



1. **CALL TO ORDER**
Invocation/Pledge of Allegiance

HONORS AND RECOGNITIONS
2. **APPROVAL OF AGENDA**
3. **CITIZEN COMMENT PERIOD**
4. **CONSENT AGENDA**
 - a. Minutes of the Regular City Council meeting held February 4, 2014
 - b. Minutes of the Special Meeting and Workshop held January 22, 2014
 - c. Approval of Voucher Nos. 157123 in the amount of \$209.51; Voucher Nos. 157124 through 157325 in the amount of \$297,317.26
 - d. Motion to authorize Approval of GC/CM Application to CPARB
 - e. Motion to authorize issuance of RFP of GC/CM Contractor
 - f. Motion to authorize Janitorial Service Contract with vender from the State in the amount of \$33,756.74
 - g. Motion to authorize purchase of one Surveillance Camera for the Stay Sail RV Park in the amount of \$10,549.00
 - h. Motion to confirm Nora O'Connell-Balda's re-appointment to the Oak Harbor Arts Commission

5. **STAFF, MAYOR AND COUNCIL COMMENTS**
 - a. City Administrator
 - b. Mayor
 - c. Councilmembers



6. ORDINANCE AND RESOLUTIONS

- a. Ordinance 1687: Relating to Special Events and Amending the OHMC
- b. Resolution 14-08: Motion to Lift Fiscal Emergency Status
- c. Resolution 14-09: Authorizing Art Acquisition Funds and authorizing the Mayor to sign the contract to accept the donation for “Conical Etude 1”
- d. Resolution 14-06: Authorizing Art Acquisition Funds and authorizing the Mayor to sign the contract with Artist for the “Kraken”

7. PUBLIC HEARINGS/PUBLIC MEETINGS

8. UNFINISHED BUSINESS

9. NEW BUSINESS

- a. Expiration of Impact Fee Reduction Code

10. EXECUTIVE SESSION

- a. Pending Litigation

11. ADJOURNMENT

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

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

Thank you for participating in your City Government!

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

Oak Harbor City Council
Regular Meeting Minutes
February 4, 2014

CALL TO ORDER

Mayor Scott Dudley called the meeting to order at 6:00 p.m.

INVOCATION/PLEDGE OF ALLEGIANCE

Robert Ray, Humanist, gave the Invocation, and Mayor Dudley led the Pledge of Allegiance.

ROLL CALL

Present:

Mayor Scott Dudley
Mayor Pro Tempore Danny Paggao
Councilmember Rick Almberg
Councilmember Jim Campbell
Councilmember Bob Severns
Councilmember Joel Servatius
Councilmember Beth Munns

Councilmember Tara Hizon was excused.

Staff Present:

City Administrator Larry Cort
Finance Director Doug Merriman
Development Service Director Steve Powers
Public Works Director Cathy Rosen
Fire Chief Ray Merrill
Police Chief Ed Green
City Attorney Nikki Esparza
City Clerk Anna Thompson

HONORS AND RECOGNITIONS

Recognizing Shore Sailor and Marine of the Year

Mayor Dudley recognized Shore Sailor of the Year Petty Officer Rosman Shaw and Marine of the Year Sergeant Louis Rodriguez.

Mayor Dudley proclaimed Sea Hawks Day on February 5.

APPROVAL OF AGENDA

Motion: Councilmember Servatius moved to approve the agenda as presented. The motion was seconded by Councilmember Campbell and carried unanimously.

CONSENT AGENDA

- a. Minutes of the Regular City Council meeting held January 21, 2014
- b. Approval of Accounts Payable Voucher Nos. 156965 through 156973 in the amount of \$799.99; and Voucher Nos. 156974 through 157122 in the amount of \$732,471.99
- c. Motion to Authorize the Mayor to sign the Agreement with John Galt to serve as a hearings officer
- d. Motion to Appoint Melissa Riker to the Park Board as the alternate member

- e. Motion to Reject the contracts to furnish two Booster Pumps due to bid errors
- f. Motion to Purchase 490 Roll Carts for the Solid Waste Utility
- g. Motion to Re-appoint Councilmember Campbell to the Island Transit Board of Directors

CITIZEN COMMENT PERIOD

Mayor Dudley opened the citizen comment period at 6:11 p.m.

Terry Ludesky, historic preservation commissioner spoke. He was concerned about the Benjamin house in its decaying state. Mr. Ludesky asked Council to enact an ordinance to preserve the historic sites and provide tax incentives for historic districts in the City of Oak Harbor.

The Citizen comment period was closed at 6:14 p.m.

CONSENT AGENDA

- a. Minutes of the Regular City Council meeting held January 21, 2014
- b. Approval of Accounts Payable Voucher Nos. 156965 through 156973 in the amount of \$799.99; and Voucher Nos. 156974 through 157122 in the amount of \$732,471.99
- c. Motion to Authorize the Mayor to sign the Agreement with John Galt to serve as a hearings officer
- d. Motion to Appoint Melissa Riker to the Park Board as the alternate member
- e. Motion to Reject the contracts to furnish two Booster Pumps due to bid errors
- f. Motion to Purchase 490 Roll Carts for the Solid Waste Utility
- g. Motion to Re-appoint Councilmember Campbell to the Island Transit Board of Directors

Councilmember Munns asked to poll Consent Agenda item 4.d regarding the appointment of Melissa Riker.

Motion: Councilmember Campbell moved to adopt the consent agenda items 4.a-c and 4.e-g. The motion was seconded by Councilmember Servatius and carried unanimously.

Councilmember Munns introduced Melissa Riker to the council and congratulated her for serving the parks of Oak Harbor.

Motion: Councilmember Munns moved to adopt the consent agenda item 4.d. The motion was seconded by Councilmember Servatius and carried unanimously.

STAFF AND COUNCIL COMMENTS

City Administrator

Dr. Cort introduced significant discussion topics for tonight. He reminded the Council that the campground will be closed in for a month beginning in February for cleaning and maintenance.

Dr. Cort informed the Council that the Human Resources Director position interviews will be taking place next week. Police Chief Green was then recognized by Dr. Cort, as he was recently selected into the FBI National Academy and will be attending the academy in January of 2015.

Mayor Dudley

Mayor Dudley relayed that he and several City Councilmembers attended the AWC conference in Olympia and met with legislative officials to discuss City of Oak Harbor priorities and overall goals of the State. The team also toured the waste water treatment facility in Olympia. The Olympia treatment facility is significant because it not only treats waste but also has an educational aspect for the community.

Councilmembers

Councilmember Paggao stated that the results of mediation in Seattle will be provided to Council in Executive session

Councilmember Campbell commented on the visit to Olympia last week and was impressed by our legislatures and their work ethic in Olympia.

Councilmember Almberg spoke in supported waste water treatment plant in Olympia.

Councilmember Munns spoke in support of the Oak Harbor Chamber and businesses in town and the local raffle, including help house charities. She provided an update on AWC's vision for the cities in Washington State.

Councilmember Severns informed Councilmembers he has been away on family matters and may be unavailable in the near future due to continuing health concerns.

Councilmember Servatius was pleased with the AWC conference and impressed with the cleanliness of their treatment plant.

ORDINANCES AND RESOLUTIONS

Resolution 14-07: Recognizing the Sister City Committee

Mayor Pro Tem Paggao announced the Resolution for Sister City Committee with the City of Anacortes and read the resolution aloud.

A member of the Sister City Committee provided background information on the purposes of Sister City Committee for the Council.

Mayor Dudley opened public comment period at 6:37 p.m., no public comment, closed at 6:37 p.m.

Councilmember Severns was concerned whether this will add to our budget; Mayor Dudley responded that this will not increase the City's expenses.

Councilmembers Almberg, Paggao, Campbell, and Munns spoke in support of the Sister City Committee.

Resolution 14-07: Recognizing the Sister City Committee

Motion: Councilmember Servatius moved to adopt Resolution 14-07. The motion was seconded by Councilmember Munns and carried unanimously.

PUBLIC HEARINGS/PUBLIC MEETINGS

Ordinance 1685: Relating to Recreational Marijuana

Development Director Steve Powers presented the staff report

Mayor Dudley opened the public hearing at 6:49 p.m., no public comment, closed at 6:49 p.m.

Councilmember Servatius, Campbell, Almberg, and Severns questioned Staff regarding the report on Ordinance 1685.

Ordinance 1685: Relating to Recreational Marijuana and to Extend the Moratorium

Motion: Councilmember Severns moved to approve Ordinance 1685 relating to Recreational Marijuana. The Mayor reintroduced the motion on the floor following additional commentary regarding the Ordinance after Councilmember Severns made the initial motion, and motion carried by majority.

Councilmember Campbell opposed.

Ordinance 1686: Extending a Moratorium on Medical Marijuana

Development Director Steve Powers presented the staff report

Mayor Dudley opened the public meeting at 7:26 p.m., no public comment, closed at 7:26 p.m.

Councilmembers Severns, Almberg, and Campbell spoke in support of Ordinance 1686.

Ordinance 1686: Extending a Moratorium on Medical Marijuana

Motion: Councilmember Servatius moved to approve Ordinance 1686 to extend a moratorium on Medical Marijuana. The motion was seconded by Councilmember Munns and carried unanimously.

Ordinance 1684: Amending the Utilities Rate Ordinance 1587

Finance Director Doug Merriman presented the staff report

Mayor Dudley opened the public meeting at 7:31 p.m., no public comment, closed at 7:31 p.m.

Councilmember Servatius asked staff questions on the overall increase of the utilities rate as Proposed in Ordinance 1684 and whether the City's financial goals concerning the specific utilities issue would be met.

Councilmember Munns inquired whether this rate increase would help our ability to qualify for bonds.

Councilmember Campbell spoke in support of this Ordinance.

Councilmember Severns asked whether we could cover these costs with the City's reserve funds instead of passing the tax off onto the public.

Ordinance 1684: Amending the Utilities Rate Ordinance 1587

Motion: Councilmember Severns moved to approve Ordinance 1684 Amending the Utilities Rate Ordinance 1587. The motion was seconded by Councilmember Servatius and carried unanimously.

NEW BUSINESS

Mayor Dudley adjourned meeting for Executive Session at 7:38 p.m. to discuss Potential Litigation, Pending Litigation and Property Acquisition for one (1) hour.

Mayor Dudley reconvened the meeting at 8:36 p.m.

ADJOURNMENT

Motion: Councilmember Severns moved to adjourn, seconded by Councilmember Servatius to adjourn the meeting. The motion carried unanimously.

The meeting adjourned at 8:40 p.m.

Anna M. Thompson, City Clerk

Oak Harbor City Council
Special Meeting Minutes
January 22, 2014

CALL TO ORDER

Mayor Scott Dudley called the meeting to order at 2:30 p.m.

ROLL CALL

Present:

Mayor Scott Dudley
Mayor Pro Tem Danny Paggao
Councilmember Rick Almberg
Councilmember Jim Campbell
Councilmember Tara Hizon

Councilmember Beth Munns

Councilmember Bob Severns was excused.

Staff Present:

City Administrator Larry Cort
Finance Director Doug Merriman
Development Services Director Steve Powers
Fire Chief Ray Merrill
Engineer Joe Stowell
Public Works Director Cathy Rosen
City Attorney Nikki Esparza
City Clerk Anna Thompson

Auditors present

WA State Audit Manager Andy
WA State Auditor Lead Arden Flores

CONFERENCE

Washington State Auditor's Exit Conference.

a. Introduction

Doug Merriman introduced the auditor's report at 2:34 p.m.

Auditors passed out the Audit Report to the Mayor, Councilmembers and staff

Mr. Asbjornsen began and explained that today's conference represents the annual meeting of the conclusion of the Audit to inform the Council of the items looked for during year 2012 and the results.

b. Discussion

Mr. Flores provided the auditing summary as provided in the Audit handout.

Councilmember Almberg asked whether they could have exit meetings every other year and was posed last year because the audits are over \$50,000 per audit and suggested that the auditors provide an answer soon.

Mr. Asbjornsen responded that that's determined by the state based on risks and other factors.

Councilmember Munns asked whether the City has met certain qualification deadlines since the audit has been accomplished.

Finance Director explained the qualifications relevant deadlines and the Auditors added that they would work with the city to meet deadlines as well.

The Mayor asked whether there other nearby cities that are audited every other year. The Auditors replied that there are other cities that are audited every other year and indicated that they will discover what cities are audited every 2 years. It was also noted that the cost will be greater for a 2-year auditor.

Mayor Dudley asked what the audit's focus was this year.

The Auditor responded that third-party cash receipts was one of the main focus- es, 24-hour deposits, and how fast the 3rd party receipt deposits process.

Mayor Dudley asked what the consequence of receipt of third party receipts after the 24-hour period. The Auditors responded that there is a greater risk that the longer the money is held, the funds may not actually be deposited.

c. Recommendations for the City:

Ensure deposits are made within 24 hours as directed by the RCW.

Councilmember Hizon asked why the RCW requires 24 hours when some deposits are not actually deposited for 3-5 days.

Auditors responded that the state expects the deposits to be processed as soon as possible within 24 hours and the reality is it may take longer than 24 hours to process.

Councilmember Almberg asked whether even small events need to follow this 24 hour deposit requirement. Finance Director Mr. Merriman stated that they would have to look at the exact requirements for third party cash receipts as opposed to other payment systems.

The Auditors recommend compliance with the State policy for disbursements/credit card transactions.

Overall, the Auditors noted that the City resulted in a very clean audit, only two recommendations and which will not be reflected in the audit report.

Mayor thanked the Auditors and the Finance Director.

ADJOURNMENT

The meeting adjourned at 3:00 p.m.

Anna M. Thompson, City Clerk

Oak Harbor City Council
Workshop Meeting Minutes
January 22, 2014

CALL TO ORDER

Mayor Scott Dudley called the meeting to order at 3:03 p.m.

ROLL CALL

Present:

Mayor Scott Dudley
Mayor Pro Tempore Danny Paggao
Councilmember Rick Almberg
Councilmember Jim Campbell
Councilmember Tara Hizon
Councilmember Joel Servatius
Councilmember Beth Munns

Staff Present:

City Administrator Larry Cort
Finance Director Doug Merriman
Development Services Director Steve Powers
Fire Chief Ray Merrill
Police Chief Ed Green
Planning Director Cathy Rosen
City Engineer Joe Stowell
City Attorney Nikki Esparza
City Clerk Anna Thompson
Police Department Officers
Fire Department Officers
Fire Department Admin Angela Braunstien

Councilmember Bob Severns was excused.

DEPARTMENTAL BRIEFINGS

1. Costs for Taping Meetings – Finance

Finance Director Doug Merriman provided the Staff report.

Finance Director explained categories of the video finance chart.

2. Impact Fee Reduction Ordinance – Planning

Development Director Steve Powers provided the staff report and provided handouts.

The purpose of discussing this issue is to ask whether the Council would like to extend this ordinance as it is currently set to expire in February.

Councilmember Munns asked what other cities were doing regarding this issue.

Councilmember Servatius asked whether the City has benefitted from this ordinance.
Councilmember Munns suggested providing a notice to Impact Fee applicants if the City

does not renew the ordinance.

The Mayor suggested preparing information reporting on other counties' impact fees before the Council makes a decision to extend the ordinance.

3. Marijuana Code Update – Planning

Development Director Steve Powers provided the staff report and provided handouts.

There is an existing moratorium. Steve advised that the council extend the moratorium to observe what happens with neighboring cities regarding Initiative 502.

Some cities are drafting ordinances to completely ban marijuana and place additional local requirements on them.

A new letter from the Attorney General regarding on I-502 found that nothing in I-502 can limit the cities' authorities to ban marijuana outright.

Steve providing three options – continue with preparing for marijuana hearings and extend just the medical marijuana moratorium; Extend both moratoriums for an additional 6 months, or contemplate the new letter from Attorney General

Councilmember Munns was wondering whether the taxes from sales of marijuana will help pay for the new PD requirements for DUI of marijuana blood draw. She is also concerned that Navy members will be heavily tempted to use recreational marijuana and get kicked out of the Navy as a federal offense.

Steve powers explained that the zoning areas for marijuana production distribution and retail are in industrial zoning areas.

Councilmember Hizon asked whether the city has the authority to ban alcohol retailers. She is in favor of advocating for marijuana distribution.

Mayor asked that we see the marijuana vote break-down of the City of Oak Harbor.

Mayor Pro Tem Paggao was interested in the cost-benefit analysis of banning or maintaining marijuana production in our City.

Councilmember AlMBERG advocated staying the course with the marijuana ordinances as previously voted and look into the details in the future.

Mr. Powers closed by stating that there will be a public hearing on the marijuana uses on February 4th, 2014.

4. WWTP Property Acquisition – Public Works

City Engineer Joe Stowell provided the staff report.

Councilmember AlMBERG concerned about the costs of trenching.

Joe Stowell's goal is to have the Agenda Bill ready the February 18th Council meeting.

Councilmember AlMBERG verified that an archeologist will investigate the property before building and trenching begins.

5. Traffic Complaints – Public Works and Police

City Engineer Joe Stowell provided the staff report.

Joe Stowell informed the Council that some citizens have asked that specific traffic signs be erected in various problematic areas. He Informed the Council that they have a plan in place to address the citizens' traffic concerns and will investigate thereafter.

6. RV Park Temporary Closure – Public Works

Public Works Director Cathy Rosen provided staff report.

Public Works would like to close RV park from February 10 - March 31 to make some improvements such as put gravel, automated pay stations, and other improvements. Public Works proposes to place notice out this week to provide sufficient notice to the public and reopen no April 1st when the new rates will begin.

PENDING AGENDA ITEMS

1. Special Event Permit Code Amendments (2/4/2014)

Police Chief Green provided the staff report.

Chief Green informed the Council of the proposed amendments to the special events permit and pointed out obsolete sections of the current code. The changes will be minor but necessary.

2. Lifting Fiscal Emergency (2/4/2014)

Development Director Doug Merriman provided the staff report.

Currently, sales and property taxes have leveled out and are no longer falling behind such as during the recession and have adjusted our budget accordingly.

Mr. Merriman advised considering rescinding the fiscal emergency in order to move forward. This will not change the status of our stabilization fund.

EMERGING ISSUES

1. Fire Station Long-Range Planning

Fire Chief Merrill provided the staff report.

The Fire Department's scope of work has drastically expanded over the years.

Fire Department has predicted building a second station off of Ft. Nugent, which is owned by the City. Infrastructure already exists.

The intent of this new station is to be a satellite of the main fire station and not to replicate the same equipment as the head fire station.

The Fire Department suggested purchasing a "Quint" which is a smaller fire engine. The finances may be obtained through bonds or grants. The FD is currently working on a grant with the Federal Government.

Councilmembers AlMBERG, Munns and Paggao asked follow-up questions to Chief Merrill.

2. 2014 Work Plans – Biennial Budget and Capital Improvement Program

City Administrator Dr. Cort provided the staff report.

Dr. Cort discussed need for the 20 year comprehensive plan as required by State law. Within the comp plan there is a 6-year CIP plan which requires a financing plan for every anticipated project within the 6 year period. The annual and bi-annual budgets and CIP plan should match and are generally adopted at the same time among other cities.

Priorities of projects should be located before implementing the bi-annual and CIP plans.

Finance Director Doug Merriman stepped up to explain the priorities budget process used in the City. The budget steps include: Outreach/goals, Identify Reserves, and allocate funds to meet goals.

Dr. Cort resumed the presentation. When projects need to be implemented, the City's goal is to set out costs in advance in order to be prepared to afford them and organize priorities accordingly.

ADJOURNMENT

The meeting adjourned at 5:40 p.m.

Anna M. Thompson, City Clerk

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

Bill No. C/A 4.b
Date: February 18, 2014
Subject: Approval of Accounts Payable
Vouchers

FROM: Doug Merriman, Finance Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Scott Dudley, Mayor
 Larry Cort, City Administrator
 Grant Weed, Interim City Attorney, as to form

SUMMARY STATEMENT

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

RECOMMENDED ACTION

I move to approve Accounts Payable Voucher Nos. 157123 in the amount of \$209.51; Voucher Nos. 157124 through 157325 in the amount of \$297,317.26.

ATTACHMENTS

Voucher Lists

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157123	1/31/2014	0000490 LABOR & INDUSTRIES, WASHINGTON STATE	013114		4TH QTR 2013/LABOR & INDUSTRIES	209.51
					Total :	209.51
		1 Vouchers for bank code :	bank			Bank total : 209.51
		1 Vouchers in this report				Total vouchers : 209.51

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157124	2/10/2014	0000066 AWC EMPLOYEES BENEFITS TRUST	021014		PREMIUMS	47.50
					Total :	47.50
157125	2/10/2014	0000817 SHELLEY, TIM	TRAVEL ADVANCE		TRAVEL ADVANCE	88.50
					Total :	88.50
157126	2/10/2014	0007181 PICCONE, JOHN	TRAVEL ADVANCE		TRAVEL ADVANCE	141.50
					Total :	141.50
157127	2/10/2014	0006190 STOWELL, JOSEPH	TRAVEL ADVANCE		TRAVEL ADVANCE	141.50
					Total :	141.50
157128	2/10/2014	0004508 FAKKEMA, RICHARD	TRAVEL ADVANCE		TRAVEL ADVANCE	159.50
					Total :	159.50
157129	2/10/2014	0000860 STANDARD INSURANCE COMPANY	013114		LONG TERM DISABILITY	4,127.21
					Total :	4,127.21
157130	2/11/2014	0000950 LICENSING, WASHINGTON STATE DEPT OF	013114		CONCEALED WEAPONS PERMITS	614.00
					Total :	614.00
157131	2/12/2014	0006845 48 NORTH	33159		FEB 2014/ADVERTISING	404.00
					Total :	404.00
157132	2/12/2014	0000005 A-1 TOWING	52628		TOWING SERVICES	193.48
					Total :	193.48
157133	2/12/2014	0007358 ACN DIGITAL PHONE LLC	013114		BUSINESS LICENSE OVERPAYMENT	12.50
					Total :	12.50
157134	2/12/2014	0007365 ACORN MOTOR INN	141001/OH		HOTEL ACCOMMODATIONS	911.61
					Total :	911.61
157135	2/12/2014	0005405 AGRICULTURE, UNITED STATES DEPT OF	3001183898		2013/HEALTH INSPECTION SERVICES	348.45
					Total :	348.45
157136	2/12/2014	0007356 ALBERTSONS, LLC	011614		DUPLICATE PAYMENT REFUND	100.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157136	2/12/2014	0007356 0007356 ALBERTSONS, LLC			(Continued)	Total : 100.00
157137	2/12/2014	0000028 ALL ISLAND LOCK & KEY	23032 24025		LATCH PROTECTOR DUP DND	30.98 8.15 Total : 39.13
157138	2/12/2014	0000029 ALL PHASE ELECTRIC SUPPLY	0952-683634 0952-683928		FAN LOAD CENTER	417.08 187.00 Total : 604.08
157139	2/12/2014	0005903 ALLDATA	FW893154		ALL MAKES DATA SUBSCRIPTION	1,630.50 Total : 1,630.50
157140	2/12/2014	0005024 ALMBERG, RICHARD	TRAVEL REIMB		TRAVEL REIMB	436.26 Total : 436.26
157141	2/12/2014	0001678 AMERICAN METER & APPLICANCE	292398		MECH W/DOOR & LOCK	500.28 Total : 500.28
157142	2/12/2014	0006984 AMERICAN PETROLEUM	3504012114		OIL	343.76 Total : 343.76
157143	2/12/2014	0000712 AMERIGAS	3025430448		PROPANE	389.26 Total : 389.26
157144	2/12/2014	0002044 ANACORTES.NET/HOW IT WORKS	33788 33853		OCT 2013/WEB HOSTING OCT 2013/WEB HOSTING	75.00 15.95 Total : 90.95
157145	2/12/2014	0000044 ANDERSON, CRAIG	TRAVEL ADVANCE		TRAVEL ADVANCE	178.20 Total : 178.20
157146	2/12/2014	0007077 ANDREWS, SARA	013014		PUBLIC DEFENSE	600.00 Total : 600.00
157147	2/12/2014	0000046 APPLIED INDUSTRIAL	7001482470		PEER CHAIN	560.04 Total : 560.04

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157148	2/12/2014	0005001 ARAMARK	938116000		LAUNDRY SERVICES	1,013.13
Total :						1,013.13
157149	2/12/2014	0006865 ARMADA	012814		COLLECTION FEES/37-526800-01/ID 27	179.50
Total :						179.50
157150	2/12/2014	0004019 ASSOCIATED PETROLEUM PRODUCTS	0527393-IN		FUEL	3,505.08
			0529800-IN		FUEL	3,289.19
			0529802-IN		FUEL	1,106.77
			0533371-IN		FUEL	3,833.34
Total :						11,734.38
157151	2/12/2014	0000159 AT&T MOBILITY	287249477751X0124201		AIRCARDS	462.67
Total :						462.67
157152	2/12/2014	0000065 AVOCET ENVIRONMENTAL TESTING	1400084-IN		TESTING	112.00
Total :						112.00
157153	2/12/2014	0000077 BARGE, JA	EXP REIMB		EXP REIMB	139.80
Total :						139.80
157154	2/12/2014	0000081 BAY PRINTING	020514		LAMINATE POSTERS	48.92
Total :						48.92
157155	2/12/2014	0000083 BAZA, ALVIN	020714		WELLNESS INCENTIVE	20.00
Total :						20.00
157156	2/12/2014	0005649 BELLEVUE, CITY OF	28710		2014 MEMBERSHIP	3,300.00
Total :						3,300.00
157157	2/12/2014	0005776 BELLINGHAM MARINE INDUSTRIES	1		PROF SVC/F-DOCK REPAIRS	15,163.65
Total :						15,163.65
157158	2/12/2014	0007362 BLACK, MAXINE	1		TRAVEL REFUND	40.00
Total :						40.00
157159	2/12/2014	0004631 BLAKE, KAY	1		TRAVEL REFUND	20.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157159	2/12/2014	0004631 0004631 BLAKE, KAY			(Continued)	Total : 20.00
157160	2/12/2014	0007363 BLAKELY, JOAN	1		TRAVEL REFUND	20.00
						Total : 20.00
157161	2/12/2014	0000109 BLUMENTHAL UNIFORMS	37640		VEST/RANG	831.56
						Total : 831.56
157162	2/12/2014	0000112 BOB BARKER COMPANY, INC	WEB000300324		BOXERS	54.26
						Total : 54.26
157163	2/12/2014	0001558 BOUND TREE MEDICAL, LLC	31757884		CPR SUPPLIES	990.03
						Total : 990.03
157164	2/12/2014	0003097 BOYER, TALLIE	020714		WELLNESS INCENTIVE	20.00
						Total : 20.00
157165	2/12/2014	0006769 BRAUN CONSULTING GROUP	1710		JAN 2014/RETAINER	2,650.00
						Total : 2,650.00
157166	2/12/2014	0002943 BRAUNSTEIN, ANGELA	TRAVEL ADVANCE		TRAVEL ADVANCE	106.50
						Total : 106.50
157167	2/12/2014	0007359 BRELINSKI, THOMAS	7100		MOORAGE REFUND	206.78
						Total : 206.78
157168	2/12/2014	0000131 BROADVIEW APPLIANCE	32749		DRYER REPAIR	130.39
						Total : 130.39
157169	2/12/2014	0000962 BUILDING OFFICIALS, WASHINGTON ASSOC 27986			REGISTRATION/MERRILL	150.00
						Total : 150.00
157170	2/12/2014	0000627 CAPITAL ONE COMMERCIAL	151706575211 168406575211		SUPPLIES SUPPLIES	1,508.53 1,049.93
						Total : 2,558.46
157171	2/12/2014	0005208 CARTER, SERLOYD	020714		WELLNESS INCENTIVE	20.00
						Total : 20.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157172	2/12/2014	0005126	CASCADE ENGINEERING SERV, INC	ML-14012807219	TESTIMONY SERVICES	427.50
Total :						427.50
157173	2/12/2014	0000150	CASCADE NATURAL GAS	08793000004	2013 NATURAL GAS/POLICE STATION	495.81
				18583000007	2013 NATURAL GAS/TREATMENT PLAN	10.00
				36624000000	2013 NATURAL GAS/FIRE STATION	1,423.60
				470661045647	2013 NATURAL GAS/ANIMAL SHELTER	265.88
				58793000009	2013 NATURAL GAS/CITY HALL	777.64
				80434000008	2013 NATURAL GAS/CITY SHOP	2,424.74
				82193000005	2013 NATURAL GAS/ANNEX	89.63
				90134000000	2013 NATURAL GAS/ADULT CARE CEN	155.83
Total :						5,643.13
157174	2/12/2014	0005889	CASCADE RECREATION, INC	6189	WASTE BAGS	252.73
Total :						252.73
157175	2/12/2014	0000160	CENTRAL WELDING SUPPLY	RN01140988	CENTRASHIELD	12.75
Total :						12.75
157176	2/12/2014	0000188	CODE PUBLISHING COMPANY	45576	MUNICIPAL CODE UPDATES	809.21
				45590	MUNICIPAL CODE UPDATES	104.57
Total :						913.78
157177	2/12/2014	0007298	COLE, RICHARD	4815	MOORAGE REFUND	96.72
Total :						96.72
157178	2/12/2014	0005773	COMCAST	8498300271046803	CABLE/INTERNET	410.47
				8498300290363841	INTERNET	210.77
Total :						621.24
157179	2/12/2014	0001891	COMFORT INN AUBURN	19133291	HOTEL ACCOMMODATIONS/JENNINGS	349.20
Total :						349.20
157180	2/12/2014	0000197	CONCRETE NORWEST	929276	CURE & SEAL	103.27
				933290	R/M PRODUCTS	65.22
Total :						168.49
157181	2/12/2014	0001860	CORT, LARRY	TRAVEL REIMB	TRAVEL REIMB	111.28

Voucher List
City of Oak Harbor

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157181	2/12/2014	0001860 0001860 CORT, LARRY			(Continued)	Total : 111.28
157182	2/12/2014	0007074 COX, GENEVIEVE	020714		WELLNESS INCENTIVE	20.00
						Total : 20.00
157183	2/12/2014	0000217 CUES, INC	402375 MO006554		SOFTWARE INVOICE 385305-SERIAL CARD	1,800.00 -124.42
						Total : 1,675.58
157184	2/12/2014	0000220 CUMMINS NORTHWEST, INC	001-91934 001-92157 001-93409 010-11557		GASKET TESTER/BEAKER/ISOLATOR/GASKET SEAL/WASHER/SHAFT INSITE LITE REGISTRATION	136.43 386.37 36.29 463.06
						Total : 1,022.15
157185	2/12/2014	0000225 DAILY JOURNAL OF COMMERCE	3284053		BID CALL/SHALLOW PIT TRUCK SCAL	406.60
						Total : 406.60
157186	2/12/2014	0000247 DIAMOND RENTALS	1-500608-25 1-500619-25 1-500627-26 1-509920-9 1-512930-5 1-512934-5 1-515013 1-515774 1-515836		2013 PORTABLES 2013 PORTABLES PORTABLES 2013 PORTABLES PORTABLES 2013 PORTABLES 2013 PORTABLES TILE SAW HYDRAULIC FITTING/SWIVEL/HOSE	49.95 49.95 49.95 99.90 49.95 99.90 49.95 260.88 223.88
						Total : 934.31
157187	2/12/2014	0006724 DIEKMAN POLYGRAPH SERVICES	14-2		POLYGRAPH EXAMINATIONS	400.00
						Total : 400.00
157188	2/12/2014	0000257 DUTCH MAID CLEANERS	013114 1059		JAN 2014/LAUNDRY SERVICES JAN 2014/LAUNDRY SERVICES	385.28 11.41
						Total : 396.69
157189	2/12/2014	0005622 EC POWER SYSTEMS	Y23110		CAP/DIST/ROTOR/IGNITION WIRE SET	86.18

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157189	2/12/2014	0005622 0005622 EC POWER SYSTEMS	(Continued)			Total : 86.18
157190	2/12/2014	0000967 ECOLOGY, WASHINGTON STATE DEPT OF	2014-WA0020567		WASTEWATER PERMIT	10,549.44
						Total : 10,549.44
157191	2/12/2014	0000273 EDGE ANALYTICAL, INC	14-00295		TESTING	1,144.00
						Total : 1,144.00
157192	2/12/2014	0000279 EMPLOYMENT SECURITY, WASHINGTON ST. 945052-10 7			4TH QTR 2013/UNEMPLOYMENT	16,422.08
						Total : 16,422.08
157193	2/12/2014	0000283 ENTENMANN-ROVIN COMPANY	0096333-IN		DOME BADGES	147.75
						Total : 147.75
157194	2/12/2014	0007334 ENVIRONIX	401122		LEAD TESTING	2,500.00
						Total : 2,500.00
157195	2/12/2014	0005422 ENVIRONMENTAL RESOURCE ASSOC	707480		SOLIDS	519.08
						Total : 519.08
157196	2/12/2014	0006276 EXPRESS SERVICES, INC	13569160-8 13597525-8 13628917-0		OFFICE SERVICE SUPPORT OFFICE SERVICE SUPPORT OFFICE SERVICE SUPPORT	1,273.20 1,241.37 986.73
						Total : 3,501.30
157197	2/12/2014	0002900 FASTENAL	WAOAK16193		ASPHAL	459.38
						Total : 459.38
157198	2/12/2014	0006991 FIKSE, JOSH	020714		WELLNESS INCENTIVE	20.00
						Total : 20.00
157199	2/12/2014	0007361 FIREGEARPROS.COM	130821A		HYDRANT WRENCH BAG	407.63
						Total : 407.63
157200	2/12/2014	0000317 FLOORS PLUS	45795		FLOORING INSTALLATION	623.34
						Total : 623.34
157201	2/12/2014	0007141 FREEDOM PROPERTIES, LLC	022814		FEB 2014/ANIMAL SHELTER	2,500.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157201	2/12/2014	0007141 0007141 FREEDOM PROPERTIES, LLC	(Continued)			Total : 2,500.00
157202	2/12/2014	0000355 FRONTIER	240-2350 279-1060 675-1568 675-1669 675-5190 675-6858 679-0500 679-1640 679-1651 679-1789 679-2530 679-2628 679-3902 679-8477		CURRENT PHONE CHARGES CURRENT PHONE CHARGES	1,127.19 62.31 215.08 62.16 43.43 56.83 61.52 56.98 56.83 56.98 62.16 336.46 60.90 81.64
						Total : 2,340.47
157203	2/12/2014	0000326 FRONTIER BUILDING SUPPLY	87251		SF FLUSH	244.58
						Total : 244.58
157204	2/12/2014	0000325 FRONTIER FORD	98173 98189		SEAT BE SENSOR	202.18 96.99
						Total : 299.17
157205	2/12/2014	0007131 FULLERTON & ASSOCIATES	14-002		CONSULTING SERVICES/PROPERTY A	1,530.00
						Total : 1,530.00
157206	2/12/2014	0000329 GALLS	001541582		BOOTS/MCCALMONT	119.99
						Total : 119.99
157207	2/12/2014	0002767 GATEWAY CONTROLS, INC	2014248		SITE SUPPORT AGREEMENT RENEWA	190.23
						Total : 190.23
157208	2/12/2014	0000349 GRAINGER	9352271200 9352271218 9352271226		SCREWDRIVER SET/NUT DRIVER SET LIQUID DISHWASHING SOAP SOAP	243.65 74.68 60.43

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157208	2/12/2014	0000349 0000349 GRAINGER			(Continued)	Total : 378.76
157209	2/12/2014	0000999 GRCC/WW	130740		REGISTRATION/JUPIN	675.00
						Total : 675.00
157210	2/12/2014	0000999 GRCC/WW	020414		EXAM APPLICATION/JUPIN	200.00
						Total : 200.00
157211	2/12/2014	0005912 GREENLAYER	1602		MARATHON SHIRTS	1,467.00
			1624		MARATHON SHIRTS	1,440.10
			1625		MARATHON SHIRTS	69.60
						Total : 2,976.70
157212	2/12/2014	0006990 GRUBB, GARY	020714		WELLNESS INCENTIVE	20.00
			100413		WELLNESS INCENTIVE	20.00
						Total : 40.00
157213	2/12/2014	0006590 HAFFNER, OTTO	020714		WELLNESS INCENTIVE	20.00
						Total : 20.00
157214	2/12/2014	0000380 HEALTH, WASHINGTON STATE DEPT OF	62650		OPERATOR CERTIFICATION FEE	9,791.30
						Total : 9,791.30
157215	2/12/2014	0000382 HELTSLEY, RAY	TRAVEL ADVANCE		TRAVEL ADVANCE	177.50
			TRAVEL REIMB		TRAVEL REIMB	355.42
						Total : 532.92
157216	2/12/2014	0001251 HEWLETT-PACKARD COMPANY	53846850		MEMORY	119.57
						Total : 119.57
157217	2/12/2014	0003095 HOME DEPOT CREDIT SERVICES	2028551		STRT CPLG	8.65
			2594824		ANGLE/SCREW/STRIKEBRSS	40.70
			593647		CASTERS/R2310MINIC/HOSE REPAIR	50.09
						Total : 99.44
157218	2/12/2014	0000392 HUBBARD, SCOTT	020714		WELLNESS INCENTIVE	20.00
						Total : 20.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157219	2/12/2014	0000394 HUMAN RESOURCE SERVICES	012414		FEB 2014/UNEMPLOYMENT SERVICES	110.00
					Total :	110.00
157220	2/12/2014	0000397 ID CHECKING GUIDE	651499		2014 ID CHECKING GUIDE	29.95
					Total :	29.95
157221	2/12/2014	0000401 ISLAND COUNTY AUDITOR	B0038259		ELECTION SERVICES	5,300.79
					Total :	5,300.79
157222	2/12/2014	0004410 ISLAND COUNTY PUBLIC HEALTH	1253		HEPATITS IMMUNIZATIONS	170.00
					Total :	170.00
157223	2/12/2014	0000410 ISLAND COUNTY SOLID WASTE	013114 1082985		JAN 2014/TIPPING FEES DISPOSAL CHARGES	77,024.85 45.00
					Total :	77,069.85
157224	2/12/2014	0000411 ISLAND COUNTY TREASURER	013114		CRIME VICTIM COMPENSATION	260.82
					Total :	260.82
157225	2/12/2014	0007296 ISLAND FAMILY PHYSICIANS	011014		OH PE NEW HIRE	170.00
					Total :	170.00
157226	2/12/2014	0000441 ISLAND SYSTEMS	221624 221913		WATER/MARINA WATER/MARINA	5.90 11.80
					Total :	17.70
157227	2/12/2014	0005846 JOHNSON, JO	1		TRAVEL REFUND	20.00
					Total :	20.00
157228	2/12/2014	0004010 JOHNSON, PAT	1		TRAVEL REFUND	20.00
					Total :	20.00
157229	2/12/2014	0006952 JUPIN, TIMOTHY	TRAVEL ADVANCE		TRAVEL ADVANCE	497.00
					Total :	497.00
157230	2/12/2014	0004458 KETCHUM, NEIL	TRAVEL REIMB		TRAVEL REIMB	12.00
					Total :	12.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157231	2/12/2014	0003910 KINNEBREW, ROSE	1		TRAVEL REFUND	20.00
					Total :	20.00
157232	2/12/2014	0000487 KROESEN'S INC	17656		SWEATER	48.35
					Total :	48.35
157233	2/12/2014	0000889 LANGUAGE EXCHANGE	01		MUNICIPAL COURT INTERPRETER	276.50
					Total :	276.50
157234	2/12/2014	0004355 LEAVITT MACHINERY	179786		BOLT/NUT/WASHER	47.52
					Total :	47.52
157235	2/12/2014	0001662 LEDGERWOOD, MARIANNE	020714		WELLNESS INCENTIVE	20.00
					Total :	20.00
157236	2/12/2014	0005277 LEE, STEPHANIE	020714		WELLNESS INCENTIVE	20.00
					Total :	20.00
157237	2/12/2014	0000979 LES SCHWAB	41400106373		ALIGNMENT	161.69
					Total :	161.69
157238	2/12/2014	0007201 LIFETEK TRAINING, INC	14-117		CPR COURSE CARD	105.55
					Total :	105.55
157239	2/12/2014	0005915 LIGHTGUARD SYSTEMS, INC	14003		SIGNAL HEADS	2,970.00
					Total :	2,970.00
157240	2/12/2014	0007357 LITTLE FRIENDS DAY SCHOOL	013114		BUSINESS LICENSE OVERPAYMENT	12.50
					Total :	12.50
157241	2/12/2014	0000221 LN CURTIS & SONS	2110788-00		PICKHEAD AXE	80.54
					Total :	80.54
157242	2/12/2014	0000522 LUEHR, TOM	1		DRIVING SERVICES	135.00
					Total :	135.00
157243	2/12/2014	0000530 MAILLIARD'S LANDING NURSERY	80054		YARD WASTE	133.35
			80068		YARD WASTE	99.40

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157243	2/12/2014	0000530 MAILLIARD'S LANDING NURSERY	(Continued)			
			80096		YARD WASTE	98.00
			80112		YARD WASTE	81.90
			80121		YARD WASTE	26.60
			80147		YARD WASTE	20.00
			80180		YARD WASTE	20.00
			80189		YARD WASTE	20.00
			80215		YARD WASTE	20.00
			80383		YARD WASTE	46.55
					Total :	565.80
157244	2/12/2014	0000540 MARINE SUPPLY & HARDWARE	0052416		GALV STAPLES	16.64
			0052420		GALV TRAP STAPLES	128.03
					Total :	144.67
157245	2/12/2014	0000660 MARKET PLACE FOOD & DRUG	496485		GROCERIES	320.98
			730604		GROCERIES	283.11
					Total :	604.09
157246	2/12/2014	0006072 MASTER'S TOUCH, LLC	33396		JAN 2014/MAILING SERVICES FOR LAT	258.27
			33397		JAN 2014/MAILING SERVICES FOR STA	871.67
			P33396		JAN 2014/POSTAGE FOR LATE NOTICE	424.88
			P33397		JAN 2014/POSTE FOR STATEMENTS	2,736.69
					Total :	4,291.51
157247	2/12/2014	0000544 MATERIALS TESTING & CONSULTING	12329		TESTING	9,082.00
					Total :	9,082.00
157248	2/12/2014	0000040 MATRIX	608197746		DEC 2013/LONG DISTANCE	374.38
					Total :	374.38
157249	2/12/2014	0006028 MCI COMM SERVICE	679-3902		2013 LONG DISTANCE	37.22
					Total :	37.22
157250	2/12/2014	0002291 MCYOUNG, MARY	1		TRAVEL REFUND	20.00
					Total :	20.00
157251	2/12/2014	0000558 MERRILL, RAY	TRAVEL ADVANCE		TRAVEL ADVANCE	90.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157251	2/12/2014	0000558 0000558 MERRILL, RAY			(Continued)	Total : 90.00
157252	2/12/2014	0000560 MERRILLS CARPET CLEANING, INC	18807		CARPET CLEANING	300.00
						Total : 300.00
157253	2/12/2014	0000538 MID AMERICAN RESEARCH CHEMICAL	0514661-IN		SOLVENT	375.02
						Total : 375.02
157254	2/12/2014	0000568 MIDWAY MUFFLER & TIRE	90981		MUFFLER INSTALLATION	278.27
						Total : 278.27
157255	2/12/2014	0006992 MOON, ANDREW	020714		WELLNESS INCENTIVE	20.00
						Total : 20.00
157256	2/12/2014	0000581 MORRISON, BOB	1		DRIVING SERVICES	126.00
						Total : 126.00
157257	2/12/2014	0007360 MOSBROOKER, MICHAEL	5587		MOORAGE REFUND	112.30
						Total : 112.30
157258	2/12/2014	0000587 MOTOR TRUCKS, INC	MV68486		INPUT SHAFT SEAL KIT	93.27
						Total : 93.27
157259	2/12/2014	0000593 MUELLER, DEBORAH	020714		WELLNESS INCENTIVE	20.00
						Total : 20.00
157260	2/12/2014	0004423 MUNICIPAL EMERGENCY SERVICES	00485640_SNV 00485651_SNV		PAC II ULTRA BAND ASSY/HEANET ASSY	195.61 521.76
						Total : 717.37
157261	2/12/2014	0002633 NEOPOST NORTHWEST	NWAR23823 NWAR23826		JAN 2014/CONTRACT FEB 2014/CONTRACT	400.02 400.02
						Total : 800.04
157262	2/12/2014	0000621 NIIRO, CEDRIC	020714		WELLNESS INCENTIVE	20.00
						Total : 20.00
157263	2/12/2014	0000645 NORTH WHIDBEY & LACONNER	97058		ANIMAL SERVICES	85.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157263	2/12/2014	0000645	0000645 NORTH WHIDBEY & LACONNER		(Continued)	Total : 85.00
157264	2/12/2014	0000406	NORTH WHIDBEY FIRE & RESCUE	14-03	ESSENTIALS OF FIREFIGHTING	513.06
					Total :	513.06
157265	2/12/2014	0007075	NORTHWEST ASSESSMENT SERVICE	1171	PRE-EMPLOYMENT EVALUATIONS	975.00
					Total :	975.00
157266	2/12/2014	0006855	NORTHWEST YACHTING MAGAZINE	44638	ADVERTISING	885.00
					Total :	885.00
157267	2/12/2014	0000672	OAK HARBOR ACE		REFLECTOR	43.31
					NIPPLE	1.95
					VALVE BOX	10.86
					FLAG	3.58
					ELBOW	5.38
					WASHER	1.60
					NAILS	4.57
					SFTY HASP	3.03
					MEASURING CUP	8.69
					STAPLE/ARROW	29.10
					LACQUER	9.23
					VINEGAR/BAKING SODA	6.83
					RSTP/WHEEL GRIND/RATCHET/VOCOL	105.36
					DISH LIQUID/MARKING SPRAY	20.61
					LUMBER	2.80
					GLUE	4.88
					RSTP SPRY	16.27
					CONCRETE	52.09
					BULB	43.37
					ELBOW	6.46
					CONCRETE MIX	17.35
					STPL HSP	23.90
					OIL	13.03
					HEAT TAPE/TUBE	51.47
					CABLE TIES	33.68
					FILM/ELECTRICAL SUPPLIES/FASTENE	80.35

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157267	2/12/2014	0000672 OAK HARBOR ACE	(Continued)			
			234833		FILM	19.01
			234850		FASTENERS	5.42
			234880		CAULK	9.76
			234881		CHAIN LOOP	19.56
			234900		FREIGHT	14.13
			234919		CONN/TOOLS/THREADSEALTAPE/PLAS	45.72
			234943		FINISH	28.25
			234988		GLUE/WELDWD/EPOXY/CAULK	39.39
			234993		TIES/GLUE/FASTENERS	21.83
			235006		CLEANER/SIGN	10.84
			235096		PASTE/NIPPLE/BALL VALVE/ELBOW	18.98
					Total :	832.64
157268	2/12/2014	0000668 OAK HARBOR AUTO CENTER	001-190284		FRT BENCH SEAT CVR	178.87
			001-191183		SPARK PLUG WIRES	94.89
			001-191185		FLASHER	84.20
			001-191477		SPARK PLUG WIRES	16.77
			001-191498		LAMP	5.35
			001-191554		CLEANER	9.83
			001-191656		FILTERS	64.22
			001-191697		WIPER TRANSMISSION	37.40
			001-191699		2 TON JACK	195.65
			001-191755		FILTERS	38.62
			001-191761		FILTERS	7.23
			001-191762		OUTLET	-24.98
			001-191922		WPR BLADE	53.34
			001-191927		FILTERS	153.57
			001-192143		FLASHER	20.03
			001-192191		ANTI-FOG	2.71
			001-192219		EXTND LIFE	128.47
			001-192301		AXLE SHAFT	161.73
			001-192346		FILTERS	39.22
			001-192375		FILTERS	39.22
			001-192496		SYNTHETIC SAE/FLUID TRANSFER	55.95
			001-192498		FILTERS	4.66

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157268	2/12/2014	0000668 0000668 OAK HARBOR AUTO CENTER	(Continued)			Total : 1,366.95
157269	2/12/2014	0003007 OFFICE DEPOT	690949036001 691793340001		PENS PROJECT PRO	-14.12 1,260.91 Total : 1,246.79
157270	2/12/2014	0001377 ORCA INFORMATION	349913 349960 350097		PRE-EMPLOYMENT/ARGYRO PRE-EMPLOYMENT/PADRTA PRE-EMPLOYMENT/BILETNIKOFF	75.00 75.00 75.00 Total : 225.00
157271	2/12/2014	0005867 PACIFIC POWER BATTERIES	83246		BATTERIES	22.68 Total : 22.68
157272	2/12/2014	0002985 PACIFIC TIRE CO. INC	0073781		TIRES	499.64 Total : 499.64
157273	2/12/2014	0001284 PHILIPS HEALTHCARE	927235185		BATTERY	347.62 Total : 347.62
157274	2/12/2014	0000299 PLACE, SANDRA	020714		WELLNESS INCENTIVE	20.00 Total : 20.00
157275	2/12/2014	0000730 POWELL, JANIS	1 1		DRIVING SERVICES DRIVING SERVICES	72.00 96.00 Total : 168.00
157276	2/12/2014	0000746 PUGET SAFETY EQUIPMENT	0017339-IN 0017804-IN		GLOVES NITRI-SHIELD PF	103.78 106.46 Total : 210.24
157277	2/12/2014	0000743 PUGET SOUND ENERGY	200002036917 200003131170 200007268135 200010549943 220002247165 300000007421 300000007421		ELECTRICITY/BTWN BAYSHORE DR & I ELECTRICITY/WELL #7 ELECTRICITY/SW ERIE ST SW BARRIN ELECTRICITY/WELL #6 ELECTRICITY/SW FAIRWAY POINT DR & I 2013 ELECTRICITY/STREET LIGHTS 2013 ELECTRICITY/STREET LIGHTS	145.63 12.84 168.60 12.84 13.28 9,774.49 2,975.78

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157277	2/12/2014	0000743 PUGET SOUND ENERGY	(Continued) 300000009906 300000010458 300000010516		2013 ELECTRICITY/PARKS 2013 ELECTRICITY/INTSCTN OF MIDW/ 2013 ELECTRICITY/900 SE MIDWAY BL\	130.65 658.87 447.77 Total : 14,340.75
157278	2/12/2014	0005983 RACECENTER NW MAGAZINE	29464		FEB MAR 2014/INSERTION	1,400.00 Total : 1,400.00
157279	2/12/2014	0000753 RADIOSHACK	021634		TOOL KIT	32.60 Total : 32.60
157280	2/12/2014	0002508 RINEY PRODUCTION SERVICES	10-1185		TAPING SERVICES	2,264.92 Total : 2,264.92
157281	2/12/2014	0000796 SCHROER, PAUL	TRAVEL ADVANCE		TRAVEL ADVANCE	178.20 Total : 178.20
157282	2/12/2014	0005967 SEATTLE AUTOMOTIVE DIST	S5-205138 S6-205732 S6-206295 S6-207239 S6-208276 S6-209910 S6-211352 S6-214125		SENSOR PAD SETS/ROTORS SENSOR SENSOR MOTOR TRANSMISSION TRANSMISSION WSW TRANSMISSION	-47.03 408.61 47.03 47.03 189.46 76.41 79.37 -76.41 Total : 724.47
157283	2/12/2014	0002358 SERVICEMASTER OF THE ISLAND	9377		FEB 2014/JANITORIAL SERVICES	775.00 Total : 775.00
157284	2/12/2014	0005085 SEVERNS, ROBERT	TRAVEL REIMB TRAVEL REIMB2		TRAVEL REIMB TRAVEL REIMB	106.50 207.71 Total : 314.21
157285	2/12/2014	0000817 SHELLEY, TIM	020714		WELLNESS INCENTIVE	20.00 Total : 20.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157286	2/12/2014	0000822 SHRED-IT USA, INC	9403066180 9403066343		SHREDDING SHREDDING	49.50 84.10 Total : 133.60
157287	2/12/2014	0004487 SIEMENS INDUSTRY, INC	5567180577		SITRANS LUT400/7ML	2,136.07 Total : 2,136.07
157288	2/12/2014	0004184 SIPES, TAMRA	022814		FEB 2014/RACE COORDINATOR	2,546.00 Total : 2,546.00
157289	2/12/2014	0006542 SIPES, TAMRA	021014		EXP REIMB	89.21 Total : 89.21
157290	2/12/2014	0000831 SIX ROBBLEES', INC	14-277989-1 14-280893		POWDER FREE NITRILE G BRAKE VALVE/MARKERS/WORKLAMP	86.68 257.10 Total : 343.78
157291	2/12/2014	0000814 SKAGIT FARMERS SUPPLY	446597 446802		PROPANE GLOVES	52.77 25.08 Total : 77.85
157292	2/12/2014	0000853 SKAGIT RIVER STEEL & RECYCLING	38542		TUBE/CHANNEL	457.84 Total : 457.84
157293	2/12/2014	0000843 SOLID WASTE SYSTEMS, INC	0067265-IN 0067272-IN 0067279-IN		MACK VALVE ARM CYL PIN/RACE SELF ALIGNING ARM CYL PIN/RACE SELF ALIGNING	265.83 244.36 248.43 Total : 758.62
157294	2/12/2014	0000851 SPRINT	140239187		LONG DISTANCE	8.86 Total : 8.86
157295	2/12/2014	0000860 STANDARD INSURANCE COMPANY	012114		LIFE/POCFF	233.13 Total : 233.13
157296	2/12/2014	0003883 STAPLES BUSINESS ADVANTAGE	3219028486 3219866287 3219866288		PENS/POST-ITS/DESK CALENDARS/ST. WRLS OPTICAL BLK MSE MAKRERS/DESKPADS/TAPE/BINDER/C.	70.30 97.76 101.54

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157296	2/12/2014	0003883 STAPLES BUSINESS ADVANTAGE	(Continued)			
			3219866289		TAPE	104.54
			3219866290		TONER	86.63
			3219866291		STARTER KIT/STENO BOOKS/PAPER	35.41
			3220454343		CREDIT	-29.89
			3220454344		CREDIT	-79.88
			3220454346		TONER	291.06
			3220454347		TONER	151.98
			3220986278		TONER	257.38
			3220986279		TONER	257.38
			3220986280		TONER	257.38
			3220986281		TONER	234.12
			3220986284		LABELS	33.02
			3220986285		LABELS/WALL CALENDAR	33.59
					Total :	1,902.32
157297	2/12/2014	0000856 STATE AUDITOR'S OFFICE	L101325		2013 AUDIT SERVICES FOR 2012	961.40
					Total :	961.40
157298	2/12/2014	0000910 TRAFFIC SAFETY SUPPLY CO	979600		BAND-IT BOLTS	195.10
					Total :	195.10
157299	2/12/2014	0001053 TREASURER, WASHINGTON STATE	013114		COURT/BC FEES	14,829.74
					Total :	14,829.74
157300	2/12/2014	0004518 TRIANGLE CHARTER SERVICE, LLC	5040		JAN 2014/TRANSPORTATION	750.00
					Total :	750.00
157301	2/12/2014	0000923 UNITED PARCEL SERVICE	0000A0182W034		SHIPPING	18.80
					Total :	18.80
157302	2/12/2014	0000922 UNUM LIFE INSURANCE COMPANY	012014		LONG TERM CARE	142.20
					Total :	142.20
157303	2/12/2014	0004903 US BANK	4485591000611990		CREDIT CARD PURCHASES	1,225.26
					Total :	1,225.26
157304	2/12/2014	0004903 US BANK	4485591000119689		CREDIT CARD PURCHASES	1,099.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157304	2/12/2014	0004903 0004903 US BANK	(Continued)			Total : 1,099.00
157305	2/12/2014	0004903 US BANK	4485591000222970		CREDIT CARD PURCHASES	610.00
						Total : 610.00
157306	2/12/2014	0004903 US BANK	4485591000646855		CREDIT CARD PURCHASES	185.00
						Total : 185.00
157307	2/12/2014	0004903 US BANK	4485590100104948		CREDIT CARD PURCHASES	75.25
						Total : 75.25
157308	2/12/2014	0004903 US BANK	4485590001840921		CREDIT CARD PURCHASES	9.34
						Total : 9.34
157309	2/12/2014	0006156 US POSTAL SERVICE - HASLER	020414		POSTAGE	3,000.00
						Total : 3,000.00
157310	2/12/2014	0000934 UTILITIES UNDERGROUND LOCATION	4010171		JAN 2014/LOCATES	64.68
						Total : 64.68
157311	2/12/2014	0007364 VAUGHAM, LORNA	1		TRAVEL REFUND	20.00
						Total : 20.00
157312	2/12/2014	0003917 WALTON, DAVID	020714		WELLNESS INCENTIVE	20.00
						Total : 20.00
157313	2/12/2014	0001190 WASHINGTON CITY/COUNTY	1373884-64003955		MEMBERSHIP	168.00
						Total : 168.00
157314	2/12/2014	0003897 WELSHANS, KINDLE	TRAVEL ADVANCE		TRAVEL ADVANCE	177.50
						Total : 177.50
157315	2/12/2014	0000995 WEST, GARY	EXP REIMB		EXP REIMB	195.00
						Total : 195.00
157316	2/12/2014	0001039 WESTERN PETERBILT, INC	S810584		FLEET-WEB	493.40
						Total : 493.40
157317	2/12/2014	0001000 WHIDBEY AUTO PARTS, INC.	200132		O-RINGS	4.34

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157317	2/12/2014	0001000 WHIDBEY AUTO PARTS, INC.	(Continued)			
			200262		O-RINGS	4.34
			200320		SCAN TOOL BATTERY	76.08
			200498		SPARK PLUG/DISTRIBUTOR ROTOR/C/	36.51
			200511		O-RINGS	-8.67
			201230		BEARINGS	50.24
			201457		REMAN AD CARTRIDGE	152.35
					Total :	315.19
157318	2/12/2014	0000675 WHIDBEY COMMUNITY PHYSICIANS	110713-134		PHYSICAL/BIDDLE	225.00
					Total :	225.00
157319	2/12/2014	0001017 WHIDBEY PRINTERS	46675		CAMPING REMITTANCE ENVELOPES	310.88
					Total :	310.88
157320	2/12/2014	0001010 WHIDBEY TELECOM	3676395		CURRENT NET SERVICES	41.45
			3679555		ALARM MONITORING	63.05
					Total :	104.50
157321	2/12/2014	0001037 WORK OUTFITTERS	50542		BOOTS/WELSHANS	165.50
					Total :	165.50
157322	2/12/2014	0006775 WORKSAFE SERVICE, INC	186751		DRUG TESTS	180.00
					Total :	180.00
157323	2/12/2014	0001061 XEROX CORPORATION	701718388		DEC 2013/COPIER RENTAL	5,028.63
					Total :	5,028.63
157324	2/12/2014	0007222 YUNKER, ROBERT	1		TRAVEL REFUND	30.00
					Total :	30.00
157325	2/12/2014	0001067 ZEP SALES & SERVICE	9000759181		ZEPRESERVE AERO	390.44
					Total :	390.44
202 Vouchers for bank code : bank						Bank total : 297,317.26
202 Vouchers in this report						Total vouchers : 297,317.26

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02/12/2014 3:56:47PM

Voucher List
City of Oak Harbor

Bank code : bank

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
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RECOMMENDED ACTION

Authorize the Mayor to sign and submit the Application for Project Approval – GC/CM Delivery for construction of the new wastewater treatment plant (WWTP) to the State of Washington Capital Projects Advisory Review Board (CPARB) – Project Review Committee (PRC).

ATTACHMENTS

- Application for Project Approval – GC/CM Delivery



Clean Water Facility

**State of Washington
Capital Projects Advisory Review Board (CPARB)
Project Review Committee (PRC)**

**Application for Project Approval
GC/CM Delivery**

**Submitted by
City of Oak Harbor, Public Works Department, Engineering Division
February 21, 2014**

State of Washington
Capital Projects Advisory Review Board (CPARB)
Project Review Committee (PRC)

APPLICATION FOR PROJECT APPROVAL

TO USE THE
GENERAL CONTRACTOR/CONSTRUCTION MANAGER (GC/CM)
or DESIGN-BUILD (D-B) ALTERNATIVE CONTRACTING PROCEDURE

The CPARB PRC will only consider complete applications: Incomplete applications may result in delay of action on your application. Responses to Questions 1-8 and 10 should not exceed 20 pages (font size 11 or larger). Provide no more than six sketches, diagrams or drawings under Question 9. *(Note: A **Public Body** that is certified to use the GC/CM procedure and is seeking approval to use this procedure on a GC/CM project with a total project cost of less than **\$10 million** is not required to submit information for Questions 7 or 8.)*

1. Identification of Applicant

(a) Legal name of Public Body (your organization):

City of Oak Harbor
Public Works Department, Engineering Division

(b) Address:

865 SE Barrington Drive
Oak Harbor, WA 98277

(c) Contact Person Name: **Joe Stowell**
Title: **City Engineer**

(d) Phone Number: **360-279-4520**
Fax: **360-279-4507**
E-mail: **sstowell@oakharbor.org**

2. Brief Description of Proposed Project

Please describe the project in no more than two short paragraphs.

The City of Oak Harbor must replace two aging wastewater treatment facilities with a new facility that meets modern standards for reliability and performance. This Project will replace existing facilities with a new facility that will allow the City to provide continued reliable wastewater service to the community of Oak Harbor while protecting and preserving the surrounding environment.

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

The treatment capacity of the initial phase of the Project is expected to be 2.7 million gallons per day (mgd). The estimated project cost for the initial phase of the WWTP is \$67.7 million in 2011 dollars. The project will include the following components:

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

3. Projected Total Cost for the Project:

Note: By law, the D-B contracting procedure cannot be used unless the total cost of the project is over \$10 million. Although there is no total project cost requirement for using the GC/CM contracting procedure, every applicant must provide the information requested in Question 3.

A. Project Budget

Treatment Plant Construction	\$51,400,000
Outfall Construction	\$2,300,000
Property Acquisition	\$2,000,000
Engineering, Legal, Admin	\$12,000,000
Total	\$67,700,000

B. Funding Status

Please describe the funding status for the whole project.

(If funding is not available, please explain how and when funding is anticipated)

The City has been taking steps to provide funding for the proposed wastewater treatment facility. A “Sewer Cost of Service Study” (Rate Study) (HDR, September 2010) recommended the wastewater treatment facility project to be funded by a combination of sewer reserves, capital paid directly by rates, with the remainder borrowed through revenue bonds. The Rate Study recommended ramping rates up each year over a nine-year period (2010 through 2018) to meet the estimated debt service payments.

With monthly sewer rates at \$36.52 per month in 2009, the Rate Study projected rates would need to be \$92.20 per month by 2018 to pay for the anticipated debt service. The surplus revenue generated by the rates would be set in reserve to reduce the amount of debt service required to fund the project.

Following the Rate Study, Ordinance 1587 established the first six years of rate increases set out by the study. By the year 2015 the monthly rate for sewer service

will be \$64.75. The City is currently updating the Rate Study and anticipates adopting a rate schedule that will extend through completion of the project.

In addition to rates and bonding, the City has submitted two applications for Clean Water State Revolving Funds. If successful, the City would receive low interest loans to help offset financing costs.

4. **Anticipated Project Design and Construction Schedule**

Please provide:

- The anticipated project design and construction schedule, including (1) procurement; (2) hiring consultants if not already hired; and (3) employing staff or hiring consultants to manage the project if not already employed or hired. *(See Attachment B for an example schedule.)*

Project Milestones:

Complete Facilities Plan	Q4, 2013--Complete
Preliminary Design	April, 2013-April, 2014
Submit PRC Application	Feb 21, 2014
PRC Presentation	March 27, 2014
Issue GCCM RFQ	March 28, 2014
Shortlist, Interview, Select GCCM	April 14-25, 2014
Final Design Phase, Preconstruction Servs.	April, 2014-April, 2015
Plant Construction, Commissioning	June 2015-Sept 2017
Plant Start up	Q4, 2017

- If your project is already beyond completion of 30% drawings or schematic design, please list compelling reasons for using the GC/CM or D-B contracting procedure.

N/A

5. **Why the GC/CM or D-B Contracting Procedure is Appropriate for this Project**

Please provide a detailed explanation of why use of the contracting procedure is appropriate for the proposed project. Please address the following, as appropriate:

For GC/CM projects:

- If implementation of the project involves complex scheduling, phasing, or coordination, what are the complexities?
- If the project involves construction at an existing facility that must continue to operate during construction, what are the operational impacts on occupants that must be addressed? *(Please identify functions within the existing facility which require relocation during construction and how construction sequencing will affect them. As part of your response you may refer to the drawings or sketches that you provide under Question 9.)*
- If involvement of the GC/CM is critical during the design phase, why is this involvement critical?
- If the project encompasses a complex or technical work environment, what is this environment?

- If the project requires specialized work on a building that has historical significance, why is the building of historical significance and what is the specialized work that must be done?

The Oak Harbor Clean Water Facility meets four of the five GCCM criteria.

Complex phasing and scheduling is involved

The most efficient, least-risk schedule involves starting the site development activities in the summer and fall of 2015 prior to completion of 100% construction documents as well as critical systems procurement including the Membrane Biological Reactor vendor. GCCM supports phased release and execution of bid packages. Subject to confirmation with our selected GCCM, we are currently planning several major bid packages: sitework, the MBR vendor, and possibly the mechanical and electrical contractors using MCCM and ECCM processes.

The Project involves construction at an existing, operating treatment facility.

Critical portions of this facility must be maintained in reliable operating condition throughout the construction phase.

GCCM involvement is critical during the design phase

In order to maximize the value of allocated funds, increase the financial and schedule predictability and coordinate the complex process control systems, GCCM involvement is critical

The project involves complex and technical work environment

Complex and technical systems within a waste water treatment environment include but not limited to: complex and challenging geotechnical conditions; elaborate earthwork, shoring, and dewatering requirements; integrated process control systems; MBR vendor selection; and work on a sensitive waterfront site.

6. Public Benefit

In addition to the above information, please provide information on how use of the GC/CM or D-B contracting procedure will serve the public interest. For example, your description must address, but is not limited to:

- How this contracting method provides a substantial fiscal benefit; or
- How the use of the traditional method of awarding contracts in a lump sum (the “design-bid-build method”) is not practical for meeting desired quality standards or delivery schedules.

GC/CM will benefit the public by increasing predictability and reducing financial risks

GC/CM delivery improved cost and schedule predictability beyond that available using Design-Bid-Build. With the core team members involved during design, cost comparison, value engineering and constructability review efforts are more accurate and more robust.

A qualification-based contractor selection helps ensure quality execution

Only a limited number of contractors have WWTP experience for a project of this scale and GCCM delivery will help ensure the contractor that builds this project is qualified and experienced.

Planning, coordinating and executing complex building systems is best done with collaboration between designers and builders throughout the process.

GCCM construction supports close collaboration during design, buyout, and construction and the use of modern technologies including Building Information Modeling, Virtual Design and Construction and early award of mechanical electrical subcontracts through ECCM and MCCM.

7. Public Body Qualifications

Please provide:

- A description of your organization's qualifications to use the GC/CM or D-B contracting procedure.
- A **Project** organizational chart, showing all existing or planned staff and consultant roles. *Note: The organizational chart must show the level of involvement and main responsibilities anticipated for each position throughout the project (for example, full-time project manager). If acronyms are used, a key should be provided. (See Attachment C for an example.)*
- Staff and consultant short biographies (not complete résumés).
- Provide the **experience and role on previous GC/CM or D-B projects** for each staff member or consultant in key positions on the proposed project. (See Attachment D for an example.)
- The qualifications of existing or planned for project manager and consultants. *Note: For design-build projects, you must have personnel who are independent of the design-build team, knowledgeable in the design-build process, and able to oversee and administer the contract.*
- The qualifications of an interim project manager until your organization has employed staff or hired a consultant as the project manager. Also indicate whether sufficient funds are available for this purpose and how long it is anticipated the interim project manager will serve. *Note: This information is required only if your organization has yet to select a project manager at the time of application.*
- A brief summary of the construction experience of your organization's project management team that is relevant to the project.
- A description of the controls your organization will have in place to ensure that the project is adequately managed.
- A brief description of your planned GC/CM or D-B procurement process.
- Verification that your organization has already developed (or provide your plan to develop) specific GC/CM or D-B contract terms.

The City of Oak Harbor will be managing the project with a combination of experienced in-house staff supplemented by GC/CM consulting expertise with OAC and Carollo Engineers.

The City Engineer, Joe Stowell is leading the overall design, siting, permitting and funding effort supported by Project Manager John Picconne. Both John and Joe will be involved during the pre-construction phase interacting with the designer and contractor.

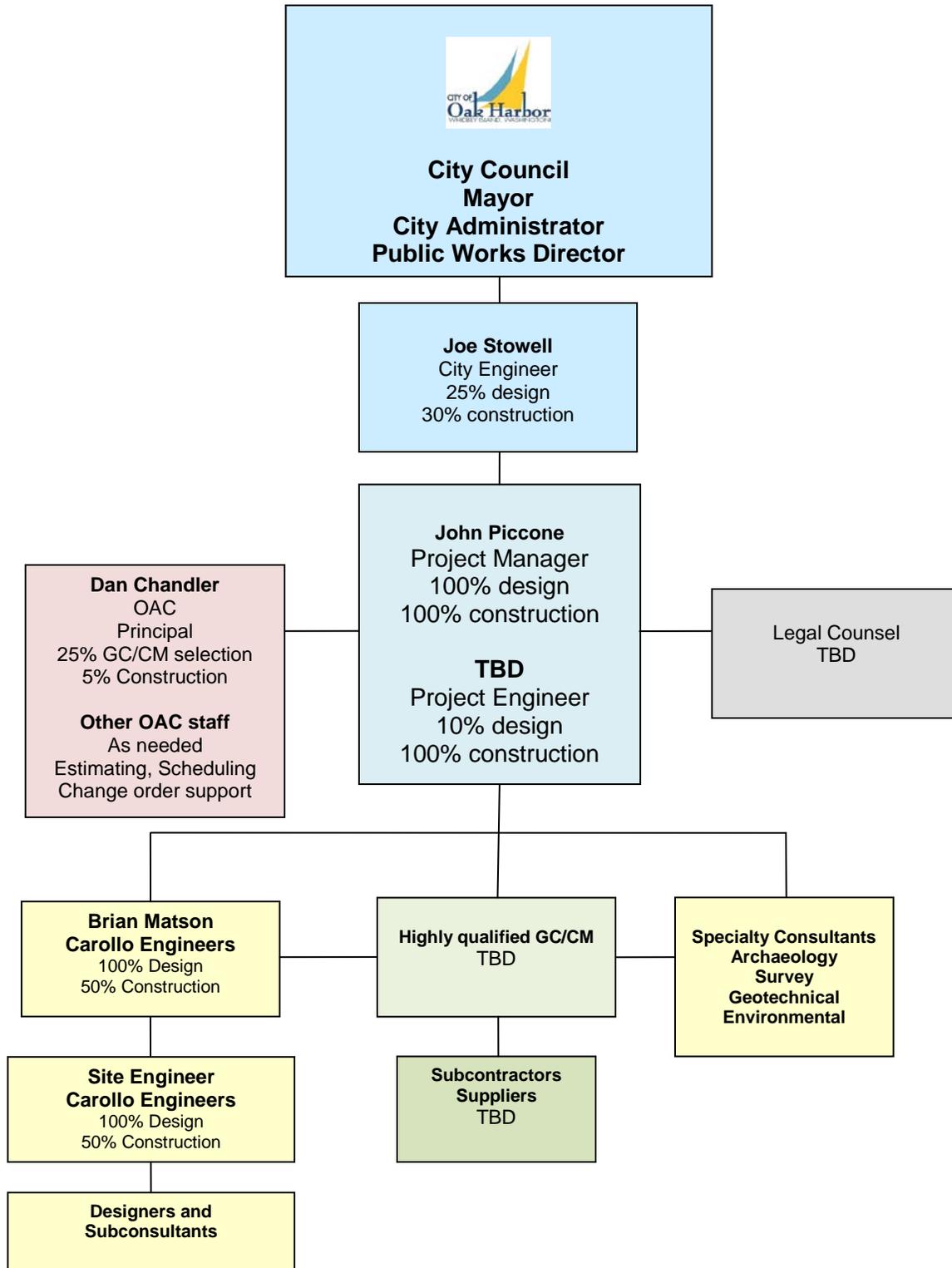
John will take the lead for the City on subcontractor and supplier buyout supported by OAC's Dan Chandler.

Dan will take the lead on GC/CM procurement including drafting procurement documents, leading discussion on evaluation, interviews and fee proposals.

Carollo's Brian Matson, an experienced GC/CM practitioner will help maximize the value of contractor involvement in pre-construction, buyout and execution.

Joe, John, Dan and Brian will collaborate with legal counsel in the development of contract language.

Project Organization Chart



The Project Team

Joe Stowell, City Engineer

Mr. Stowell has 18 years of experience as a professional civil engineer specializing in water and sewer capital improvement projects. Mr. Stowell has worked as project manager on several complex water and sewer expansion projects. Most notably, Mr. Stowell was responsible for managing a \$100 million water importation project in Reno, NV. As City Engineer, Mr. Stowell is responsible for planning and implementation of the City's capital improvement program. Mr. Stowell successfully collaborates with local businesses, citizens and the city government.

John Piccone, Project Manager

Mr. Piccone has 18 years of combined engineering and construction management experience. As a professional civil engineer he has managed numerous large civil infrastructure projects at the local, state and federal levels using traditional design/bid/build. Mr. Piccone has past experience as the civil project manager on several design build projects as well including the planning, design and construction phases of the work. In addition to his professional engineering experience; Mr. Piccone owned and operated a general contracting company for 7 years and his engineering experience is complimented with a thorough understanding construction management and the general contraction business.

City of Oak Harbor Project Engineer-Inspector

The City is fully committed to managing the project with adequate and capable staff members supported by Carollo Engineers and OAC Services for GC/CM procurement and management. In addition to Mr. Stowell and Mr. Piccone, the City plans to employ a full time project engineer-inspector to support the project during construction.

Brian Matson, Principal, Carollo Engineers

Brian is a Senior Project Manager at Carollo Engineers with nearly 20 years of experience in wastewater planning, design, and construction support services. Brian has served as the Project Manager on Oak Harbor's project since planning began in 2010. In the past eight years he has also managed a series of wastewater design projects that have led to facilities with a constructed value of nearly \$200 million. These include:

Site Engineer Carollo Engineers

In addition to specialty engineers and subconsultants assigned to the project, Carollo Engineers plans to have one full-time, on-site engineer to support the project during construction including design coordination, submittal reviews, quality assurance and other duties.

Dan Chandler, Principal, OAC Services

Mr. Chandler leads one of the region's premier project management consulting firms and will support the Oak Harbor Clean Water project with GCCM, ECCM and MCCM procurement, onboarding, contracting and GMP negotiations. A veteran of 36 alternative delivery projects including 22 GCCM projects, Mr. Chandler will work closely with the overall team to bring GCCM best practices to the project and help the City of Oak Harbor build its internal management capability.

Cost and schedule support staff, OAC Services

In addition to Mr. Chandler, OAC maintains a staff of 50 project management professionals including 12 staff members with GC/CM experience, Certified Cost Estimators and scheduling specialists. The City of Oak Harbor will have access to this support staff as needed throughout the design and construction period to review contractor-prepared estimates, proposed change orders, schedules and payment applications if needed.

Organizational Controls

The City of Oak Harbor has existing project controls and reporting systems to effectively manage, the scope, schedule and budget for the project and is currently working with OAC and Carrollo to further develop systems for the Clean Water Project. Budget tracking tools will establish the overall detailed budget to be approved by the Oak Harbor City Council and then track actual expenses and forecast future costs. Schedule progress will be tracked against the master schedule.

Planned GC/CM Process

The City of Oak Harbor is planning on utilizing a customized owner-contractor agreement along developed by legal counsel. In addition, Oak Harbor is planning on a comprehensive Pre-Construction Services scope of work and General Requirements (Division 01) that will be coordinated thoroughly with the contract agreement for the GC/CM construction procurement within Washington State.

Preparation of the GC/CM RFP and selection process will be based on an OAC standard form and modified with the latest lessons learned from other public owners. This process will include selection criteria, interviews and final selection evaluations.

The roles and responsibilities of the owner, construction management team, architect, and the GC/CM are defined and coordinated through a number of responsibilities and contractual requirements.

GC/CM Procurement

Oak Harbor is planning on using a three-phased GC/CM selection model:

1. Public outreach followed by a Request for Qualifications
 - a. Focusing on relevant experience, proposed team and approach

- b. Short list for interviews—three, possible four firms
- 2. Extensive interviews, site and office visits
 - a. Focusing on team members proposed
- 3. Fee and Specified General Conditions Bidding
 - a. Focusing on competitive but reasonable fees

OAC and Oak Harbor will be comparing previous procurement approaches for refinement and implementation on this project.

8. Public Body (your organization) Construction History:

Provide a matrix summary of your organization's construction activity for the past six years outlining project data in content and format per the attached sample provided: *(labeled Att. 'E')*

- Project Number, Name, and Description
- Contracting method used
- Planned start and finish dates
- Actual start and finish dates
- Planned and actual budget amounts
- Reasons for budget or schedule overruns

Please refer to Attachment B.

9. Preliminary Concepts, sketches or plans depicting the project

To assist the PRC with understanding your proposed project, please provide a combination of up to six concepts, drawings, sketches, diagrams, or plan/section documents which best depict your project. In electronic submissions these documents must be provided in a PDF or JPEG format for easy distribution. Some examples are included in attachments E1 thru E6. At a minimum, please try to include the following:

- A overview site plan (indicating existing structure and new structures)
- Plan or section views which show existing vs. renovation plans particularly for areas that will remain occupied during construction.

Note: applicant may utilize photos to further depict project issues during their presentation to the PRC

Please refer to Attachment C.

10. Resolution of Audit Findings on Previous Public Works Projects

There have been no audit findings against the City of Oak Harbor on public works projects by the State of Washington for the past 10 years.

Caution to Applicants

The definition of the project is at the applicant's discretion. The entire project, including all components, must meet the criteria to be approved.

Signature of Authorized Representative

In submitting this application, you, as the authorized representative of your organization, understand that: (1) the PRC may request additional information about your organization, its construction history, and the proposed project; and (2) your organization is required to submit the information requested by the PRC. . You agree to submit this information in a timely manner and understand that failure to do so shall render your application incomplete.

Should the PRC approve your request to use the GC/CM or D-B contracting procedure, you also understand that: (1) your organization is required to participate in brief, state-sponsored surveys at the beginning and the end of your approved project; and (2) the data collected in these surveys will be used in a study by the state to evaluate the effectiveness of the GC/CM or D-B process. You also agree that your organization will complete these surveys within the time required by CPARB

Signature_____

Name (please print): Scott Dudley

Title: Mayor

Date: February 21, 2014

ATTACHMENT “A” Team Experience

The following table lists some (but not all) of the relevant Alternative Delivery Experience of the Oak Harbor team.

Name	Summary of Experience	Projects	Construction Budget	Procurement Type	Role During Project Phases		
					Pre-Design	Design	Construction
Joe Stowell	City Engineer	SE Pioneer Way Reconstruction Project	\$8.5M	D/B/B	PM	PM	PM
		North Reservoir	\$5.5M	D/B/B	PM	PM	PM
		Vidler Water Importation Project	\$100M	D/B/B	PM	PM	PM
		Heppner Water System Expansion	\$7.5M	D/B/B	PM	PM	PM
		Spanish Springs Sewer Phase 1a	\$7M	D/B/B	PM	PM	PM
John Piccone, P.E.	Project Manager	VA Fuel Stations	\$1M	DB	PM	PM	PM
		Townsend Street Improvement	\$3M	D/B/B	PM	PM	PM
		Helena Aviation Readiness Center	\$55M	DB	PM	PM	NA
		Fort Harrison Infrastructure II & III	\$6M	D/B/B	PM	PM	PM
		MSU North Hedges	\$20M	DB	PM	PM	PM
Brian Matson, PE	Principal Carollo Engineers	Willow Lake WWTP, Salem OR	\$96M	CM/GC*	PIC	PIC	PIC
		Post Point WWTP, Bellingham	\$50M	GC/CM	PIC	PIC	PIC
		Everett WWTP Improvements	\$25M	GC/CM	PIC	PIC	PIC
Dan Chandler, PE, AIA	Principal, OAC Services PM CM Consulting Firm	Mason General Hospital	\$40M	GC/CM	PM PIC	PM PIC	PM PIC
		Nine Mile Falls Elementary Schools	\$19M	GC/CM	PM PIC	PM PIC	PM PIC
		Olympia City Hall	\$40M	D/B	PM PIC	PM PIC	PM PIC
		Six Clover Park Elementary Schools	\$140M	GCCM	PM PIC	PM PIC	PM PIC
		Norrhside Residence Hall, WSU	\$35M	DB	PM PIC	PM PIC	PM PIC

*CM/GC is Oregon’s version of GC/CM

ATTACHMENT "B"

Public Project Experience

The following table lists some (but not all) of City of Oak Harbor capital projects executed from 2000-2014.

Project Name	Construction Costs		Delivery Method	Planning Start	Construction Start	Project Completion		Explanation of Budget or Schedule Overruns
	Planned	Actual				Planned	Actual	
Barrington Drive Extension	\$.2M	\$.2M	D/B/B	Feb-05	Oct-06	Feb-07	Jun-07	
Fort Nugent Park Phase 3	\$1.1M	\$1.1M	D/B/B	Mar-06	Jul-07	Jun-06	Nov-07	
SE Pioneer Way Water Main Replacement	\$.3M	\$.3M	D/B/B	Jan-02	Apr-08	Jun-08	Jun-08	
Scenic Heights Lift Station	\$1.1M	\$1.2M	D/B/B	Apr-05	May-07	Nov-07	Jul-08	
Lagoon Improvements	\$1.7M	\$1.6M	D/B/B	Feb-07	Oct-07	Apr-08	Aug-08	
NE 7th Sewer Extension	\$.1M	\$.1M	D/B/B	May-07	Sep-08	Oct-08	Sep-08	
SR20 Quiet Cove 24-inch Transmission Main Relocation	\$1.5M	\$2.0M	D/B/B	Sep-05	Jan-08	Jul-08	Nov-09	
Goldie Road Sewer Extension	\$2.1M	\$1.2M	D/B/B	Apr-08	Aug-09	May-10	Apr-10	
Regatta Water Extension	\$.9M	\$.5M	D/B/B	May-06	Jun-10	Aug-10	Aug-10	
Oak Harbor Street Reconstruction	\$2.0M	\$1.6M	D/B/B	Apr-05	Mar-10	Jul-10	Sep-10	
SE Pioneer Way Reconstruction	\$3.9M	\$4.4M	D/B/B	Apr-09	Feb-11	Sep-11	May-12	Archaeology
Gun Club Road Water Mains	\$2.4M	\$1.0M	D/B/B	May-09	May-12	Oct-12	Nov-12	
North Reservoir	\$5.5M	Under Const	D/B/B	May-09	May-13	Mar-14	N/A	

ATTACHMENT "C"

Site Plan and Preliminary Drawings

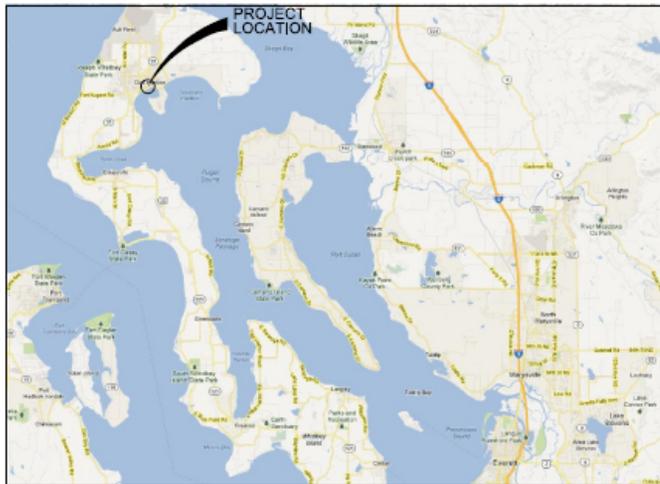
CITY OF OAK HARBOR



OAK HARBOR WASTEWATER TREATMENT PLANT

AUGUST 2013

CONCEPTUAL DESIGN SUBMITTAL



VICINITY MAP
NOT TO SCALE

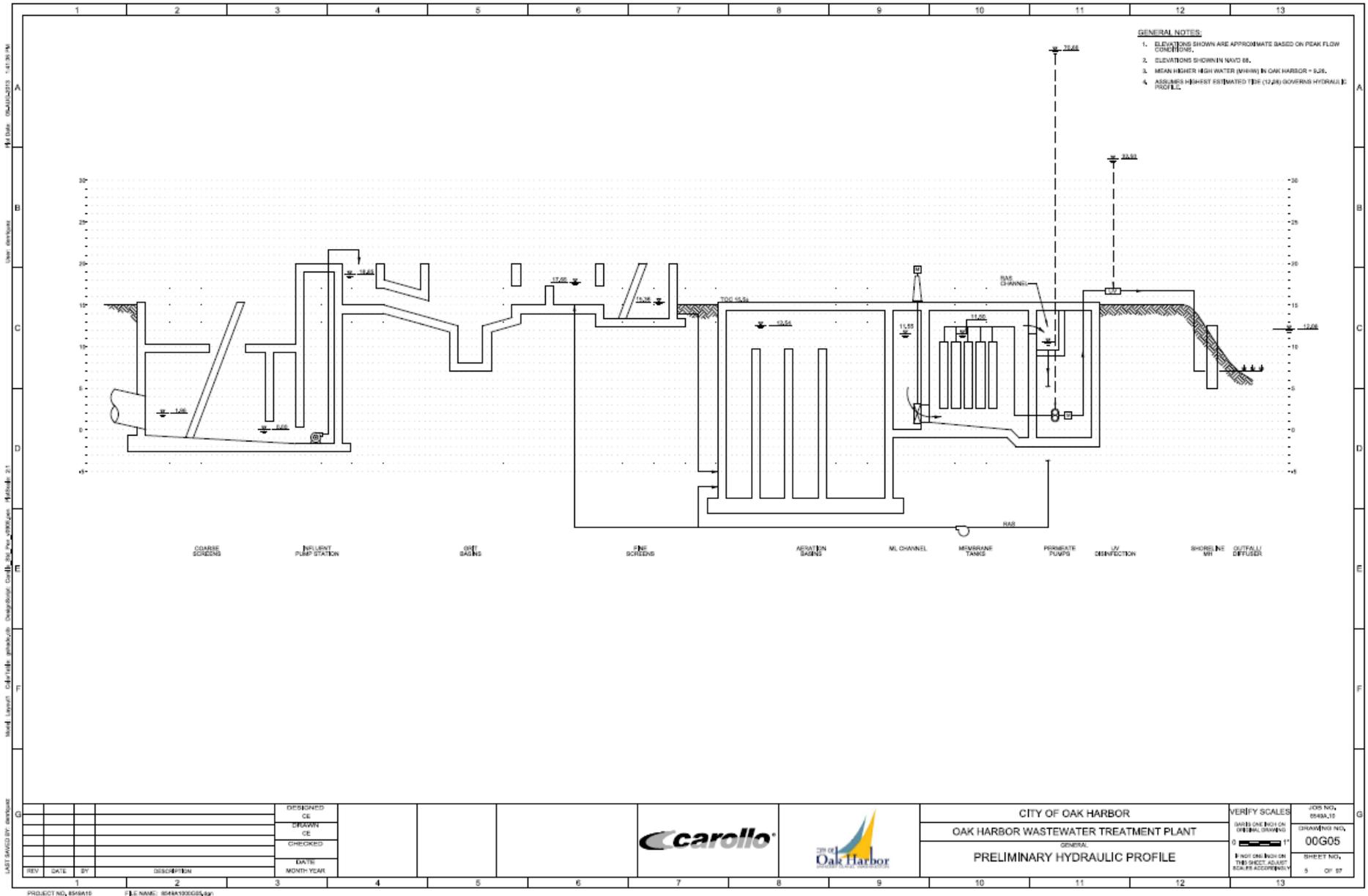


LOCATION MAP
NOT TO SCALE



JOB NO.	050A.13
DRAWING NO.	00G01
SHEET NO.	1 OF 37

PROJECT NO. 050A.13
 FILE NAME: 050A1300G01.dwg
 LAST PLOTTED BY: user
 PLOT DATE: 10/11/2013 1:03:30 PM



REV	DATE	BY	DESCRIPTION

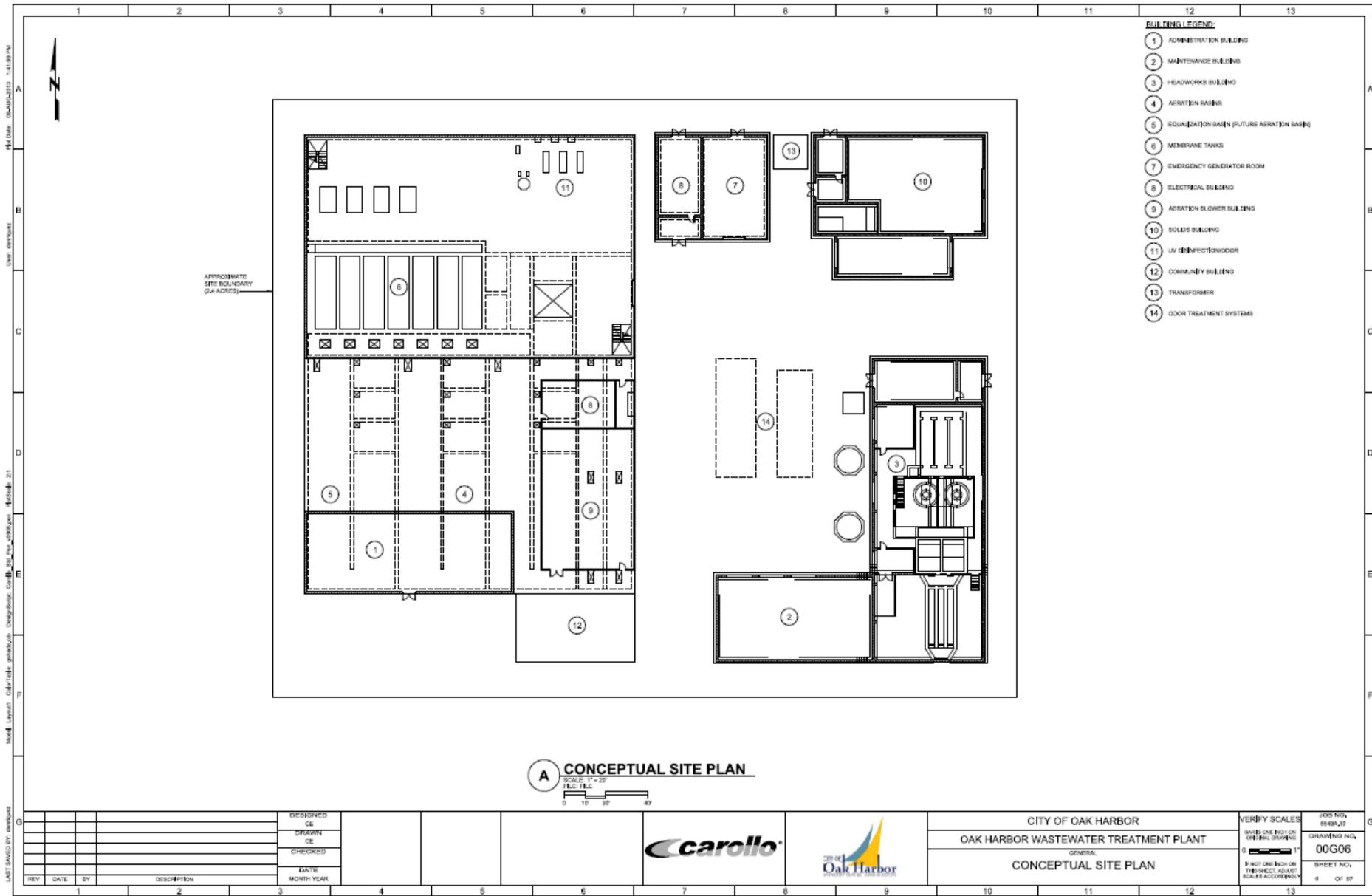
DESIGNED CE			
DRAWN CE			
CHECKED			
DATE MONTH-YEAR			




CITY OF OAK HARBOR
OAK HARBOR WASTEWATER TREATMENT PLANT
GENERAL
PRELIMINARY HYDRAULIC PROFILE

VERIFY SCALES	JOB NO.
SCALE ONE INCH ON ORIGINAL DRAWING	00G05
SCALE TWO INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY	SHEET NO.
	5 OF 57

PROJECT NO. 058410 FILE NAME: 0544190005.dwg



- BUILDING LEGEND:**
- 1 ADMINISTRATION BUILDING
 - 2 MAINTENANCE BUILDING
 - 3 HEADWORKS BUILDING
 - 4 AERATION BASINS
 - 5 SQUARE AERATION BASIN (FUTURE AERATION BASIN)
 - 6 MEMBRANE TANKS
 - 7 EMERGENCY GENERATOR ROOM
 - 8 ELECTRICAL BUILDING
 - 9 AERATION SLOWER BUILDING
 - 10 SOLIDS BUILDING
 - 11 UV DISINFECTION HOOD
 - 12 COMMUNITY BUILDING
 - 13 TRANSFORMER
 - 14 ODOR TREATMENT SYSTEMS

A CONCEPTUAL SITE PLAN
 SCALE: 1" = 20'
 0 10 20 40'

REV	DATE	BY	DESCRIPTION

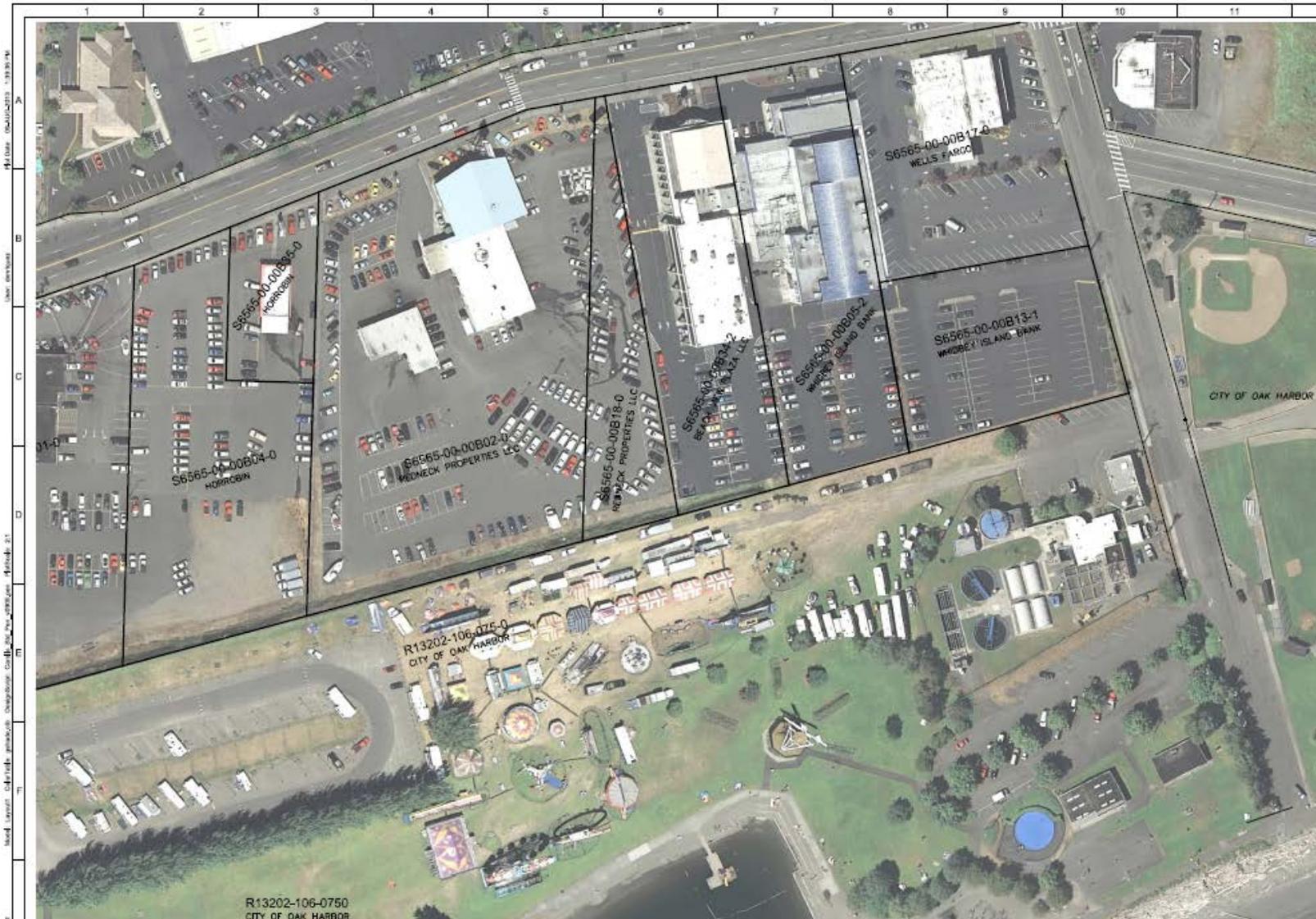
DESIGNED CE			
DRAWN CE			
CHECKED 			
DATE: MONTH-YEAR			



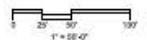
CITY OF OAK HARBOR
 OAK HARBOR WASTEWATER TREATMENT PLANT
 GENERAL
 CONCEPTUAL SITE PLAN

VERIFY SCALES (BASED ON INCH ON ORIGINAL DRAWING)	JOB NO. / SHEETS
1"	00G06
8" (NOT ONE INCH ON THIS SHEET - ADJUST SCALES ACCORDINGLY)	SHEET NO. / OF 57

PROJECT NO. 0546410 FILE NAME: 0546410000.dwg



- GENERAL NOTES**
- GENERAL NOTES APPLY TO ALL CDD DRAWINGS.
 - ALL STRUCTURAL COORDINATES ARE TO OUTSIDE CORNER OF COLUMN OR BUILDING WALL UNLESS OTHERWISE NOTED.
 - ALL PIPING EXTERIOR TO THE LIMITS OF EXCAVATION FOR STRUCTURES SHALL BE TRENCHED PER TYPICAL DETAIL PERD AND THE SPECIFICATIONS UNO.
 - UNLESS SHOWN OTHERWISE, THE MINIMUM COVER DEPTH FROM FINISH GRADE TO TOP OF PIPE SHALL BE 3 FT.
 - ALL BURIED VALVES SHALL BE INSTALLED IN VALVE BOXES PER TYPICAL DETAIL PERD AND PEN.
 - VALVES THAT ARE MADE OF PLASTIC SHALL NOT BE USED IN BURIED APPLICATIONS EXCEPT FOR EXHAUSTION SERVICE.
 - UNLESS OTHERWISE INDICATED, ALL POTABLE WATER LINES INCLUDING FIRE WATER SHALL BE INSTALLED A MINIMUM OF 10 FT HORIZONTALLY FROM AND 1 FT DEEPER THAN ALL NON-POTABLE LINES LOCATED PARALLEL TO THE POTABLE WATER LINES.
 - UNLESS OTHERWISE INDICATED, ALL POTABLE WATER LINES INCLUDING FIRE WATER SHALL BE INSTALLED A MINIMUM OF 1 FT DEEPER THAN ALL NON-POTABLE LINES CROSSING THE POTABLE WATER LINES.
 - LOCATOR WERE SHALL BE PROVIDED IN ACCORDANCE WITH THE SPECIFICATION FOR ALL PIPING PER TYPICAL DETAILS 3000, PERFORM LOCATOR TEST FOR ALL WIPES.
 - ISOLATED PIPING SHALL HAVE UNDERGROUND WARNING AND LOCATION TAPS.
 - UNLESS SPECIFIED OTHERWISE IN THE SCHEDULE, ALL BURIED PIPING SHALL BE SELF-RESTRAINING, MECHANICAL RESTRAINT SYSTEMS THAT RELY ON WEIGHTS, LIDS AND HOLES ARE NOT ACCEPTABLE.
 - ALL PIPING JOINTS SHALL BE MECHANICALLY RESTRAINED JOINTS, EXCEPT GRAVITY FLOW PIPING IN CONCRETE ENCASUREMENT, SUCH PIPING MAY BE UNRESTRAINED, THE USE OF TUBULE BLOCKS IS NOT ACCEPTABLE.
 - CONCRETE ENCASE PIPING LOCATED BENEATH STRUCTURES, CONCRETE SLABS, AND SIDEWALKS, PER TYPICAL DETAIL PERD.
 - CONTRACTOR SHALL INCLUDE IN THE BIDDING 20 GUARD POSTS IN ADDITION TO THOSE CALLED OUT ON PLANS INSTALLED PER TYPICAL DETAIL PERD. LOCATIONS SHALL BE DETERMINED IN THE FIELD BY THE OWNER PRIOR TO FINAL PAVING AND GRADING.
 - UPON TO HYDROSTATIC TESTING, CONTRACTOR SHALL HAVE EACH PIPING SYSTEM PROPERLY RESTRAINED.
 - THE CONTRACTOR SHALL MAINTAIN AT ALL TIMES ADEQUATE DRAINAGE PATTERNING AT THE SITE. WATER SHALL NOT BE ALLOWED TO POND OR STAND DUE TO CONTRACTOR'S ACTIVITIES.
 - REFER TO SECTION 0140 AND OTHER APPLICABLE SECTIONS FOR WORK RESTRICTIONS AND CONDITIONS.



DESIGNED BY	DATE	BY	DESCRIPTION
DRAWN AS			
CHECKED BY			
DATE	MONTH	YEAR	

PROJECT NO. 858416	FILE NAME: 858416CDD.dwg
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CITY OF OAK HARBOR
 OAK HARBOR WASTEWATER TREATMENT PLANT
 CDD
 VICINITY PLAN

VERIFY SCALES	JOB NO. 858416
SCALE ONE INCH ON SHEET EQUALS 100'	DRAWING NO. 10C01
IF NOT ONE INCH ON THE SHEET ADJUST SCALES ACCORDINGLY	SHEET NO. 9 OF 07

**City of Oak Harbor Clean Water Treatment Plant
GC/CM Procurement Schedule**

City of Oak Harbor Clean Water Facility---GCCM Procurement Schedule

Activity	Responsibility	February							March							April							May		
		3	10	17	24	31	7	14	3	10	17	24	31	7	14	21	28	5	12	19					
Project Review Committee Application																									
Complete application	Chandler	[Blue bar]																							
City Council approves PRC application	Stowell																								
Submit application	Stowell																								
Receive PRC questions	Stowell																								
Respond to PRC questions	Chandler																								
Present to PRC	Stowell, Chandler, Matson																								
Obtain GCCM Approval	PRC																								
GC/CM Procurement																									
Assemble Evaluation Committee	Stowell	[Pink bar]																							
Brief Evaluation Committee on Process	Chandler, Stowell	[Pink bar]																							
Prepare Request for Qualification (RFQ)	Chandler	[Pink bar]																							
City Council approves RFQ																									
Advertise, Distribute RFQ's	Stowell																								
SOQ response period--three weeks	Proposers															[Green bar]									
Receive, evaluate SOQ's, short-list	Eval Committee, Chandler facilitates																								
Complete GCCM contract	Stowell, Chandler								[Pink bar]																
Distribute RFP, contract, current documents	Stowell																								
Site visits by finalists to Oak Harbor	Stowell organizes, Finalists attend																								
Presentations by Finalists, complete interview scores	Finalists																								
Open fee proposals, announce high scoring proposal	Stowell, Chandler																						[Red bar]		
GC/CM Team Integration																									
Negotiation pre-construction scope and fee	Stowell, GCCM, Chandler																						[Green bar]		
Obtain Council approval of GCCM	Stowell																						[Red bar]		
Execute GCCM agreement	GCCM, Stowell																						[Green bar]		
Kickoff meeting	GCCM, City, Carollo, OAC																						[Green bar]		
Preconstruction services	City, Carollo, GCCM																						[Green bar]		

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

Bill No. C/A 4.e
Date: February 18, 2014
Subject: Wastewater Treatment Plant
General Contractor / Construction Manager
Request for Qualification

**FROM: Cathy Rosen, Public Works Director
Joe Stowell, City Engineer**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Scott Dudley, Mayor
 Larry Cort, City Administrator
 Doug Merriman, Finance Director
 Grant Weed, Interim City Attorney, as to form

PURPOSE

The purpose of this agenda bill is to authorize staff to advertise a request for qualifications (RFQ) to select a General Contractor / Construction Manager (GC/CM) for the new wastewater treatment plant (WWTP) project.

FISCAL IMPACT DESCRIPTION

Funds Required: \$1000 (advertisement)
Appropriation Source: Wastewater Fund

SUMMARY STATEMENT

On December 3, 2013, City Council approved Resolution 13-32 directing staff to pursue the alternative delivery method of General Contractor / Construction Manager (GC/CM) for construction of the new WWTP.

At this evening's council meeting (February 18, 2014), staff requested approval to submit an application to the Project Review Committee (PRC) of the Capital Projects Advisory Review Board (CPARB). The approval process consists of a written application to be submitted by March 3, 2014 and a presentation to the PRC on March 27, 2014. A decision from the PRC is expected at the end of the presentation.

In anticipation of approval by the PRC, staff is preparing a request for qualifications to begin the selection process of a GC/CM for the WWTP project. This agenda bill seeks approval from City Council to begin advertising the RFQ on March 28, 2014, immediately following approval from the PRC.

Selection of a GC/CM will be a multi-step process.

1. Review GC/CM qualifications
2. Interview short list
3. Request for Price Proposal
4. Selection based on SOQ, Interview and Price Proposal

Scoring criteria and proposed interview questions will be reviewed with the selection committee prior to release of the RFQ on March 28, 2014.

Staff proposes the following GC/CM selection committee members.

Voting members

- Scott Dudley, Mayor
- Council Member
- Council Member
- Larry Cort, City Administrator
- Cathy Rosen, Public Works Director
- Joe Stowell, City Engineer
- John Piccone, Project Engineer

Non-voting members

- Brian Matson, Carollo Engineers
- Dan Chandler, OAC, Facilitator

CITY COUNCIL WORKSHOP

While GC/CM has been discussed in general on several occasions, this specific agenda bill has not been discussed at a City Council workshop.

RECOMMENDED ACTION

Authorize staff to advertise a request for qualifications (RFQ) to select a General Contractor / Construction Manager (GC/CM) for the new wastewater treatment plant (WWTP) project.

ATTACHMENTS

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

Bill No. C/A 4.f
Date: February 18, 2014
Subject: Janitorial Services Contract

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Scott Dudley, Mayor
 Larry Cort, City Administrator
 Doug Merriman, Finance Director
 Grant Weed, Interim City Attorney, as to form

PURPOSE

The purpose of this agenda bill is to authorize the Mayor to sign the janitorial contract with the vendor as determined by the Washington State Department of Enterprise Services.

FISCAL IMPACT DESCRIPTION

Funds Required: \$33,756.74
Appropriation Source: 129/001.50/001.45/510.50

SUMMARY STATEMENT

The City utilizes a professional janitorial service to provide general cleaning of City Hall, Police Department, Senior Center and the Public Works Department buildings. By contracting with one company the City has been able to lower the overall cost for these services. The current contract with Covenant Janitorial has expired.

In February of 2013, during a monthly workshop meeting, staff brought forward the desire to utilize contract number 00508 as provided by the Washington State Department of Enterprise Services. The contract is designed to streamline the process for janitorial services. They have a pre-qualified list of vendors that have been thoroughly screened, background checked, reference checked, etc.

By utilizing this State contract, the City benefitted by having extremely competitive pricing, a large pool of pre-qualified vendors to handle any size job, MWBE participation and flexibility. The process was easy and took very little staff time because the State prepared the request for qualifications based on our needs and expectations and evaluated the results.

Four vendors submitted a cost proposal to the State. The apparent successful bidder for RFQQ 21700 is \$33,756.74 a year, which calculates out to \$2,813.06 per month. Our current monthly cost is \$3,465.40. By switching to the new vendor the City will save \$652.34 a month. The term of the contract is one year with the option to renew for nine consecutive years. There is also an early termination clause built into the contract should we have any issues. The State does not reveal the names of bidders until after the bid has been accepted by the City. They believe this protects the vendor from protest due to any perceived favoritism.

City Council approval is required per Municipal Code 2.39 Contract Authority. Therefore, staff is seeking City Council authorization to have the Mayor enter into a contract with the successful bidder in

the amount of \$33,756.74 a year.

STANDING COMMITTEE REPORT

This item was reviewed at the monthly workshop on February 26, 2014.

RECOMMENDED ACTION

I move to authorize the Mayor to sign the janitorial services contract with the vendor as determined by the Washington State Department of Enterprise Services in the amount of \$33,756.74.

ATTACHMENTS

City of Oak Harbor
City Council Agenda Bill

Bill No. C/A 4.g
Date: February 18, 2014
Subject: Stay Sail RV Park Camera System
Purchase

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

SD Scott Dudley, Mayor
LC Larry Cort, City Administrator
DM Doug Merriman, Finance Director
GW Grant Weed, Interim City Attorney, as to form

PURPOSE

The purpose of this agenda bill is to authorize the purchase of one surveillance camera system to be used at the Stay Sail RV Park for the Parks Division in the amount of \$10,549.00.

FISCAL IMPACT DESCRIPTION

Funds Required: \$10,549.00
Appropriation Source: 001.70.594.076.6400

SUMMARY STATEMENT

Included in the 2013-2014 biennial budgets are funds to procure and install a surveillance camera system to be used at the Stay Sail RV Park. The camera will be installed on an existing structure and will be able to provide staff with live monitoring, as well as provide a 21 day data collection to be used by multiple departments in case of an incident. The camera will have a panoramic 180 degree view of the RV Park and will be essential to secure the new pay station.

Multiple quotes were obtained and evaluated. Formal bids are not required for this acquisition; however, council approval is required per OHMC 2.390.010.

Therefore, staff is requesting to one surveillance camera in the amount of \$10,549.00.

STANDING COMMITTEE REPORT

This item was reviewed at the monthly workshop on February 26, 2014.

RECOMMENDED ACTION

I move to authorize the purchase of one surveillance camera system to be used at the Stay Sail RV Park for the Parks Division in the amount of \$10,549.00.

ATTACHMENTS

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

Bill No. C/A 4.h
Date: February 18, 2014
Subject: Arts Commission
Re-appointment of Nora
O'Connell-Balda

FROM: Mayor Scott Dudley

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Larry Cort, City Administrator
 Doug Merriman, Finance Director
 Grant Weed, Interim City Attorney, as to form

PURPOSE

The Purpose of this agenda bill is for council to confirm Mayor Dudley's re-appointment of Nora O'Connell-Balda to the Oak Harbor Arts Commission.

SUMMARY STATEMENT

Nora O'Connell-Balda was appointed to the Arts Commission in March 2006. Nora has confirmed that she is willing to serve another term. If confirmed, Nora O'Connell-Balda's term will expire March 2018.

RECOMMENDED ACTION

Confirm Nora O'Connell-Balda's re-appointment to the Oak Harbor Arts Commission.

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

Bill No. 6.a
Date: February 18, 2014
Subject: Special Events Permits and
Amend Ordinances

FROM: Edgar J. Green, Chief of Police

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Scott Dudley, Mayor
 Larry E Cort, Interim City Administrator
 Doug Merriman, Finance Director
 Grant Weed, Interim City Attorney, as to form

PURPOSE:

The purpose of this agenda bill is to seek approval from the City Council to amend two (2) sections of the Oak Harbor Municipal Code as they pertain to the handling of Special Event Permits.

FISCAL IMPACT DESCRIPTION

Funds Required: None

SUMMARY STATEMENT

In an effort to consolidate some duplicated efforts on behalf of the staff and also to make it easier for an applicant to apply for a Special Event Permit the “process” has been taken over by the police department and a thorough evaluation has been completed. During this evaluation we discovered that the following two (2) municipal code sections conflicted with one another and provided outdated information. In effort to remedy this problem the two (2) sections were updated as follows:

OHMC Section 5.36 – Repeal

OHMC Section 5.50 – References to parades are incorporated into section; references for the use of public services incorporated; time line for filing permit application established; where to file permit application defined; City Administrator’s “designee” defined; insurance information clearly defined; revocation and liability for expenses defined.

RECOMMENDED ACTION

Review the ordinances and authorize the Mayor to approve the change.

ATTACHMENTS

1. Copy of:
 - a. Original OHMC 5.36 / Repeal
 - b. Original OHMC 5.50 / Amended OHMC 5.36

MAYOR'S COMMENTS

Chapter 5.36 PARADES

Sections:

[5.36.010](#) Parade defined.

[5.36.020](#) Permit – Required – Application – Consideration.

[5.36.030](#) Permit – Revocation.

5.36.010 Parade defined.

“Parade” means any number of persons marching or walking or any number of vehicles moving as a formal or semiformal body or unit on any street, public place, alley or sidewalk, except funeral and wedding processions and groups required by law to be so assembled. (Ord. 701 § 1, 1985).

5.36.020 Permit – Required – Application – Consideration.

No person shall engage in, participate in, aid, form or start any parade unless a parade permit has been obtained from the city clerk-treasurer. An application for a parade permit must be filed with the city clerk-treasurer 30 days prior to the requested date of the application time. If good cause is shown, the application time may be reduced. The permit shall be on a form supplied by the city clerk-treasurer and the permittee shall answer the questions stated thereof. The parade application shall be considered by the city council and they may make such reasonable regulations as are deemed necessary to promote the safety of persons or property and the orderly movement of traffic, including the designation of a parade route and the designation of the time or times during which the parade may be conducted. (Ord. 701 § 2, 1985).

5.36.030 Permit – Revocation.

If there is a violation of the parade permit or of the terms and conditions under which the permit was issued, the chief of police, or someone designated by him, shall have the power to immediately revoke the permit. Appeal shall be as specified under [Chapter 5.01](#) OHMC. (Ord. 701 § 3, 1985).

Chapter 5.50 PARADES, ATHLETIC EVENTS AND OTHER SPECIAL EVENTS

Sections:

- [5.50.010](#) Definitions.
- [5.50.020](#) Permits required.
- [5.50.030](#) Grounds for denial.
- [5.50.040](#) Permit conditions.
- [5.50.050](#) Appeal procedures.
- [5.50.060](#) Exemptions from fees, indemnification agreement and insurance.
- [5.50.070](#) Indemnification agreement.
- [5.50.080](#) Insurance.
- [5.50.090](#) Fees for city services.
- [5.50.100](#) Cleanup deposit.
- [5.50.110](#) Revocation of permits.
- [5.50.120](#) Violation – Penalty.
- [5.50.130](#) Savings clause.

5.50.010 Definitions.

(1) “Special events” include any event which is to be conducted on public property or on a public right-of-way; and also, any event held on private property which would have a direct significant impact on traffic congestion; or traffic flow to and from the event over public streets or rights-of-way; or which would significantly impact public streets or rights-of-way near the event; or which would significantly impact the need for city-provided emergency services, such as police, fire or medical aid. It is presumed that any event on private property which involves an open invitation to the public to attend or events where the attendance is by private invitation of 100 or more people are each presumed to be an event that will have a direct significant impact on the public streets, rights-of-way or emergency services. Special events might include, but are not limited to, fun runs, roadway foot races, fund raising walks, auctions, bike-a-thons, parades, carnivals, shows, or inhabitations, filming/movie events, circuses, block parties and fairs.

(2) “Special events protected under the First and Fourteenth Amendments” include any event involving political or religious activity intended primarily for the communication or expression of ideas.

(3) "Use" shall mean to construct, erect, or maintain in, on, over or under any street, right-of-way, park or other public place any building, structure, sign, equipment or scaffolding, to deface any public right-of-way by painting, spraying or writing on the surface thereof, or to otherwise occupy in such a manner as to obstruct the normal public use of any public street, right-of-way, park or other public place within the city, including a use related to special events. (Ord. [1490](#) § 2, 2007).

5.50.020 Permits required.

(1) In order to preserve the general health, welfare and safety of all the public, a special event permit or authorization from the city is required for any event in a park, public place or on private property where it will significantly impact public sidewalks or roadways. Such special event permit shall be in addition to any street or park use, or other regular permits as may be required by ordinance.

(2) When such an event will be an exercise of rights protected by the First and Fourteenth Amendments to the United States Constitution, the application shall be processed promptly, without charging a fee for political or religious activities or imposing terms or conditions that infringe constitutional freedoms, and in a manner that respects the liberty of applicants and the public.

(3) Except as specified in subsection (9) of this section, a special event permit is not required for the following:

(a) Parades, athletic events or other special events that occur exclusively on city property and are sponsored or conducted in full by the city of Oak Harbor.

(b) Funeral and wedding processions.

(c) Groups required by law to be so assembled.

(d) Gatherings of 50 or fewer people in a city park, unless merchandise or services are offered for sale or trade.

(e) Temporary sales conducted by businesses, such as holiday sales, grand opening sales, or anniversary sales.

(f) Garage sales and rummage sales.

(g) The exhibition of films or motion pictures.

(h) Other similar events and activities which do not directly affect or use city services or property.

(4) Any person desiring to sponsor a parade, athletic event or special event shall be encouraged to apply for a special event permit by filing an application with the city clerk at least 60 days prior to the date on which the event is to occur.

(5) The city clerk shall transmit copies of the application to the city administrator or her/his designated permit coordinator, director of public works, police chief, city engineer and the fire chief for review.

(6) The city administrator or her/his designee shall coordinate review of the special events permit application and, except for permits involving the sale, serving or consumption of beer, wine or liquor in a city park, approve, deny or approve the same subject to conditions. Permits involving the sale, serving of, or consumption of beer, wine or liquor in a city park shall be reviewed by the city administrator or his/her designee, who shall prepare a report concerning the same, and the city council shall approve, deny or approve the same subject to conditions.

(7) Fees required to be paid under this chapter shall be paid to the finance department and proof of payment shall be provided to the city administrator.

(8) Waiver of Application Deadline. Upon a showing of good cause or at the discretion of the city, the city shall consider an application that is filed after the filing deadline if there is sufficient time to process and investigate the application and obtain police and other city services for the event. Good cause can be demonstrated by the applicant showing that the circumstance that gave rise to the permit application did not reasonably allow the participants to file within the time prescribed, and the event is for the purpose of exercising rights under the First and/or Fourteenth Amendments of the United States Constitution.

(9) It is unlawful as part of or related to any special event to construct, erect, or maintain in, on, over or under any street, right-of-way, park or other public place any building, structure, sign, equipment or scaffolding, to deface any public right-of-way by painting, spraying or writing on the surface thereof, or to otherwise occupy in such a manner as to obstruct the normal public use of any public street, right-of-way, park or other public place within the city, without obtaining prior to such special event a permit under this chapter and then only if the specific identified act in this subsection has been so authorized and all other necessary permits have been obtained. (Ord. [1669](#) § 1, 2013; Ord. [1490](#) § 3, 2007).

5.50.030 Grounds for denial.

(1) The city may deny an application for a special event permit if:

(a) The applicant provides false or misleading information; the applicant fails to complete the application or to supply other required information or documents; or the applicant declares or shows an

unwillingness or inability to comply with the reasonable terms or conditions contained in the proposed permit;

(b) The proposed event would conflict with another proximate event, interfere with construction or maintenance work in the immediate vicinity, or unreasonably infringe upon the rights of abutting property; or

(c) The proposed event would unreasonably disrupt the orderly or safe circulation of traffic as would present an unreasonable risk of injury or damage to the public.

(2) In the event subsection (1)(b) or (1)(c) of this section applies, the city shall offer the applicant the opportunity to submit an alternative date or place for the proposed event before denying the application.

(Ord. [1490](#) § 4, 2007).

5.50.040 Permit conditions.

(1) The city may condition the issuance of a special events permit by imposing reasonable requirements concerning the time, place and manner of the event, and such requirements as are necessary to protect the safety and rights of persons and property, and the control of traffic.

(2) The following conditions apply to all special events permits:

(a) Alteration of the time, place and manner of the event proposed on the event application.

(b) Conditions concerning the area of assembly and disbanding of an event occurring along a route.

(c) Conditions concerning accommodation of pedestrians or vehicular traffic, including restricting the event to only a portion of the street or rights-of-way.

(3) Conditions on special events permits not protected under the First and Fourteenth Amendments of the U.S. Constitution include, but are not limited to:

(a) Requirements for the use of traffic cones or barricades.

(b) Requirements for the provision of first aid or sanitary facilities.

(c) Requirements for use of event monitors and providing notice of permit conditions to event participants.

- (d) Restrictions on the number and type of vehicles, animals or structures at the event, and inspection and approval of floats, structures, and decorated vehicles for fire safety.
- (e) Compliance with animal protection ordinances and laws.
- (f) Requirements for use of garbage containers, cleanup, and restoration of city property.
- (g) Restrictions on the use of amplified sound and compliance with the noise ordinance, regulations and laws.
- (h) Notice to residents and/or businesses regarding any activity which would require a street closure.
- (i) Restrictions on the sale and/or consumption of alcohol.
- (j) Elimination of an activity which cannot be mitigated to a point as to ensure public safety and welfare, or which causes undue liability to the city.
- (k) Requirements regarding the use of city personnel and equipment.
- (l) Compliance with any other applicable federal, state or local law or regulation. (Ord. [1490](#) § 5, 2007).

5.50.050 Appeal procedures.

- (1) The applicant shall have the right to appeal the denial of a permit or a permit condition. The applicant shall also have the right to appeal the amount of fees or cleanup deposits imposed pursuant to OHMC [5.50.100](#), or a determination by the city that the applicant's certificate of insurance does not comply with the requirements specified in OHMC [5.50.080](#). A written notice of appeal shall be filed within three business days after receipt or personal delivery of a notice of denial or permit conditions from the city. The written notice of appeal shall set forth the specific grounds for the appeal and attach any relevant documents for consideration. The city council shall hear the appeal on the record provided from the designated city official and upon public comment given at the scheduled hearing before the council. The hearing shall be scheduled no later than 30 days after receipt of a timely and proper notice of appeal. Public comment at the appeal hearing shall be limited to three minutes per individual and 15 minutes each for appellant and city respondent. The decision of the city council is final.
- (2) If there is insufficient time for a timely appeal to be heard by the city council prior to the date on which the event is scheduled, the applicant may, at its own option, request that the designated city official schedule the appeal before the city administrator. The city administrator or designee shall hold a hearing no later than five business days after the filing of the appeal and will render a decision no later than one business day after

hearing the appeal. If the appeal is requested and heard before the city administrator, the city administrator's decision is final. There is no further appeal to the city council. (Ord. [1490](#) § 6, 2007).

5.50.060 Exemptions from fees, indemnification agreement and insurance.

No fee, indemnification agreement or insurance requirement shall be imposed when prohibited by the First and Fourteenth Amendments to the United States Constitution. Political or religious activity intended primarily for the communication or expression of ideas shall be presumed to be a constitutionally protected event. Factors that may be considered in evaluating whether or not the fee applies include the nature of the event; the extent of commercial activity, such as the sales of food, goods, and services; product advertising or promotion, or other business participation in the event; the use or application of any funds raised; if part of any annual tradition or series, previous events in the sequence; and the public perception of the event. (Ord. [1490](#) § 7, 2007).

5.50.070 Indemnification agreement.

Prior to the issuance of a permit for a special event not protected under the First and Fourteenth Amendments of the U.S. Constitution, the permit applicant and authorized officer of the sponsoring organization must agree to reimburse the city for any costs incurred by it in repairing damage to city property and indemnify and defend the city, its officers, employees, and agents from all causes of action, claims or liabilities occurring in connection with the permitted event, except those which occur due to the city's sole negligence. (Ord. [1490](#) § 8, 2007).

5.50.080 Insurance.

The following insurance shall be required in connection with the issuance of a permit for a special event not protected under the First and Fourteenth Amendments of the U.S. Constitution.

One million dollars commercial general liability insurance per occurrence combined single limits, \$2,000,000 aggregate unless waived by the city.

The city administrator is authorized and directed to require written proof of such insurance prior to permit issuance. The insurance policy shall be written on an occurrence basis, shall name the city as an additional insured, shall be written for a period not less than 24 hours prior to the event and extending for a period not less than 24 hours following the completion of the event, and shall contain a provision prohibiting cancellation of the policy, except upon 30 days' written notice to the city. (Ord. [1490](#) § 9, 2007).

5.50.090 Fees for city services.

(1) Upon approval of an application for a permit for a special event not protected under the First and Fourteenth Amendments of the U.S. Constitution, the city administrator should provide the applicant with a statement of the estimated cost of providing city personnel and equipment. The applicant/sponsor of the event should be required to prepay these estimated costs for city services and equipment 10 days prior to the special event. City services and equipment may include the use of police officers and public employees for traffic and crowd control, pickup and delivery of traffic control devices, picnic tables, extraordinary street sweeping, and any other needed, requested or required city service and the cost of operating the equipment to provide such services.

(2) If the actual cost for city services and equipment on the date(s) of the event is less than the estimated cost, the applicant/sponsor will be refunded the difference by the city in a timely manner. If the actual cost for city services and equipment on the date(s) of the event is greater than the estimated cost, the applicant/sponsor will be billed for the difference.

(3) Permit fees and fees for the use of city services and equipment may be waived in part or in full by the city if in review of the application it is found that the event is of sufficient public benefit to warrant the expenditure of city funds without reimbursement by the applicant/sponsor and would not result in the private financial gain of any individual or "for profit" entity. (Ord. [1490](#) § 10, 2007).

5.50.100 Cleanup deposit.

(1) The applicant/sponsor of an event not protected under the First and Fourteenth Amendments of the U.S. Constitution involving the sale of food or beverages for immediate consumption, erection of structures, horses or other large animals, water aid stations or any other event likely to create a substantial need for a cleanup may be required to provide a cleanup deposit prior to the issuance of a special event permit.

(2) The cleanup deposit may be returned after the event if the area used for the permitted event has been cleaned and restored to the same condition as existed prior to the event.

(3) If the property used for the event has not been properly cleaned or restored, the applicant/sponsor shall be billed for the actual cost by the city for cleanup and restoration. The cleanup deposit shall be applied toward the payment of the bill. (Ord. [1490](#) § 11, 2007).

5.50.110 Revocation of permits.

Any permit issued under this chapter may be summarily revoked by the city at any time when, by reason of disaster, public calamity, riot or other emergency or exigent circumstances, the city determines the safety of the public or property requires such immediate revocation. The city may also summarily revoke any permit issued pursuant to this chapter if the committee finds that the permit has been issued based upon false information or when the permittee exceeds the scope of the permit or fails to comply with any condition of the permit. Notice of such action revoking a permit shall be delivered in writing to the permittee by personal service or certified mail at the address specified by the permittee in the application. (Ord. [1490](#) § 12, 2007).

5.50.120 Violation – Penalty.

(1) It shall be unlawful for any person to sponsor or conduct a special event requiring a special event permit pursuant to this chapter unless a valid permit has been issued and remains in effect for the event. It is unlawful for any person to participate in such an event with the knowledge that the sponsor of the event has not been issued a required, valid permit or with knowledge that a once valid permit has expired or been revoked.

(2) The special event permit authorizes the permittee/sponsor to conduct only such an event as is described in the permit, and in accordance with the terms and conditions of the permit. It is unlawful for the permittee/sponsor to willfully violate the terms and conditions of the permit, or for any event participant with knowledge thereof to willfully violate the terms and conditions of the permit or to continue with the event if the permit is revoked or expired.

(3) Any person or organization violating the provisions of this chapter shall be guilty of a misdemeanor, and upon conviction thereof, shall be subject to a penalty of a fine not more than \$500.00 or by imprisonment of not more than 90 days, or both such fine and imprisonment. (Ord. [1490](#) § 13, 2007).

5.50.130 Savings clause.

If any section, sentence, clause, phrase, part or portion of this chapter is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter. (Ord. [1490](#) § 14, 2007).

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF OAK HARBOR REPEALING CHAPTER 5.36 OF THE OAK HARBOR MUNICIPAL CODE REGARDING PARADES AND AMENDING CHAPTER 5.50 OF THE OAK HARBOR MUNICIPAL CODE REGARDING PARADES, ATHLETIC EVENTS AND OTHER SPECIAL EVENTS.

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

Section One. Oak Harbor Municipal Code Chapter 5.36 entitled "Parades", adopted by Ordinance No. 701 in 1985 as shown in Exhibit A, is hereby repealed.

Section Two. Oak Harbor Municipal Code Chapter 5.50 entitled "Parades, Athletic Events and Other Special Events", last amended by Ordinance No. 1669 in 2013 and by Ordinance No. 1490 in 2007, is hereby amended to read as follows:

**CHAPTER 5.50
PARADES, ATHLETIC EVENTS AND OTHER SPECIAL EVENTS**

Sections:

- 5.50.010 Definitions.
- 5.50.020 Permits required.
- 5.50.030 Grounds for denial.
- 5.50.040 Permit conditions.
- 5.50.050 Appeal procedures.
- 5.50.060 Exemptions from fees, indemnification agreement and insurance.
- 5.50.070 Indemnification agreement.
- 5.50.080 Insurance.
- 5.50.090 Fees for city services.
- 5.50.100 Cleanup deposit.
- 5.50.110 Revocation of permits.
- 5.50.120 Violation – Penalty.
- 5.50.130 Savings clause.

5.50.010 Definitions.

(1) "Special events" include any event which is to be conducted on public property or on a public right-of-way; and also, any event held on private property which would have a direct significant impact on traffic congestion; or traffic flow to and from the event over public streets or rights-of-way; or which would significantly impact public streets or rights-of-way near the event; or which would significantly impact the need for city-provided emergency services, such as police, fire or medical aid. It is presumed that any event on private property which involves an open invitation to the public to attend or events where the attendance is by private invitation of 100 or more people are each presumed to be an event that will have a direct significant impact on the public streets, rights-of-way or emergency services. Special events might include, but are not limited to,

fun runs, roadway foot races, fund raising walks, auctions, bike-a-thons, parades, carnivals, shows, or inhabitations, filming/movie events, circuses, block parties and fairs.

(2) “Special events protected under the First and Fourteenth Amendments” include any event involving political or religious activity intended primarily for the communication or expression of ideas.

(3) “Use” shall mean to construct, erect, or maintain in, on, over or under any street, right-of-way, park or other public place any building, structure, sign, equipment or scaffolding, to deface any public right-of-way by painting, spraying or writing on the surface thereof, or to otherwise occupy in such a manner as to obstruct the normal public use of any public street, right-of-way, park or other public place within the city, including a use related to special events.

5.50.020 Permits required.

(1) In order to preserve the general health, welfare and safety of all the public, a special event permit or authorization from the city is required for any event in a park, public place or on private property where it will significantly impact public sidewalks or roadways or require public services. Such special event permit shall be in addition to any street or park use, or other regular permits as may be required by ordinance.

(2) When such an event will be an exercise of rights protected by the First and Fourteenth Amendments to the United States Constitution, the application shall be processed promptly, without charging a fee for political or religious activities or imposing terms or conditions that infringe constitutional freedoms, and in a manner that respects the liberty of applicants and the public.

(3) Except as specified in subsection (9) of this section, a special event permit is not required for the following:

(a) Parades, athletic events or other special events that occur exclusively on city property and are sponsored or conducted in full by the city of Oak Harbor.

(b) Funeral and wedding processions.

(c) Groups required by law to be so assembled.

(d) Gatherings of 50 or fewer people in a city park, unless merchandise or services are offered for sale or trade.

(e) Temporary sales conducted by businesses, such as holiday sales, grand opening sales, or anniversary sales.

(f) Garage sales and rummage sales.

(g) The exhibition of films or motion pictures.

(h) Other similar events and activities which do not directly affect or use city services or property.

(4) Any person desiring to sponsor a parade, athletic event or special event shall ~~be encouraged to~~ apply for a special event permit by filing an application with the ~~city clerk~~ Oak Harbor Police Department at least 60 days prior to the date on which the event is to occur.

(5) The ~~city clerk~~ Chief of Police shall transmit copies of the application to the city administrator or her/his designated permit coordinator, director of public works, police chief, city engineer and the fire chief for review.

(6) The city administrator or her/his designee shall ~~coordinate review of~~ approve or deny the special events permit application ~~and, except for permits involving the sale, serving or consumption of beer, wine or liquor in a city park, approve, deny or approve the same subject to conditions~~ subject to conditions as outlined in this chapter. Any Ppermits involving the sale, serving ~~of,~~ or consumption of beer, wine or liquor in a city park shall be ~~reviewed by the city administrator or his/her designee, who shall prepare a report concerning the same, and the city council shall approve, deny or approve the same subject to~~ processed in accordance with OHMC 6.12.080.

(7) Fees required to be paid under this chapter shall be paid to the finance department and proof of payment shall be provided to the city administrator prior to the approval of the permit. All applicants will be subject to a non-refundable, non-dismissable application fee set by the finance department. Exceptions may be made for those exercising their rights under the First and/or Fourteenth Amendments of the United States Constitution.

(8) Waiver of Application Deadline. Upon a showing of good cause or at the discretion of the city, the city shall consider an application that is filed after the filing deadline if there is sufficient time to process and investigate the application and obtain police and other city services for the event. Good cause can be demonstrated by the applicant showing that the circumstance that gave rise to the permit application did not reasonably allow the participants to file within the time prescribed, and the event is for the purpose of exercising rights under the First and/or Fourteenth Amendments of the United States Constitution.

(9) It is unlawful as part of or related to any special event to construct, erect, or maintain in, on, over or under any street, right-of-way, park or other public place any building, structure, sign, equipment or scaffolding, to deface any public right-of-way by painting, spraying or writing on the surface thereof, or to otherwise occupy in such a manner as to obstruct the normal public use of any public street, right-of-way, park or other public place within the city, without obtaining prior to such special event a permit under this chapter and then only if the specific identified act in this subsection has been so authorized and all other necessary permits have been obtained.

5.50.030 Grounds for denial.

(1) The city may deny an application for a special event permit if:

(a) The applicant provides false or misleading information; the applicant fails to complete the application or to supply other required information or documents; or the applicant declares or shows an unwillingness or inability to comply with the reasonable terms or conditions contained in the proposed permit;

(b) The proposed event would conflict with another proximate event, interfere with construction or maintenance work in the immediate vicinity, or unreasonably infringe upon the rights of abutting property; or

(c) The proposed event would unreasonably disrupt the orderly or safe circulation of traffic as would present an unreasonable risk of injury or damage to the public.

(d) The permit application is submitted less than 60 days prior to the event.

(e) There are not sufficient safety personnel or other necessary City staff to accommodate the event.

(2) In the event subsection (1)(b), ~~(1)(c)~~, (1)(d) or (1)(e) of this section applies, the city shall offer the applicant the opportunity to submit an alternative date or place for the proposed event before denying the application.

5.50.040 Permit conditions.

(1) The city may condition the issuance of a special events permit by imposing reasonable requirements concerning the time, place and manner of the event, and such requirements as are necessary to protect the safety and rights of persons and property, and the control of traffic.

(2) The following conditions apply to all special events permits:

(a) Alteration of the time, place and manner of the event proposed on the event application.

(b) Conditions concerning the area of assembly and disbanding of an event occurring along a route.

(c) Conditions concerning accommodation of pedestrians or vehicular traffic, including restricting the event to only a portion of the street or rights-of-way.

(3) Conditions on special events permits not protected under the First and Fourteenth Amendments of the U.S. Constitution include, but are not limited to:

(a) Requirements for the use of traffic cones or barricades.

(b) Requirements for the provision of first aid or sanitary facilities.

(c) Requirements for use of event monitors and providing notice of permit conditions to event participants.

- (d) Restrictions on the number and type of vehicles, animals or structures at the event, and inspection and approval of floats, structures, and decorated vehicles for fire safety.
- (e) Compliance with animal protection ordinances and laws.
- (f) Requirements for use of garbage containers, cleanup, and restoration of city property.
- (g) Restrictions on the use of amplified sound and compliance with the noise ordinance, regulations and laws.
- (h) Notice to residents and/or businesses regarding any activity which would require a street closure.
- (i) Restrictions on the sale and/or consumption of alcohol.
- (j) Elimination of an activity which cannot be mitigated to a point as to ensure public safety and welfare, or which causes undue liability to the city.
- (k) Requirements regarding the use of city personnel and equipment.
- (l) Compliance with any other applicable federal, state or local law or regulation.

5.50.050 Appeal procedures.

(1) The applicant shall have the right to appeal the denial of a permit or a permit condition. The applicant shall also have the right to appeal the amount of fees or cleanup deposits imposed pursuant to OHMC [5.50.100](#), or a determination by the city that the applicant's certificate of insurance does not comply with the requirements specified in OHMC [5.50.080](#). A written notice of appeal shall be filed within three business days after receipt or personal delivery of a notice of denial or permit conditions from the city. The written notice of appeal shall set forth the specific grounds for the appeal and attach any relevant documents for consideration. The city council shall hear the appeal on the record provided from the designated city official and upon public comment given at the scheduled hearing before the council. The hearing shall be scheduled no later than 30 days after receipt of a timely and proper notice of appeal. Public comment at the appeal hearing shall be limited to three minutes per individual and 15 minutes each for appellant and city respondent. The decision of the city council is final.

(2) If there is insufficient time for a timely appeal to be heard by the city council prior to the date on which the event is scheduled, the applicant may, at its own option, request that the designated city official schedule the appeal before the city administrator. The city administrator or designee shall hold a hearing no later than five business days after the filing of the appeal and will render a decision no later than one business day after hearing the appeal. If the appeal is requested and heard before the city administrator, the city administrator's decision is final. There is no further appeal to the city council.

5.50.060 Exemptions from fees, indemnification agreement and insurance. No fee, indemnification agreement or insurance requirement shall be imposed when prohibited by the First and Fourteenth Amendments to the United States Constitution. Political or religious activity intended primarily for the communication or expression of ideas shall be presumed to be a constitutionally protected event. Factors that may be considered in evaluating whether or not the fee applies include the nature of the event; the extent of commercial activity, such as the sales of food, goods, and services; product advertising or promotion, or other business participation in the event; the use or application of any funds raised; if part of any annual tradition or series, previous events in the sequence; and the public perception of the event.

5.50.070 Indemnification agreement. Prior to the issuance of a permit for a special event not protected under the First and Fourteenth Amendments of the U.S. Constitution, the permit applicant and authorized officer of the sponsoring organization must agree to reimburse the city for any costs incurred by it in repairing damage to city property and indemnify and defend the city, its officers, employees, and agents from all causes of action, claims or liabilities occurring in connection with the permitted event, except those which occur due to the city's sole negligence.

5.50.080 Insurance. The following insurance shall be required in connection with the issuance of a permit for a special event not protected under the First and Fourteenth Amendments of the U.S. Constitution.

One million dollars (\$1,000,000) commercial general liability insurance per occurrence combined single limits, two million dollars (\$2,000,000) aggregate unless waived by the city.

The city administrator or his/her designee is authorized and directed to require written proof of such insurance prior to permit issuance. The insurance policy shall be written on an occurrence basis, shall name the city as an additional insured, shall be written for a period not less than 24 hours prior to the event and extending for a period not less than 24 hours following the completion of the event, and shall contain a provision prohibiting cancellation of the policy, except upon 30 days' written notice to the city.

5.50.090 Fees for city services.

(1) Upon approval of an application for a permit for a special event not protected under the First and Fourteenth Amendments of the U.S. Constitution, the city administrator or his/her designee should provide the applicant with a statement of the estimated cost of providing city personnel and equipment. The applicant/sponsor of the event ~~should~~ may be required to prepay these estimated costs for city services and equipment 10 days prior to the special event. The Special Event Application Fee is a separate processing fee and is not applicable to the City Services fees. City services and equipment may include the use of police officers and public employees for traffic and crowd control, pickup and delivery of traffic control devices, picnic tables, extraordinary street sweeping, and any other needed, requested or required city service and the cost of operating the equipment to provide such services.

(2) If the actual cost for city services and equipment on the date(s) of the event is less than the estimated cost, the applicant/sponsor will be refunded the difference by the city in a timely manner. If the actual cost for city services and equipment on the date(s) of the event is greater than the estimated cost, the applicant/sponsor will be billed for the difference.

(3) Permit fees and fees for the use of city services and equipment may be waived in part or in full by the city if in review of the application it is found that the event is of sufficient public benefit to warrant the expenditure of city funds without reimbursement by the applicant/sponsor and would not result in the private financial gain of any individual or "for profit" entity.

5.50.100 Cleanup deposit.

(1) The applicant/sponsor of an event not protected under the First and Fourteenth Amendments of the U.S. Constitution involving the sale of food or beverages for immediate consumption, erection of structures, horses or other large animals, water aid stations or any other event likely to create a substantial need for a cleanup may be required to provide a cleanup deposit prior to the issuance of a special event permit.

(2) The cleanup deposit may be returned after the event if the area used for the permitted event has been cleaned and restored to the same condition as existed prior to the event.

(3) If the property used for the event has not been properly cleaned or restored, the applicant/sponsor shall be billed for the actual cost by the city for cleanup and restoration. The cleanup deposit shall be applied toward the payment of the bill.

5.50.110 Revocation of permits. Any permit issued under this chapter may be summarily revoked by the city at any time when, by reason of disaster, public calamity, riot or other emergency or exigent circumstances, the city determines the safety of the public or property requires such immediate revocation. The city may also summarily revoke any permit issued pursuant to this chapter if the committee finds that the permit has been issued based upon false information or when the permittee exceeds the scope of the permit or fails to comply with any condition of the permit. Notice of such action revoking a permit shall be delivered in writing to the permittee by personal service or certified mail at the address specified by the permittee in the application.

5.50.120 Violation - Penalty.

(1) It shall be unlawful for any person to sponsor or conduct a special event requiring a special event permit pursuant to this chapter unless a valid permit has been issued and remains in effect for the event. It is unlawful for any person to participate in such an event with the knowledge that the sponsor of the event has not been issued a required, valid permit or with knowledge that a once valid permit has expired or been revoked.

(2) The special event permit authorizes the permittee/sponsor to conduct only such an event as is described in the permit, and in accordance with the terms and conditions of the permit. It is unlawful for the permittee/sponsor to willfully violate the terms and conditions of the permit, or for any event participant with knowledge thereof to willfully violate the terms and conditions of the permit or to continue with the event if the permit is revoked or expired.

(3) Whenever a special even is conducted without a special even permit when one would have been required or is conducted in violation of the terms of an issued special event permit, the event organizer may be responsible for, and the City may charge the event organizer for all costs incurred as a result of the adverse impacts of the special event or the violation of the special event permit.

~~(3)~~ (4) Any person or organization violating the provisions of this chapter shall be guilty of a misdemeanor, and upon conviction thereof, shall be subject to a penalty of a fine not more than \$500.00 or by imprisonment of not more than 90 days, or both such fine and imprisonment.

5.50.130 Savings clause. If any section, sentence, clause, phrase, part or portion of this chapter is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter.

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

Section Four. Effective Date. This Ordinance shall be in full force and effect five days after publication.

PASSED by the City Council this _____ day of _____, 2014.

THE CITY OF OAK HARBOR

Veto ()

Approve ()

Mayor

Date

Attest:

City Clerk

Approved as to Form:

City Attorney

Published: _____

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

Bill No. 6.b
Date: February 18, 2014
Subject: Resolution 14-08 Lifting Fiscal
Emergency

FROM: Doug Merriman, Finance Director 

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Scott Dudley, Mayor

 Larry Cort, City Administrator

 Grant Weed, Interim City Attorney, as to form

PURPOSE

The presentation of Resolution No. 14-08 effectively lifting the declaration of a fiscal emergency implemented by City Council on June 18, 2012.

SUMMARY STATEMENT

On June 18, 2012, the City Council passed with a unanimous vote, a declaration of fiscal emergency. Since that time, the City has responsibly and proactively managed its financial resources to offset the negative fiscal impacts of the economic recession. Accordingly, Resolution 14-08 rescinds the declaration.

RECOMMENDED ACTION

1. Adopt No. Resolution 14-08

ATTACHMENTS

1. Draft resolution

MAYOR'S COMMENTS

RESOLUTION NO. 14-08

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAK HARBOR
RESCINDING THE DECLARATION OF A FISCAL EMERGENCY
IMPLEMENTED BY CITY COUNCIL ON JUNE 18, 2012.**

WHEREAS, the City of Oak Harbor has responsibly and proactively managed its finances and limited taxpayer dollars to mitigate the severe negative impacts of the economic recession, and

WHEREAS, since Fiscal Year 2001 the City has implemented millions of dollars in budget reductions to date through its ongoing Financial Contingency Options Plan efforts, and

WHEREAS, while the long-term effects of the economic recession will continue to depress City revenues for some time, the City Council, the Mayor's Administration, and staff at the City of Oak Harbor have responded to recessionary fiscal pressures by diligently implementing the sound budgetary decisions required to ensure the City's fiscal sustainability, and

NOW, THEREFORE, be it known that the City Council of the City of Oak Harbor resolves as follows:

Section 1. The City Council hereby rescinds the declaration of a fiscal emergency passed by unanimous vote on June 18, 2012.

PASSED by the City Council this 18th day of February 2014.

CITY OF OAK HARBOR

SCOTT DUDLEY, MAYOR

ATTEST:

Anna Thompson, City Clerk

APPROVED AS TO FORM:

Grant Weed, Interim City Attorney

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

Bill No. 6.c
Date: Feb 18, 2014
Subject: Conical Etude 1–
Artist Richard Nash and
donated by Wallie Funk

FROM:  Larry Cort, City Administrator
Cac Kamak, Senior Planner

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Scott Dudley, Mayor
 Doug Merriman, Finance Director
 Grant Weed, Interim City Attorney, as to form

PURPOSE

The purpose of this agenda bill is to introduce an art piece for the City Council’s consideration. The proposed art piece labeled “Conical Etude 1” was created by artist Richard Nash and is being donated to the city by Wallie Funk. The art piece is requested to be located at Windjammer Park north of the Japanese garden in a madrona tree patch.

BACKGROUND

Wallie Funk, who was the co-publisher and editor of the Whidbey News-Times and Whidbey Record for three decades, wishes to donate an art piece created by artist Richard Nash to the City of Oak Harbor. Wallie Funk symbolically donated the piece at Oak Harbor’s Music Festival in late August 2013.

Since then the Arts Commission has been working with the artist Rick Nash to find a suitable location for the piece and have it formally accepted by the City. The artist visited several potential sites within Oak Harbor and decided that the madrona tree patch north of the Japanese garden in Windjammer Park was the ideal location.

ARTS COMMISSION

The Commission has reviewed the proposed location and has recommended acceptance of the donation and the location to the City Council. The Arts Commission has also recommended a budget of not to exceed \$500 for the installation of the piece and the plaque to commemorate the donation.

RECOMMENDED ACTION

Approve the resolution authorizing the expenditure of \$500 from the Arts Acquisition Funds and authorizing the Mayor to sign an agreement with Wallie Funk and Richard Nash for the acquisition of the art piece “Conical Etude 1” as proposed.

City of Oak Harbor City Council Agenda Bill

ATTACHMENTS

- Resolution authorizing the Mayor to enter into an agreement for the acquisition of the art piece
- Copy of Agreement
- Photograph of Conical Etude 1

RESOLUTION NO. 14-09

A RESOLUTION BY THE CITY COUNCIL OF OAK HARBOR AUTHORIZING THE ACQUISITION OF THE PUBLIC ART KNOWN AS THE “CONICAL ETUDE 1”, CREATED BY ARTIST RICHARD NASH AND DONATED BY WALLIE FUNK

WHEREAS, the city finds that public artistic expression of all kinds enhance the cultural, economic, educational and social life of the community and benefits the health and welfare of the City’s residence: and

WHEREAS, the City finds it appropriate, necessary, and desirable to promote and support public experiences of the visual arts and artistic disciplines for the good of the citizens of Oak Harbor: and

WHEREAS, the Arts Commission was created on October 18, 2005 as an advisory body to the Mayor and the City Council to foster arts and cultural programs, foster the development of a local arts community, encourage an environment for the success of working artists and further the vision of Oak Harbor as a vibrant and progressive community: and

WHEREAS, the Arts Acquisition and Maintenance Fund was created on April 7, 2009 by imposing the .25% utility tax on water, sewer and solid waste utilities, since an on-going steady source of funding for the arts was desirable; and

WHEREAS, the Arts Commission reviewed the art piece known as “Conical Etude 1” by artist Richard Nash proposed at Windjammer Park and has recommended approval; and

WHEREAS, the Arts Commission has recommended an amount of not to exceed \$500 towards the installation of the piece and a plaque to commemorate the donation; and

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Oak Harbor, Washington, the Mayor is authorized to enter into the attached agreement for the acquisition of “Conical Etude 1”, created by artist Richard Nash and donated by Wallie Funk, to be located in Windjammer Park.

PASSED by the City Council of the City of Oak Harbor and approved by its Mayor this 18th day of February, 2014.

CITY OF OAK HARBOR

MAYOR

ATTEST:

Approved as to Form:

City Clerk

City Attorney

**CITY OF OAK HARBOR
PROFESSIONAL SERVICES
AGREEMENT**

THIS AGREEMENT is made and entered into this 22nd day of January, 2014, between the CITY of Oak Harbor Washington, hereinafter called the "CITY", and Richard N. N. N., hereinafter referred to as the "ARTIST", and Wallis Funk, hereinafter referred to as the "DONATED".

WITNESSETH THAT:

WHEREAS, the provision of art in public places, whether in the form of freestanding pieces such as sculptures or memorials, architectural embellishments, or other forms incorporated into areas accessible to the public makes the CITY more interesting and vibrant for its residents and visitors; and

WHEREAS, the CITY desires to facilitate the provision of art in a public place; and

WHEREAS, the ARTIST has created an original and appropriate work of art, all as described in this Agreement; and

WHEREAS, the DONOR wishes to donate the work for the enjoyment of the public; and

WHEREAS, the CITY desires to own and maintain such work of art as provided herein;

NOW, THEREFORE, in consideration of the mutual undertakings and covenants contained herein, the CITY and ARTIST, hereby agree as follows:

Part I. Term and Termination

- 1.01 This Agreement shall not become effective until signed by all parties.
- 1.02 This Agreement shall terminate upon the issuance of a written notice of acceptance by the CITY and transfer of ownership of the Artwork to the CITY pursuant to Part IV of this Agreement, unless earlier terminated as provided herein.
- 1.03 Prior to acceptance of the artwork, a waiver of certain rights and conditions attributed to the artist, in the Visual Artists Rights Act 106A, must be signed by the ARTIST as described in Exhibit A.

Part II. Engagement of the ARTIST; Designation of the Artwork; Community Involvement

- 2.01 Subject to the terms and conditions of this Agreement, the CITY engages the ARTIST, and the ARTIST agrees to be so engaged, to install the Artwork (collectively, hereinafter

“the Work”) as described in “Exhibit B”, attached hereto and incorporated herein by reference.

Part IV. Installation of the Artwork

- 4.01 The Artwork shall be installed and incorporated into a public site that has been chosen and designated by the CITY; such site is identified and described in Exhibit C, attached hereto and incorporated herein by reference. The ARTIST shall provide to the CITY a written description of the manner in which the Artwork shall be installed, including a statement of details regarding the Artwork as described in the Detailed Artwork Report – Part 1 attached hereto as Exhibit D.
- 4.02 The CITY shall cooperate with the ARTIST in the preparation of the site prior to installation.
- 4.03 The ARTIST and the CITY shall consult and agree to the date and time for delivery of the Artwork to the site. The ARTIST and DONOR shall be responsible for and bear the costs of transportation and installation of the Artwork. The CITY will assist, within existing resources, with the installation of the Artwork.

Part V. Final Acceptance; Title of the Artwork to Vest in the CITY

- 5.01 Upon the completion of the Work and installation of the Artwork to the ARTIST’S satisfaction, the CITY shall inspect the work and provide written notice to the ARTIST and DONOR of their final acceptance of the Work, which notice shall state that the Work has been completed and the Artwork has been installed as agreed to by the parties and to the satisfaction of the CITY.
- 5.02 Upon final acceptance, title to the Artwork shall pass from the DONOR to, and vest in, the CITY as described in Exhibit E. The ARTIST hereby donates and transfers to the CITY the ARTIST’S rights except those limited by this Agreement, title, and interest in and to the Artwork. Thereafter, the CITY shall retain all written documentation regarding the Artwork, and shall have, for maintenance and historical documentation purposes only, the right to a copy of all drawings, sketches and designs of the Artwork produced prior to final acceptance of the Work.
- 5.03 Upon final acceptance, the DONOR and ARTIST shall be available for a public dedication of the Artwork; and, the CITY, DONOR and the ARTIST, shall provide appropriate, on-site signage to identify the Artwork by the ARTIST’S name, the year of fabrication, and other information deemed appropriate by the CITY.

Part VII. Warranty; Indemnification; and, Release

- 7.01 The ARTIST and DONOR represent and warrants to the CITY that:
 - a. He or she is the sole creator of the Artwork and has full power and authority to make this Agreement;

- b. The Artwork does not infringe upon any copyright or violate any property right or other rights; and,
- c. No lien or encumbrance exists against the Artwork and that following the transfer of title to the Artwork to the CITY, no individual or entity will have any right or interest in the Artwork that is prior or superior to the CITY's right and interest.

The ARTIST further represents and warrants that the Artwork, as fabricated and installed, will be structurally sound and free of defects in material and workmanship, including any defects consisting of "inherent vice" or qualities which cause or accelerate deterioration of the Artwork, and shall be designed so as routinely not to require extensive or extraordinary maintenance or conservation measures. The parties agree and acknowledge that the Work will remain outside and exposed to the elements and climate changes and will not be stored, or otherwise provided special protection during cold or severe weather conditions. These warranties shall be in effect for a period of one (1) year after final acceptance of the Artwork under Part IV of this Agreement and transfer of ownership to the CITY.

- 7.02 The ARTIST and DONOR agrees to defend, indemnify, and hold harmless the CITY, and their respective officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against such parties for or on account of any matter arising from performance of the Work performed by the ARTIST pursuant to this Agreement.

Part IX. Copyright and Reproduction Rights

- 9.01 The ARTIST expressly reserves every right available to the ARTIST under the Federal Copyright Act and other applicable statutes to control the making or dissemination of copies or reproductions of the Artwork, except the rights which are limited by this Agreement.
- 9.03 The CITY retains the right to publish and distribute photographs, drawings or other forms of reproductions of the Artwork as installed and formally accepted by the CITY, for reference, promotional, educational and scholarly purposes. The CITY agrees to make no commercial use of the Artwork without the ARTIST'S written consent. If such consent is obtained from the ARTIST, all printed reproductions of the Artwork by the CITY shall contain a credit to the ARTIST that states the ARTIST'S name and year of creation,
- 9.04 The ARTIST agrees to include on or in any form of reproduction of the Artwork initiated or authorized by the ARTIST, a credit to the CITY, stating that the Artwork was donated and is owned by the CITY.

Part X. Maintenance, Repair, and Restoration

- 10.01 If, within the time period specified in Section 7.01 of this Agreement, the Artwork exhibits any structural or cosmetic defect or flaw in violation of the ARTIST'S one-year

warranty, the ARTIST shall repair the Artwork or replace any defective component of the Artwork at no cost to the CITY. All repairs or cures to defects shall be consistent with professional conservation standards.

- 10.02 Except as provided in Section 10.01, after the written notice of final acceptance has been issued and transfer of ownership has occurred, the CITY shall maintain and protect the Artwork as it reasonably determines, being responsible for the care, custody, maintenance and security of the Artwork. Any required maintenance of the Artwork shall be carried out by the CITY with the intention of protecting the value, integrity, and authenticity of the Artwork.
- 10.03 After the expiration of the warranty period, the CITY will make a reasonable effort to consult with the ARTIST in all matters concerning repairs and restoration of the Artwork.
- 10.04 The ARTIST shall provide to the CITY a written description of as-built information of the artwork and installation/foundation as described in the Detailed Artwork Report – Part II attached hereto as Exhibit F.

Part XI. Relocation or Removal of the Artwork

- 11.01 Upon final acceptance and transfer of title to the Artwork to the CITY, the CITY shall have the authority and sole discretion thereafter to remove, or remove and relocate, the Artwork from the original installation site.

Part XII. Non-Destruction, Alteration, or Modification of the Artwork

- 12.01 To the extent required by applicable federal law or other applicable laws and regulations, the CITY shall not intentionally destroy or modify the Artwork in any way whatsoever during the ARTIST'S lifetime without first making a reasonable effort to locate and inform the ARTIST, and to obtain the ARTIST'S written permission, if possible; however, this section shall not apply to modifications caused by the passage of time, the inherent nature of the materials or the result of conservation, lighting or placement in connection with public presentation.
- 12.02 If any significant modification occurs to the Artwork after final acceptance by the CITY under Section 5.02 of this Agreement, whether such change is intentional, unintentional, or malicious, and if the ARTIST makes a written request to the CITY that the Artwork no longer be represented as the work of the ARTIST, then the Artwork shall no longer be so.

Part XIII. General Provisions

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

- 13.02 The CITY is an equal opportunity employer.
- 13.03 In the performance of this Agreement, the DONOR and ARTIST will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The ARTIST shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- 13.05 Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.
- 13.06 Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.
- 13.07 If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.
- 13.08 This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.
- 13.09 Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Island County, Washington.
- 13.10 If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 13.11 If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision that may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

Section XIV. Entire Agreement.

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

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

CITY:

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

Scott Dudley, Mayor

ATTEST:

~~Valerie Loffler~~, CITY Clerk
ANNA THOMPSON,

ARTIST:

Name Richard Nash
Address 3266 CORNW
OAK HARBOR WA

Richard Nash

DONOR:

Name Walter V. Funk
Address 1300 OAK
Barrington, WA
360 678 8009

x

EXHIBIT A

ARTIST WAIVER OF RIGHTS

On this date, JAN 18 2014, in Oak Harbor, Washington, RICHARD NASH (Artist name), artist, in consideration of being retained as an artist to complete art associated with the Pioneer Way Improvement Project, hereby voluntarily releases and waives all artist rights to the artwork described as:

DESCRIPTION OF ARTWORK

This Waiver has been executed by artist RICHARD NASH, voluntarily and with full knowledge of the rights afforded him/her under the Visual Artist Right's act, Section 106A(e)(1) of Title 17 of the United States Code.

Dated: JAN 28, 2014

RICHARD NASH
ARTIST

EXHIBIT B

As-Built Information (Artwork Detail)

(Press the F1 key for help text and additional instructions on how to add lines when more fields are required.)

- A. Is the artwork design, materials, fabrication, or location different from the final proposal? Yes No

If yes, please describe which portions of the final proposal are different than the completed artwork.

1. (Describe differences in the completed artwork and the final proposal)

1. Installation/Foundation

(Press the F1 key for help text and additional instructions on how to add lines when more fields are required.)

- A. Is the artwork permanently installed? Yes No

- B. Can the artwork be de-installed without being damaged? Yes No

- C. Explain the process of de-installation that would allow for the least amount of damage to the artwork.

1. (Enter deinstallation process)

- D. Describe the footing, support structure, mounting, or suspension system for the artwork. Include material type, trade name, composition, hardware specifics, vendor, etc.

1. (Enter detailed information)see attached info titled "Installation Notes 11/20"

- E. List the dimensions of the footing, support structure, etc.

1. pedestal: Height: 48 inches./ Width: 14 inches./Depth: 14 inches/ Wt: 300 lbs gms

2. footing: Height: 24 inches./ Width: 24 inches./Depth: 18 inches/ Wt: to be poured at site - 200 lbs gms

3. sculpture: Height: 24 inches./ Width: 24 inches./Depth: 16 inches/ Wt: 40 lbs gms

- F. Are there elements of the footing, support structure, or mounting system that are considered part of the artwork? Yes No

- G. List the components or portions of the footing, support structure, or mounting system that are considered part of the artwork.

1. pedestal / concrete portion that supports the sculpture

- H. List all vendors, contractors, or persons that had a significant role in the installation of the artwork that have not been identified in this section. Include contact information.

1. The City of Oak Harbor

2. The artist

As-Built Information (Installation/Foundation)

(Press the F1 key for help text and additional instructions on how to add lines when more fields are required.)

- A. Is the completed artwork installation, footing, support structure, or mounting system different from the final proposal? Yes No

If yes, please describe which portions of the final proposal are different than the completed artwork. If the engineering requirements have been revised, please include original sets of all stamped engineering revisions.

1. (Describe differences in the completed artwork and the final proposal)

2. Conservation/Maintenance

(Press the F1 key for help text and additional instructions on how to add lines when more fields are required.)

A. Were additional replacement components provided to WSAC or the partner agency for future maintenance and conservation purposes? Include backup software, technology, sound media, etc. N/A

B. List the additional components, material of components, dimension, quantity, and to whom they were provided. If provided to the partner agency, also include the person's name, title, and contact information.

1. N/A

B. Was a mold or dye custom produced for any component of this artwork? Yes No

Will the artist provide WSAC with the molds/dyes and consent to allow pieces to be produced from the molds/dyes for the sole purpose of replacing missing or broken components of the artwork? N/A

Will the molds/dyes remain in the artist's possession after the warranty period? N/A

C. Provide recommendations for annual (routine) maintenance for each material type that comprises the artwork. Include information about any specialized tools or equipment required to perform maintenance.

D. Required to perform maintenance Corten steel needs to have bird excrement washed off with water periodically.

E. Describe what may be acceptable in form, surface, texture, coloration as related to the natural aging, public exposure, or use of each material.

1. Oxidation to a deep wine-brown rust patina is the expectation

F. 2. Concrete will be stained by the floated surface. It can be cleaned, but is up to the cit

G. Describe conceptual elements of the artwork that need to be considered for future conservation, restoration, or re-siting efforts (e.g. position related to solstice shadow, facing magnetic North)

1. None

3. Documents Checklist

Supplemental documentation is required for specific portions of this report. Below is a convenient checklist that will indicate which information is provided by the artist or representative working on the artist's behalf.

(check all that apply)

- A manual or booklet has been created to serve as a supplement to this Detailed Artwork Report.
- MSDS (Material Safety Data Sheets), manufacturer's technical information and instructions for all colorants, sealants, and protective coating systems (with exception to powder coating and porcelain enamel).
- Schematics, drawings, and/or instructions detailing the process of dismantling or deinstalling the artwork.
- Site plan detailing the specific location of all components, including landscape components, that are considered part of the artwork.
- Manufacturers' instruction manuals for all 'off-the-shelf' mechanical and technological components.
- Backup copies of software and digital media files used in the creation of artwork components, as part of the artwork technology, and/or as the artwork itself.
- Photographic documentation of installation, during and after the process. Can be.

Submit the Detailed Artwork Report and enclose all material relevant to each checked section to your project manager as part of the final project documentation.

Thank you for your time...

Your efforts support artwork maintenance and ensure that conservation methods in the future are appropriate and in keeping with the artist's intent and standard of quality.

EXHIBIT C

SITE LOCATION AND DESCRIPTION

On this date, JAN 28, 2014, in Oak Harbor, Washington, Richard Nash (Artist name), artist, in consideration of being retained as an artist to complete art associated with the Pioneer Way Improvement Project, hereby agrees to place the agreed upon artwork on the following public site:

SITE LOCATION AND DESCRIPTION

NORTH OF JAPANESE GARDEN MADRONA PATCH, WINDHAMMER PARK
OAK HARBOR, WA

Dated: JAN 28, 2014

Richard Nash
ARTIST

EXHIBIT D

DETAILED ARTWORK REPORT – PART I

1. Artwork Summary (check all that apply)

- | | | | |
|---|--|---|--|
| <input checked="" type="checkbox"/> Sculpture (3D Work) | <input type="checkbox"/> Wall Hanging/Relief (2D Work) | <input type="checkbox"/> Interior | <input checked="" type="checkbox"/> Exterior |
| <input type="checkbox"/> Integrated Work | <input type="checkbox"/> Site Specific | <input checked="" type="checkbox"/> Permanently Installed | <input checked="" type="checkbox"/> Assembled Onsite |
| <input type="checkbox"/> Removable Components | <input type="checkbox"/> Kinetic | | |

Material/Composition of Artwork (check any that apply; do not include mounting hardware or pedestal information)

- | | | | |
|---|---|--|---|
| <input type="checkbox"/> Acrylic Paint | <input type="checkbox"/> Oil Paint | <input type="checkbox"/> Paint (other) | <input type="checkbox"/> Patina |
| <input type="checkbox"/> Canvas/Woven Fabric | <input type="checkbox"/> Textile (Hand-made) | <input type="checkbox"/> Paper | <input type="checkbox"/> Wood |
| <input type="checkbox"/> Ceramic/Clay | <input checked="" type="checkbox"/> Concrete/Cement | <input type="checkbox"/> Stone | <input type="checkbox"/> Glass |
| <input checked="" type="checkbox"/> Metal (Ferrous) | <input type="checkbox"/> Metal (Non-Ferrous) | <input type="checkbox"/> Plastic/Resin/PVC | <input type="checkbox"/> Bone/Ivory |
| <input type="checkbox"/> Photography | <input type="checkbox"/> Video | <input type="checkbox"/> Electricity/Motor | <input type="checkbox"/> Light (integral to work) |
| <input type="checkbox"/> Digital Media/Software | <input type="checkbox"/> Sound Media/Implements | <input type="checkbox"/> Terrazzo | <input type="checkbox"/> Other: |

Method of Display for Artwork (check any that apply and briefly describe material, e.g. imbedded in concrete, suspended by cable, mounted to brick wall)

- | | |
|---|--|
| <input checked="" type="checkbox"/> Pedestal: | <input type="checkbox"/> Ground Level: |
| <input type="checkbox"/> Suspended: | <input type="checkbox"/> Wall Mounted: |

2. Dimensions/Weight

Overall/Spatial Dimensions of artwork: Height: 72 in Width: 24 in. Depth: 18 in.

Approximate Weight of the entire artwork: 300lbs

How many individual components comprise the artwork? 5

Individual/Dissimilar Component information: Major portions of an artwork are considered components, even if they have several dissimilar materials within each component. Please list components that are not the same, for example 100 stainless steel cutouts of a fish could be considered one component if each fish is exactly the same. If there are more than 8 dissimilar components, attach a separate sheet with dimensional information for each additional component.)

2 components

3. Artwork Detail (Materials/Composition of Artwork/Fabrication Techniques)

Provide proper and common names of all materials and components. Include alloy numbers, brand names, manufacturer name and contact information, supplier name and contact information, and any information that can be used to distinguish the material from other similar products. (For instance, a cast bronze component could have the proper name Bronze alloy CDA. #876, and also have the common name Herculoy Silicon Bronze.)

Corten steel (a steel alloy with copper used in architectural applications also called the "weathering steel")

2D – Wall Hanging/Flat Artwork/Relief

- A. Support material (base or foundation).

- B. Ground material (primer, gesso, etc., used to isolate media from support). Include approximate number of applied layers if known.

- C. Materials/media used in painting, drawing, collage, etc. Include specific information to colors/palette (brand, names, color names, mediums, and texture). Include the method(s) of application, e.g. brush, roller, sponge, sprayer. (Enter material information and manufacturer and supplier information)

- D. Varnish or protective coating (e.g. natural, paint color and type, glaze, sealer, patina, fire retardant, etc.). Include method(s) of application and number of applications. (Enter material information and manufacturer and supplier information).

- E. Materials used in the presentation of the artwork (e.g. composition of pedestal, deck, vitrine, frame, and assembly hardware, etc.) Enter material information and manufacturer and supplier information

- F. Mounting/hanging hardware (e.g. sheetrock mollies, ¼" x 3" galvanized steel lag screws, galvanized d-rings, nooses of stainless steel braided wire, type of cable and fittings, etc.). Enter material information and manufacturer and supplier information

- G. Are there mechanical components (e.g. motors, moving parts, sound implements) incorporated into or as part of the artwork? Yes No
 If Yes, fill in section C in the following section '3D-Sculpture/Integrated Works'.
- H. Are there technological components (e.g. digital media, solar panels, lighting, sound media, video) incorporated into or as part of the artwork? Yes No
 If Yes, fill in sections D, E, and F in the following section '3D-Sculpture/Integrated Works'.
- I. Was digital media used to create any portion of the artwork? (e.g. digital files for porcelain enamel, cut-files for CNC machinery) Yes No
 If Yes, fill in section G in the following section '3D-Sculpture/Integrated Works'.
- J. Are there landscaping components incorporated into or as part of the artwork? Yes No
 If Yes, fill in section H and I in the following section '3D-Sculpture/Integrated Works'.
- K. List all vendors, contractors, or persons that had a significant role in the creation, fabrication, materials, and/or installation of the artwork that have not been identified in this section. Include contact information.
- Skagit River Steel 360 757 6096 ext 222 Linda Hasenheyer
 Superior Systems Inc. 360 466 1234 Jim Pierson
 Don's Welding 360 679 1450 Don Hedstrom (has since closed his business)

3D – Sculpture/Integrated Works

- A. Materials and fabrication techniques used in each component of artwork. For each component entry include materials, manufacturer and/or supplier information, fabrication techniques, and fabricator information.
- Sculpture; Cold formed welded steel
 Pedestal: custom forms for poured concrete
- B. Components that received colorants¹, sealants, or protective coatings. Provide detailed information about the type and application of these coatings, including chemical composition. Attach Material Safety Data Sheets (MSDS) and manufacturer's instructions for each product.
- None

¹ 'Colorants' can include paints, primers, colored waxes, patina chemicals, dyes, pigments, and oxides.

C. Describe the location and delivery of power and/or water supplies to or near the artwork that are utilized for the artwork. Provide detailed information about underground conduit, electrical panels and breakers, or connections to a power source None unless the city wishes to add accent lighting

D. Describe any mechanical components, their placement, and their intended use as they pertain to the artwork.
An All-thread system is used to "tie" together the pedestal and a steel pin is used to attach the sculpture to the pedestal

E. Describe any technological components, their placement, and their intended use as they pertain to the artwork.
None

F. List any digital media (e.g. e.g. digital files for porcelain enamel, cut-files for CNC machinery) used to create or produce the artwork. Identify artwork components and the type, size, and quality (e.g. dots per inch or pixels) of the digital media files that correspond.
None

G. Are there landscape elements that are considered part of the artwork? Yes No
List the names of specific plants, rocks, or natural objects that are considered part of the artwork and describe the aesthetic and/or conceptual factors that determined their use. Also include information regarding the long term intent of the landscape components. (Attach a site map with specific locations of these landscape elements.)

This is an optional component to the installation. The Oak Harbor Garden Club has agreed to make the area an upcoming project and will work with me to establish proper plantings that can both grow in that specific environment and also be complementary to the sculpture.

I. As the work ages, landscape elements can alter drastically and compromise the integrity of other components of the artwork, or possibly even the entire site. Conversely, some landscape components may not develop as intended. Identify any aesthetic or conceptual issues the City of Oak Harbor should consider for reduction or replacement of landscape components.

The landscaping will be determined at an upcoming meeting with the club. It will be composed of shorter, easily pruned and maintained evergreens with appropriate perennials for spring.

J. List all vendors, contractors, or persons that had a significant role in the creation, construction, and fabrication of the artwork that have not been identified in this section. Include contact information.

EXHIBIT E

**TITLE
and
CERTIFICATE of AUTHENTICITY**

**NAME OF ARTWORK
DATE**

This certifies that the Conical/Stone 1 (artwork) that was installed
Windjammer Park (location, Oak Harbor, Washington is an original
concept and personally created by

**NAME OF ARTIST
ADDRESS**

This transfer of title gives the City of Oak Harbor all rights of ownership, except copyright. The artist retains copyright as permitted under the Federal copyright Act of 1974. The title of ownership is transferable, but conditions set forth here remain in effect for any new owners. The owner has non-commercial rights, such as photographs for publication purposes and other rights set forth in the Professional Services Contract.

Dated: JAN 28 2014

Richard B. B. B.
ARTIST

EXHIBIT F
DETAILED ARTWORK REPORT – PART II

As-Built Information (Artwork Detail)

- A. Is the artwork design, materials, fabrication, or location different from the final proposal? Yes No
If yes, please describe which portions of the final proposal are different than the completed artwork.

1. Installation/Foundation

- A. Is the artwork permanently installed? X Yes No
B. Can the artwork be de--installed without being damaged? X Yes No
C. Explain the process of de-installation that would allow for the least amount of damage to the artwork.

Included in the attachment titled "Installation Notes 11/20"

- D. Describe the footing, support structure, mounting, or suspension system for the artwork. Include material type, trade name, composition, hardware specifics, vendor, etc.

Included in the attachment titled "Installation Notes 11/20" Briefly – a welded Corten steel sculpture secured with a "pin" to a sectional concrete pedestal with an all-thread system ultimately bolted to an anchor bolt in the base/footing.

- E. List the dimensions of the footing, support structure, etc.

In "Exhibit B" – concrete footing 24" x 24" x 8" (subject to change as it will be poured at the site); concrete sectional pedestal – 14" x 14" x 48"

- F. Are there elements of the footing, support structure, or mounting system that are considered part of the artwork? X Yes No

- G. List the components or portions of the footing, support structure, or mounting system that are considered part of the artwork.

The pedestal, not the footing

- H. List all vendors, contractors, or persons that had a significant role in the installation of the artwork that have not been identified in this section. Include contact information.

Refer to Exhibit "B"

As-Built Information (Installation/Foundation)

- A. Is the completed artwork installation, footing, support structure, or mounting system different from the final proposal? Yes No
If yes, please describe which portions of the final proposal are different than the completed artwork. If the engineering requirements have been revised, please include original sets of all stamped engineering revisions.

2. Conservation/Maintenance

- A. Were additional replacement components provided to the City of Oak Harbor for future maintenance and conservation purposes? Yes No

List the additional components, material of components, dimension, quantity.

N/A

- B. Was a mold or dye custom produced for any component of this artwork? Yes No

Will the artist provide the City of Oak Harbor with the molds/dyes and consent to allow pieces to be produced from the molds/dyes for the sole purpose of replacing missing or broken components of the artwork? Yes No

Will the molds/dyes remain in the artist's possession after the warranty period? Yes No

- C. Provide recommendations for annual (routine) maintenance for each material type that comprises the artwork. Include information about any specialized tools or equipment required to perform maintenance.

Refer to Exhibit "B"

- D. Provide recommendations for specialized (cyclical) maintenance for each material type that comprises the artwork. Include information about any specialized tools or equipment required to perform maintenance.

Refer to Exhibit "B"

- E. Describe what may be acceptable in form, surface, texture, coloration as related to the natural aging, public exposure, or use of each material.

Refer to Exhibit "B"

- F. Describe conceptual elements of the artwork that need to be considered for future conservation, restoration, or re-siting efforts (e.g. position related to solstice shadow, facing magnetic North)

3. Documents Checklist

Supplemental documentation is required for specific portions of this report. Below is a convenient checklist that will indicate which information is provided by the artist or representative working on the artist's behalf.

- A manual or booklet has been created to serve as a supplement to this Detailed Artwork Report.
- MSDS (Material Safety Data Sheets), manufacturer's technical information and instructions for all colorants, sealants, and protective coating systems (with exception to powder coating and porcelain enamel).
- Schematics, drawings, and/or instructions detailing the process of dismantling or deinstalling the artwork.
- Site plan detailing the specific location of all components, including landscape components, that are considered part of the artwork.
- Manufacturers' instruction manuals for all 'off-the-shelf' mechanical and technological components.
- Backup copies of software and digital media files used in the creation of artwork components, as part of the artwork technology, and/or as the artwork itself.
- Photographic documentation of installation, during and after the process.



City of Oak Harbor City Council Agenda Bill

Bill No. 6.d
Date: February 18, 2014
Subject: Art Acquisition - Kraken –
Artist Bill Hunt

FROM:  Larry Cort, City Administrator
Cac Kamak, Senior Planner

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Scott Dudley, Mayor
 Doug Merriman, Finance Director
 Grant Weed, Interim City Attorney, as to form

PURPOSE

The purpose of this agenda bill is to introduce an art piece for the City Council's consideration. The proposed art piece labeled "Kraken" by artist Bill Hunt is recommended by the Arts Commission to be located at the intersection of SE Pioneer Way and SE City Beach Street.

FISCAL IMPACT

The art piece as recommended by the Arts Commission that comprises of the Kraken and two tentacles around the walk signs on either side of Pioneer Way is estimated at \$33,000. The Arts Acquisition Fund at the end of January 31, 2014 had \$53,863.38. Please note that the January balance of the fund includes a balance payment of \$3500 that has already been committed to the Island Spirit art piece which is yet to be completed and installed.

BACKGROUND

The Pioneer Way street improvement project included four locations for art in its design. Inclusion of art in the street design met the cultural aspect requirement for Greenroads™ designation¹. Of the four locations initially designated for art, three have been completed. These include the Moonwaves (SE Midway Blvd), Stumbly Ducklings (SE Ireland Street), and the Mermaid (SE Dock Street). The fourth location is at the intersection of SE City Beach Street and Pioneer Way.

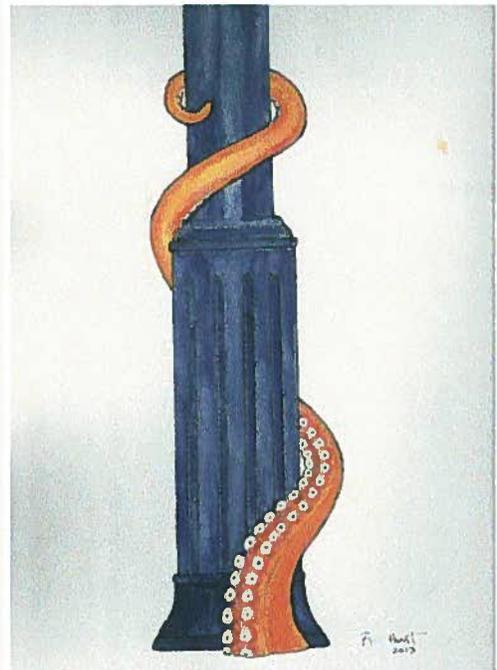
The Arts Commission wanted to bring scale and interest to this fourth location since it is at the beginning of the one-way street and creates an entryway into the downtown. Since there are many vertical elements such as traffic lights, street lights and landscaping that can distract a viewer's attention away from an entryway art piece, the Arts Commission wanted to have a piece uniquely designed to fit into that location and define the entryway. Therefore they wanted to select an artist first and then work on design options.

¹ A Greenroads™ certified project represents a sustainability performance metric for construction of a road project. If at least a minimum of 1% of the total cost of the SE Pioneer Way Improvement Project is dedicated to a public art component, the project will receive 2 points towards a Greenroads™ certification.

City of Oak Harbor City Council Agenda Bill

To select an artist, the commission went back to the pool of artists that provided proposals during the initial design phase of the Pioneer Way improvements. Artist Bill Hunt surfaced to the top of that review because of his proposal “Harbor Seal”². The Arts Commission felt that he had the skills and technique to design a piece that can have substantial scale to make an impact at this intersection.

Artist Bill Hunt was equally interested in working on a piece for Oak Harbor. He met with the Arts Commission and worked through several concepts that ranged from whales, seals and octopi. The Arts Commission also wanted to explore the option of extending the sculpture across the street to the north and therefore pursued the concept of the octopus with a tentacle across the street wrapping around the walk signal. Eventually the idea evolved into the “Kraken” and the current proposal.



The Arts Commission decided to work with a budget of \$30,000 that is similar to the budget for the other three pieces along Pioneer Way³. The artist indicated that the art piece can be done within that budget and will have only one tentacle across the street. He also indicated that additional tentacles can be done for an additional cost.

² Bill Hunt’s original proposal for Pioneer Way called “Harbor Seal” was a sculpture proposed to be 16 ft tall. The proposal did not gain traction at that time since the piece included depictions of kelp that appeared to be thin and fragile and likely to not withstand vandalism.

³ Moonwaves = \$30,000; Mermaid = \$30,000; Stumbly Ducklings = \$32,610

City of Oak Harbor City Council Agenda Bill

The Arts Commission considered an additional tentacle to wrap around the walk sign on the same side of the street as the sculpture. This was considered since the tentacles on either side of the street can wrap around the walk and extend above the walk sign and further define the entryway into the downtown. The artist considered the extensions of the tentacle and an additional tentacle and quoted an additional cost of \$3000 to accommodate the change for a total amount of \$33,000.



ARTS COMMISSION

The Arts Commission has worked closely with the artist in determining a suitable piece for this location. They have also worked on keeping the City Council informed on this project by sharing updates on this project at workshops. The Arts Commission has considered the additional tentacle and finds that for a minimum additional fee, it creates definition at the entryway and adds to the interest at the art piece. Therefore the Arts Commission recommend that the City Council approve the resolution and authorize

City of Oak Harbor City Council Agenda Bill

the Mayor to sign the agreement with artist Bill Hunt to commission the art as proposed with the additional tentacle for a total sum of \$33,000.

RECOMMENDED ACTION

Approve Resolution 14-06 and authorize the Mayor to sign the agreement with artist Bill Hunt to commission the Kraken as proposed with the additional tentacle for a total sum of \$33,000

ATTACHMENTS

- Resolution 14-06 authorizing the Mayor to enter into an agreement for the acquisition of the art piece
- Copy of Agreement

RESOLUTION NO. 14-06

A RESOLUTION BY THE CITY COUNCIL OF OAK HARBOR AUTHORIZING THE COMMISSIONING OF PUBLIC ART KNOWN AS THE “KRAKEN”, TO BE CREATED BY ARTIST BILL HUNT

WHEREAS, the city finds that public artistic expression of all kinds enhance the cultural, economic, educational and social life of the community and benefits the health and welfare of the City’s residence: and

WHEREAS, the City finds it appropriate, necessary, and desirable to promote and support public experiences of the visual arts and artistic disciplines for the good of the citizens of Oak Harbor: and

WHEREAS, the Arts Commission was created on October 18, 2005 as an advisory body to the Mayor and the City Council to foster arts and cultural programs, foster the development of a local arts community, encourage an environment for the success of working artists and further the vision of Oak Harbor as a vibrant and progressive community: and

WHEREAS, the Arts Acquisition and Maintenance Fund was created on April 7, 2009 by imposing the .25% utility tax on water, sewer and solid waste utilities, since an on-going steady source of funding for the arts was desirable; and

WHEREAS, the Arts Commission reviewed the art proposal known as “KRAKEN” by artist Bill Hunt proposed at intersection of SE Pioneer Way and SE City Beach Street and has recommended approval; and

WHEREAS, the Arts Commission has recommended an amount of approximately \$33,000 towards the design, build and installation of the piece; and

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Oak Harbor, Washington, the Mayor is authorized to sign the attached Professional Services Agreement for the commissioning of “Kraken”, by artist Bill Hunt to be located at intersection of SE Pioneer Way and SE City Beach Street.

PASSED by the City Council of the City of Oak Harbor and approved by its Mayor this 18th day of February, 2014.

CITY OF OAK HARBOR

MAYOR

ATTEST:

Approved as to Form:

City Clerk

City Attorney

**CITY OF OAK HARBOR
PROFESSIONAL SERVICES
AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, 2014, between the CITY of Oak Harbor Washington, hereinafter called the "CITY", and Bill Hunt, hereinafter referred to as the "ARTIST".

WITNESSETH THAT:

WHEREAS, the provision of art in public places, whether in the form of freestanding pieces such as sculptures or memorials, architectural embellishments, or other forms incorporated into areas accessible to the public makes the CITY more interesting and vibrant for its residents and visitors; and

WHEREAS, the CITY desires to facilitate the provision of art in a public place; and

WHEREAS, the CITY has selected the ARTIST to be commissioned to create and install an original and appropriate work of art, all as described in this Agreement; and

WHEREAS, the ARTIST is qualified and able to perform the services, and is willing to accept the commission as described in this Agreement; and

WHEREAS, the CITY desires to own and maintain such work of art as provided herein;

NOW, THEREFORE, in consideration of the mutual undertakings and covenants contained herein, the CITY and ARTIST, hereby agree as follows:

Part I. Term and Termination

- 1.01 This Agreement shall not become effective until signed by all parties.
- 1.02 This Agreement shall terminate upon the issuance of a written notice of acceptance by the CITY and transfer of ownership of the Artwork to the CITY pursuant to Part IV of this Agreement, unless earlier terminated as provided herein.
- 1.03 Prior to acceptance of the artwork, a waiver of certain rights and conditions attributed to the artist, in the Visual Artists Rights Act 106A, must be signed by the ARTIST as described in Exhibit A.
- 1.04 If the ARTIST fails to fulfill any of his/her obligations under this Agreement in a timely or proper manner, or if the ARTIST violates any of the covenants, agreements, or stipulations of this Agreement, the CITY thereupon shall have the right to terminate this Agreement by giving the ARTIST written notice of termination at least ten (10) days before the effective date of termination. The termination date and reasons for the

termination shall be stated in the notice. In such event, all finished or unfinished drawings, specifications, models, portions of the Artwork, supplies, or other objects which have been prepared by the ARTIST under this Agreement shall at the option of the CITY become the CITY's property, and the ARTIST shall be entitled to receive just and equitable compensation for any work completed under this Agreement to the satisfaction of the CITY. The ARTIST shall be liable to the CITY for damages sustained by virtue of any breach of this Agreement by the ARTIST. The CITY may withhold any payments to the ARTIST for the purposes of set-off until such time as the exact amount of damages due the CITY from the ARTIST is determined. Damages shall include all amounts paid pursuant to the Agreement. In addition thereto, the CITY has the right to recover attorney's fees, costs and expenses.

Part II. Engagement of the ARTIST; Designation of the Artwork; Community Involvement

- 2.01 Subject to the terms and conditions of this Agreement, the CITY engages the ARTIST, and the ARTIST agrees to be so engaged, to design, fabricate, create and install the Artwork (collectively, hereinafter "the Work") as described in "Exhibit B", attached hereto and incorporated herein by reference. The ARTIST, at his/her sole expense, shall provide all labor, materials, and supplies necessary to complete the Work.
- 2.02 The ARTIST shall perform the Work in a satisfactory and competent manner, consistent with the best standards in the ARTIST'S field, and the Artwork shall be designed, fabricated and installed in a manner that is structurally sound. If the ARTIST employs or engages a person or firm to perform a part of the Work, the ARTIST shall ensure that each such person or firm shall agree to perform such part of the Work in a satisfactory and competent manner, consistent with the best standards in such person's or firm's field. Notwithstanding the ARTIST'S employment of a person or firm to perform a part of the Work as permitted under this Agreement, the ARTIST shall remain responsible to the CITY for the faithful performance, when due, of the Work, and no delegation or subcontracting of a part of the Work shall relieve the ARTIST of his or her duties under this Agreement.
- 2.03 Throughout the process of the Work, the CITY and the ARTIST shall advise and cooperate with each other with respect to any alteration or revision of the Artwork, including but not limited to a variation in component materials, method of construction, size, and/or appearance, from that which is provided in Exhibit B, or any alteration or revision to the proposed installation site. The ARTIST acknowledges that if the Work is materially altered or revised from that which is provided in Exhibit B and the ARTIST has failed to advise or cooperate with the CITY as provided herein, the CITY may terminate this Agreement without penalty to the City.

Part III. Independent Contractor Relationship.

- 3.01 The ARTIST shall at all times be an independent contractor and not an employee of the CITY and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.

- 3.02 The ARTIST shall not be covered by any CITY benefit programs, such as health and welfare, benefit plans, social security, workers compensation or unemployment compensation, and shall not be treated as an employee for federal tax purposes or any other purpose. The ARTIST shall be responsible for paying all taxes related to payments the CITY makes to the ARTIST, including federal income taxes, self employment (social security and Medicaid) taxes and state business and occupation taxes, and the CITY is not responsible for withholding for or paying any of those taxes.
- 3.03 ARTIST shall indemnify and hold harmless the CITY from and against any and all costs (including attorney's fees incurred in defense) or liabilities (including payroll taxes penalties or interests) arising out of any breach of the above representations and warranties or any assertion that the ARTIST is not an independent contractor.

Part IV. Installation of the Artwork

- 4.01 The Artwork shall be installed and incorporated into a public site that has been chosen and designated by the CITY; such site is identified and described in Exhibit C, attached hereto and incorporated herein by reference. The ARTIST shall provide to the CITY a written description of the manner in which the Artwork shall be installed, including a statement of details regarding the Artwork as described in the Detailed Artwork Report – Part 1 attached hereto as Exhibit D.
- 4.02 The CITY shall cooperate with the ARTIST in the preparation of the site prior to installation.
- 4.03 The ARTIST and the CITY shall consult and agree to the date and time for delivery of the Artwork to the site. The ARTIST shall be responsible for and bear the costs of transportation and installation of the Artwork. The CITY will assist, within existing resources, with the installation of the Artwork.

Part V. Final Acceptance; Title of the Artwork to Vest in the CITY

- 5.01 Upon the completion of the Work and installation of the Artwork to the ARTIST'S satisfaction, the CITY shall inspect the work and present the ARTIST with a detailed listing of any observed flaws. When the CITY is satisfied with the Work, the City shall provide written notice to the ARTIST of their final acceptance of the Work, which notice shall state that the Work has been completed and the Artwork has been installed as agreed to by the parties and to the satisfaction of the CITY.
- 5.02 Upon final acceptance, title to the Artwork shall pass from the ARTIST to, and vest in, the CITY as described in Exhibit E. The ARTIST hereby donates and transfers to the CITY the ARTIST'S rights except those limited by this Agreement, title, and interest in and to the Artwork. Thereafter, the CITY shall retain all written documentation regarding the Artwork, and shall have, for maintenance and historical documentation purposes only, the right to a copy of all drawings, sketches and designs of the Artwork produced prior to final acceptance of the Work.

- 5.03 Upon final acceptance, the ARTIST shall be available for a public dedication of the Artwork; and, the CITY, and the ARTIST, shall provide appropriate, on-site signage to identify the Artwork by the ARTIST'S name, the year of fabrication, and other information deemed appropriate by the CITY.

Part VI. Schedule of Performance, Compensation and Method of Payment.

- 6.01 The CITY shall pay to the ARTIST for performance of the Work and for the Artwork as provided in this Part of the Agreement; however, in no event shall the ARTIST be paid an amount in excess of the sum of \$33,000. This amount shall constitute full and complete compensation for the ARTIST'S Work and Artwork; the ARTIST shall be solely responsible for all expenses necessary for the performance of this Agreement, including any cost overruns.
- 6.02 Upon approval of the completed preliminary design, the ARTIST shall proceed with the execution of the Work and the CITY agrees to pay the total purchase price of \$33,000 .
- a. An initial payment of \$ 15,000 will be made to the ARTIST for materials and incurred expenses within 30 days of invoice.
 - b. An interim payment of \$4000 will be made when the structural wireframe for the piece has been completed.
 - c. An interim payment of \$4000 will be made prior to delivery and installation.
 - c. The balance of the purchase price, \$ 10,000 will be paid to the ARTIST within 30 days of the completed installation. The Work will be completed and installed no later than March 30, 2015.
- 6.03 The above-stated purchase price includes the cost of materials necessary to create the Work and the cost of any additional labor services necessary to create the WORK, including workers' compensation coverage for employees.

Part VII. Warranty; Indemnification; and, Release

- 7.01 The ARTIST represents and warrants to the CITY that:
- a. He or she is the sole creator of the Artwork and that the ARTIST has full power and authority to make this Agreement;
 - b. The Artwork does not infringe upon any copyright or violate any property right or other rights; and,
 - c. No lien or encumbrance exists against the Artwork and that following the transfer of title to the Artwork to the CITY, no individual or entity will have any right or interest in the Artwork that is prior or superior to the CITY's right and interest.

The ARTIST further represents and warrants that the Artwork, as fabricated and installed, will be structurally sound and free of defects in material and workmanship, including any defects consisting of "inherent vice" or qualities which cause or accelerate deterioration of the Artwork, and shall be designed so as routinely not to require extensive or extraordinary maintenance or conservation measures. The parties agree and acknowledge

that the Work will remain outside and exposed to the elements and climate changes and will not be stored, or otherwise provided special protection during cold or severe weather conditions. These warranties shall be in effect for a period of one (1) year after final acceptance of the Artwork under Part IV of this Agreement and transfer of ownership to the CITY.

- 7.02 The ARTIST agrees to defend, indemnify, and hold harmless the CITY, and their respective officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against such parties for or on account of any matter arising from performance of the Work performed by the ARTIST pursuant to this Agreement.
- 7.03 Unless otherwise provided, the ARTIST acknowledges that until the ownership of the Artwork is transferred to the CITY pursuant to Section 5.02 of this Agreement, any injury to property or persons caused by the Artwork or any damage to, theft of, vandalism to, or acts of God affecting the Artwork are the sole responsibility of the ARTIST, including but not limited to any loss occurring during the creation, storage, transportation, delivery or installation of the Artwork, regardless of where such loss occurs.

Part VIII. Insurance

- 8.01 The ARTIST shall procure and maintain during the life of this Agreement such comprehensive general liability insurance as will protect the ARTIST, and the CITY, and each of their respective officers, agents, employees and subcontractors performing any of the Work covered by this Agreement, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations or work under this Agreement, whether such operations or work be by the ARTIST or the CITY, or any of their respective officers, agents, employees and subcontractors performing any of the Work. The amounts of insurance shall be not less than One Million Dollars (\$1,000,000) combined single limit for any one occurrence covering both body injury and property damage, including accidental death.
- 8.02 The insurance policy or policies procured as required by Section 8.01 shall name the CITY as additional insured parties, and shall require a thirty-day mandatory cancellation notice.
- 8.03 ARTIST shall furnish the CITY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the ARTIST before commencement of the work.

Part IX. Copyright and Reproduction Rights

- 9.01 The ARTIST expressly reserves every right available to the ARTIST under the Federal Copyright Act and other applicable statutes to control the making or dissemination of copies or reproductions of the Artwork, except the rights which are limited by this

Agreement.

- 9.02 The ARTIST certifies that the Artwork created pursuant to this Agreement is a unique work of art and has not been and will not be substantially duplicated by the ARTIST without the prior written permission of the CITY. Should the ARTIST decide to reproduce the Artwork in an edition or in any other way, the ARTIST shall first obtain the written permission of the CITY.
- 9.03 The CITY retains the right to publish and distribute photographs, drawings or other forms of reproductions of the Artwork as installed and formally accepted by the CITY, for reference, promotional, educational and scholarly purposes. The CITY agrees to make no commercial use of the Artwork without the ARTIST'S written consent. If such consent is obtained from the ARTIST, all reproductions of the Artwork by the CITY shall contain a credit to the ARTIST that states the ARTIST'S name and year of creation,
- 9.04 The ARTIST agrees to include on or in any form of reproduction of the Artwork initiated or authorized by the ARTIST, a credit to the CITY, stating that the Artwork was commissioned and is owned by the CITY.

Part X. Maintenance, Repair, and Restoration

- 10.01 If, within the time period specified in Section 7.01 of this Agreement, the Artwork exhibits any structural or cosmetic defect or flaw in violation of the ARTIST'S warranty, the ARTIST shall repair the Artwork or replace any defective component of the Artwork at no cost to the CITY. All repairs or cures to defects shall be consistent with professional conservation standards.
- 10.02 Except as provided in Section 10.01, after the written notice of final acceptance has been issued and transfer of ownership has occurred, the CITY shall maintain and protect the Artwork as it reasonably determines, being responsible for the care, custody, maintenance and security of the Artwork. Any required maintenance of the Artwork shall be carried out by the CITY with the intention of protecting the value, integrity, and authenticity of the Artwork.
- 10.03 After the expiration of the warranty period, the CITY will make a reasonable effort to consult with the ARTIST in all matters concerning repairs and restoration of the Artwork.
- 10.04 The ARTIST shall provide to the CITY a written description of as-built information of the artwork and installation/foundation as described in the Detailed Artwork Report – Part 1I attached hereto as Exhibit F.

Part XI. Relocation or Removal of the Artwork

- 11.01 Upon final acceptance and transfer of title to the Artwork to the CITY, the CITY shall have the authority and sole discretion thereafter to remove, or remove and relocate, the Artwork from the original installation site.

Part XII. Non-Destruction, Alteration, or Modification of the Artwork

- 12.01 To the extent required by applicable federal law or other applicable laws and regulations, the CITY shall not intentionally destroy or modify the Artwork in any way whatsoever during the ARTIST'S lifetime without first making a reasonable effort to locate and inform the ARTIST, and to obtain the ARTIST'S written permission, if possible; however, this section shall not apply to modifications caused by the passage of time, the inherent nature of the materials or the result of conservation, lighting or placement in connection with public presentation.
- 12.02 If any significant modification occurs to the Artwork after final acceptance by the CITY under Section 5.02 of this Agreement, whether such change is intentional, unintentional, or malicious, and if the ARTIST makes a written request to the CITY that the Artwork no longer be represented as the work of the ARTIST, then the Artwork shall no longer be so.

Part XIII. General Provisions

- 13.01 The ARTIST, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- 13.02 The CITY is an equal opportunity employer.
- 13.03 In the performance of this Agreement, the ARTIST will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The ARTIST shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- 13.04 The ARTIST shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the ARTIST not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.
- 13.05 Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

- 13.06 Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.
- 13.07 If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.
- 13.08 This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.
- 13.09 Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Island County, Washington.
- 13.10 If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 13.11 If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision that may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

Section XIV. Entire Agreement.

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

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

CITY:

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

Scott Dudley, Mayor

ATTEST:

CITY Clerk

SERVICE PROVIDER:

Name _____
Address _____

EXHIBIT A

ARTIST WAIVER OF RIGHTS

On this date, _____, in Oak Harbor, Washington, Bill Hunt (Artist name), artist, in consideration of being retained as an artist to complete art associated with the Pioneer Way Improvement Project, hereby voluntarily releases and waives all artist rights to the artwork described as:

KRAKEN

This Waiver has been executed by artist Bill Hunt, voluntarily and with full knowledge of the rights afforded him/her under the Visual Artist Right's act, Section 106A(e)(1) of Title 17 of the United States Code.

Dated: _____

ARTIST

EXHIBIT

As-Built Information (Artwork Detail)

(Press the F1 key for help text and additional instructions on how to add lines when more fields are required.)

- A. Is the artwork design, materials, fabrication, or location different from the final proposal? Yes No

If yes, please describe which portions of the final proposal are different than the completed artwork.

1. (Describe differences in the completed artwork and the final proposal)

1. Installation/Foundation

(Press the F1 key for help text and additional instructions on how to add lines when more fields are required.)

- A. Is the artwork permanently installed? Yes No

- B. Can the artwork be deinstalled without being damaged? Yes No

- C. Explain the process of deinstallation that would allow for the least amount of damage to the artwork.

1. (Enter deinstallation process)

- D. Describe the footing, support structure, mounting, or suspension system for the artwork. Include material type, trade name, composition, hardware specifics, vendor, etc.

1. (Enter detailed information)

- E. List the dimensions of the footing, support structure, etc.

1. (ENTER SUPPORT NAME): Height: inches./ Width: inches./Depth: inches/ Wt: lbs gms
2. (ENTER SUPPORT NAME): Height: inches./ Width: inches./Depth: inches/ Wt: lbs gms
3. (ENTER SUPPORT NAME): Height: inches./ Width: inches./Depth: inches/ Wt: lbs gms

- F. Are there elements of the footing, support structure, or mounting system that are considered part of the artwork? Yes No

- G. List the components or portions of the footing, support structure, or mounting system that are considered part of the artwork.

1. (ENTER SUPPORT COMPONENT) / (Enter detailed information)

- H. List all vendors, contractors, or persons that had a significant role in the installation of the artwork that have not been identified in this section. Include contact information.

1. (Enter Vendor Name, Contact Information, Role)
2. (Enter Vendor Name, Contact Information, Role)

As-Built Information (Installation/Foundation)

(Press the F1 key for help text and additional instructions on how to add lines when more fields are required.)

- A. Is the completed artwork installation, footing, support structure, or mounting system different from the final proposal? Yes No

If yes, please describe which portions of the final proposal are different than the completed artwork. If the engineering requirements have been revised, please include original sets of all stamped engineering revisions.

1. (Describe differences in the completed artwork and the final proposal)

2. Conservation/Maintenance

(Press the F1 key for help text and additional instructions on how to add lines when more fields are required.)

- A. Were additional replacement components provided to WSAC or the partner agency for future maintenance and conservation purposes? Include backup software, technology, sound media, etc. Yes No
- List the additional components, material of components, dimension, quantity, and to whom they were provided. If provided to the partner agency, also include the person's name, title, and contact information.
1. (Enter component information)
- B. Was a mold or dye custom produced for any component of this artwork? Yes No
- Will the artist provide WSAC with the molds/dyes and consent to allow pieces to be produced from the molds/dyes for the sole purpose of replacing missing or broken components of the artwork? Yes No
- Will the molds/dyes remain in the artist's possession after the warranty period? Yes No
- C. Provide recommendations for annual (routine) maintenance for each material type that comprises the artwork. Include information about any specialized tools or equipment required to perform maintenance.
1. (ENTER MATERIAL TYPE) / (Enter recommended maintenance) / (Specialized tool/equipment information)
 2. (ENTER MATERIAL TYPE) / (Enter recommended maintenance) / (Specialized tool/equipment information)
- D. Provide recommendations for specialized (cyclical) maintenance for each material type that comprises the artwork. Include information about any specialized tools or equipment required to perform maintenance.
1. (ENTER MATERIAL TYPE) / (Enter recommended maintenance) / (Specialized tool/equipment information)
 2. (ENTER MATERIAL TYPE) / (Enter recommended maintenance) / (Specialized tool/equipment information)
- E. Describe what may be acceptable in form, surface, texture, coloration as related to the natural aging, public exposure, or use of each material.
1. (ENTER MATERIAL TYPE) / (Describe acceptable aging changes)
 2. (ENTER MATERIAL TYPE) / (Describe acceptable aging changes)
- F. Describe conceptual elements of the artwork that need to be considered for future conservation, restoration, or re-siting efforts (e.g. position related to solstice shadow, facing magnetic North)
1. (Enter conceptual information)

3. Documents Checklist

Supplemental documentation is required for specific portions of this report. Below is a convenient checklist that will indicate which information is provided by the artist or representative working on the artist's behalf.

(check all that apply)

- A manual or booklet has been created to serve as a supplement to this Detailed Artwork Report.
- MSDS (Material Safety Data Sheets), manufacturer's technical information and instructions for all colorants, sealants, and protective coating systems (with exception to powder coating and porcelain enamel).
- Schematics, drawings, and/or instructions detailing the process of dismantling or deinstalling the artwork.
- Site plan detailing the specific location of all components, including landscape components, that are considered part of the artwork.
- Manufacturers' instruction manuals for all 'off-the-shelf' mechanical and technological components.
- Backup copies of software and digital media files used in the creation of artwork components, as part of the artwork technology, and/or as the artwork itself.
- Photographic documentation of installation, during and after the process.

Submit the Detailed Artwork Report and enclose all material relevant to each checked section to your project manager as part of the final project documentation.

Thank you for your time...

Your efforts support artwork maintenance and ensure that conservation methods in the future are appropriate and in keeping with the artist's intent and standard of quality.

EXHIBIT C

SITE LOCATION AND DESCRIPTION

On this date, _____, in Oak Harbor, Washington, Bill Hunt (Artist name), artist, in consideration of being retained as an artist to complete art associated with the Pioneer Way Improvement Project, hereby agrees to place the agreed upon artwork on the following public site:

SITE LOCATION AND DESCRIPTION

The proposed art piece shall be located on the southeast corner of the intersection of Pioneer Way and City Beach Street. An 8ft x 8ft space will accommodate the base of the proposed art. The art piece will also be extended to incorporate other features adjacent to and across the street (northeast corner) such as but not limited to walk signals, planters, etc as reasonably and practicably possible

Dated: _____

ARTIST

EXHIBIT D

DETAILED ARTWORK REPORT – PART I

1. Artwork Summary (check all that apply)

- | | | | |
|---|--|---|--|
| <input checked="" type="checkbox"/> Sculpture (3D Work) | <input type="checkbox"/> Wall Hanging/Relief (2D Work) | <input type="checkbox"/> Interior | <input checked="" type="checkbox"/> Exterior |
| <input type="checkbox"/> Integrated Work | <input type="checkbox"/> Site Specific | <input checked="" type="checkbox"/> Permanently Installed | <input checked="" type="checkbox"/> Assembled Onsite |
| <input type="checkbox"/> Removable Components | <input type="checkbox"/> Kinetic | | |

Material/Composition of Artwork (check any that apply; do not include mounting hardware or pedestal information)

- | | | | |
|---|---|--|---|
| <input type="checkbox"/> Acrylic Paint | <input type="checkbox"/> Oil Paint | <input type="checkbox"/> Paint (other) | <input type="checkbox"/> Patina |
| <input type="checkbox"/> Canvas/Woven Fabric | <input type="checkbox"/> Textile (Hand-made) | <input type="checkbox"/> Paper | <input type="checkbox"/> Wood |
| <input type="checkbox"/> Ceramic/Clay | <input checked="" type="checkbox"/> Concrete/Cement | <input type="checkbox"/> Stone | <input type="checkbox"/> Glass |
| <input checked="" type="checkbox"/> Metal (Ferrous) | <input type="checkbox"/> Metal (Non-Ferrous) | <input type="checkbox"/> Plastic/Resin/PVC | <input type="checkbox"/> Bone/Ivory |
| <input type="checkbox"/> Photography | <input type="checkbox"/> Video | <input type="checkbox"/> Electricity/Motor | <input type="checkbox"/> Light (integral to work) |
| <input type="checkbox"/> Digital Media/Software | <input type="checkbox"/> Sound Media/Implements | <input type="checkbox"/> Terrazzo | <input type="checkbox"/> Other: |

Method of Display for Artwork (check any that apply and briefly describe material, e.g. imbedded in concrete, suspended by cable, mounted to brick wall)

- | | |
|---|--|
| <input checked="" type="checkbox"/> Pedestal: | <input type="checkbox"/> Ground Level: |
| <input type="checkbox"/> Suspended: | <input type="checkbox"/> Wall Mounted: |

2. Dimensions/Weight

Overall/Spatial Dimensions of artwork: Height: 72 in Width: 24 in. Depth: 18 in.

Approximate Weight of the entire artwork: 300lbs

How many individual components comprise the artwork? 5

Individual/Dissimilar Component information: Major portions of an artwork are considered components, even if they have several dissimilar materials within each component. Please list components that are not the same, for example 100 stainless steel cutouts of a fish could be considered one component if each fish is exactly the same. If there are more than 8 dissimilar components, attach a separate sheet with dimensional information for each additional component.)

2 components

3. Artwork Detail (Materials/Composition of Artwork/Fabrication Techniques)

Provide proper and common names of all materials and components. Include alloy numbers, brand names, manufacturer name and contact information, supplier name and contact information, and any information that can be used to distinguish the material from other similar products. (For instance, a cast bronze component could have the proper name Bronze alloy CDA. #876, and also have the common name Herculoy Silicon Bronze.)

Corten steel (a steel alloy with copper used in architectural applications also called the "weathering steel")

- G. Are there mechanical components (e.g. motors, moving parts, sound implements) incorporated into or as part of the artwork? Yes No
 If Yes, fill in section C in the following section '3D-Sculpture/Integrated Works'.
- H. Are there technological components (e.g. digital media, solar panels, lighting, sound media, video) incorporated into or as part of the artwork? Yes No
 If Yes, fill in sections D, E, and F in the following section '3D-Sculpture/Integrated Works'.
- I. Was digital media used to create any portion of the artwork? (e.g. digital files for porcelain enamel, cut-files for CNC machinery) Yes No
 If Yes, fill in section G in the following section '3D-Sculpture/Integrated Works'.
- J. Are there landscaping components incorporated into or as part of the artwork? Yes No
 If Yes, fill in section H and I in the following section '3D-Sculpture/Integrated Works'.
- K. List all vendors, contractors, or persons that had a significant role in the creation, fabrication, materials, and/or installation of the artwork that have not been identified in this section. Include contact information.
- Skagit River Steel 360 757 6096 ext 222 Linda Hasenheyer
 Superior Systems Inc. 360 466 1234 Jim Pierson
 Don's Welding 360 679 1450 Don Hedstrom (has since closed his business)

3D – Sculpture/Integrated Works

- A. Materials and fabrication techniques used in each component of artwork. For each component entry include materials, manufacturer and/or supplier information, fabrication techniques, and fabricator information.
- Sculpture; Cold formed welded steel
 Pedestal: custom forms for poured concrete
- B. Components that received colorants¹, sealants, or protective coatings. Provide detailed information about the type and application of these coatings, including chemical composition. Attach Material Safety Data Sheets (MSDS) and manufacturer's instructions for each product.
- None

¹ 'Colorants' can include paints, primers, colored waxes, patina chemicals, dyes, pigments, and oxides.

C. Describe the location and delivery of power and/or water supplies to or near the artwork that are utilized for the artwork. Provide detailed information about underground conduit, electrical panels and breakers, or connections to a power source None unless the city wishes to add accent lighting

D. Describe any mechanical components, their placement, and their intended use as they pertain to the artwork.
An All-thread system is used to "tie" together the pedestal and a steel pin is used to attach the sculpture to the pedestal

E. Describe any technological components, their placement, and their intended use as they pertain to the artwork.
None

F. List any digital media (e.g. e.g. digital files for porcelain enamel, cut-files for CNC machinery) used to create or produce the artwork. Identify artwork components and the type, size, and quality (e.g. dots per inch or pixels) of the digital media files that correspond.
None

G. Are there landscape elements that are considered part of the artwork? Yes No
List the names of specific plants, rocks, or natural objects that are considered part of the artwork and describe the aesthetic and/or conceptual factors that determined their use. Also include information regarding the long term intent of the landscape components. (Attach a site map with specific locations of these landscape elements.)

This is an optional component to the installation. The Oak Harbor Garden Club has agreed to make the area an upcoming project and will work with me to establish proper plantings that can both grow in that specific environment and also be complementary to the sculpture.

I. As the work ages, landscape elements can alter drastically and compromise the integrity of other components of the artwork, or possibly even the entire site. Conversely, some landscape components may not develop as intended. Identify any aesthetic or conceptual issues the City of Oak Harbor should consider for reduction or replacement of landscape components.

The landscaping will be determined at an upcoming meeting with the club. It will be composed of shorter, easily pruned and maintained evergreens with appropriate perennials for spring.

J. List all vendors, contractors, or persons that had a significant role in the creation, construction, and fabrication of the artwork that have not been identified in this section. Include contact information.

EXHIBIT E

**TITLE
and
CERTIFICATE of AUTHENTICITY**

**NAME OF ARTWORK
DATE**

This certifies that the Kraken (artwork) that was installed on the southeast corner of Pioneer Way and City Beach Street (location), Oak Harbor, Washington is an original concept and personally created by

BILL HUNT
Kelp Forest Gallery
855 SW Pine Ave
Depoe Bay, OR 97341

This transfer of title gives the City of Oak Harbor all rights of ownership, except copyright. The artist retains copyright as permitted under the Federal copyright Act of 1974. The title of ownership is transferable, but conditions set forth here remain in effect for any new owners. The owner has non-commercial rights, such as photographs for publication purposes and other rights set forth in the Professional Services Contract.

Dated: _____

ARTIST

EXHIBIT F
DETAILED ARTWORK REPORT – PART II

As-Built Information (Artwork Detail)

- A. Is the artwork design, materials, fabrication, or location different from the final proposal? Yes No
If yes, please describe which portions of the final proposal are different than the completed artwork.

1. Installation/Foundation

- A. Is the artwork permanently installed? Yes No
- B. Can the artwork be deinstalled without being damaged? Yes No
- C. Explain the process of deinstallation that would allow for the least amount of damage to the artwork.
- D. Describe the footing, support structure, mounting, or suspension system for the artwork. Include material type, trade name, composition, hardware specifics, vendor, etc.
- E. List the dimensions of the footing, support structure, etc.
- F. Are there elements of the footing, support structure, or mounting system that are considered part of the artwork? Yes No
- G. List the components or portions of the footing, support structure, or mounting system that are considered part of the artwork.
- H. List all vendors, contractors, or persons that had a significant role in the installation of the artwork that have not been identified in this section. Include contact information.

As-Built Information (Installation/Foundation)

- A. Is the completed artwork installation, footing, support structure, or mounting system different from the final proposal? Yes No
If yes, please describe which portions of the final proposal are different than the completed artwork. If the engineering requirements have been revised, please include original sets of all stamped engineering revisions.

2. Conservation/Maintenance

- A. Were additional replacement components provided to the City of Oak Harbor for future maintenance and conservation purposes? Yes No

List the additional components, material of components, dimension, quantity.

- B. Was a mold or dye custom produced for any component of this artwork? Yes No

Will the artist provide the City of Oak Harbor with the molds/dyes and consent to allow pieces to be produced from the molds/dyes for the sole purpose of replacing missing or broken components of the artwork? Yes No

Will the molds/dyes remain in the artist's possession after the warranty period? Yes No

- C. Provide recommendations for annual (routine) maintenance for each material type that comprises the artwork. Include information about any specialized tools or equipment required to perform maintenance.

- D. Provide recommendations for specialized (cyclical) maintenance for each material type that comprises the artwork. Include information about any specialized tools or equipment required to perform maintenance.

- E. Describe what may be acceptable in form, surface, texture, coloration as related to the natural aging, public exposure, or use of each material.

- F. Describe conceptual elements of the artwork that need to be considered for future conservation, restoration, or re-siting efforts (e.g. position related to solstice shadow, facing magnetic North)

3. Documents Checklist

Supplemental documentation is required for specific portions of this report. Below is a convenient checklist that will indicate which information is provided by the artist or representative working on the artist's behalf.

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- Site plan detailing the specific location of all components, including landscape components, that are considered part of the artwork.
- Manufacturers' instruction manuals for all 'off-the-shelf' mechanical and technological components.
- Backup copies of software and digital media files used in the creation of artwork components, as part of the artwork technology, and/or as the artwork itself.
- Photographic documentation of installation, during and after the process.

City of Oak Harbor City Council Agenda Bill

Bill No. 9.a
Date: February 18, 2014
Subject: Impact Fee Reduction Code

FROM: Steve Powers
Development Services Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Scott Scott Dudley, Mayor
Larry Larry Cort, City Administrator
Doug Doug Merriman, Finance Director
Grant Grant Weed, Interim City Attorney, as to form

PURPOSE

This agenda bill requests the City Council decide if the existing, temporary reduction in impact fees for residential development shall be allowed to expire on February 28, 2014 as provided for in Ordinance No. 1643.

FISCAL IMPACT DESCRIPTION

Funds Required: N/A

Appropriation Source: N/A

The reduced impact fees implemented under Ordinance No. 1643 (Attachment 1) were in effect from March 1, 2013 until February 28, 2014. During that time period 48 residential permits were issued, with \$38,479.00 in park and \$21,768.00 in transportation impact fees collected. By comparison, from March 1, 2012 through February 28, 2013 saw 42 residential permits issued and the collection of \$69,163.50 in park and \$38,094.00 in transportation impact fees. (Please see Attachment 2 for building permit and impact fee data.)

SUMMARY STATEMENT

On February 19, 2013, the City Council adopted Ordinance No. 1643 which reduced by 50% the amount of park and transportation impact fees paid by residential development. This action was taken to provide an incentive to residential development. The adopted ordinance noted the impact the recession had on the homebuilding industry and that recovery of that industry is an important part of overall economic recovery. It also established the City Council's desire to provide incentives to this industry through the temporary reduction of impact fees. The temporary reduction will expire on February 28, 2014 unless the City Council takes action to extend it.

City of Oak Harbor City Council Agenda Bill

DISCUSSION

Impact fees are collected and used to help build capital projects necessary to support new growth. A short term reduction in the amount collected as an incentive to residential development is not likely to significantly impact the City's ability to construct needed park and transportation facilities. However, longer term reductions may have a negative effect.

The 'whereas' statements of Ordinance No. 1643 acknowledge the chilling effects the recession had on home building and the Council's belief that providing an incentive to this industry was important. By most accounts the recession is over. Development activity has increased and the City is processing new preliminary plats for the first time in many years. Thus one of the primary reasons for supporting the adoption of Ordinance No. 1643 no longer seems to apply. For this reasons staff recommends the City Council allow the reduced impact fees to expire.

If the City Council wishes to extend this subsidy for residential development the adoption of a new ordinance is necessary. Approval of draft Ordinance No. 1688 will extend the reduced impact fees for a period of one year.

CITY COUNCIL WORKSHOP

Staff briefed the City Council on this agenda item at the January 22, 2014 workshop.

RECOMMENDED ACTION

Allow the temporary reduction in impact fees for residential development to expire on February 28, 2014.

ATTACHMENTS

1. Ordinance No. 1643
2. Summary of Reduced Impact Fees Collected
3. Draft Ordinance No. 1688

ORDINANCE NO. 1643

AN ORDINANCE OF THE CITY OF OAK HARBOR AMENDING SECTIONS 3.63.020, 3.63.030 AND 3.63.065 OF THE OAK HARBOR MUNICIPAL CODE RELATING TO THE PAYMENT OF IMPACT FEES AND TEMPORARILY REDUCING THE AMOUNTS OF THOSE FEES AS AN INCENTIVE TO DEVELOPMENT

WHEREAS, the City of Oak Harbor is required to plan under the Growth Management Act; and

WHEREAS, cities that are required to plan under the Growth Management Act are authorized under RCW 82.02.050 to impose, by ordinance, impact fees on development activity as part of the financing for public facilities; and

WHEREAS, also under RCW 82.02.050 cities may establish regulations by which those impact fees are collected; and

WHEREAS, Chapter 3.63 of the Oak Harbor Municipal Code presently requires the payment of impact fees either at the time of subdivision or at the time of building permit issuance; and

WHEREAS, the collection of impact fees at this stage in a project represents a significant upfront expense, which a developer must pay before the project is generating any revenues; and

WHEREAS, in recognition of the fact that local, regional and national economic recessionary conditions have particularly impacted the homebuilding industry; and

WHEREAS, the recovery of that portion of the economy is often viewed as a necessary precursor to recovery in other areas as well; and

WHEREAS, the City Council of the City of Oak Harbor believes it important to provide incentives for developers and builders of residential projects; and

WHEREAS, the City Council has determined that a temporary reduction by fifty percent (50%) in the amount of impact fees collected for residential development is a practical and easily implemented incentive.

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

Section One. Oak Harbor Municipal Code Sections 3.63.020 and 3.63.030 last amended by Section 2 of Ordinance 1473 in 2006 are hereby amended to read as follows:

3.63.020 Payment and amount of park impact fees by subdivider.

- (1) All persons proposing any subdivision of property zoned for residential use may pay the impact fee set out hereinafter in accordance with the provisions of this chapter at the time that the plat of the subdivision receives preliminary approval. Payment for short plats may be at the time the subdivision receives administrator's approval; provided, however, that the impact fees herein assessed may be paid at or before the time of final approval of a long subdivision if such fees are bonded as an additional cost. Impact fees not paid at the time of subdivision or short plat approval shall be paid at the time of building permit issuance.
- (2) The neighborhood park impact fee imposed in this section shall be \$215.000 for a single-family residence lot and \$177.00 for a multiple-family, mobile home or modular home lot as computed in the appendix.
- (3) The community park impact fee imposed in this section shall be \$621.50 for a single-family residence lot and \$495.00 for a multiple-family, mobile home or modular home lot as computed in the appendix.
- (4) The combined park impact fee imposed in this section shall be \$836.50 for a single-family residence lot and \$672.00 for a multiple-family, mobile home or modular home lot as computed in the appendix.

3.63.030 Payment and amount of park impact fees.

- (1) Prior to the issuance of any building permit for any single-family residence, multiple-family residence, or for installation of any modular or mobile home, the park impact fees imposed herein shall be paid, less any credit for impact fees paid under this chapter at time of subdividing property.
- (2) The neighborhood park impact fee imposed in this section shall be \$215.00 for a single-family residence lot and \$177.00 for a multiple-family, mobile home or modular home lot as computed in the appendix.
- (3) The community park impact fee imposed in this section shall be \$621.50 for a single-family residence lot and \$495.00 for a multiple-family, mobile home or modular home lot as computed in the appendix.

- (4) The combined park impact fee imposed in this section shall be \$836.50 for a single-family residence lot and \$672.00 for a multiple-family, mobile home or modular home lot as computed in the appendix.
- (5) Where a building consisting of one or more dwelling units is replaced by another building of one or more dwelling units, there shall be a credit against the payment of the fees imposed herein of the amount that would have been paid for the destroyed or removed building had it been assessed hereunder, or, if it was assessed hereunder, of the amount actually paid.

Section Two. Oak Harbor Municipal Code Section 3.63.065 last amended by Section 6 of Ordinance 1103 in 1997 is hereby amended to read as follows:

3.63.065 Payment and amount of transportation impact fees for development activities.

- (1) The owners of property in which development activity takes place shall pay a transportation impact fee set out hereinafter in accordance with this chapter. Such transportation impact fee shall be deposited with the city prior to written approval from the city which authorizes commencement of such development activity.
- (2) "Development activity at the time the building permit is issued according to RCW 82.020.090(1)" means any construction or expansion of a building structure or use, any change in use of a building or structure, or any changes in the use of land, that create additional demand and need for transportation facilities. Transportation impact fees shall be collected at the time the building permit is issued.
- (3) The transportation impact fee imposed in this section shall be \$589.00 per peak hour trip generated for nonresidential activities and \$453.50 per residential unit developed. Peak hour trip generation shall be determined as per OHMC Chapter 11.32.

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

Section Seven. Effective Date. This Ordinance shall be in full force and effect on March 1, 2013. The portions of the ordinance that reduce the amount of impact fees collected shall remain in effect for one year and shall expire on February 28, 2014.

PASSED by the City Council this ___ day of _____ 2013.

CITY OF OAK HARBOR

Approved () _____
Vetoed () Scott Dudley, Mayor

Date

ATTEST:

Approved as to Form:

City Clerk

City Attorney

Introduction: _____

Passed: _____

Published: _____

Adopted 2/19/13

Summary of Reduced Impact Fees Collected

Month	Park Impact Fees						Transportation Impact Fees					
	2012		2013		2014		2012		2013		2014	
	Permits	Fees	Permits	Fees	Permits	Fees	Permits	Fees	Permits	Fees	Permits	Fees
Jan	2	\$3,346.00	4	\$6,692.00	2	\$1,673.00	2	\$1,814.00	4	\$3,628.00	2	\$907.00
Feb	1	\$1,673.00	3	\$5,019.00	0	\$0.00	1	\$907.00	3	\$2,721.00	0	\$0.00
March	1	\$1,673.00	3	\$2,509.50			1	\$907.00	3	\$1,360.50		
April	8	\$13,384.00	2	\$1,673.00			8	\$7,256.00	2	\$907.00		
May	2	\$3,346.00	3	\$2,509.50			2	\$1,814.00	3	\$1,360.50		
June	3	\$5,019.00	1	\$836.50			3	\$2,721.00	1	\$453.50		
July	2	\$3,346.00	12	\$10,038.00			2	\$1,814.00	12	\$5,442.00		
August	6	\$10,038.00	6	\$5,019.00			6	\$5,442.00	6	\$2,721.00		
Sept.	3	\$3,916.50	6	\$5,019.00			3	\$2,721.00	6	\$2,721.00		
October	10	\$16,730.00	4	\$3,346.00			10	\$9,070.00	4	\$1,814.00		
Nov	0	\$0.00	1	\$836.50			0	\$0.00	1	\$453.50		
Dec.	0	\$0.00	8	\$6,692.00			0	\$0.00	8	\$3,628.00		
Total	38	\$62,471.50	53	\$50,190.00	2	\$1,673.00	38	\$34,466.00	53	\$27,210.00	2	\$907.00

\$38,479 Park impact fee collected
\$21,768 Transportation impact fee collected

Notes:

1. Park and transportation impact fees per unit reduced by 50% under Ord. No. 1643
2. Reduced impact fee applied from March 1, 2013 through February 28, 2014
3. Reduced park fee = \$836.50 per single-family home
4. Reduced transportation fee = \$453.50 per single-family home

ORDINANCE NO. 1688

AN ORDINANCE OF THE CITY OF OAK HARBOR EXTENDING THE REDUCED PARK AND TRANSPORTATION IMPACT FEES FOR RESIDENTIAL DEVELOPMENT AND AMENDING SECTION SEVEN (7) OF ORDINANCE NO. 1643

WHEREAS, the City Council of the City of Oak Harbor adopted Ordinance No. 1643 on February 19, 2013; and

WHEREAS, that ordinance reduced by fifty percent (50%) the amount of park and transportation impact fees paid by residential development for the period of time from March 1, 2013 until February 28, 2014; and

WHEREAS, the City Council believes an extension of this incentive is necessary to further support the rebounding of the homebuilding industry.

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

Section One. Section seven (7) of Ordinance No. 1643 is hereby amended to read as follows: This ordinance shall be in full force and effect on March 1, 2013. The portions of the ordinance that reduce the amount of impact fees collected shall remain in effect for one year and shall expire on February 28, 2015.

Section Two. All other provisions of Ordinance No. 1643 shall remain in effect.

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

Section Four. Effective Date. This Ordinance shall be in full force and effect on March 1, 2014.

PASSED by the City Council this 18th day of February 2014.

CITY OF OAK HARBOR

SCOTT DUDLEY, MAYOR

Attest:

Approved as to Form:

Anna Thompson, City Clerk

Grant K. Weed, Interim City Attorney

Published: _____