF		
HTW-1	BRADFORD	DOMESTIC HT WTR			MECH ROOM		

BARRON
HEATING AIR CONDITIONING

5100 Pacific Highway, Ferndale, WA 98248
t. 1 360 676-1131 1 800 328-7774 f. 1 360 671-3713

3302 Cedardale Road, Mount Vernon, WA 98274
t. 1 360 424-4962 1 800 967-8126 f. 1 360 848-9107

HVAC MAINTENANCE & SERVICE AGREEMENT

SUBMITTED TO:

Customer City of Oak Harbor
Address 865 Barrington Drive
Oak Harbor, WA 98277
Customer Contact Rich Tyhuis
Phone (W) 360-279-4735 (FAX) 360-679-3902

EQUIPMENT LOCATION:

Site #3 Fire Department
Site Address 855 E Whidbey Ave.
Oak Harbor, WA 98277
Site Contact Mark Soptich, Fire Chief
Date: March 26, 2012 Phone 360-279-4700

BARRON HEATING & AIR CONDITIONING proposes to furnish Maintenance & Service on the equipment specified in the "EQUIPMENT LIST". Maintenance & Service to be performed by a qualified and skilled HVAC/R Technician.

- We will maintain and service all equipment subject to this agreement. Maintenance and Service will be performed two times per year at regular intervals and during our normal working hours. Maintenance will be provided according to our itemized "MAINTENANCE CHECK LIST".
- Filters & drive V-belts provided by the City of Oak Harbor. Filters will be changed at time of equipment servicing.
- *You may select a pre-approved amount for necessary repairs found on a scheduled maintenance visit. This amount is $_____. If repairs exceed this amount a written estimate will be provided.*

Your ANNUAL maintenance & service agreement investment for this site (Fire Dept. site #3) is: $781.81 + tax.
(Power washing and or chemical cleaning of evaporator & condenser coils are not included in this agreement). All repairs, parts and labor are additional & will be quoted separately.

The term of this agreement shall be for a period of two years and will begin in the month of April 2012.

The terms of this agreement may not be amended, modified, or rescinded except in writing and signed by both parties.

BARRON HEATING AND AIR CONDITIONING

By Dan Millspaugh Date 033012
Dan Millspaugh, Account Manager

This Agreement is hereby accepted by, (customer authorization and title)

By_____ PO# (if required)_____ Date_____

EQUIPMENT LIST FOR:

Fire Station

UNIT #	MAKE	TYPE	MODEL #	SERIAL #	LOCATION	ACCESS	BELTS
FG-1	TRANE	N/G FURNACE			MECH RM-2		DD
FG-2	TRANE	N/G FURNACE			MECH RM-2		DD
FG-3	TRANE	N/G FURNACE			MECH RM-1		DD
FG-4	TRANE	N/G FURNACE			MECH RM-2		DD
DH-5	TBD	DUCT HEATER			ABOVE EQP RM	LADDER	TBD
DH-6	TBD	DUCT HEATER			ABOVE EQP RM	LADDER	TBD
FG-7	TRANE	N/G FURNACE			MECH RM-2		DD
FG-8	TRANE	N/G FURNACE			MECH RM-2		DD

3/29/2012

Fire Station Pg. 2

UNIT #	MAKE	TYPE	MODEL #	SERIAL #	LOCATION	FILTERS	BELTS
FG-9	TRANE	N/G FURNACE			MECH RM-1		DD
FG-10	TRANE	N/G FURNACE			MECH RM-1		DD
CU-1	TRANE	A/C CONDENSER			OUTSIDE		DD
CU-2	TRANE	A/C CONDENSER			OUTSIDE		DD
CU-3	TRANE	A/C CONDENSER			OUTSIDE		DD
CU-4	TRANE	A/C CONDENSER			OUTSIDE		DD
CU-5	TRANE	A/C CONDENSER			OUTSIDE		DD
CU-6	TRANE	A/C CONDENSER			OUTSIDE		DD
CU-7	TRANE	A/C CONDENSER			OUTSIDE		DD

BARRON
HEATING AIR CONDITIONING

5100 Pacific Highway, Ferndale, WA 98248
t. 1 360 676-1131 1 800 328-7774 f. 1 360 671-3713

3302 Cedardale Road, Mount Vernon, WA 98274
t. 1 360 424-4962 1 800 967-8126 f. 1 360 848-9107

HVAC MAINTENANCE & SERVICE AGREEMENT

SUBMITTED TO:

Customer City of Oak Harbor
Address 865 Barrington Drive
Oak Harbor, WA 98277
Customer Contact Rich Tyhuis
Phone (W) 360-279-4735 (FAX) 360-679-3902

EQUIPMENT LOCATION:

Site #4 Senior Center
Site Address 51 SE Jerome Street
Oak Harbor, WA 98277
Site Contact Mike McIntyre, Manager
Date: March 29, 2012 Phone 360-279-4580

BARRON HEATING & AIR CONDITIONING proposes to furnish Maintenance & Service on the equipment specified in the "EQUIPMENT LIST". Maintenance & Service to be performed by a qualified and skilled HVAC/R Technician.

- We will maintain and service all equipment subject to this agreement. Maintenance and Service will be performed two times per year; once prior to heating season (Sept-Oct) and once prior to cooling season (April-May) and at regular intervals and during our normal working hours. Maintenance will be provided according to our itemized "MAINTENANCE CHECK POINTS".
- Filters & drive V-belts provided by the City of Oak Harbor. Filters will be changed at time of equipment servicing.
- *You may select a pre-approved amount for necessary repairs found on a scheduled maintenance visit. This amount is $_____. If repairs exceed this amount a written estimate will be provided.*

Your ANNUAL maintenance & service agreement investment of this site (Senior Center site #4) is: $482.79 + tax.
(Power washing and or chemical cleaning of evaporator & condenser coils are not included in this agreement). All repairs, parts and labor are additional & will be quoted separately.

The term of this agreement shall be for a period of two years and will begin in the month of April 2012.

The terms of this agreement may not be amended, modified, or rescinded except in writing and signed by both parties.

BARRON HEATING AND AIR CONDITIONING

By_____ Date 033012
Dan Millspaugh, Account Manager

This Agreement is hereby accepted by, (customer authorization and title)

By_____ PO# (if required)_____ Date_____

EQUIPMENT LIST FOR:

Senior Center

UNIT #	MAKE	TYPE	MODEL #	SERIAL #	LOCATION	ACCESS	BELTS
RTU-1	JCI	GAS PAK A/C			ROOF	LADDER	DD
RTU-2	JCI	GAS PAK A/C			ROOF	LADDER	DD
RTU-3	JCI	GAS PAK A/C			ROOF	LADDER	DD
RTU-4	JCI	GAS PAK A/C			ROOF	LADDER	DD
RTU-5	JCI	GAS PAK A/C			ROOF	LADDER	DD
EF-1	TBD	EXHAUST FAN			ROOF	LADDER	DD
EF-2	TBD	EXHAUST FAN			ROOF	LADDER	
EF-3	TBD	EXHAUST FAN			SIDE WALL	LADDER	

BARRON
HEATING AIR CONDITIONING

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3302 Cedardale Road, Mount Vernon, WA 98274
t. 1 360 424-4962 1 800 967-8126 f. 1 360 848-9107

HVAC MAINTENANCE & SERVICE AGREEMENT

SUBMITTED TO:

Customer City of Oak Harbor
Address 865 Barrington Drive
Oak Harbor, WA 98277
Customer Contact Rich Tyhuis
Phone (W) 360-279-4735 (FAX) 360-679-3902

EQUIPMENT LOCATION:

Site #5 Public Works
Site Address 1400 NE 16th Street
Oak Harbor, WA 98277
Site Contact Rich Tyhuis, Operations Manager
Date: March 30, 2012 Phone 360-279-4735

BARRON HEATING & AIR CONDITIONING proposes to furnish Maintenance & Service on the equipment specified in the "EQUIPMENT LIST". Maintenance & Service to be performed by a qualified and skilled HVAC/R Technician.

- We will maintain and service all equipment subject to this agreement. Maintenance and Service will be performed two times per year; once prior to heating season (Sept-Oct) and once prior to cooling season (April-May), at regular intervals and during our normal working hours. Maintenance will be provided according to our itemized "MAINTENANCE CHECK POINTS".
- Filters & drive V-belts provided by the City of Oak Harbor. Filters will be changed at time of equipment servicing.
- *You may select a pre-approved amount for necessary repairs found on a scheduled maintenance visit. This amount is $_____. If repairs exceed this amount a written estimate will be provided.*

Your ANNUAL maintenance & service agreement investment for this site (Public Works site #5) is: $1998.66 + tax.
Payment for this Maintenance & Service Agreement is: Net, within 30 days of invoice. Billing will be .
(Power washing and or chemical cleaning of evaporator & condenser coils are not included in this agreement). The Publics Work division will make available a "man-lift" to access roof vented exhaust fans on pitched roofs, hanging unit heaters and Infrared radiant tube heaters.

The term of this agreement shall be for a period of two years and will begin in the month of April 2012.

The terms of this agreement may not be amended, modified, or rescinded except in writing and signed by both parties.

BARRON HEATING AND AIR CONDITIONING

By Daniel Millspaugh Date 033012
Dan Millspaugh, Account Manager

This Agreement is hereby accepted by, (customer authorization and title)

By_____ PO# (if required)_____ Date_____

			PUBLIC WORKS	BUILDING "A"			
UNIT #	MAKE	TYPE	MODEL #	SERIAL #	LOCATION	ACCESS	BELTS
FG-5	CARRIER	N/G FURNACE			MEZZANINE		
UH-15	MODINE	N/G HANGING HTR			MEZZANINE	LADDER	
UH-16	MODINE	N/G HANGING HTR			MEZZANINE	LADDER	
RH-1	RAY	INFRARED RADIANT			SHOP BAY	LIFT	
RH-2	RAY	INFRARED RADIANT			SHOP BAY	LIFT	
RH-3	RAY	INFRARED RADIANT			SHOP BAY	LIFT	
RH-4	RAY	INFRARED RADIANT			SHOP BAY	LIFT	
RH-5	RAY	INFRARED RADIANT			SHOP BAY	LIFT	
EF-10	GREENHECK	EXHAUST FAN			ROOF	LADDER	
EF-11	GREENHECK	EXHAUST FAN			ROOF	LADDER	
EF-12	GREENHECK	EXHAUST FAN			ROOF	LADDER	
EF-13	GREENHECK	EXHAUST FAN			ROOF	LADDER	
EF-14	GREENHECK	EXHAUST FAN			ROOF	LADDER	
EF-15	GREENHECK	EXHAUST FAN			ROOF	LADDER	
CP-3		AIR COMPRESSOR			MECH RM-1		
AD-3	PNEUMATECH	AIR DRIER			MECH RM-1		

Poblic Works Build "B"

UNIT #	MAKE	TYPE	MODEL #	SERIAL #	LOCATION	ACCESS	BELTS
FG-6	CARRIER	N/G FURNACE			MECH RM 1		
FG-7	CARRIER	N/G FURNACE			MECH RM 1		
WH-2	POLARIS	HOT WATER HEATER			MECH RM 1		
CP-1		AIR COMPRESSOR			MECH RM 2		
AD-1	PNEUMATECH	AIR DRIER			MECH RM 2		
UH-12	MODINE	N/G HANGING HEAT			GARAGE	LIFT	
UH-13	MODINE	N/G HANGING HEAT			GARAGE	LIFT	
UH-14	MODINE	N/G HANGING HEAT			GARAGE	LIFT	
EF-6	GREENHECK	EXHAUST FAN			ROOF	LIFT	
EF-7	GREENHECK	EXHAUST FAN			ROOF	LIFT	
EF-8	GREENHECK	EXHAUST FAN			ROOF	LIFT	
EF-9	GREENHECK	EXHAUST FAN			ROOF	LIFT	

3/29/2012

EQUIPMENT LIST FOR:

Public Works, Building "C"

UNIT #	MAKE	TYPE	MODEL #	SERIAL #	LOCATION	ACCESS	BELTS
HTW-1	FIREPOWER	N/G HOT WATER HTR			MECH ROOM 1		DD
FG-1	CARRIER	N/G FURNACE			MECH ROOM 1		DD
FG-2	CARRIER	N/G FURNACE			MECH ROOM 1		DD
FG-3	CARRIER	N/G FURNACE			MECH ROOM 1		DD
DC-1	TBD	DUST COLLECTION			FAB SHOP		
DC-2	STERNVENT	DUST COLLECTION			OUTSIDE		
UH-1	MODINE	N/G HANGING HEATER			STORAGE	LIFT	
UH-2	MODINE	N/G HANGING HEATER			STORAGE	LIFT	
UH-3	MODINE	N/G HANGING HEATER			STORAGE	LIFT	
UH-4	MODINE	N/G HANGING HEATER			MAINT. SHOP	LIFT	
UH-5	MODINE	N/G HANGING HEATER			MAINT. SHOP	LIFT	
UH-6	MODINE	N/G HANGING HEATER			MAINT. SHOP	LIFT	
UH-7	MODINE	N/G HANGING HEATER			MAINT. SHOP	LIFT	
FG-4	CARRIER	N/G FURNACE			MAINT. SHOP	LADDER	

3/29/2012

Public Works Build. "C" pg. 2

UNIT #	MAKE	TYPE	MODEL #	SERIAL #	LOCATION	ACCESS	BELTS
UH-8	MODINE	N/G HANGING HTR			FAB SHOP	LIFT	
UH-9	MODINE	N/G HANGING HTR			FAB SHOP	LIFT	
UH-10	MODINE	N/G HANGING HTR			FAB SHOP	LIFT	
UH-11	MODINE	UNIT HEATER			FAB SHOP	NO LIFT	
EF-1	GREENHECK	EXHAUST FAN			ROOF	NO LIFT	
EF-2	GREENHECK	EXHAUST FAN			ROOF	NO LIFT	
EF-3	GREENHECK	EXHAUST FAN			ROOF	NO LIFT	
EF-4	GREENHECK	EXHAUST FAN			ROOF	NO LIFT	
EF-5	GREENHECK	EXHAUST FAN			ROOF	NO LIFT	
WH-1	POLARIS	N/G WTR HTR			MECH RM 2		
HV-1	REZNOR	N/G HEAT MAKE UP			ROOF	LADDER	
GP-1	CARRIER	GAS PAK A/C			ROOF	LADDER	
GP-2	CARRIER	GAS PAK A/C			ROOF	LADDER	
GP-3	CARRIER	GAS PAK A/C			ROOF	LADDER	

Public Works Build. "C" Pg 3

UNIT #	MAKE	TYPE	MODEL #	SERIAL #	LOCATION	ACCESS	BELTS
EF-16	GREENHECK	EXHAUST FAN			ROOF	LIFT	
EF-17	GREENHECK	EXHAUST FAN			ROOF	LIFT	
EF-18	GREENHECK	EXHAUST FAN			ROOF	LIFT	
EF-19	GREENHECK	EXHAUST FAN			ROOF	LIFT	
EF-20	GREENHECK	EXHAUST FAN			ROOF	LIFT	
CP-1		AIR COMPRESSOR			MECH RM 3		
AD-1	PNEUMATECH	AIR DRIER			MECH RM 3		

CERTIFIED AS PROVIDED BY LAW AS
ELECTRICIAN HVAC/RFRG

CERT. #		EXP. DATE
EL6A	PEWTRG*913ME	7/17/2013
EFFECTIVE DATE		1/8/2011

PEWTRESS, GREG
2115 TAYLOR AVE APT #14
BELLINGHAM WA 98225

Signature

Issued by DEPARTMENT OF LABOR AND INDUSTRIES

Certificate of Completion

This is to certify that

Greg A Pewtress

has been certified as a

Technician TYPE UNIVERSAL

as required by 40 CFR 82 Subpart F.

Certified by ARI
EPA Approved
September 30, 1993

2244999 — ID Number
12/1/2005 — Date

ARI AIR-CONDITIONING & REFRIGERATION INSTITUTE

Certificate of Competency

Awarded to

Greg Pewtress

for successfully passing the

Light Commercial A/C & Heating Exam

890-10-2734 — ID Number
2/23/2007 — Date
President ARI
President GAMA

CERTIFIED AS PROVIDED BY LAW AS
ELECTRICIAN HVAC/RFRG

CERT. #		EXP. DATE
EL6A	MILLSD*950D5	4/2/2014
EFFECTIVE DATE		4/30/2005

MILLSPAUGH, DANIEL
6081 MEADOW CRESCENT
FERNDALE WA 98248

Signature

Issued by DEPARTMENT OF LABOR AND INDUSTRIES

Certificate of Completion

This is to certify that

Daniel W Millspaugh

has been certified as a

Technician TYPE UNIVERSAL

as required by 40 CFR 82 Subpart F.

Certified by ARI
EPA Approved
September 30, 1993

541-76-7353 — ID Number
6/8/2001 — Date

ARI AIR-CONDITIONING & REFRIGERATION INSTITUTE

Certificate of Competency

Awarded to

Daniel W Millspaugh

for successfully passing the

Commercial Refrigeration Exam
Light Commercial A/C & Heating Exam

541-76-7353 — ID Number
3/6/2003 — Date
President ARI
President GAMA

Certificate of Completion

This is to certify that

Josh A. Brooks

has been certified as a

Technician TYPE UNIVERSAL

as required by 40 CFR 82 Subpart F.

Certified by ARI EPA Approved September 30, 1993

2245004 — ID Number

12/1/2005 — Date

ARI AIR-CONDITIONING & REFRIGERATION INSTITUTE

Certificate of Competency

Awarded to

Tim A Stewart

for successfully passing the

Commercial Refrigeration Exam

Light Commercial A/C & Heating Exam

890-01-9728 — ID Number

6/13/2003 — Date

President ARI

President GAMA

CERTIFIED AS PROVIDED BY LAW AS

ELECTRICIAN HVAC/RFRG

	CERT. #	EXP. DATE
EL6A	BROOKJA918LO	4/18/2012

EFFECTIVE DATE 11/21/2009

BROOKS, JOSHUA A.
PO BOX 29688
BELLINGHAM WA 98228

Signature

Issued by DEPARTMENT OF LABOR AND INDUSTRIES

Certificate of Completion

This is to certify that

Timothy A Stewart

has been certified as a

Technician TYPE UNIVERSAL

as required by 40 CFR 82 Subpart F.

Certified by ARI EPA Approved September 30, 1993

928-02-3244 — ID Number

6/14/2002 — Date

ARI AIR-CONDITIONING

Certificate of Competency

Awarded to

Josh Brooks

for successfully passing the

Commercial Refrigeration Exam

890-09-9788 — ID Number

5/25/2007 — Date

President ARI

President GAMA

Certificate of Completion

This is to certify that

Calin Matei

has been certified as a

Technician TYPE UNIVERSAL

as required by 40 CFR 82 Subpart F.

Certified by ARI EPA Approved September 30, 1993

2286341 — Certificate Number

11/20/2009 — Date

ARI AIR-CONDITIONING & REFRIGERATION INSTITUTE

Certificate of Competency

Awarded to

Josh Brooks

for successfully passing the

Light Commercial A/C & Heating Exam

890-09-9788 — ID Number

3/16/2007 — Date

President ARI

President GAMA

CERTIFIED AS PROVIDED BY LAW AS
ELEC TRNEE

	CERT. #	EXP. DATE
ET00	MATEICS902RG	12/7/2012

01, 02, 03, 04, 06, 6A, 07 = 75%
- ALL OTHER = 100% SUPRVSN

MATEI, CALIN STEFAN
1401 BARKLEY BLVD APT 103
BELLINGHAM WA 98226

Issued by DEPARTMENT OF LABOR AND INDUSTRIES

Certificate of Competency

Awarded to

Robert T Edwards

for successfully passing the

Commercial Refrigeration Exam.
Light Commercial A/C & Heating Exam

537-92-5221 — ID Number
3/6/2003 — Date
President ARI
President GAMA

Certificate of Completion

This is to certify that

James Slagle

has been certified as a

Technician TYPE UNIVERSAL

as required by 40 CFR 82 Subpart F

534-94-3670 — 08/30/96

Certificate of Completion

This is to certify that

Robert T Edwards

has been certified as a

Technician TYPE UNIVERSAL

as required by 40 CFR 82 Subpart F.

Certified by ARI EPA Approved September 30, 1993

537-92-5221 — ID Number
6/8/2001 — Date

AIR-CONDITIONING & REFRIGERATION INSTITUTE

CERTIFIED AS PROVIDED BY LAW AS
ELECTRICIAN HVAC/RFRG

	CERT. #	EXP. DATE
EL6A	SLAGLJA915JH	6/30/2012
EFFECTIVE DATE		4/8/2009

SLAGLE, JAMES A
1626 BROOKWOOD DR
FERNDALE WA 98248

DEPARTMENT OF LABOR AND INDUSTRIES

CERTIFIED AS PROVIDED BY LAW AS
ELECTRICIAN HVAC/RFRG

	CERT. #	EXP. DATE
EL6A	EDWARRT956D5	11/5/2013
EFFECTIVE DATE		5/14/2005

EDWARDS, ROBERT T
4625 EVERSON GOSHEW RD
BELLINGHAM WA 98226

Signature _____
Issued by DEPARTMENT OF LABOR AND INDUSTRIES

DEPARTMENT OF LABOR & INDUSTRIES
Certified as provided by Law as:

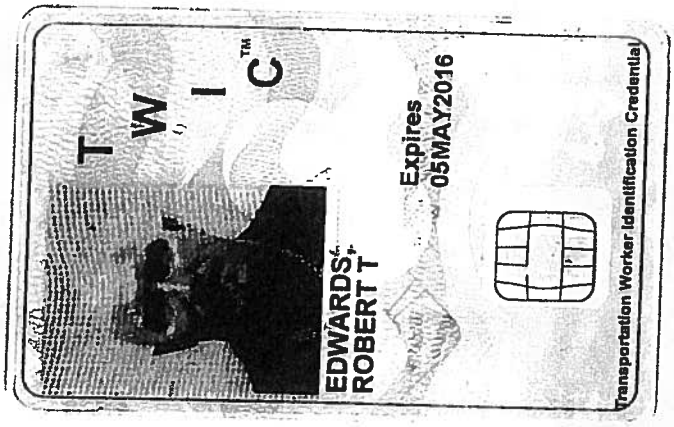
Electrician

(EL6A) - HVAC/RFRG LTD ENERGY

JEFFECS913KG

Eff Date: 6/8/2009 Exp Date: **2/5/2015**

JEFFERSON, CAREY S
8081 ANCHOR PARKWAY
BLAINE, WA 98230



Certificate of Completion

This is to certify that

Carey S Jefferson

has been certified as a

Technician TYPE UNIVERSAL

as required by 40 CFR 82 Subpart F.

Certified by ARI EPA Approved September 30, 1993

2235021 — ID Number
12/10/2004 — Date

AIR-CONDITIONING & REFRIGERATION INSTITUTE

SILVER CERTIFIED TECHNICIAN

Issued To: Merritt Washburn

Technician ID: 0234WASH

City/State: Bellingham, WA

Expires: April 2015

TODAY'S HEAT

CERTIFIED AS PROVIDED BY LAW AS
ELEC TRNEE

	CERT. #	EXP. DATE
ET00	WASHBMS919L3	6/23/2013

01, 02, 03, 04, 06, 6A, 07 = 75%
- ALL OTHER = 100% SUPRVSN

WASHBURN, MERRITT S
837 EVERGREEN STREET
LYNDEN WA 98264

Signature

Issued by DEPARTMENT OF LABOR AND INDUSTRIES

NCI
National Comfort Institute, Inc.

Carbon Monoxide & Combustion Analysis
C1126310
expires: 10/6/2013

Michael Rusk

certified since: 10/6/2011

Has successfully participated in training, and has passed a required written examination by the National Comfort Institute to perform Carbon Monoxide Testing & Combustion Analysis for residential and light commercial systems according to NCI standards & practices.

Rob Falke, President

National Comfort Institute Inc. 440-949-1850
www.nationalcomfortinstitute.com

Certificate of Competency

Awarded to

Merritt Washburn

for successfully passing the

Light Commercial A/C & Heating Exam

890-10-2020	5/22/2009		
ID Number	Date	President ARI	President GAMA

esco institute

Program EPA Approved
December 28, 1993

CERTIFICATE NO. 0345012363600

EPA Certified

NAME: MICHAEL D. RUSK

has been certified as a

UNIVERSAL

technician as required by 40CFR part 82 subpart F

Certificate of Competency

Awarded to

Merritt Washburn

for successfully passing the

Commercial Refrigeration Exam

890102020	3/20/2009		
ID Number	Date	President ARI	President GAMA

NORTH AMERICAN TECHNICIAN EXCELLENCE
NATE
CERTIFYING THE FINEST IN HVACR

Recertify before your expiration date.
877.420.NATE (6283)
To view and update your record go to:
WWW.NATEX.ORG

The technician named on this card has successfully passed the examinations administered by

NORTH AMERICAN TECHNICIAN EXCELLENCE

and is certified in the [illegible] and equipment specialties shown (on reverse).

Certificate of Completion

This is to certify that

Merritt Washburn

has been certified as a

Technician TYPE UNIVERSAL

as required by 40 CFR 82 Subpart F.

Certified by ARI
EPA Approved
September 30, 1993

2268421	4/18/2008
ID Number	Date

ARI AIR-CONDITIONING & REFRIGERATION INSTITUTE

Air Conditioning Contractors of America

This certifies that

Barron Heating & Air Conditioning, Inc.

is a member in good standing through

1/31/2013

ACCA is the nationwide association of superior heating, ventilation, air conditioning and refrigeration companies.

Paul T. Stalknecht
President & CEO

www.acca.org

BARRON
HEATING AIR CONDITIONING

BUSINESS SUMMARY

Founded in 1972 by Dan Barron, Barron Heating has been designing, installing and servicing commercial and residential HVAC systems for over 38 years. Our primary service area extends throughout Northwest Washington and includes Whatcom, Skagit, Island, San Juan, Snohomish and King Counties. Additionally, our special projects (military housing) division frequently mobilizes for out-of-state projects.

With a staff of over 100 full time employees, we complete over 1,200 residential and commercial HVAC projects a year with annual sales of over $14 million. All of our installation work is supported by a service division with 12 full time service technicians. Other business operations include hydronic heating, commercial refrigeration and retail stove, fireplace and spa sales.

We take great pride in being consistently rated the top performing sub-contractor by our large base of general contractor clients. Everyone in our Company is committed to providing the most efficient, first class workmanship and services anywhere. We are a Carrier Factory Authorized Dealer.

Our main office and showroom is located in a 35,000 sq. ft. facility in Ferndale, Washington, and a 12,000 sq. ft. branch office and showroom is located in Mt. Vernon, Washington.

PRODUCTS AND SERVICES

- Residential—Commercial HVAC
- System Design and Installation
- Sheet Metal Fabrication
- Commercial Refrigeration
- Stoves and Fireplaces
- Spas and Accessories
- Boilers and Hydronic Systems
- Complete Service Division
- Planned Maintenance Programs
- 24-Hours Emergency Service
- Licensed, Bonded Fully Insured
- Family Owned Since 1972

VITAL DATA

Contractors' Reg. Number: BARROHA179D7
Federal ID Number: 91-0894883
Employment Security Number: 365696019
Workers Comp Number: 33359700
UBI Number: 600 092 564

DUNS Number: 06 335 4369
Insurance Agent: Unity Group
Insurance Carrier: Trinity Universal
General Liability Limit: $1 Million
Umbrella Limit: $4 Million

FERNDALE
5100 Pacific Hwy
P. (360) 676-1131
F. (360) 671-3713

MT. VERNON
3302 Cedardale Road
P. (360) 424-4962
F. (360) 848-9107

BARRON
HEATING AIR CONDITIONING

SPECIAL PROJECTS REFERENCE LIST

Project Name: 106 Units - Military Family Housing
Owner Name: Dept. of Navy - NAS Whidbey
General: F2M/SCI
Contact: Norm Freeman (805) 949-7715
Amt/Completed: $318,000 1996

Project Name: 286 Units—MFH (Saratogo)
Owner Name: Dept. of Navy - NAS Whidbey
General: Atherton Construction, Inc.
Contact: Matt Muretta (406) 781-9474
Amt/Completed: $630,000 1997

Project Name: 185 Units - MFH (Country Manor)
Owner Name: Dujardin Development/PPV
General: Kirtley Cole Associates, Inc.
ntact: Mark Tapert (360) 568-3175
...nt/Completed: $402,100 1997

Project Name: 200 Units - MFH Minot AFB
Owner Name: USAF Minot , North Dakota
General: Atherton Construction, Inc.
Contact: Matt Muretta (406) 781-9474
Amt/Complete: $1,200,000 2000

Project:Name: 285 Units—MFH (Carroll's Creek)
Owner Name: Gateway Trident, LLC
General: Kirtley Cole Associates, Inc.
Contact: Joe Ricci (360) 568-3175
Amt/Completed: $801,000 2002

Project Name: Various Single Family Housing Projects
Owner Name: Landed Gentry Development
General: Landed Gentry Development
Contact: (360) 755-9021
Amt/Completion: 2000 - 2006

...ject Name: Whidbey Naval Housing Project
Owner Name: American Eagle
General: Milender White Construction
Contact: Eric Hanson (303)216-0420
Amt/Completion: $700,000 2005 - 2007

Project:Name: 129 Units - MFH (Crescent Harbor)
Owner Name: Dept. of Navy - NAS Whidbey
General: Atherton Construction, Inc.
Contact: Matt Muretta (406) 781-9474
Amt/Completed: $543,000 2002

Project Name: 221 Units - MFH (Beachwood)
Owner Name: Ft. Lewis Communities, LLC
General: Sundt Construction, Inc.
Contact: Kurt Vick (253) 255-2175
Amt/Completed: $595,000 2003/2004

Project Name: 110 Units - MFH (Maylor Pt)
Owner Name: Dept. of Navy - NAS Whidbey
General: Atherton Construction, Inc.
Contact: Matt Muretta (406) 781-9474
Amt/Completed: $443,000 2003

Project Name: 113 Units - MFH Grand Forks AFB
Owner Name: US Army Corp of Engineers
General: Sundt Construction, Inc.
Contact: Scott Smith
Amt/Completed: $828,000 2005

Project Name: 61 Units—MFH Grand Forks AFB
Owner Name: Air Force Material Command
General: Sundt Construction, Inc.
Contact: Scott Smith
Amt/Completed: $473,300 2005

Project Name: Commissary Facility - NAS Whidbey
Owner Name: Dept. of the Air Force
General: Bird Construction (USA), Inc.
Contact: Karl Pauley (425) 392-7544
Amt/Completion: $425,000 2004

Project Name: 171 Units - MFH Mountain Home AFB
Owner Name: US Army Corp of Engineers
General: Hunt Building Company, Ltd
Contact: Chris Dorman (915)298-4247
Amt/Completion: $1,438,000 2007 - 2008

Atherton Construction, Inc.
3855 South Jones Boulevard, Suite 101, Las Vegas, Nevada 89103
Phone: (702)889-3600, Fax: (702)222-1976

June 28, 2001

Re: Letter of Recommendation
Subject: Barron Heating & Air Conditioning

Atherton Construction, Inc. was established in 1986 as a Government Contracting Corporation specializing in commercial and residential projects. During the past several years, since 1976, we have been fortunate to have developed a business relationship with Barron Heating & Air Conditioning. Their commitment to a high standard of customer & client service has contributed to our success and continued development as one of the premiere firms of our nature in the country. Barron Heating & Air Conditioning has participated with Atherton Construction, Inc. on the following projects:

1996 – 1999 Saratoga Family Housing, NAS Whidbey Island, Oak Harbor, Washington. Contract Number – N44255-96-C-0006. The Whole House & Site Revitalization of 286 Family Housing Units. The Subcontract amount for the HVAC and Natural Gas Piping scope of work was $694,522.00.

1998 – 2000 Improve Family Housing, Phases 4 and 5, Minot AFB, North Dakota. Contract Number DACA45-98-C-0007. The Whole House Renovation of 192 Family Housing Units. The Subcontract amount for the Heating and Cooling scope of work was $1,004,234.00.

2001 – 2002 Crescent Harbor Housing, NAS Whidbey Island, Oak Harbor, Washington. Contract Number – N44255-00-C-2540. The Whole House Renovation of 129 Family Housing Units. The Subcontract amount for the HVAC scope of work is $543,606.00.

It is with thanks to their years of exceptional subcontracting service that I am pleased to recommend Barron Heating & Air Conditioning for any Heating and Cooling contracting services.

Sincerely,

Matt Muretta
President

BIRD
CONSTRUCTION INC.
NE Juniper St., Suite 201
Saquah, WA 98027
el: (425) 392-7544
Fax: (425) 392-5509

December 15, 2004

Dave Bargewell
Barron Heating & Air Conditioning Inc
4176 Meridian St
Bellingham, WA 98226-5515

RE: Additions / Alterations Commissary Facility
NAS Whidbey Island

Dear Dave,

Bird Construction would like to thank for your outstanding effort put forth in completing the Additions / Alterations Commissary Facility project at NAS Whidbey Island for the Defense Commissary Agency (DeCA).

DeCA is responsible for operating a world wide chain of facilities to provide groceries and retail services to US military personnel, retirees and their families.

This multi-phased project demanded special attention with regards to scheduling deliveries, forecasting manpower and maintaining a safe and clean store; all work was performed while the facility was open to customers. During typical Addition Alteration projects, DeCA experiences slight decreases in their sales volume. By maintaining discreet construction activities on this project, their sales volume increased almost 5%.

Your firm's positive, teamwork-oriented attitude was a vital part in overcoming these factors and completing this project on schedule. In recognition of this, we have enclosed a photo of the project for your records.

We look forward to continuing our relationship with Barron Heating & Air Conditioning Inc and to the successful completion of future projects.

Sincerely,

Karl Pauly
Branch Manager

F2M/SCI

1055 W. Ave L-12
Lancaster, CA 93534

Telephone 805 / 949-7715
Fax 805 / 949-9143

John Barron c/o
Barron Heating & Air Conditioning
4176 Meridian
P.O. Box 1118
Bellingham, WA 98227

fax (360) 671-3713

30 October 1996
Ser# 106whid/barron/02

Subj: Project Completion

John, I would like to take this opportunity to thank you and your employees for the excellent work done by Barron Heating on our recently completed Whidbey Island Naval Air Station project.

Your attention to detail during the submittal process enabled us to solve several potential problems before they occurred. At no time during the project do I recall ever having to contact your office to ask about schedule or materials delivery, Barron Heating was always on the project with the proper material and the correct manpower during both rough in and final installation stages. To some this may seem such a small accomplishment however, we both know how rarely it happens in our industry today. It indicates Barron Heatings attention to detail and I wish to congratulate and your firm for your accomplishment.

Finally I would like to mention your service in response to the very few warranty calls we have experienced with your work on this project. Regardless of the time or circumstance your service department has been prompt, efficient and courteous in dealing with the few instances which have occurred.

I look forward to the day when we are able to work together again. Until then I wish you well in your future endeavors, I am sure they will be accomplished with Barron Heatings typical proficiency and regard to quality, as exhibited on this project.

Sincerely,

Norman Freeman
Project Manager

INSPECTION REPORT

DATE _____ PHASE _____

SITE VOLTAGE _____

CUSTOMER NAME _____

WO NUMBER _____

UNIT #					
MGF.					
MODEL #					
SERIAL #					
FILTER SIZE					
FILTER REPL. Y-N					
CHECK BELT Y-N					
BELT SIZE - DD					
SPARE BELT Y-N					
OIL/GREASE BRGS. Y-N					
BLOWER MOTOR MPS					
ACTUAL/NAME PLATE					
CHECK OUTDOOR TEMP.					
INDOOR RETURN TEMP.					
HEAT EXC. SATISFACTORY Y-N					
ELEMENTS SATISFACTORY Y-N					
CHECK INDOOR COIL					
CLEAN OUTDOOR COIL Y-0N					
COND. MOTOR AMPS					
COND. NAME PLATE					
COMP. MOTOR AMPS					
COMP. NAME PLATE					
COMP. PRESS OR TEMP					
SUCTION/DISCHARGE					
HEAT, GAS OR ELECTRIC					
IGNITOR HST OR SPARK					
BURNER CONDITION					
FLAME SENSOR					
COMBUSTION MOTOR AMPS					
COMBUSTION NAME PLATE AMPS					
CHECK THERMOSTAT Y-N					
UNIT SATISFACTORY Y-N					
WORK NEEDED					

REMARKS:

SERVICEMAN SIGNATURE

City of Oak Harbor
City Council Agenda Bill

Bill No. 8
Date: May 1, 2012
Subject: Vending Machine Services Contract Award

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Scott Dudley, Mayor
Steve Powers, Interim City Administrator
Doug Merriman, Finance Director
William H. Hawkins, City Attorney, as to form

PURPOSE

This agenda bill seeks authorization to award a contract to Advantage Vending and Distribution for an exclusive license to sell beverages from vending machines in City parks and to sell concessions and beverages at City owned facilities for a term of five (5) years from the date of the agreement.

AUTHORITY

OHMC Chapter 2.390 Contract Authority.

FISCAL IMPACT DESCRIPTION

Funds Required: N/A

Appropriation Source: N/A

SUMMARY STATEMENT

Beverage vending machine services have been made available to members of the public who visit City parks and the marina since 1997. On November 4, 2009 City Council approved a two (2) year vending agreement with Walton Beverage. The contract has now expired.

Notice was published on March 10 and 17, 2012 in the Whidbey News Times and the Seattle Daily Journal of Commerce to obtain proposals from qualified providers of vending machine services.

Staff received two (2) bids, one from Advantage Vending and Distribution and one from Elite Vending. Bid proposals, qualifications, experience, availability of services and references were checked for both applicants. Based on the review of the selection criteria used, staff determined that Advantage Vending and Distribution was the most qualified, responsive bidder. Therefore, staff recommends that a professional service agreement be awarded to Advantage Vending and Distribution for a period of five (5) years.

Under the agreement, Advantage Vending and Distribution will pay the City 25% of their gross revenue from sales in City parks. As required by WAC 65.35.160, Advantage Vending and Distribution will submit the net proceeds from vending machines at the Public Works Shop and City Hall to the Washington State Business Enterprise Revolving Fund.

STANDING COMMITTEE REPORT

The request for bids was reviewed by the Public Works Standing Committee on March 1, 2012. Bid results have not been presented to any standing committees due to timing issues.

RECOMMENDED ACTION

Authorize the contract award to Advantage Vending and Distribution for and exclusive license to sell beverages and concessions from vending machines at City Parks and City owned facilities and authorize the Mayor to sign the agreement.

ATTACHMENTS

- Vending Agreement
- Vending proposal from Elite Vending
- Vending proposal from Advantage Vending and Distribution

VENDING AGREEMENT

THIS AGREEMENT made and entered into on this _____ day of _____ by and between the CITY OF OAK HARBOR, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City," whose address is 865 SE Barrington Drive, Oak Harbor, WA 98277, and _____, whose address is _____, hereinafter referred to as the "Vending Machine Operator."

1. License.

   1.1 In accordance with the Vending Machine Services proposal submitted by Vending Machine Operator on _____, the City hereby grants Vending Machine Operator an exclusive license to locate and sell from vending machines on City-owned facilities on the terms and conditions set forth herein and in the Request for Proposals – License for Beverage Vending Machine Services – issued by the City on _____.

   1.2 The facilities at which the Vending Machine Operator may locate and conduct sales from vending machines are:

Ft. Nugent Park	Up to 2 Machines
Windjammer Park	Up to 4 Machines
Flintstone Park	Up to 2 Machines
Oak Harbor Marina	Up to 1 Machine
Public Works Shop	Up to 3 Machines
City Hall	Up to 1 Machine

   1.3 Exclusive Right. This Agreement grants the Vending Machine Operator the exclusive right to locate and sell from vending machines on the City-owned property designated in Paragraph 1.2 above for the duration of this Agreement.

2. Operational Responsibilities of Vending Machine Operator. Vending Machine Operator represents that it is fully qualified to provide and service vending machines appropriate for the above-listed locations.

   2.1 Vending Machine Operator shall perform and conduct, in accordance with all requirements of this Agreement, the installation and operation of up to thirteen (13) vending machines, to be located in the above-listed six (6) City-owned facilities as described in 1.2 above. Vending Machine Operator shall be solely responsible for installation of the vending machines and shall install all vending machines within ten (10) calendar days of the beginning of the Term of this Agreement. Vending Machine Operator shall install and operate its vending machines and conduct all its operations at the above-listed locations in conformity with all applicable federal and state laws, rules and regulations, local ordinances, and City Rules and Regulations for the above-listed locations.

   2.2 Vending Machines. Automatic vending machines shall be new and/or of good quality as determined by the City. All vending machines shall be attractive in appearance using the latest designs in the marketplace and shall reasonably match each other at the same location either in color or style. Energy efficient machines are required and must have an energy saving device at each point of sale. In addition, the City reserves the right to turn

off the interior vending lighting. Power to the vending machines must fit the present configuration at each location. The machines must accept any combination of nickels, dimes, quarters and one dollar bills. Vending machines must sense whether the product was dispensed and refund payment if the product is not dispensed.

2.3 Products Vended. Vending Machine Operator shall provide a list of products to be sold from the vending machines prior to the execution of this Agreement. Products shall generally be national brands. Vending Machine Operator will maintain fresh products in its vending machines and will ensure that all products vended shall conform in all respects to local, state, and federal laws and regulations relating to the standards of food and drink and shall be suitable for human consumption in all respects.

2.4 Prices for Products. Vending Machine Operator will not increase the prices charged for products sold in its vending machines, as detailed in the Bid Proposal, above the sales prices for the corresponding products specified for each year during the Term. City and Vending Machine Operator may, by mutual written agreement, adjust the sales prices for any product or products sold from the vending machines.

2.5 On-Call Service. Vending Machine Operator will provide on-call maintenance and repair service for its machines. Vending Machine Operator will make available to the City and to consumers a toll-free telephone number for service calls that will be displayed on machines.

2.6 Maintenance of Vending Machines. Vending Machine Operator shall service all its vending machines and related equipment as often as is necessary to keep the machines and equipment properly supplied and in good working order. Vending Machine Operator will maintain a program of regular preventive maintenance and replacement of worn, damaged, or malfunctioning machines. City may require Vending Machine Operator to replace vending machines that cannot be returned to service within four (4) working days of the service call. Replacement vending machines will be of a type and condition at least equal to the machines that are replaced. Vending Machine Operator will keep its vending machines neat and sanitary. Vending Machine Operator will clean all spills that occur while filling, cleaning, or maintaining its machines, clean the front and top of each vending machine each time Vending Machine Operator restocks or services it. Vending Machine Operator shall cooperate with City to promptly remedy any sanitary problems related to Vending Machine Operator's machines. The City shall not be responsible in any way for any damage or loss to Vending Machine Operator's property, including vending machines, due to vandalism, theft, fire, casualty, natural disaster, crime, acts of terrorism, riot, or civil disorder.

2.7 Restocking Vending Machines. Vending Machine Operator will inspect and restock its machines as needed to ensure that the products advertised for sale are available upon payment. Vending Machine Operator may not maintain, store or keep any products outside of the vending machines or on the premises.

2.8 Operating Notices. Vending Machine Operator will affix to each vending machine a prominent notice containing instructions on how to (1) operate the machine, (2) report malfunctions, (3) comment on product quality, and (4) request refunds. Vending Machine

Operator will affix a visible Unit Number to easily identify each machine for accounting and servicing requirements.

2.9 Refunds. All refunds will be processed exclusively between the Vending Machine Operator and the customer.

2.10 Costs of Operation. Vending Machine Operator shall have sole responsibility for paying all costs for installing, operating, servicing, and replacing its vending machines and any necessary related equipment. City shall furnish Vending Machine Operator with electrical energy for operation of Vending Machine Operator's vending machines free of cost. Vending Machine Operator shall absorb all money shortages that may develop due to theft, burglary, vandalism, inoperable vending machines or other cause.

2.11 Signs. Vending Machine Operator will not post signs or posters on the vending machines area, or elsewhere, and will not engage in any marketing or promotional activity without the City's written permission, which may be denied in the City's sole discretion.

3. Royalty Payments and Reports.

3.1 Royalty to City. In consideration for the license granted to Vending Machine Operator by the City under this Agreement, Vending Machine Operator shall pay a minimum of twenty-five percent (25%) of its gross revenue from sales pursuant to this license on a quarterly basis to the City of Oak Harbor, 865 SE Barrington Drive, Oak Harbor, WA 98277. Vending Machine Operator shall make all royalty checks payable to "The City of Oak Harbor". A statement of accounts which includes the timeframe for the collections, the dollar amount of sales from each vending machine referenced by Unit Number, gross receipts, and the percentage due the City must be included with each check.

3.2 Vending Machine Operator will keep accurate records of its sales and will make these records available to the City upon request during the Term of the Agreement and for up to four (4) years after the expiration of the Term. Vending Machine Operator shall permit authorized representatives of City to accompany Vending Machine Operator's employees during cash collection and counting and to randomly examine the receipts of the vending machines operated by Vending Machine Operator.

4. Term. This Agreement shall remain in force and effective for five (5) years from date of Agreement, unless canceled by written notice delivered to either party at least ninety (90) days prior to termination.

5. Termination. Termination does not waive, release, or forego any legal remedy for any violation, breach, or non-performance of any of the provisions of this Agreement.

6. Risk Management.

6.1 Indemnification/Hold Harmless. The Vending Machine Operator shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in

connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

For purposes of this indemnification and hold harmless agreement, the Vending Machine Operator waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The parties expressly agree that this waiver of workers' compensation immunity has been negotiated.

6.2 Insurance. The Vending Machine Operator shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with products and materials supplied to the City.

6.2.1. No limitation. Vending Machine Operator's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Vending Machine Operator to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

6.2.2 Minimum Scope of Insurance. Vending Machine Operator shall maintain the following insurance limits:

Commercial General Liability insurance shall be written with limits no less than One Million Dollars ($1,000,000) each occurrence, One Million Dollars ($1,000,000) general aggregate and a Two Million Dollar ($2,000,000) products liability aggregate limit.

Automobile Liability Insurance with a minimum combined single limit for bodily injury and property damage of One Million Dollars ($1,000,000) per accident.

6.2.3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

The Vending Machine Operator's insurance coverage shall be primary insurance with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Vending Machine Operator's insurance and shall not contribute with it.

The Vending Machine Operator's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

6.2.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

6.2.5 Verification of Coverage. Vending Machine Operator shall furnish the City with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement, evidencing the

insurance requirements of the Vending Machine Operator before goods, materials or supplies will be accepted by the City.

6.2.6 Material Breach. Vending Machine Operator acknowledges that any failure to comply with the requirements of this section may be deemed by the City to be a material breach and cause for termination of this Agreement.

7. Independent Contractor.

7.1 The parties do not intend to constitute nor create an employer-employee relationship because Vending Machine Operator is an independent contractor. Vending Machine Operator shall be responsible for all obligations relating to federal income tax, self-employment FICA taxes and contributions, and all other so called employer taxes and contributions including, but not limited to, industrial insurance (Workmen's Compensation). Vending Machine Operator agrees to indemnify, defend and hold the City harmless from any claims, valid or otherwise, made against the City, because of these obligations.

7.2 Any and all employees of Vending Machine Operator, while engaged in the performance of any work, shall be considered employees of Vending Machine Operator only and not of the City, and any and all claims that may or might arise under the Worker's Compensation Act on behalf of said employees or Vending Machine Operator, while so engaged in any and all claims made by a third party as a consequence of any negligent act or omission on the part of Vending Machine Operator's employees, while so engaged on any of the work, shall be the sole obligation and responsibility of Vending Machine Operator.

7.3 Vending Machine Operator assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state, and city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Vending Machine Operator and as to all duties, activities and requirements by Vending Machine Operator in performance of the work and Vending Machine Operator shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

8. Employment. Vending Machine Operator warrants that it had not employed or retained any company or person, other than a bona fide employee working solely for Vending Machine Operator, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Vending Machine Operator, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

9. Miscellaneous.

9.1 Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, Vending Machine Operator shall make available to the City for the City's examination all of Vending Machine Operator's books, records and documents with respect to all matters covered by this Agreement and, furthermore, Vending Machine Operator will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to audit all contracts, invoices, materials, deposits, receipts, tax returns and other data relating to all matters covered by this Agreement.

9.2 City of Oak Harbor Business License. Vending Machine Operator shall obtain a City of Oak Harbor business license prior to performing any work pursuant to this Agreement.

9.3 State of Washington Requirements. Vending Machine Operator shall register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and RCW 51.08.195 prior to performing this Agreement.

9.4 Compliance with Federal, State and Local Laws. Vending Machine Operator shall comply with and obey all federal, state, and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

9.5 Subletting/Assignment of Agreement. Vending Machine Operator shall not sublet or assign any of the work without the express, prior written consent of the City.

9.6 Waiver. Any waiver by Vending Machine Operator or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

9.7 Complete Agreement. This Agreement contains the complete and integrated understanding and Agreement between the parties and supersedes any understanding, Agreement or negotiation whether oral or written not set forth herein.

9.8 Non-Discrimination.

9.8.1 The City is an equal opportunity employer.

9.8.2 Non-discrimination in Employment. In the performance of this Agreement, the Vending Machine Operator will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability, or the use of a trained guide dog or service animal by a person with a disability; provided, that the prohibition against discrimination in employment because of disability, or the use of a trained guide dog or service animal by a person with a disability, shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Vending Machine Operator

shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Vending Machine Operator shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

9.8.3 Non-discrimination in Services. The Vending Machine Operator will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability.

9.8.4 If any assignment and/or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Vending Machine Operator shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

9.9 Modification of Agreement. This Agreement may be modified by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and Vending Machine Operator.

9.10 No Partnership. The parties do not intend to create any joint venture or partnership by this Agreement.

9.11 Other Rights. The parties do not intend to confer any rights or benefits on any third parties by this Agreement.

9.12 Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

9.13 Notices. Notices to the City of Oak Harbor shall be sent to the following address:

City of Oak Harbor
Attn: Connie Wheeler, City Clerk
865 SE Barrington Drive
Oak Harbor, WA 98277

Notices to Vending Machine Operator shall be sent to the following address:
Vending Machine Operator

Attn:_____

_____

_____

9.14 Venue. Any lawsuit arising out of this Agreement shall be brought in Island County Superior Court and the laws of the state of Washington shall apply to this Agreement.

IN WITNESS WHEREOF, the City and Vending Machine Operator have executed this Agreement as of the date first above written.

CITY:	VENDING MACHINE OPERATOR
CITY OF OAK HARBOR 865 SE Barrington Drive Oak Harbor, WA 98277	_____ _____ _____
_____ Scott Dudley, Mayor	_____

ATTEST:

_____
Connie Wheeler, City Clerk

FORM #1 CONTRACTOR QUALIFICATION CERTIFICATE

(Form to be submitted with RFP)

GENERAL COMPANY INFORMATION

COMPANY NAME ELITE VENDING SERVICES, LLC

ADDRESS
1206 HEWITT AVE, EVERETT, WA 98201
PO BOX 2576, EVERETT, WA 98213 (MAILING)

OWNER NAME NICKOLAS STREETER

CONTACT PERSON'S NAME AND TITLE NICKOLAS STREETER / OWNER

E-MAIL NSTREETER@ELITEVEND.COM

MINIMUM QUALIFICATIONS:

1. OPEN WASHINGTON STATE DEPARTMENT OF REVENUE BUISNESS LICENSE # (UBI); 603015392
2. ACTIVE WASHINGTON STATE CONTRACTOR LICENSE #; 603015392
3. CURRENT EMPLOYMENT SECURITY #; 90-0658927

VERIFY THE FOLLOWING

4. CHOOSE ONE:

   ✓ Proposer has current industrial insurance coverage for employees working in Washington; or
   o Proposer is not required to have industrial insurance coverage for employees working in Washington as required by Title 51 RCW.

5. CHOOSE ONE:

   ✓ Proposer has not been disqualified or debarred from bidding on any federal or state bidding; or
   o Proposer has been disqualified or debarred from bidding on any federal or state bidding;

   Explain:

ADDITIONAL QUALIFICATIONS:

6. NUMBER OF YEARS IN BUSINESS UNDER CURRENT COMPANY NAME/LICENSE # 2
7. NUMBER OF EMPLOYEES IN YOUR COMPANY 7

8. EXPERIENCE WORKING WITH MUNICIPALITIES

ATTACHED

9. PLEASE LIST EXPERIENCE OF "KEY PERSONNEL" THAT WILL BE ASSIGNED TO SUPERVISE OR WORK ON CITY CONTRACTED SITE: ATTACHED

10. PLEASE DESCRIBE CURRENT SCREENING PROCESS FOR HIRING EMPLOYEES:

ATTACHED

11. PLEASE DESCRIBE CURRENT EMPLOYEE TRAINING AND/OR RELEVANT CERTIFICATIONS:

ATTACHED

12. LIST YOUR COMPANIES RECENT EXPERIENCE IN REQUESTED SERVCIES:

ATTACHED

REQUIREMENTS AFTER CONTRACT AWARD

If awarded a contract, Contractor agrees to comply with and obtain the following requirements:

Provide a Certificate of Insurance with the City of Oak Harbor listed as an additional insured showing coverage amounts that meet or exceed the requested standard requirements (see ATTACHMENT "B").

Each Contractor, and each employee, must sign an affidavit allowing the City of Oak Harbor to conduct a criminal background investigation for any employee working on City property.

Obtain a City of Oak Harbor Business license.

Provide City with Statement of Intent to Pay Prevailing Wages prior to first payment.

Provide the City of Oak Harbor with a completed and signed Vending Agreement.

The undersigned certifies that the information provided above is a true representation of its company's qualifications and agrees to comply with these assurances following award of the Contract and during the performance of the Contract.

Authorized Signature: _____ Date: 3/29/12

Printed Name: NICHOLAS STREETER

Title: OWNER

ADDENDUM #01 to Request for Proposal

RFP# 12-0003

Vending Services

Page 4, paragraph 6 is amended as follows:

PROPOSAL RESPONSE DATE AND LOCATION: Proposals must be submitted no later than 2:00 PM on March 30, 2012 to Connie Wheeler, City Clerk at 855 SE Barrington Drive, Oak Harbor, WA 98277. All proposals and accompanying documentation will become the property of the City and will not be returned. Vendors accept all risk of late delivery of mailed proposals regardless of fault.

Vending Agreement, Section 1.2 (on page 15) is revised as follows:

1.2 The facilities at which the Vending Machine Operator may locate and conduct sales from vending machines are:

Ft. Nugent Park	Up to 2 Beverage Machines
Windjammer Park	Up to 4 Beverage Machines
Flintstone Park	Up to 2 Beverage Machines
Oak Harbor Marina	Up to 1 Beverage Machine
Public Works Shop	Up to 3 Beverage and Snack Machines
City Hall	Up to 1 Beverage and Snack Machine

Additional locations may become available during the term of the agreement.

Page 12 is revised as follows:

RFP PROPOSAL FORM

TO: **City of Oak Harbor**

FROM: Company Name: ELITE VENDING SERVICES, LLC

COMPANY ADDRESS: PO BOX 2576

CITY, STATE, ZIP CODE: EVERETT WA 98213

PHONE, EMAIL & FAX NUMBER: 425/320-1279, INFO@ELITEVEND.COM, 425/328-1580

SUBMITTAL REQUIREMENTS CHECKLIST:

1. Copies of licenses and training certificates for key personnel who would be assigned to the contract.
2. A completed and signed Form #1 Contractor Qualification Certificate
3. A completed and signed RFP Proposal Form
4. A completed and signed Cost Proposal Form
5. A completed and signed Non-Collusion Certificate
6. A completed **Addenda Received** (see below)

Exceptions:
Except as noted below, the undersigned hereby agrees to comply with all the terms & conditions put forth in the City's Request for Proposal.
I hereby acknowledge I have read and understand the insurance requirements listed in Attachment "B", and have either 1) provided an insurance certificate showing amounts of current coverage or 2) provided a statement below indicating our company currently has the necessary coverage's or is willing to obtain, at our cost, the necessary coverage's required.

Authorized Signature

5/21/12
Date

OWNER
Title

ADDENDA RECEIVED

Addendum No.	Date Received	Name of Recipient
#1	3/25/12	NICHOLAS STREETER

NOTE: Bidder shall acknowledge receipt of all addenda. Bidder is responsible for verifying the actual number of agenda issued prior to submitting a Proposal.

COST PROPOSAL FORM

Please provide the percentage amount of gross revenue from sales for each of the following:

2012 Total $ 25% *
Duration-April-December

2013 Total $ 26% *

2014 Total $ 26.5% *

2015 Total $ 26.75% *

2016 Total $ 27.00% *

* COMMISSION CAN INCREASE WITH PRICE INCREASE.
BEVERAGES - CANS .75/BOTTLES 1.50 → ↑ CANS/BOTTLES RAISED ALLOWS FOR GREATER COMMISSION.

EXPERIENCE

Working with Municipalities

EL1TE's owner Nickolas Streeter was the Key Accounts Manager for a large vending machine provider for more than 10 years. He personally oversaw customer service and vending operations for multiple municipalities and schools in the region including Snohomish County Corrections, Everett Parks Department, Everett Station, and Everett Community College.

Mission Statement

EL1TE'S mission is to deliver exceptional service and products through its people and to achieve leadership in Western Washington through the constant pursuit of superior levels of customer service, efficiency and product quality.

History

EL1TE is a veteran owned and locally operated company that had been providing vending machine service to the Greater Seattle Area since 1994.

Locations

EL1TE's main warehouse is located in downtown Everett and its service hub is located in the heart of the Kent valley. The logistical advantage of two facilities solidifies EL1TE's ability to provide reliable and consistent vending machine service throughout Snohomish, King, Skagit and Pierce Counties.

Our warehouses have sufficient space for the purposes of housing and distributing vending products and equipment for use in EL1TE's chosen markets. All products are shelved and stored in a temperature and moisture controlled environment.

Size & Customer Base

EL1TE's service area encompasses Pierce, King, Snohomish, and Skagit counties. We currently provide vending machine service for over 200 customers via more than 500 vending machines. EL1TE currently services vending machines at 6 public K-12 schools in the Puget Sound area.

Stability and Strength

EL1TE's commitment to excellent customer service and its exceptional product quality are the foundation of our ongoing success. We are well poised financially and operationally to continue our commitment to excellence for many years to come

Service and Scheduling

EL1TE guarantees a five-day-a-week delivery schedule or more frequent stops as needed, especially in times of higher seasonal activity. Our dedicated route personnel share in the profitability of the machines they service, and understand that every machine may realize its fullest sales potential only when adequately stocked and merchandised with the most appealing products.

PRODUCTS

EL1TE offers snack and cold beverage menus both limitless, and consistent in quality. Utilizing a combination route driver merchandising, and off-site sales monitoring, we proactively anticipate the buying habits based on the type of location and customize our selections accordingly. Along with the most popular selections that remain a constant in our machines, we feature a rotating menu showcasing the latest products from our distributors. This attention to detail retains customers' interest, and encourages repeat use.

Healthy Options

Our commitment to Health & Wellness has been, and will continue to be, demonstrated by the real actions we are taking to change the way our customers make snack choices. We understand our accountability to consumers - to provide them with great tasting, convenient, high-quality choices that cross the spectrum of nutritional variety - and we are committed to meet this challenge.

EL1TE proudly utilizes NAMA's 35-10-35 "Fit Pick" program, a national standard. Stickers are placed in front of qualifying products, and stickers and clings are placed on the machine to explain the nutrition standard. These stickers and clings identify products with not more than 35% of their calories from fat, not more than 10% from saturated fat, and not more than 35% of the total weight from sugar (nuts and seeds excluded).

Beverage Market Share

If you happen to be a Coke drinker, a Pepsi drinker, or any other drink loyalist, you won't be satisfied with anything else. By only offering Coke products in your vending program, a location on average will lose 60.8% of the market that prefer something else. And if you only offer Pepsi products, you'll lose 67% of that market.

Elite has been able to stimulate overall sales, and increase customer satisfaction, by utilizing multiple cold beverage distributors including the two largest, Coca-Cola and Pepsi companies.

Pepsi Products

PEPSI. DIET PEPSI. REGULAR CAFFEINE FREE PEPSI. DIET CAFFEINE FREE PEPSI. PEPSI TWIST. DIET PEPSI TWIST. WILD CHERRY PEPSI. DIET WILD CHERRY PEPSI. PEPSI EDGE. PEPSI ONE. SIERRA MIST. DIET SIERRA MIST. AQUAFINA. LIPTON ICED TEA. LIPTON BRISK. MOUNTAIN DEW. DIET MOUNTAIN DEW. CODE RED. DIET CODE RED. AMP. MUG ROOT BEER. DIET MUG ROOT BEER. SLICE

Coca-Cola Products

COKE. DIET COKE. CAFFEINE FREE COCA-COLA CLASSIC. CAFFEINE FREE DIET COKE. CHERRY COKE. DIET CHERRY COKE. COKE WITH LEMON. DIET COKE WITH LEMON. VANILLA COKE. DIET VANILLA COKE. SPRITE. DASANI. DASANI NUTRI WATER. EVIAN. BARQ'S. DIET BARQ'S. FANTA. FRESCA. FRUITOPIA. HI-C. KMX. MAD RIVER. MELLO YELLO. MINUTE MAID JUICES. NESTEA. ODWALLA. PIBB XTRA. PLANET JAVA. POWERADE. SEAGRAM'S GINGER ALE. SIMPLY ORANGE. SPARKLETTS. TAB

KEY PERSONNEL

Contract Manager

Nickolas Streeter
-Owner-

C| 425/879-8715
P| 425/320-1279
nstreeter@elitevend.com

Operations Supervisor

Thomas Ogden will provide checks and balances by regularly visiting the City's facilities and ensuring a superior service level is maintained at each. Thomas works from our Everett facility and is able to fill in for the regular route driver on a moments notice should he be unable to attend work. Thomas has been in the vending industry for 14 years.

Thomas Ogden
-Operations Supervisor-

operations@elitevend.com

In addition to Nickolas and Thomas, the EL1TE team includes a full-time repair technician, 2 full-time route drivers, and 3 full-time warehouse/administration personnel. Nickolas and his staff have a combined 75-plus years of experience providing vending machine service in Western Washington.

Employee Screening Process:

In addition to requiring a Driver's Abstract prior to employment, all Elite staff are screened for criminal history via an internet-based background check service.

Employee Training

Although no formal industry training certificates are in place for our staff, we consider the real world vending experience our key personnel to be invaluable. Brice, one of Elite's two Route Merchandisers trained as a "ride along" for 3 full weeks prior to taking over his route. Breanne, another Merchandiser, has over 10 years experience maintaining a vending route.

Our in house service technician provides on-call service should the unusual experience of equipment malfunction occur. He has extensive knowledge of vending equipment including coin mechanisms and bill validators.

ELITE'S RECENT EXPERIENCE IN REQUESTED SERVCIES

References

Terry Freeman
Director
Boys & Girls Clubs of
Snohomish County
9502 – 19th Ave SE, Suite F
Everett, WA 98208
Phone 425/258-2436

Jennifer Walters
Office Manager
Edelman PR
2301 5th Ave, #500
Seattle, WA 98121
Phone 206/223-1606

Jim Davis
Purchasing Manager
GM Nameplate
2040 15th Avenue West
Seattle, WA 98119
Phone 206/284-6400

NON-COLLUSION CERTIFICATE

STATE OF WA

ss.

COUNTY OF SNOHOMISH

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in the preparation and submission of a proposal to the City of Bellevue for consideration in the award of a contract on the improvement described as follows:

ELITE VENDING SERVICES, LLC

Name of Company

OWNER

Title

Sworn to before me this day of 2012 Jamie L. Taylor

Printed Name: Jamie L. Taylor

Notary Public

JAMIE L. TAYLOR
COMMISSION EXPIRES
NOTARY
PUBLIC
12-29-15
STATE OF WASHINGTON

14

FORM #1 CONTRACTOR QUALIFICATION CERTIFICATE

(Form to be submitted with RFP)

GENERAL COMPANY INFORMATION

COMPANY NAME Advantage Vending & Distribution (a wholly owned subsidiary of Walton Beverage Company)

ADDRESS 1350 Pacific Place Ferndale, WA 98248

OWNER NAME Walton Beverage / Pepsi Cola

CONTACT PERSON'S NAME AND TITLE John Heinke

E-MAIL john.heinke@advantagevending.com

MINIMUM QUALIFICATIONS:

1. OPEN WASHINGTON STATE DEPARTMENT OF REVENUE BUISNESS LICENSE # (UBI); 602 087 406
2. ACTIVE WASHINGTON STATE CONTRACTOR LICENSE #; not applicable
3. CURRENT EMPLOYMENT SECURITY #; 91-2091724

VERIFY THE FOLLOWING

4. CHOOSE ONE:

   ✓ Proposer has current industrial insurance coverage for employees working in Washington; or
   o Proposer is not required to have industrial insurance coverage for employees working in Washington as required by Title 51 RCW.

5. CHOOSE ONE:

   ✓ Proposer has not been disqualified or debarred from bidding on any federal or state bidding; or
   o Proposer has been disqualified or debarred from bidding on any federal or state bidding;

   Explain:

ADDITIONAL QUALIFICATIONS:

6. NUMBER OF YEARS IN BUSINESS UNDER CURRENT COMPANY NAME/LICENSE # 11
7. NUMBER OF EMPLOYEES IN YOUR COMPANY 16

8. EXPERIENCE WORKING WITH MUNICIPALITIES

City of Oak Harbor	Skagit County Facilities
City of Blaine	Whatcom County Facilities
City of Mt. Vernon	Snohomish County Facilities
City of Sedro-Woolley	Whatcom County Parks
City of Bellingham	Bellingham Parks

9. PLEASE LIST EXPERIENCE OF "KEY PERSONNEL" THAT WILL BE ASSIGNED TO SUPERVISE OR WORK ON CITY CONTRACTED SITE:

Austin Smith - route driver

Billy Olberg - route supervisor

John Heinke - sales manager

Evan Bamesberger - repair technician

10. PLEASE DESCRIBE CURRENT SCREENING PROCESS FOR HIRING EMPLOYEES:

* Pre-employment drug screening, driving record check, etc.
* Background check for criminal history.
* Prior employer reference checks
* Personal interview with two employees conducting the interview

11. PLEASE DESCRIBE CURRENT EMPLOYEE TRAINING AND/OR RELEVANT CERTIFICATIONS:

* New hire is given company policies manual to read and sign
* Online reference videos are watched by new hires regarding safety, driving, stocking, and customer relations
* Intensive two week ride-with training of any route drivers

12. LIST YOUR COMPANIES RECENT EXPERIENCE IN REQUESTED SERVCIES:

* Dept of Natural Resources HQ - Sedro Woolley
* Western Washington University

REQUIREMENTS AFTER CONTRACT AWARD

If awarded a contract, Contractor agrees to comply with and obtain the following requirements:

Provide a Certificate of Insurance with the City of Oak Harbor listed as an additional insured showing coverage amounts that meet or exceed the requested standard requirements (see ATTACHMENT "B").

Each Contractor, and each employee, must sign an affidavit allowing the City of Oak Harbor to conduct a criminal background investigation for any employee working on City property.

Obtain a City of Oak Harbor Business license.

Provide City with Statement of Intent to Pay Prevailing Wages prior to first payment.

Provide the City of Oak Harbor with a completed and signed Vending Agreement.

The undersigned certifies that the information provided above is a true representation of its company's qualifications and agrees to comply with these assurances following award of the Contract and during the performance of the Contract.

Authorized Signature: John Heinke Date: 3-29-2012

Printed Name: John Heinke

Title: Sales Manager

RFP PROPOSAL FORM

TO: City of Oak Harbor

FROM: Company Name: Advantage Vending & Distribution

COMPANY ADDRESS: 1350 Pacific Place

CITY, STATE, ZIP CODE: Ferndale, WA 98248

PHONE, EMAIL & FAX NUMBER: (360)380-1677 john.heinke@advantagevending.com
fax: (360) 380-1668

SUBMITTAL REQUIREMENTS CHECKLIST:

1. Copies of licenses and training certificates for key personnel who would be assigned to the contract.
2. A completed and signed Form #1 Contractor Qualification Certificate
3. A completed and signed RFP Proposal Form
4. A completed and signed Cost Proposal Form
5. A completed and signed Non-Collusion Certificate

Exceptions:

Except as noted below, the undersigned hereby agrees to comply with all the terms & conditions put forth in the City's Request for Proposal.

I hereby acknowledge I have read and understand the insurance requirements listed in Attachment "B", and have either 1) provided an insurance certificate showing amounts of current coverage or (2) provided a statement below indicating our company currently has the necessary coverage's or is willing to obtain, at our cost, the necessary coverage's required.

John Heinke
Authorized Signature

3-29-2012
Date

Sales Manager
Title

(2) Advantage Vending currently has a 2 million dollar insurance policy which can be forwarded to the City of Oak Harbor upon request.

COST PROPOSAL FORM

Please provide the percentage amount of gross revenue from sales for each of the following:

2012 Total $ 25%
Duration-April-December

2013 Total $ 25%

2014 Total $ 25%

2015 Total $ 25%

2016 Total $ 25%

Gross revenue is defined as cash collected from vending machines minus any taxes, fees, or deposits

Upon award of a contract, it is my recommendation to consider a reduced commission (royalty) paid at the City Hall and Public Works locations in exchange for a lower retail price of vended items

John Heinke
Sales Manager
Advantage Vending
(360) 380-1607, ext. 119
john.heinke@advantagevending.com

NON-COLLUSION CERTIFICATE

STATE OF

ss.

COUNTYOF

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in the preparation and submission of a proposal to the City of ~~Bellevue~~ for consideration in the award of a contract on the improvement described as follows: Oak Harbor

Advantage Vending

Name of Company

Sales Manager

Title

John Heinke

Sworn to before me this day of 2012 March 29th

Notary Public

ADDENDUM #01 to Request for Proposal

RFP# 12-0003

Vending Services

Page 4, paragraph 6 is amended as follows:

PROPOSAL RESPONSE DATE AND LOCATION: Proposals must be submitted no later than 2:00 PM on March 30, 2012 to Connie Wheeler, City Clerk at 855 SE Barrington Drive, Oak Harbor, WA 98277. All proposals and accompanying documentation will become the property of the City and will not be returned. Vendors accept all risk of late delivery of mailed proposals regardless of fault.

Vending Agreement, Section 1.2 (on page 15) is revised as follows:

1.2 The facilities at which the Vending Machine Operator may locate and conduct sales from vending machines are:

Ft. Nugent Park	Up to 2 Beverage Machines
Windjammer Park	Up to 4 Beverage Machines
Flintstone Park	Up to 2 Beverage Machines
Oak Harbor Marina	Up to 1 Beverage Machine
Public Works Shop	Up to 3 Beverage and Snack Machines
City Hall	Up to 1 Beverage and Snack Machine

Additional locations may become available during the term of the agreement.

Page 12 is revised as follows:

RFP PROPOSAL FORM

TO: **City of Oak Harbor**

FROM: Company Name: Advantage Vending

COMPANY ADDRESS: 1350 Pacific Place

CITY, STATE, ZIP CODE: Ferndale, WA 98248

PHONE, EMAIL & FAX NUMBER: (360)380-1677 john.heinke@advantagevending.com
fax: (360)380-1668

SUBMITTAL REQUIREMENTS CHECKLIST:

1. Copies of licenses and training certificates for key personnel who would be assigned to the contract.
2. A completed and signed Form #1 Contractor Qualification Certificate
3. A completed and signed RFP Proposal Form
4. A completed and signed Cost Proposal Form
5. A completed and signed Non-Collusion Certificate
6. A completed Addenda Received (see below)

Exceptions:
Except as noted below, the undersigned hereby agrees to comply with all the terms & conditions put forth in the City's Request for Proposal.
I hereby acknowledge I have read and understand the insurance requirements listed in Attachment "B", and have either 1) provided an insurance certificate showing amounts of current coverage or 2) provided a statement below indicating our company currently has the necessary coverage's or is willing to obtain, at our cost, the necessary coverage's required.

John Heinke
Authorized Signature

3-29-2012
Date

Sales Manager
Title

ADDENDA RECEIVED

Addendum No.	Date Received	Name of Recipient

NOTE: Bidder shall acknowledge receipt of all addenda. Bidder is responsible for verifying the actual number of agenda issued prior to submitting a Proposal.

VENDING AGREEMENT

THIS AGREEMENT made and entered into on this _____ day of _____ by and between the CITY OF OAK HARBOR, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City," and Advantage Vending, whose address is ~~865 SE Barrington Drive, Oak Harbor, WA 98277~~, hereinafter referred to as the "Vending Machine Operator." 1350 Pacific Place Ferndale, WA 98248

1. License.

   1.1 In accordance with the Vending Machine Services proposal submitted by Vending Machine Operator on 3-30-2012, the City hereby grants Vending Machine Operator an exclusive license to locate and sell from vending machines on City-owned facilities on the terms and conditions set forth herein and in the Request for Proposals – License for Beverage Vending Machine Services – issued by the City on _____.

   1.2 The facilities at which the Vending Machine Operator may locate and conduct sales from vending machines are:

Ft. Nugent Park	Up to 2 Machines
Windjammer Park	Up to 4 Machines
Flintstone Park	Up to 2 Machines
Oak Harbor Marina	Up to 1 Machine
Public Works Shop	Up to 3 Machines
City Hall	Up to 1 Machine

   1.3 Exclusive Right. This Agreement grants the Vending Machine Operator the exclusive right to locate and sell from vending machines on the City-owned property designated in Paragraph 1.2 above for the duration of this Agreement.

2. Operational Responsibilities of Vending Machine Operator. Vending Machine Operator represents that it is fully qualified to provide and service vending machines appropriate for the above-listed locations.

   2.1 Vending Machine Operator shall perform and conduct, in accordance with all requirements of this Agreement, the installation and operation of up to thirteen (13) vending machines, to be located in the above-listed six (6) City-owned facilities as described in 1.2 above. Vending Machine Operator shall be solely responsible for installation of the vending machines and shall install all vending machines within ten (10) calendar days of the beginning of the Term of this Agreement. Vending Machine Operator shall install and operate its vending machines and conduct all its operations at the above-listed locations in conformity

with all applicable federal and state laws, rules and regulations, local ordinances, and City Rules and Regulations for the above-listed locations.

2.2 Vending Machines. Automatic vending machines shall be new and/or of good quality as determined by the City. All vending machines shall be attractive in appearance using the latest designs in the marketplace and shall reasonably match each other at the same location either in color or style. Energy efficient machines are required and must have an energy saving device at each point of sale. In addition, the City reserves the right to turn off the interior vending lighting. Power to the vending machines must fit the present configuration at each location. The machines must accept any combination of nickels, dimes, quarters and one dollar bills. Vending machines must sense whether the product was dispensed and refund payment if the product is not dispensed.

2.3 Products Vended. Vending Machine Operator shall provide a list of products to be sold from the vending machines prior to the execution of this Agreement. Products shall generally be national brands. Vending Machine Operator will maintain fresh products in its vending machines and will ensure that all products vended shall conform in all respects to local, state, and federal laws and regulations relating to the standards of food and drink and shall be suitable for human consumption in all respects.

2.4 Prices for Products. Vending Machine Operator will not increase the prices charged for products sold in its vending machines, as detailed in the Bid Proposal, above the sales prices for the corresponding products specified for each year during the Term. City and Vending Machine Operator may, by mutual written agreement, adjust the sales prices for any product or products sold from the vending machines.

2.5 On-Call Service. Vending Machine Operator will provide on-call maintenance and repair service for its machines. Vending Machine Operator will make available to the City and to consumers a toll-free telephone number for service calls that will be displayed on machines.

2.6 Maintenance of Vending Machines. Vending Machine Operator shall service all its vending machines and related equipment as often as is necessary to keep the machines and equipment properly supplied and in good working order. Vending Machine Operator will maintain a program of regular preventive maintenance and replacement of worn, damaged, or malfunctioning machines. City may require Vending Machine Operator to replace vending machines that cannot be returned to service within four (4) working days of the service call. Replacement vending machines will be of a type and condition at least equal to the machines that are replaced. Vending Machine Operator will keep its vending machines neat and sanitary. Vending Machine Operator will clean all spills that occur while filling, cleaning, or maintaining its machines, clean the front and top of each vending machine each time Vending Machine Operator restocks or services it. Vending Machine Operator shall cooperate with City to promptly remedy any sanitary

problems related to Vending Machine Operator's machines. The City shall not be responsible in any way for any damage or loss to Vending Machine Operator's property, including vending machines, due to vandalism, theft, fire, casualty, natural disaster, crime, acts of terrorism, riot, or civil disorder.

2.7 Restocking Vending Machines. Vending Machine Operator will inspect and restock its machines as needed to ensure that the products advertised for sale are available upon payment. Vending Machine Operator may not maintain, store or keep any products outside of the vending machines or on the premises.

2.8 Operating Notices. Vending Machine Operator will affix to each vending machine a prominent notice containing instructions on how to (1) operate the machine, (2) report malfunctions, (3) comment on product quality, and (4) request refunds. Vending Machine Operator will affix a visible Unit Number to easily identify each machine for accounting and servicing requirements.

2.9 Refunds. All refunds will be processed exclusively between the Vending Machine Operator and the customer.

2.10 Costs of Operation. Vending Machine Operator shall have sole responsibility for paying all costs for installing, operating, servicing, and replacing its vending machines and any necessary related equipment. City shall furnish Vending Machine Operator with electrical energy for operation of Vending Machine Operator's vending machines free of cost. Vending Machine Operator shall absorb all money shortages that may develop due to theft, burglary, vandalism, inoperable vending machines or other cause.

2.11 Signs. Vending Machine Operator will not post signs or posters on the vending machines area, or elsewhere, and will not engage in any marketing or promotional activity without the City's written permission, which may be denied in the City's sole discretion.

3. Royalty Payments and Reports.

Gross Revenue is defined as cash collected minus any taxes, fees, or deposits.

3.1 Royalty to City. In consideration for the license granted to Vending Machine Operator by the City under this Agreement, Vending Machine Operator shall pay a minimum of twenty-five percent (25%) of its gross revenue from sales pursuant to this license on a quarterly basis to the City of Oak Harbor, 865 SE Barrington Drive, Oak Harbor, WA 98277. Vending Machine Operator shall make all royalty checks payable to "The City of Oak Harbor". A statement of accounts which includes the timeframe for the collections, the dollar amount of sales from each vending machine referenced by Unit Number, gross receipts, and the percentage due the City must be included with each check.

3.2 Vending Machine Operator will keep accurate records of its sales and will make these records available to the City upon request during the Term of the Agreement and for up to four (4) years after the expiration of the Term. Vending Machine

Operator shall permit authorized representatives of City to accompany Vending Machine Operator's employees during cash collection and counting and to randomly examine the receipts of the vending machines operated by Vending Machine Operator.

4. Term. This Agreement shall remain in force and effective for five (5) years from date of Agreement. Unless canceled by written notice delivered to either party at least ninety (90) days prior to the termination of the initial term or any renewal term of this Agreement, this Agreement shall automatically renew at the end of the initial term upon the same terms and conditions as set forth herein.

5. Termination. Termination does not waive, release, or forego any legal remedy for any violation, breach, or non-performance of any of the provisions of this Agreement.

6. Risk Management.

6.1 Indemnification/Hold Harmless. The Vending Machine Operator shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

For purposes of this indemnification and hold harmless agreement, the Vending Machine Operator waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The parties expressly agree that this waiver of workers' compensation immunity has been negotiated.

6.2 Insurance. The Vending Machine Operator shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with products and materials supplied to the City.

6.2.1. No limitation. Vending Machine Operator's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Vending Machine Operator to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

6.2.2 Minimum Scope of Insurance. Vending Machine Operator shall maintain the following insurance limits:

Commercial General Liability insurance shall be written with limits no less than One Million Dollars ($1,000,000) each occurrence, One Million Dollars ($1,000,000) general aggregate and a Two Million Dollar ($2,000,000) products liability aggregate limit.

Automobile Liability Insurance with a minimum combined single limit for bodily injury and property damage of One Million Dollars ($1,000,000) per accident.

6.2.3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

The Vending Machine Operator's insurance coverage shall be primary insurance with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Vending Machine Operator's insurance and shall not contribute with it.

The Vending Machine Operator's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

6.2.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

6.2.5 Verification of Coverage. Vending Machine Operator shall furnish the City with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Vending Machine Operator before goods, materials or supplies will be accepted by the City.

6.2.6 Material Breach. Vending Machine Operator acknowledges that any failure to comply with the requirements of this section may be deemed by the City to be a material breach and cause for termination of this Agreement.

7. Independent Contractor.

7.1 The parties do not intend to constitute nor create an employer-employee relationship because Vending Machine Operator is an independent contractor. Vending Machine Operator shall be responsible for all obligations relating to federal income tax, self-employment FICA taxes and contributions, and all other so called employer taxes and contributions including, but not limited to, industrial insurance (Workmen's Compensation). Vending Machine Operator agrees to indemnify, defend and hold the City harmless from any claims, valid or otherwise, made against the City, because of these obligations.

7.2 Any and all employees of Vending Machine Operator, while engaged in the performance of any work, shall be considered employees of Vending Machine Operator only and not of the City, and any and all claims that may or might arise under the Worker's Compensation Act on behalf of said employees or Vending Machine Operator, while so engaged in any and all claims made by a third party as a consequence of any negligent act or omission on the part of Vending Machine Operator's employees, while so engaged on any of the work, shall be the sole obligation and responsibility of Vending Machine Operator.

7.3 Vending Machine Operator assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state, and city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Vending Machine Operator and as to all duties, activities and requirements by Vending Machine Operator in performance of the work and Vending Machine Operator shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

8. Employment. Vending Machine Operator warrants that it had not employed or retained any company or person, other than a bona fide employee working solely for Vending Machine Operator, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Vending Machine Operator, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

9. Miscellaneous.

9.1 Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, Vending Machine Operator shall make available to the City for the City's examination all of Vending Machine Operator's books, records and documents with respect to all matters covered by this Agreement and, furthermore, Vending Machine Operator will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to audit all contracts, invoices, materials, deposits, receipts, tax returns and other data relating to all matters covered by this Agreement.

9.2 City of Oak Harbor Business License. Vending Machine Operator shall obtain a City of Oak Harbor business license prior to performing any work pursuant to this Agreement.

9.3 State of Washington Requirements. Vending Machine Operator shall register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and RCW 51.08.195 prior to performing this Agreement.

9.4 Compliance with Federal, State and Local Laws. Vending Machine Operator shall comply with and obey all federal, state, and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

9.5 Subletting/Assignment of Agreement. Vending Machine Operator shall not sublet or assign any of the work without the express, prior written consent of the City.

9.6 Waiver. Any waiver by Vending Machine Operator or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

9.7 Complete Agreement. This Agreement contains the complete and integrated understanding and Agreement between the parties and supersedes any understanding, Agreement or negotiation whether oral or written not set forth herein.

9.8 Non-Discrimination.

9.8.1 The City is an equal opportunity employer.

9.8.2 Non-discrimination in Employment. In the performance of this Agreement, the Vending Machine Operator will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability, or the use of a trained guide dog or service animal by a person with a disability; provided, that the prohibition against discrimination in employment because of disability, or the use of a trained guide dog or service animal by a person with a disability, shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Vending Machine Operator shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or

physical disability or the use of a trained guide dog or service animal by a person with a disability. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Vending Machine Operator shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

9.8.3 Non-discrimination in Services. The Vending Machine Operator will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability.

9.8.4 If any assignment and/or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Vending Machine Operator shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

9.9 Modification of Agreement. This Agreement may be modified by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and Vending Machine Operator.

9.10 No Partnership. The parties do not intend to create any joint venture or partnership by this Agreement.

9.11 Other Rights. The parties do not intend to confer any rights or benefits on any third parties by this Agreement.

9.12 Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

9.13 Notices. Notices to the City of Oak Harbor shall be sent to the following address:

City of Oak Harbor
Attn: Connie Wheeler, City Clerk
865 SE Barrington Drive
Oak Harbor, WA 98277

Notices to Vending Machine Operator shall be sent to the following address:

Vending Machine Operator Advantage Vending
Attn: John Heinke
1350 Pacific Place
Ferndale, WA 98248

9.14 Venue. Any lawsuit arising out of this Agreement shall be brought in Island County Superior Court and the laws of the state of Washington shall apply to this Agreement.

IN WITNESS WHEREOF, the City and Vending Machine Operator have executed this Agreement as of the date first above written.

CITY:

CITY OF OAK HARBOR
865 SE Barrington Drive
Oak Harbor, WA 98277

Scott Dudley, Mayor

ATTEST:

Connie Wheeler, City Clerk

VENDING MACHINE OPERATOR

Advantage Vending
1350 Pacific Place
Ferndale, WA 98248

John Heinke
John Heinke, Sales Manager

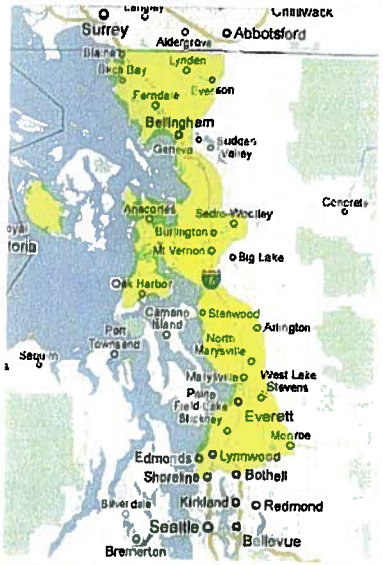
1350 Pacific Place Ferndale, WA 98248
Phone: (360) 380-1677 Fax: (360) 380-1668
www.advantagevending.com

Who are we?

Advantage Vending is a full line vending and distribution company with its main office located in Ferndale, WA. Created in 2001, Advantage Vending has quickly grown to be one of the premier full line vending operators to service the geographic area north of Seattle, WA. Our parent company is Walton Beverage, a locally owned Pepsi franchise since 1931.

What is your service area?

Advantage Vending services the area between the U.S./Canadian border in Blaine, WA south to the cities bordering north Seattle. Our cities serviced include:



Anacortes	**Lynden**
Arlington	**Marysville**
Blaine	**Mill Creek**
Bellingham	**Monroe**
Burlington	**Mt. Vernon**
Edmonds	**Oak Harbor**
Everett	**Sedro-Woolley**
Ferndale	**Shoreline**
Lake Stevens	**Snohomish**

What kind of vending services do you offer?

Advantage Vending offers all full line vending services. Primarily this includes beverage and snack vending.

What kinds of businesses do you service?

We are in the service business and value all our clients. We provide vending services to large customers like Costco, Western Washington University, and local hospitals on down to small businesses or apartment complexes which may only have a beverage vending machine. Our goal is to fit the customer needs with the most suitable kind of vending service.

What brands do you represent?

Advantage Vending represents most all the major brands you can think of for beverages and snacks. Our leading beverage brands include Pepsi, Mtn. Dew, Dr Pepper, Aquafina water, Lipton tea, Gatorade, Starbuck's Frappuccino, and Monster energy. Our snack brands include Frito Lay, Kellogg's, M&M Mars, Hershey, and General Mills.

What about healthy items?

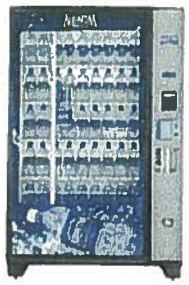
Advantage Vending is a leader in this department. Thanks to our dominant presence in school vending, we stock a huge assortment of healthy choice beverages and snacks. SoBe Life Water, reduced calorie Gatorade, Ocean Spray 100% juices, Frito Lay baked chips, Pirate's Booty, and Nature Valley granola bars are just some of the items we carry. We are happy to provide a complete listing of beverages and snacks offered upon request.

What vending equipment do you offer?

Advantage Vending is proud to offer only the best commercial equipment available when possible. We know machine reliability is a key to satisfied customers, which is why we utilize attractive, state of the art commercial equipment with vending sensor technology to ensure the customer receives the product selected. $1 and $5 bill acceptance is a standard for us, and change is given back with nickels, dimes, quarters, and dollar coins.

Here is a sample of our current vending equipment available:

Beverage HVV
37"W x 35"D
28"W x 35"D (narrow)
11.5 amps



Beverage glassfront
47"W x 32"D
39"W x 32"D (narrow)
12 amps

Combo Bev/Snack
44"W x 32"D

12 amps

Standard Snack
38"W x 36"D
32"W x 36"D (narrow)
3 amps

(Most machines are 72" tall)

What about repairs?

We have a repair department with five technicians able to handle your calls. Repairs calls can be made any time of the day by calling (360) 380-1677, then dialing 1.

References?

You bet. We are proud to share referrals from companies currently using our services.

For additional information contact:

Advantage
VENDING & DISTRIBUTION

John Heinke
Phone: (360) 380-1677, ext. 119
email: john.heinke@advantagevending.com

1350 Pacific Place Ferndale, WA 98248
Phone: (360) 380-1677 Fax: (360) 380-1668
www.advantagevending.com

Sample of Current Vending Customers:

City, County, State Organizations:
City of Oak Harbor (Parks)
City of Mt. Vernon
City of Sedro-Woolley
City of Burlington
City of Bellingham
City of Blaine
Anacortes Housing Authority
Bellingham Housing Authority
Skagit County Facilities
Whatcom County Facilities
Whatcom County Parks
Washington State Parks
Dept. of Transportation (Skagit County)
Custer Rest Areas (state)

Education:
Western Washington University
Seattle Community College (5 campuses)
Skagit Valley College
Whatcom Community College
Bellingham Technical College
Cascades Job Corps (Sedro-Woolley)
all high schools from Mt. Vernon north
(18 in all, including Oak Harbor High)

Prominent Businesses:
Washington Bulb
Dri Eaz
Puget Sound Refinery
Puget Sound Rope
Skagit Hospital
Pacific Wood Tech
Skagit Casino
Goodwill (Whatcom, Skagit)
Burlington Outlet Shoppes
Bellis Fair Mall
Costco
T-Mobile
Intalco
Ryzex
Yamato Engines
Nature's Path
Altair/Alpha Technologies
Sportsplex
Birch Bay Waterslides
YMCA of Skagit County
YMCA of Whatcom County
Port of Bellingham
Everett Events Center

For additional information contact:

John Heinke
Phone: (360) 380-1677, ext. 119
email: john.heinke@advantagevending.com

Advantage
VENDING & DISTRIBUTION
"Our advantages make the difference"

Combination Vending Machine

Looking for beverage and snack vending, but have little space? Then our combination beverage and snack vending machine might be just the solution for you.

- **Locally owned and serviced**
- **Ability to offer any kind of beverage or snack**
- **Glassfront allows complete viewing of all items**
- **Accepts $1 and $5 bills**
- **Requires standard power outlet**
- **44"W x 32"D x 72"H**

for more details please contact:

John Heinke: Sales

phone: (360) 380-1660, ext.119 e-mail: john.heinke@advantagevend.com

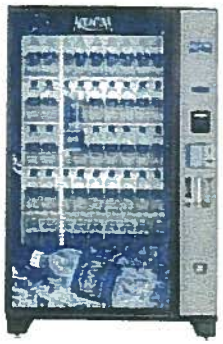
Vending Equipment Dimensions and Requirements

Advantage
VENDING & DISTRIBUTION

Phone: (360) 380-1677, ext. 119
www.advantagevending.com

Sales Manager: John Heinke john.heinke@advantagevending.com

Beverage HVV
37"W x 35"D
28"W x 35"D (narrow)
11.5 amps



Beverage glassfront
47"W x 32"D
39"W x 32"D (narrow)
12 amps

Combination Beverage/Snack
44"W x 32"D

12 amps

Standard Snack
38"W x 36"D
32"W x 36"D (narrow)
3 amps

- All machines are 72" tall except **Beverage HVV**, which is 79" tall.
- **Beverage HVV** is the only machine suitable for outdoor locations.
- All machines accept $1 and $5 bills, nickels, dimes, quarters, and dollar coins.
- All machines are dex compliant, meaning the machine downloads info into the driver's handheld device automatically.

Advantage
VENDING & DISTRIBUTION

John Heinke: Sales
Whatcom: 380-1660, x119 Skagit: 757-0044, x119
e-mail: john.heinke@advantagevend.com

2012 Beverage Vending

- No rental fee, installation cost, or length of agreement to have a machine on site.
- Each machine can hold up to 10 selections from the flavors shown below.
- Just provide us space and a standard 110V power outlet. We'll do the rest!

20oz bottles: $1.50

Soft drinks (20oz. bottles and 12oz. cans)

12oz cans: 75¢

Pepsi
Diet Pepsi
Pepsi Max
Cherry Pepsi
Sierra Mist Natural
Mug Root Beer

Mountain Dew
Diet Mountain Dew
Crush Orange
Squirt
Dr. Pepper
Diet Dr. Pepper

Waters, tea (20oz.) $1.50

Aquafina water
Flavor Splash Raspberry
Flavor Splash Straw Kiwi
Lipton Iced Tea w/lemon
Brisk Lemonade

Gatorade/G2 (20oz.) $1.75

Gatorade Cool Blue
Gatorade Fruit Punch
G2 Glacier Freeze
G2 Grape
G2 Fruit Punch
G2 Lemon Lime

Juices (15.2oz.) $1.75

100% Orange Juice
100% Apple Juice
Cranberry Cocktail

SoBe Life Water (20oz.) $1.75

Black & Blue Berry
Fuji Apple Pear
Yumberry Pomegranate
Pacific Coconut Water New!

Energy Drinks (16oz. cans) $2.50

Amp
No Fear
Monster
Monster Absolutely Zero
Monster Rehab

Pricing shown above represents typical vending prices for each beverage category

Advantage
VENDING & DISTRIBUTION

"Our advantages make the difference"

(360) 380-1677

- Serving Whatcom, Skagit, and Snohomish counties
- Locally owned and operated
- Guaranteed snack vending sensor delivery system
- Largest selection including "healthier choice" options
- Specializing in commercial beverage vending, too

Snack Vending Selections

Chips
Doritos Nacho Cheese
Cheetos Crunchy
Cheetos Cheddar Jalapeno
Fritos Chili Cheese
TGIF Cheddar Bacon Potato Skins
Sun Chips Harvest Cheddar
Sun Chips Garden Salsa
Doritos- Baked
Lays Regular
Ruffles Cheddar Sour Cream
Tim's Jalapeno Chips
Lays- Baked
Lay's Barbecue- Baked
Ruffles Cheddar Sour Cream- Baked
Erin's White Cheddar Popcorn
Rold Gold pretzel
Boulder Canyon Rice & Bean chips
Stacy's Pita Chips-Plain w/sea salt
Stacy's Pita Chips-Parmesan Garlic
Pop Chips Barbecue
Pirate's Booty

Crackers
Elfin Crackers
Goldfish Crackers
Gardetto Original Snack-Ens
Cheez-It Crackers Big Bag
Chex Mix Traditional
Chex Mix Bold Party
Chex Mix Honey Nut
Wheat Thins Toasted Veggie Chips

Candy bars
Reese's Peanut Butter Cup
Snickers
Twix
M&M's Peanut
3 Musketeers
Skittles Original
Skittles Tropical
Skittles Wild Berry
Starburst Original Fruit Chews

Granola bars, nuts, meats
Planter's Salted Peanuts
Kar's Sweet & Salty Nut Mix
Kar's Sweet & Spicy Nut Mix
Corn Nuts Original
Corn Nuts Barbecue
Nature Valley Oats & Honey Granola Bar
Nature Valley Strawberry Yogurt Bar
Trails Best Double Salami
Trails Best Beef & Cheese
Fiber One Oats & Chocolate
Marathon Smart Stuff Trail Mix Bar
Marathon Smart Stuff Chocolate Crisp Bar
Blue Diamond Smokehouse Almonds
Blue Diamond Wasabi & Soy Almonds

Meal items
Cup Noodles (4 flavors)
Kraft Macaroni & Cheese

Misc bagged items
Act II Light Butter Popcorn
Honey Maid Cinnamon Sticks
Welch's Strawberry Fruit Snacks
Welch's Mixed Berry Fruit Snacks
Sconza Yogurt Pretzels
Red Vines licorice
Jack Links Beef Steak Nuggets
Jack Links Beef Jerky
Mrs. May's Almond Crunch Mix

Value bag candy
Sconza Reduced Sugar Gummy Bears
Sconza Reduced Sugar Sour Worms
Reeses Pieces
Black Forest Gummy Bears
Sour Patch Kids
Sour Rips

Cookies, Pop Tarts
Famous Amos Choc. Chip
Grandma's Chocolate Chip
Grandma's Peanut Butter
Grandma's Vanilla Bites
Basil's Duplex Cremes
Rice Krispie Treat
Pop Tart Whole Grain Strawberry (1 pastry)
Pop Tarts Frosted Strawberry
Pop Tarts Frosted Blueberry
Pop Tarts Frosted Hot Fudge Sundae

Mints, gum
Lifesavers Peppermint
Lifesavers Five Flavor
Extra Peppermint Gum
Big Red Cinnamon Gum
Certs Wintergreen

General Prices (items not listed may vary in price)

$0.75: gum and mints
$1.00: small bag cookies
$1.25: most chips and crackers, most candy bars, nut mixes, or meat items
$1.50: specialty chips, licorice, Pop Tarts, large bag cookies, Reese's Pieces, Sconza gummy items
$2.00: Jack Links, value bag candy

City of Oak Harbor
City Council Agenda Bill

Bill No. 9
Date: May 1, 2012
Subject: Janitorial Services Contract – Reject Bids

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Scott Dudley, Mayor
Steve Powers, Interim City Administrator
Doug Merriman, Finance Director
William H. Hawkins, City Attorney, as to form

PURPOSE

This agenda bill seeks authorization to reject all bids for janitorial services and issue a new request for proposals based on revised bid documents.

AUTHORITY

OHMC 2.360.030 Competitive Processes for Purchase Services.

Where reasonably possible, the City is directed to use competitive bid processes or competitive solicitation processes for purchase services as in the same manner as is used for purchase of supplies and equipment (Ord. 1470 § 7, 2006).

FISCAL IMPACT DESCRIPTION

Funds Required: $1,000.00

Appropriation Source: Professional Services from 2012 Budgets: 001.45, 001.50, 129.55 & 510.50

SUMMARY STATEMENT

On March 6, 2012, City Council authorized staff to advertise for proposals for janitorial services. The City utilizes a professional janitorial service to provide general cleaning of City Hall, Police Department, Senior Center and the Public Works Department buildings.

Notice was published on March 10, 2012 and March 17, 2012 in the Whidbey News Times and the Seattle Daily Journal of commerce to obtain proposals from qualified providers of janitorial services.

Amount of the Bids: Staff received and opened three sealed bids on March 30, 2012. The bid totals are tabulated below:

Company	2012	2013	2014
Covenant	$ 36,285.55	$ 49,452.40	$ 49,452.40
Service Master	$ 59,496.72	$ 79,374.96	$ 80,565.57
New Leaf	$ 114,903.55	$ 157,851.25	$ 158,004.59

Given the wide range of bids, staff is concerned that there may be different understandings of what services are being requested in the bid documents. Staff will revise the documents prior to issuing a new request for proposals to clarify the level of service that is being requested.

It is recommended that Council reject all bids received and direct staff to advertise request for proposals for janitorial services for City Hall, Police Department, Senior Center and Public Works Department buildings after the request for proposals has been modified to clarify the level of service being requested.

Funding: The funds needed to re-advertise the request for bids is $1,000.00 and is available in the 2012 budget.

STANDING COMMITTEE REPORT

The request for proposals was reviewed by the Public Works Standing Committee on March 1, 2012. The summary of bids has not been reviewed by any standing committees due to timing issues.

RECOMMENDED ACTION

Reject all bids and direct staff to modify the bid documents to clarify the requested level of service and re-advertise for proposals for janitorial services for City Hall, Police Department, Senior Center and Public Works Department.

ATTACHMENTS

None

City of Oak Harbor
City Council Agenda Bill

Bill No. 10
Date: MAY 1, 2012
Subject: Pending Items for Future City Council Meetings

FROM: **Scott Dudley, Mayor**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Steve Powers, Interim City Administrator
Doug Merriman, Finance Director
Bill Hawkins, City Attorney, as to form

SUMMARY STATEMENT

The attached list of pending items is meant to be an organizational tool and not a definitive list of what will come before the Council for a given meeting's date. As a tentative list, it is subject to frequent, if not daily changes.

Pending Items As of: April 25, 2012

This list is subject to change.

If a row is highlighted in blue, it has been reviewed by the Law Department and in packet.

Council Absences: Beth Munns from the 5/1/12 meeting
Jim Campbell from the 6/19/12 meeting

Targeted Meeting Date	Agenda Bills ARE DUE	Public Hearing Notice Date (if needed)	Consent Agenda	Subject	Department
5/15/12	4/25/12 To Legal 4/24/12		✓	Appointment - Youth Services Advisory Board, Ron Lawler	Admin
5/15/12	4/25/12 To Legal 4/24/12		✓	Appointment - Youth Services Advisory Board, McKenzie Schneider	Admin
5/15/12	4/25/12		✓	Introduction - Ordinance, Credit Card Fees	Finance
5/15/12	--		✓	Accounts Payable Vouchers	Finance
5/15/12	4/25/12	5/2/12		Public Hearing and Final Consideration – Personnel Code Update and Handbook	HR
5/15/12	4/25/12	5/5/12		Public Hearing - Youth Services Advisory Board Code Revision	DevSrv/PD
5/15/12	4/25/12			Introduction – Personnel "Housekeeping" Code and Resolution	Admin/Leg
5/15/12	4/25/12			Contract – Automated Pay Station for Staysail RV Park	P.Works
5/15/12	4/25/12			Contract Award – Gun Club Road Water Main	P. Works
5/15/12	4/25/12			Marina Fuel Pricing Policy	Dev Srv
5/15/12	4/25/12			Marina Contract Pricing	Dev Srv
5/15/12	--			Future City Council Pending Items	Admin

6/5/12	5/16/12		✓	Noise Permit – Whidbey Cruzers	Admin
6/5/12	5/16/12	5/23/12		Public Hearing and Final Consideration – Personnel "Housekeeping" Code and Resolution	Admin/Leg
6/5/12	5/16/12	5/23/12		Public Hearing - Ordinance, Credit Card Fees	Finance
6/5/12	5/16/12			Contracts – Steve Powers, Development Services Director	HR
6/5/12	5/16/12			Contract - Bill Hawkins, City Attorney	HR
June				Authorization to Advertise for Bids - Water Reservoir	P.Works
				Contract Award - Study for Solid Waste Transfer Station	P.Works
				Legal Department Restructure	Legal
				Asset Transfer to Water Utility – Reservoir	P.Works
				Easement Agreement – Navy Fuel Line	P.Works
				Interlocal Agreement – Island County Housing Authority, Oak Harbor, Coupeville, and Langley for Affordable Housing. Recording surcharge funds to fund housing programs.	Admin
				Resolution – Marina, Facility Use Fee	Dev Srv

				Council Rule Change – Public Forum	Legal
				Channel 10 Rules	Admin and Legal
				Recommendations from HDR – System Development Fees (future workshop)	P.Works
				Impact Fees – under review for deferral at closing	Dev Srv / P.Works
7/3/12	6/13/12			Mutual Aid Agreement with Navy	FD
7/3/12	6/13/12			Agreement, With Whidbey General Hospital for EMS Services	FD
				Public Hearing – Binding Site Plan Code Amendment	Dev Srv
				Authorization to Solicit Bids – Rescue Unit	Fire
				Utilities Office, City Council Chambers, Law Department Remodels	Finance, Dev Srv
				WAIF Contract	Dev Srv
				Introduction – Arts Commission Ordinance	Admin
				Final Consideration – Arts Commission Ordinance	Admin

STANDING COMMITTEES and other meetings and activities

Date	Subject	Dept.
5/3/12	PUBLIC WORKS COMMITTEE, 3:30 p.m., at City Hall	Commission Members
5/4/12	CITY COUNCIL WORKSHOP, Emergency Preparedness, 10:00 a.m. – 2:00 p.m. at City Hall	Police/Fire
5/7/12	MARINA COMMITTEE, 7:00 p.m. at City Hall	
5/8/12	GOVERNMENTAL SERVICES COMMITTEE, 3:30 p.m., at City Hall	Committee Members
5/9/12	FINANCE COMMITTEE, 3:30 p.m., at City Hall	Committee Members
5/14/12	ARTS COMMISSION, 6:00 p.m. at City Hall	
5/17/12	PUBLIC SAFETY COMMITTEE, 3:30 p.m., at City Hall	Committee Members
May/June	CITY COUNCIL WORKSHOP - Budget Environment (date and time to be determined)	Finance
TBD	CITY COUNCIL WORKSHOP - Tabled from the 4/17/12 Council Meeting: Parliamentary Procedure, Conduct, State/End Times, Comments; Voting, to include a show of hands in addition to a verbal vote; A policy or procedure to ban the wearing of hats in Council Chambers (date and time to be determined)	Admin
12/8/12	CITY COUNCIL RETREAT – Review Goals set at March Retreat	DevSrv