NORTH WHIDBEY
POOL, PARK, AND RECREATION
DISTRICT

PUBLIC NOTICE

BOARD OF COMMISSIONERS REGULAR MEETING
Location: John Vanderzicht Memorial Pool
Date & Time: Thursday, September 24, 2026, 6:00 p.m.
Online: Join Us or Scan the *QR Code

1. MEETING CALLED TO ORDER
2. ROLL CALL
3. PUBLIC COMMENTS
4. CONSENT AGENDA ANNOUNCEMENT
5. CONSENT AGENDA ITEMS

a. Minutes:
  i. 7.23.2026 Regular Meeting Minutes
  ii. 8.27.2026 Regular Meeting Minutes

b. Vouchers and Payroll:
  i. Expense Voucher #260703001-260703011, 260801001-260801003, 260802001-260802006 $32,903.24
  ii. Payroll $70,970.20
  iii. DOR $2,884.71

Total $106,758.15

6. STAFF REPORTS
7. COMMITTEE REPORTS

a. Budget Committee-none
b. Program Committee-none
c. By Laws Committee-none

8. UNFINISHED BUSINESS

a. Combining Committees Discussion

9. NEW BUSINESS:

a. Resolution 2026-07 Repair and Replacement Procurement Policy-Draft
b. Contractor Agreement Template
c. Employee of the Month

10. EXECUTIVE SESSION:
11. ACTION ITEM/REVIEW:
12. FINAL BOARD COMMENTS:
13. NEXT MEETING: Budget Workshop: Thursday, October 8, 2026, @ John Vanderzicht Memorial Pool
14. ADJOURNMENT:

Public Notice of Potential Social Gathering

Following regularly scheduled meetings of the NWPPRD Board of Commissioners, members of the Board may attend a social gathering at a local business. This event is informal and purely social in nature. No official business will be conducted, and no decisions will be made. This notice is provided in accordance with open public meeting requirements to ensure transparency and public awareness.

1. Item: Meeting Called to Order
Meeting Date: September 24, 2026
Presented By: Chair
**This section for staff use*

This is the regular meeting of the North Whidbey Pool, Park, and Recreation District Board of Commissioners. I am calling this meeting to order at _____ a.m. or p.m.

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2. Item: Roll Call
Presented By: Chair

This section for staff use

Com. Kraner ___, Com. Larsen___, Com. Witmer___, Com. Hartmann___, Com. Guy___.

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3. Item: Public Comment
Presented By: Chair

> *"The Board of Commissioners welcomes public input on items listed on the agenda, policies, and/or issues affecting our District. The BOC takes this time to listen and consider, but not to comment. Anyone who wishes to comment please let us know. Please state your name and keep your comments to three minutes, thank you."*

4. Item: Consent Agenda Announcement
Meeting Date: September 24, 2026
Presented By: Chair
"The consent agenda is designed to assist in making the meeting shorter and more efficient. Items left on the Consent Agenda may not be discussed when the Consent Agenda comes before the Board of Commissioners. Does any Commissioner request removal of a Consent Agenda item?"

BK___ BL___ JW___ MH___ DG___

Item Removed: _____

*(**the request does not require a second or a vote by the BOC. If an item is removed, it needs to be discussed and acted on separately immediately following the consideration of the consent agenda.)*

5. Item: Consent Agenda Approval

Presented By: Chair

a. Minutes:

i. 7.23.2026 Regular Meeting Minutes

ii. 8.27.2026 Regular Meeting Minutes

b. Vouchers & Payroll

i. Expense Vouchers #s 260703001-260703011, 260801001-260801003, 260802001-260802006
$32,903.24

ii. Payroll: $70,970.20

iii. DOR $2,884.71

TOTAL: $106,758.15

Recommended Motion: I move to approve the Consent Agenda as presented.

This section is for staff use

Motion _____ **2nd**_____ **Discussion:** Yes/No

Vote: Y/N/AB

BK___ BL___ JW___ MH___ DG___

NORTH WHIDBEY
POOL, PARK, AND RECREATION
DISTRICT

BOARD OF COMMISSIONERS REGULAR MEETING
John Vanderzicht Memorial Pool
85 Southeast Jerome Street, Oak Harbor, WA 98277
Thursday, July 23, 2026
6:00 PM

1. **MEETING CALLED TO ORDER** at 6:01pm BOC Chair Larsen.

2. **ROLL CALL:** Comms Larsen, Kraner, Witmer, Hartmann and Guy were present.

3. **PUBLIC COMMENTS:**

- Elaine Graham – Expressed disappointment on agenda for tonight's meeting is not reviewing the strategic planning. Elaine recommends the BoC to focus on the strategic planning that is sorely needed. Elaine has attempted to attend committee meetings and found they were canceled. Elaine acknowledges the BoC are volunteers but encourages the BoC to move forward. Elaine noted the attendance has not been noted in previous packets and request for the information to be included in future packets.
- Andrea Groberg – Andrea echos the concerns as noted by Elaine
- Akemi Christiansen – Per Akemi's request, her husband read a written statement by Akemi. Akemi statement expressed concerns of the membership fee as it relates to training requirements. Akemi request BoC to consider an "all inclusive membership pass."

4. **CONSENT AGENDA ANNOUNCEMENT: NO ACTIONS**

5. **CONSENT AGENDA ITEMS:** Commissioner Kraner move to approve the Consent Agenda. Commissioner Guy second the motion. The motion carried unanimously with no further discussion.

b. Vouchers and Payroll:

i.	Expense Voucher #360504001-260504005, 260601001-260601006, 260602001-260602003	$36,896.19
ii.	Payroll	$75,214.03
iii.	DOR	$1,962.56
	Total:	$114,072.78

6. **STAFF REPORTS:**
   a. ED Cochran provided update on time off request.
   b. ED Cochran provided additional updates on Chum Run and other are additional discussion on future planning. There were more registered runners than previous Chum Run.

c. ED Cochran provided update on WAGs and its community feedback for next year.
d. ED Cochran provided update on the Chamber of Commerce have requested an ongoing partnership for future community events to provide antivirus.
e. Maintenance Manager provided additional information on the pump with temporarily closure on Friday, July 24, 2026.

7. COMMITTEE REPORTS:

a. **Budget Committee:** Reviewing locker room renovation and will be ready to present in the August meeting.
b. **Program Committee:** We have started the process of reviewing the cost tier study. We need additional time to finish the review and plan to present at the next BOC Meeting in August with recommendations.
c. Bylaws Committee: Provided recommended amendments for Business and Standing Rules for NWPPR. BoC reviewed the recommended revisions in the packet prior to the July 23, 2026 BoC Meeting. Commissioner Hartmann move to approve the revisions of Business and Standing Rules the as presented. Commissioner Guy second the motion. The motion carried with no further discussion.

8. UNFINISHED BUSINESS: None

9. NEW BUSINESS:

a. **Oak Harbor Chamber Discussion –** Commissioner Larsen acknowledged the collaborative relationship with NWPPRD and all the successful efforts of NWPPRD staff who have contributed to a memorable weekend for the community.
b. **Resolution 2026-03 Adoption of a Zero Tolerance for Harassment of Staff Policy –** ED Cochran presented the Resolution with recommendation of a public posting of the Policy. Commissioner Larsen open the floor for discussion. Commissioner Kraner recommended included staff and volunteers to the Resolution. Commissioner Hartman recommended adding "and Volunteers" to the title of the Resolution. Commission Hartman move to adopt Resolution No. 2026-03, adopting the Zero Tolerance for Harassment of Staff and Volunteers Policy, including Exhibit A, as amended. Commissioner Guy second the motion, and it was approved unanimously with no further discussion.
c. **Resolution 2026-04 Revision of Purchasing Policy –** ED Cochran presented the Resolution. Commissioner Hartmann move to adopt Resolution No. 2026-04, repealing the existing Purchasing Policy contained in Section 2.11 of the Employee Handbook, adopting the revised Purchasing Policy attached as Exhibit A, and directing the Executive Director to update the Employee Handbook accordingly. Commissioner Kraner second the motion, and it was approved unanimously with no further discussion.
d. **Employee of the Month –** Cade Carlson

10. EXECUTIVE SESSION: The board is entering into executive session pursuant to RCW 42.30.110(1)(g) to review the performance of a public employee for a period of 30 minutes, until 7:00p.m. Commissioner Larsen call the regular meeting back to order at 7:00p.m.

11. COMMITTEE ASSIGNMENT: Commissioner Larsen appointed Commissioner Hartmann to the Budget Committee**.**

12. ACTION ITEM/REVIEW:

a. Budget Committee – Committee to review Locker Room Renovation Project proposal. Budget Committee to present to BOC in August.

b. Program Committee – Continue to review each program, activity, and service offered by the district, categorize them according to their cost recovery category, and then provide a comparison to the proposed target cost recovery rates. Program Committee to present to BOC in August.

13. FINAL BOARD COMMENTS: Comms Larsen, Kraner, Witmer, Hartmann and Guy made comments.

14. NEXT MEETING: August 27, 2026, 6:00 p.m. at John Vanderzicht Memorial Pool.

15. ADJOURNMENT: The meeting adjourned at 7:05pm by BOC Chair Larsen.

Attest:

_____
Bill Larsen, Chair

_____
Date

NORTH WHIDBEY
POOL, PARK, AND RECREATION
DISTRICT

BOARD OF COMMISSIONERS REGULAR MEETING
John Vanderzicht Memorial Pool
85 Southeast Jerome Street, Oak Harbor, WA 98277
Thursday, August 27, 2026
6:00 PM

1. **MEETING CALLED TO ORDER** at 6:00pm BOC Chair Larsen.

2. **ROLL CALL:** Comms Larsen, Kraner, Witmer, Hartmann, and Guy were present.

3. **PUBLIC COMMENTS:**

- Andrea Groberg – Looking forward to hearing about the budget adjustment proposals listed on the agenda for tonight's meeting. Expressed continued issues with the online registration.
- Elaine Graham – Expressed gratitude on shower tennis room plans moving forward. Shared impression of review of Program Committee discussion of the Tier Cost Recovery. Asked if there would be a simpler approach to addressed fixed cost be set aside compared to the other services and programs that is part of the Tier Cost considerations. Questioned the need of having additional life guards present during programs and services that should already have a life guard on deck. Questioned why water volleyball and water aerobics is considered at 75% tier cost recovery.
- Teri Bono – Express gratitude of allowing public comment and encouraging our participation in discussions. Expressed gratitude of the temperature of the water has been "amazing."

4. **CONSENT AGENDA ANNOUNCEMENT**

5. **CONSENT AGENDA ITEMS:** Commissioner Guy move to approve the Consent Agenda. Commissioner Hartmann second the motion. The motion carried unanimously with no further discussion.

a. Minutes from Regular Meeting 07.23.2026
b. Vouchers and Payroll:

i.	Expense Voucher #260603001-260603009, 360701001-260701009, 260702001-260702006	$49,414.78
ii.	Payroll	$68,505.59
iii.	DOR	$2,183.02
	Total:	$120,103.39

6. **STAFF REPORTS:**
   a. BOC Chair reported on behalf of the Executive Director

i. MWR increased contract amount of $65,000 through contract modification.
ii. NWPPR will be taking part at the Military Appreciation Picnic on Saturday, August 29, 2026 11:00am to 3:00pm. A public notice has been published
iii. City of Oak Harbor Park and Recreation Collaboration Meeting with City Administration (CA) Combs and Park and Recreation Director PRD Cole was productive and will encourage future collaborations.

b. BOC Chair reported on behalf of the Recreation Coordinator
   i. Camp Trail Blaze wrapped up on August 13, 2026.
   ii. Flag Football has a 23% increase in participation from the 2025 season. Commissioner Kraner ask to consider a Spring Flag Football season.
c. Maintenance Manager provided additional facility maintenance and Volunteer Day.
d. Business Manager provided additional information on budget adjustments, cost-recovery model, and Springbook accounting process.

7. COMMITTEE REPORTS:

a. **Budget Committee:**
   i. Business Manager presented the budget adjustments reviewed during the Budget Committee meeting. Commissioner Guy move to approve the 2026 budget adjustment as presented, including $153,223.92 in expenditure increases and $142,871.46 in expenditure reductions, resulting in a net increase in budget expenditures of $10,352.46. Commissioner Hartmann second the motion. The motion carried unanimously with no further discussion.
   ii. Maintenance Manager presented on the Lock Room Shower Renovation and Fund Transfer. Business Manager presented additional information on how the Lock Room Shower Renovation will impact the budget.
      1. Commissioner Guy move to authorize staff to continue moving the project forward, subject to attorney review and compliance with its District's updated Small Works Roster procedures. Commissioner Witmer second the motion. The motion carried unanimously with no further discussion.
      2. Commissioner Guy move to approve the locker room shower tennis room project for up to $128,789.64, including a 20% contingency, to be paid here the Capital Fund. Commissioner Witmer second the motion. The motion carried unanimously with no further discussion.
      3. Commissioner Guy move approve the revisions of Standing Rules Definitions as presented to reflect the to transfer $100,000 from the District's M&O Fund 646 to the Capital Fund 788 for the locker room shower renovation project. Commissioner Witmer second the motion. The motion carried unanimously with no further discussion.

b. **Program Committee:**
   i. Commissioner Guy presented on the Tiered Cost Recovery-Revision review and suggestions. We have reviewed the options for 60/80/100 tier and calculation would increase the participation cost. The Program Committee would like to the BOC to reconsider revising the Tiered Cost Recovery to 50/75/100 to minimize the increase in participation cost with goal to implement by 2028.
   ii. Commissioner Witmer explained the suggestion to the Standing Rules to remove aerobics, volleyball, and open swim from Programs definitions per the recommended Tired-Cost Recovery. Aerobics, volleyball, and open swim will

be considered a supplemented program. Program Committee will send their Standing Rules revision recommendations to the Bylaws Committee.

c. Bylaws Committee: None

8. UNFINISHED BUSINESS: None

9. NEW BUSINESS:

a. **Combining Committee Discussion** – Commissioner Guy presented the suggestion to combine the Program Committee and the Budget Committee.
b. **Resolution 2026-05 Closing Bond Account –** Business Manager presented the Resolution with recommendation on Resolution 2026-05 Closing Bond Account. Commission Guy move to adopt Resolution No. 2026-05 as presented. Commissioner Hartmann second the motion, and it was approved unanimously with no further discussion.
c. **Resolution 2026-06 Cash Payment Rounding –** Business Manager presented the Resolution 2026-06 Cash Payment Rounding. Commissioner Hartmann move to adopt Resolution No. 2026-06, as presented. Commissioner Guy second the motion, and it was approved unanimously with no further discussion.
d. Employee of the Month – Business Manager presented Alex Lowe as the Employee of the Month

10. EXECUTIVE SESSION: None

11. ACTION ITEM/REVIEW:

a. Bylaws Committee – The Bylaws Committee will present revisions to the Standing Rules and Bylaws in the September meeting.
b. Agenda item - Combine Budget Committee and Program Committee

12. FINAL BOARD COMMENTS: Comms Larsen, Kraner, Witmer, Hartmann and Guy made comments.

13. NEXT MEETING: September 24, 2026, 6:00 p.m. at John Vanderzicht Memorial Pool.

14. ADJOURNMENT: The meeting adjourned at 6:50 by BOC Chair Larsen.

Attest:

_____
Bill Larsen, Chair

_____
Date

County Warrant #	*Processed:*	*Dist. Voucher #*	*Amount*
689053-689063	*08.05.2026*	*260703001-260703011*	*$15,168.95*
689328-689330	*08.12.2026*	*260801001-260801003*	*$ 4,150.60*
690149-690154	*08.26.2026*	*260802001-260802006*	*$13,583.69*
			$32,90324

Payroll, Payroll Processing Fee, L&I Transfers from M & O Account to Payroll Account of ***$70,970.20***
Department of Revenue Transfer ***$ 2,884.71***

Total of Voucher #s 260703001-260703011, 260801001-260801003, 260802001-260802006
Payroll Transfer (Including Payroll Processing Fee and L&I) & Dept. of Revenue Transfer
$106,758.15

TO: Island County Auditors

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

SUBJECT: Voucher Certification / Payroll Transfer and Approval

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

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

APPROVED September 24, 2026

_____
Brit Kraner, Commissioner

_____
Bill Larsen, Commissioner

_____
Jaemee Witmer, Commissioner

_____
Melissa Hartmann, Commissioner

_____
David Guy, Commissioner

CHECK REGISTER

North Whidbey Park & Pool District

07/30/2026 To: 08/20/2026

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
993	07/30/2026	Claims	1	0	Airgas USA, LLC	484.54	Carbon Dioxide (HT)
994	07/30/2026	Claims	1	0	Canon Finacial Services Inc	157.14	Copy Machine Lease
995	07/30/2026	Claims	1	0	Holly Celletti	115.00	Patron Refund - Swim Lessons
996	07/30/2026	Claims	1	0	City of Oak Harbor Utilities	2,851.39	Pool, Patron, CVP Water
997	07/30/2026	Claims	1	0	Colonial Life	1,622.41	Insurance Benefits
998	07/30/2026	Claims	1	0	Kaiser Permanente	6,073.90	Insurance Benefits
999	07/30/2026	Claims	1	0	Rebekah Petersen	115.00	Patron Refund - Swim Lessons
1000	07/30/2026	Claims	1	0	Scottie's Plumbing & Repair	459.06	Pump Repair
1001	07/30/2026	Claims	1	0	South Whidbey Parks & Aquatic Foundation	1,750.00	Chum Run Registration Revenue
1002	07/30/2026	Claims	1	0	Springbrook Holding Company LLC	414.72	Finance Training, Project Management
1003	07/30/2026	Claims	1	0	Washington Alarm Inc	1,125.79	Annual Fire System Test
1049	08/06/2026	Claims	1	0	Airgas USA, LLC	3,600.60	CO2 Food Grade Micro Bulk
1050	08/06/2026	Claims	1	0	Oak Harbor Chamber of Commerce	250.00	Chamber Classic Membership
1051	08/06/2026	Claims	1	0	Brian Perez	300.00	Patron Refund - Day Camp
1273	08/20/2026	Claims	1	0	Diamond Site Services	250.00	Portable Toilet
1274	08/20/2026	Claims	1	0	Electronic Business Machines	297.24	Copy Machine Use
1275	08/20/2026	Claims	1	0	Candice Londo	115.00	Patron Refund - Flag Football
1276	08/20/2026	Claims	1	0	Puget Sound Energy	5,719.30	Electric Bill
1277	08/20/2026	Claims	1	0	Visa	5,853.06	J Cochran, M Cochran, J Millang CC
1278	08/20/2026	Claims	1	0	Whidbey Tech Solutions	1,349.09	IT Monthly Service Agreement; Ethernet Cable
		001 M&C Operating				32,903.24	
							Claims: 32,903.24
		* Transaction Has Mixed Revenue And Expense Accounts				32,903.24	

6. Item: Staff Reports
Meeting Date: September 24, 2026
Presented By: Jay Cochran

Comment Cards

Unknown – Sawhill
"Promote Isabelle."

"While we would love to promote Isabel, she has other plans for her career and will be leaving us by the end of the month."

9.3.2026 Anonymous
"Why is the pool temp so high (86 degrees)? This is detrimental to aerobic swim training and should be kept below 82 degrees."

The pool temp is 82°F.

9.9.2026 – Lap Swim – Anonymous
"No showers working, No showers working."

We have directed front desk that when they receive these comments to go and check for themselves with the patron's. Our ADA showers are down, but the rest are working as expected.

9.9.2026 – Lap Swim – Kate Matwychuk
"I'd like more information regarding a timeline for repairs to the women's locker room. It's been over a year of non or poorly working showers. Today the only good shower (one that works and stays on longer than 5 seconds) stopped working. It's such a drag."

I did reach out via phone call on Sept. 14th, and left a message letting her know where we are in the process.

9.11.2026 – Water Aerobics – Heide Horeth
"Please fix women's showers. We had one good one and now it's broken."

District Response/Follow-Up: I sent Ms. Horeth an email letting her know where we are in the process.

9.15.2026 – Water Aerobics –Anonymous
"Hard to please everyone. But please know lap swimmers need to have their time. Volleyball 3 lanes every day is not a reasonable way to schedule."

Action Items:

8.27.2026
Bylaws Committee – The Bylaws Committee will present revisions to the Standing Rules and Bylaws in the September meeting.

Agenda item - Combine Budget Committee and Program Committee

Executive Director

- Filled in for the Business Manager for the past two weeks while she was on vacation, assisting with staff schedules, front desk coverage, and operational issues as they arose.
- Continued researching the new MRSC Small Works contracting requirements and more efficient and effective options for moving the locker room repair project forward.
- Consulted with the District attorney regarding the contracting process and locker room project.
- Worked through phone system issues to ensure phones were available at the appropriate desks so staff could provide coverage while the Business Manager was away.
- Assisted with recruitment for upcoming front desk vacancies. Three front desk employees are leaving at the end of September, including two who submitted notice while the Business Manager was on vacation.
- Reviewed applications, pre-screened candidates, and conducted initial interviews to identify potential candidates for the Business Manager to consider upon her return.
- Overall, the last few weeks have been heavily focused on operational coverage, staffing transitions, and moving the locker room repair project forward.
- MWR did another contract adjustment raising our current contract amount to $71,000.
- Provided the quotation for MWR reimbursement for next year.
- I will be on vacation next week but will be present for the Board meeting.

Recreation Coordinator

- Military Appreciation Picnic went well, and we saw a larger number of people stay or return for the raffle; we believe this is due to additional signage with instructions on when/where the raffle would be held. We did not announce the winning tickets over the microphone this year like we have in the past due to the timing with the musical performances.
- Flag Football games started on August 22nd. The 9:15am games were cancelled due to lightning but will be made up at the end of the season. Otherwise, we have had no hiccups with the season.
- Youth Volleyball has 82 participants this year, which is about 17% growth from the 2025 season. We will have a total of 10 teams for the 2026 season.
    - Coaches meeting was held on September 14th, and we were able to show the coaches how to use the variety of equipment at each of our 3 practice locations.
    - Volleyball practices started September 14th. We have had a few hoops to jump through with the changes in our rental process with OHSD, but have still managed to find just enough practice times for all our teams. WVC has been a huge help in helping coordinate.
    - The first volleyball games will be held on September 26th.
- Jay and I have continued our discussions with OHSD about how we can guarantee space for our Basketball Program and are awaiting updates. We did not know if we would be able to have 10+ hours worth of practice space for volleyball until the Thursday before practices were set to begin due to the schools' schedules. This resulted in some delayed communication to parents.
- Youth Basketball registration is set to open on October 1st.

Maintenance Manager

- Scotty's Plumbing is no longer commercially licensed following a change in ownership, requiring us to identify a new commercial plumbing contractor for the locker room shower project.
- Repairs to sinks, toilets, and showers.
- Repair to slide plumbing to allow the appropriate amount of water to circulate.
- Repairs to pool ladder rails.
- Repair and recalibration of the pool chlorinator.
- Seasonal cleaning of roof and grounds at JVMP.
- Volunteer day at the end of August helped clean garden beds and tame ivy at both JVMP and CV,
- Replacement of several worn depth markers on the pool deck.

Client Service Specialist Coordinator
Business Manager

- **Financial Reporting:** Due to my scheduled vacation, this report and the initial Board packet materials are being prepared significantly earlier in the month than usual. As a result, not all of the regular monthly financial information is available at this time. I will complete the remaining financial reports and update the Board packet with the additional information as soon as possible after I return to the office on September 21.
- **Staffing:** With the start of the school year, we are experiencing the usual transitions in our part-time staffing as employees return to school or college and availability changes. Staff schedules have been reviewed and adjusted to accommodate these changes while maintaining coverage for facility operations and programs. Additional adjustments will continue as fall schedules settle into place.
- **Group Swim Lessons:** We have been able to add a Saturday group swim lesson option to our fall schedule, providing another opportunity for families who may not be able to participate in weekday lessons. Because Saturday group lessons have not been offered recently, we anticipate it may take a couple of sessions for enrollment in this option to build as families become aware of its availability.
- **Private Swim Lessons:** Our primary focus recently has been transitioning private lesson participants whose instructors left for college to new instructors and lesson times. That process is now mostly complete, which will allow us to begin filling remaining instructor availability with participants from the private lesson waitlist.

646 - NO WHID POOL PARK REC MAINT

Cash Balance at 7/31/2026 **754,884.22**

08/06/2026	ISLAND COUNTY T NWPP&R MAINT C	WB		0.00	24,243.54	
08/31/2026	AUG 26 PROP TAX DISTRIBUTION			0.00	6,528.44	
	Revenue Total			0.00	30,771.98	**30,771.98**
08/05/2026	CITY OF OAK HAR NO WHIDBEY POO	KY	00689056	1,062.11	0.00	
08/05/2026	CITY OF OAK HAR NO WHIDBEY POO	KY	00689056	1,716.34	0.00	
08/05/2026	CITY OF OAK HAR NO WHIDBEY POO	KY	00689056	72.94	0.00	
08/05/2026	SOUTH WHIDBEY P NO WHIDBEY POO	KY	00689061	1,750.00	0.00	
08/05/2026	PATRON NO WHIDBEY POO	KY	00689055	115.00	0.00	
08/05/2026	PATRON NO WHIDBEY POO	KY	00689059	115.00	0.00	
08/05/2026	KAISER FOUNDATI NO WHIDBEY POO	KY	00689058	6,073.90	0.00	
08/05/2026	CANON FINANCIAL NO WHIDBEY POO	KY	00689054	157.14	0.00	
08/05/2026	COLONIAL LIFE & NO WHIDBEY POO	KY	00689057	1,622.41	0.00	
08/05/2026	SCOTTIES PLUMIN NO WHIDBEY POO	KY	00689060	459.06	0.00	
08/05/2026	WASHINGTON ALAR NO WHIDBEY POO	KY	00689063	1,125.79	0.00	
08/05/2026	AIRGAS INC. NO WHIDBEY POOL PA	KY	00689053	484.54	0.00	
08/05/2026	SPRINGBROOK HOL NO WHIDBEY POO	KY	00689062	414.72	0.00	
08/12/2026	PATRON NO WHIDBEY POOL P	KY	00689330	300.00	0.00	
08/12/2026	GREATER OAK HAR NO WHIDBEY POO	KY	00689329	250.00	0.00	
08/12/2026	AIRGAS INC. NO WHIDBEY POOL PA	KY	00689328	3,600.60	0.00	
08/13/2026	NWPP&R PAYROLL			40,593.41	0.00	
08/26/2026	VISA INC NO WHIDBEY POOL PARK	KY	00690153	3,131.43	0.00	
08/26/2026	VISA INC NO WHIDBEY POOL PARK	KY	00690153	1,500.12	0.00	
08/26/2026	VISA INC NO WHIDBEY POOL PARK	KY	00690153	1,221.51	0.00	
08/26/2026	PUGET SOUND ENE NO WHIDBEY POO	KY	00690152	5,719.30	0.00	
08/26/2026	PATRON NO WHIDBEY POOL	KY	00690151	115.00	0.00	
08/26/2026	DIAMOND RENTALS NO WHIDBEY POO	KY	00690149	250.00	0.00	
08/26/2026	WHIDBEY TECH SO NO WHIDBEY POO	KY	00690154	28.86	0.00	
08/26/2026	ELECTRONIC BUSI NO WHIDBEY POO	KY	00690150	297.24	0.00	
08/26/2026	WHIDBEY TECH SO NO WHIDBEY POO	KY	00690154	1,320.23	0.00	
08/27/2026	NWPP&R PAYROLL			30,376.79	0.00	
08/27/2026	NWPP&R DOR			2,884.71	0.00	
	Expenditure Total			106,758.15	0.00	**-106,758.15**

Ending Cash Balance **Calculated Total** **678,898.05**

Book Total **678,898.05**

Difference **-0.00**

Treasurer's Report
Transactions from 8/1/2026 to 8/31/2026

648 - NO WHID POOL PARK REC BOND

Cash Balance at 7/31/2026				**256.28**
08/28/2026	TRANSFER TO PK1RE (649)	256.28	0.00	
	Transfer Out Total	256.28	0.00	**-256.28**
Ending Cash Balance			**Calculated Total**	**0.00**
			Book Total	**0.00**
			Difference	**0.00**

649 - NO WHID POOL PARK REC RESERVE

Cash Balance at 7/31/2026				**69,274.37**
08/31/2026	ICTIP INV INTEREST - AUG 2026	0.00	1,715.06	
	Revenue Total	0.00	1,715.06	**1,715.06**
08/28/2026	TRANSFER FROM PK1BO (648)	0.00	256.28	
	Transfer In Total	0.00	256.28	**256.28**
Ending Cash Balance			**Calculated Total**	**71,245.71**
			Book Total	**71,245.71**
			Difference	**0.00**

Treasurer's Report
Transactions from 8/1/2026 to 8/31/2026

788 - NO WHID POOL PARK REC CAPITAL

Cash Balance at 7/31/2026				**314.87**
08/31/2026	ICTIP INV INTEREST - AUG 2026	0.00	26.36	
	Revenue Total	0.00	26.36	**26.36**
Ending Cash Balance			**Calculated Total**	**341.23**
			Book Total	**341.23**
			Difference	**0.00**

Participants - Earning Allocat Selected
Cash/Checking Activity
August 1, 2026 - August 31, 2026

PARTICIPANT

Investment #	Fund	Current Rate	Transaction Date	Deposits	Withdrawals	Interest Received	Balance
649	649						**551,055.34**
		3.646	08/01/2026			1,706.57	551,055.34
		3.665	08/01/2026				551,055.34
	Subtotal and Ending Balance	**3.665**		**0.00**	**0.00**	**1,706.57**	**551,055.34**
788	788						**8,470.65**
		3.646	08/01/2026			26.23	8,470.65
		3.664	08/01/2026				8,470.65
	Subtotal and Ending Balance	**3.664**		**0.00**	**0.00**	**26.23**	**8,470.65**
Totals and Ending Balance for PARTICIPANT				**0.00**	**0.00**	**1,732.80**	**559,525.99**

Heritage BANK

PO Box 1578 | Olympia, WA 98507

Statement Start	08-01-2026
Statement End	08-31-2026
Account Number	
Page	1 of 4

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

We will never call, email or text you to share your personal information, card, account number, password or PIN. If you're pressured to send money and not tell anyone, including the bank, call us immediately at 800-455-6126.

Equal Housing Lender | Member FDIC

PUBLIC NOW CHECKING

Account No.

Interest Rate 0.02% Annual Percentage Yield Earned 0.02% Interest Paid YTD: $2.44

Beginning Balance	+	Deposits	+	Interest Paid	-	Withdrawals	-	Service Charges	=	Ending Balance
$19,762.10		$54,438.05		$0.47		$27,108.74		$0.00		$47,091.88

Deposit and Withdrawal totals include paid transactions only

DEPOSITS AND OTHER CREDITS

Posted Date	Transaction Detail	Amount
08/03/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	840.17
08/03/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	1,716.37
08/03/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	2,673.22
08/03/26	Deposit	114.22
08/03/26	Deposit	113.45
08/03/26	Deposit	84.66
08/03/26	Deposit	114.58
08/04/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	869.24
08/04/26	Deposit	187.39
08/05/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	1,633.34

DEPOSITS AND OTHER CREDITS

Posted Date	Transaction Detail	Amount
08/06/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	1,555.55
08/06/26	Deposit	233.38
08/06/26	Deposit	152.52
08/07/26	External Deposit CNI MLLNGTN DET EFT 080626 EFT04 - EFT PAYMNT ISA*00*NV *00*NV *ZZ*NV *ZZ*NV *260806*1	6,434.00
08/07/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	1,368.37
08/07/26	Deposit	163.87
08/10/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	1,054.23
08/10/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	2,717.32
08/10/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	2,738.77
08/10/26	Deposit	327.72
08/10/26	Deposit	258.29
08/10/26	Deposit	62.33
08/11/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	503.42
08/12/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	2,303.43
08/12/26	Deposit	59.86
08/12/26	Deposit	78.54
08/13/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	1,635.97
08/14/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	1,139.72
08/14/26	Deposit Night Drop	133.38
08/14/26	Deposit	110.76
08/17/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	755.97
08/17/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	840.74
08/17/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	1,583.88
08/17/26	Deposit	28.24
08/17/26	Deposit	171.78
08/17/26	Deposit	80.57
08/18/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	586.32
08/18/26	Deposit	125.03
08/19/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	825.00
08/19/26	Deposit	463.94
08/20/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	2,978.26
08/20/26	Deposit	92.29
08/21/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	1,068.78
08/21/26	Deposit	167.40

DEPOSITS AND OTHER CREDITS

Posted Date	Transaction Detail	Amount
08/24/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	628.25
08/24/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	1,101.86
08/24/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	2,150.64
08/24/26	Deposit	96.62
08/24/26	Deposit	104.42
08/24/26	Deposit	69.03
08/25/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	575.31
08/25/26	Deposit	106.11
08/26/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	1,135.74
08/27/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	1,191.15
08/28/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	1,313.01
08/28/26	Deposit Night Drop	72.08
08/28/26	Deposit Night Drop	251.79
08/28/26	Deposit Night Drop	66.90
08/31/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	1,013.68
08/31/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	1,472.21
08/31/26	External Deposit BANKCARD - SETTLEMENT 628044000466460	1,747.89
08/31/26	Deposit Night Drop	80.84
08/31/26	Deposit	34.83
08/31/26	Deposit	79.42
08/31/26	Credit Interest	0.47

WITHDRAWALS AND OTHER DEBITS

Posted Date	Transaction Detail	Amount
08/03/26	External Withdrawal BANKCARD - MTHLY FEES 628044000466460	2,711.70
08/04/26	External Withdrawal AUTHNET GATEWAY - BILLING 149291927	153.50
08/06/26	Withdrawal NWPP AND REC	24,243.54

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
08/01	19,762.10	08/07	10,907.69	08/14	24,031.43
08/03	22,707.07	08/10	18,066.35	08/17	27,492.61
08/04	23,610.20	08/11	18,569.77	08/18	28,203.96
08/05	25,243.54	08/12	21,011.60	08/19	29,492.90
08/06	2,941.45	08/13	22,647.57	08/20	32,563.45

DAILY BALANCE SUMMARY

Daily Balance Continued...

Date	Balance	Date	Balance	Balance	Date
08/21	33,799.63	08/26	39,767.61	08/31	47,091.88
08/24	37,950.45	08/27	40,958.76		
08/25	38,631.87	08/28	42,662.54		

Summary of Overdraft and Returned Item Fees

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

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

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

Questions or comments?
Call our Key Business Resource Center
1-888-KEY4BIZ (1-888-539-4249)
Dial 711 for TTY/TRS

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

Beginning balance 7-31-26	$48,270.52
2 Additions	+70,970.20
4 Subtractions	-65,718.74
Ending balance 8-31-26	**$53,521.98**

Additions

Transfers *Date*	*Serial #*	*Source*			
8-13		Trf Fr	DDA 0000473631001525	4731	$40,593.41
8-27		Trf Fr	DDA 0000473631001525	4731	30,376.79
		Total additions			**$70,970.20**

Subtractions

Withdrawals *Date*	*Serial #*	*Location*	
8-14		N Whidbey Pr Payroll	$34,031.20
8-27		WA Dept Ret Sys Drs Epay	664.37
8-27		WA Dept Ret Sys Drs Epay	646.38
8-31		N Whidbey Pr Payroll	30,376.79
		Total subtractions	**$65,718.74**

Interest earned

Current Interest Rate	variable
Number of days this statement period	31

Fees and charges

See your Account Analysis statement for details.

Visa Credit Card Reconciliation Card Holder: Jay Cochran Billing Cycle: 7.31.2026

Enter credits or refunds as negative amounts in table, below.

Date	Merchant Name	Amount	Receipt Attached	Description
7.03.2026	Amazon Marketplace	$14.04	x	Day camp supplies
7.03.2026	Walmart #2319	$9.90	x	Chum Run
7.03.2026	Walmart #2319	$17.41	x	Chum Run
7.03.2026	PY Washington Design Co.	$76.10	x	Chum Run staff shirts
7.04.2026	Amazon Marketplace	$228.75	x	Day camp supplies
7.03.2026	Walmart #2319 Credit Voucher	-$15.78	x	Return for Chum Run youth medals
7.07.2026	Amazon Marketplace	$22.83	x	Wristbands for open swims
7.07.2026	American Red Cross	$192.00	x	Lifeguarding course
7.10.2026	Nextiva Service	$297.19	x	Phone service
7.15.2026	Greater Oak Harbor Chamber	$40.00	x	Chamber luncheon for Chair and ED
7.17.2026	Amazon Marketplace	$48.63	x	Day camp supplies
7.17.2026	SwimOutlet.com	$1,817.66	x	Reel conversion kit for lane reels
7.17.2026	American Red Cross	$117.00	x	CPR/AED Professional Rescuer and first aid training for day camp staff
7.18.2026	Amazon.com	$103.60	x	Eyewash solution for eyewash stations
7.20.2026	Amazon Prime	$16.38	x	Prime membership for free shipping
7.30.2026	Amazon Marketplace	$34.97	x	Desktop counter display
7.30.2026	Buddy Punch	$88.90	x	Timekeeping system
7.30.2026	Adobe Inc.	$21.85	x	Adobe membership
Total		$3,131.43		

Date Signature

8/20/26

HERITAGE BANK

JAMIE COCHRAN
N WHIDBEY PARK AND REC
Account Number: #### #### #### 8481

VISA

SCORECARD

Bonus Points Available
36,871

Summary of Account Activity		
Previous Balance		$ 2,177.27
Payments	-	$2,177.27 -
Other Credits	-	$15.78 -
Other Debits	+	$0.00
Purchases	+	$3,147.21
Cash Advances	+	$0.00
Balance Transfers	+	$0.00
Fees Charged	+	$0.00
Interest Charged	+	$0.00
NEW BALANCE		$ 3,131.43
Credit Limit		$10,000.00
Available Credit		$6,868.57
Available Cash		$6,868.57
Amount Disputed		$0.00
Statement Closing Date		07/31/26
Days in Billing Cycle		31

Account Inquiries

Call us at: (800) 615-1161
Lost or Stolen Card: (727) 570-4881

Write us at PO BOX 31675, TAMPA, FL 33631-3675

Payment Summary

NEW BALANCE	$3,131.43
MINIMUM PAYMENT	$63.00
PAYMENT DUE DATE	08/25/2026

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

Important Information About Your Account

WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED ON YOUR CREDIT REPORT.

YOU'VE EARNED IT; YOU'VE GOT IT. WE HOPE YOU ENJOY YOUR AWARD.

IT'S BACK-TO-SCHOOL TIME! WHY NOT SAVE MONEY BY USING YOUR POINTS FOR ALL THOSE SCHOOL ESSENTIALS? YOU CAN REDEEM FOR BACKPACKS, LUNCH CARRIERS, CALCULATORS AND MORE! VISIT WWW.SCORECARDREWARDS.COM TO CREATE A PROFILE AND REGISTER YOUR EMAIL ADDRESS. YOU WILL BE ABLE TO VIEW YOUR POINT BALANCE, SEARCH FOR AWARDS, AND REDEEM YOUR BONUS POINTS ONLINE!

Cardholder Account Summary

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
07/03	07/03	PBUS01	24011346184100010033827	AMAZON MARK* 7V2QF1MQ3 AMAZON.COM/MA WA	$14.04
07/03	07/05	PBUS01	24445006185400309403128	WAL-MART #2319 OAK HARBOR WA	$9.90
07/03	07/05	PBUS01	24445006185400309403045	WAL-MART #2319 OAK HARBOR WA	$17.41
07/03	07/05	PBUS01	24445006184300924276621	PY *WASHINGTON DESIGN CO 360-321-2040 WA	$76.10
07/04	07/05	PBUS01	24011346185100052271797	AMAZON MARK* 3P9QG04A3 AMAZON.COM/MA WA	$228.75
07/03	07/05		74445006185400339287108	CREDIT VOUCHER WAL-MART #2319 OAK HARBOR WA	$15.78-
07/07	07/07	PBUS01	24011346188100075820783	AMAZON MARK* M908Z0J73 AMAZON.COM/MA WA	$22.83

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT

VISA

JAMIE COCHRAN
N WHIDBEY PARK AND REC
Account Number: #### #### #### 8481

Statement Closing Date:
July 31, 2026

Cardholder Account Summary Continued

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
07/07	07/08	PBUS01	2469216618840490714479 4	AMERICAN RED CROSS 800-733-2767 DC	$192.00
07/10	07/12	PBUS01	2490641619126206269697 4	NEXTIVA SERVICE 800-9834289 AZ	$297.19
07/15	07/17	PBUS01	2475542619719719748054 14	GREATER OAK HARBOR CHAMBE 360-6753755 WA	$40.00
07/17	07/19	PBUS01	2401134619810009102098 6	AMAZON MARK* 4Q8K22Y13 AMAZON.COM/MA WA	$48.63
07/17	07/19	PBUS01	2406466619910000753600 6	SP SWIMOUTLET.COM SWIMOUTLET.CO CA	$1,817.66
07/17	07/19	PBUS01	2469216619840447720323 4	AMERICAN RED CROSS 800-733-2767 DC	$117.00
07/18	07/19	PBUS01	2469216619940506562794 9	Amazon.com*IX8P15BI3 Amzn.com/bill WA	$103.60
07/20	07/21	PBUS01	2469216620140724661979 1	AMAZON PRIME*UO5CE1T03 Amzn.com/bill WA	$16.38
07/30	07/30	PBUS01	2401134621110000469440 9	AMAZON MARK* IJ2MT30W3 AMAZON.COM/MA WA	$34.97
07/30	07/30	PBUS01	2449216621110001523344 5	BUDDY PUNCH BUDDYPUNCH.CO WI	$88.90
07/29	07/30		7319060621155521123004 9	PAYMENT - THANK YOU TACOMA WA	$2,177.27-
07/30	07/31	PBUS01	2479338621100101751221 8	Adobe Inc San Jose CA	$21.85

Fees

TOTAL FEES FOR THIS PERIOD $ **0.00**

Interest Charged

TOTAL INTEREST FOR THIS PERIOD $ **0.00**

2026 Totals Year To Date	
Total Fees Charged in 2026	$ 0.00
Total Interest Charged in 2026	$ 0.00

Additional Information About Your Account

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

ScoreCard Bonus Points Information as of 07/30/2026

SCORECARD	Beginning Balance	Points Earned	Points Adjusted	Points Redeemed	Ending Balance
	37,324	3,547	0	-4,000	36,871

Bonus Points To Expire:	**Expiration Date:** 01/31/2031	**Points:** 20,184
Bonus Points To Expire:	**Expiration Date:** 01/31/2032	**Points:** 16,811

Interest Charge Calculation/Plan Level Information

Plan Name	Plan Description	ICM[1]	Balance Subject to Interest Rate	Periodic Rate[2]	Annual Percentage Rate (APR)[3]	Interest Charge
Purchases						
PBUS01 001	PURCHASE	E	$0.00	1.06250% (M)	12.7500% (V)	$0.00
Cash						
CBUS01 001	CASH	A	$0.00	1.50000% (M)	18.0000%	$0.00
TOTAL			$3,523.06			$0.00

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

[2] Periodic Rate (M) = Monthly (D) = Daily

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

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

Visa Credit Card Reconciliation Card Holder: Mitchell Cochran Billing Cycle: 07.31.2026

Enter payments as negative amounts in table, below.

Date	Merchant Name	Amount	Receipt Attached	Description
06.30.2026	Ferguson	$ 20.33	x	Spa repair
06.29.2026	Home Depot	$ 19.59	x	Small Tool, Spa repair
06.29.2026	Iconix Waterworks	$ 61.20	x	Spa Repair
07.01.2026	Walmart	$ 256.36	x	Pool Filter Chems
07.02.2026	Tractor Supply	$ 106.51	x	Truck Maintenance
07.02.2026	Home Depot	$ 104.11	x	Advertising, $th of July booth
07.08.2026	Dog Waste Depot	$ 189.77	x	CVP Dog park
07.13.2026	Home Depot	$ 216.09	x	CVP garbage and landscaping
07.24.2026	Harbor Freight	$ 29.49	x	~~CVP Dumping~~ Sm. Tools JUMP (NC)
07.24.2026	Furguson	$ 28.35	x	Main Pump repalcment.
07.23.2026	Maillards Landing	$ 10.30	x	CVP Dumping
07.24.2026	Home Depot	$ 57.47	x	Janitorial
07.24.2026	Iconix Waterworks	$ 12.79	x	Main Pump Replacment
07.27.2026	Home Depot	$ 7.21	x	Main Pump Auto Refil
07.29.2029	Walmart	$ 38.31	x	Day Camp Supplies
07.28.2026	Home Depot	$ 63.63	x	Main Pump Auto Refill
Total		$ 1,221.51		

Date Signature
Mitchell Cochran

8/20/26 JC

8-19-2026

HERITAGE BANK

MITCHELL COCHRAN
N WHIDBEY PARK AND REC
Account Number: #### #### #### 2595

VISA

SCORECARD

Bonus Points Available
23,514

Summary of Account Activity		
Previous Balance		$ 772.78
Payments	-	$772.78 -
Other Credits	-	$0.00
Other Debits	+	$0.00
Purchases	+	$1,221.51
Cash Advances	+	$0.00
Balance Transfers	+	$0.00
Fees Charged	+	$0.00
Interest Charged	+	$0.00
NEW BALANCE		$ 1,221.51
Credit Limit		$5,000.00
Available Credit		$3,778.49
Available Cash		$3,778.49
Amount Disputed		$0.00
Statement Closing Date		07/31/26
Days in Billing Cycle		31

Account Inquiries

Call us at: (800) 615-1161
Lost or Stolen Card: (727) 570-4881

Write us at PO BOX 31675, TAMPA, FL 33631-3675

Payment Summary

NEW BALANCE	$1,221.51
MINIMUM PAYMENT	$25.00
PAYMENT DUE DATE	08/25/2026

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

Important Information About Your Account

WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED ON YOUR CREDIT REPORT.

IT'S BACK-TO-SCHOOL TIME! WHY NOT SAVE MONEY BY USING YOUR POINTS FOR ALL THOSE SCHOOL ESSENTIALS? YOU CAN REDEEM FOR BACKPACKS, LUNCH CARRIERS, CALCULATORS AND MORE! VISIT WWW.SCORECARDREWARDS.COM TO CREATE A PROFILE AND REGISTER YOUR EMAIL ADDRESS. YOU WILL BE ABLE TO VIEW YOUR POINT BALANCE, SEARCH FOR AWARDS, AND REDEEM YOUR BONUS POINTS ONLINE!

Cardholder Account Summary

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
06/30	07/01	PBUS01	24435656181193743188904	FERGUSON ENT #3124 844-872-3857 WA	$20.33
06/29	07/01	PBUS01	24943016181010189560671	THE HOME DEPOT #8563 OAK HARBOR WA	$19.59
06/29	07/01	PBUS01	24692166181400765305656	ICONIX WATERWORKS (US) BURLINGTON WA	$61.20
07/01	07/02	PBUS01	24055236182806750915716	WALMART.COM 800-925-6278 AR	$256.36
07/02	07/05	PBUS01	24137466185001888091315	TRACTOR SUPPLY #2057 BRENTWOOD WA	$106.51
07/02	07/05	PBUS01	24943016184010195501914	THE HOME DEPOT #8563 OAK HARBOR WA	$104.11
07/08	07/09	PBUS01	24765016189815015752665	DOG WASTE DEPOT 800-789-2563 CA	$189.77
07/13	07/15	PBUS01	24692166195401271716166	THE HOME DEPOT 8563 OAK HARBOR WA	$216.09
07/24	07/26	PBUS01	24231686206834625913349	HARBOR FREIGHT TOOLS3285 OAK HARBOR WA	$29.49

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT

MITCHELL COCHRAN
N WHIDBEY PARK AND REC
Account Number: #### #### #### 2595

Statement Closing Date:
July 31, 2026

Cardholder Account Summary Continued

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
07/24	07/26	PBUS01	24435656205199942176063	FERGUSON ENT #3124 BURLINGTON WA	$28.35
07/23	07/26	PBUS01	24003246205809258710394	MAILLIARDS LANDING NURSER OAK HARBOR WA	$10.30
07/24	07/26	PBUS01	24943016206010190289360	THE HOME DEPOT #8563 OAK HARBOR WA	$57.47
07/24	07/28	PBUS01	24692166208403779691805	ICONIX WATERWORKS (US) BURLINGTON WA	$12.79
07/27	07/29	PBUS01	24943016209010188288694	THE HOME DEPOT #8563 OAK HARBOR WA	$7.21
07/29	07/30	PBUS01	24055236210839660287351	WALMART.COM 800-925-6278 AR	$38.31
07/28	07/30	PBUS01	24943016210010191470211	THE HOME DEPOT #8563 OAK HARBOR WA	$63.63
07/29	07/30		73190606211555211230072	PAYMENT - THANK YOU TACOMA WA	$772.78-

Fees

TOTAL FEES FOR THIS PERIOD $ 0.00

Interest Charged

TOTAL INTEREST FOR THIS PERIOD $ 0.00

2026 Totals Year To Date	
Total Fees Charged in 2026	$ 0.00
Total Interest Charged in 2026	$ 0.00

Additional Information About Your Account

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

ScoreCard Bonus Points Information as of 07/30/2026

SCORECARD	Beginning Balance	Points Earned	Points Adjusted	Points Redeemed	Ending Balance
	22,048	1,466	0	0	23,514

Bonus Points To Expire:	**Expiration Date:** 01/31/2031	**Points:** 11,385
Bonus Points To Expire:	**Expiration Date:** 01/31/2032	**Points:** 12,231

Interest Charge Calculation/Plan Level Information

Plan Name	Plan Description	ICM[1]	Balance Subject to Interest Rate	Periodic Rate[2]	Annual Percentage Rate (APR)[3]	Interest Charge
Purchases						
PBUS01 001	PURCHASE	E	$0.00	1.06250% (M)	12.7500% (V)	$0.00
Cash						
CBUS01 001	CASH	A	$0.00	1.50000% (M)	18.0000%	$0.00
TOTAL			$1,523.18			$0.00

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

[2] Periodic Rate (M) = Monthly (D) = Daily

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

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

Visa Credit Card Reconciliation Card Holder: Julie Millang Billing Cycle: 07.31.2026

Enter payments as negative amounts in table, below.

Date	Merchant Name	Amount	Receipt Attached		Description
06.30.2026	Walmart	$ 109.49	✓	x	**Concessions, Advertising**
07.01.2026	Enformion	$ 27.86		x	**Background Checks**
07.01.2026	Walmart	$ 67.04		x	**Advertising**
07.08.2026	Swim Outlet	$ 361.34		x	**Goggles & Swim Caps**
07.08.2026	Costco	$ 453.14		x	**Concessions**
07.15.2026	Astound	$ 321.25		x	**Internet Service**
07.20.2026	Northwest Mini Storage	$ 160.00		x	**Storage Unit**
		$ 1,500.12			

Date Signature

08.20.2026 Julie Millang

8/20/26 JC

HERITAGE BANK

JULIE MILLANG
N WHIDBEY PARK AND REC
Account Number: #### #### #### 9939

VISA

SCORECARD

Bonus Points Available
15,325

Summary of Account Activity

Previous Balance		$ 2,580.72
Payments	-	$2,580.72 -
Other Credits	-	$0.00
Other Debits	+	$0.00
Purchases	+	$1,500.12
Cash Advances	+	$0.00
Balance Transfers	+	$0.00
Fees Charged	+	$0.00
Interest Charged	+	$0.00
NEW BALANCE		$ 1,500.12
Credit Limit		$4,000.00
Available Credit		$2,499.88
Available Cash		$2,499.88
Amount Disputed		$0.00
Statement Closing Date		07/31/26
Days in Billing Cycle		31

Account Inquiries

Call us at: (800) 615-1161
Lost or Stolen Card: (727) 570-4881

Write us at PO BOX 31675, TAMPA, FL 33631-3675

Payment Summary

NEW BALANCE	$1,500.12
MINIMUM PAYMENT	$30.00
PAYMENT DUE DATE	08/25/2026

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

Important Information About Your Account

WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED ON YOUR CREDIT REPORT.

NOW YOU HAVE EVEN MORE REDEMPTION POWER! VISIT WWW.SCORECARDREWARDS.COM AND CHECK OUT ALL THE EXCITING BRAND-NAME MERCHANDISE AND TRAVEL AWARDS. SCORECARD...BECAUSE LIFE SHOULD BE REWARDING!

IT'S BACK-TO-SCHOOL TIME! WHY NOT SAVE MONEY BY USING YOUR POINTS FOR ALL THOSE SCHOOL ESSENTIALS? YOU CAN REDEEM FOR BACKPACKS, LUNCH CARRIERS, CALCULATORS AND MORE! VISIT WWW.SCORECARDREWARDS.COM TO CREATE A PROFILE AND REGISTER YOUR EMAIL ADDRESS. YOU WILL BE ABLE TO VIEW YOUR POINT BALANCE, SEARCH FOR AWARDS, AND REDEEM YOUR BONUS POINTS ONLINE!

Cardholder Account Summary

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
06/30	07/01	PBUS01	24455016181142000922440	WAL-MART #2319 OAK HARBOR WA	$109.49
07/01	07/02	PBUS01	24906416182261339014319	ENF*Enformion 855-2813915 CA	$27.86
07/01	07/02	PBUS01	24445006183400252305884	WAL-MART #2319 OAK HARBOR WA	$67.04
07/08	07/09	PBUS01	24064666190100003471744	SP SWIMOUTLET.COM SWIMOUTLET.CO CA	$361.34
07/10	07/12	PBUS01	24692166191407413927177	COSTCO *BUS DELIV 115 425-640-7700 WA	$453.14
07/16	07/17	PBUS01	24692166197403113790738	AROUND 800-427-8686 PA	$321.25
07/20	07/22	PBUS01	24194336202017011028366	NORTHWEST MINI STORAGE 360-679-0661 WA	$160.00

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT

JULIE MILLANG
N WHIDBEY PARK AND REC
Account Number: #### #### #### 9939

Statement Closing Date:
July 31, 2026

Cardholder Account Summary Continued

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
07/29	07/30		73190606211555211230031	PAYMENT - THANK YOU TACOMA WA	$2,580.72-

Fees

TOTAL FEES FOR THIS PERIOD	$	0.00

Interest Charged

TOTAL INTEREST FOR THIS PERIOD	$	0.00

2026 Totals Year To Date	
Total Fees Charged in 2026	$ 0.00
Total Interest Charged in 2026	$ 0.00

Additional Information About Your Account

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

ScoreCard Bonus Points Information as of 07/30/2026

SCORECARD	Beginning Balance	Points Earned	Points Adjusted	Points Redeemed	Ending Balance
	13,652	1,673	0	0	15,325

Bonus Points To Expire:	**Expiration Date:** 01/31/2031	**Points:** 5,394
Bonus Points To Expire:	**Expiration Date:** 01/31/2032	**Points:** 9,931

Interest Charge Calculation/Plan Level Information

Plan Name	Plan Description	ICM[1]	Balance Subject to Interest Rate	Periodic Rate[2]	Annual Percentage Rate (APR)[3]	Interest Charge
Purchases						
PBUS01 001	PURCHASE	E	$0.00	1.06250% (M)	12.7500% (V)	$0.00
Cash						
CBUS01 001	CASH	A	$0.00	1.50000% (M)	18.0000%	$0.00
TOTAL			$3,299.80			$0.00

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

[2] Periodic Rate (M) = Monthly (D) = Daily

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

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

NORTH WHIDBEY
POOL, PARK, AND RECREATION
DISTRICT

Account Balances

As of August 31, 2026

M&O Operating	$ 678,898.05
Bond Fund	$ 0.00
Reserve Fund	$ 622,301.05
Capital Project Fund	$ 8,811.88
Payroll Account	$ 53,521.98
Total Balance of Accounts	$ 1,363,532.96

7.a. Item: Budget Committee-none
Meeting Date: September 24, 2026
Presented By: BOC

7.b. Item: Program Committee-none
Meeting Date: September 24, 2026
Presented By: BOC

7.c. Item: Bylaws
Meeting Date: September 24, 2026
Presented By: BOC

8.a. Unfinished Business Item: Combining Committees Discussion
Meeting Date: September 24, 2026
Presented By: BOC

Recommended Motion:

This section is for staff use
Motion _____ **2nd**_____ **Discussion:** Yes/No
Vote: Y/N/AB
BK___ BL___ JW___ MH___ DG___

9.a. New Business Item: Resolution 2026-07 Repair and Replacement Procurement Policy-Draft
Meeting Date: September 24, 2026
Presented By: ED Cochran

- Resolution 2020-07 needs to be repealed because the MRSC Small Works Roster process has changed. I am working on a new resolution adopting the updated MRSC Small Works Roster and Direct Contracting processes and intend to bring that to the Board separately, potentially next month.
- As I have worked through the updated process, it has become clear that it is more involved than our previous process. While competitive pricing is important, I also think we need an efficient way to procure straightforward repair and replacement work.
- The locker room project involves replacing existing plumbing, tile, and related components. One concern with using the Small Works process is establishing the project scope and estimate before solicitation. Neither I nor our Maintenance Manager has enough commercial plumbing and tile expertise to confidently develop that estimate internally.
- We would likely need to hire a consultant or other qualified professional to develop the estimate before soliciting contractors, adding another expense to the project.
- Because of this, I researched other options. The State Auditor's Office identifies Park & Recreation Districts under Chapter 36.69 RCW as having no statutory bid threshold, with the threshold established by policy.
- Based on that research, I drafted a separate Repair and Replacement Procurement Policy and am continuing to work through it with the District's attorney. It would apply only to repairs of existing District facilities, systems, infrastructure, and equipment and replacement with substantially equivalent equipment or components.
- Proposed thresholds are:
    - Up to $10,000: Executive Director approval of budgeted work; competitive quotes encouraged when practical.

    - $10,000.01–$50,000: At least two documented competitive quotes when practical; Executive Director approval of budgeted work.
    - $50,000.01–$150,000: At least three written competitive quotes when practical; Board approval of the contract award.
    - Over $150,000: Board determines the procurement method before solicitation.
    - All applicable public works requirements would continue to apply.
- I would specifically like Board feedback on the $150,000 threshold. Future replacement of an existing system, such as the pool heating system, could cost $200,000–$300,000. I would like the Board to consider whether a higher threshold is appropriate while continuing to require competitive quotes and Board approval.
- This policy would provide a streamlined option for qualifying repair and replacement work while maintaining competition and Board oversight. The MRSC Small Works Roster and Direct Contracting process would remain a separate procurement option.
- I still believe we are on track to complete the locker room project during the December maintenance closure.
- I have included the draft policy for Board review and would like feedback on the proposed process and thresholds. I am hoping to have the final version ready by the meeting date.
- Provided recommended motion hoping that

Recommended Motion: I move to approve Resolution 2026-07, adopting the Repair and Replacement Procurement Policy and repealing Resolution 2020-07, with amendments as discussed by the Board.

This section is for staff use

Motion _____ **2nd**_____ **Discussion:** Yes/No

Vote: Y/N/AB

BK___ BL___ JW___ MH___ DG___

NORTH WHIDBEY
POOL, PARK, AND RECREATION
DISTRICT

RESOLUTION NO. 2026-07

A RESOLUTION REPEALING RESOLUTION NO. 2020-07 AND ESTABLISHING A REPAIR AND REPLACEMENT PROCUREMENT POLICY

WHEREAS, the North Whidbey Pool, Park and Recreation District ("District") is a park and recreation district organized pursuant to Chapter 36.69 RCW; and

WHEREAS, the Board of Commissioners is responsible for establishing policies governing the expenditure of District funds and the maintenance and operation of District facilities; and

WHEREAS, the Washington State Auditor's Office identifies the competitive bidding threshold for park and recreation districts established under Chapter 36.69 RCW as having no statutory threshold and being established by District policy; and

WHEREAS, the Board of Commissioners previously adopted Resolution No. 2020-07 establishing public works procurement procedures; and

WHEREAS, the District operates and maintains an aquatic facility, parks, recreational facilities, mechanical systems, infrastructure, and associated equipment that require ongoing repair and replacement to maintain safe and continuous operations; and

WHEREAS, the Board recognizes that repair of existing District facilities and replacement of existing equipment and components with substantially equivalent equipment are necessary functions of District operations; and

WHEREAS, the Board desires to establish a clear, competitive, and efficient procurement process specifically for repairs and replacements while maintaining appropriate administrative and Board oversight;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the North Whidbey Pool, Park and Recreation District as follows:

Section 1. Repeal of Resolution No. 2020-07
Resolution No. 2020-07 is hereby repealed in its entirety.

Section 2. Adoption of Repair and Replacement Procurement Policy
The Board of Commissioners hereby adopts the Repair and Replacement Procurement Policy, attached as Exhibit A and incorporated herein by reference.

Section 3. Scope
This Resolution applies specifically to qualifying repairs of existing District facilities, systems, equipment, and infrastructure and replacement of existing equipment or components with substantially equivalent equipment or components.

This Resolution does not establish the District's Small Works Roster or Direct Contracting procedures. Those procurement methods and procedures are established separately by the Board of Commissioners.

Section 4. Compliance with State Law

Nothing in this Resolution waives or modifies any requirement imposed by Washington law, including applicable requirements relating to public works, prevailing wages, contractor registration or licensing, bidder responsibility, bonding, retainage, or other statutory requirements.

If this Resolution conflicts with applicable state law, state law shall control.

Section 5. Effective Date

This Resolution shall take effect immediately upon adoption.

Dated: _____

_____
Brit Kraner, Commissioner

_____
Melissa Hartmann, Commissioner

_____
William "Bill" Larsen, Chair

_____
David Guy, Commissioner

_____
Jaemee “Rozz” Witmer, Commissioner

EXHIBIT A
REPAIR AND REPLACEMENT PROCUREMENT POLICY

1. Purpose

The purpose of this policy is to establish procurement and approval procedures for the repair of existing District facilities, systems, infrastructure, and equipment and for the replacement of existing equipment or components with substantially equivalent equipment or components.

The Board recognizes that timely repair and replacement are necessary to maintain safe and continuous District operations and that the procurement process should provide reasonable competition, appropriate oversight, and responsible stewardship of public funds without unnecessarily delaying needed facility repairs and equipment replacements.

2. Qualifying Repair and Replacement

For purposes of this policy, a qualifying repair or replacement is work primarily intended to:

- Repair an existing District facility, system, infrastructure, or piece of equipment;
- Restore an existing facility, system, infrastructure, or equipment to operational condition;
- Replace failed, damaged, deteriorated, or obsolete equipment or components;
- Replace existing equipment or components with substantially equivalent equipment or components; or
- Perform work reasonably necessary to complete the repair or replacement and restore the affected area to its existing function.

A replacement does not have to be the identical manufacturer, model, material, or technology to qualify under this policy. A replacement may incorporate currently available technology, materials, energy-efficiency improvements, safety improvements, or code requirements, provided the primary purpose remains replacement or restoration of an existing function rather than creation of a materially new or expanded facility.

3. Examples of Qualifying Work

Qualifying work may include, but is not limited to:

- Pumps and motors;
- Pool circulation and filtration equipment;
- Boilers and heating equipment;
- HVAC equipment and components;
- Plumbing and plumbing fixtures;
- Shower plumbing and fixtures;
- Electrical equipment and components;
- Doors and hardware;
- Lighting;
- Mechanical equipment;
- Tile and flooring;
- Roofing repairs;
- Existing safety equipment; and
- Similar facility systems, infrastructure, equipment, and components.

Associated work reasonably necessary to complete a repair or replacement may be included within the same project.

For example, replacement of existing shower plumbing may include removal and replacement of tile, waterproofing, wall materials, fixtures, and other work reasonably necessary to access the plumbing and restore the shower area to operational condition.

4. Work Not Covered by This Policy

This policy is not intended for:

- Construction of a new facility;
- Material expansion of an existing facility;
- Addition of a substantially new use or function;
- A major planned renovation whose primary purpose is improvement or expansion rather than repair or replacement; or
- Work that the District determines should be procured through another procurement method.

Such projects shall be procured using another method authorized by District policy and applicable Washington law.

5. Repairs and Replacements Up to $10,000

- The Executive Director may authorize the work when sufficient funds are available within the Board-adopted budget.
- Staff shall make reasonable efforts to determine that the price is fair and reasonable.
- Competitive quotes are encouraged when practical but are not required.
- The basis for determining that the price is reasonable shall be documented when appropriate.

6. Repairs and Replacements From $10,000.01 to $50,000

- The District shall obtain at least two documented competitive quotes when practical.
- The Executive Director may approve the work when sufficient funds are available within the Board-adopted budget.
- If two quotes cannot reasonably be obtained, the District shall document the contractors or vendors contacted and the reason additional quotes were unavailable.

7. Repairs and Replacements From $50,000.01 to $150,000

- The District shall solicit at least three written competitive quotes when practical.
- Contractors shall be provided substantially the same scope of work so the quotations can be reasonably compared.
- The Executive Director shall review the quotations and make a recommendation to the Board of Commissioners.
- The Board of Commissioners shall approve the contract award before the contract is executed.
- If three quotations cannot reasonably be obtained, the District shall document the contractors contacted, solicitation efforts made, and the reason additional quotations were unavailable. The Board may determine whether to proceed based upon the documented circumstances.

8. Repairs and Replacements Over $150,000

Qualifying repair or replacement projects estimated to exceed $150,000 shall be presented to the Board of Commissioners before solicitation.

The Board shall determine the appropriate procurement method consistent with District policy and applicable Washington law.

9. Quote Documentation

When quotes are required under this policy, the District shall maintain documentation appropriate to the size and complexity of the project.

Documentation should include, as applicable:

- Description or scope of the repair or replacement;
- Contractors or vendors contacted;
- Quotes received;
- Contractors or vendors declining to quote or failing to respond;
- Price;
- Applicable taxes;
- Materials and equipment;
- Labor;
- Project schedule;
- Warranty information;
- Contractor qualifications;
- Applicable public works requirements; and
- Basis for the contract award.

10. Contractor and Public Works Requirements

When a repair or replacement constitutes a public work under Washington law, the District shall comply with applicable public works requirements regardless of the dollar amount or procurement procedure used.

Applicable requirements may include:

- Prevailing wages;
- Contractor registration and applicable trade licensing;
- Mandatory bidder responsibility requirements;
- Performance and payment bond requirements;
- Retainage;
- Insurance;
- Intent to Pay Prevailing Wages and Affidavit of Wages Paid requirements; and
- Other requirements imposed by Washington law.

Before awarding a public works contract, the District shall verify that the contractor satisfies applicable mandatory bidder responsibility requirements.

11. Retainage in Lieu of Performance and Payment Bond

For a public works contract of $150,000 or less, when requested by the contractor and authorized by RCW 39.08.010, the District may permit the contractor to use the statutory retainage option in lieu of furnishing the otherwise required performance and payment bond.

If the District approves this option:

- The District shall retain ten percent (10%) of the contract amount in lieu of the bond;
- The retained amount shall be held for at least thirty (30) days after final acceptance of the work and until the District has received all releases required by applicable Washington law and applicable liens have been resolved, whichever occurs later; and

- The District shall administer the retained funds in accordance with RCW 39.08.010 and other applicable Washington law.

Use of the retainage-in-lieu-of-bond option does not waive prevailing wage, contractor responsibility, tax, lien, or other requirements applicable to the public works contract.

12. Unbudgeted Repairs and Replacements

Except when emergency authority is available under Washington law, an unbudgeted repair or replacement requiring expenditure of District funds shall require approval by the Board of Commissioners before the contract is awarded or the work is authorized.

The Executive Director may obtain estimates and quotations necessary to determine the anticipated cost and present the proposed repair or replacement to the Board.

13. Emergency Repairs

Nothing in this policy prevents the District from using emergency procurement authority available under Washington law when unforeseen circumstances require immediate action to protect public safety, District property, essential operations, or District facilities.

Emergency procurement shall be documented and reported to the Board as required by applicable Washington law.

Failure to adequately plan for a reasonably foreseeable repair, replacement, or project does not constitute an emergency.

14. No Project Splitting

A repair or replacement shall not be intentionally divided into separate purchases, contracts, phases, or work orders for the purpose of avoiding a procurement threshold, competitive quotation requirement, Board approval, or requirement of Washington law.

The estimated project cost shall include the reasonably anticipated cost of completing the entire repair or replacement.

15. Selection of Another Procurement Method

Nothing in this policy requires the District to use this repair and replacement procurement procedure.

The District may determine that another procurement method authorized by District policy or Washington law is more appropriate based upon the nature, complexity, cost, schedule, or circumstances of a particular project.

16. Administration

The Executive Director is authorized to establish administrative forms and procedures necessary to implement this policy, provided they are consistent with this Resolution and applicable Washington law.

Changes to the dollar thresholds, competitive requirements, or approval authority established by this policy require approval of the Board of Commissioners.

9.b. New Business Item: Contractor Agreement Template
Meeting Date: September 24, 2026
Presented By: ED Cochran

- Developed a draft contractor agreement for the JVMP Men's and Women's Locker Room Shower Repair and Replacement Project.
- The agreement establishes the project scope and contractor requirements, including prevailing wage, retainage/bonding, insurance, change orders, coordination with the separate plumbing contractor, and project completion and acceptance requirements.
- The agreement is being prepared before contractor selection so the contract requirements are established before moving forward with the procurement process.
- At the District attorney's recommendation, the draft has been sent to the District's insurance team to review the insurance requirements and coverage limits. The insurance provisions are contained in Section 12 of the agreement.

Recommended Motion:

This section is for staff use

Motion _____ **2nd**_____ **Discussion:** Yes/No
Vote: Y/N/AB
BK___ **BL**___ **JW**___ **MH**___ **DG**___

JOHN VANDERZICHT MEMORIAL POOL
MEN'S AND WOMEN'S LOCKER ROOM SHOWER RENOVATION
CONTRACT

This CONTRACT is made by and between North Whidbey Pool, Park, and Recreation District, a special purpose district having its principal office at 85 SE Jerome Street, Oak Harbor, Washington 98277 (hereinafter the "District") and [insert], located at [insert], (hereinafter the "Contractor").

NOW, THEREFORE, in consideration of the mutual covenants, promises, and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Contractor (each a "Party" and collectively the "Parties") agree as follows:

SECTION 1. DURATION OF CONTRACT & TIME OF COMPLETION

This Contract shall commence on the latest date on which a Party affixes its signature below (the "Effective Date").

The Contractor shall begin Work as described in Section 2 below within _____ working days from the Start Date stated in the written Notice to Proceed referenced in Section 7.

Substantial Completion as described in Section 7 below shall occur within _____ working days from the Start Date stated in the written Notice to Proceed.

Final Completion as described in Section 8 below shall occur within _____ working days after Substantial Completion.

Except if terminated earlier, the duration of this Contract shall continue until all Work has been completed, Final Acceptance has occurred, and the warranty period has expired.

The Contractor shall have no entitlement to an extension of time, unless such adjustment is authorized in advance by a written Change Order executed in accordance with Section 14 below. Oral directions, field discussions, or knowledge of the District shall not constitute authorization for additional time.

Timely performance and completion of the Work is essential to the District, and time limits stated herein and in the attached documents are of the essence.

SECTION 2. DESCRIPTION OF WORK

a. The Contractor shall furnish all labor, skills, supervision, materials, equipment, tools, transportation, disposal, and other services or items identified in the Project Documents necessary to complete the Scope of Work, which is attached as Attachment A and incorporated herein by reference, including the demolition, backer, tile, and grout portions of the renovation of the men's and women's locker room shower areas at the John Vanderzicht Memorial Pool, 85 SE Jerome Street, Oak Harbor, Washington 98277 (hereinafter "Work"). A list of documents considered "Project Documents" is attached hereto as Attachment B.

b. The Contractor shall complete the Work in a professional and workmanlike manner in accordance with generally accepted professional practices within the Puget Sound region.

c. Plumbing and replumbing of the men's and women's showers is being performed by a separate plumbing contractor and is expressly excluded from the Contractor's Scope of Work.

d. The Contractor acknowledges that portions of its Work must be coordinated with plumbing work and shall reasonably coordinate its Work with the District and the District's plumbing contractor, so that demolition, plumbing, inspections, backer installation, tile installation, grouting, and completion activities occur in the appropriate sequence.

e. The Contractor shall coordinate its activities with the District to minimize disruption to pool operations and shall maintain a safe and secure work area throughout the project.

f. The Contractor shall protect existing portions of the facility that are not included in the renovation and shall be responsible for repairing any damage caused by the Contractor, its employees, agents, subcontractors, or equipment.

g. During the progress of the Work, the Contractor shall confer with the District as necessary and shall provide status reports, schedules, and other information reasonably requested by the District.

SECTION 3. CONTRACT AMOUNT

The District shall pay the Contractor the total amount of $[insert], (the "Contract Amount"), which includes applicable Washington State sales tax, in accordance with the Contractor's accepted proposal and subject to the terms and conditions of this Contract.

The Contract Amount constitutes full compensation for all Work required of the Contractor under the Scope of Work and Project Documents. The Contract Amount expressly excludes plumbing and replumbing work to be performed by a separate plumbing contractor.

The Contractor is responsible for the payment of all costs incurred by the Contractor in performing the Work described in the Contract and Project Documents, including any fees, taxes, bonds, insurance, and the like.

The Contractor shall have no entitlement to compensation in excess of the Contract Amount, unless such adjustment is authorized in advance by a written Change Order executed in accordance with Section 14. Oral directions, field discussions, or knowledge of the District shall not constitute authorization for additional compensation.

SECTION 4. PREVAILING WAGES

a. Pursuant to Chapter 39.12 RCW and Chapter 296-127 WAC, the Contractor shall pay not less than the applicable prevailing wages to all workers performing Work under this Contract and shall provide documentation to the District demonstrating compliance with prevailing-wage requirements.

b. The prevailing wage rates applicable to this project, which is located in Island County, may be found at the website of the Washington State Department of Labor & Industries: https://secure.lni.wa.gov/wagelookup/rates/journey-level-rates. The time for determining the applicable prevailing-wage rates is established by WAC 296-127-011.

c. The Contractor and each subcontractor shall file all required Statements of Intent to Pay Prevailing Wages with the Washington State Department of Labor & Industries and obtain all approvals before beginning Work and before the District makes any payments under the Contract.

d. Upon completion of the Work, the Contractor and each subcontractor shall file all required Affidavits of Wages Paid and obtain required approvals before final payment and release of retainage.

e. The Contractor shall comply with prevailing-wage requirements (Chapter 39.12 RCW) and ensure that its subcontractors comply with prevailing-wage requirements. The Contractor is responsible for fees associated with prevailing-wage documentation.

SECTION 5. PAYMENT AND CONTRACT RETAINAGE

a. Invoices and Payment

At monthly intervals, unless otherwise determined by the District, the Contractor shall submit an itemized invoice or billing statement for Work satisfactorily completed. The District shall review invoices and make payment in accordance with applicable Washington law and the terms of this Contract.

b. Five Percent Contract Retainage

Pursuant to Chapter 60.28 RCW, the District shall reserve five percent (5%) of the money earned by the Contractor as contract retainage. The retained amount shall serve as a trust fund for the protection and payment of claims of any person arising under the Contract and taxes, increases, and penalties as provided by Washington law. The District shall hold the retainage for sixty (60) days after the date of final acceptance or until receipt of all necessary releases from the Washington State Department of Revenue, Employment Security Department, and Department of Labor & Industries, receipt of all approved Affidavits of Wages Paid, and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

The five percent (5%) contract retainage is separate from the ten percent (10%) security that may be retained in lieu of a performance and payment bond under Section 6.

c. Contractor's Retainage Option

Retained funds shall be handled in accordance with Chapter 60.28 RCW. The Contractor may exercise any option available to it under applicable Washington law concerning the manner in which contract retainage is held or secured.

d. Payment Does Not Constitute Acceptance

No progress payment, final payment, inspection, use, occupancy, or other act or omission of the District shall constitute acceptance of any Work or operate as a waiver of any requirement of the Project Documents or a waiver of any obligations under the Contract.

e. Withholding Payment

If the Contractor's Work does not meet the requirements of the Contract, whether before or after Substantial Completion, the Contractor shall correct or modify the Work to comply with the requirements of the Contract within ten (10) working days following written notice from the District or another time period to which the District agrees. The District shall have the right to withhold payment for such Work until it meets the requirements of the Contract or is otherwise resolved.

If the Contractor is unable, for any reason, to satisfactorily complete any portion of the Work or otherwise resolve the issue with the District, the District may complete the Work by contract or otherwise and charge the Contractor for any additional costs incurred by the District, including legal costs and attorney's fees, beyond the Contract Amount.

f. Unauthorized Work

No payment shall be made for work or materials outside the Scope of Work unless the additional work has been authorized in advance through a written Change Order in accordance with Section 14.

SECTION 6. PERFORMANCE AND PAYMENT BOND

a. Performance and Payment Bond

Pursuant to Chapter 39.08 RCW, the Contractor shall furnish a performance and payment bond covering the Contract Amount. The bond shall be conditioned upon the Contractor's faithful performance of the Contract and payment of all laborers, mechanics, subcontractors, material suppliers, and other persons or obligations protected under Chapter 39.08 RCW. The bond shall cover the original Contract Amount and approved Change Orders as required by applicable law. The Contractor shall provide the required bond before the District issues the Notice to Proceed.

b. Contractor's Option to Request 10% Retainage in Lieu of Bond

Because the Contract Amount is $150,000 or less, pursuant to RCW 39.08.010(3), the Contractor may elect to have the District retain ten percent (10%) of the Contract Amount, in lieu of furnishing the performance and payment bond, for thirty (30) days after the date of Final Acceptance or until receipt of all necessary releases from the Washington State Department of Revenue, Employment Security Department, and Department of Labor & Industries, receipt of all approved Affidavits of Wages Paid, and settlement of any liens filed under Chapter 60.28 RCW, whichever is later

c. Contractor Election

The Contractor shall select one of the following options before execution of the Contract (if none is selected, then the first option—performance and payment bond—applies):

☐ PERFORMANCE AND PAYMENT BOND

The Contractor will furnish the performance and payment bond required by Chapter 39.08 RCW on a District-approved form for the Contract Amount. The Contractor shall pay the fees for obtaining the bond.

OR

☐ 10% RETAINAGE IN LIEU OF BOND

Pursuant to RCW 39.08.010(3), the Contractor elects to have the District retain ten percent (10%) of the Contract Amount in lieu of furnishing a performance and payment bond.

Contractor Initials: _____ Date: _____

d. Relationship to Contract Retainage

The ten percent (10%) retained under this Section, if elected by the Contractor, serves as security in lieu of the performance and payment bond pursuant to RCW 39.08.010(3). It is separate from the contract retainage under Section 5.

For the purposes of the retainage statute (RCW 60.28.011), "completion of all contract work" is the same as "date of final acceptance" in the performance-and-payment-bond statute (RCW 39.08.010).

SECTION 7. NOTICE TO PROCEED AND SUBSTANTIAL COMPLETION

The District shall issue a written Notice to Proceed after execution of this Contract and receipt of all required documents, including, as applicable:

- Performance and Payment Bond or the Contractor's written election of 10% retainage in lieu of bond;
- Certificates of Insurance;
- Additional Insured Endorsements;
- Approved Statement(s) of Intent to Pay Prevailing Wages; and
- Other documentation required by this Contract or applicable law.

The Notice to Proceed shall establish the date upon which Work may commence ("Start Date"). The Contractor shall not begin Work before receiving the written Notice to Proceed.

Upon completion of the Work, the Contractor shall notify the District that the project is ready for inspection. The District and the Contractor shall conduct a project walkthrough. The District may prepare a punch list identifying incomplete, defective, damaged, nonconforming, or unauthorized Work.

Substantial Completion shall occur when the Contractor's Work is sufficiently complete for its intended purpose and the District is able to place the renovated shower areas fully into service. All Work other than incidental corrective or punch-list work shall have been completed. Substantial Completion shall not have been achieved if all systems and parts of the Contractor's Work are not functional. The date Substantial Completion is achieved shall be established in writing by the District.

SECTION 8. FINAL COMPLETION & FINAL ACCEPTANCE

Final Completion shall occur when the Contractor notifies the District that the Work is fully and finally complete in accordance with the Contract and Project Documents. The date Final Completion is achieved shall be established in writing by the District.

After Final Completion is achieved, the District may conduct a final inspection, and the Contractor and the District shall conduct a final project walkthrough.

Final Acceptance shall occur when the District has determined that the Work is fully and finally complete in accordance with the Contract and Project Documents. The date Final Acceptance is achieved shall be established in writing by the District. Final Acceptance shall not release the Contractor or its sureties from any obligations under the Contract.

SECTION 9. WARRANTY & CORRECTION OF DEFECTIVE WORK

a. The Contractor warrants and guarantees that materials and Work will be free from defects. Defects include any type of nonconforming Work, including Work or materials that fail to conform to the Contract, applicable codes, accepted construction standards, or the standard of workmanlike construction expected of a reasonably competent contractor. This warranty shall survive Final Acceptance and the expiration or any termination of this Contract. This warranty shall not be limited by the provisions of 9(b) below.

b. The Contractor shall be responsible for correcting all defects in performance of the Work and/or related to the materials for a period of one (1) year after the date of Substantial Completion. The Contractor shall start Work to remedy any defects within seven (7) days of the District's written notice to do so. Such corrective Work shall be completed within a reasonable time as agreed to by both Parties. The Contractor's duty to

correct with respect to Work that has been corrected, repaired, or replaced shall be extended by one (1) year from the date the corrected Work is completed and accepted. The Contractor's obligations under this paragraph shall survive Final Acceptance and any termination of this Contract.

If this Contract is terminated before Substantial Completion, then the Contractor's duty to correct shall commence on the date of termination for all Work performed prior to termination.

If the Contractor fails to correct defects within the time agreed to by both Parties, the District may correct, repair, or replace the nonconforming Work and charge the cost to the Contractor. In emergencies where damage may result from delay or where loss of service may result, corrections may be made by the District and charged to the Contractor.

Nothing contained in 9(b) shall be construed to establish a period of limitation with respect to any other obligation of the Contractor under the Contract and Project Documents, to limit the time period in which the District may seek to enforce its rights under the Contract, or to limit any other rights, remedies, or obligations under the Contract. The time periods in 9(b) relate only to the obligation of the Contractor to correct the Work.

SECTION 10. CONTRACT REPRESENTATIVES

Each Party shall designate a Contract Representative. Either Party may change its representative by providing written notice to the other Party.

The District's Contract Representative

Name: Jay Cochran
Title: Executive Director
Organization: North Whidbey Pool, Park, and Recreation District
Address: 85 SE Jerome Street, Oak Harbor, WA 98277
Phone: 360-842-8005
E-mail: jcochran@nwpprd.org

The Contractor's Contract Representative

Name: [insert],
Company: [insert],
Address: [insert],
Phone: _____
E-mail: _____

All instructions, modifications, and changes to the Contract shall be conveyed through the designated Contract Representatives.

Work performed outside the Contract without written authorization from the District's Contract Representative may be considered unauthorized and shall not entitle the Contractor to additional compensation.

The District's Contract Representative shall have authority to reject nonconforming or defective Work.

SECTION 11. HOLD HARMLESS AND INDEMNIFICATION

a. The Contractor shall defend, indemnify, and hold harmless the District, its elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments, including all legal costs and attorneys' fees, arising out of or in connection with performance of this Contract, including injuries, sickness, disease, or death to any persons or to the Contractor's employees, agents, volunteers, or subcontractors or property damage, except for or injuries and damages caused by the District's sole negligence and except as provided in 11(b) below.

b. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor or its agents or employees and the District or its officials, officers, employees, agents, or volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

c. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under the Industrial Insurance Act, Title 51 RCW, solely for the purposes of this indemnification. The Parties have mutually negotiated and agreed to this waiver.

d. The provisions of this section shall survive the District's inspection and acceptance of any Work, the expiration of the warranty period, and the expiration or termination of this Contract.

SECTION 12. INSURANCE

Prior to the commencement of Work and for the duration of the Contract, the Contractor shall procure and maintain insurance of the types and in the amounts described below, including insurance against claims for injuries to persons or damage to property which may arise out of or in connection with the performance of work by the Contractor, its agents, representatives, employees, or subcontractors. A failure to obtain and maintain the required insurance or to file required certificates and endorsements shall be a material breach of this Contract.

The Contractor's maintenance of insurance and its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the District's recourse to any remedy available at law or in equity.

a. Workers' Compensation

The Contractor shall maintain workers' compensation coverage as required by Title 51 RCW.

b. Commercial General Liability

The Contractor shall maintain Commercial General Liability insurance on an occurrence form covering claims for bodily injury, personal injury, death, or property damage arising out of or in connection with the Contractor's or any subcontractors' performance of this Contract with limits of not less than $1,000,000 per occurrence, $2,000,000 general aggregate, and $2,000,000 products-completed operations aggregate limit. The general aggregate shall apply separately to this project when available.

c. Automobile Liability

The Contractor shall maintain automobile liability insurance applicable to all automobiles/vehicles used in performance of the Contract with a minimum combined single limit for bodily injury and property damage of $1,000,000 per occurrence.

d. Additional Insured

The District, its elected and appointed officials, officers, employees, agents, and volunteers shall be named as additional insureds with respect to Work performed under this Contract. All insurance certificates shall evidence the District as an additional insured. The Contractor's insurance shall be primary with respect to the District. Any insurance or self-insurance maintained by the District shall be excess of the Contractor's insurance and shall not contribute with it.

e. Subcontractors

The Contractor shall ensure that subcontractors maintain insurance appropriate to their work and insurance that complies with all applicable requirements of the Contractor-provided insurance as set forth herein.

f. Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the amounts listed above, the District shall be insured for the full available limits maintained by the Contractor, irrespective of whether such limits are greater than those required by the Contract or whether any certificate of insurance furnished to the District evidences limits of liability lower than those maintained by the Contractor.

g. Verification of Coverage

Prior to the commencement of Work, the Contractor shall provide evidence of workers' compensation coverage, certificates of insurance, and required endorsements demonstrating compliance with this Section. Upon request, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

Certificates shall identify the Certificate Holder as:
North Whidbey Pool, Park, and Recreation District
c/o John Vanderzicht Memorial Pool
85 SE Jerome Street
Oak Harbor, Washington 98277

The Contractor shall provide the District with written notice of any policy cancellation within two (2) business days of receipt of such notice.

SECTION 13. CONTRACTOR'S RISK

The Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in performance of the Work. The Contractor shall utilize all protection necessary for that purpose. All Work shall be done at the Contractor's own risk, and the Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used in connection with the Work.

SECTION 14. CHANGES IN WORK

a. The District may issue a written Change Order for any change to the Contract work.

b. If the Contractor determines, for any reason, that a Change Order is necessary, the Contractor must submit a written Change-Order Request to the District's Contract Representative within seven (7) calendar days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change.

The Change-Order Request shall include documentation describing, as applicable:

1. The concealed or unforeseen condition discovered;
2. Why additional work is necessary;
3. The proposed corrective work;
4. The proposed additional cost;
5. Any effect on the project schedule; and
6. Photographs or other documentation when appropriate.

If demolition or construction reveals concealed or unforeseen conditions that the Contractor believes require additional Work, the Contractor shall stop Work in the affected area and notify the District's Contract Representative before proceeding.

The Contractor shall not proceed with additional work until a written Change Order has been approved by the District.

c. If a change causes an increase or decrease in the Contractor's cost or the time for performance, the District may make an equitable adjustment through a written Change Order. The District will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the Parties are unable to agree, the District will determine any equitable adjustment as it deems appropriate. The Contractor shall proceed with the work upon receiving a written Change Order from the District.

d. The Contractor accepts all requirements of a Change Order by endorsing it or writing a separate acceptance. A Change Order that is accepted shall constitute full compensation and settlement of any claims arising out of the change.

SECTION 15. TERMINATION

The District may terminate this Contract, in whole or in part, with or without cause, when the District determines that termination is in its best interests. The District shall provide the Contractor ten (10) calendar days' written notice. The Contractor shall be compensated for satisfactory Work performed as scheduled and accepted through the date of termination, subject to the terms of this Contract. After termination, the District may take possession of all records and data within the Contractor's possession pertaining to this project, which may thereafter be used by the District without restriction.

Termination shall not relieve the Contractor or any surety of any responsibilities for Work performed before termination and shall not affect any rights or obligations accrued prior to termination.

SECTION 16. ASSIGNMENT AND SUBCONTRACTING

The Contractor shall not assign, subcontract, or transfer this Contract, any part of this Contract, or any portion of the services contemplated by this Contract without prior written consent of the District.

The Contractor remains fully responsible for the performance, acts, and omissions of its subcontractors. Subcontracting shall not relieve the Contractor from its responsibility for performance of the Work or any other obligations of this Contract.

At the time of subcontract execution, the Contractor shall verify that each of its first-tier subcontractors meets the following bidder-responsibility criteria:

1. Have a current certificate of registration as a contractor in compliance with Chapter 18.27 RCW, an electrical contractor license if required by Chapter 19.28 RCW, an elevator contractor license if required by chapter 70.87 RCW, or a plumbing contractor license if required by Chapter 18.106 RCW;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
    a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington as required in Title 51 RCW;
    b. A Washington Employment Security Department number as required in Title 50 RCW;
    c. A Washington Department of Revenue state excise tax registration number as required in Title 82 RCW;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3);
5. Have received training on the requirements related to public works and prevailing wage under Chapter 39.04 RCW and Chapter 39.12 RCW. The subcontractor must designate a person or persons to be trained on these requirements. The training must be provided by the Washington State Department of Labor & Industries or by a training provider whose curriculum is approved by the Department of Labor & Industries. Subcontractors that have completed three (3) or more public works projects and have had a valid business license in Washington for three (3) or more years are exempt from this requirement;
6. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor & Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapter 49.46 RCW, Chapter 49.48 RCW, or Chapter 49.52 RCW; and
7. At the time of bid submittal, not be subject to a revocation of a minor work permit under RCW 49.12.390(4).

A subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. This verification requirement, as well as the responsibility criteria, must be included in subcontracts of every tier.

Upon request, the Contractor shall promptly provide documentation to the District demonstrating that the subcontractor meets the subcontractor-responsibility criteria above.

SECTION 17. NON-WAIVER OF RIGHTS

All waivers shall be in writing and signed by the waiving Party's Contract Representative. Failure by either Party to enforce any provision of this Contract shall not constitute a waiver of that provision or the right to enforce it subsequently. Waiver of any breach of any term or condition of this Contract shall not be construed as a waiver of any other breach unless it is expressly waived in writing.

SECTION 18. INDEPENDENT CONTRACTOR

The Contractor is and shall be at all times during the term of this Contract an independent contractor and not an employee, agent, or representative of the District. The Contractor shall maintain responsibility, direction of, and control over its employees, subcontractors, agents, methods, and means of performing the Work. The Contractor's employees, while engaged in performing any work under this Contract, shall be considered employees of the Contractor and not employees, agents, or representatives of the District. The Contractor and its employees are not entitled to any coverage or benefits from the District. The District shall not be responsible for withholding or otherwise deducting federal income tax, Social Security, or payroll tax or for contributing to the state industrial-insurance or unemployment-compensation programs or otherwise assuming the duties of an employer with respect to the Contractor or the Contractor's employees. The Contractor is responsible for payment of applicable taxes, fees, licenses, and other obligations arising from its operations, reporting of taxes, maintaining insurance and records, and any other requirements or obligations imposed as a result of Contractor's status as an independent contractor.

SECTION 19. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state, and local laws, codes, rules, regulations, permits, and requirements in performing the Work.

The Contractor acknowledges this project is a Public Work as defined in RCW 39.04.010(4) and also agrees to comply with all relevant provisions of Chapter 39.04 RCW in performing this Contract, including retainage, providing bonds or equivalent, and paying prevailing wages required by that chapter and Chapter 39.12 RCW.

SECTION 20. NONDISCRIMINATION

The Contractor, its employees, agents, subcontractors, and representatives shall not unlawfully discriminate against any person, including any employee or applicant for employment in violation of RCW 49.60.180, in the performance of this Contract or any other benefits under this Contract. The Contractor and all subcontractors shall comply with all applicable federal, state, and local nondiscrimination requirements, including fair labor laws and worker's compensation laws.

SECTION 21. DISPUTES

a. Questions or claims concerning the meaning, interpretation, or performance of this Contract shall first be submitted in writing to the District's Contract Representative.

b. The Parties shall attempt in good faith to resolve disputes among themselves before initiating litigation.

c. Unless the Parties agree in writing to an alternative-dispute-resolution process, the exclusive means of resolving disputes shall be filing suit in the Superior Court of Island County, Washington.

d. Pending resolution of a dispute, the Contractor shall diligently continue performance of undisputed Work in accordance with the Contract.

SECTION 22. CHOICE OF LAW, JURISDICTION, AND VENUE

This Contract shall be governed by and construed according to the laws of the State of Washington. The Superior Court of Island County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Contract.

SECTION 23. SUCCESSORS AND ASSIGNS

To the extent permitted by law, the Parties bind themselves and their respective successors and permitted assigns to the obligations contained in this Contract.

SECTION 24. SEVERABILITY

If any provision of this Contract is determined by a court of competent jurisdiction to be illegal, invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect. Any provision conflicting with applicable Washington law shall be construed or modified to conform to applicable law to the extent legally permissible.

SECTION 25. ENTIRE AGREEMENT

This Contract, together with all attachments, addenda, and all documents expressly incorporated by reference, constitutes the entire agreement of the Parties concerning the Work and supersedes all prior or contemporaneous negotiations, representations, proposals, understandings, and agreements, whether oral or written, concerning the same subject matter. Neither Party is relying upon any representation not expressly set forth in the Contract and Project Documents. Should any language in any documents expressly incorporated by reference or any documents attached to this Contract conflict with any language contained in this Contract, the terms of this Contract shall prevail.

SECTION 26. MODIFICATION

No amendment, modification, waiver, or alteration of this Contract shall be effective unless set forth in a written instrument executed by authorized representatives of both Parties, except as otherwise expressly provided in the Project Documents.

SECTION 27. NOTICES

Notices required under this Contract shall be in writing and delivered personally to the Contract Representative or to the addresses identified in Section 10. First-class mail or e-mail may be used unless otherwise required by law. Notice shall not be delivered via text message or facsimile.

a. Notice delivered personally shall be deemed received on the date of receipt if delivered before 5:00 p.m. If personally delivered after 5:00 p.m., notice shall be deemed received the following day.

b. Notice delivered via first-class mail shall be deemed received on the third business day following the day notice is postmarked.

c. Notice delivered via e-mail shall be deemed received the date of receipt if delivered before 5:00 p.m. If e-mailed after 5:00 p.m., notice shall be deemed received the following day.

SECTION 28. INSPECTION

The District shall have the right to inspect the Work and materials for conformity with the Contract and Project Documents. The District may request copies of licenses, permits, approvals, or other documentation applicable to the Contractor's performance. Inspection by the District does not relieve the Contractor of responsibility for ensuring that all Work and materials conform to the Contract requirements.

SECTION 29. CONSTRUCTION AND INTERPRETATION

Headings are for convenience only and shall not affect interpretation. Words in the singular include the plural and vice versa as the context requires. References to statutes and regulations include amendments and successor provisions. The term "including" means "including without limitation." The Contract and Project Documents shall be construed as a whole and not against either Party as drafter.

SECTION 30. NO THIRD-PARTY BENEFICIARIES

Except for persons or entities expressly protected by any applicable bond or retainage, this Contract is entered into solely for the benefit of the Parties and is not intended to create any right, benefit, or cause of action in any third party.

SECTION 31. PUBLIC RECORDS ACT

The Contractor acknowledges that the District is a public agency subject to the Public Records Act, Chapter 42.56 RCW, and documents, notes, e-mails, and other records prepared or gathered by the Contractor in its performance of this Contract may be subject to public review and disclosure, even if those records are not produced to or possessed by the District . As such, the Contractor agrees to cooperate fully with the District in satisfying the District's duties and obligations under the Public Records Act.

SIGNATURES

This Contract is executed by the persons signing below, who represent and warrant that they have authority to execute the Contract on behalf of their respective Parties.

The Parties have executed this Contract to take effect as of the latest date written below.

[insert],

Signature: _____

Printed Name: _____

Title: _____

Date: _____

NORTH WHIDBEY POOL, PARK, AND RECREATION DISTRICT

Signature: _____

Jay Cochran, Executive Director

Date: _____

ATTACHMENT A
SCOPE OF WORK
JOHN VANDERZICHT MEMORIAL POOL
MEN'S AND WOMEN'S LOCKER ROOM SHOWER REPLACEMENT AND REPAIR

Project Location: John Vanderzicht Memorial Pool, 85 SE Jerome Street, Oak Harbor, Washington 98277

1. PROJECT DESCRIPTION

The Contractor shall provide labor, supervision, equipment, tools, materials, transportation, debris disposal, and other services specifically identified in the Contractor's accepted proposal necessary to complete the demolition, backer, tile, and grout portions of the men's and women's locker room shower renovation.

Plumbing and replumbing work associated with the renovation will be performed by a separate plumbing contractor contracted by the District and is not included in [insert], Scope of Work or Contract Amount.

2. GENERAL PROJECT REQUIREMENTS

1. Coordinate Work and scheduling with the District's Contract Representative.
2. Coordinate its Work with the District's plumbing contractor as reasonably necessary to complete the project in the proper sequence.
3. Protect adjacent walls, floors, fixtures, equipment, and portions of the facility not included in the renovation.
4. Mask or cover adjacent surfaces as necessary during demolition and construction.
5. Provide appropriate personal protective equipment for employees and subcontractors.
6. Maintain a safe, clean, and secure work area.
7. Remove construction debris generated by the Contractor's Work and properly dispose of materials, including applicable dump and disposal fees.
8. Provide project supervision and management necessary to complete the Work.
9. Maintain reasonable cleanliness throughout construction and perform final cleanup.
10. Promptly notify the District if demolition reveals concealed damage or other conditions that could affect completion of the Work.
11. Obtain written authorization from the District before performing Work outside the approved Scope of Work.

3. MEN'S LOCKER ROOM SHOWER

The Contractor shall renovate the existing men's locker room shower area. The Work includes:

- General demolition necessary to remove existing shower finishes and prepare the area for the separately contracted plumbing work and subsequent installation of new backer and tile.
- Removal and disposal of materials generated by the Contractor's demolition.
- Backer materials identified in the Contractor's proposal.
- Tile and grout materials identified in the Contractor's proposal.
- Installation of new backer, tile, and grout following completion of required plumbing work.
- Approximately 394.20 square feet of wall area.
- Shower wall height of approximately 8 feet.
- Protection of adjacent surfaces and portions of the locker room not included in the Work.
- Final cleanup of the Contractor's work area.

The approximate dimensions and configuration of the men's shower area are shown in the Contractor's project drawing incorporated into the Project Documents.

4. WOMEN'S LOCKER ROOM SHOWER

The Contractor shall renovate the existing women's locker room shower area. The Work includes:

- General demolition necessary to remove existing shower finishes and prepare the area for the separately contracted plumbing work and subsequent installation of new backer and tile.
- Removal and disposal of materials generated by the Contractor's demolition.
- Backer materials identified in the Contractor's proposal.

- Tile and grout materials identified in the Contractor's proposal.
- Installation of new backer, tile, and grout following completion of required plumbing work.
- Approximately 394.20 square feet of wall area.
- Shower wall height of approximately 8 feet.
- Protection of adjacent surfaces and portions of the locker room not included in the Work.
- Final cleanup of the Contractor's work area.

The approximate dimensions and configuration of the women's shower area are shown in the Contractor's project drawing incorporated into the Project Documents.

5. MATERIALS

The Contractor shall provide the tile, grout, backer materials, and related materials identified in the Contractor's accepted proposal.

Final tile, grout color, pattern, and other finish selections shall be approved by the District prior to installation.

Material quantities and pricing contained in the Contractor's proposal are based upon allowances pending final material selection and confirmation of existing conditions.

No substitution of District-approved materials shall be made without prior approval from the District's Contract Representative.

6. BACKER AND CONCEALED CONDITIONS

The Contractor's Scope of Work includes the tile, grout, and backer materials identified in the accepted proposal.

Following demolition, the Contractor shall inspect exposed conditions before proceeding with installation.

If demolition reveals concealed damage, moisture damage, deteriorated framing, structural concerns, or other conditions beyond the backer work included in the Contractor's proposal that would require additional Work or expense, the Contractor shall:

1. Stop Work in the affected area;
2. Notify the District's Contract Representative;
3. Document the condition, including photographs when appropriate; and
4. Provide a written description of the recommended additional Work, cost, and schedule impact.

If the Contractor observes a condition involving existing plumbing or work performed by the District's plumbing contractor that may affect the Contractor's Work, the Contractor shall promptly notify the District rather than modifying the plumbing itself.

No additional Work shall be performed and no additional cost shall be incurred without a written Change Order approved by the District.

7. WORK PERFORMED BY OTHERS

The District has contracted, or will contract, separately with a licensed plumbing contractor to perform plumbing work associated with the men's and women's locker room shower renovation.

Plumbing work is not included in [insert] Contract Amount or Scope of Work under this Contract.

Plumbing work performed by others may include removal, relocation, replacement, modification, and installation of shower plumbing, piping, valves, fixtures, connections, and other associated plumbing components as determined by the District and its plumbing contractor.

[insert] shall not perform or charge the District for plumbing work unless specifically authorized in advance through a written Change Order.

8. COORDINATION WITH PLUMBING CONTRACTOR

[insert] shall reasonably coordinate its Work with the District and the District's plumbing contractor so that the shower renovation can be completed in the proper sequence.

The anticipated general sequence of Work is:

1. [insert] performs the demolition necessary for the shower renovation.
2. The plumbing contractor performs the required plumbing and replumbing work.
3. Required plumbing inspections, if applicable, are completed.
4. The District notifies [insert] that the affected areas are available for continuation of its Work.
5. [insert] installs the backer materials included in its Scope of Work.
6. [insert] completes tile and grout installation and other finish work included in its Scope of Work.
7. [insert] completes cleanup and participates in the final walkthrough.

The sequence above is intended to establish coordination responsibilities and may be modified by the District as reasonably necessary to facilitate completion of the overall project.

[insert] shall provide the District reasonable notice before its Work reaches a stage requiring work by the plumbing contractor.

[insert] shall not cover, conceal, tile over, or otherwise make inaccessible plumbing work that requires inspection or additional work until authorized by the District.

Each contractor shall remain solely responsible for its own work, means and methods, employees, subcontractors, safety obligations, and contractual performance. Nothing in this Contract creates a contractual relationship between [insert] and the District's plumbing contractor.

[insert] shall promptly notify the District's Contract Representative if it believes work performed by the plumbing contractor will interfere with, delay, or adversely affect [insert]'s Work.

Any requested adjustment to [insert]'s Contract Amount or Contract time resulting from coordination with the plumbing contractor must be submitted to and approved by the District in writing before additional compensable Work is performed.

9. WORK NOT INCLUDED UNLESS SPECIFICALLY AUTHORIZED

Unless specifically identified in the Contractor's accepted proposal or authorized through a written Change Order, [insert]'s Scope of Work does not include:

- Plumbing or replumbing;
- Plumbing piping, valves, or connections;
- Shower plumbing fixture installation or replacement;
- Plumbing repairs or modifications;
- Electrical work;
- Structural repairs;
- Framing repairs or replacement;
- Drain replacement or modification; or
- Repair of concealed damage beyond the Work specifically included in the accepted proposal.

The exclusion of plumbing work does not relieve [insert] of its responsibility to coordinate its Work with the District's plumbing contractor or to properly complete its demolition, backer, tile, grout, and finishing work around the completed plumbing installation.

Any Work outside the accepted Scope of Work requires prior written authorization from the District through a Change Order.

10. COMPLETION AND ACCEPTANCE

Upon completion of the Contractor's Work, the Contractor and District's Contract Representative shall conduct a walkthrough.

The Contractor shall correct incomplete, defective, damaged, or nonconforming Work identified during the walkthrough before Final Acceptance.

The Contractor shall leave both shower work areas clean and ready for District use following Substantial Completion.

Completion of [insert] 's Contract shall be based upon satisfactory completion of the Work assigned to [insert] and shall not make [insert] responsible for the workmanship or contractual obligations of the District's separately contracted plumbing contractor.

11. CONTRACTOR'S PROPOSAL AND DRAWINGS

The [insert] estimate identified as [insert], dated [insert], including the men's and women's shower drawings, quantities, allowances, and associated specifications, is incorporated into the Contract as a Project Document.

The Contractor's proposal states that pricing is based on allowances pending material selection and confirmation that the backing is adequate for the new tile.

The Contractor's proposal identifies the quoted Work as demolition, tile, and tile labor and separately identifies tile, grout, and backer materials.

If a conflict exists between the Contractor's proposal and this Scope of Work, this Scope of Work and the Contract shall control unless otherwise agreed to in writing by the District.

Total Contract Price: $[insert], including applicable Washington State sales tax.

ATTACHMENT B
PROJECT DOCUMENTS

The following documents are incorporated into and made part of this Contract:

1. This Public Works Contract between North Whidbey Pool, Park, and Recreation District and [insert]
2. Attachment A, Scope of Work.
3. [insert] estimate [insert], dated [insert].
4. Men's Shower project drawing contained in the Contractor's [insert] proposal.
5. Women's Shower project drawing contained in the Contractor's [insert] proposal.
6. Approved material and finish selections, when completed.
7. [insert] Certification of Compliance with Wage Payment Statutes.
8. Notice to Proceed.
9. Approved Change Orders, if any.
10. Applicable prevailing-wage documentation.
11. Applicable insurance certificates and endorsements.
12. Performance and Payment Bond or the Contractor’s election of 10% retainage in lieu of bond, as applicable.

The District’s separate agreement with its plumbing contractor is not incorporated into this Contract. Nothing in the Contract and Project Documents shall be construed to create contractual privity, a third-party beneficiary relationship, or any independent right of action between [insert] and the District’s plumbing contractor.

In the event of a conflict among the Project Documents, the terms of this Contract and Attachment A shall control unless otherwise expressly agreed to in writing by the District.

9.c. New Business Item: Employee of the Month
Meeting Date: September 24, 2026
Presented By: BOC
Emma Oakes is a hardworking and dependable employee who consistently brings a positive attitude and great energy to the workplace. She is wonderful to be around and works well with both her coworkers and patrons. Emma is always willing to step in and help wherever she is needed, whether it is taking on an extra task, assisting a coworker, or helping things run smoothly. Her willingness to go above and beyond, combined with her positive attitude and strong work ethic, makes her a valuable part of our team and a deserving choice for Employee of the Month.

Recommended Motion:

This section is for staff use
Motion _____ **2nd**_____ **Discussion:** Yes/No
Vote: Y/N/AB
BK___ **BL**___ **JW**___ **MH**___ **DG**___

10. Item:
Meeting Date: September 24, 2026
Presented By:

**Note: The governing body may hold executive sessions from which the public may be excluded, for those purposes set forth in RCW 42.30.110. Before convening an executive session, the presiding officer must announce the purpose of the session and the anticipated time when the session will be concluded. Should the session require more time, a public announcement shall be made that the session is being extended. NO ACTION CAN BE TAKEN IN EXECUTIVE SESSION.*

"The board is entering into executive session pursuant to (insert RCW here). for a period of _____ minutes, until _____ a.m./p.m."

(Start Time: _____ am/pm) *(Ending Time: _____ am/pm)*

**If an extension is required, the presiding officer must come out of the room in which the session is being held and make the following announcement:*

(Extension announcement time: _____ am/pm)

"The board is extending the executive session for a period of _____ minutes, until _____ a.m./p.m."

*After adjourning the executive session and at, but **not before,** the time you said you would come back:*

"I call the regular meeting back to order at _____ a.m./p.m."

Recommended Motion after Executive Session Discussion: I move
This section is for staff use
Motion _____ **2nd** _____ **Discussion:** Yes/No
Vote: Y/N/AB
BK___ BL___ JW___ MH___ DG___

11. Item: Action Item/Review
Meeting Date: September 24, 2026
Presented By: Staff/Secretary

12. Item: Final Board Comments
Presented By: BOC

13. Item: Budget Workshop: Thursday, October 8, 2026, @ 6:00 p.m. @ John Vanderzicht Memorial Pool
Presented By: Chair

14. Item: Adjourn
Presented By: BOC

Recommended Motion: I move we adjourn the meeting.
Motion _____ **2nd**_____ **Discussion:** Yes/No
Vote: Y/N/AB
BK___ BL___ JW___ MH___ DG___